

Wazuh Trial License Agreement

Date / Version: 30 April 2020

BY ACCESSING THE SERVICES, YOU OR THE ENTITY OR COMPANY THAT YOU REPRESENT ("EVALUATOR") ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS TRIAL LICENSE AGREEMENT ("AGREEMENT"). EVALUATOR'S USE OF THE SERVICES SHALL ALSO CONSTITUTE ASSENT TO THE TERMS OF THIS AGREEMENT. IF EVALUATOR DOES NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU SHOULD NOT USE THE SERVICES. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

Wazuh agrees to provide Evaluator access to a current version of the Services and Evaluator agrees to test and evaluate the Services, on the terms and conditions contained in this Agreement.

Section 1. Definitions.

1. "Documentation" means the user manuals and any other materials in any form or medium made generally available by Wazuh to Evaluator regarding the proper installation and use of the Software.
2. "Services" shall mean Wazuh's cloud server portion of the Software provided to the Evaluator on SaaS or software as a service basis, subject to the terms and conditions of this Agreement.
3. "Software" means each Wazuh software, including the Wazuh Server, deployed in the Evaluator in a cloud environment, together with any and all codes, logic, techniques, software tools, formats, designs, concepts, methods, processes, third-party data, and ideas associated with such computer programs and any and all updates provided by Wazuh, as specifically provided at www.wazuh.com, Documentation and any Open Source Components.
4. "Open Source Components" means the open source software distributed with Wazuh software, as those are specifically described at www.wazuh.com, and licensed pursuant to an open source license located at: <https://www.gnu.org/licenses/old-licenses/gpl-2.0.en.html>.

Section 2. Services Evaluation License. Wazuh grants to Evaluator a non-exclusive, nontransferable, restricted license to access the Services during the term of this Agreement for the sole purpose of evaluating the Services, and strictly prohibits any commercial or other use thereof for Evaluator or third parties. No other entity of the Evaluator shall be allowed access or use of the Services.

Section 3. Evaluator Data. Wazuh hereby acknowledges and agrees that all rights, title and interest in and to data provided by Evaluator ("Evaluator Data") are and shall remain the property of Evaluator and all intellectual property rights in Evaluator Data are the property of Evaluator. Evaluator hereby grants to Wazuh throughout the term of this Agreement, and after the term as necessary for any of Wazuh's post-termination obligations to Evaluator, the necessary rights or license to use, cache, and transmit Evaluator Data via the Services solely as necessary for the purposes of this Agreement. Wazuh shall at all times maintain the confidentiality of all Evaluator Data and shall promptly return all such Evaluator Data at the request of Evaluator.

Section 4. Term and Termination. The term of this Agreement shall commence upon the Effective Date, and unless sooner terminated as set forth below, shall end on the expiration of fourteen (14) days after the Effective Date. Either party may terminate this Agreement for convenience upon written notice to the other party.

This Agreement shall automatically terminate upon earliest occurrence of any of the following:

1. Purchase of a commercial license to the Services, as per terms to be agreed between Wazuh and Evaluator.
2. Violation by Evaluator any of the provisions of this Agreement; or
3. Upon expiration or termination of this Agreement except under (a) above, the Evaluator shall cease all use of the Services.

Section 5. Evaluation. During the term of this Agreement, Evaluator agrees to use the Services provide Wazuh with evaluation results and experience, including prompt notification of any significant problem that it experiences with the Services.

Section 6. Ownership and Risk of Loss. Except for Open Source Components, Wazuh shall own all right title and interest in and to the Services and Software and all intellectual property rights in the Software and Services are owned by Wazuh and/or its licensors and protected by United States copyright laws, other applicable copyright laws, other applicable proprietary rights laws, including but not limited to trade secret laws, and other international treaty provisions. Wazuh retains ownership of the Software and Services and no rights are granted to the Evaluator other than a license to use on terms expressly set forth in this Agreement. Wazuh shall have the right to use any information pertaining to the evaluation of the Software and Services including name of the Evaluator and results of the evaluation to promote the Software and Services in verbal and written marketing materials. The Open Source Components are provided to Evaluator under an open source software license, located at: <https://www.gnu.org/licenses/old-licenses/gpl-2.0.en.html>. The Open Source Software may be used only in accordance with the licenses set forth therein, which prevail over the terms of this Agreement with respect to such third-party software. Source code for these components is available upon written request to Wazuh. Wazuh shall have no liability for Evaluator's use of any third-party software, including Open Source Components.

Evaluator shall not reverse engineer or disassemble the Software, decompile the Software or otherwise attempt to discover any source code or trade secret related to the Software. Evaluator shall not remove, obscure or alter any notice of patent, copyright, trade secret, trademark, trade name, mask work or other proprietary right related to the Software. Evaluator acknowledges that the Software includes valuable proprietary rights of Wazuh. Evaluator shall not disclose or make available any Software or any information contained therein, to any person or entity other than employees of Evaluator who need to use them for the purposes specified in Section 2 and who are required to keep them confidential.

Further, the Evaluator acknowledges that this Agreement, the existence of the Services and Software and all results of its evaluation are confidential, and the Evaluator agrees not to disclose any such information, including but not limited to existence of the Services and Software, the fact that Evaluator is testing the Software and Services any results, opinions or conclusions which the Evaluator reaches as a result of testing the Software and Services, unless expressly agreed in writing by Wazuh.

Section 7. Limitations. EVALUATOR ACKNOWLEDGES THAT THE SERVICES AND DOCUMENTATION ARE PROVIDED TO EVALUATOR "AS-IS". WAZUH MAKES NO EXPRESS OR IMPLIED WARRANTIES AND HEREBY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES REGARDING LOSS OF DATA OR RESULTS TO BE OBTAINED FROM THE SERVICES OR SOFTWARE. NEITHER WAZUH NOR ITS OFFICERS, WAZUH'S, DIRECTORS OR EMPLOYEES SHALL BE RESPONSIBLE OR LIABLE FOR (I) ANY LOSS ARISING FROM USE OF THE SERVICES OR DOCUMENTATION OR (II) ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE. IN NO EVENT SHALL WAZUH'S MAXIMUM AGGREGATE LIABILITY ARISING IN CONTRACT, TORT OR OTHERWISE EXCEED U.S. \$500.

Section 8. Miscellaneous. This Agreement shall be interpreted in all respects in accordance with the laws of the State of California, U.S.A and the parties' consent to venue and jurisdiction to courts located in the state of California, notwithstanding any conflict of law rules. The obligations and provisions of Sections 7, 8 and 9 shall survive expiration or termination of this Agreement. This Agreement, including any referenced attachments and/ or incorporated documents, constitute the entire understanding of the parties relating to the subject matter hereof and any representation, promise, or condition not contained herein shall not be binding on either party.