

# Support Agreement

Version date: June 26, 2023

This Support Agreement, including all Sales Orders and Statements of Work agreed to by the parties (collectively, the “Agreement”), effective as of the Effective Date, is entered into and between the 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 this Agreement, 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 Service Level Agreement, attached hereto as Appendix A. 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.

“Documentation” means the user manuals and any other materials, regarding the proper installation and use of the Software, made generally available by Wazuh in any form or medium.

“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.

“End Users” means individuals who are authorized to use the Software.

“Expiration Date” (also referred to as End Date) means the date on which a Support Term ends.

“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 Service Level Agreement attached hereto as Appendix A.

“Open Source Components” means the open source software distributed with Wazuh software, as those are specifically described at [www.wazuh.com](http://www.wazuh.com).

“Professional Services” (also referred to as 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.

“Renewal Term” means any subsequent Support Term after the initial Term.

“Sales Order” (also referred as Order) 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 the Support and Maintenance Services and the Professional Services collectively

“Software” means the Wazuh software, together with any and all codes, logic, techniques, software tools, formats, designs, concepts, methods, processes, third-party data, ideas associated with such computer program, all updates provided by Wazuh, Documentation and any Open Source Components.

“Support” means collectively the Maintenance Services and Technical Support services Wazuh shall provide in accordance with the Sales Order and the Service Level Agreement attached hereto.

“Support Term” means the period during which Customer is entitled to be provided with Support and Maintenance Services as set forth in the applicable Sales Order, including the initial Support Term plus any Renewal Term.

“Technical Support” means the comprehensive assistance provided by Wazuh to Customer in promptly identifying, analyzing, and resolving challenges related to the operation of the Supported Products.

“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.

“Updates” means modifications, revisions, or enhancements to the Supported Product, other than new Versions, typically to correct errors.

“Version” means the different releases of the Software by Wazuh, whereas N is the latest and current Version and N-1 is the immediately prior Version.

## 2. License

2.1. Software License. The Wazuh software is licensed pursuant to the open source licenses GNU General Public License, version 2 (<https://www.gnu.org/licenses/old-licenses/gpl-2.0.en.html>) and Apache License, version 2.0 (<https://www.apache.org/licenses/LICENSE-2.0>) which prevail over the terms of this Agreement. Wazuh components use libraries that may follow other Open Source licenses. Source code for these Open Source Components is publicly available.

## 3. Support

Support shall be provided in accordance with the Wazuh Service Level Agreement, attached hereto as Appendix A, so long as Customer uses the current Version (N) or the immediately prior Version (N-1) of the Software.

## 4. Professional Services

**4.1. Professional hours.** Professional 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 Professional Services from Wazuh, Customer shall communicate to Wazuh the type and extent of Professional Services needed, and Wazuh shall develop and provide to Customer a Statement of Work (the "SOW") describing the Professional 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 Professional 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 Professional Services to Customer unless and until an SOW has been duly executed by Customer.

**4.3. On Demand Professional Services.** Notwithstanding the foregoing, if Customer purchases Professional 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 Professional Services will be reimbursed by Customer and are in addition to the specified Professional Services Fees.

## 5. Fees and payments

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

**5.2 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 Support Services (Support Fees) for the initial Term will be invoiced as of the Effective Date for 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 Support Fees for Renewal Terms are due on or by the first day of such Renewal Term.

**5.3.1.2.** Fees for Professional 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 forty-eight (48) hours 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) from 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 applicable 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 addition to all other remedies available, in the event of default in the payment of any undisputed invoice, 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 Support 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.

**6.2. Support Term (Term).** The Support 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 Support Term shall be deemed to be twelve (12) months. 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 Support Term 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, service shall no longer be provided. Should Customer renew a Support Term after the expiration thereof, the Renewal Term will begin on the first day following the Expiration Date of the lapsed Support Term.

**6.4. Auto Renewal.** Unless expressly stated otherwise by Customer, the Support Term shall be renewed automatically for successive Terms equal to twelve (12) months each. Wazuh shall give Customer written notice of the impending Auto Renewal at least ninety (90) days prior to the Expiration Date of each Support Term. Additionally, a second written notice shall be sent as a reminder to Customer at least forty-five (45) days before the Expiration Date. 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 Support 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 Support 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 provision of Services to Customer 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 7 (Confidentiality). Any

suspension of Services under the preceding terms will not relieve Customer of its payment obligations hereunder. Wazuh only shall restore 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 for any reason, Customer shall return to Wazuh proprietary information in Customer's possession, custody, or control; and certify in writing, such return and destruction if applicable, signed by an officer of Customer.

**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 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 10 (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 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. 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. The confidentiality and non-disclosure obligations set forth in this Section 7 shall remain in effect for a period of three (3) years from the date of disclosure, notwithstanding earlier termination or expiration of this Agreement, except with respect to trade

secret information, which shall remain in effect indefinitely.

## 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.** All Software is being delivered to Customer "as is" and Wazuh makes no warranty as to its use, reliability or performance. Wazuh does not and cannot warrant the performance or results Customer may obtain by using the Software. Wazuh makes 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. Customer assumes all risks 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. Customer is solely responsible for determining the appropriateness of use of the Software and assumes all risks associated with its use.

## 9. Limitation of liability

**9.1. Disclaimer of indirect damages.** Except for liability arising out of breaches of Section 5 (Fees and Payment) in no event shall either party, be liable 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 of liability.** Except for liability arising under Section 5 (Fees and Payment) and Section 7 (Confidentiality), in no event shall Wazuh'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 the 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. General

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

**10.2. 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.

**10.3. 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.

**10.4. 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.

**10.5. 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.

**10.6. 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 10.6..

**10.6.1** All legal notices must be made via conventional mail, or overnight courier. Notice sent via

conventional mail, is deemed received four (4) 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 10.6.2.

**10.6.2.** 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 is deemed received four (4) hours after being sent.

**10.6.3.** 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.

**10.7. 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 thirty (30) 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.

**10.8. 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 celebrate any type of work or service contract with Customer.

**10.9. 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.

**10.10. 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.

**10.11. 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.

**10.12. 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 10.11, shall be subject to the exclusive jurisdiction of the state and federal courts located within the County of Santa Clara, California, and both parties hereto hereby irrevocably consent to venue and personal jurisdiction in such courts. Unless local law would require otherwise, the construction, interpretation and performance of this Agreement shall be governed by the substantive law of the State of California, excluding its choice of law rules, and applicable laws and regulations of the United States of America. The United Nations Convention on Contracts for International Sale of Goods shall not apply.

**10.13. 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.

**10.14. 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. 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. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this

Agreement. In the event of conflict or inconsistency among the following documents, the order of precedence shall be: (1) SOW, (2) Sales Order, (3) Support Agreement, and (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.**

**By Customer**

**Signature**

**Signature**

**Name:**

**Name:**

**Title:**

**Title:**

**Date:**

**Date:**

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# Appendix A - Service Level Agreement

Version date: June 26, 2023.

This Service Level Agreement (SLA) is an integral part of the Agreement and outlines the service level commitment that Wazuh will strive to deliver for the Maintenance and Support of the Supported Product.

## 1. Definitions

**1.1. Capitalized terms.** Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Agreement. Cognate terms shall be construed to have the same meaning.

“Maintenance Patch” means a release of or for a Supported Product that includes the most recent Resolutions.

“Primary Coverage Hours” means the days and hours that Wazuh agrees to provide Support and Maintenance Services according 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 7.2.).

“Resolution” means 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. Resolutions may include patches and bug fixes. The Resolution may require the replacement of the Supported Product, the installation of a new Version, and/ or the application of Updates to the Supported Version.

“Support”, as defined in the Support Agreement, is used hereunder either when referring to Standard Support or Premium Support.

“Supported Incidents” means a defect or failure of the Supported Product to conform to the specifications set forth in the Documentation associated with the applicable Version thereof, resulting in inability or limitation to use the Supported Product.

“Supported Product” means the current Version (N) and the immediately prior Version (N-1) of the Software.

## 2. Support Description and Scope

**2.1. Environment.** Support and Maintenance Services are limited to one environment, which equals one Wazuh platform deployment (i.e. one instance of the Wazuh server cluster and one instance of the Wazuh indexer cluster, plus a specific number of agents, as per the Documentation). The Wazuh agent count for each environment shall not exceed the tier limit as defined in the applicable Sales Order Form. If Customer’s environment exceeds the maximum number of Wazuh agents for the

purchased tier, Wazuh has no obligation to provide the Services and is entitled to terminate the Agreement as an infringement of the Restrictions set forth therein. Customer can upgrade the tier at any time during the Agreement through the acceptance of a new Sales Order Form.

**2.2. Scope of Maintenance Services.** Supported Product Maintenance includes provision of Resolutions, Maintenance Patches, and Updates in relation to the Supported Product during the Support Term, as set forth herein. Wazuh will make commercially reasonable efforts, but it is not obligated to perform source code modifications, develop patches, or provide extensive debugging for the N-1 Version. Consequently, if a bug or issue is identified and subsequently fixed in a later Version, Customer shall update the Software to the latest Version in order to access and implement the Resolution made available by Wazuh.

## **2.2. Scope of Technical Support Services.**

**2.2.1.** 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.

**2.2.2.** Technical Support Services do not include Professional Services (Consulting Services), such as but not limited to, development, consulting or technical training. Any additional tasks derived from Customer's request, beyond knowledge transmission, and not specified hereunder, such as development, documentation, specific testing or remote access will be on an hourly basis unless otherwise agreed in writing by the parties.

**2.3. Support Modification.** Modifications to the scope of Support, as set forth herein, may be made from time to time by Wazuh and will be 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.

**2.4. Exclusions from Support.** Wazuh is not obligated to provide Maintenance Services or Technical Support Services in the following situations:

- Customer or end user deviates from the supported platforms or uses the supported Software in an unauthorized manner;
- Improper installation or operation of the Supported Product not in accordance with Wazuh's specifications or the Documentation;
- 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;
- The Supported Incident is caused by third party hardware or software not sold or licensed by or through Wazuh;
- Customer has not installed and implemented a Maintenance Patch or Update so that the Software is not a release supported by Wazuh;
- Customer is using a non-Supported Product.

## **3. Requesting Support - Priority levels**

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

Priority		Business Impact	Issue Description
1	Critical	Yes	Trouble condition where a Wazuh platform central component is completely out of service, or the Wazuh platform is causing business impact to the customer.
2	High	Yes	Trouble condition where a Wazuh platform central component, or a deployed Wazuh agent, is not fully functional and is causing business impact to the customer.
3	Medium	No	Trouble condition where a Wazuh platform central component, or a deployed Wazuh 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. 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, based on the Severity level as determined by Wazuh. Wazuh is not responsible for delays in response delivery caused by systems and network problems.

## 5. Resolutions, Maintenance Patches and Updates

In addition to Resolutions, Wazuh will provide Maintenance Patches and Updates to Customer during the Support Term. These patches and updates will be made available by Wazuh when they are generally released. Wazuh reserves the right to make available Updates, bug fixes, and Maintenance Patches only for the 'N' Version of the Software. In the case that there is uncertainty about whether a particular offering is classified as 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.

## 6. Customer Responsibilities

Customer agrees to:

- Utilize Supported Products;
- Ensure that any access codes Wazuh provides are used only by Customer's authorized personnel;
- 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;
- Provide Wazuh with all relevant and available diagnostic information (including product or system information) pertaining to software problems for which Customer requests assistance;
- 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;
- Use the information obtained under these Support Services only for the support of the information processing requirements within Customer's enterprise;
- Ensure that Support Services are used only in relation to duly licensed Supported Products;
- Make reasonable efforts to correct any Issue and deploy corrections after consulting with Wazuh;
- Promptly install all Maintenance Patches and Resolutions.

## 7. Support and Service Levels

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

**7.1. Reporting an Issue.** Customer may report an Issue via the support portal at <https://wazuh-support.atlassian.net/servicedesk/customer/portals>

**7.2. Response Time.** 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.

	Standard	Premium
Primary Coverage Hours	9am-5pm ET Monday to Friday	6am-6pm ET Monday to Friday
Email support	Yes	Yes
Remote sessions	Yes	Yes
24/7 Critical support (P1 & P2)	-	Yes



Response time for P1 and P2 during regular business hours	8 hours	4 hours
Response time for P3 and P4 during regular business hours	8 hours	6 hours
Health check request (remote and during regular business hours)	Included 2 a year (every six months)	Included 4 a year (every three months)

**7.3. Service Credits.** 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
		2 hours of remote health-check
Below 75%	Unacceptable	30 days extension of support service
		4 hours of remote health-check