

Wazuh Cloud Account Terms Of Use

These Wazuh Cloud Account Terms of Use (the “Terms”) constitute a legal contract between Wazuh Inc. (“Wazuh”, “we” or “us”) and the person (“you”) registering for a Wazuh Cloud Account (the “Account”). By using the Account and/or accessing any Wazuh cloud products or services, content, or other materials through the Account, you irrevocably agree to these Terms. In addition, you agree that your access and use of content or other materials made available to you through the Account is subject to Wazuh’s Website Terms of Use available at: <https://www.wazuh.com/terms-of-use>. notwithstanding the foregoing, (i) if you are using your Account to access products, services, content, and/or materials that are being made available to you specifically pursuant to an agreement (“Wazuh Agreement”) between Wazuh or one of its affiliates and you or an entity on whose behalf you are acting, then such Wazuh Agreement will govern your use of the applicable product, service, content, and/or materials, and (ii) any Wazuh agreement whose terms address the subject matter covered by these Terms shall govern the parties’ obligations in lieu of these Terms.

Effective date: June 1, 2021

1. Use of your cloud Account

You are solely responsible for maintaining the security of the log-in credential for your Account and for any damages, losses, or liabilities that arise from your failure to secure your Account properly. You agree to immediately notify Wazuh of any unauthorized use of your Account, or any other breaches of security of which you become aware. You may not register multiple Accounts to simulate or act as a single Account or otherwise access Wazuh products, services, content or other materials made available to you via a Wazuh Account in a manner intended to avoid incurring fees.

2. Trial use of Wazuh Cloud Service

2.1. Trial. Your Account entitles you to one (1) free trial (“Trial”) of Wazuh Cloud Service. If you elect to try Wazuh Cloud Service, the following terms apply: (i) the term for the Trial is fourteen (14) days, which may be extended upon Wazuh’s written consent; (ii) the term for the Trial shall commence on the date that you use your Account to create a Wazuh Cloud Service environment; (iii) the features and functions you are entitled to use and the quantity of cloud computing resources you are allowed to use during the Trial are determined at Wazuh’s sole discretion and may be changed at any time; (iv) Wazuh Cloud Service may be used during the Trial for non-production, evaluation purposes only, unless otherwise agreed in writing by Wazuh; (v) the Trial is provided “AS IS” without warranty of any kind, and Wazuh disclaims all warranties, indemnities, and all other liabilities for the Trial; (vi) you may

be provided with certain support and maintenance services for the Trial (as described in Section 3); and (vii) either party may terminate the Trial upon five (5) days' written notice to the other party.

2.2. Your Data. In connection with your Trial of Wazuh Cloud Service, you may ingest information, content and data to Wazuh Cloud Service, or may retrieve such information, content and data (collectively, "Data") from, Wazuh Cloud Service. You are fully responsible for the content, accuracy and completeness of such Data, and any loss, liabilities or damages resulting from your Data, regardless of the nature of your Data. You hereby grant Wazuh a sublicensable, worldwide, royalty-free, and non-exclusive right to reproduce, modify, adapt and publish your Data solely for the purpose of enabling Wazuh to provide you with the Trial and any support services. You shall only ingest Data to the Wazuh Cloud Service that you have the right and authority to ingest and to process in the Wazuh Cloud Service.

2.3. Your Use of the Wazuh Cloud Service. You are solely responsible for maintaining the security of your Wazuh Cloud Service log-in credentials and for any damages, losses, or liabilities that arise from your failure to secure your Wazuh Cloud Service log-in credentials properly. You shall immediately notify Wazuh of any unauthorized use of your Wazuh Cloud Service environment, or any other breaches of security of which you become aware.

2.4. Restrictions and Reservation of Rights. You agree to use Wazuh Cloud Service in compliance with all applicable laws, including export control and data privacy laws. You shall not: (i) execute or attempt to execute any computer viruses, worms, time bombs, Trojan horses and other harmful or malicious code, routines, files, scripts, agents or programs ("Malware") in Wazuh Cloud Service or use Wazuh Cloud Service to transmit Malware; (ii) use Wazuh Cloud Service to store or distribute any information, material or data that is harassing, threatening, infringing, libelous, unlawful, obscene, or which violates the privacy or intellectual property rights of any third party; (iii) access or use Wazuh Cloud Service to compete against Wazuh; (iv) access or use Wazuh Cloud Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes, including, without limitation, for the purpose of designing and/or developing any competitive services; (v) except as expressly permitted herein, make access to Wazuh Cloud Service through your Account available to any third party; (vi) interfere with or disrupt the integrity, security or performance of Wazuh Cloud Service or third-party data contained therein; (vii) use Wazuh Cloud Service to process any Data relating to an identified or identifiable individual or protected health information as defined by the Health Insurance Portability and Accountability Act of 1996; (viii) use Wazuh Cloud Service to store or process any classified information (i.e., information given a security classification by a government body and protected against unauthorized disclosure under applicable law) or data subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State; or (ix) use Wazuh Cloud Service in furtherance of the violation of the rights of others.

Nothing in these Terms shall be understood to transfer from Wazuh to you any intellectual property rights, and all right, title and interest in and to the Account and any product, service (including Wazuh Cloud Service), content, and/or materials made available to you through your Account will remain (as between the parties) solely with Wazuh or its third-party suppliers.

3. Support.

3.1. Support for users with environment-based support. If you have an environment with Wazuh that includes the right to receive support, support will be provided to you in accordance with the terms governing your environment.

3.2. Support for users without environment-based support. If you do not have an environment with Wazuh that includes the right to receive support, you may be provided with support at Wazuh's discretion.

4. Termination

4.1. Termination. These Terms shall automatically terminate in the event that you breach a provision of these Terms, provided that Wazuh reserves the right to retroactively waive such automatic termination upon written notice to you. You may terminate these Terms by submitting a request to support@wazuh.com to cancel your Account. Such termination will be effective as of the time your cancellation request is processed by Wazuh.

4.2. Post Termination or Expiration. Upon termination or expiration of these Terms, for any reason, 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 through the Account.

4.3. Survival. Sections 4, 5, 6, and 7 shall survive any termination or expiration of these Terms.

5. Disclaimer of warranties

To the maximum extent permitted under applicable law, the Account and any products or services (including, without limitation, Wazuh Cloud Service), content, and/or other materials made available through the Account are provided "as is" without warranty of any kind, and Wazuh and its licensors make no warranties whether expressed, implied or statutory regarding the Account or any related products, services, content and/or materials. To the maximum extent permitted under applicable law, Wazuh and its licensors specifically disclaim all implied warranties of merchantability, fitness for a particular purpose and non-infringement with respect to the Account, and with respect to the use of the foregoing. Further, Wazuh does not warrant results of use or that the Account or any products or services (including, without limitation,

Wazuh Cloud Service) or will be error free or that the use of the Account or any products or services (including, without limitation, Wazuh Cloud Service) will be uninterrupted.

6. Limitation of liability

In no event shall either party or its affiliates or their respective licensors be liable for any loss of profits, loss of use, business interruption, loss of data, cost of substitute goods or services, or for any punitive, indirect, special, incidental or consequential damages of any kind in connection with or arising out of the performance of or failure to perform these Terms, whether alleged as a breach of contract or tortious conduct, including negligence, even if the responsible party has been advised of the possibility of such damages. In no event shall either Wazuh's or your total, cumulative liability under these terms exceed us\$500. The limitations of liability set forth in this section shall not apply to your breach of sections 1 or 2.

7. Miscellaneous

These Terms completely and exclusively state the entire agreement of the parties regarding the subject matter herein, and it, except to the extent expressly set forth with respect to an Wazuh Agreement, supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. These Terms may be modified by Wazuh from time to time, and any such modifications will be effective upon the date of update stated in the modified Terms. If any provision hereof is held unenforceable, these Terms will continue without said provision and be interpreted to reflect the original intent of the parties. These Terms and any non-contractual obligation arising out of or in connection with these Terms, are governed exclusively by the laws of the United States of America. These Terms shall not be governed by the 1980 UN Convention on Contracts for the International Sale of Goods. All disputes arising out of or in connection with these Terms, including their existence and validity, shall be resolved by the courts with jurisdiction in California, except where mandatory law provides for the courts at another location to have jurisdiction. The parties hereby irrevocably waive any and all claims and defenses either might otherwise have in any such action or proceeding in any of such courts based upon any alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar claim or defense. You may not assign these Terms (including by operation of law in connection with a merger or acquisition), in whole or in part to any third party without the prior written consent of Wazuh, which may be withheld or granted by Wazuh in its sole and absolute discretion. Any assignment in violation of the preceding sentence is void. Notices to Wazuh may also be sent to legal@wazuh.com.

By Wazuh, INC.

Signature _____
Name: _____
Title: _____
Date: _____

By Customer

Signature _____
Name: _____
Title: _____
Date: _____