

# Partner Program terms

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These Partner Program Terms (referred to as “Partner Terms”) are a binding contract between Partner (“Partner”) and Wazuh Inc. (“Wazuh”) a Delaware corporation, with its principal place of business at 1999 S Bascom Ave Suite 700 PMB#727, Campbell, CA 95008, United States, on behalf of itself and any affiliates performing hereunder. By signing a Sales Order referencing these Partner Terms, Partner and Wazuh agree to be bound to the terms of these Partner Terms.

## 1. Definitions

**1.1. Capitalized terms.** Capitalized terms not defined herein shall have the meaning ascribed to them in the Partner Program Guide. Cognate terms shall be construed to have the same meaning.

“Affiliate” means any majority-owned subsidiary or other entity which a party controls or is controlled by, or with which it is under common control with a party.

“API” means an application programming interface that allows access to certain functionality and/or data provided by a corresponding product or service (or components thereof).

“Controlled Affiliate” means Partner’s majority-owned subsidiary or other entity which Partner controls where control means a more than 50% ownership or voting control.

“Customer Data” means the data generated by Customer’s Endpoint and collected and/or stored by the Products.

“Customer(s)” means the current or potential customers of Partner for the applicable Offerings.

“Documentation” means the user manuals and any other materials, including updates thereto, in any form or medium made generally available by Wazuh or its authorized resellers to the users of the Software, regarding the proper installation and use of the Wazuh Platform.

“Effective Date” means the effective date set forth in the Sales Order or, if no Effective Date is specified, the earliest date of Partner’s signature either on the Order or this Partner Terms.

“Endpoint” means any physical or virtual device, such as a computer, server, laptop, desktop computer, mobile, cellular, container or virtual machine image.

“Expiration Date” means the date on which a Partnership Term ends (also referred to as End Date).

“Intellectual Property Rights” means copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display, and publicly perform the copyrighted work), trademark rights (including rights in, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, (i) all rights worldwide in patent applications, any patents issuing therefrom, and all provisional rights with respect to patent applications, (ii) all

rights worldwide in any improvements, substitutions, divisionals, patents of addition, continuations, continuations-in-part, reissues, renewals, registrations, confirmations, re-examinations, extensions, supplementary protection certificates, term extensions (under applicable patent law or regulation or other law or regulation), and certificates of invention of any patents or patent applications, and (iii) all rights worldwide to exploit any of the foregoing), know-how, trade secrets, moral rights, right of publicity, authors' rights, contract and licensing rights, all other intellectual property rights as may exist now and/or hereafter come into existence, and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country, region, or jurisdiction.

“MSP” means managed service provider.

“Offerings” means, collectively, any Products and/or Services.

“Open Source Components” means the open source software distributed with Wazuh software, as those are specifically described at [www.wazuh.com](http://www.wazuh.com).

“Partner Console” means the Wazuh web-based site that provides information and resources for Wazuh partners.

“Partner Program” or “Program” means the comprehensive framework established by Wazuh to provide qualified third parties with a range of benefits and obligations related to the use, integration, resale and/or distribution of the Offerings.

“Partner Program Guide” or “Guide” means a comprehensive guide that provides detailed information about the benefits and obligations applicable to each Wazuh Partner level. The Guide is an integral part of these Wazuh Program Terms and can be accessed through the Partner Console or found in Appendix A of this document.

“Partnership Term” means the period of time specified in the relevant Order, during which Partner is granted authorization by Wazuh to actively participate in the Partner Program.

“Partnership” means the business relationship established between Wazuh and Partner pursuant to the Partner Program and governed by these Partner Program Terms.

“Personal Data” means information used to distinguish or trace a natural person's identity, either alone or when combined with other personal or identifying information that is linked or linkable by the user to a specific natural person. Personal Data also includes such other information about a specific natural person to the extent that the data protection laws applicable in the jurisdictions in which such person resides define such information as Personal Data.

“Program Terms” means these Partner Terms and the Partner Program Guide.

“Product(s)” means any of Wazuh's cloud-based software or other products, the available accompanying API's, the Wazuh Content, product related services, training, professional hours, and related technical and customer support, any Documentation and any Updates thereto that may be made available from time to time by Wazuh.

“Professional Services” (also referred to as Consulting Services) means all software implementation, architecture design, configuration, tuning, development, integration as well as consulting and any other type of professional services outside the scope of Support Services.

“Renewal Term” means any subsequent Partnership Term after the first Partnership Term.

“Reseller” means a third party that has a valid agreement with Wazuh for the resale of the Offerings and is designated by Wazuh as a “Reseller”.

“Restrictions” means the restrictions or requirements set forth in the Section 14 Conduct and Compliance.

“Sales Order/Order” means the ordering documents authorized or approved by Wazuh for purchases of Offerings hereunder, that are entered into between Partner and Wazuh or Customer and Wazuh.

“Services” means the professional services provided by Wazuh that may include, but are not limited to Wazuh Cloud, Support Services, Consulting Services (also referred to as Professional Services) and Training.

“Subscription Customers” means current Partner’s Customers with a valid Support Service or Wazuh Cloud contract in place.

“Support Agreement” means the terms and conditions governing the provision and use of the Offerings, which, as the case may be, incorporate the Services standards (Wazuh Service Level Agreement).

“Support Services” means collectively the Maintenance Services and Technical Support Services Wazuh provides in accordance with the applicable Support Agreement.

“Territory” the country(ies) where the Partner is authorized to market and sell the Offerings, as specified in the applicable Sales Order. Under no circumstances shall the Territory include any region or country where the United States government prohibits sales by United States companies, and any region or country designated as such by the United States government after the Territory is determined shall automatically be removed without further action by the parties.

“Trademarks” means the words, names, symbols, designs, or any combination thereof, used in commerce to identify and distinguish the products, services, and company, of a party from those of others and to indicate the source of such products and services.

“Updates” means any correction, update, upgrade, patch, or other modification or addition made to a Product from time to time, on as available basis.

“Wazuh Cloud” means the cloud-based services provided by Wazuh pursuant to the Master Services Agreement, including but not limited to cloud hosting, data storage, data processing, and related maintenance and technical support services, which are available in two options: Standard and Premium, as specified at <https://wazuh.com/cloud/>.

“Wazuh Platform” means collectively each Wazuh software in all deployment offerings, provided by Wazuh or Partner either directly to end users, or as otherwise permitted under the terms of this Partner Terms, including on-premises services and SaaS based offerings, and analysis servers, search engine and visualization platform, and all third-party software, including Open Source Components, that Wazuh may have used from third parties and delivered as part of the application, as well as any future Updates provided by Wazuh or its Partner, as specifically authorized by Wazuh.

“Wazuh Content” means the information and data, including the Wazuh Data, that is contained in or made available as part of or through the Wazuh Platform.

“Wazuh Data” shall mean the data generated by the Products, including but not limited to, correlative and/or contextual data, and/or detections. For the avoidance of doubt, Wazuh Data does not include Customer Data.

## 2. Program Terms

**2.1. Partner Terms.** Partner agrees to the Program Terms upon acceptance of a Sales Order that incorporates the terms of this agreement. These Partner Terms are a master agreement that cover all Wazuh Partner levels. The Sales Order and/or Partner Console will specify your partner designation (tier). Partner specific terms below and the Wazuh Partner Program Guide set forth the rights and obligations associated with each Partner level.

**2.2. Updating the Terms.** Wazuh may revise the Program Terms (including Partner level specific terms) from time to time in our sole discretion. Wazuh will post the new Partner Terms and/or Guide in the Partner Console. Partner’s continued participation in the Wazuh Partner Program following the posting of revised Partner Terms and/or Guide means that Partner accepts and agrees to the changes. The revised Partner Terms and/or Guide automatically supersede the prior version of the Partner Terms and/or Guide. New Partner Terms and/or Guides apply prospectively only.

**2.3. Partner Affiliates.** Partner may include Controlled Affiliates in Partner applications by having the Controlled Affiliate sign a participation agreement. By executing a participation agreement, Controlled Affiliates shall be subject to, and are bound by, the Program Terms. Partner shall be responsible for any Controlled Affiliate’s acts and omissions in connection with the Partner Program, including any use of the Offerings or for any purchases hereunder. Alternatively, each Partner Affiliate that desires to be included as a member in the Partner Program may separately apply and agree to the Program Terms and each applicant shall bear responsibility for its own acts and omissions.

**2.4. Non-exclusive appointment.** Provided that (i) Wazuh accepts Partner into the Wazuh Partner Program, and (ii) Partner complies at all times with the Program Terms, Wazuh appoints Partner and Partner accepts appointment as a nonexclusive Partner. Wazuh reserves the right at any time, in its sole discretion, to have Offerings that are not eligible for use, resale, or distribution under the Program Terms. The rights and licenses granted to Partner under the Program Terms are personal to Partner and Partner may not transfer or sublicense the appointment set forth in the Program Terms.

## 3. Partner personnel

**3.1. Qualified staff.** All Partners shall maintain a staff of employees with a good working knowledge of the Offerings, including their use, applications, limitations, installation, maintenance and related subjects. Partner shall appoint employees of appropriate experience and skill to participate in training programs offered by Wazuh as mutually agreed by the parties. Partner shall appoint one primary point of contact to coordinate the collaborative relationship with Wazuh's designated point of contact.

**3.2 Training and certification.** Wazuh requires Partner's completion of minimum training or certification programs established by Wazuh in accordance with the Partner level as described in the Partner Program Guide.

## 4. Partner Program marketing

The following marketing related rights and obligations apply to the extent allowed under the Partner level designated in the Guide.

**4.1. Business development program.** The parties will create a mutually agreed upon plan for taking the Offerings to market, which may include, but not be limited to: quarterly business reviews, pipeline review, joint marketing activities, press releases, and joint sales training.

**4.2. Publicity.** Subject to the terms of this Section 4, each party will have the right to refer to the fact that Partner is in a collaborative relationship with Wazuh on its website and in marketing collateral with respect to the Partner's Program designation. Otherwise, neither party will make any public statement or issue any press release with respect to this relationship without the prior written consent of the other party.

**4.3. Trademark use.** Each party (the "Trademark Party") grants the other party a worldwide, non-exclusive, non-transferable royalty free limited license (with no right of sublicense) during the term of the Program Terms to use the Trademark Party's Trademarks solely for the purpose of carrying out the terms of the Business Development Program and as otherwise contemplated by the Program Terms, including but not limited to, the promotion of the Offerings, the parties' joint efforts and channel programs; provided, that, such Trademarks are used solely in accordance with the Trademark Party's specifications as to style, color, and typeface, as such specifications may be modified by such party from time to time and communicated to the other party. Partner shall not affix any Wazuh Trademarks to products or services other than the genuine Offerings. Upon notice from the Trademark Party of its objection to any improper or incorrect use of the Trademark Party's Trademarks, the other party shall correct or stop such usage as soon as reasonably practicable.

**4.4. Ownership of Trademarks.** Each Trademark Party claims ownership of all right, title, and interest in and to its Trademarks, together with any new or revised trademarks, trade names, and logos that such Trademark Party may adopt to identify it or any of its products or services. Neither party shall claim any rights in the other party's Trademarks or take any action that threatens or challenges the Trademark Party's proprietary rights therein. Partner is prohibited from using or registering any of

Wazuh Trademarks or domain names, as part of Partner's company name, service name, trade names or domain names. Wazuh does not authorize Partner's use of any of the Wazuh Trademarks to promote or use for search engine ranking or ad word purchase or as part of a trade name, business name or Internet domain name in any manner that could be detrimental to the interests of Wazuh. If Partner registers or otherwise obtains rights to marks (as trademarks, service marks, URLs, company names or otherwise) in violation of the Program Terms, Partner will, at its own expense, transfer and assign such rights to Wazuh, and execute all documents reasonably requested by Wazuh to facilitate such assignment or transfer.

## 5. Resale and distribution

**5.1. Future Offerings.** Future Offerings are deemed added to the Program at such time as Wazuh designates them for resale by Partner. Partner has the option not to resell any new Offering added in this manner. Wazuh reserves the right to have Offerings that are not eligible for resale.

**5.2. Sales and marketing efforts.** Partner shall market, promote and resell the Offerings in accordance with the Program Terms. Partner's marketing and advertising efforts will be of no less quality than Wazuh's marketing and consistent with marketing materials made available by Wazuh and the Business Development Program.

**5.3. End user Support Agreement.** Partner shall resell, use, or provide for use (as applicable) the Offerings subject to Wazuh's Support Agreement(s) and any additional specific terms provided on the Wazuh quotation to the Partner. Only Wazuh can agree to changes to the Support Agreement which must be in a document signed by an authorized signatory of Wazuh. Partner must ensure that any terms between Customer and Partner are no less protective of Wazuh's rights under the Support Agreement. Partner shall quote to Customer and obtain Customer's agreement to any Customer specific terms provided in the Wazuh quote to Partner. Wazuh reserves the right to suspend or terminate the Offerings to any Customer that does not agree to the Support Agreement.

## 6. Fees and Payments

### 6.1. Partnership Fees and payment terms

**6.1.1. Sales Order.** By signing a Sales Order Partner accepts the Partner Program Terms, the fees related to the Partnership (Partnership Fees), the Partnership Term, the payment terms, and any other special terms established therein, as well as the agreements referenced in such Sales Order.

**6.1.2. Fees.** Partner shall be responsible for paying Wazuh the Partnership Fees as specified in the applicable Sales Order, along with any other amounts due under this Agreement. Additionally, Partner shall bear the responsibility for any applicable sales, use, excise, or other taxes that may arise as a result of this Agreement.

**6.1.3. Invoices.** The Partnership Fees for each Partnership Term will be invoiced as of the Effective Date. Partner acknowledges that Partnership Fees for Renewal Terms (Renewal Fees) are due on or by the

first day of such Renewal Term (Start Date). Wazuh may invoice parts of a Sales Order separately.

**6.1.3.1. Training seats.** When training seats are included in the Partner Program (as described in section 5.1 of the Guide), access to the course will not be granted unless full payment for the Partnership Subscription is made at least forty-eight (48) hours before the course begins.

## **6.2. Purchase terms for the Offerings**

**6.2.1. Form of Order.** When Partner purchases Offerings from Wazuh pursuant to a registered deal (as outlined in section 2 of the Guide) it must provide Wazuh with: (i) an executed Wazuh Sales Order form, or (ii) Partner's purchase order referencing the applicable Sales Order, (either, an "Order"). The terms and conditions of these Partner Terms shall apply to all purchase orders submitted by Partner to Wazuh and supersede any different or additional terms on Partner's purchase orders or other documents, regardless of any special terms contained thereof. Wazuh's obligation to provide the Offerings is subject to the agreement between Wazuh and Partner, as outlined in the applicable Sales Order. All purchase orders placed by Partner shall be subject to acceptance by Wazuh. Once accepted by Wazuh, Partner's Order(s) are non-cancellable by Partner. Sales Orders remain valid until the expiration date specified within unless canceled earlier, irrespective of the expiration of the Partnership Term.

**6.2.3. Price and invoicing.** Partner shall pay Wazuh for all Offerings at the price set forth in the Sales Order. As between Wazuh and Partner, prices are determined by the Wazuh list price minus the applicable discount unless otherwise provided in Wazuh's quote to Partner. Partner is free to determine and set its resale pricing of Offerings to Customers. At any time, Wazuh may change its prices and/or discounts effective at least 30 days after Wazuh's written notice of such. Wazuh may invoice Partner for the Offerings upon receipt of an Order.

**6.2.4. Discontinued Products.** Wazuh may discontinue Offerings providing Partner written notice (which may be in the form of a posted notice on the Partner Console or by email) of such discontinuance. Wazuh shall fulfill Order(s) for discontinued Offerings if such Order was accepted by Wazuh prior to the notice of discontinuance. Wazuh and Partner shall work together to address Partner's quotations based on Wazuh quotations for recently announced discontinued Offerings.

## **6.3. General invoicing and payment terms.**

**6.3.1 Orders.** Sales Orders are not subject to cancellation after execution, notwithstanding the foregoing, Wazuh may cancel any Sales Order at its sole discretion. Wazuh is not responsible for pricing, typographical, or other errors, in any quotation or offer and reserves the right to cancel any orders resulting from such errors. Purchase orders are non cancelable by Partner once accepted by Wazuh.

**6.3.2. Payment.** Unless otherwise provided in Wazuh's Sales Order to Partner: (i) Partner shall pay Wazuh within 30 calendar days of Wazuh's invoice date, and (ii) all payments shall be made in U.S. Dollars. If Partner believes that Wazuh has billed Partner incorrectly, Partner must notify Wazuh thereof no later than thirty (30) from the invoice date, otherwise the invoice shall be conclusively



deemed correct. Payment options may be credit card, wire/electronic transfer, company check, or other pre-arranged payment method. Any and all payments made to Wazuh pursuant to these Partner Terms are non-refundable, except as otherwise expressly provided herein.

**6.3.3. Late payments.** Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Customer will reimburse any costs or expenses (including, but not limited to, collection agency fees, reasonable attorneys' fees and court costs) incurred by Wazuh to collect any amount that is not paid when due. In addition to all other remedies available, in the event of default in the payment of any undisputed invoice, installments or interest for a period in excess of 60 days past their due date, Wazuh may, without notice or demand, declare the entire principal sum payable during the Support Term under all outstanding Sales Orders, immediately due and payable. Amounts due from Customer under this Agreement may not be withheld or offset by Customer against amounts due to Customer for any reason. Nothing herein limits Wazuh's remedies in the event Partner fails to pay Wazuh. Collection of amounts owed from Customer is Partner's sole responsibility, nevertheless Wazuh shall have no obligation to cease to provide the Offerings to any Customer regardless of their account balance.

**6.3.4. Taxes and Duties.** In addition to any payments due to Wazuh under the Program Terms, including those related to the purchased Offerings or the Partner Program itself, Partner shall be responsible for payment of any applicable taxes, shipping costs, insurance fees, duties, or other charges that may arise as a result of these payments. This includes, but is not limited to, state sales taxes or any taxes levied on such transactions. However, Partner shall not be held liable for taxes based on Wazuh's net income. In cases where a resale certificate is required, Partner agrees to provide such certificate to Wazuh as necessary. If applicable law requires Partner to make deductions or withholdings from payments to Wazuh, Partner shall ensure that the actual amount received by Wazuh, after deduction or withholding and after the payment of any additional taxes resulting from such deductions or withholdings, equals the amount that would have been received if no deduction or withholding was required. Partner shall promptly remit any additional amounts necessary to fulfill this requirement.

## 7. Term, suspension and termination

**7.1. Partnership Term (Term).** The Partnership Term will commence upon the Effective Date and continue for the period of time specified in the Sales Order, unless terminated earlier. If no term is specified in the Sales Order, the Partnership Term shall be deemed twelve (12) months. The Renewal Term will commence the first day following the Expiration Date of any Partnership Term.

**7.2. Auto Renewal.** Unless expressly stated otherwise by Customer, the Partnership Term shall be renewed automatically for successive Terms which will be equal to the duration of the then expiring Term and, in no case, less than twelve (12) months. Subject to feasibility based on the duration of the expiring Term, Wazuh shall provide Customer with two (2) written notices of the upcoming Auto



Renewal. First notice will be delivered to Customer at least ninety (90) days prior to the Expiration Date of each Partnership Term. The second notice shall be sent as a reminder to Customer at least forty-five (45) days before the Expiration Date. Notwithstanding the foregoing, Auto Renewal is not subject to the receipt of the aforementioned notices. Either Party may cancel the Auto Renewal by written notice to the other Party at any time up to thirty (30) days prior to the Expiration Date of any Term. The Fees for each Renewal Term may be subject to an increase, not exceeding seven percent (7%) over the prior year's Partnership Fees, unless those were designated as promotional or one-time in the applicable Order. In the event that Partner chooses to cancel the Auto Renewal but later wishes to renew a Term, the Renewal Fees will be based on the then-current list prices of Wazuh. No purchase order shall be needed by Wazuh to process invoices related to any Term renewed under the provisions of this Section 6.4. During any Renewal Term, the terms and conditions set forth in these Partner Terms shall remain in full force and effect.

**7.3. Suspension.** Wazuh may immediately suspend performance under these Partner Terms and Partner's access to, or use of, the Offerings if: (i) Partner fails to pay invoices when due, (ii) Wazuh believes that there is a significant threat to the security, integrity, functionality, or availability of the Offerings or any content, data, or applications in the Offerings; (iii) Partner or Customers are in breach of the Restrictions; or (iv) Wazuh determines, in its sole discretion, that Partner or any Customer has become a competitor of Wazuh; provided, however, Wazuh will use commercially reasonable efforts under the circumstances to provide Partner with notice and, if applicable, an opportunity to remedy such violation prior to any such suspension. Additionally, Wazuh reserves the right to suspend performance of the services provided under the applicable Support Agreement if Partner fails to make payment for any Offering.

**7.4. Termination by Wazuh.** Wazuh will have the right to terminate these Partner Terms immediately upon written notice to Partner if Wazuh determines, in its sole discretion, that Partner has become a competitor of Wazuh.

**7.5. Termination with cause.** Either party may terminate these Partner Terms upon 30 days written notice for a material breach of these Partner Terms if such breach is not cured within such 30-day period. Partner shall not terminate these Partner Terms nor any Sales Order without cause, unless all fees due under any and all Sales Orders have been fully paid in advance prior to the effective date of termination. In such event, any billing special terms agreed to for the benefit of Partner will be void upon receipt of termination notice by Partner.

**7.6. Rights upon termination.** Upon any termination of these Partner Terms: (i) any addendum(s) or amendment(s) to these Partner Terms shall automatically terminate, (ii) Partner is no longer authorized to conduct any activities under these Partner Terms; (iii) Partner shall immediately cease using the Trademarks of Wazuh and discontinue all representations that it has a relationship with Wazuh; and (iv) Partner shall promptly return to Wazuh any tangible sales literature, brochures, technical information, price lists, samples, evaluation units, and other materials received from Wazuh business or if intangible, destroy such items in a secure manner.

**7.7. Survival.** The Sections entitled, Ownership of Trademarks, Intellectual Property and Restrictions Confidentiality, Warranty Disclaimer, Indemnification, Limitation of Liability, Rights Upon Termination, Survival and Miscellaneous shall survive expiration or termination of these Partner Terms for any reason.

## 8. License grants

### 8.1. Definitions.

“Authorization Form” means a current express written authorization in a form reasonably acceptable to Wazuh that is executed by the applicable Joint Customer.

“Joint Customer” means a Wazuh Customer who also has a then-current valid evaluation or production use license to Partner Product(s).

“MSP Customer” means a Customer of a Packaged Offering.

“Non-Production Integration Purpose” means solely in a non-production environment: (i) developing, testing, and evaluating the integration between the Wazuh Product(s) and the Partner Product(s); and/or (ii) demonstrating the Products and/or Partner Integration to bona fide prospective Joint Customers at no cost to such prospective customers.

“Packaged Offering” means the Partner Products that when marketed, distributed and/or sold include the Products.

“Partner Integration” means the Partner created integration using: (i) Wazuh’s API(s) and/or the Wazuh Content, and (ii) the Partner Products.

“Partner Product” means the Partner: (i) cloud-based or on-premise software (or components thereof), API, software development kits “SDK(s)”, any functionality and/or data provided by such software, APIs or SDKs, and any documentation and any Partner Updates thereto, and/or (ii) services.

“Partner Updates” means any correction, update, upgrade, patch, or other modification or addition made to a Partner Product from time to time, on as available basis.

“Requesting Customer” means a Joint Customer that provides Partner, or requests Wazuh on behalf of such Customer through the execution of an Authorization Form to provide Partner, with access to, or use of one or more of the following: the Customer’s instance of the Products, a Wazuh Platform specific to such Customer (e.g., through issuance of an API key), and/or the Wazuh Content specific to such Customer.

**8.2. Software license.** All Wazuh Platform source code is licensed pursuant to the open source licenses GNU Public License version 2 (<https://www.gnu.org/licenses/old-licenses/gpl-2.0.en.html>), and Apache 2.0 License (<https://www.apache.org/licenses/LICENSE-2.0>) which prevail over the terms of this Partner Terms. Wazuh components use libraries that may follow other Open Source licenses. Source code for these Open Source Components is publicly available. Wazuh shall have no liability for

Evaluator's use of any third-party software, including Open Source Components and all Open Source Components are provided "AS IS" without any warranties, express or implied.

**8.3. Partner Product license.** If Partner provides Wazuh with access to a Partner Product and unless the parties have executed a separate written agreement governing Wazuh's use of the Partner Products, Partner grants Wazuh a limited, non-exclusive, non-transferable license to access and use such Partner Products, in compliance with the terms and conditions of these Partner Terms for the Non-Production Integration Purpose. This license grant does not transfer ownership of the Partner Product or the Intellectual Property Rights related thereto, which shall at all times remain, relative to Wazuh, the property of Partner. Wazuh shall not: (a) alter, publicly display, translate, create derivative works of or otherwise modify the Partner Product; (b) reverse engineer, decompile, or disassemble the Partner Product (except to the extent that such prohibition is expressly precluded by applicable law), or attempt to gain unauthorized access to the Partner Product or Partner's related systems or networks; or (c) remove or alter any Partner trademark or notice of proprietary right appearing on the Partner Product, or affix or place any labels or markings on the Partner Product that might be interpreted as a claim of ownership by Wazuh.

**8.4. Product interoperability testing.** During the development and evaluation of the Partner Integration, each party shall appoint a technical point of contact. Upon completion of the Partner Integration, Partner shall notify Wazuh in writing. Each party shall, in its sole and reasonable discretion, determine the success or failure of the interoperability. Partner shall not make the Partner Integration available to customers or other third parties until after review and written approval by Wazuh. Prior to making the Partner Integration available to customers or other third parties, Partner shall create technical and user documentation describing how: (a) the Products interoperate, and (b) to use the integrated Products. Such documentation may be used by both parties and be made available to each party's respective customers. Once the integration is completed and approved by Wazuh in writing, the parties shall, as long as both parties desire an integration, develop a process to ensure continuing integration compatibility, including, using commercially reasonable efforts to dedicate engineering resources to maintain integration. Each party shall be responsible for its costs of development and testing.

**8.5. Production license for Managed Service Providers.** If Wazuh provides Partner with access to a Wazuh Product and subject to Partner's compliance with the Program Terms, Wazuh grants Partner a limited, non-exclusive, non-transferable license to access and use the Requesting Customer's Cloud instance (if exists) solely on behalf of such Requesting Customer(s). Such access and use may occur through an integration approved pursuant to these Program Terms or through the applicable Wazuh Customer granting Partner access to that Wazuh Customer's Product(s) account with unique login credentials for Partner. Partner agrees to notify Wazuh in writing immediately if a Wazuh Customer revokes an Authorization Form or otherwise terminates its relationship with Partner in relation to the Wazuh Products. Except as otherwise expressly permitted or restricted under these Partner Terms, Partner's use of the Wazuh Products shall be subject to the support agreement accompanying such Offering.

## **8.6. Production license for Partner (MSP) with Packaged Offerings.**

**8.6.1. Packaged MSP License.** If Partner complies at all times with the Program Terms, Wazuh grants Partner a limited, non-exclusive, non-transferable license to access and use the Products (including the applicable Wazuh Content) in the Territory during the applicable Partnership Term in accordance with the Documentation solely as part of the Packaged Offering on behalf of each MSP Customer for such MSP Customer's own internal information security purposes. Partner's access and use is limited to (i) the quantity in the applicable Order, and (ii) access and use by Partner's employees. Partner may, during the Partnership Term install the Software Components on MSP Customers' Endpoints solely for MSP Customers' internal information security purposes up to the quantity in the applicable Order.

**8.6.2. Packaged MSP Customer Information.** Partner agrees to notify Wazuh in writing immediately if an MSP Customer terminates or ends its relationship with Partner in relation to the Wazuh Products. Partner acknowledges and agrees that all MSP Customers are subject to acceptance by Wazuh, such acceptance not to be unreasonably withheld. Partner understands and agrees that relative to Wazuh, Partner is solely responsible for all obligations to the MSP Customer, including, any warranties, representations, guarantees or obligations to MSP Customers, including regarding the Products. Wazuh's only obligations are to Partner as set forth herein.

**8.6.3. Packaged MSP Support.** Partner will be responsible for providing support to MSP Customers with respect to the such Customers' use of the Partner Products. Partner is solely responsible for providing all support and activation of the MSP Customers for the use of the functionality of the Products as incorporated into the Packaged Offering. Provided that Partner is current in the payment of all fees due to Wazuh, Wazuh will provide technical support to Partner in accordance with Wazuh's then-current support terms and conditions. The parties will use commercially reasonable efforts to resolve any issues that relate to the interoperation of the Partner Products with the Product(s). The Products are provided to Partner on an "as is, as available" basis.

**8.7. Installation and User Accounts.** Wazuh is not responsible for installing the Software Components unless Partner purchases installation services (if available) from Wazuh. For those Products requiring user accounts, only the single individual user assigned to a user account may access or use the Products via such user account. Partner is liable and responsible for all actions and omissions occurring under Partner's user accounts for the Products. Partner shall notify Wazuh if it learns of any unauthorized access or use of its user accounts or passwords for a Product.

## **9. Intellectual property and restrictions**

**9.1. Ownership.** Except for the limited license(s) expressly granted to Partner in the Partner Terms, all right, title and interest in and to the Offerings, including the concepts and technology inherent in the Offerings and deliverables, all Intellectual Property Rights related thereto, shall at all times remain relative to Partner, the sole and exclusive property of Wazuh. No other licenses, immunity or rights, express or implied are granted by Wazuh, by implication, estoppel, or otherwise. Except for the limited license(s) expressly granted to Wazuh in the Partner Terms, all right, title and interest in and to the

Partner Product, including the concepts and technology inherent in the Partner Products, and all Intellectual Property Rights related thereto, shall at all times remain relative to Wazuh, the sole and exclusive property of Partner.

**9.2. Product use requirements.** Partner's integration, if any, with the Products and use of the Products shall not interfere with the delivery or functionality of the Wazuh Platform, or the equipment used to operate the Products in any manner or by any means, including but not limited to excessive use, robots, spiders, site search or retrieval of content. Partner shall provide attribution to Wazuh for the interoperability of the Partner Products with the Products in a manner mutually agreed upon by the parties.

**9.3. Restrictions.** Partner shall not, and shall not cause, encourage or assist any third party to: (a) access or use the Offerings: in excess of, or beyond the term of, the Partner Terms and/or other restrictions/limitations described in an Order or the Guide, (b) conduct any benchmark, stress tests or other review or analysis for the purpose of competing with Wazuh. Partner agrees to use the Products in accordance with laws, rules and regulations directly applicable to Partner and acknowledges that Partner is solely responsible for determining whether a particular use of a Product is compliant with such laws.

**9.4. Monitoring.** Partner agrees that Wazuh may monitor use of the Wazuh Offerings, Wazuh Platform, and Wazuh Content to ensure quality, improve Wazuh Offerings, and verify Partner's compliance with Program Terms.

**9.5. Reservation of rights.** Subject to the restrictions herein and the section entitled Confidentiality, each party expressly reserves the right to: (i) develop or have developed its own products, services, functions, and techniques that are similar to or compete with the products, services, functions, and techniques developed or contemplated by other party, and/or (ii) work with or assist third parties who may offer products or services which compete with the other party's products or services.

**9.6. Open Source.** Wazuh uses Open Source software in the Products. All Wazuh platform source code is licensed pursuant to the open source licenses GNU Public License version 2 (<https://www.gnu.org/licenses/old-licenses/gpl-2.0.en.html>), and Apache 2.0 License (<https://www.apache.org/licenses/LICENSE-2.0>) which prevail over the terms of this Partner Terms. Wazuh components use libraries that may follow other Open Source licenses. Source code for these Open Source Components is publicly available.

## 10. Confidentiality

**10.1. Definitions.** In connection with the Program, each party ("Recipient") may be exposed to or acquire Confidential Information of the other party ("Discloser") or third parties to whom Discloser has a duty of confidentiality. "Confidential Information" means non-public information in any form and regardless of the method of acquisition that the Discloser designates as confidential to Recipient or which, due to the nature of such information and/or under the circumstances surrounding disclosure ought to be treated as confidential by the Recipient. Confidential Information shall not include

information that is: (i) in or becomes part of the public domain (other than by disclosure by Recipient in violation of the Program Terms); (ii) previously known to Recipient (which must be demonstrable) without an obligation of confidentiality; (iii) independently developed by Recipient without use of Discloser's Confidential Information; or (iv) rightfully obtained by Recipient from third parties without an obligation of confidentiality.

**10.2. Restrictions on use.** Recipient shall hold Discloser's Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party, other than to its employees, agents and consultants, including without limitation, counsel, accountants and advisors (collectively, "Representatives") and its Affiliates and their Representatives who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use Discloser's Confidential Information for any purpose other than to carry out the Program Terms and further the parties' business relationship as contemplated by the Program. Recipient shall take the same degree of care that it uses to protect its own confidential information of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Discloser's Confidential Information. Recipient shall promptly notify Discloser of any breach of the Program Terms that it becomes aware, and in any event, shall be responsible for any breach of the Program Terms by any of its Affiliates, Representatives or Affiliates' Representatives.

**10.3. Exceptions.** Recipient may disclose Discloser's Confidential Information: (i) to the extent required by applicable law or regulation, or (ii) pursuant to a subpoena or order of a court or regulatory, self-regulatory or legislative body of competent jurisdiction, or (iii) in connection with any regulatory report, audit or inquiry, or (iv) where requested by a regulator with jurisdiction over Recipient. In the event of such a requirement or request, Recipient shall give the Discloser prompt written notice of such requirement or request prior to such disclosure and reasonable assistance (at Discloser's expense) in obtaining an order protecting the information from public disclosure.

**10.4. Return or destruction.** Upon Discloser's written request, Recipient shall use commercially reasonable efforts to either return or destroy the Confidential Information and any copies or extracts thereof. However, Recipient, its Affiliates and their Representatives may retain any Confidential Information that: (i) they are required to keep for compliance purposes under a document retention policy or as required by applicable law, professional standards, a court or regulatory agency; or (ii) have been created electronically pursuant to automatic or ordinary course archiving, back-up, security or disaster recovery systems or procedures; provided, however, that any such retained information shall remain subject to the Program Terms. If Recipient elects to destroy Discloser's Confidential Information (subject to any retention rights provided in the Program Terms), Discloser may request that Recipient provide it with written confirmation of destruction in compliance with this provision.



**10.5. Equitable relief.** Each party acknowledges that a breach of this Section 10 shall cause the other party irreparable injury and damage. Therefore, each party agrees that those breaches may be stopped through injunctive proceedings in addition to any other rights and remedies which may be available to the injured party at law or in equity without the posting of a bond.

## 11. Warranty disclaimer

Except for any limited express warranties made by Wazuh for the Offerings in the applicable Support Agreement (which shall be applicable only if Partner or Customer is an end user of the applicable Offerings under such an agreement), Wazuh makes no other warranties relating to the Offerings or the Program, express, implied or statutory, including without limitation any warranties of non-infringement of third party rights, fitness for a particular purpose, or merchantability.

The Offerings are not fault-tolerant and are not designed or intended for use in any hazardous environments or high risk activities requiring fail-safe performance or operation. The Offerings are not for use in the operation of aircraft navigation, nuclear facilities, or communication systems, weapons systems, direct or indirect life-support systems, air traffic control, or any application or installation where failure could result in death, severe physical injury or property damage.

Partner acknowledges, understands and agrees that Wazuh does not guarantee or warrant that use of the Offerings will find, locate or discover all system threats, vulnerabilities, malware, and malicious software, and will not hold Wazuh responsible therefore. Partner agrees not to represent to Customer or any third party that Wazuh has provided such guarantee or warranty. No individual is authorized by Wazuh to make any warranty or representation concerning the performance of the Offerings. Partner shall make no warranty, express or implied, on behalf of wazuh.

## 12. Privacy and Personal Data

**12.1. Customer Data.** Partner agrees that it will protect the privacy and legal rights of Customers, and fully disclose in Partner's agreements with Customers, or prominently display, a privacy policy that describes to Customers the information that is collected by Partner, the Partner products and services, and if used by the Partner, the Offerings, and how such information is used and shared. Partner will maintain and process all Customer Data only as directed by the Customer. Neither Partner nor the Partner products and services will: (i) modify the Customer Data in a manner that adversely affects the integrity of that Customer Data; (ii) except as expressly agreed to by Customer, disclose Customer Data to any third party; (iii) unless with Customer's prior written consent, use Customer Data for any purpose other than providing the corresponding Customer a product or service; or (iv) store Customer Data except in a secure manner or for longer than necessary.

**12.2. Security measures.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Partner shall in relation to the Customer Data



implement appropriate technical and organizational measures designed to ensure a level of security appropriate to that risk, including, as appropriate, the measures required under applicable law.

**12.3. Privacy notice.** Partner has reviewed and understands Wazuh's Privacy Notice located at <https://wazuh.com/general-privacy-statement/>. Partner shall not, directly or indirectly, through action or inaction, cause Wazuh to be in violation of its Privacy Notice.

**12.4. Representations.** When Partner is a user of the Offerings on behalf of a Customer, Partner represents and warrants that: (i) Partner or Customer, owns or has a right of use from a third party, and controls, directly or indirectly, all of the software, hardware and computer systems (collectively, "Systems") where the Offerings will be installed, (ii) to the extent required under any federal, state, or local U.S. or non-US laws (e.g., Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq., Title III, 18 U.S.C. 2510 et seq., and the Electronic Communications Privacy Act, 18 U.S.C. § 2701 et seq.) it has authorized Wazuh to access the Systems and process and transmit data through the Offerings to the extent necessary to provide the Offerings, (iii) it has a lawful basis in having Wazuh perform the Offerings, process the Customer Data and any Personal Data provided by Partner or Customer; (iv) it is and will at all relevant times remain duly and effectively authorized to instruct Wazuh to carry out the applicable agreement and provide the Offerings, and (v) it has made all necessary disclosures and obtained all necessary consents and government authorizations required under applicable law to permit the processing and international transfer of Customer Data, including Personal Data to Wazuh, including onward transfers to its subprocessors.

## 13. Indemnification

### 13.1. Wazuh indemnity.

**13.1.1. Infringement.** Wazuh will defend, at its own expense, a third-party claim, suit or proceeding brought against Partner insofar as it is based on a claim that a Product or a Service deliverable when used by Partner in accordance with the terms of these Partner Terms, constitutes an infringement of a valid patent or a valid copyright. Wazuh shall pay all damages, costs and expenses finally awarded to third parties as a result of a final judgment against Partner or settlement of such claim negotiated by Wazuh but shall not be responsible for any compromise made without its consent. Upon notice of an alleged infringement, or if, in Wazuh's opinion, such a claim is likely, Wazuh shall have the right, at its option, to obtain the right to continue the distribution of Products or Service deliverable, substitute other products or services with similar operating capabilities and/or performance, or modify the Product or Service deliverable so that it is no longer infringing or subject to a third-party claim. In the event that none of the above options are reasonably available in Wazuh's sole discretion, Wazuh may terminate these Program Terms and all accompanying licenses. In the event Wazuh terminates the license of an Offering that is in use by Partner, Partner may as its sole and exclusive remedy obtain a refund from Wazuh of: (i) the fees paid to Wazuh for the Offerings subscriptions prorated for the remainder of any pre-paid subscription term unused by the Partner, or (ii) the portion of the fees attributable to the Service deliverable, as applicable. In the event Wazuh terminates the license of an

Offering that is in use by Customer, Partner may as its sole and exclusive remedy either obtain a refund from Wazuh of: (i) the fees paid to Wazuh for Product subscriptions prorated for the remainder of any pre-paid subscription term unused by the Customer, or (ii) the portion of the fees attributable to the Service deliverable, as applicable; provided, however, that Partner provides the same remedy to the Customer. This Section states Wazuh's entire liability under these Program Terms for all claims of intellectual property infringement. Wazuh shall not be responsible for any claim of infringement that arises from (i) modifications to a Product or Service deliverable not made by Wazuh, (ii) use of a Product or Service deliverable in a manner or in combination with products or services not provided by Wazuh to the extent such claim would not have occurred except for such modifications, use or combination; (iii) use of other than the latest available version of the Products or Service deliverable made available to Partner or the Customer; or (iv) any use of the Products or Service deliverable not in accordance with these Program Terms or the applicable end user terms, documentation or specifications.

**13.1.2. Breach.** Wazuh shall defend and indemnify Partner from any third party claims and the associated costs, damages or settlement (inclusive of attorney's fees and court costs) that a Partner may incur as a result of: (i) Wazuh's breach of the Support Agreement; or (ii) Wazuh's or its representative's negligent acts or negligent omissions, fraud or willful misconduct.

**13.1.3. Conditions.** To qualify for the defense and indemnification obligations set forth above, Partner must: (i) give Wazuh prompt written notice of any such claim, and (ii) allow Wazuh to control, and fully cooperate with Wazuh in, the defense and all related settlement negotiations.

## **13.2. Partner indemnity.**

**13.2.1. Infringement.** Partner shall indemnify and defend (which shall include cooperating with Wazuh as set forth below in the defense of) Wazuh and its Affiliates, and their officers, directors, employees, and agents (collectively, "Wazuh Indemnitees") from any third party claims and the associated costs, damages or settlement (inclusive of attorney's fees and court costs) that a Wazuh Indemnitee may incur as a result of, or arising from any allegation or claim of infringement or misappropriation of any third party rights regarding the development, maintenance, implementation, or sale of the Partner Products including when a part of the Packaged Offering or the Partner Integration.

**13.2.2. Combination Claims.** Insofar as Partner's obligations under Subsection 13.2.1 result from, arise out of, or relate to a combination of the Partner Products with Wazuh Products (a "Combination Claim"), Partner shall be liable to pay only its Proportionate Share of the costs, fees, damages and losses (collectively, "Costs") associated with such Combination Claim. The "Proportionate Share" payable by Partner shall be a portion of the Costs determined by Wazuh on an objectively fair and equitable basis to be attributable to Partner based on the relative materiality of the role played by the applicable Partner Products or Partner methods or actions in the Combination Claim. If Partner believes Wazuh's assessment of Partner's Proportionate Share is not fair and equitable, then Partner's Proportionate Share shall be determined, insofar as possible, through good faith negotiation between the parties; provided, however, that a failure of the parties to agree on Partner's Proportionate Share

shall not relieve Partner of its obligations to pay its Proportionate Share under this Section. Partner shall make payments in satisfaction of its Proportionate Share obligation whenever such payments become due.

**13.2.3. Breach.** Partner shall defend and indemnify the Wazuh Indemnitees from any third party claims and the associated costs, damages or settlement (inclusive of attorney's fees and court costs) that a Wazuh Indemnitee may incur as a result of: (i) Partner's breach of the Program Terms or any agreement with the Customer; (ii) Partner making a representation, warranty, or other statement on behalf of Wazuh that is not explicitly authorized in writing by Wazuh; or (iii) Partner's or its representative's negligent act, negligent omission, fraud or willful misconduct.

**13.2.4. Conditions.** To qualify for such defense and indemnification, Wazuh must: (i) give Partner prompt written notice of any such claim and (ii) fully cooperate with the Indemnitor in the foregoing. Wazuh shall have sole control over the defense of any Combination Claim. Partner shall cooperate in every reasonable way with Wazuh to facilitate the defense and may, at its option and at its own expense, participate with Wazuh in the defense with counsel of its own choosing. Where Wazuh controls the defense under this Subsection 13.2, Wazuh shall make good faith efforts to enter into a reasonable joint defense or common interest agreement with Partner. Insofar as Partner's obligations under Subsection 13.2 result from a claim other than a Combination Claim, Partner may control the defense of the claim provided that, promptly upon any of the Wazuh Indemnitees giving Partner written notice of the claim, Partner delivers to Wazuh written confirmation that it has retained counsel that has significant experience in litigating claims of the type at issue. The Wazuh Indemnitees may, at their option and expense, participate with Partner in the defense of any such claim including by employing separate counsel to provide advice regarding, assistance with, and participation in the defense of such claim.

## 14. Limitation of liability

Each party's sole remedy and the other party's sole obligation shall be governed by the Program Terms.

Except in the case of: (i) each party's defense and indemnification obligations under section 14, (ii) a party's fraud, gross negligence or willful misconduct, or (iii) Partner's breach of the restrictions, in no event shall: (a) a party be liable to the other party for any special, indirect, incidental or consequential damages arising from breach of warranty, breach of contract, negligence, or any other legal theory, whether in tort or contract, even if such party is aware of the likelihood of such damages occurring. any Wazuh profit from sales of products or services shall be deemed not to be special, indirect, incidental or consequential damages; and (b) a party's aggregate liability for damages to the other party exceed the aggregate amounts paid or owed by Partner to Wazuh under the Program Terms in the twelve (12) months preceding the claim.

Wazuh shall not be responsible for any damages or expenses resulting from alteration or unauthorized use of the Offerings, or from the unintended and unforeseen results obtained by Partner or any Customers resulting from such use.

## 15. Conduct and compliance

**15.1. Partner conduct.** Partner shall: (i) conduct business in a manner that reflects favorably at all times on the Offerings, goodwill and reputation of Wazuh; (ii) avoid deceptive, misleading or unethical practices that are or might be detrimental to Wazuh; and (iii) refrain from making any false or misleading representations or warranties with regard to Wazuh or the Offerings.

**15.2. Applicable laws.** Partner shall at all times conduct its efforts hereunder with the highest commercial standards and in strict accordance with all applicable laws, rules, directives and regulations (“Laws”). Partner shall be responsible for current and ongoing familiarity and compliance with all Laws applicable to the importation, distribution, marketing, sale, operation, use or support of the Offerings.

### 15.3. Export compliance.

**15.3.1.** Each party shall comply with all applicable United States and foreign laws and regulations, including without limitation: (i) all United States export laws and regulations governing the export or re-export of all Offerings and any products or services provided in connection with the Offerings, including without limitation the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and any regulations administered by the Department of the Treasury’s Office of Foreign Assets Control, and (ii) all applicable laws and regulations of countries other than the United States that govern such party’s importation, use, or re-export of the Offerings.

**15.3.2.** Partner acknowledges that whenever any commodities and/or technical data provided under these Terms is subject to the Export Administration Regulations (“EAR”) administered by the U.S. Commerce Department, each export or re-export thereof must be done 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 that are embargoed under U.S. law. Partner further agrees to comply with any reasonable conditions that Wazuh notifies Partner are contained in any applicable export licenses pertaining to the Offerings. Partner shall comply with any reporting requirements that may apply to the export or re-export of the Offerings and shall provide to Wazuh and the appropriate governmental authority any periodic reports containing such information as may be required under applicable law. Partner further agrees to pay any taxes or tariffs that may apply to the export, or re-export of the Offerings.

**15.3.3.** Partner represents and warrants that it has adequate policies and procedures in place to comply with this Section 15.3

**15.4. Anti-corruption.** Partner shall comply with all applicable global anti-corruption and anti-bribery laws, including the United States Foreign Corrupt Practices Act (collectively, the “Anti-Corruption Laws”). Partner represents, warrants and covenants that: (i) it has not and will not directly or indirectly make, offer, promise, give, or authorize a payment, gift, or anything of value for the purpose of influencing an act or decision of an employee or official of any government or government-controlled entity (including a decision not to act) or inducing such a person to use such person’s influence to affect any such governmental act or decision in order to assist Partner or Wazuh in obtaining, retaining, or directing business, and (ii) none of Partner’s directors, officers or employees, who have decision-making authority with respect to the Program Terms are government officials or have been convicted of any offense involving bribery, corruption, fraud or dishonesty, or to the best of Partner’s knowledge, have been or are the subject of any investigation, inquiry or enforcement proceeding by any governmental, administrative or regulatory body regarding any offense or alleged offense under any Anti-Corruption Laws.

**15.5. Unfair competition.** Partner shall comply with all applicable global antitrust or competition laws. Partner represents, warrants and covenants that it has not and will not engage in any action to unlawfully fix or set prices for the Offerings, or engage in conduct prohibited by an applicable global antitrust or competition laws.

**15.6. Policies, training and reporting.** Partner shall:

(i) Complete Wazuh’s training for Partners within the first twelve (12) months of acceptance into the Partner Program; (ii) Comply at all times with the Program Terms and maintain procedures to ensure such compliance with respect to Partner as well as to any third party that Partner engages with in relation to the Offerings, the Program Terms or the Partner Program; and (iii) monitor and enforce the Program Terms as appropriate; and (iv) Promptly notify Wazuh (notification shall be sent to [partner@wazuh.com](mailto:partner@wazuh.com)) if any circumstances change such that the representations in the Program Terms are no longer accurate or complete or Partner is not in compliance with the Program Terms.

**15.7. Compliance breach.** Wazuh may, without any liability to Partner, immediately terminate the Partner Terms (or any Partner Sales Order) or suspend Wazuh’s performance hereunder if: (a) Wazuh has reason to believe that Partner has breached this Section 15 (*Conduct and Compliance*), or that a breach may occur, or (b) Partner refuses to provide information requested by Wazuh to confirm Partner’s compliance with this Section 15. Partner shall promptly refund or return any incentive provided by Wazuh to Partner if Partner violates this Section 15 with regard to any transaction for which the incentive was paid.

## 16. Miscellaneous

**16.1. Assignment.** Partner may not assign these Partner Terms, by merger, operation of law or otherwise, without the prior written approval of Wazuh. For the purposes of this section, a change in the persons or entities that control 50% or more of the equity securities or voting interest of Partner

shall be considered an assignment of Partner's rights. Wazuh may assign these Partner Terms at any time and may delegate aspects of its performance under these Partner Terms to any of its Affiliates.

**16.2. Notices.** Except as otherwise provided herein, all notices to the parties shall be sent to the addresses listed either on the Sales Order or this Program Terms. Either party may change these addresses by written notice to the other party in accordance with this Section 16.2.

**16.2.1** All legal notices must be made via conventional mail, or overnight courier. Notice sent via conventional mail is deemed received four (4) business days after mailing. Notice sent via overnight courier is deemed received the second day after having been sent. Notwithstanding the foregoing, notice of breach, waiver, debt, suspension or termination, shall be deemed legally valid when delivered via email under the applicable terms for notices of section 16.2.3

**16.2.2.** Sales Orders, purchase orders, confirmations, invoices, notices related to section 7.2. (Auto Renewal), and other documents relating to Order processing and payment are formal notices and may be delivered electronically to the corresponding email addresses of each party's primary point of contact. Notice sent via email is deemed received four (4) hours after being sent.

**16.2.3.** Wazuh may broadcast notices and other messages through the Partner Console or by posting on the Wazuh website to inform Partner of any changes introduced to these Partner Program Terms, or other matters of importance.

**16.3. Waiver.** The waiver by either party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself.

**16.4. Severability.** In the event that any provision of these Partner Terms shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render these Partner Terms unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions, or if necessary to maintain the validity of the remaining terms, removed from the Partner Terms.

**16.5. Controlling law.** This Partner Terms and all matters arising out of or relating to this agreement, shall be governed by the laws of the State of California. Any dispute or disagreement arising out of or relating to this Partner Terms 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.

**16.6. Dispute resolution.** All disputes, controversies or claims related to or arising in connection with these Terms will first be referred to the Chief Operations Officers of each of the parties for an informal resolution. If this informal resolution does not resolve the dispute within 30 days, the parties hereto agree to submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. This provision shall not limit either

party's right for interim judicial relief, such as an injunction, an order of eviction, or similar actions. Any such arbitration shall proceed in accordance with the laws of the State of California and the venue of any such arbitration shall be held in San Jose, California. Within ten calendar days after the arbitration demand is served upon a party, the parties must jointly select an arbitrator with at least five years' experience in that capacity. If the parties do not agree on an arbitrator within ten calendar days, a party may petition the AAA to appoint an arbitrator. The decision of the arbitrator shall be final and binding and no party shall have rights of appeal. Each party shall bear its own costs and fees in connection with the arbitration; however, the arbitrator shall have the power to order one party to contribute to the reasonable costs and expenses of the other party, or to pay all or any portion of the costs of the arbitration.

**16.7. No agency.** The use of the term "Partner" is for convenience and does not reflect an intention of the parties to form a legal partnership. The parties are independent contractors under these Partner Terms, and nothing contained herein shall be construed as creating any agency, partnership, employment, or other form of joint enterprise between the parties and nothing contained in these Partner Terms (including use of the term "Partner") will be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) create a principal-agent or employer-employee relationship, or (iii) give either Party the authority to bind the other Party to any contract with a third party.

**16.8. Solicitation of employment.** The parties agree that their respective employees and executives, shall not to hire, solicit for employment or otherwise enter into a contract with any employee(s) or executive(s) of the other party, who becomes known to them by virtue of this agreement, during these Partner Terms and for twelve (12) months thereafter unless expressly agreed to in writing by the other party. This Section shall not prohibit general solicitations made through newspapers, trade publications, or Internet advertisements, nor to the hiring of individuals who respond to such solicitations provided that: (i) the employees first approached the hiring party (the "Hiring Party") in response to the Hiring Party's solicitation published in a newspaper, trade publication or on the Internet, which solicitation was directed solely to the public and not specifically targeted or directed to the other party or its employees; or (ii) the employees first approached the Hiring Party in search of employment on their own initiative without any direct or indirect prompting from the Hiring Party, or any person or entity acting on the Hiring Party's behalf, other than a public solicitation as stated in subsection (i)

**16.9. Force majeure.** Wazuh, Wazuh's agents and Affiliates, Partner and Partner's agents shall not be liable for any delay or failure to perform for any cause beyond their reasonable control, except for the payment of money, to the extent that performance is rendered impossible by strike, fire, flood, wars, sabotage, civil unrest, governmental acts, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the non-performing party.

**16.10. Entire Agreement: order of precedence.** The Program Terms completely and exclusively state the agreement of the parties regarding its subject matter. The Program Terms supersede all prior



proposals, agreements or other communications between the parties, oral or written, regarding such subject matter. The Program Terms shall not be modified except by a subsequently dated written amendment or appendix signed on behalf of Wazuh and Partner by their duly authorized representatives. Any provision of Partner's purchase order or other document purporting to vary or add to the provisions hereof shall be void.

This Agreement is duly executed by and between the parties as of the Effective Date, signifying their mutual intent to be bound by its terms and conditions.

**By Wazuh, INC.**

**By Customer**

**Signature**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

# Appendix A - Partner Program Guide

Version Date: June 26, 2023

## 1. Partner level

Subscriptions for the Partner Program are accepted upon execution of a Sales Order referencing the Partner Program Terms and the specific Partner level within the Program. Partners are considered certified partners when they subscribe to any of the Partner levels described in the table below (Section 3. Partner benefits) and successfully complete the associated training. As certified partners, it is mandatory to maintain at least one engineer with a valid Wazuh training certificate throughout the duration of the Partnership.

## 2. Deal registration

Partners are authorized to resell Wazuh Offerings to their Customers. As part of the Partner onboarding process, Wazuh will provide a deal registration mechanism, which may be subject to change. Partner will be required to submit in writing the proposed Customer's name, address, and any other relevant information requested by Wazuh. All deal registrations are subject to Wazuh's approval. Wazuh retains the right to decline a deal registration under the following circumstances: (i) the deal was not submitted through the designated mechanism, (ii) Customer is already an existing Wazuh customer, or (iii) Wazuh is already engaged in active discussions with Customer at the time of deal registration submission. Upon approval, the deal will be allocated to Partner. Once the deal is assigned, Partner will have a ninety (90) day period to place an Order for the approved deal. If Partner fails to do so within the specified timeframe, the deal registration will expire and no longer be considered valid. However, Partner is entitled to resubmit the deal registration for Wazuh's consideration.

## 3. Partner benefits

		Gold	Platinum
Service Augmentation	50GB Cloud Subscription	-	Yes
	Centralized Console for multi-tenancy	-	Yes
	Whitelabeling of the WUI	-	Yes
	Credentials to a demo environment	Yes	Yes
	Free cloud trial extensions of 7 extra days	Yes	Yes

	Support portal access to open tickets on behalf of the end-user		Yes	Yes
Training	4-day online technical training course (#seats)		1	2
	Sales orientation		Yes	Yes
Business Growth	Wazuh business development program		Yes	Yes
	Pre-sales assistance		Yes	Yes
	Listed in the Wazuh website as a certified partner		Yes	Yes
	Press release to announce Partnership		Yes	Yes
Discounts	Special discounts on any of the Wazuh Offerings & on Partnership Renewal Fees (subject to Discount Tier).	Tier 1	10% off list price	18% off list price
		Tier 2 3 or more Subscription Customers	14% off list price	22% off list price
			40% off Partnership Renewal Fees	
		Tier 3 5 or more Subscription Customers	18% off list price	26% off list price
			60% off Partnership Renewal Fees	
		Tier 4 10 or more Subscription Customers	22% off list price	30% off list price
			90% off Partnership Renewal Fees	

## 4. Service Augmentation

**4.1. 50 GB Cloud Subscription.** This Wazuh Cloud Standard subscription is intended to help eligible Partners, in compliance with the Partner Program Terms, jump-start their business with Wazuh by providing access to a cloud environment with 50 GB of hot storage capacity, at no additional cost. Partners can use this subscription for their own convenience, whether it is to support their own internal operations, demonstrate the value of Wazuh services to potential Customers, or even assign it to a Customer as a service subscription following the deal registration process.

Access to and use of this subscription is subject to the comprehensive terms and conditions outlined in the Wazuh Master Services Agreement (MSA), as any Wazuh Cloud subscription. By executing the Partner Program Terms, Platinum Partner represents and warrants acknowledgment and agreement with the MSA both on its own behalf and on behalf of its Customer when assigning the 50GB Cloud Subscription.

The status of this complimentary 50GB Cloud Subscription is directly tied to the Partnership. Therefore, the abovementioned Cloud subscription term aligns with the Partnership Term and its renewal is contingent upon the renewal of the Partnership.

**4.2. Centralized Console for multi-tenancy.** Platinum Partners with a minimum of two (2) Subscription Customers are eligible to access a multi-tenant web user interface (WUI) that presents data and enables efficient management of multiple environments through a single pane of glass.

Wazuh will provide Platinum Partner with a cloud-hosted Centralized Console to manage Subscription Customers using Wazuh Cloud. Wazuh cloud trials cannot be added to the Centralized Console. Partner agrees to strictly use the cloud-hosted Centralized Console for Subscription Customers with a valid Wazuh Cloud contract in place; otherwise, Wazuh reserves the right to disable the Console.

Where Platinum Partner has at least two (2) Subscription Customers using on-premises deployments with a valid Support contract in place, Partner will have access to a Centralized Console supported by Wazuh, in Partner's on-premises environment. The deployment and configuration of the Centralized Console requires Consulting Services, purchased separately, and linked to a SOW (Statement of Work) previously approved by Wazuh. Partner agrees to strictly use the on-premises Centralized Console for Subscription Customers with a valid Support Service contract in place; otherwise, Wazuh reserves the right to cease to support the Console and terminate all Services related to it, including but not limited to deployment and Consulting Services.

Upon termination of a Partnership Term, the cloud-hosted Centralized Console will be disabled, while the on-premises Centralized Console will no longer be supported by Wazuh.

**4.3. White labeling of the WUI.** Wazuh authorizes the eligible Partner to white label the Wazuh WUI of Customers with a valid contract in place. Partners may also white label the 50GB Cloud Subscription as well as the Centralized Console. White labeling is limited to the following changes:

- Wazuh dashboard - login: Logo, title, and subtitle
- Wazuh dashboard - plugin: Drop-down icon
- Wazuh dashboard - plugin - reports: Icon
- Wazuh dashboard - plugin - reports: Logo
- Wazuh dashboard - plugin - reports: Copyright
- Wazuh dashboard - browser tab: Title

**4.4. Credentials to a demo environment.** Read and view access to the Wazuh demo environment to help Partner showcase the product to Customer. The Wazuh demo environment is maintained by Wazuh and provided “as is”. White labeling does not apply to this demo environment.

**4.5. Free cloud trial extensions of 7 extra days.** Wazuh offers a 14-day free cloud trial publicly available on the Wazuh website. Partner can request 21-day trials for Customer at zero cost once the deal registration for Customer has been approved by Wazuh.

**4.6. Support portal access to open tickets on behalf of the end-user.** Upon the purchase of Wazuh Cloud or Wazuh support for on-prem deployments services for a particular Customer, Partner shall provide a list of users with access to the Wazuh support portal. The users must be either Partner's or Customer's employees. Wazuh will create a project for the Customer, and the users can only open tickets related to the Customer's project.

## 5. Training

**5.1. 4-day online technical training course (#seats).** This course is intended to help partners build their own team of Wazuh experts, prepared to deploy, configure, and tune the platform, as well as create their own custom Wazuh rules and dashboards. Partner is entitled to attend one of the public training courses limited to the number of seats stated in their assigned Partner level. Attendees will attend the first available course or a later course with available seats, within the first twelve (12) months of the contract. Upon completion, attendees will get a training certificate. Partner's commitment is to always have at least one Wazuh certified engineer during the term of the contract.

**5.2. Sales orientation.** A one-hour session intended for the Partner's sales team to learn how to sell the Product and position Wazuh over competition.

## 6. Business Growth

**6.1. Wazuh business development program.** Wazuh and Partner will design together a go-to-market plan with the goal of acquiring customers. The business development program may include but is not limited to:

- Sales objectives (short, med, and long term)
- Pre-sales meeting
- Marketing materials
- List price for initial tiers
- QBR meetings

**6.2. Pre-sales assistance.** Access to Wazuh's technical pre-sales team to assist with demos, proof-of-concepts, and other technical queries, during the Customer acquisition process, once the deal registration of Customer has been approved by Wazuh.

**6.3. Listed in the Wazuh website as a certified partner.** Partner is listed in the partner section of the Wazuh's website to get exposure to users seeking for Partner MSP or consulting services. Unless otherwise expressly stated by Partner, Wazuh will publish the Partner logo along with a brief description of the services and Territory covered.

**6.4. Press release to announce Partnership.** Official statement from Wazuh for public acknowledgement of the new alliance.

## 7. Discounts

**7.1. Special discounts on the Wazuh Offerings & on Partnership Renewal Fees (subject to Discount tier).** These Special discounts aim to motivate Partner to actively expand its Customer base, driving business growth and increasing earnings through the promotion of Wazuh solutions. Moreover, Partner is eligible for exclusive discounts on its Partnership Renewal Fees, further encouraging continued involvement and recognizing its contributions to the Partnership.

### 7.1.1. Discount Tier.

Each Discount Tier determines the discount rates applied by Wazuh to the list price of Wazuh Offerings and Partnership Renewal Fees when providing Partner with quotations. All Partners start at Tier 1 and can qualify for a higher Discount Tier by reaching the specified customer threshold for each Tier, taking into account Subscription Customers only. Once Partner achieves the customer threshold for a particular Tier, the corresponding discount rate becomes effective for all Sales Orders prepared by Wazuh in relation to the Offerings or the renewal of a Partnership Term.

The qualification criteria for each Discount Tier is the following:

- Tier 1: All Partners qualify for Discount Tier 1. Gold Partners are granted with an applicable discount of 10% on Wazuh Offerings, while Platinum Partners get a greater discount rate of 18%.
- Tier 2: Partner qualifies for this Tier upon having three (3) or more Subscription Customers. Gold Partners receive a 14% discount on Wazuh Offerings, while Platinum Partners receive a 22% discount. Additionally, all Partners receive a 40% discount on Partnership Renewal Fees.
- Tier 3: Partner qualifies for this Tier upon having five (5) or more Subscription Customers. Gold Partners receive a 18% discount on Wazuh Offerings, while Platinum Partners receive a 26% discount. Additionally, all Partners receive a 60% discount on Partnership Renewal Fees.
- Tier 4: Partner qualifies for this Tier upon having ten (10) or more Subscription Customers. Gold Partners receive a 22% discount on Wazuh Offerings, while Platinum Partners receive a 30% discount. Additionally, all Partners receive a 90% discount on Partnership Renewal Fees.

In light of the abovementioned, Wazuh will assess the number of Subscription Customers to determine the corresponding Discount Tier when preparing a Sales Order for Partner. For instance, if Partner has three (3) Subscription Customers, Wazuh will apply the Tier 2 discount to all forthcoming

quotations provided to Partner. This discount will remain in effect until the next Tier is unlocked, which in this case, occurs when Partner has a minimum of five (5) Subscription Customers.

Partner's assignment of the 50 GB Cloud Subscription to a Customer does not contribute towards fulfilling the conditions for the Discount tier, unless the assigned Customer purchases additional storage as a service expansion for the abovementioned subscription. In such cases, the assigned Customer will be considered a Subscription Customer.

## 8. Compliance

Wazuh reserves the right to perform a yearly assessment of compliance to ensure that Partner meets the Program requirements and, therefore, can continue to have access to the corresponding benefits to its level and Discount tier.