

Support Agreement

Version Date: August 20, 2019

This Support Agreement (referred to as "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 1999 S Bascom Ave Suite 700 PMB#727, Campbell, CA 95008 and the customer (referred to as "Customer"). By signing this Agreement, Customer and Wazuh agree to be bound to the terms of this Agreement.

1. Definitions

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

"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.

"Fees" means the fees payable by Customer to Wazuh for Maintenance Services, as set forth in the Sales Order.

"Maintenance Services" means the provision of Resolutions, Maintenance Patches, and Updates in relation to the Supported Products during the Support Term as more specifically defined in the Support and Maintenance Services Addendum attached hereto.

"New Versions" means new releases and new versions of the Software 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.

"Sales Order" means the ordering document which incorporates the terms of this Agreement.

"Software" means each Wazuh software, including the Wazuh Server, deployed in an on-premise environments, together with any and all codes, logic, techniques, software tools, formats, designs, concepts, methods, processes, third-party data, and ideas associated with such computer programs and any and all updates provided by Wazuh, as specifically provided at www.wazuh.com, Documentation and any Open Source Components.

"Support" means collectively the Maintenance Services and Technical Support Services Wazuh shall provide in accordance with the Support and Maintenance Services Addendum attached hereto.

"**Updates**" means modifications, revisions, or enhancements to the Software, other than New Versions, typically to correct errors.

"Users" means individuals who are authorized by Customer to use the Software, including but not limited to Customer employees, consultants, contractors and agents.

2. License

2.1. <u>Software License</u>. All Software is licensed pursuant to the open source license located at

https://www.gnu.org/licenses/old-licenses/gpl-2.0.en.html.

which prevail over the terms of this Agreement with respect to such Open Source Components only. Source code for these Open Source Components is available upon written request to Wazuh. Wazuh shall have no liability for Evaluator's use of any third-party software, including Open Source Components and all Open Source Components are provided "AS IS" without any warranties, express or implied.

3. Support and Other Services

3.1. Support. Support shall be provided in accordance with the Wazuh's standard Support and Maintenance Services Addendum, attached hereto. Customer must use the current or immediately prior version of the Software (i.e. any release indicated by a numeral change to right or left of first decimal versus the prior release), provided that Customer shall convert to then current version of Software once it has been commercially available for one (1) year. Support Terms (as defined in the Support and Maintenance Services Addendum) must be renewed on or before the expiration thereof in order to continue receiving Support. In the event Customer fails to renew a Support Term, Support shall no longer be provided. Should Customer choose to renew a Support Term after the expiration thereof and a lapse in time has occurred between the Support Term and renewal thereof, Customer shall be responsible for payment of all back fees for the period of Support lapse and Wazuh reserves the right to impose a reinstatement fee.

3.2. Other Services. If and when Customer desires to obtain other services ("Other Services") from Wazuh, Customer shall communicate to Wazuh the type and extent of Other Services desired, and Wazuh shall develop and provide to Customer a statement of work (the "SOW") describing the desired Other Services for Customer's review and approval. Wazuh shall have no obligation to provide Other Services to Customer unless and



until an SOW has been duly executed by Customer. Each SOW shall commence upon its execution by both parties and shall continue until all tasks described therein are completed, unless earlier terminated pursuant to Section 13. The parties may, by mutual agreement, make changes ("Changes") to the scope, content, deliverables, schedule or other substantive aspects of the Other 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.

3.3. Subcontracting. Wazuh may subcontract all or

some of its support obligations to third parties. In such an event, Wazuh shall remain fully responsible for all of its support obligations hereunder.

4. Fees and Payments

- 4.1. <u>Fees</u>. Customer agrees to pay Wazuh the Fees as set forth in the Sales Order.
- 4.2. <u>Payment Terms</u>. 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 nonrefundable. 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 prearranged 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.
- 4.3. <u>Taxes</u>. 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. The 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 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.

5. Confidentiality

- 5.1. <u>Definition</u>. "Confidential Information" means: (a) the Software; and (b) any business or technical information of Wazuh or Customer, including but not limited to any information relating to Wazuh's or Customer's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" and, if orally disclosed, reduced to writing by the disclosing party within thirty (30) days of such disclosure.
- 5.2. 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.
- 5.3. 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 the other party's Confidential Information except as permitted herein, and will not disclose such Confidential Information to any third party except to employees and consultants as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees and consultants). However, each party may disclose Confidential Information of the other party: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement; and (b) on a confidential basis to legal or financial advisors.

6. Warranty Disclaimer

6.1. <u>Disclaimer</u>. ALL SOFTWARE IS BEING DELIVERED TO YOU "AS IS" AND WAZUH AND ITS SUPPLIERS MAKE NO

WARRANTY AS TO ITS USE, RELIABILITY OR PERFORMANCE.

WAZUH AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. WAZUH AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. GIVEN THE NATURE AND VOLUME OF MALICIOUS AND UNWARRANTED ELECTRONIC CONTENT, WAZUH DOES NOT WARRANT THAT ANY SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR WILL DETECT ONLY SECURITY THREATS OR MALICIOUS CODE OR THAT ANY



INFORMATION OR OTHER MATERIAL ACCESSIBLE OR PROVIDED THROUGH ANY SOFTWARE OR SERVICE IS ACCURATE, COMPLETE OR FREE OF VIRUSES, MALICIOUS CODE, INTRUSIONS, SECURITY BREACHES OR OTHER HARMFUL CONTENTS OR COMPONENTS. LICENSEE ASSUMES ALL RISK ASSOCIATED WITH THE QUALITY, PERFORMANCE, INSTALLATION AND USE OF SOFTWARE INCLUDING, BUT NOT LIMITED TO, THE RISKS OF PROGRAM ERRORS, DAMAGE TO EQUIPMENT, LOSS OF DATA OR SOFTWARE PROGRAMS, OR UNAVAILABILITY OR INTERRUPTION OF OPERATIONS. LICENSEE IS SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USE THE SOFTWARE AND ASSUMES ALL RISKS ASSOCIATED WITH ITS USE.

7. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY (OR IN THE CASE OF WAZUH, WAZUH'S LICENSORS OR SUPPLIERS), BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOST REVENUE, LOST PROFITS. LOST SAVINGS, LOST BUSINESS OR LOSS OF GOODWILL, EVEN IF ITS REPRESENTATIVE (OR IN THE CASE OF WAZUH, A REPRESENTATIVE OF ONE OR MORE OF WAZUH'S LICENSORS OR SUPPLIERS) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. EXCEPT FOR LIABILITY ARISING UNDER SECTION 9 (CONFIDENTIALITY), THE AGGREGATE LIABILITY OF WAZUH, AND WAZUH'S LICENSORS AND SUPPLIERS, AND LICENSEE, RESPECTIVELY, UNDER OR IN CONNECTION WITH THIS AGREEMENT, SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER HEREUNDER IN THE SIX MONTHS PRECEDING THE INCIDENT.

8. Termination

- 8.1. <u>Termination for Cause</u>. Either party may terminate this Agreement, or a Sales Order or SOW executed hereunder, upon thirty (30) days' prior written notice to the other party, if the other party is in material breach of this Agreement or such Sales Order or SOW (including Customer's failure to make payment when due) and fails to cure such material breach within thirty (30) days after delivery of such written notice.
- 8.2. Immediate Termination. Wazuh or Customer may immediately terminate this Agreement, and all Sales Orders and SOWs executed hereunder, upon 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; (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; or (iv) breaches (only with respect to Customer).
- 8.3. Effect of Termination. Upon termination of this Agreement or a Sales Order for any reason, Customer shall: (i) immediately stop using the applicable Software; (ii) ensure that all of Customer's users immediately stop using the applicable Software; (iii) return to Wazuh the original and all permitted copies of the applicable

- Software and proprietary information in Customer's possession, custody, or control; (iv) in lieu of returning such Software and proprietary information as specified in the immediately preceding item, and (v) destroy all such copies and certify in writing, such destruction, signed by an officer of Customer.
- 8.4. <u>Non-exclusive Remedy</u>. Termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party.
- 8.5. <u>Survival</u>. Termination of this Agreement shall not: (i) 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; or (ii) affect the rights and obligations set forth in Sections 6, 8.1, 9, 11, 12, 13.5, and 14 which shall survive termination.

9. General

- 9.1. Assignment. Neither party may assign this Agreement or any right or obligation hereunder, including without limitation any change of control involving Customer, 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.
- 9.2. <u>Governing Law and Jurisdiction</u>. 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. The parties consent to the exclusive jurisdiction of the courts located in Santa Clara, California.
- 9.3. <u>Severability</u>. 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.
- 9.4. <u>Waiver</u>. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.
- 9.5. Notices. Except as otherwise provided herein, all notices to the parties shall be sent to the addresses listed on the Sales Order. All notices must be made either via email (to the extent expressly permitted in this Agreement), conventional mail, or overnight courier. Notice sent via conventional mail, using registered mail, is deemed received four business days after mailing. Notice sent via email or overnight courier is deemed received the second day after having been sent. Wazuh may post notices or messages on Wazuh's web site to inform Customer of changes to the Support or other matters of importance. Wazuh shall inform Customer of such broadcast by e-mail. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section 14.5.



- 9.6. <u>Trademarks</u>. Customer grants Wazuh the limited right to use its logo for promotional purposes on its website during the term of this Agreement.
- 9.7. <u>Force Majeure</u>. Except for payment obligations for Software, Support, and Other Services rendered, neither party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, 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 or governmental action. 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.
- 9.8. <u>Relationship of Parties</u>. 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.
- 9.9. <u>Announcements</u>. Customer agrees that Wazuh may publicly announce and list Customer as a Customer of Wazuh.
- 9.10. Entire Agreement. 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. 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.



Support and Maintenance Services Addendum

This Support and Maintenance Services Addendum is incorporated by reference into the Agreement and defines the service levels that Wazuh will endeavor to provide for the maintenance and support of the Supported Product. 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 Supported Product; provided, however, Wazuh shall provide Customer written notice.

1. Definitions

"Maintenance Patch": A release of or for a Supported Product that includes the most recent Resolutions.

"Primary Coverage Hours": 9:00am to 5:00pm PST, Monday through Friday, and excluding US national holidays for Standard Support and 6am-6pm PT Monday to Friday, excluding US holidays (plus 24/7 for Critical Support) for Premium Support, as published at www.wazuh.com. For purposes of this Addendum, "Critical Support" shall apply where the Application is out of service and is causing business impact to the Customer.

"Resolution": Either a software modification or addition that, when made or added to the Supported Product, corrects a Supported Incident; or a work-around, procedure or routine that, when observed in the regular installation or operation of the Software, eliminates the practical adverse effect of such Supported Incident on Customer; or replacement of the Supported Product. (Resolutions may include patches and bug fixes).

"Support" means either Standard Support or Premium Support, as such levels of support are defined at www.wazuh.com.

"Supported Incidents": A material defect in materials and workmanship of the Supported Products, or failure of the Supported Product to conform to the specifications set forth in the Documentation relating to that version of the Supported Product, resulting in the inability to use, or restriction in the use of, the Supported Product.

"Supported Products": Current version and any immediately prior version of the Software (i.e. any release indicated by a numeral change to right or left of first decimal versus the prior release) for which Wazuh provides support.

2. Support Description and Scope

A. <u>Scope of Maintenance Services</u>. Supported Product Maintenance: The provision of Resolutions, Maintenance Patches, and Updates in relation to the Supported Product during the Support Term, as set forth herein.

B. <u>Scope of Technical Support Services</u>.

- a. The scope of Wazuh's technical support services includes assisting Customer in identifying, analyzing, and resolving Wazuh product challenges preventing the Wazuh product from operating as it was designed. The telephone support is provided during Primary Coverage Hours ("Technical Support Services").
- ii. Technical Support Services do not include development, consulting or technical training. Any additional tasks derived from the ticket beyond knowledge transmission, and not specified hereunder, such as development, documentation, specific testing or remote access will be charged on an hourly basis unless otherwise agreed in writing by the parties.



- C. <u>Support Modification</u>. Modifications to the scope of Support, as set forth herein, may be made from time to time by Wazuh and will communicated via email to registered email address of Customer named contact (as provided in the Sales Order), posted on Wazuh's website or Support Portal, or sent to Customer in writing.
- D. <u>Exclusion from Support</u>. Wazuh is not obligated to provide Maintenance Services or Technical Support Services in the following situations:
- i. Customer or end user deviates from the supported platforms or uses the Supported Software in an unauthorized manner ("Unsupported Incidents");
- ii. Improper installation or operation of the Supported Product not in accordance with Wazuh's specifications or the Documentation;
- iii. The Supported Product has been damaged or the Supported Incident is caused by Customer's negligence, or other causes beyond the reasonable control of Wazuh;
- iv. The Supported Incident is caused by third party hardware or software not sold or licensed by or through

Wazuh:

v. Customer has not installed and implemented a Maintenance Patch or Update so that the Software is not a release supported by Wazuh;

Such issues may be addressed separately, at Wazuh's discretion, upon request to Wazuh or a Wazuh authorized partner at the applicable hourly rates for consulting.

3. Support Term

The period during which Customer shall receive Support shall be the period of time as set forth in a valid Sales Order ("Support Term").

4. Requesting Support

Wazuh Technical Support Engineers will provide Support by remote assistance. Except in the case of Priority 1 issues, requests for Support must be made through Wazuh's Support Portal. A Wazuh Technical Support Engineer will respond via email or phone. Priority 1 issues may be reported by phone.

| Priority | Business Impact | |
|----------|-----------------|---|
| Critical | Yes | Trouble condition where a Wazuh manager is completely out of service and is causing business impact to the customer. |
| High | Yes | Trouble condition where a Wazuh manager or deployed agent, is not fully functional and is causing business impact to the customer. |
| Medium | No | Trouble condition where a Wazuh manager or deployed agent is not fully functional but is not causing business impact to the customer. |
| 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 request. |



5. Response Criteria

Wazuh's initial response may result in resolution of the request or form the basis for determining what additional actions may be required to achieve Resolution. For Service requests received outside of the Primary Coverage Hours, Wazuh will use commercially reasonable efforts to respond within the timeframe designated in Section 9 below based on the Severity level as determined by Wazuh. Wazuh is not responsible for delays in response delivery caused by systems and network problems.

6. Maintenance Patches and Updates

In addition to Resolutions, during the term of this Addendum, Wazuh shall make Maintenance Patches and Updates available if and when made generally available by Wazuh. If a question arises as to whether a product offering is an Update or a new product or separate component, Wazuh's determination will prevail, provided that Wazuh treats the product offering as a new product or feature for its end user customers generally.

7. Customer Responsibilities

Customer agrees to:

- Utilize Supported Products;
- ii. Pay the applicable Support Fees (as defined in Section 8) and any communications charges associated with accessing the Support (unless Wazuh specifies otherwise);
- iii. Ensure that any access codes Wazuh provides are used only by Customer's authorized personnel; iv. Designate a Wazuh certified representative (a "**Primary Technical Contact**") to be the focal point to whom

Wazuh may direct general technical information pertaining to Customer's Supported Products. Customer's Primary Technical Contact must have sufficient technical knowledge of Customer's Supported Product environment to enable effective communication with the Wazuh support center;

- v. Provide Wazuh with all relevant and available diagnostic information (including product or system information) pertaining to software problems for which Customer requests assistance;
- vi. Provide Wazuh with appropriate remote access to Customer's system if necessary to assist in isolating the software problem cause. Customer will remain responsible for adequately protecting the system and all data contained therein whenever it is remotely accessed by Wazuh with Customer's permission;
- vii. Use the information obtained under these Support services only for the support of the information processing requirements within Customer's enterprise;
- viii. Ensure that Support services are used only in relation to duly licensed Supported Products; ix. Make reasonable efforts to correct any issue and deploy corrections after consulting with Wazuh; X. Promptly install all Maintenance Patches and Resolutions.



8. Charges and Payment

- A. Fees for Support specified in the applicable Sales Order ("Support Fee(s)") shall be invoiced in accordance with the Sales Order.
- B. Customer's Support Fee is set forth in the Sales Order and any renewal Sales Order.
- C. Any additional tasks derived from Support beyond knowledge transmission, and not specified under Section 2, such as development, documentation, specific testing, etc., will be charged at Wazuh's the current professional services rates and performed pursuant to Wazuh's Professional Services Agreement or as mutually agreed in writing by the parties.

9. Support and Service Levels

Wazuh will provide Technical Support Services to Customer pursuant to following procedures:

Reporting an Issue. Customer may report an issue via the support portal at https://wazuhsupport.atlassian.net/servicedesk/customer/portals

A. <u>Response Time</u>. Wazuh will use commercially reasonable efforts to respond to each of Customer's reported Issues within the timeframe designated below based on the Severity Level as determined by Wazuh, as indicated below.

| | Standard Maintenance and Support | Premium Maintenance and Support |
|--------------------|--|---|
| Core Support hours | 9am–5pm PT Monday to Friday, holidays excluded* | 6am-6pm PT Monday to Friday, holidays excluded* + 24x7 Critical Support |
| Response Time | 1 business day or less | 4 hours or less |

B. <u>Service Credits</u>. In the event Wazuh fails to satisfy the above response times for any given calendar quarter, Wazuh will issue the following service credits upon written request from Customer ("Service Credits"). All such Service Credits must be used in the calendar year in which they are accrued. All such Service Credits shall be void upon expiration or termination of this Agreement for any reason.

| Meeting response time | Rating | Service credits at no additional cost | |
|-----------------------|--------------|---------------------------------------|--|
| Between 90% - 100% | Meet goals | N/A | |
| Between 75% - 90% | Tolerable | 15 days extension of support service | |
| Between 75% - 90% | | 2 hours of remote health-check | |
| Below 75% | Unacceptable | 30 days extension of support service | |
| Delow 7570 | | 4 hours of remote health-check | |



Appendix A – Support Guide Welcome to Wazuh support!

Dear Customer,

We appreciate your purchase of technical support coverage and would like to welcome you to Wazuh's dedicated team.

This document is meant to assist you in understanding our maintenance and support service for Wazuh HIDS. This guide will outline the following:

- Professional support offerings.
- How to contact our support team.
- Expected response time for your inquiries.
- Renewal process.

Please share this document with individuals or departments that may open up support cases.

Professional support offerings

Our annual maintenance and support includes technical support and regular health-checks from highly trained support engineers.

Standard maintenance and support

We provide technical support Monday through Friday, between 9:00AM - 5:00PM Pacific Time (PT) excluding holidays*.

Our team will make commercially reasonable efforts to respond within 8 business hours from the receipt of a trouble notification. Response times will vary depending on the severity of the notification.

For customers with Premium maintenance and support, please ensure that trained staff (English or Spanish-speaking) understand that Technical Support is available after regular business hours to troubleshoot issues or problems with your systems and workflows.

Premium maintenance and support

This service is for customers that require faster response times, additional personalized services and emergency assistance outside of regular business hours to troubleshoot issues or problems with your systems and workflows.

The Premium Support package provides technical support 24 hours a day, 7 days a week, including holidays*.

^{1 *} Wazuh Inc, observes the following US holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve and Christmas Day.



Our team will make reasonable efforts to respond within 4 hours to emergency priority one (P1) and priority two (P2) issues.

| | Standard | Premium |
|---|---------------------------------------|---|
| Product coverage | Wazuh HIDS | Wazuh HIDS |
| Email support | Yes | Yes |
| Webex sessions | Yes | Yes |
| Regular support hours | 9am – 5pm PT Mon-Fri (US) | 6am – 6pm PT Mon-Fri (US) |
| 24/7 Critical support (P1 & P2) | N/A | Yes |
| Response time for P1 and P2 during regular business hours | 8 business hours | 4 hours |
| Response time for P3 and P4 during regular business hours | 8 business hours | 6 hours |
| Health check request (remote and during regular business hours) | Included 2x a year (every six months) | Included 4x a year (every three months) |

Contacting technical support team

Method for contacting Technical Support

Upon becoming a customer, we will request a list with the names and email addresses of team members

that need to have access to our Support portal (https://wazuhsupport.atlassian.net/servicedesk/customer/portals). You can add members to this list at any point.

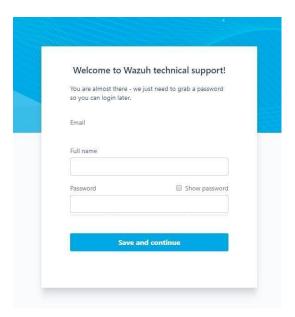
Once a technical support request is sent, you will receive a response email with the case number noted in the subject line. Please use this case number for all communications regarding this request until the case is resolved or closed.

If you are a Premium customer and have a P1 or P2 issue that requires 24/7 Critical Support, please provide our technical support team with a telephone number where you can be reached.

First time login

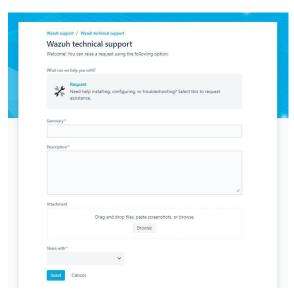
You will receive a Welcome email with a sign-up link from which you will be able to set up your credentials:





Create a support case

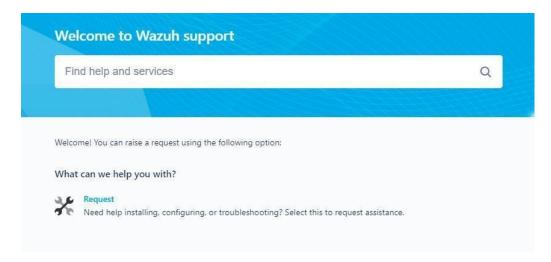
1. Go to https://wazuh-support.atlassian.net/servicedesk/customer/portals and log in using your credentials:



2. Click on "Request":

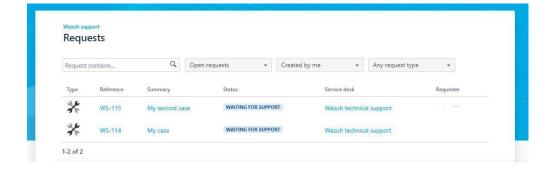


3. Fill in the form providing as much information as possible and click "Send". You may attach files and/or images:



Review your pending cases

You may review your pending cases once you're logged into the portal by clicking on the "Requests" button in the top right corner of the screen.



Information exchange with Technical Support

We recommend the use of the following sources to help with the resolution of common errors:

• Wazuh documentation at https://documentation.wazuh.com

The following information may be necessary for proper troubleshooting by the support team:



| Requested data | Description | |
|-------------------|--|--|
| Error description | Please provide as much information about the exhibited error as possible in your request for assistance. | |
| Error output | A copy of the error message as it appears in the log file. | |
| Content | A sample screenshot, showing the error condition. | |
| Configuration | Agent and manager configuration files. | |
| Trigger | Last user modification or action that may have caused the error. | |
| Remote access | Many support cases require our team to remotely connect to your environment in order to expedite the resolution of the support case. | |

Language

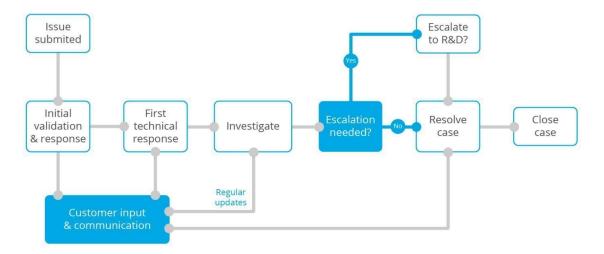
All communications with Wazuh support must be made in English or Spanish.

What to expect when working with the Wazuh support team

After conferring with you via phone or e-mail, the support team will do the following:

- Provide documentation with instructions on how to fix the reported issue.
- Try to recreate the problem in a Wazuh lab environment.
- Request remote access to your system when necessary.
- Request a remote session (usually via Webex) to get further details about the issue.
- Provide a resolution to the problem and report.

Below you can find a diagram that describes the issue-management process.





Priority Levels

The Support Specialist will use the following categories. Please provide as much information as possible and indicate relevant details in your email submission so that we can prioritize your case accordingly.

| | Priority | Business Impact | | |
|--|--------------|--|---|--|
| | Critical Yes | | Trouble condition where a Wazuh manager is completely out of service and is causing business impact to the customer. | |
| | | Trouble condition where a Wazuh manager or deployed agent, is not fully functional and is causing business impact to the customer. | | |
| | Medium | No | Trouble condition where a Wazuh manager or deployed agent is not fully functional but is not causing business impact to the customer. | |
| | 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 request. | |

Technical Support Goals

Our goal is to provide you with technical support that meets the needs of your business. The table below sets forth our internal goals, and we are sharing it with you so that you know what to expect. Wazuh will use commercially reasonable efforts to meet these goals. Initial response times vary depending on the chosen support contract.

Requests for particular features will be sent to our development team for consideration.

| Priority | Response Time | Initial Status Update | Target Resolution |
|----------|-------------------------|--------------------------|---|
| P1 | Within 4 business hours | Within 8 business hours | Within 2 business days |
| P2 | Within 6 business hours | Within 10 business hours | Within 3 business days |
| P3 | Within 8 business hours | Within 16 business hours | Within 8 business days |
| P4 | Within 8 business hours | Within 16 business hours | Will be set by development team if involved |

Renewal

WAZUH will send you and email 3 months prior to the end date of your contract, indicating that your contract is due for renewal and giving instructions for renewal. A quote for your support contract renewal will be attached to this email. We kindly ask our customers to accept the terms of this renewal quote at least 1 month prior to the expiration date.

