

Training Course terms

Version date: August 30, 2024.

These Training Course Terms (TCT), are entered into and between the customer ("Customer" or "Attendee" alternatively) 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 these TCT, or a Sales Order (Order) referencing these TCT (collectively the Agreement), Customer and Wazuh agree to be bound to the following terms and conditions governing the access to Wazuh Training Course (either public or private, collectively referred to as Course).

1. Training Course

1.1. Public Course. This Course is a comprehensive 4-day online training program intended for security engineers. This Course focuses on the topics outlined in the current Course Syllabus (Syllabus), which can be accessed at https://wazuh.com/docs/Wazuh_TrainingCourseSyllabus.pdf and constitutes part of this Agreement. Wazuh reserves the right to periodically update the Syllabus and/or modify the distribution of hours and overall duration of the Course at its sole discretion. For purposes of these TCT, the word Course is inclusive of all materials, presentations, Lab Environment, sessions, and any provisions explicitly delivered for or in conjunction with the Course.

1.2. Private Course. The aforementioned Course may also be delivered as private sessions for a reduced number of attendees. These private sessions (also referred to as the Course) are designed for a minimum of five (5) attendees and can accommodate up to a maximum of eleven (11) participants. The availability and feasibility for customizations of the Syllabus will be assessed on a case-by-case basis and Wazuh reserves the right not to perform such customizations.

1.3. Language. The Course will be conducted in English or Spanish, or as otherwise specified in the applicable Order.

1.4. Time schedule. The Course time schedule will be determined one week prior to the commencement date at Wazuh's sole discretion.

1.5. Lab Environment. The Course provides access to an individualized hands-on platform (Lab Environment). The Lab Environment, exclusively assigned for each Attendee, is activated at the beginning of the course and remains accessible for twenty four (24) hours after Course completion.

1.6. Training material. All training materials and resources will be exclusively available in English. These materials will be accessible via links, which will be activated at the beginning of the Course and remain available for twenty four (24) hours following the conclusion of the Course.

1.7. Course Certificate. Upon successful fulfillment of the Course requirements, Attendees will be given a Certificate of Attendance (Certificate). To obtain this Certificate, Attendee must adhere to the

following criteria: i) Full attendance: Attendee is required to participate in all scheduled training sessions. Only those who attend each session, as pre-informed during registration, will be considered for the Certificate; ii) Payment: payment for the Course must be received and confirmed in accordance with the Payment Terms outlined in this Agreement; and iii) Compliance with terms and conditions: Attendee must comply with all the terms and conditions specified in these TCT.

2. Customers' responsibilities

2.1. Complying with Payment Terms. Timely payment is essential to access the Course and violation of provisions contained in section 3 constitutes a breach of these TCT.

2.2. Scheduling. Customer is responsible for promptly reserving a seat in the preferred Course (enrollment process) immediately after the Order is signed and delivered to Wazuh.

2.3. Provide information. Upon request, Customer must promptly furnish Wazuh with all relevant information pertaining to the individual who will be participating in the Course. Any changes to this information must be communicated to Wazuh no later than one (1) week before the Course commencement. Failure to comply with this requirement will result in the forfeiture of the scheduled seat and, Wazuh reserves the right not to re-accommodate attendees in a future Course.

2.4. Attendee Registration. Wazuh may request Attendee to complete a Registration through the applicable meeting platform prior to the Course start date. Registrants will only be approved provided that the name and email address of Attendee are those furnished to Wazuh in the enrollment process.

2.4.1. Wazuh will supply Attendees, as per the information provided according to section 2.2., with the necessary links to access the Course, whether through Zoom, Webex, or a similar platform selected by Wazuh. Additionally, unique login credentials will be provided for the exclusive use of each Attendee in their Lab Environment. Attendees are strictly prohibited from sharing these credentials, and violation of this policy may result in immediate expulsion from the Course.

2.5. Conduct and compliance. Wazuh reserves the right to exclude from the Course any Attendee whose behavior is deemed inappropriate by Wazuh or its trainers, or is in violation of these TCT. In these circumstances, Wazuh will not refund any fees and Attendee is not entitled to receive the Certificate.

2.6. Attendance. Wazuh will keep attendance records and Certificates of Attendance will be issued exclusively for Attendees that participate in all Course sessions without exception.

3. Payment Terms

3.1. Invoices. Training seats will be invoiced upon receipt of an executed Order and shall be paid in full to obtain access to the Course. Payment must be made at least five (5) business days before the Course begins and no later than thirty (30) days from the date of the invoice. After 30 days of issuance, invoices shall be deemed undisputed.

3.2. Payment terms. All amounts payable under this Agreement are denominated in U.S. dollars, and shall be paid in U.S. dollars, unless otherwise provided in the applicable Order. Payment options may be credit card, wire/electronic transfer, company check, or other pre-arranged payment method. Payments made to Wazuh pursuant to this Agreement are non refundable.

3.2.1. If Training seats are included in an Order along with other Services, any special payment terms agreed with Customer (e.g., installment payments, extended payment periods) will not apply to the Training seats. Training seats may be invoiced separately, with standard payment terms applying.

3.3. 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. Additionally Wazuh is entitled to reimbursement of any costs or expenses (including, but not limited to, collection agency fees, reasonable attorneys' fees and court costs) incurred by to collect any amount that is not paid when due. Amounts due under this Agreement are not subject to offset for any reason. Wazuh reserves the right to withhold Certificates of Attendance if the Training seat invoice remains unpaid.

3.4. Taxes. All payments made pursuant to this Agreement shall be made free and clear and without deduction for any and all present and future Taxes. Payments 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 Order 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. Wazuh shall be indemnified for the full amount of Taxes attributable to the provision of the Training and any liabilities (including penalties, interest, and expenses) arising from such Taxes, within thirty (30) days from any written demand by Wazuh.

4. Schedule

4.1. Commencement date. The Course's start date shall be scheduled based on Wazuh's availability and shall occur no later than twelve (12) months from the date of the invoice. Failure to schedule the Course within this timeframe shall result in the loss of the purchased Training seat. It is Customer's sole responsibility to coordinate and confirm the Course schedule within the specified timeframe to secure its participation.

4.2. Re-scheduling by Customer. Customer is allowed to reschedule the Course once, provided that prior written notice is given to Wazuh at least one (1) week before the scheduled Course commencement date. Wazuh will make reasonable efforts to assist with rescheduling; however, any re-scheduling requests made after this timeframe, or any additional re-scheduling requests, may not be accommodated and no refunds will be issued by Wazuh.

4.3. Re-scheduling by Wazuh. Wazuh reserves the right to modify the Course schedule. In such cases, Wazuh will provide reasonable notice to Attendee and make reasonable efforts to reschedule the Course at the earliest convenience. This adjustment shall not constitute a violation of this TCT by Wazuh, and does not grant any claims or refunds rights to Customer.

5. Cancellation and refund policy

5.1. Orders. Orders are not subject to cancellation after execution, notwithstanding the foregoing, Wazuh may cancel an Order at its sole discretion. Wazuh is not responsible for pricing, typographical, or other errors and reserves the right to cancel any Orders resulting from such errors.

5.2. Scheduled Courses. In the event of a cancellation by Customer for a scheduled Course, whether for any reason or no reason at all, payment obligations hereunder shall survive and no refunds shall be provided by Wazuh.

5.3. Refund policy. Any and all payments made to Wazuh pursuant to this Agreement are non-refundable.

6. Intellectual Property

The intellectual property rights related to the Course, including but not limited to Course materials, presentations, documentation, and any provided resources, are and shall remain the exclusive property of Wazuh. No license or right of use is granted to Customer, except as expressly stated in otherwise, and any unauthorized use, reproduction, or distribution of the Course materials is strictly prohibited.

7. Liability and indemnification

Wazuh assumes no liability for any direct, indirect, incidental, or consequential damages arising from the Course. Customer agrees to indemnify and hold Wazuh harmless from any claims, losses, or liabilities incurred as a result of Customer's participation in the Course.

Opinions and views expressed during the Course sessions are solely those of individual trainers and do not necessarily represent the views or opinions of Wazuh. Wazuh disclaims all responsibility and liability for any actions, decisions, or consequences resulting from the information, opinions, or materials presented during these courses.

Attendees to the Course sessions are urged to exercise their own judgment and discretion when applying the information provided. Any actions taken based on the content presented during the Course are at the sole risk and responsibility of the individuals involved.

Customer expressly acknowledges and agrees that the Lab Environment provided for the Course is intended for educational purposes and may be subject to unforeseen technical challenges or interruptions. Wazuh shall undertake reasonable efforts to address and rectify such issues, but

under no circumstances shall Customer or Attendee hold Wazuh liable for any damages, losses, or claims arising from the use or availability of the Lab Environment. Customer and Attendee assume all risks and responsibilities for their interaction with the Lab Environment, and it is expressly understood that no further warranties, guarantees, or liabilities are conferred upon Wazuh, whether expressed or implied. Wazuh disclaims any responsibilities for any direct, indirect, incidental, or consequential damages resulting from the Lab Environment. In all circumstances, Attendees are encouraged to employ the Lab Environment solely for educational purposes during the Course.

8. Warranties and disclaimer

Wazuh provides the Course, including but not limited to all educational material, presentations, interactive content, documentation and the Lab Environment, on an "as is" basis, and makes no warranties or guarantees of any kind, whether express or implied. Wazuh does not warrant the accuracy, completeness, or usefulness of the Course, and disclaims all liability for any errors or omissions in the content or delivery of the Course. Customer is solely responsible for the use and interpretation of the materials, resources and content of any kind provided pursuant to the Course.

9. Confidentiality

9.1. Confidential information. Wazuh and Customer mutually agree to maintain the confidentiality of any information exchanged during the Course that is not publicly available or falls outside the scope of the Training materials. Both parties shall refrain from disclosing such confidential information to any third party without prior written consent. This obligation of confidentiality extends to any sensitive information shared during the Course.

9.2. Non-Recording. Training course sessions are strictly confidential, and no form of recording is permitted.

9.3. Confidentiality breach. Violation of any provision under this section 9 is deemed a breach of the Agreement.

10. Miscellaneous

10.1 Force majeure. Except for payment obligations, neither party shall be held responsible for any failure or delay in the performance of their obligations under this Agreement due to circumstances beyond their reasonable control, provided that such circumstances are not caused by the negligence of the non-performing party. These circumstances may include, but are not limited to, labor disputes, strikes, shortages of labor or supplies, acts of God, governmental actions, or any other unforeseen events. If a force majeure event persists for more than thirty (30) days, either party may choose to terminate this Agreement by providing written notice to the other party, without incurring any liability

or refund obligations, nor releasing Customer from its payment obligations.

10.2. Notices. Except as otherwise provided herein, all notices to the parties shall be sent to the addresses listed either on this Agreement or the applicable Order. Either party may change these addresses by written notice to the other party in accordance with this Section 10.2.

10.2.1 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 10.2.3.

10.2.2. Sales Orders, purchase orders, confirmations, invoices, 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.

10.2.3. Wazuh may broadcast notices and other messages by posting on the Wazuh website to inform Customer of any changes introduced to this TCT, the Course syllabus, or other matters of importance.

10.3. Governing law. These TCT and all matters arising out of or relating to it, shall be governed by the laws of the State of California. Any dispute or disagreement arising out of or relating to this Agreement 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 Order 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.

10.4. Entire Agreement and Severability. These TCT, together with the applicable Order and the Syllabus, constitutes the entire agreement between Wazuh and Customer, governing the Course. In the event of conflicting terms, the Order shall prevail. Any prior agreements, understandings, or representations, whether oral or written, regarding the Course are superseded by this Agreement. No modifications or amendments to this Agreement shall be binding unless made in writing and signed by both parties. If any provision of these TCT is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

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, whether through physical signatures or electronic signatures.

By Wazuh, INC.

Signature

Name:

Title:

Date:

By Customer

Signature

Name:

Title:

Date:
