Wazuh Cloud terms

Version date: July 7, 2025

These Wazuh Cloud terms, including all Sales Orders and Statements of Work agreed to by the parties (collectively, the "Agreement"), effective as of the Effective Date, are entered into and between Customer ("Customer") 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. By signing this Agreement or a Sales Order referencing these Wazuh Cloud terms, Customer and Wazuh agree to be bound to the following terms and conditions.

1. Definitions

1.1. Capitalized terms. Capitalized terms not defined herein shall have the meaning ascribed to them in the Documentation or the Service Level Agreement, attached hereto as Appendix B. Additionally, there are non-capitalized words that may not be explicitly defined but are clarified within the context provided in the Documentation. 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.

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

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

"Customer Data" means the data inputted by Customer or its Users for the purpose of using an Application.

"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 and Maintenance Services, and therefore not covered by the Service Level Agreement, performed by or on behalf of Wazuh for Customer pursuant to this Agreement.

"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/current/index.html.

"Effective Date" (also referred to as Start Date) means the effective date set forth in the Sales Order or, if no Effective Date is specified, the earliest date of Customer's signature either on the Sales Order or this Agreement.

"Expiration Date" (also referred to as End Date) means the date on which a Subscription Term finalizes.

"Qualifying PO" means a purchase order issued by Customer explicitly referencing the Sales Order number and encompassing all necessary information aligned with the Wazuh Order for invoicing purposes.

"Renewal Term" means any subsequent Subscription Term after the initial Subscription Term.

"Sales Order(s)" means the ordering documents authorized by Wazuh for purchases of Services hereunder, including Renewal Order (s) and addenda thereto, that are entered into between Customer and Wazuh from time to time.

"Services" means each Application, Support and Maintenance Services, AI Analysis, and Consulting Services, collectively.

"Subscription Term" means the period during which Customer is entitled to use the Services, as set forth in the applicable Sales Order, including the initial Subscription Term plus any Renewal Term.

"Support and Maintenance Services" means ongoing maintenance and technical support services for the applicable Application, implementation, configuration, and Consulting Services performed by or on behalf of Wazuh for Customer pursuant to this Agreement.

"Training Seats" means seats to attend any of the Wazuh technical Training courses, including but not limited to private sessions and the "Wazuh for Security Engineers" course, ll governed by the current version of the Wazuh Training Course Terms accessible at https://wazuh.com/legal-resources/training-course-terms/.

"Users" means individuals who are authorized by Customer to use the applicable Application.

2. Use of the Application

2.1. Right to Use the Application. Subject to the terms and conditions of this Agreement, Wazuh hereby grants to Customer, and Customer hereby accepts, a limited, non-exclusive, revocable, non-transferable (except as permitted in Section 11.4), non-sublicensable right to access and use the Wazuh Cloud Application as described in the applicable Sales Order and during the Subscription Term. This right includes access to a managed instance of the Wazuh open-source software, hosted and maintained by Wazuh, along with the provision of technical support and maintenance services, as further described in the Service Level Agreement (SLA) attached hereto as Appendix B. For clarity, this Agreement does not grant Customer a license to the Wazuh software itself, which remains publicly available under its applicable open-source license.

2.2. Use limitations. Customer's right to use each Application is subject to compliance with the terms of this Agreement, including the acceptable use requirements set forth herein, in the Documentation, and in the Acceptable Use Policy attached hereto as Appendix A. Any use of the Application that violates such limitations may result in suspension or termination of access.

2.3. Audit. Customer shall permit Wazuh to audit Customer's use of each Application to verify compliance with its obligations hereunder. Such audit may be conducted no more than once per

twelve months, at Wazuh's expense.This right will be exercised with reasonable prior written notice, in such a manner as not to interfere with Customer's normal conduct of business.

2.4. Reservation of rights. Wazuh and its licensors retain 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, each Application and all Documentation. Wazuh shall own all right, title, and interest in and to all modifications or derivatives of, and improvements to, each Application and all Documentation and any other part of the Services (created by either party). Customer hereby makes all assignments necessary to provide Wazuh the ownership rights set forth in the preceding sentence.

2.5. Customer Data. Wazuh hereby acknowledges and agrees that all right, title and interest in and to Customer Data are and shall remain the property of Customer and all intellectual property rights including Copyright, trademark, and trade secret rights in Customer Data are and will remain the property of Customer. Customer hereby grants to Wazuh, any necessary rights or licenses to use Customer Data solely during the term of this Agreement, as required for Wazuh to perform its obligations hereunder, or after the Subscription Term as may be essential for Wazuh's post-termination obligations. Except as agreed otherwise, Customer will not provide Wazuh with any Customer Data that includes Payment Card Industry ("PCI") data or Personal Health Information ("PHI") data. Customer shall provide Wazuh, in the form and format and on the schedule specified by Wazuh, all Customer Data reasonably required for Wazuh's performance hereunder.Customer grants and agrees to grant to Wazuh a non-exclusive, transferable, sublicensable, royalty-free license during the Term of the Agreement to use, reproduce, modify, and process Customer Data solely as necessary to provide the Service to Customer and the Users, including for the operation, maintenance, support, enhancement, and improvement of the Wazuh Cloud Platform and related features. This includes the right to analyze Customer Data for the purpose of generating and delivering AI Security Reports, as further described in section 2.6. Additionally, Customer agrees that Wazuh may use the Customer Data to collect, develop, create, extract, or otherwise generate statistics and other information and to otherwise compile, synthesize and analyze such as Blind Data. Customer shall be responsible for maintaining back-up on all Customer Data.

2.6. AI Analyst. Wazuh provides, as part of the Services and during the Subscription Term, an automated feature that generates security reports using artificial intelligence technologies (the "AI Security Reports"). These reports may include summaries of vulnerabilities, behavioral patterns, or trends observed in Customer's Wazuh Cloud environment. This feature is enabled by default for all Wazuh Cloud subscriptions, and reports are delivered on a weekly basis, when feasible, to all email addresses linked to Customer's Wazuh Cloud account. Customer may, at any time, request deactivation of the feature. All processing is performed within Wazuh-controlled infrastructure and/or through authorized Subprocessors. Customer Data processed to produce AI Security Reports shall not be used to train general-purpose AI models, nor shared with third parties for unrelated purposes. The AI Security Reports are provided solely as an informational aid. Customer remains responsible for reviewing and validating any actions based on their content.

2.7. Feedback. If Customer provides any feedback to Wazuh concerning the functionality or performance of an Application (including identifying potential errors and improvements), Customer hereby assigns to Wazuh all right, title, and interest in and to the feedback, and Wazuh is free to use the feedback without payment or restriction.

3. Customer's responsibilities

3.1. Account credentials. Customer is solely responsible for maintaining the confidentiality of the administrator and User login identifications, passwords, and account information.

3.2. Compliance and use. Customer shall be responsible for (i) Users' compliance with this Agreement; (ii) the accuracy, quality, integrity and legality of Customer Data and of the means by which Customer acquired Customer Data; (iii) restricting access to Services only to Users; (iv) using each Application only in accordance with the Documentation; (v) using each 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 each 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

3.2.1. Customer shall be accountable for User's misuse of the Applications 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 Applications or their related systems or networks.

3.2.2. Where Customer chooses to provide their own SSL certificates for use with the Wazuh Cloud platform, Customer is solely responsible for the validity, management, security, and proper configuration of such certificates and their associated private keys. This responsibility extends to any sharing or disclosure of the certificates or private keys to third parties beyond Wazuh. Wazuh shall not be held responsible for, and is expressly released from, any and all liability arising from the use, implementation, or management of these certificates. This includes, but is not limited to, security breaches, misconfigurations, expirations, unauthorized disclosures, or any sharing of the certificates or private keys with third parties. Wazuh makes no warranties, express or implied, regarding the functionality, compatibility, or security of any SSL certificates provided by Customer, and shall not be liable for any damages, losses, or claims resulting from Customer's use of such certificates with the Wazuh Cloud service.

3.3. Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Customer shall not, and will not permit or authorize third parties 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 Applications 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 Applications; (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 Applications or Documentation, or otherwise make the Applications or Documentation available to any third party (e.g., as a service bureau); or (iv) circumvent or disable any security or other technological features or measures of the Applications.

4. Consulting Services.

4.1. Professional hours. Consulting Services are made available to Customer in hourly packages which shall be used within one year from the Effective Date set forth in the applicable Sales Order or Statement of Work (section 4.2.) or as otherwise agreed between the parties.

4.2. Statement of Work. If Customer desires to obtain Consulting Services from Wazuh, Customer shall communicate to Wazuh the type and extent of Consulting Services needed, and Wazuh shall develop and provide to Customer a Statement of Work (the "SOW") describing the Consulting Services for Customer's review and approval. The commencement date of the SOW shall be the date agreed upon by the parties or the date of execution, and the timeframe for completing the tasks may be stipulated within the SOW. The SOW shall remain in effect until all tasks described therein are completed, unless earlier terminated pursuant to section 6. The parties may, by mutual agreement, make changes ("Changes") to the scope, content, deliverables, schedule or other substantive aspects of the Consulting Services agreed to in any SOW. The party requesting a Change shall prepare a written "Change Order," specifying in adequate detail the requested Change(s), and shall submit it to the other party for review and, if accepted, approval thereof. In no event shall any Change be effective or acted upon in any way or implemented until a Change Order defining such change has been approved in writing by the duly authorized representatives of both parties. Wazuh shall have no obligation to provide Consulting Services to Customer unless and until an SOW has been duly executed by Customer.

4.3. On demand Consulting Services. Notwithstanding the foregoing, if Customer purchases Consulting Services to be used on demand (i.e. without a previously agreed SOW), Wazuh will deduct the service hours dedicated in performing the applicable task(s), without the need for approval by Customer, nor giving it any right to a claim for the time allocated to the performance of said task(s).

4.4. Extraordinary expenses. When applicable, travel expenses, including reasonable transportation, lodging and meal expenses incurred in relation to the provision of pre-approved Consulting Services will be reimbursed by Customer and are in addition to the specified Consulting Services Fees.

5. Fees and payment

5.1. Sales Order. By signing a Sales Order Customer accepts the Services, the prices, the Subscription

Term, the payment terms, and any other special terms established therein, as well as the agreements referenced in such Sales Order. 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.

5.1.1. Issuance of a Qualifying PO by Customer shall be deemed unconditional and unreserved acceptance of the relevant Order. Once received by Wazuh, a Qualifying PO becomes non-cancellable by Customer. However, Wazuh reserves the right to reject a Qualifying PO at its sole discretion, provided that written notice is delivered to Customer.

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

5.3. Invoices and payment Terms.

5.3.1. Wazuh may invoice parts of an Order separately according to the following:

5.3.1.1. The Fees relating to accessing each Application (the "Subscription Fees") for the initial Term will be invoiced as of the Effective Date of the applicable Sales Order unless otherwise agreed upon by the parties, and for each Renewal Term, at the commencement of such Renewal Term. Customer acknowledges that Subscription Fees for Renewal Terms are due on or by the first day of such Renewal Term.

5.3.1.2. Fees for Consulting Services will be invoiced upon receipt of an executed Sales Order or Statement of Work.

5.3.1.3. Training Seats will be invoiced upon receipt of an executed Sales Order and shall be paid in full to obtain access to the course. Regardless of whether a Training Seat was billed together with other Wazuh Services, payment must be made at least five (5) days before the course begins and no later than thirty (30) days from the date of the invoice.

5.3.2. If Customer believes that Wazuh has billed Customer incorrectly, Customer must notify Wazuh thereof no later than thirty (30) days of the invoice date, otherwise the invoice shall be conclusively deemed correct.

5.3.3. Customer will make payment within thirty (30) days of the date of the invoice or as otherwise stated in the Sales Order. Unless otherwise specified in the applicable Sales Order, all amounts payable under this Agreement are denominated in U.S. dollars, and Customer will pay all such amounts in U.S. dollars. Payment options may be credit card, wire/electronic transfer, company check, or other pre-arranged payment method. Any and all payments made by Customer pursuant to this Agreement are non-refundable, except as otherwise expressly provided herein.

5.4. 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 the event of default in the payment of any undisputed invoices, 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 Subscription 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.

5.5. Taxes. All payments for Services under this Agreement shall be made free and clear and without deduction for any and all present and future Taxes. Payments due to Wazuh under this Agreement shall be increased so that amounts received by Wazuh, after provisions for Taxes and all Taxes on such increase, will be equal to the amounts required under this Agreement if no Taxes were due on such payments. For purposes of this Agreement, the term "Taxes" means all income withholding taxes, levies, imposts, duties, fines, or other charges of whatsoever nature however imposed by any country or any subdivision or authority thereof in any way connected with this Agreement or any instrument or agreement required hereunder, and all interest, penalties or similar liabilities with respect thereto, except such taxes as are imposed on or measured by a party's net income or property. Customer shall indemnify Wazuh for the full amount of Taxes attributable to the provision of Services under this Agreement, and any liabilities (including penalties, interest, and expenses) arising from such Taxes, within 30 days from any written demand by Wazuh. Without prejudice to the survival of any other Agreement of Customer hereunder, the obligations of Customer contained in this section shall survive the payment in full of all payments hereunder.

6. Term, renewal, and termination

6.1. Agreement Term. This Agreement will commence upon the Effective Date and continue for as long as there is a Sales Order or SOW still in effect, unless it is terminated earlier as set forth herein. In the event there are no Sales Orders or SOWs in effect for three (3) months in a row, this Agreement will automatically terminate. However, if the Subscription Term is renewed pursuant to section 6.4., this Agreement will persist even in the absence of an active Sales Order.

6.2. Subscription Term. The Subscription Term shall commence on the Effective Date, and will be in effect for the term specified in the Sales Order and until the Expiration Date, unless earlier terminated pursuant to sections 6.6. and 6.7. If no term is specified in the applicable Sales Order, the Subscription Term shall be deemed to be twelve (12) months. In the event Wazuh provides an Application to Customer on a date other than the Effective Date, the Subscription Term Start Date will be the date Wazuh provides the Application to the Customer. The Renewal Term will commence the first day following the Expiration Date of the initial Term or any Renewal Term.

6.3. Service continuity. The Subscription Term must be renewed on or before the expiration thereof

in order to continue receiving Services. In the event Customer fails to renew a Subscription Term, Services shall no longer be provided. Should Customer renew a Subscription Term after the expiration thereof, the Renewal Term will begin on the first day following the Expiration Date of the lapsed Subscription Term.

6.4. Auto Renewal. Unless expressly stated otherwise by Customer, the Subscription 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 Subscription 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 Subscription Term. The Fees for each Renewal Term may be subject to an increase, not exceeding seven percent (7%) over the prior year's Support Fees, unless those were designated as promotional or one-time in the applicable Order. In the event that Customer chooses to cancel the Auto Renewal but later wishes to renew a Subscription 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 this Agreement shall remain in full force and effect.

6.5. Suspension. Wazuh may immediately suspend Customer's account and access to the Services if (i) Customer fails to make payment of an overdue invoice within ten (10) business days after Wazuh has provided Customer with written notice of such failure; or (ii) Customer violates section 3.2. (Compliance and Use), section 3.3. (Restrictions), Appendix A (Wazuh Acceptable Use Policy), or section 7 (Confidentiality). Any suspension of services under the preceding terms will not relieve Customer of its payment obligations hereunder. Wazuh shall only restore account and access to the Services to Customer once the violation is remedied.

6.6. Termination for cause. Either party may terminate this Agreement, or a particular Sales Order or SOW executed hereunder, if the other party is in material breach of this Agreement, or such Sales Order or SOW and fails to cure its material breach within thirty (30) days after receipt of written notice by the non breaching party. Termination in accordance with this section 6.6. will take effect when the breaching party receives written notice of termination from the non-breaching party, which notice must not be delivered until the breaching party has failed to cure its material breach during the 30-day cure period. In the event of termination as a result of Customer's failure to comply with any of its obligations under this Agreement, Customer shall continue to be obligated to pay for any and all Services Fees as set forth in the applicable Sales Order or SOW, regardless of whether the Service was effectively rendered.

6.6.1. Customer shall not terminate this Agreement nor any Sales Order or SOW without cause, unless

all Fees due under any and all Sales Orders or SOWs 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 Customer will be void upon receipt of notice of termination by Customer.

6.7. Immediate termination. Wazuh or Customer may immediately terminate this Agreement, and all Sales Orders and SOWs executed hereunder, upon written 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.

6.8. Effect of termination. Upon termination of this Agreement or a Sales Order or SOW for any reason, either party shall return to the other any proprietary information in its possession, custody, or control. If applicable, such return and destruction shall be confirmed in writing and signed by an authorized officer of the relevant Party.

6.8.1 Data Retention Policy. Upon termination or expiration of a Subscription Term, Wazuh retains Customer Data for a period of up to thirty (30) calendar days (the Retention Period), unless otherwise instructed by Customer. This retention period is intended solely to safeguard Customer's ability to request restoration of their Wazuh Cloud environment in the event of unintended service termination. It supports business continuity and helps prevent unintentional data loss. During the Retention Period, Wazuh will maintain appropriate technical and organizational security measures to protect the retained Customer Data in compliance with applicable data protection laws. Notwithstanding the foregoing, Customer may, at any time and at its sole discretion, request the immediate deletion of Customer Data by providing written notice to Wazuh. This includes, but is not limited to, deletion upon termination or expiration of the applicable Subscription Term. Upon such request, or if no restoration request is received within the Retention Period, Wazuh will permanently delete all Customer Data in a manner that renders it unrecoverable, in accordance with its data deletion procedures and applicable legal requirements.

6.8.2. Data Transition Assistance. If Customer requires assistance to export its data upon expiration of the applicable Subscription Term, Wazuh will provide such assistance as part of its Consulting Services, subject to then-current Fees and availability. This request must be submitted in writing no later than fifteen (15) days prior to the Subscription's expiration date.

6.9. Non-exclusive remedy. Termination of this Agreement by either party shall be a non-exclusive remedy for breach (section 6.6.) and shall be without prejudice to any other right or remedy of such party.

6.10. Survival. Termination of this Agreement shall not release either party from any claim, including but not limited to any claim for payment, of the other party accrued hereunder prior to the effective date of such termination. sections 2.4. (Reservation of Rights), 2.5. (Customer Data), 2.6 (Feedback), 3 (Customer's Responsibilities), 5.2 (Fees), 5.3 (Invoices and Payment Terms), 5.4 (Late Payments),

5.5 (Taxes), 6 (Term, Renewal, and Termination), 7 (Confidentiality), 8.2. (Disclaimer), 9 (Limitations of Liability), and 11 (General) shall survive the termination of this Agreement.

7. Confidentiality

7.1. Definition. As used herein, "Confidential Information" means all confidential information disclosed by or otherwise obtained from a party ("Disclosing Party") to or by the other party ("Receiving Party"), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's "Confidential Information" includes Customer Data, while Wazuh's "Confidential Information" includes each Application, all Documentation, the product of all Services and Wazuh's financial, security, architectural or similar information. "Confidential Information" of each party shall include the terms and conditions of this Agreement and each Sales Order and SOW (if applicable), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by or on behalf of such party.

7.2. Exclusions. Confidential Information does not include information that: (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (b) is known to the receiving party at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (d) the receiving party rightfully obtains from a third party without restriction on use or disclosure; or (e) is disclosed with the prior written approval of the disclosing party.

7.3. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and limit access to Confidential Information of the Disclosing Party to those of its employees, contractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

7.4 Use and disclosure restrictions. During the term of this Agreement, and for a period of five (5) years after any termination of this Agreement, each party will not use or disclose the other party's Confidential Information except as permitted herein, except with respect to trade secret information, which shall remain confidential indefinitely. Wazuh is permitted to disclose Confidential Information of Customer on a need to know basis to employees, contractors, and agents of its direct and indirect parents, subsidiaries, and sister entities, or on a confidential basis to legal or financial advisors. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to

disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. Warranties and disclaimer

8.1. 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.

8.2. Disclaimer. Except as set forth in section 8.1. (Warranties), 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 Customer 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 customer's use of any Application, Documentation, or Services. Wazuh does not warrant the completeness, accuracy, or applicability of any AI Summary Report generated under the Services. Such reports are generated automatically and are intended solely to assist Customer in evaluating its security posture. Customer remains solely responsible for reviewing and validating any actions derived from such content. 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.

9. Limitation of liability

9.1. Disclaimer of Indirect Damages. Notwithstanding anything to the contrary contained in this agreement, Wazuh does not have any liability towards Customer for any damages caused by the use or inability to use any Application, Documentation or Service, the cost of procurement of substitute goods and services, accuracy of data transferred to any other software or service, or instances in which Customer Data stored or communicated through any application is accessed by third parties through illegal or illicit means; including without limitation situations in which Customer Data is accessed through the exploitation of security gaps, weaknesses or flaws that may exist. Except for liability arising out of breaches of section 3 (Customer's Responsibilities) or

section 5 (Fees and Payment), in no event shall either party have any liability to the other party (nor to any person claiming rights derived from the other party's rights) for lost profits or revenues, or for any indirect, special, exemplary, incidental, consequential, cover or punitive damages however caused, whether in contract, tort or under any other theory of liability, whether incurred by a third party or Customer, and whether or not the party has been advised of the possibility of such damages. The foregoing disclaimer shall not apply to the extent prohibited by applicable law.

9.2. Cap on Liability. Except for liability arising out of breaches of section 3 (Customer's Responsibilities) or section 5 (Fees and Payment), and section 7 (Confidentiality), in no event shall either party's aggregate, cumulative liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability, exceed the total amount of Subscription Fees paid by Customer hereunder in the twelve (12) months preceding the incident.

9.3. Independent Allocations of Risk. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks of this Agreement between the parties. This allocation is reflected in the pricing offered by Wazuh to Customer and is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of this Agreement. The limitations in this section 9 will apply notwithstanding the failure of the essential purpose of any limited remedy in this Agreement.

10. Mutual indemnification

10.1. Indemnification by Wazuh. Wazuh shall defend Customer against any claim, demand, suit, or proceeding ("Claim") made or brought against Customer 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, and shall indemnify Customer for any damages finally awarded against Customer, and for reasonable attorney's fees incurred by Customer in connection with any such Claim; provided, that Customer promptly gives Wazuh written notice of the Claim; gives Wazuh sole control of the defense and settlement of the Claim (provided that Wazuh may not settle any Claim unless the settlement unconditionally releases Customer of all liability); and provides to Wazuh all reasonable assistance, at Wazuh's expense.

10.2. Exclusions from obligations. Wazuh will have no obligation under this section 10 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 by Customer for purposes not intended or outside the scope of the license granted to Customer; Customer's failure to use an Application in accordance with 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.

10.3. Mitigation of infringement action. If Customer's use of any Application is, or in Wazuh's reasonable opinion is likely to become, enjoined or materially diminished as a result of a proceeding arising under section 10.1. (Indemnification by Wazuh), then Wazuh will either: (i) procure the continuing right of Customer to use the Application; (ii) replace or modify the Application in a functionally equivalent manner so that it no longer infringes; or (iii) if, despite its commercially reasonable efforts, Wazuh is unable to do either (i) or (ii), Wazuh will terminate Customer's right with respect to the Application and refund to Customer all unused Subscription Fees pre-paid by Customer with respect to such Application.

10.4. Limited remedy. sections 10.1., 10.2., and 10.3 establish Wazuh's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party intellectual property right by any Application.

10.5. Indemnification by Customer. Customer shall defend Wazuh against any Claim made or brought against Wazuh by a third party alleging that Customer Data, or Customer's use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and 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 by Customer will proceed under the circumstances described above and if Wazuh: (i) promptly gives Customer written notice of the Claim; (ii) hands to Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless the settlement unconditionally releases Wazuh of all liability); and (iii) provides to Customer all reasonable assistance, at Customer's expense.

11. General

11.1. Announcements. Unless expressly stated otherwise, Customer agrees that Wazuh may publicly announce and list Customer as a Customer of Wazuh.

11.2. Trademarks. Unless expressly stated otherwise, Customer grants Wazuh the limited right to use its logo for promotional purposes on its website during the term of this Agreement.

11.3. 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.

11.4. 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, including without limitation any change of control involving Customer, without the prior written consent of the other party. Notwithstanding the preceding sentence, Wazuh may assign this Agreement with thirty (30) days prior written notice to Customer, 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 so long as Wazuh remains responsible for all of its obligations under this Agreement

11.5. 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. For clarification purposes, neither Wazuh's acceptance of Customer's purchase order nor Wazuh's commencement of performance under this Agreement shall constitute acceptance of any terms, conditions, or other provisions contained therein, and Wazuh shall have no obligation to honor any additional or conflicting terms unless contained in a written agreement signed by an authorized representative or officer of both parties.

11.6. 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 Agreement. Either party may change these addresses by written notice to the other party in accordance with this section 11.6.

11.6.1 All legal notices must be made via conventional mail, or overnight courier. Notice sent via conventional mail is deemed received four 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 11.6.2.

11.6.2. Sales Orders, purchase orders, confirmations, invoices; notices related to section 6.4 (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, if not acknowledged or confirmed received by the recipient, shall be deemed received on the following business day.

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

11.7. Force majeure. Except for payment obligations for the Services rendered by Wazuh, 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 written notice to the other party, without such termination giving rise to any liability or right to any refund, nor releasing Customer from its payment obligations.

11.8. Solicitation of employment. The parties agree that during the term of this Agreement and for twelve (12) months thereafter, Customer's officers or employees will not hire, solicit, recommend or advise, directly or indirectly, any Wazuh employee known to them under this Agreement, to enter into any kind of work or service contract with Customer. 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).

11.9. 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.

11.10. 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.

11.11. 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.

11.12. 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 11.11, 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.

11.13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of executing this Agreement, a facsimile copy or a ".pdf" image delivered via email of an executed copy of this Agreement will be deemed an original. The parties may also execute this Agreement by signing a Sales Order Form or SOW referencing it. Electronic signatures are deemed valid and binding in terms of executing this Agreement.

11.14. 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. No purchase order issued by Customer shall have the authority to modify the terms of this Agreement. In the event of conflict or inconsistency among the following documents, the order of precedence shall be: (1) SOW, (2) Sales Order, (3) Wazuh Cloud terms, (4) Documentation.

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.

Signature

Name: _____

Title: _____

Date: _____

By Customer

Signature

Name: _____

Title: _____

Date: _____

Appendix A - Wazuh Acceptable Use Policy

This Acceptable Use Policy ("AUP") sets forth specific rules and prohibitions applicable to Customer's use of the Wazuh Application. It forms an integral part of the Agreement and is intended to ensure lawful, responsible, and secure use of the Services. Any violation of this AUP may constitute a material breach of the Agreement and result in immediate suspension or termination of access to the Application. Capitalized terms used in this AUP that are otherwise not defined herein have the meaning ascribed to them in the Agreement.

Customer 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 use.

Appendix B - Service Level Agreement

Version date: July 7, 2025

This Service Level Agreement ("SLA") defines the service levels that Wazuh will endeavor to provide regarding the availability, 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 Customer written notice.

1. Scope of this SLA

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

- **Technical Support.** Provide assistance during Primary Coverage Hours to help customers diagnose and address issues affecting the normal operation of the Wazuh Application.
- **Service Management.** Facilitate client activation, security monitoring, change control, problem management, and escalation procedures in line with service protocols.
- **Application Administration.** Provide installation and server setup, along with ongoing support, monitoring, response, repair, tuning, and capacity planning.
- **Application Availability.** Strive to ensure the Wazuh Application is accessible and operational according to the agreed-upon uptime targets.

2. 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.

3. 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.).

4. Technical Support

4.1. 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. Critical Issues may be reported by phone.

4.2. 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. 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

Online meetings	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
Remote health checks.	Included 2x a year (every six months)	Included 4x a year (every three months)

4.4. Response Time Service Credits. In the event Wazuh fails to meet the response time commitments described in Section 4.3 during any calendar quarter, and upon written request from Customer, Wazuh will issue the applicable service credits ("Response Time Service Credits") as detailed below. These Response Time Service Credits must be claimed by Customer within the calendar year in which they are accrued; otherwise, they shall be deemed void. The issuance of Response Time Service Credits is Customer's sole and exclusive remedy with respect to deviations from the applicable response time commitments, and reflects Wazuh's commitment and accountability in service delivery.

Meeting response time	Rating	Service Credits
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

4.5. Customization-related tickets. Requests related to custom rules, dashboards, or integrations must be submitted individually through the Support Portal, with one ticket per specific request. While there is no strict limit on the number of customization tickets a customer may submit, Wazuh may address up to two active customization tasks concurrently. This approach allows Wazuh to provide focused technical attention and avoid delays caused by overlapping or dependent tasks. Some requests may need to be completed before others due to architectural constraints, and Wazuh may ask Customer to indicate priorities or agree on an execution order.

5. Maintenance

Wazuh periodically adds, repairs, updates, and upgrades the data center network, hardware, and the Application. Wazuh will use commercially reasonable efforts to carry out these activities without affecting Customer's access to the Application during the Maintenance Window (i.e., the period of time during which the Maintenance activities are conducted by Wazuh). Where feasible, as determined at Wazuh's sole discretion, the Maintenance Window for certain activities will be communicated to Customer in advance. Scheduled Maintenance, such as updates to the Application, is both planned and notified beforehand. Planned Maintenance which consists of preventive tasks, follows a predefined schedule and will be notified when possible. Unscheduled Maintenance, required for emergency or critical repairs, is performed immediately without prior notice. In any case, during the Maintenance Window, the Application may not be fully available for Customer's usage. 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
Application Updates	Scheduled Maintenance to conduct updates to the latest stable Wazuh Cloud version (as defined at Wazuh's sole discretion). Wazuh will notify the Maintenance Window to Customer in advance. The outage will be counted as scheduled downtime.	Wazuh will notify Customer at least 24 hours before the Maintenance Window. The schedule will be considered accepted unless Customer objects in writing at least 1 hour before the set date/time. If objecting, Customer may propose a new Maintenance Window within 90 days of Wazuh's initial notice. Once confirmed or rescheduled, Wazuh will proceed with the planned tasks. Customer may also submit a Support ticket to discuss future updates and ensure they are scheduled within the 90-day period.
Preventive Maintenance	Planned Maintenance that needs to be promptly conducted. Wazuh will use commercially reasonable efforts to notify Customer before performing such Preventative Maintenance. The outage will be counted as scheduled downtime.	A message will be sent via email stating that the Application will be unavailable.

Emergency Maintenance	Unscheduled 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. Application Availability

6.1. Application Availability. Wazuh will make commercially reasonable efforts to ensure that the web-based Application is accessible and usable 99.9% of the time, as measured by Wazuh, over each calendar quarter of the Subscription Term, subject to the exclusions set forth herein.

6.2. Issue Resolution. The inability to access the Application as specified in section 5.1. will be considered an Issue if reported by Customer, and will trigger the above mentioned resolution procedures to be followed by both Wazuh and Customer.

6.3. Uptime Service Credits. If the Wazuh Application fails to meet the uptime thresholds specified in the table below for any given calendar month, Wazuh will, upon written request from Customer, issue the corresponding service credits ("Uptime Service Credits"). All such Uptime Service Credits must be claimed by Customer within the calendar year in which they are accrued; otherwise, they shall be deemed void. These Uptime Service Credits are intended to reasonably address any shortfall in meeting the uptime commitments described in this Section 6.3, and constitute Customer's sole and exclusive remedy in relation to such service level performance. However, if Wazuh fails to meet its uptime commitment for three (3) consecutive months, or in five (5) separate months within any rolling twelve (12)-month period, Customer shall have the right to terminate this Agreement.

Uptime	Rating	Service Credits
≥ 99.9%	Meet goals	No credit
≥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

7. Exclusions from SLA.

7.1. Support and Maintenance Limits. 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.

- Support for the development of integrations with third-party applications that are not mass-market, commercially available, or widely adopted may fall outside the scope of Support Services. Wazuh reserves the right to evaluate the technical feasibility and scope of such integrations on a case-by-case basis. Where applicable, such requests may be handled under Consulting Services and subject to separate Fees.

- 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 the Application was designed, except as expressly prescribed in the Documentation

- Professional Services (Consulting Services).

7.2. 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 lack of timely response of Customer to incidents that require its participation for source identification and/or resolution.

8. Compatibility with third party Software

Customer acknowledges and agrees that prior to upgrading or adding a third-party software, Customer is solely responsible to verify and ensure that such third-party software is compatible with the current or future versions of the Application. Wazuh shall not be liable for any failures, malfunctions or disruptions resulting from such upgrade, change, or addition of third-party software and reserves the right not to provide support for such installations. Furthermore, Wazuh explicitly reserves the right to deny support for installations involving third-party software that do not comply with the terms of service or usage policies set by the third-party manufacturer.

9. Customer responsibilities

9.1. 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.

9.2. 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.

9.3. Network Access Requirements. 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.

10. Disclaimers

10.1. 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).

10.2. 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.

10.3. 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.

10.4. 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.

11. 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 11 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.

11.1. 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; © 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

11.2. 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.

11.3. 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).