

Confidentiality and Mutual Non-Disclosure Agreement

Version Date: January, 2023.

This Confidentiality and Mutual Non-Disclosure Agreement ("Agreement") effective as of the date of execution, is entered into by and between Wazuh, Inc. a company organized and existing under the laws of the State of Delaware, having a principal place of business at 1999 S Bascom Ave Suite 700 PMB#727, Campbell, CA 95008 ("Wazuh"), and _____, having a principal place of business at _____ ("Customer"). As used herein, "Party" or "Parties" may refer to Wazuh or Customer, individually or collectively. The Parties hereto agree as follows:

1. In connection with presentations, demonstrations, proposals, meetings and/or discussions relating to each Party's products and services and areas of mutual interest, the Parties may, from time to time, disclose to each other (as Owner and Recipient as the case may be) specifications, drawings, data, documentation or other technical or business information in written or tangible form, which have been marked as being confidential by Owner ("Information"). Any disclosure made orally shall be identified by Owner as confidential at the time of disclosure thereof, and shall be reduced to writing and marked confidential and provided to Recipient within fifteen (15) days of such disclosure.
2. With respect to Information provided under this Agreement, Recipient agrees with Owner to:
 - A. restrict disclosure of the Information solely to those employees of Recipient having a need to know and who have undertaken confidentiality obligations with Recipient, and not disclose Information to any third party;
 - B. advise those employees of Recipient of their obligations with respect to the Information and ensure their compliance with this Agreement;
 - C. use the Information only for internal evaluation to determine the feasibility of entering into a licensing, consulting, teaming or other business arrangement and not, under this Agreement, for any commercial, productive or any other purposes or for the benefit of any third party, except as may otherwise be mutually agreed upon in writing; and
 - D. promptly inform Owner of any requirement or request by any third person that Information be disclosed pursuant to legislation, legal directive, public regulation, court decision or the like or in connection with the pursuit or defense of a claim in order to afford Owner an opportunity to limit or restrict such disclosure or to obtain appropriate protective/secretcy orders with respect thereto and to obtain its agreement prior to further action.

Notwithstanding the restrictions set forth on section 2.A., Recipient may disclose the Information to those of its contract personnel (i.e., individuals performing tasks which are customarily/routinely performed by its employees) involved in the activity to which the Information relates, who have signed confidentiality agreements with Recipient.

3. Recipient shall have no obligation to preserve the confidential nature of any Information that:

- A. was previously known to Recipient, free of any obligation to keep confidential and free of any restriction on use and disclosure; or
- B. is received from third persons without restrictions on use and disclosure and without breach of any agreement with Owner; or
- C. is disclosed to third persons by Owner without restrictions on use and disclosure; or
- D. is or becomes publicly available by authorized disclosure by Owner and without any restrictions on use and disclosure; or
- E. is independently developed by or for Recipient; or
- F. is approved for release by written authorization of Owner.

Recipient may use in its business activities the ideas, concepts and know-how which are contained in Owner's Information and which are retained in the memories of Recipient's employees who have had access to the Information under this Agreement. Nothing in this paragraph permits Recipient to disclose the source of information, or any of Owner's financial, statistical or personnel data or business plans of the Owner.

4. Disclosure of proprietary or software interface specifications is not contemplated under this Agreement, and if any, shall be made under the terms and conditions of a separate agreement.

5. The Information shall be deemed the property of the Owner and, upon request, the Recipient will return all Information in tangible form to the Owner or certify in writing it has destroyed all such Information.

6. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Information disclosed to the Recipient or in any confidential rights related thereto.

7. Nothing herein shall obligate or otherwise commit a Party or any other company in any way, directly or indirectly, to initiate, produce, or complete any observation, study, analysis or report of any product or service, or any aspect thereof, or to take any other action with respect to such product or service; and nothing herein shall obligate or otherwise commit a Party or any other company to license or purchase any product or service from anyone.

8. The Parties acknowledge that any commodities and/or technical data provided under this Agreement is subject to the Export Administration Regulations (“EAR”) administered by the U.S. Commerce Department and that any export or re-export thereof must be in compliance with the EAR. The Parties agree they shall not export or reexport, directly or indirectly, either during the term of this Agreement or after its expiration, any commodities and/or technical data (or direct products thereof) provided under this Agreement in any form to destinations in Country Groups D:1 or E (including release to nationals, wherever they may be located, of any prohibited country), as specified in Supplement No. 1 to Part 740 of the EAR, and as modified from time to time by the U.S. Department of Commerce, or to destinations that are otherwise controlled or embargoed under U.S. law. This paragraph will survive the termination or expiration of this Agreement and the confidentiality period above and will remain in effect until fulfilled.

9. This Agreement shall not be assignable or transferable by any Party, without the written consent of all Parties.

10. Owner makes no representation in respect to and does not warrant any Information furnished herewith, but shall furnish such in good faith to the best of its knowledge and ability. Without restricting the generality of the foregoing, Owner makes no representations or warranties, whether written or oral, statutory, express or implied with respect to the Information or any technical assistance which may be provided hereunder, including without limitation, any warranty of merchantability or of fitness for a particular purpose.

11. In the event of a breach of this Agreement by Recipient, Owner, in addition to any other rights and remedies available to it at law or in equity (except as otherwise limited by this Agreement), shall be entitled to seek injunctive relief, both preliminary and final, enjoining and restraining such breach.

12. This Agreement shall become effective on the later date of signing and shall continue for a period of one (1) year, unless earlier terminated in writing by both Parties. The obligation to protect the Information shall survive and continue for a period of three (3) years beyond any termination or expiration of this Agreement.

13. This Agreement and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of California, US. Any dispute or disagreement arising out of or relating to this Agreement, shall be subject to the exclusive jurisdiction of the state and federal courts located within the County of Santa Clara, California, and both parties hereto hereby irrevocably consent to venue and personal jurisdiction in such courts.

Each Party represents it is duly authorized to execute this Agreement on behalf of its company. By signing this document, the Parties agree to be bound as expressly provided herein.

By Wazuh, INC.

By Customer

Signature _____
Name: _____
Title: _____
Date: _____

Signature _____
Name: _____
Title: _____
Date: _____