

MSSP Master License Agreement

Version date: 31 January 2019

This MSSP Master License Agreement (“**Agreement**”), effective as of the Effective Date, is entered into and between Wazuh, Inc. (“**Wazuh**”) a Delaware corporation, with its principal place of business at 1021 Lenor Way, San Jose, CA 95128 and customer identified on the Sales Order and its Affiliates (“**Customer**”), with its address as provided on the Sales Order, and is subject to the terms and conditions thereof. In the event of conflict between the terms a Sales Order and the terms of this Agreement, the terms of this Agreement shall control.

1. Definitions

“**Application**” means collectively means each Wazuh software in all deployment offerings, as set forth in the Price List in Schedule 1, provided by Reseller either directly to End Users, or as otherwise permitted under the terms of this Agreement, as set forth in the Price List identified in Schedule 1, including on-premises licenses and SaaS based offerings, and analysis servers, search engine and visualization platform, and all third-party software, including Open Source Components, that Wazuh may have purchased or licensed from third parties and delivered as part of the Application, as well as any future Updates provided by Wazuh or its Partner, as specifically authorized by Wazuh.

“**Derivative Works**” means a revision, enhancement, translation, abridgment, condensation, or expansion of Application or any other form in which such Application may be recast, transferred, or adapted, which, if used without the consent of Wazuh, would constitute a copyright infringement.

“**Documentation**” means the user manuals and any other materials, including updates thereto, in any form or medium made generally available by Wazuh or its Partners to the End Users, regarding the proper installation and use of the Application.

“**End Users**” means the end users that Customer sells services to utilizing the Application.

“**End User License**” means a License to use the applicable Application granted to an End User pursuant to this Agreement.

“**Effective Date**” shall mean the effective date set forth in the Sales Order or, if no effective date is specified, the date of Customer signature on the Sales Order.

“**Error**” means incorrect code in the Application or an incorrect statement or diagram in Documentation that produces results not in conformity with specifications described in the applicable Documentation.

“**Fees**” means the fees payable by Customer to Wazuh as set forth in the Sales Order.

“**License**” means a license granted by Wazuh to Customer or End User, as the case may be, that allows Customer to use the Application in strict accordance with this Agreement and the Documentation.

“**New Versions**” means new releases and new versions of the Application by Wazuh.

“**Open Source Components**” means the open source software distributed with Wazuh software, as those are specifically described at www.wazuh.com, and licensed pursuant to an open source license located at: <https://www.gnu.org/licenses/old-licenses/gpl-2.0.en.html>.

“**Partners**” means distributors and resellers authorized by Wazuh or its distributors to re-sell the Application, or an Wazuh authorized co-branded version of the Application.

“**Sales Order**” shall mean the ordering document authorized or approved by Wazuh for purchases of Application hereunder, including addenda thereto, that are entered into between Customer and Wazuh from time to time.

“**Subscription Term**” for each End User License means the period that Customer has the right to use such End User License and associated Documentation as set forth in the applicable Sales Order.

“Support and Maintenance Services” means collectively the maintenance services and technical support services Wazuh shall provide to the supported Application in accordance with the Support and Maintenance Services Addendum located at https://wazuh.com/docs/Wazuh_Support_agreement.pdf for the on premises version of the Application or the Service Level Agreement at https://wazuh.com/docs/Wazuh_Service_Level_Agreement.pdf for the SaaS version of the Application, as applicable.

“Support Agreement” means an agreement for Support and Maintenance Services granted to an End User pursuant to this Agreement.

“Updates” means modifications, revisions, or enhancements to the Application, other than New Versions, typically to correct Errors.

2. Intellectual Property Rights

A. Ownership. Title to the Application, Documentation, Updates, and all patents, copyrights, trade secrets, and other worldwide proprietary and intellectual property rights in or related thereto are and will remain the exclusive property of Wazuh and its licensors. Customer may not remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary markings in or on the Application or Documentation and will not acquire any rights in the Application or Documentation, except the limited license specified in this Agreement. Wazuh and its licensors own all rights in any copy, translation, modification, adaptation or Derivative Works of the Application, including any improvement or development thereof. Wazuh retains all rights not expressly granted to Customer in this Agreement. Customer shall promptly notify Wazuh in writing upon discovery of any unauthorized use of the Application or Documentation or infringement of Wazuh's proprietary rights in the Application or Documentation.

B. Open Source Components. Notwithstanding the foregoing, all Open Source Components are provided to Customer under an open source software license, currently the GNU GPL Version 2.0 <https://www.gnu.org/licenses/old-licenses/gpl-2.0.en.html>. Source code for these Open Source Components is available upon written request to Wazuh. Wazuh shall have no liability for Customer's use of any third-party software, including Open Source Components and all Open Source Components are provided “AS IS” without any warranties, express or implied.

3. License Grant

A. Application License. Subject to the terms of this Agreement including the Open Source license granted in Section

2B above, Customer is granted a limited, non-exclusive, non-transferable, non-assignable license to: (a) incorporate, but not modify, the Application into its own software and/or services used for security analysis or to provide access to the Application through Wazuh as part of its own software and/or services used for security analysis (“Customer Application”), (b) market the Application only as integrated into and combined with the Customer Application; (c) allow End Users to access and use the Application, solely as part of the Customer Application; and (d) include Documentation with Application. B. License Restrictions. No distribution or license of the Application by Customer shall be made except pursuant to a valid written agreement that governs the End Users right to use the Application (“End User Agreement”). Such End User Agreement shall include (at a minimum) substantially the same restrictions as are contained in Wazuh's then current standard (a) Master Services Agreement currently located at https://wazuh.com/docs/Wazuh_Master_Services_Agreement.pdf (excluding all exhibits attached thereto), for the SaaS based offering of the Application and subscriptions for such, or (b) Support Agreement currently located at https://wazuh.com/docs/Wazuh_Support_agreement.pdf (excluding all exhibits attached thereto) for the on premises version of the Application. Customer is responsible for ensuring (i) that each End User enters into the End User Agreement, and (ii) the End User Agreement is legally binding upon the End User. Customer may also appoint resellers and third-party distributors to license, sublicense, and distribute the Customer Application incorporating the Application in the same manner as Customer is permitted to do so, as specifically set forth above.

The License granted herein is subject to the following limitations: (a) the Application shall reside on Customer's or End User's own servers, if any; (b) Customer shall provide the Application to End User only in combination with a subscription based managed security service and not on a stand-alone or re-sale basis; and (c) Customer may not allow access and use of the Application by any End User which Wazuh reasonably considers to be a competitor.

The License granted herein is subject to the specific restrictions and limitations set forth herein, the terms of the open source licenses governing the components included in the Application, and/or any additional licensing restrictions and limitations specified in the Documentation, or by notification and/or policy change posted at www.wazuh.com.

4. Fees and Payment

A. MSSP Monthly Program Fee. Customer shall pay Wazuh the MSSP Monthly Program Fee as set forth in the Sales Order (“MSSP Monthly Program Fee”) for the Initial Term (as defined in Section 10). These fees shall be non-cancellable and non-refundable. Such MSSP Monthly Program Fee shall include

the right to use any Application or services identified within the line item description of the MSSP Monthly Program product code ("MSSP Monthly Program") on the Sales Order. The MSSP Monthly Program is for the exclusive use of Customer and cannot be transferred, assigned, sold, or otherwise made deployable, in whole or in part, to any third party, including any End User. For the avoidance of doubt, commencing upon Effective Date, Customer is obligated to pay the MSSP Monthly Program Fee even if the Customer has not submitted sales orders for End User Licenses.

Failure to pay the MSSP Monthly Program Fee or End User Subscription Fee (as defined in Section 4(B)) pursuant to the payment terms set forth on the Sales Order shall constitute a breach of this Agreement.

B. End User Subscription Fee. Customer must purchase a separate End User fee for each End User upon initial deployment of the Customer Application. Customer shall pay Wazuh the subscription fee for each End User License ("End User Subscription Fee") based on the Silver, Gold, or Platinum price list as determined by the Customer's Program Tier. Customer's Program Tier may be adjusted from time to time based on Customer's sales achievement thresholds established by Wazuh. All End User subscriptions require Customer to maintain an active MSSP Monthly Program subscription.

Unless expressly set forth in the Sales Order, Wazuh shall invoice Customer for each End User Subscription Fee upon shipping or providing the keys to the Application. Thereafter, Wazuh will invoice Customer for the End User Subscription Fee on a monthly basis unless otherwise expressly set forth in the Sales Order.

C. Product Pricing. Pricing for Applications and Support and Maintenance Services shall be Wazuh's then current pricing for the Application as provided by Wazuh. Wazuh reserves the right to modify Application and Support and Maintenance prices; provided, however, Wazuh shall provide Customer with written notice.

5. Support, Information, Reporting and Audits

A. Support. Subject to Customer paying any required Fees for Support and Maintenance Services as set forth in the Sales Order, Wazuh will provide Support and Maintenance Services (as determined by the Customer's Program Tier) in accordance with (a) Wazuh's standard terms and conditions located at https://wazuh.com/docs/Wazuh_Service_Level_Agreement.pdf for the SaaS based version of the Application and (b) Wazuh's standard terms and conditions located at

https://wazuh.com/docs/Wazuh_Support_agreement.pdf for the on premises offering of the Application. Wazuh may amend terms and conditions for Support and Maintenance Services by posting notices on Wazuh's web site or, for material changes, by emailing Customers of such changes.

B. Information. Customer will keep and maintain commercially reasonable written records and accounts regarding Customer's use of Application for at least two (2) years after expiration of the applicable Application license term. Upon the request of Wazuh, Customer shall provide a written report to Wazuh indicating the number of copies of the Customer Application incorporating the Application distributed during such term. Customer shall not (and shall not permit third parties to) distribute or sublicense more copies of the Customer Application incorporating the Application than the quantity for which Fees have been paid to Wazuh.

C. Audits. Wazuh, or a certified public accountant designated by Wazuh, shall have the right, upon ten (10) days written notice to Customer, to conduct an inspection and audit of all relevant facilities and records of Customer relating to this Agreement including but not limited to the usage of the Application, the accounting of devices, and current End User assigned to each specific End User License. Such audit shall be conducted during regular business hours at Customer's offices and data centers and in such manner so as not to unreasonably interfere with Customer's normal business activities. In no event shall audits be conducted more frequently than once every six (6) months. The audit shall be conducted at Wazuh's expense; provided, however, that if the audit reveals that Customer has failed to comply with any material term of this Agreement, Customer shall pay all reasonable costs and expenses incurred by Wazuh in conducting the audit, and any applicable unpaid fees.

6. Warranty and Warranty Disclaimers

A. Warranties. The Application is provided "AS IS" without any warranty whatsoever. Customer represents that it shall be exclusively responsible for any data maintained or stored by Customer on behalf of an End User, including ensuring the security and confidentiality of all such data, or for any loss of data that occurs due to improper or unauthorized use of the Application. The Application is not designed, manufactured, or intended for use in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Application could lead directly to death, personal injury, or severe physical or property or environmental damage (collectively, "High Risk Activities").

Wazuh and its suppliers expressly disclaim any express or implied warranty with respect to any High Risk Activities.

B. Disclaimer. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WAZUH DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WAZUH DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. Limitation of Liability

IN NO EVENT, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL WAZUH OR ITS LICENSORS, PARTNERS, OR SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTIES UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, COSTS, LOSSES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OR INTERRUPTION OF USE, LOSS OF DATA, DAMAGE TO NETWORKS, EQUIPMENT, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY), OR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO WAZUH DURING THE TWELVE (12) MONTH PERIOD PRECEDING ANY SUCH CLAIM(S). THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND DO NOT APPLY TO BODILY INJURY TO A PERSON.

8. Confidentiality, Customer Information, and Communications

A. Confidentiality. Customer acknowledges and agrees that the Application and Documentation incorporates confidential and proprietary information developed or acquired by Wazuh including, but not limited to, technical and non-technical data, formulas, patterns, compilations, devices, methods, techniques, drawings and processes related to the Application, which constitutes the valuable intellectual property of Wazuh and its suppliers (collectively, "**Confidential Information**").

The parties may use Confidential Information solely in accordance with this Agreement and will take all reasonable precautions necessary to safeguard the confidentiality of such information. The parties will hold in confidence and not disclose,

reproduce, distribute, or transmit the Confidential Information, directly or indirectly, in any form, by any means, or for any purpose, except to those of its employees, agents, consultants, or subcontractors who require access for Customer's authorized use of the Application in accordance with the terms of this Agreement. Customer will implement reasonable security measures to protect such Confidential Information at a level no less restrictive than used to protect its own confidential information.

The parties shall not be restricted under this Section 8 with respect to Confidential Information that the receiving party affirmatively establishes that (i) has or becomes generally available to the public other than as a result of an act or omission of the receiving party or any of its employees, agents, subcontractors or consultants; (ii) was in the possession of the receiving party before receiving the information; (iii) is independently developed by the receiving party without use of the confidential information; or (iv) is required to be disclosed by law, court order or other legal process, provided that the receiving party shall first provide the disclosing party with prompt written notice thereof.

Customer acknowledges that (i) any use or threatened use of the Application in a manner inconsistent with this Agreement, or (ii) any other misuse of the Confidential Information of Wazuh will cause immediate irreparable harm to Wazuh for which there may be no adequate remedy at law. Accordingly, Customer agrees that Wazuh shall be entitled to seek injunctive relief in the event of any such breach or threatened breach by Customer. Nothing contained herein shall limit Wazuh's right to any remedies at law.

B. Notices. Wazuh may send Customer required legal notices and other communications about the Application, including special offers and pricing or other similar information, customer surveys or other requests for feedback ("**Communications**"). Wazuh will send Communications via in-product notices or email to registered email addresses of Customer (as provided in the Sales Order) named contacts, or will post Communications on its Website.

9. Export Controls

Customer hereby represents, certifies and warrants that it is now and will remain in the future compliant with all export control statutes, regulations, decrees, orders, guidelines and policies of the United States Government and the Government of any country in which Customer conducts business pursuant to this agreement including but not limited to the Export Administration Regulations ("**EAR**") (15 C.F.R. Parts 730-774) of the U.S. Department of Commerce; the U.S. antiboycott regulations and guidelines, including those under the EAR and U.S. Department of the Treasury regulations; the various economic sanctions

regulations and guidelines of the U.S. Department of the Treasury, Office of Foreign Assets Control (“OFAC”), and the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001), as amended; and restrictions against dealings with certain prohibited, debarred, denied or specially designated entities or individuals under statutes, regulations, orders, and decrees of various agencies of the United States Government. Customer certifies that it (i) is not a Person described or designated in the Specially Designated Nationals and Blocked Persons List of OFAC; (ii) does not engage in any prohibited dealings or transactions with any such Person and; (iii) does not engage in any dealings or transactions which would cause Wazuh to be in violation of any economic sanctions regulations and guidelines of OFAC. Customer shall indemnify and hold Wazuh harmless arising out of a breach by Customer of this Section 9.

10. Term and Termination

A. Initial Term. The term of this Agreement shall commence upon the Effective Date and remain in effect for the period of any MSSP Program Participation commitment specified in the Sales Order (“**Initial Term**”), unless earlier terminated as set forth herein. If no MSSP Program Participation commitment is specified in the Sales Order, the Initial Term shall be for a period of one (1) year.

B. Extension Period. Notwithstanding the foregoing, if the Subscription Term of an End User License extends beyond the Initial Term of this Agreement (“**Extension Period**”), this Agreement shall automatically be extended to be coterminous with such Subscription Term.

C. The term of this Agreement shall automatically renew for the period of any MSSP Program Participation commitment specified in an applicable Sales Order executed during the Initial Term or Extension Period, or if none is in place at the time of renewal, then this Agreement shall continue until the Subscription Term of all End User Licenses under the Sales Order have expired.

D. Either party may terminate this Agreement and the licenses granted hereunder, upon written notice for any material breach of this Agreement to the other party and failure to cure within thirty (30) days following written notice specifying such breach. For avoidance of doubt, Customer’s failure to pay any fee under this Agreement shall constitute a breach of this Agreement.

Upon expiration or termination of this Agreement, Customer will cease all use Wazuh’s Confidential Information in Customer’s possession or control, and so certify the destruction of each copy in writing to Wazuh. Except as expressly provided herein, Sections 1, 2, 4, 5B, 5C, 9, 10, 11, 12, and 14 of this Agreement shall survive termination.

11. Indemnification

Wazuh shall indemnify and hold harmless Customer and its officers, employees, agents, and representatives and defend any action brought against same with respect to any third-party claim, demand or cause of action, including reasonable attorney’s fees, to the extent that it is based upon a claim that the Application infringes or violates any United States patents, copyrights, trade secrets, or other proprietary rights of a third-party. Customer may, at its own expense, assist in such defense if it so chooses, provided that Wazuh shall control such defense and all negotiations relating to the settlement of any such claim. Customer shall promptly provide Wazuh with written notice of any claim which Customer believes falls within the scope of this Section 11. In the event that the Application or any portion thereof is held to constitute an infringement and its use is enjoined, Wazuh may, at its sole option and expense, (i) modify the infringing Application so that it is non-infringing; (ii) procure for Customer the right to continue to use the infringing Application; or (iii) replace said Application with suitable, non-infringing software. Notwithstanding the foregoing, Wazuh will have no obligation for any claims to the extent such claims result from (i) modifications or alterations of the Application made by or for Customer or any other party that were not provided by Wazuh or authorized by Wazuh in writing; (ii) use outside the scope of the license granted hereunder; (iii) use of a superseded or previous version of the Application if infringement would have been avoided by the use of a newer version which Wazuh made available to Customer; or (iv) use of the Application in combination with any other software or applications not supplied by Wazuh. This indemnity obligation is subject to the limitation of liability and does not apply to any open source components of the Application.

Customer shall indemnify and hold Wazuh harmless from and against all claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorneys’ fees) of any kind and nature that may be asserted, granted or imposed against Licensor, arising from or in connection with: (a) any claims that any service, application or other software supplied by Customer (other than Application provided by Licensor) infringe any third party intellectual property rights; (b) any misrepresentation made by Customer regarding Wazuh or the Application; (c) any breach by Customer of this Agreement, including any breach of warranty provided by Customer herein; or (d) any warranty, representation or guarantee made by Customer with respect to the Application in addition to the limited warranty provided by Wazuh in Section 6 of this Agreement.

12. Payment Terms; Taxes and Shipping

A. Payment Terms. Fees must be paid in United States Dollars, or as otherwise stated in the Sales Order, and are exclusive of out-of-pocket expenses. Any and all payments made by Customer pursuant to this Agreement are non-refundable. Customer will make payment within thirty (30) days of the date of the invoice. Late payments will incur monthly interest charges of 1.5% per month after forty-five (45) days, or the maximum interest rate permitted by law, whichever is less, together with any collection costs (including reasonable attorneys' fees). Payment options may be credit card, wire/electronic transfer, company check or other pre-arranged payment method. Wazuh may invoice parts of an order separately. 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.

B. Taxes and Shipping. All payments 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. The Customer shall indemnify Wazuh for the full amount of Taxes attributable to the provision of Application under this Agreement, and any liabilities (including penalties, interest, and expenses) arising from such Taxes, within 30 days from any written demand by Wazuh party. The Customer shall provide evidence that all applicable Taxes have been paid to the appropriate taxing authority by delivering to Wazuh receipts or notarized copies thereof within 30 days after the due date for such tax payments. 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.

Shipping and handling charges are additional unless otherwise expressly indicated in the Sales Order. Customer must notify Wazuh within thirty (30) days of the date of the invoice or acknowledgement if Customer believes any part of the purchase is missing, incorrect, or damaged. Unless Wazuh is provided with

a valid and correct reseller permit or tax exemption certificate applicable to the purchase of Application and the ship-to location, Customer shall be responsible for sales and other taxes associated with the order. Shipping dates are estimates only.

13. Trademarks

Subject to the provisions of this Section 13, during the term of this Agreement, Customer will have the right to advertise the Application with Wazuh's trademarks, trade names, service marks, and logos of Wazuh ("Wazuh Trademarks"), solely in connection with the solicitation of orders for licenses, subject to Wazuh's prior inspection and written approval. All representations of Wazuh Trademarks that Customer intends to use will first be submitted to Wazuh for approval (which will not be unreasonably withheld) of design, color, and other details, or will be exact copies of those used by Wazuh. Customer will fully comply with all guidelines, if any, communicated by Wazuh concerning the use of Wazuh Trademarks including Wazuh's standard trademark usage guidelines, made available by Wazuh via email request info@wazuh.com. Except as set forth in this Section 13, nothing contained in this Agreement will grant or will be deemed to grant to Customer any right, title, or interest in or to Wazuh Trademarks.

14. General

A. Assignment. Neither party may assign this Agreement or any right or obligation hereunder without the other party's prior written consent, provided that Wazuh may assign this Agreement in the event of a merger or consolidation or the purchase of all or substantially all of its assets. This Agreement will be binding upon and inure to the benefit of the permitted successors and assigns of each party.

B. Foreign Corrupt Practices Act and Anticorruption Laws. Each party agrees in connection with this Agreement to comply with the U. S. Foreign Corrupt Practices Act (the "FCPA"), and all other applicable anticorruption laws (i.e., U.K. Bribery Act of 2010 and local anticorruption laws). Each party further agrees that it, and its employees, officers, directors, principals, agents, brokers and affiliates shall not directly or indirectly make an offer, payment, promise to pay, or authorize payment or an offer to pay, or offer a gift, promise to give, or authorize the giving of a bribe or, anything of value for the purpose of influencing an act or decision of any government official or other person (including a decision not to act) or inducing an official or other person to improperly use his/her influence to affect any such governmental act or business decision in order to assist in obtaining, retaining or directing any business, or securing any improper advantage.

Each party shall have the right to audit the other party's compliance with this provision during normal business hours no more than once per annum and upon at least fourteen (14) business days' prior written notice. Each may be required to annually certify compliance with this provision upon written request by the other party. Failure to comply with this provision shall be considered a material breach of the Agreement.

C. Notices. All notices required to be sent hereunder shall be in writing and shall be deemed to have been given upon (i) the date sent by confirmed facsimile; (ii) on the date it was delivered by courier; or (iii) if by certified mail return receipt requested, on the date received, to the addresses set forth above and to the attention of the signatory of this Agreement or to such other address or individual as the parties may specify from time to time by written notice to the other party.

D. Force Majeure. Wazuh will not be held responsible for any failure, delay or interruption caused by circumstances outside of its control, such as network failure, network connection failure, earthquake, flooding, strikes, embargos or acts of government. If such event giving rise to force majeure lasts for more than 30 days, then either party may terminate this Agreement without such termination giving rise to any liability or right to any refund.

E. Amendments. Except as expressly stated herein, the terms of this Agreement may not be modified except by a written agreement signed by an authorized representative of both 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.

F. Severability. If any provision of this Agreement is held illegal or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement.

G. Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of those rights.

H. Independent Contractor. The Parties acknowledge that the relationship created hereunder is that of independent contractors, and that this Agreement does not create a joint

venture, partnership, or employment relationship between the Parties or their employees.

I. Jurisdiction. The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of California without giving effect to the conflicts of law provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. Customer hereby irrevocably consents to jurisdiction of both the state and federal courts located in Santa Clara County, California.