



## **SYSDIG SAAS EVALUATION TERMS**

1. If You are entering into this Agreement on behalf of an entity, such as the company you work (“You” or “Customer”) for, then you represent to Sysdig that you have the legal authority to bind such company to this Agreement. Sysdig and Customer are each a “Party” and collectively, the “Parties”, hereunder. You have a limited personal temporary license to access and use the Sysdig software as a service and implement the accompanying software, if any (“Service”), in a non-production environment to test and evaluate it (“Purpose”) for a period of thirty (30) days from date Sysdig delivers the license key to You. Sysdig (“we” or “our”) may provide You with support assistance during Your trial.
2. We own the Service, including any accompanying documentation and updates and You receive no other rights. The Services may contain open-source components under its own applicable license terms and conditions.
3. Use of the Service is at Your own risk. The Service is provided to You “as is”, with no express, implied or statutory warranties of any kind.
4. The Service does not require, nor does Sysdig consent to, the submission of Your personal data to the Service. As a condition of use of the Service, You expressly agree that You shall not submit personal data to the Service.
5. 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 Information of the other, the recipient shall notify the discloser first so that the discloser can take steps to protect it.
6. We may process Service Analytics for internal business purposes in order to deliver, enhance, secure and support the Service and other Sysdig products and services. You may have the ability to configure the Service to limit the Service Analytics that are collected. You may refer to Your documentation for more information. “Service Analytics” means all information and data that the Service generate or otherwise obtain from Customer’s use of the foregoing, including but not limited to usage statistics, telemetry and analytics and similar information, collected by cookies, web beacons, and other similar applications. We may disclose the results of its analysis of the Service Analytics publicly or to third parties in connection with our marketing and promotion efforts, including but not limited to presentations, technical reports and whitepapers, provided that such results do not contain any personally identifiable information, or enable a third party to determine the source of such information.
7. 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.
8. 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 software, if any.
9. 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.
10. We or You may terminate this evaluation at any time for any reason or no reason. Except for #1 above, all other provisions survive expiration or termination.
11. You agree that by clicking the “Submit” button or otherwise accessing or using the Service 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).