Sysdig

SYSDIG, INC. EVALUATION TERMS

1. You have a limited personal temporary license to use the Sysdig software-as-a-service and implement the accompanying host agent software ("Service"), in a non-production environment to test and evaluate it ("Purpose") for a period of thirty (30) days from the date Sysdig delivers the license key to You. Sysdig ("we" or "our") may provide You with support assistance during Your evaluation.

2. We own the Service, including any accompanying documentation and updates.   You receive no other rights or licenses.

3. Use of the Service is at Your own risk as the Service is provided to You "as is" with no express, implied or statutory warranties of any kind.

4. We and You agree to retain in confidence non-public information disclosed by the other party ("Information") and use it only for the Purpose. If either of us is legally required to disclose the Information of the other party, the recipient shall notify the discloser first so that the discloser can take steps to protect it.

5. You agree that we may collect and use Identifiable System Data internally to provide and improve the Sysdig products and services. Furthermore, nothing restricts our use of System Data that does not identify or permit, alone or in conjunction with other data, the identification of You, Your company, representatives, customers or Your Information. "System Data" means data elements collected by the Service including configuration, environment, usage, vulnerabilities and security that may be used to generate statistics and reports regarding the performance, availability and integrity of the Service and is not data that is submitted by You into the Service or collected by the host agent software. "Identifiable System Data" identifies or permits, alone or in conjunction with other data, the identification of You, your company, representatives, customers or Your Information.

6. You will not copy, reverse engineer, export/re-export the Service or Information. You will not publish or disclose to third parties the performance/functionality of the Service or the results of any benchmarking, testing, or other analyses relating to the Service.

7. Upon expiration of the evaluation (if You do not convert to a paying account) or upon earlier termination of the Service, You will not have further right or access to the Service. We may delete or otherwise render inaccessible any data that You have submitted to the Service, including data that is collected by the host agent software.

8. We are not liable for any data loss or corruption of any kind. We are also not liable for indirect, consequential or punitive damages of any kind (including revenue loss or lost profits) to the maximum extent allowed by law. Our total liability for direct damages hereunder shall not exceed $100.00 USD.

9. We or You may terminate this evaluation at any time for any reason or no reason. Except for clause 1 above, all other provisions survive expiration or termination.

10. You agree that by clicking the "Submit" button and participating in this evaluation that You are authorized to bind Your company to these evaluation terms. These terms are governed by California law (without any conflicts of law principles).