

Wazuh Cloud Account Terms of Use

Version date: April 12, 2024

We are happy to have you join our Wazuh Cloud Console experience and we hope you will make the most of your Cloud Account. Before you dive into exploring our Services, we would like to ensure you are familiar with some important guidelines.

These Wazuh Cloud Account Terms of Use (the "Terms") apply to both scenarios: when you sign up for a Wazuh Cloud Free Trial (Section A) and when you purchase a Wazuh Cloud Subscription (Section B).

Please read these Terms carefully as they form a legally binding agreement between Wazuh Inc. ("Wazuh", "we" or "us") and you or the person or entity you represent (collectively "you" or "Customer") when accessing the Wazuh Cloud Console by registering for a Wazuh Cloud Account (the "Account"). By creating or using the Account you represent and warrant that you are capable of providing consent and that you possess the full authority to enter into a contract on behalf of the entity you are representing.

Additionally, be aware that when you use or create an Account and/or access any Wazuh products or services, content, or other materials through the Account, you are also agreeing to be legally bound by the [Wazuh Website Terms of Use](#), and [Wazuh General Privacy Statement](#). If you do not agree with any of these terms, you may not register for an Account or use our products or services.

If you are using an Account based on a specific arrangement with Wazuh, such as the [Wazuh Cloud terms](#), that particular agreement will take precedence over these Terms.

Definitions

Within these Terms, certain capitalized words are explicitly defined below, while others may be defined in the accompanying Documentation or the Service Level Agreement. Additionally, there are non-capitalized words that may not be explicitly defined but are clarified within the context provided in the Documentation.

"Agreement" means these Terms together with the Documentation, and the Service Level Agreement.

"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.

"Application" means the web-based service and analysis servers, search engine and visualization platform provided as part of the Services.

"Blind Data" means non-personally identifiable system information resulting from your access and use of the Application, and representing only statistics, characteristics and metrics about usage, size and performance, but excluding actual User -specific data values.

“Your Data” means the data inputted by you or the Users for the purpose of using an Application, including the data inputted when signing up for the Account.

“Documentation” means the user manuals and any other materials regarding the proper installation and use of the Application, including updates thereto, in any form or medium made generally available by Wazuh, currently located at <https://documentation.wazuh.com>.

“Support and Maintenance Services” means ongoing maintenance and technical support services for the Application.

“Services” means the Application, and Support and Maintenance Services collectively.

“Subscription” means a monthly or annual Wazuh Cloud plan subject to the applicable Fees.

“Subscription Term” means the period during which you are entitled to receive Support and Maintenance Services, utilize the Application, and access the associated Documentation.

“Users” means individuals who are authorized by you to use the Application, including yourself.

Section A

Wazuh Cloud Free Trial

By signing up to your Account you are entitled to one (1) Wazuh Cloud free trial (the Trial). While all the provisions contained in Section B apply to the Trial, the following stipulations take precedence in the event of conflicting terms:

1. Term and Termination. The term for the Trial is fourteen (14) days and commences on the date that you create the first Wazuh Cloud environment through the Account. The first environment will have this free-of-charge period, while subsequently created environments will incur charges. The Trial expires within four (4) days if no agent is registered within the Cloud environment. We will cancel your Trial immediately if you do not comply with all these terms. The Trial can also be canceled by either of us at any time, by providing email notice to the other.

2. Limitations. The features and functions that you are entitled to use, as well as the allocation of cloud computing resources permitted during the Trial, are subject to Wazuh’s sole discretion and may be modified at any time.

3. Evaluators license. We grant you a non-exclusive, non-transferable, restricted license to access the Application solely for evaluating purposes, during the Trial’s term. Using the Application for commercial purposes or sharing access with third parties is strictly prohibited.

4. Support and Maintenance Services. While during the Trial you may receive certain Support and Maintenance Services. Wazuh is not obligated to provide them and the Service Level Agreement, attached as Appendix 2, does not apply to the Trial.

5. Evaluation obligations. By using the Application you agree to provide us with your evaluation results and experiences, promptly notifying us of significant issues encountered.

6. Warranties and disclaimers. You acknowledge that any and all of the Services, including but not limited to the Application and the Documentation, are provided "as-is." We make no express or implied warranties and disclaim any warranties regarding data loss or obtained results from the Services. We are not responsible for any losses arising from Service usage. For clarity, during the term of the Trial clauses 7 and 8 of Section B do not apply.

Section B

Wazuh Cloud Subscription

1. Use of your Wazuh Cloud Account

1.1. Login credentials. Using our Services involves setting up the Account with your email and a chosen password. It is crucial to maintain the confidentiality of your login details. You are solely responsible for any issues arising from inadequate security measures or the unauthorized use of your Account. If you suspect any unauthorized access, please inform us promptly.

1.2. Account limits. Registering multiple email addresses or attempting to evade fees by creating multiple Free Trial Accounts is not allowed and we will take all necessary measures to prevent this from happening.

2. Use of the Application

2.1. Use of the Application and Documentation. As long as you comply with all of these provisions, we grant you a limited, non-exclusive, revocable, non-transferable except as otherwise permitted herein, non-sublicensable right to use the Application and associated Documentation, during the Subscription Term.

2.2. Support and Maintenance Services. Wazuh commits to provide Support and Maintenance Services to the Application according to the Service Level Agreement.

2.3. Use limitations. Your right to use the Application is subject to and contingent upon your compliance with the limitations on use of such Application as specified in this Agreement, including User limitations referenced in the Documentation.

2.4. Reservation of rights. Wazuh retains all right, title, and interest to all software, products, works, and other intellectual property created, used, or provided by Wazuh for the purposes of this Agreement, including, but not limited to, the Application and all Documentation. Wazuh will own all right, title, and interest in and to all modifications or derivatives of, and improvements to, the

Application and all Documentation and any other part of the Services, irrespective of whether you or Wazuh creates them.

2.5. Your Data. You retain all rights, title and interest in and to Your Data, which we recognize as your property. Furthermore, we are aware that all intellectual property rights including Copyright, trademark, and trade secret rights in Your Data are and will remain your property. However, you grant Wazuh any necessary rights or licenses to use Your Data solely during the term of this Agreement, as required for us to perform our obligations hereunder, or after the Subscription Term as may be essential for our post-termination obligations. You agree to give us access to Your Data in order to monitor and diagnose performance related issues of the Application and to improve the Service. Additionally, you agree that we may use Your Data to collect, develop, create, extract, or otherwise generate statistics and other information and to otherwise compile, synthesize and analyze such as Blind Data. We do not expect you to provide Wazuh with any Personal Health Information (“PHI”) data. Please note that you are responsible for maintaining back-up on all Your Data. You are fully responsible for the content, accuracy and completeness of Your Data, and any loss, liabilities or damages resulting from Your Data, regardless of its nature. You shall not ingest and/or process Data to the Application if you do not have the right and authority to do so.

2.6. Feedback. If you provide any feedback to Wazuh concerning the functionality or performance of the Application (including identifying potential errors and improvements), it is understood that you assign to Wazuh all right, title, and interest in and to the feedback, and we are free to use the feedback without payment or restriction.

3. Your responsibilities

3.1. Compliance and use. You are responsible for (i) Your compliance and any Users' compliance with this Agreement; (ii) the accuracy, quality, integrity and legality of Your Data and of the means by which you acquired it; (iii) restricting access to Services only to Users; (iv) using the Application only in accordance with the Documentation; (v) using the Application and all Documentation in compliance with the Wazuh Acceptable Use Policy attached hereto as Appendix A and all applicable laws and government regulations; (vi) implementing commercially reasonable efforts to prevent and terminate unauthorized access to or use of the Application and all Documentation and immediately notify Wazuh in writing of any such unauthorized access or use; and (vii) cooperating and assisting with any actions taken by Wazuh to prevent or terminate unauthorized access or use of each Application or any Documentation

3.1.1. You are accountable for User's misuse of the Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; use the Services to store or transmit malicious code; interfere with or disrupt the integrity or performance of the Services or third-party data contained therein; or attempt to gain unauthorized access to the Application or their related systems or networks.

3.3. Use restrictions. You agree to use the Application in compliance with all relevant laws, including export control and data privacy laws. You will not and will not permit or authorize anyone to (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Application or Documentation in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Application; (ii) access all or any part of the Applications or Documentation in order to build a product or service that competes with the Services; (iii) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the Application or Documentation, or otherwise make the Applications or Documentation available to anyone; or (iv) circumvent or disable any security or other technological features or measures of the Applications.

4. Fees, billing cycle and payment

4.1. Fees. Upon subscribing to the Wazuh Cloud Service, you accept to pay all fees charged by Wazuh in relation to the such Service (the "Fees"). These Fees are calculated based on your setting preferences for each environment. These settings, together with the pricing schedule, are exclusively determined by Wazuh and may be modified at our sole discretion.

4.2. Billing Cycle: Your billing cycle starts on the first day of the initial Subscription Term for each environment, meaning the date on which you subscribe to the Wazuh Cloud Service. Subsequent invoices will be issued either monthly or annually, according to your choice. Prices are subject to changes between billing cycles; however, we will notify you of these adjustments before they become effective.

4.3. Payment. All amounts owed to Wazuh are in U.S. dollars, and payment must be made in this currency. Payments are non-refundable. By providing a credit card for payment, you authorize Wazuh to charge the Fees plus any outstanding balances, late fees, or related charges for the Services.

4.4. Upgrades and downgrades. If at any point you choose to adjust the setting preferences for your Wazuh Cloud environment, resulting in increased Fees, the changes will take effect immediately upon submission, and you will be charged the prorated additional amount in the current billing cycle. Subsequently, the next billing cycle will encompass the total Fees for the upgraded settings. On the contrary, if the adjustment decreases Fees, it becomes effective in the following billing cycle, and you will be able to continue using the Service in full until the current billing cycle ends. No refund will be provided in the event of a downgrade resulting in a Fees decrease.

4.5. Late payments. If you fail to make payment when due, Wazuh may offer a grace period of five (5) days from the invoice due date without incurring late fees. Beyond this period, a late payment fee of 1.5% of the outstanding balance per month may be applied. Additionally, after ten (10) days without receiving payment, we may suspend your access to our Services until full settlement, including late fees, is made. We may also initiate collection efforts, including legal action, with all associated costs at

your expense.

4.6. Taxes. All Fees are exclusive of taxes, levies, duties or charges imposed by government authorities (collectively, "Taxes"). Except for Taxes on Wazuh's income, revenues, gross receipts, personnel or assets, you are responsible for all sales, service, value-added, use, excise, consumption, withholding, and any other Taxes on amounts charged to you.

5. Term, Suspension and Termination

5.1. Term.

5.1.1 This Agreement will remain in effect as long as your Account is active.

5.1.2. The Subscription Term (the Term) for each Wazuh Cloud environment aligns with its billing cycle, hence it commences on the first day of each Wazuh Cloud Subscription, automatically renewing upon receipt of payment. We do not require any action on your part to start a new billing cycle.

5.2. Suspension. Wazuh may immediately suspend your Account and access to the Services if you (i) fail to make payment of an overdue invoice within five (5) days after the due date; or (ii) violate Your Responsibilities (Clause 3), the Wazuh Use Policies (Appendix A), or your confidential obligations (Clause 6). In any of these circumstances, you will still be responsible for all payments obligation and Wazuh will only restore the Account and access to the Services once the violation is remedied.

5.3. Termination.

5.3.1 This Agreement, together with any existing environment, will automatically terminate if you breach any of its provisions, including but not limited to payment obligations. Please note, that a breach of contract is a violation that is not cured within thirty (30) days of receiving notice.

5.3.2. Wazuh reserves the right to terminate this Agreement, together with any existing environment, at any time at its sole discretion, provided that ninety (90) days prior written notice is delivered to You.

5.3.3. If you want to cancel an environment you must communicate your intention to support@wazuh.com prior to the expiration of the then current Term, otherwise it will be renewed and charged accordingly. You may also terminate this Agreement by submitting an email request to cancel the Account along with any existing Wazuh Cloud environments. Termination will be effective as of the date that the cancellation request is processed by Wazuh.

5.4. Immediate termination. Either party may immediately terminate this Agreement upon email notice if the other party: (i) ceases to do business or otherwise terminates its business operations; (ii) becomes the object of the institution of voluntary proceedings in bankruptcy or liquidation; or (iii) becomes the object of the institution of involuntary proceedings in bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets, if such petition or proceeding is not dismissed or receiver discharged within 30 days of filing or appointment.

5.5. Post Termination. Upon termination of this Agreement, you shall promptly cease the use of the Account, as well as any Wazuh products, services, content, or other materials that may have been provided to You.

5.5.1. Data Transition Assistance. Upon termination of any Subscription Term, all of Your Data stored in the Application shall be destroyed by Wazuh in such manner as to render it unrecoverable. If you need assistance exporting Your Data from the Application, kindly notify us at least fifteen (15) days in advance. This will allow us to offer our Consulting Services, subject to the prevailing fees at that time, to facilitate the migration of Your Data.

5.6. Survival. In the event of termination of this Agreement, any provisions that, by their nature, should survive such termination shall remain in full force and effect. This survival includes, but is not limited to, sections pertaining to confidentiality, indemnity, payment obligations, and any other provisions that should reasonably continue to be in effect, unless specifically inapplicable or expressly stated otherwise.

6. Confidentiality

6.1. Definition. As used here, "Confidential Information" refers to all confidential data disclosed by one party ("Disclosing Party") to the other ("Receiving Party"), whether orally, visually, or in writing, marked as confidential or reasonably understood as such. Your "Confidential Information" includes Your Data, while Our "Confidential Information" includes all Applications, Documentation, Services, and sensitive information like financial, security, or architectural details. This also encompasses the terms of this Agreement, as well as business strategies, technology details, product plans, and disclosed business processes.

6.2. Exclusions. Confidential Information does not cover data that: (a) becomes public knowledge without breaching this Agreement by the Receiving Party; (b) is already known to the Receiving Party without confidentiality obligations; (c) is independently developed by the Receiving Party without using the disclosing party's Confidential Information; (d) is rightfully obtained from a third party without disclosure restrictions; or (e) receives prior written approval from the Disclosing Party.

6.3. Protection of Confidential Information. Except as permitted in writing by the Disclosing Party, the Receiving Party commits to using the same level of care it uses for its confidential information to prevent the disclosure or use of the Disclosing Party's Confidential Information outside the Agreement's scope. Access to such Confidential Information will be restricted to employees, contractors, or agents who need it for purposes aligned with this Agreement and who have signed similar confidentiality agreements.

6.4 Use and Disclosure Restrictions. During this Agreement and for five (5) years after its termination, both parties agree not to use or disclose the other's Confidential Information, except as allowed herein. Despite the previous sentence, Confidentiality obligations for trade secrets will persist indefinitely. We may disclose Your Confidential Information to our affiliates, or on a confidential basis

to legal or financial advisors, on a need-to-know basis. If compelled by law to disclose Confidential Information, the Receiving Party will notify the Disclosing Party and provide reasonable assistance if the Disclosing Party wishes to contest the disclosure.

7. Warranties and disclaimer

7.1. Warranties. Each party represents and warrants to the other that: (i) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; and (ii) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement.

7.2. Disclaimer. Each Application, access thereto, the Documentation and any Services provided hereunder are provided on an "as is" basis, and Wazuh and its affiliates and agents (i) do not make, and hereby expressly disclaim, any and all warranties, whether express or implied, including but not limited to warranties of merchantability, noninfringement, fitness for a particular purpose, title, quality, accuracy, and any warranties arising from course of dealing, usage, or trade practice; (ii) do not warrant that access to any Application will be uninterrupted, error-free, or secure, or that any information, software, or other material accessible or provided through any application is accurate, complete or free of viruses or other harmful contents or components; (iii) shall in no event be liable to you or anyone else for any inaccuracy, error, or omission in, or loss, injury or damage (including loss of data) caused in whole or in part by, or failures, delays, or interruptions of any Application, Documentation, or Services. Wazuh exercises no control over and expressly disclaims any liability arising out of or based upon the results of your use of any Application, Documentation, or Services. Some jurisdictions may not allow the exclusion or limitation of certain warranties. In such jurisdictions, Wazuh's liability shall be limited to the maximum extent permitted by law.

8. Limitation of liability

8.1. Disclaimer of Indirect Damages. Wazuh will not be liable for damages resulting from the use or inability to use any Application, Documentation, or Service, costs related to alternative goods or services, accuracy of data transmitted to other software or services, or unauthorized access to Your Data through security vulnerabilities. Except for liability arising from breaches of Your Responsibilities or your payment obligations, neither party shall be liable for lost profits, revenues, or indirect, special, exemplary, incidental, consequential, cover, or punitive damages, whether in contract, tort, or any other theory of liability, whether incurred by you or a third party, even if informed of the possibility of such damages. This disclaimer does not apply where prohibited by applicable law.

8.2. Cap on Liability. Except for liability arising from Your Responsibilities, your payment obligations, and Confidentiality breaches, neither party's overall liability under this Agreement, whether in contract, tort, or any other theory, shall exceed the total amount of Fees paid to Wazuh in the twelve (12) months before the incident.

8.3. Independent Allocations of Risk. Every provision in this Agreement limiting liability, disclaiming warranties, or excluding damages allocates the risks between the parties. This allocation is reflected in Wazuh's pricing and forms an essential part of the agreement between the parties. Each provision is independent, and these limitations remain effective even if any remedy fails to meet its essential purpose.

9. Mutual indemnification

9.1. Your indemnity. Wazuh will defend you against any claim, demand, suit, or proceeding ("Claim") made or brought against you by a third party alleging that the use of any Application as permitted hereunder infringes or misappropriates the intellectual property rights of a third party. We will indemnify you for any damages finally awarded, and for reasonable attorney's fees incurred by you in connection with any such Claim. To enable this defense you must promptly give us written notice of the Claim; provide us with all reasonable assistance, at our own expense, and hand us the sole control of the defense and settlement of the Claim (we will not settle any Claim unless it unconditionally releases you of all liability).

9.2. Exclusions from obligations. We will have no obligation under this Section 9 for any infringement or misappropriation to the extent that it arises out of or is based upon use of an Application in combination with other products or services if such infringement or misappropriation would not have arisen but for such combination; use of an Application for purposes not intended or outside the scope of the rights granted within this Agreement; failure to use an Application in accordance with the instructions provided by Wazuh, if the infringement or misappropriation would not have occurred but for such failure; or any modification of an Application not made or authorized in writing by Wazuh where such infringement or misappropriation would not have occurred absent such modification.

9.3. Mitigation of infringement action. If an Application's use becomes legally constrained due to the reasons outlined in 9.1., we will attempt to secure your continued use or replace/modify the Application. If these efforts fail, Wazuh will terminate the Application rights, refund any unused Subscription Fees, and terminate this Agreement.

9.5. Limited remedy. Sections 9.1., 9.2., and 9.3 establish Wazuh's sole and exclusive liability, and your sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party intellectual property right by any Application.

9.5. Wazuh's indemnity. You shall defend Wazuh against any Claim made or brought by a third party alleging that Your Data, or your use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law. You shall indemnify Wazuh for any damages finally awarded against, and for reasonable attorney's fees incurred by Wazuh in connection with any such Claim. This indemnification will proceed if we promptly give you written notice of the Claim; provide you with all reasonable assistance, at your expense; and hand you sole control of the defense and settlement of the Claim (but you cannot settle any Claim unless the

settlement unconditionally releases Wazuh of all liability).

10. General

10.1. Announcements and Trademarks. Unless stated otherwise, you agree that we may announce and list you as a valued customer of Wazuh. Similarly, unless stated otherwise, you grant us the limited right to showcase your logo on our website for promotional purposes throughout the term of this Agreement.

10.2. Relationship of parties. The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

10.3. Assignment and subcontracting. Neither party may assign performance of this Agreement, or any of its rights, or delegate any of its duties under this Agreement without the prior written consent of the other party. However, Wazuh may assign this Agreement with thirty (30) days prior written notice, in the case of a merger, acquisition or other change of control, or to an Affiliate which directly or indirectly owns at least 50% of the voting equity (or other comparable interest for an entity other than a corporation), and in such event this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Wazuh may subcontract to an Affiliate, or other third party to perform its duties under this Agreement, although it remains responsible for all of its obligations outlined in this document.

10.4. Amendments. Except as expressly stated herein, any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of the parties, and in no case can be modified or supplemented by any other written or oral statements, proposals, service descriptions, or purchase order forms.

10.5. Notices. All notices shall be delivered by email and shall be deemed sufficiently given two (2) business days after being sent.

10.5.1. For all communications to Wazuh, you may contact, as appropriate, (i) support@wazuh.com in relation to the Services, (ii) finance@wazuh.com, in relation to invoices and payments, (iii) your Wazuh Customer Success Manager for all other communications, including Services issues; and (iv) legal@wazuh.com in relation to legal matters arising out of this Agreement.

10.5.2. For notices or communications to you, Wazuh will contact you through an authorized email address, meaning that of an Account administrator or your billing contact. If you want to change or add contacts for notices, this shall only be done through an authorized email address.

10.5.3. Wazuh may broadcast notices or messages through the Application or by posting notices or messages on the Wazuh website to inform changes to the Services, or other matters of importance.

10.6. Force majeure. Except for your payment obligations, neither party will be responsible for any

failure or delay in its performance under this Agreement due to circumstances beyond its reasonable control, provided that these are not caused by the negligence of the non-performing party, including but not limited to: labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, act of God, governmental action (including the denial or cancellation of any export or other necessary license), or any other reason (including mechanical, electronic, internet service provider, or communications failure). If such force majeure circumstance lasts for more than 30 (thirty) days, either party may terminate this Agreement by notice to the other party, without such termination giving rise to any liability or right to any refund, nor releasing you from any pending payment obligations.

10.7. Solicitation of employment. The parties agree that during the term of this Agreement and for twelve (12) months thereafter, your officers or employees will not hire, solicit, recommend or advise, directly or indirectly, any Wazuh employee known to them under this Agreement, to celebrate any type of work or service contract with you.

10.8. Waiver. The waiver by either party of any breach of any provision of this Agreement 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. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

10.9. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

10.10. Dispute resolution. Any and all disputes, controversy or claims related to or arising in connection with this Agreement 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 thirty (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 (10) 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 (10) calendar days, a party may petition the AAA in order 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.

10.11. Governing law and jurisdiction. This Agreement 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 Agreement, if not resolved in terms of section 10.11, 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. Unless local law would require otherwise, the construction, interpretation and performance of this Agreement shall be governed by the substantive law of the State of California, excluding its choice of law rules, and applicable laws and regulations of the United States of America. The United Nations Convention on Contracts for International Sale of Goods shall not apply.

10.12. Entire Agreement - Order of Precedence. This Agreement, including all schedules, exhibits and attachments attached hereto, contains the complete understanding and agreement of the parties and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. In the event of conflict or inconsistency among the following documents, the order of precedence shall be: (1) Wazuh Cloud Account Terms of Use (2) Documentation.

Appendix A - Wazuh Acceptable Use Policy

This Acceptable Use Policy (“AUP”) describes activities that are not permitted on Wazuh’s Services. Capitalized terms used in this AUP that are otherwise not defined herein have the meaning ascribed to them in the Agreement.

You may not, and may not permit or authorize any third party to:

1. Use the Services to send or store (a) SPAM or otherwise duplicative or unsolicited messages, (b) infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, or © material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
2. Interfere with or disrupt the integrity or performance of the Services or the data contained therein;
3. Perform security, vulnerability, load testing or penetration tests or intentionally exploit known vulnerabilities in any capacity against the Wazuh infrastructure or applications;
4. Gain, or attempt to gain, unauthorized access to the Services; or
5. Use the Services in violation of (a) telecommunication carrier rules and regulations, or (b) any other applicable laws, rules and regulations, including, without limitation, those applicable to data privacy and us

Appendix B - Service Level Agreement

Version date: April 12, 2024

This Service Level Agreement (“SLA”) defines the service levels that Wazuh will endeavor to provide for the Maintenance and Support of the Application (“Service”). Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Agreement. Wazuh reserves the right to modify the scope of the Maintenance and Support of the Application; provided, however, Wazuh shall provide prior notice.

1. Support Portal

Wazuh facilitates Support and Maintenance Services via the Wazuh Support Portal. Customer access, granted during the Subscription Term per Agreement terms, requires secure credentials provided via email by the primary point of contact within Wazuh. While the number of Users with access credentials is not restricted, only authorized Users can manage credentials. Customer shall maintain one authorized User at all times. In the event there is no authorized User to manage credentials, Customer’s representative can offer evidence of authorization, such as relevant documents or a public demonstration of authority, as required at Wazuh’s sole discretion. Wazuh bears no responsibility and explicitly disclaims liability for support requests initiated via the Support Portal. Possession of valid credentials will suffice as authorization, allowing Wazuh to promptly undertake requested tasks.

2. Primary Coverage Hours

Wazuh agrees to provide Support and Maintenance Services within the days and hours set forth in accordance to the applicable Support level, excluding U.S. holidays observed by Wazuh Inc: New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve and Christmas Day (see table in section 4.3.3).

3. Support and Maintenance Services

Wazuh will make commercially reasonable efforts to provide the following during the applicable Subscription Term in accordance with this SLA:

3.1. Technical Support. Assist Customers during Primary Coverage Hours in identifying, analyzing, and resolving Wazuh Application challenges preventing the Application from operating as it was designed.

3.2. Service Management. Client activation, security monitoring, change control, problem management, and escalation procedures

3.3. Application Administration. Installation and server setup, support, monitoring, response, repair, tuning and capacity planning

3.4. Data backup and retention. Backups of Customer Data stored within the Application

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

4. Support Service Scope

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

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

- a failure or malfunction resulting from scripts, data, applications, equipment, or services provided and/or performed by Customer;
- outages initiated by Wazuh or its third-party suppliers at the request or direction of Customer for maintenance, back up, or other purposes;
- outages occurring as a result of any actions or omissions taken by Wazuh or its third-party suppliers at the request or direction of Customer;
- outages resulting from Customer's equipment and/or third-party equipment not within the sole control of Wazuh or Wazuh's agents or contractors;
- events resulting from an interruption or shut down of the Application due to circumstances reasonably believed by Wazuh to be a significant threat to the normal operation of the Application, the facility from which the Application is provided, or access to or integrity of data (e.g., a hacker or a virus attack);
- outages due to system administration, commands, file transfers performed by Customer representatives;
- other activities Customer directs, denial of service attacks, natural disasters, power and other utility outages, internet service outages, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, or other events caused by circumstances beyond Wazuh's reasonable control;
- Customer's negligence or breach of its material obligations under this SLA, the Agreement, or any other agreement between Customer and Wazuh; and

- lack of availability or extemporaneous response time of Customer to incidents that require its participation for source identification and/or resolution.

4.3. Issue Resolution. The inability to access the Application as specified in Section 4.1. will be considered an Issue if reported by Customer, and will trigger the following resolution procedures to be complied by both Wazuh and Customer.

4.3.1. Reporting an Issue. Customer may report an Issue through the Wazuh Support Portal, via email. When reporting an Issue, Customer will include a detailed description of the Issue. Customer will report each Issue encountered by Customer separately. Priority 1 (Critical) Issues which may be escalated by phone after creation.

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

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

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

Support level	Standard	Premium
Primary Coverage Hours	9am-5pm ET Monday to Friday	6am-6pm ET Monday to Friday 24x7 Critical Support

Response time	1 business day or less	6 hours or less
Product coverage	Wazuh	Wazuh
Email support	Yes	Yes
Webex sessions	Yes	Yes
24/7 Critical support (P1 & P2)	N/A	Yes
Response time for P1 and P2 during regular business hours	8 hours	4 hours
Response time for P3 and P4 during regular business hours	8 hours	6 hours
Health check-ups under request (remote and during regular business hours)	Included 2x a year (every six months)	Included 4x a year (every three months)

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

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

4.3.5. Uptime Service Credits. If the Wazuh Application fails to satisfy the uptime specified in the table below, for any given calendar month, Wazuh will issue the following extensions of service (Uptime

Service Credits) upon written request from Customer. All such Uptime Service Credits shall be added onto the calendar year in which they are accrued. In the event that Wazuh fails to meet its uptime guarantee three (3) months in a row or four months in any 12 month period, Customer shall have the right to terminate this Agreement.

Uptime	Rating	Service credits at no additional cost
≥ 99,9%	Meet goals	N/A
98% ≥ & < 99.9%	Tolerable	15 days extension of service
		2 hours of remote health-check
95% ≥ & < 98%	Unacceptable	30 days extension of service
		4 hours of remote health-check

5. Maintenance

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

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

6. Compatibility with third party Software

Customer consents and acknowledges that prior to upgrading or adding a third-party software, Customer is solely responsible to verify and insure that such third-party software is compatible with the current or future versions of the Application. Wazuh will not be responsible for any failures or malfunctions resulting from such upgrade, change, or addition of third-party software and reserves the right not to provide support for such installations.

7. Customer responsibilities

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

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

8. Limitation of the SLA

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

- Maintenance and Support for non-production environments and sand boxes
- Data migration
- Training
- Installation, configuration, and technical support for Customer equipment or operating system
- Technical support, consultation, or problem resolution pertaining to software or applications other than those supplied by Wazuh and described in this Agreement
- Resolution of problems resulting from negligence of Users of the Application, including specifically incorrect data entry, use of altered data, and failure to use the Application according to the Documentation
- Support for development other than assistance with development of new rules and decoders, and new dashboards or custom reports
- Any alterations or additions, performed by parties other than Wazuh, except for programs

using product interfaces provided by Wazuh

- Use of the Application on an operating environment other than that for which such the Application was designed, except as expressly prescribed in the Documentation
- Professional Services (Consulting Services).

9. Disclaimers

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

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

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

9.4. API. To the extent Wazuh provides Customer with API's as part of its support, such API's are provided "as is" without any warranty whatsoever. Customer is granted a personal, non-sublicensable, non-exclusive, non-transferable, limited license to use the API solely for Customer's internal use for exporting Customer's content from Wazuh to the new Customer system. Customer may not (a) copy, rent, sell, disassemble, reverse engineer or decompile (except to the limited extent expressly authorized by applicable statutory law), modify or alter any part of the API; or (b) otherwise use the API on behalf of any third party. The API license shall automatically terminate in the event Customer breaches this Section 9.4.

10. Terms of use

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

10.1. Illegal use. The Application may be used only for lawful purposes. The transmission, distribution, or storage of any information, data, or material in violation of any applicable law or regulation is prohibited. Without limitation of the foregoing, it is strictly prohibited to create, transmit, distribute, or store any information, data, or material which (a) intentionally infringes any copyright, trademark, trade secret, or other intellectual property right (or after written notification of such infringement, fails to remedy same in a timely manner); (b) is obscene or constitutes child pornography; (c) is libelous, defamatory, hateful, or constitutes an illegal threat or abuse; (d) violates export control laws or regulations; or (e) encourages conduct that would constitute a criminal offense or give rise to civil liability

10.2. Circumvention of Security Measures. Violations of system or network security are prohibited, and may result in criminal and civil liability. Wazuh will investigate potential security violations and may notify applicable law enforcement agencies if violations are suspected. It is strictly prohibited to attempt to circumvent the authentication procedures or security of any host, network, network component, or account (i.e. "cracking") to access data, accounts, or servers which the Customer (or its Users) is not expressly permitted or authorized to access. This prohibition applies whether or not the attempted intrusion is successful, and includes unauthorized probes or scans performed with the intent to gather information on possible security weaknesses or exploitable configurations.

10.3. Attacks. Customer is prohibited from interfering or attempting to interfere with service to any other user, host, or network on the Internet ("denial of service attacks"). Examples of such prohibited activity include without limitation (a) sending massive quantities of data with the intent of filling circuits, overloading systems, and/or crashing hosts; (b) attempting to attack or disable any user, host, or site; or (c) using, distributing, or propagating any type of program, script, or command designed to interfere with the use, functionality, or connectivity of any Internet user, host, system, or site (for example, by propagating messages, via e-mail, Usenet posting, or otherwise, that contain computer worms, viruses, control characters or trojan horses).

10.4. Email. Customer is prohibited from engaging in improper use or distribution of email over the Internet.