

## Service Level Agreement

Version / Date: 19 May 2021

This Service Level Agreement (“SLA”) is incorporated by reference into the Agreement and defines the service levels that Wazuh will endeavor to provide for the maintenance and support of the Application (“Service”). Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Agreement. Wazuh reserves the right to modify the scope of the maintenance and support of the Application; provided, however, Wazuh shall provide Customer written notice.

1. Coverage Hours. 9:00am to 5:00pm PST, Monday through Friday, and excluding US national holidays for Standard Support and 6am-6pm PST Monday to Friday, excluding US holidays (plus 24/7 for Critical Support) for Premium Support, as published at [www.wazuh.com](http://www.wazuh.com). For purposes of this SLA, “Critical Support” shall apply where the Application is completely out of service and is causing business impact to the Customer.
2. Application Administration. Wazuh will make commercially reasonable efforts to provide the following during the applicable Subscription Term in accordance with this SLA:
  - *Technical Support.* Assist Customers during Primary Coverage Hours in identifying, analyzing, and resolving Wazuh Application challenges preventing the Application from operating as it was designed.
  - *Service Management.* Client activation, security monitoring, change control, problem management, and escalation procedures
  - *Application Administration.* Installation and server setup, support, monitoring, response, repair, tuning and capacity planning
  - *Data backup and retention.* Backups of Customer Data stored within the Application

Customer is responsible for purchase and maintenance of its own equipment, hardware, and access, including but not limited to network and data connection, to establish a connection to the Internet.

## 3. Service Scope

3.1. Application Availability. Wazuh will make commercially reasonable efforts to ensure the web-based Application is capable of being reasonably accessed and used at all times during the Subscription Term.

3.2. Exclusions from Application Availability. The availability of the Application and Wazuh's obligations with respect to the other service measures set forth herein may be subject to limitations, delays, and other problems inherent to the general use of the Internet and other public networks or caused by Customer, Users, or third parties. Wazuh is not responsible for any delays or other damage resulting from problems outside of Wazuh's control; however, Wazuh is responsible for the conduct of its third-party agents and contractors. Without limiting the foregoing, the following are exceptions to Wazuh's obligations under this SLA:

- a failure or malfunction resulting from scripts, data, applications, equipment, or services provided and/or performed by Customer;
- outages initiated by Wazuh or its third-party suppliers at the request or direction of Customer for maintenance, back up, or other purposes;
- outages occurring as a result of any actions or omissions taken by Wazuh or its third-party suppliers at the request or direction of Customer;
- outages resulting from Customer's equipment and/or third-party equipment not within the sole control of Wazuh or Wazuh's agents or contractors;
- events resulting from an interruption or shut down of the Application due to circumstances reasonably believed by Wazuh to be a significant threat to the normal operation of the Application, the facility from which the Application is provided, or access to or integrity of data (e.g., a hacker or a virus attack);

- outages due to system administration, commands, file transfers performed by Customer representatives;
- other activities Customer directs, denial of service attacks, natural disasters, power and other utility outages, internet service outages, changes resulting from

government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, or other events caused by circumstances beyond Wazuh's reasonable control;

- Customer's negligence or breach of its material obligations under this SLA, the Agreement, or any other agreement between Customer and Wazuh; and
- lack of availability or untimely response time of Customer to respond to incidents that require its participation for source identification and/or resolution.

3.3. Issue Resolution. If the Application is not accessible as specified in Section 3.1 (an "Issue") Wazuh and Customer will comply with the following resolution procedures for all Issues reported by Customer:

3.3.1. Reporting an Issue. Customer may report an Issue through the Wazuh Support Portal, via email. When reporting an Issue, Customer will include a detailed description of the Issue. Customer will report each Issue encountered by Customer separately.

3.3.2. Issue Classification. When reporting an Issue, the severity of the Issue will be classified based on the impact to Customer's business operations in accordance with the severity classification table below. To the extent that Wazuh disagrees with any Issue classification provided by Customer, Wazuh will promptly advise Customer of the revised classification of any Issue and the parties will resolve through good faith negotiations any disagreement regarding classification.

Priority		Business Impact	
<b>1</b>	Critical	Yes	Trouble conditions where a Wazuh manager is completely out of service and is causing business impact to the customer.
<b>2</b>	High	Yes	Trouble conditions where a Wazuh manager or deployed agent is not fully functional and is causing business impact to the customer.
<b>3</b>	Medium	No	Trouble conditions where a Wazuh manager or deployed agent is not fully functional but is not causing business impact to the customer.
<b>4</b>	Low	No	Any condition or request for assistance that is not causing business impact to the customer. This priority is also used for information exchange and feature requests.

### 3.3.3. Response Time.

3.3.3.1. Standard Response Time. Wazuh will use reasonable efforts to respond to each of Customer's reported Issues within the Primary Coverage Hours applicable to Customer and within the timeframe designated below, as determined by the Customer's Program Tier, and based on the Severity Level as determined by Wazuh.

	Standard	Premium
<b>Core support hours</b>	9am-5pm Monday to Friday, holidays excluded*	6am-6pm Monday to Friday, holidays excluded* + 24x7 Critical Support
<b>Response time</b>	1 business day or less	4 hours or less
<b>Product coverage</b>	Wazuh HIDS or OSSEC HIDS	Wazuh HIDS or OSSEC HIDS
<b>Email support</b>	Yes	Yes
<b>Webex sessions</b>	Yes	Yes
<b>Regular support hours</b>	9am – 5pm PT Mon-Fri (US)	6am – 6pm PT Mon-Fri (US)
<b>24/7 Critical support (P1 &amp; P2)</b>	N/A	Yes
<b>Response time for P1 and P2 during regular business hours</b>	8 business hours	4 business hours
<b>Response time for P3 and P4 during regular business hours</b>	8 business hours	6 business hours
<b>Health check-ups under request</b> (remote and during regular business hours)	Included 2x a year (every six months)	Included 4x a year (every three months)

3.3.4 Service Credits. In the event Wazuh fails to satisfy the above response times for any given calendar quarter, Wazuh will issue the following service credits upon written request from Customer (“Service Credits”). All such Service Credits must be used in the calendar year in which they are accrued. All such Service Credits shall be void upon expiration or termination of this Agreement for any reason.

Meeting response time	Rating	Service credits at no additional cost
<b>Between 90% - 100%</b>	Meet goals	N/A
<b>Between 75% - 90%</b>	Tolerable	15 days extension of support service
		2 hours of remote health-check
<b>Below 75%</b>	Unacceptable	30 days extension of support service
		4 hours of remote health-check

4. Maintenance. Wazuh periodically adds, repairs, and upgrades the data center network, hardware, and the Application and shall use commercially reasonable efforts to accomplish this without affecting the Customer's access to the Application; however, repairs of an emergency or critical nature may result in the Application not being available for the Customer's usage during the course of such repairs. Wazuh reserves the right to take down the server(s) at the data center in order to conduct routine maintenance to both software and hardware according to the following protocols:

Item	Description	Commitment
<b>Preventative Maintenance</b>	Non-scheduled maintenance that needs to be promptly conducted. Wazuh will use commercially reasonable efforts to notify Customer before performing such Preventative Maintenance.	A message will be sent via email stating the Application will be unavailable.
<b>Emergency Maintenance</b>	Non-scheduled maintenance required to be performed immediately. Emergency Maintenance may be performed outside the Maintenance Window and will be counted as unscheduled downtime.	Wazuh will send a notice via email as soon as reasonably possible; provided, however, Customer understands Emergency Maintenance may be performed with little or no advance notice.

5. Compatibility with New Third Party Software. Customer consents and acknowledges that prior to upgrading or adding new third-party software, the Customer is solely responsible to verify and insure that such third-party software is compatible with their current or future versions of the Application. Wazuh will not be responsible for any failures or malfunctions'

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resulting from such upgrade, change, or addition of third-party software and reserves the right not to provide support for such installations.



## 6. Customer Responsibilities

6.1. Trained Contacts. Customer will designate at least two (2) individuals within Customer's organization to serve as primary contact with regards to Customer's Application ("Primary Technical Contact"). Primary Technical Contact should have sufficient technical knowledge of Customer's Application environment to enable effective communication with Wazuh representatives.

6.2. Reasonable Assistance. Customer will provide Wazuh with (i) reasonable access to all necessary personnel to answer questions regarding Issues reported by Customer, (ii) all relevant and available diagnostic information (including product or system information), and (iii) appropriate remote access to Customer's system to assist Wazuh in isolating the cause and to resolve the Issue. In addition, Customer will make reasonable efforts to correct any Issue, deploy corrections after consulting with Wazuh, and promptly install all maintenance patches and resolutions.

6.3. Good Standing. The provision of the Application by Wazuh during the term of this SLA is contingent upon Customer's performance of its payment and other obligations under the Agreement. Wazuh reserves the right, in addition to other remedies available, to suspend its provision of the Application for so long as Customer is not current with its obligations.

7. Limitation of the SLA. The scope of coverage under this SLA expressly excludes the following:

- a. Maintenance and support for non-production environments and sand boxes
- b. Data migration
- c. Training
- d. Installation, configuration, and technical support for Customer equipment or operating systems

- e. Technical support, consultation, or problem resolution pertaining to software or applications other than those supplied by Wazuh and described in this Agreement
  
- f. Resolution of problems resulting from negligence of users of the Application, including specifically incorrect data entry, use of altered data, and failure to use the Application according to the Documentation
  
- g. Support for development other than assistance with development of new rules and decoders, and new dashboards or custom reports
  
- h. Any alterations or additions, performed by parties other than Wazuh, except for programs using product interfaces provided by Wazuh
  
- i. Use of the Application on an operating environment other than that for which such the Application was designed, except as expressly prescribed in the Documentation

## 8. Disclaimers

8.1. Security. The parties expressly recognize that it is impossible to maintain flawless security, but Wazuh shall take reasonable steps to prevent security breaches in Wazuh's server interaction with Customer's network, and security breaches in Wazuh's server interaction with resources or users outside of any firewall that may be built into Wazuh's server. Customer agrees that it will only access and use the Application via authorized access provided by Wazuh (e.g. password protected access).

8.2. Downloading of Data or Files. Customer agrees that it shall be solely responsible for implementing sufficient procedures to satisfy Customer's particular requirements for accuracy of data input and output, and for maintaining a separate means for the reconstruction of any lost data.

8.3. Accuracy Disclaimer. Customer is solely responsible for the accuracy and integrity of its own data, reports, and documentation. Wazuh or third parties may provide links to other websites or resources as part of the Application. Wazuh does not endorse and is not responsible for any data, software, or other content available from such websites or resources. Customer acknowledges and agrees that Wazuh shall not be liable, directly or indirectly, for any damage or loss relating to Customer's use of or reliance on such data, software, or other content.

8.4. API. To the extent Wazuh provides Customer with API's as part of its support, such API's are provided "as is" without any warranty whatsoever. Customer is granted a personal, nonsublicensable, nonexclusive, nontransferable, limited license to use the API solely for Customer's internal use for exporting Customer's content from Wazuh to the new Customer system

Customer may not (a) copy, rent, sell, disassemble, reverse engineer or decompile (except to the limited extent expressly authorized by applicable statutory law), modify or alter any part of the API; or (b) otherwise use the API on behalf of any third party. The API license shall automatically terminate in the event Customer breaches this Section 8.4.

9. Terms of Use. In addition to the terms of the Agreement and any restrictions set forth therein, the following applies to Customer's use of the Application and receipt of Services hereunder. The examples of prohibited use set forth below are non-exclusive, and are provided as guidelines to Customer. Violation of the terms of this Section 9 is strictly prohibited. In the event of any actual or potential violation, Wazuh reserves the right to suspend or terminate, either temporarily or permanently, any or all Services provided by Wazuh, to block any abusive activity, or to take any other actions deemed appropriate by Wazuh in its sole discretion.

9.1. Illegal Use. The Application may be used only for lawful purposes. The transmission, distribution, or storage of any information, data, or material in violation of any applicable law or regulation is prohibited. Without limitation of the foregoing, it is strictly prohibited to create, transmit, distribute, or store any information, data, or material which (a) intentionally infringes any copyright, trademark, trade secret, or other intellectual property right (or after written notification of such infringement, fails to

remedy same in a timely manner); (b) is obscene or constitutes child pornography; © is libelous, defamatory, hateful, or constitutes an illegal threat or abuse; (d) violates export control laws or regulations; or (e) encourages conduct that would constitute a criminal offense or give rise to civil liability.

9.2. Circumvention of Security Measures. Violations of system or network security are prohibited, and may result in criminal and civil liability. Wazuh will investigate potential security violations and may notify applicable law enforcement agencies if violations are

suspected. It is strictly prohibited to attempt to circumvent the authentication procedures or security of any host, network, network component, or account

9.3. (i.e. "cracking") to access data, accounts, or servers which the Customer (or its users) is not expressly permitted or authorized to access. This prohibition applies whether or not the attempted intrusion is successful, and includes unauthorized probes or scans performed with the intent to gather information on possible security weaknesses or exploitable configurations.

9.4. Attacks. Customer is prohibited from interfering or attempting to interfere with service to any other user, host, or network on the Internet ("denial of service attacks"). Examples of

such prohibited activity include without limitation (a) sending massive quantities of data with the intent of filling circuits, overloading systems, and/or crashing hosts; (b)

attempting to attack or disable any user, host, or site; or © using, distributing, or propagating any type of program, script, or command designed to interfere with the use, functionality, or connectivity of any Internet user, host, system, or site (for

example, by propagating messages, via e-mail, Usenet posting, or otherwise, that contain computer worms, viruses, control characters or trojan horses).

9.5. E-Mail. Customer is prohibited from engaging in improper use or distribution of e-mail over the Internet.