

# NXLog General Terms of Business

Effective date: October 15, 2025

Thank you for using the NXLog Platform and other NXLog services!

These NXLog General Terms of Business (the “Agreement”) describe your rights and responsibilities as a customer and form a binding contract between you (“Customer,” “You,” “Licensee”) and NXLog FZE, a company with its corporate address at The Office 3, One Central, Dubai World Trade Center, United Arab Emirates (“NXLog,” “Supplier,” “We,” “Us”). This Agreement governs your use of all NXLog products and services, including the NXLog Customer Portal, the NXLog Cloud Platform (SaaS), and our On-Premise Software Products.

## Accepting This Agreement

This Agreement is effective as of the date you first accept it (the “Effective Date”). You accept this Agreement by the earliest of the following actions:

- Clicking “I agree” (or a similar button or checkbox) when you register, create an account, or place an Order.
- Using or accessing the NXLog Cloud Platform or On-Premise Software.
- For Free-of-Charge Products, your access or use constitutes acceptance.

By accepting, you represent and warrant that:

- You have the full legal authority to bind your employer or the entity you represent to this Agreement.
- You have read and understand this Agreement.
- You agree to this Agreement on behalf of the party you represent.

If you sign up using an email address from your employer or another entity, you will be deemed to represent that party, and your acceptance will bind them. If you do not have the legal authority to bind your employer or entity, please do not accept this Agreement. This Agreement does not need to be physically signed to be binding.

## Part 1: General Terms Applicable to All Customers

This Part applies to all customers, regardless of the specific products or services you use.

### 1.1. Billing, Renewals, and Payment

- **Subscription Plans:** Except for Free-of-Charge Products, all NXLog products are offered on a subscription basis for a defined term. The duration of your subscription, including its specific

start and end dates (the "Coverage Period"), is determined by the applicable Order, quote, or purchase order. Each Subscription Term is a non-divisible, continuous commitment, regardless of the invoice schedule, and pricing is based on a purchase of the entire Subscription Term.

- **Renewals:** Our Customer Success team will contact you at least ninety (90) days before your subscription expires to discuss renewal options. If you do not confirm renewal before the expiration date, your subscription will terminate at the end of the current term. You may provide a notice of non-renewal at any time before expiration. All renewals are subject to the product's continued availability and will be billed at the then-current rates.
- **Upgrades & Add-ons:** You may expand your use of the platform by adding licenses or product extensions at any time. Unless specified otherwise in your Order, any increased use will be billed at our then-current rates. You may upgrade your subscription level at any time. When you upgrade, you will be charged the difference between your old plan and the new plan, with a credit applied for the remaining value of your old subscription. When you upgrade, your Subscription Term resets. A new Subscription Term, with a duration as specified in the upgrade Order, begins on the date of the upgrade. Downgrading to a lower subscription level is only possible at the start of a new subscription term.
- **Payment:** You agree to pay all fees by the due dates and in the currency stated in your Order. You are responsible for any transaction fees charged by banks or payment providers to ensure we receive the full invoiced amount. If you require a Purchase Order (PO) number on your invoice, you must provide it when ordering.
- **Expenses:** For Additional Services performed outside NXLog office locations, you will reimburse us for our pre-approved travel, lodging, and meal expenses.
- **No Refunds:** Except where expressly stated in this Agreement (such as for a Warranty Remedy or IP Indemnification), all fees are non-refundable, non-cancelable, and non-creditable. You authorize us to charge your payment method on file for renewals, upgrades, and other unpaid fees.
- **No Contingencies:** Your purchase is based on the platform's current features and functionality and is not contingent on the delivery of any future functionality or the purchase of any other products

## 1.2. Taxes

Your fees under this Agreement exclude any taxes or duties. To the extent any such taxes are payable by us, you must pay us that amount in addition to the fees owed. If you have a valid tax exemption (e.g., a European VAT number), you may provide it to us, and we will make reasonable efforts to assist you in receiving a refund or credit if available. You will pay all fees net of any applicable withholding taxes. We will work together to avoid withholding tax if exemptions are available, and we will provide reasonable documentary proof if we qualify for an exemption.

## 1.3. Confidentiality

- **Confidential Information:** Each party agrees that all code, inventions, know-how, and business, technical, or financial information disclosed by one party ("Disclosing Party") to the other ("Receiving Party") that is identified as confidential or should reasonably be understood as confidential is the confidential property of the Disclosing Party ("Confidential Information").

Our technology and any performance information related to the NXLog Platform are automatically our Confidential Information.

- **Obligations:** The Receiving Party will hold all Confidential Information in confidence and not disclose it to any third party. The Receiving Party will only use the Confidential Information to fulfill its obligations or exercise its rights under this Agreement. The Receiving Party may share Confidential Information with employees, agents, and contractors who have a legitimate need to know and are bound by confidentiality obligations at least as protective as those in this section.
- **Exceptions:** These obligations do not apply to information that the Receiving Party can prove: (a) was already in its possession before receipt; (b) is or becomes publicly available through no fault of the Receiving Party; (c) is lawfully received from a third party without breach of any confidentiality obligation; or (d) is independently developed without use of the Confidential Information.
- **Required Disclosure:** The Receiving Party may disclose Confidential Information if required by Law or court order. However, if legally permitted, the Receiving Party will: (a) give the Disclosing Party prompt notice before making the disclosure; (b) reasonably assist the Disclosing Party, at their expense, in efforts to resist or limit the disclosure; and (c) disclose only that portion of the Confidential Information that is legally required.

## 1.4. Term and Termination

- **Term:** This Agreement is effective from the Effective Date and continues until all your Subscription Terms have expired or been terminated.
- **Termination for Cause:** Either party may terminate this Agreement (including all related Orders) if the other party: (a) Fails to cure any material breach of this Agreement within thirty (30) days after receiving written notice. (b) Fails to make a payment within fifteen (15) days of written notice. (c) Ceases operations without a successor. (d) Seeks protection under bankruptcy or a similar proceeding, or if one is initiated against them and not dismissed within sixty (60) days.
- **Termination for Convenience:** You may terminate this Agreement at any time for any reason by providing at least ninety (90) days' prior written notice. Upon such termination, no refunds will be issued for prepaid fees, and any outstanding fees for the current Subscription Term will become immediately due and payable.
- **Effects of Termination:** Upon expiration or termination, you must immediately stop using all NXLog products and delete (or, at our request, return) all of our Confidential Information. You must provide written certification of such deletion if we request it. You will no longer have access to Your Data, and we may delete it unless prohibited by law. Termination does not relieve you of your obligation to pay fees incurred before termination.
- **Survival:** The following sections will survive any termination or expiration of this Agreement: Restrictions, Your Indemnity, Payment, Taxes, IP Rights and Feedback, Confidentiality, Term and Termination, Warranty Disclaimer, Limitations of Liability, IP Indemnification, Dispute Resolution, and General Provisions.

## 1.5. Warranties and Disclaimer

- **Mutual Warranties:** Each party represents and warrants that it has the legal power and authority to enter into this Agreement.
- **Our Performance Warranty:** We warrant that we use commercially reasonable efforts to prevent the introduction of viruses, Trojan horses, or other harmful materials into the NXLog Platform Products (the “Performance Warranty”). We are not responsible for harmful materials submitted by you or your users or for vulnerabilities arising from third-party integrations you use.
- **Warranty Remedy:** We will use commercially reasonable efforts to correct any reported non-conformity with the Performance Warranty at no cost to you. If we determine that correction is not practicable, either party may terminate the applicable Subscription Term, and you will receive a refund for the unused portion of any prepaid fees. This is your sole and exclusive remedy for any breach of the Performance Warranty. This warranty will not apply if: (a) you fail to report the non-conformity within thirty (30) days of its discovery; (b) you fail to provide reasonable supporting documentation; or (c) the non-conformity results from misuse or unauthorized modifications.
- **WARRANTY DISCLAIMER:** EXCEPT AS EXPRESSLY STATED IN THIS SECTION, ALL NXLOG PLATFORM PRODUCTS, SUPPORT, AND ADDITIONAL SERVICES ARE PROVIDED “AS IS”. WE AND OUR SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT YOUR USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT YOUR DATA WILL BE PRESERVED WITHOUT LOSS. THE PRODUCTS ARE NOT DESIGNED FOR ANY PURPOSE REQUIRING FAIL-SAFE PERFORMANCE FOR WHICH FAILURE COULD RESULT IN DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY, OR ENVIRONMENTAL DAMAGE.

## 1.6. Limitation of Liability

- **Consequential Damages Waiver:** EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF USE, LOST PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- **Liability Cap:** EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY YOU TO US FOR THE PRODUCTS AND SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.
- **Excluded Claims:** The limitations and waivers in this section do not apply to “Excluded Claims,” which are: (a) Any amounts you owe under any Orders. (b) Either party’s indemnification obligations under this Agreement. (c) Any violation of our product use restrictions. (d) A party’s willful misconduct, gross negligence, breaches of confidentiality, or infringement of the other party’s intellectual property rights.

## 1.7. IP Rights and Indemnification

- **Our IP Rights:** NXLog and our licensors retain all right, title, and interest, including all Intellectual Property Rights, in and to Our Technology. The products are provided on a limited access or license basis, and no ownership rights are transferred to you.
- **Feedback:** If you provide any feedback, suggestions, or ideas to us, we may use, copy, license, and exploit it for any purpose without obligation, royalty, or restriction. Feedback will not be treated as your confidential information.
- **Our Indemnification Obligation:** We will defend you against any claim by a third party that the authorized use of an NXLog product infringes their patent, copyright, or trademark ("Claim"). We will indemnify you from any damages and costs finally awarded by a court or agreed to in a settlement executed by us.
- **Our Options:** If a product is likely to be enjoined, we may, at our sole discretion: (a) procure the right for you to continue using it; (b) replace it with a substantially similar alternative; or (c) terminate your right to use it and provide a refund for the unused portion of the prepaid term.
- **Conditions for Indemnification:** Our obligation to indemnify you applies only if you provide us with prompt written notice of the Claim, give us exclusive control over the defense and settlement, and provide all reasonable cooperation.
- **Exclusions:** Our indemnification obligations will not apply if the Claim arises from: (a) your modification of the product; (b) your use of the product in combination with non-NXLog products or services; (c) your unauthorized use of the product; (d) Your Data or your own indemnity obligations; or (e) your settlement of the Claim without our prior written consent. Our indemnification obligation under this section does not apply if the total fees you paid for the applicable product in the twelve (12) months preceding the Claim are less than US\$50,000, unless your Order specifies otherwise.

## 1.8. Dispute Resolution & Governing Law

- **Informal Resolution:** In case of a dispute, the parties agree to first consult and negotiate in good faith for sixty (60) days to reach a satisfactory resolution before initiating legal action.
- **Governing Law:** Unless otherwise specified in your Order Form, this Agreement shall be governed by and interpreted in accordance with the laws of the United Arab Emirates (UAE).
- **Jurisdiction:** Each party irrevocably agrees that any legal action or proceeding shall be brought exclusively before the courts of the United Arab Emirates.
- **Injunctive Relief:** Nothing in this Agreement shall prevent us from seeking injunctive relief in any appropriate jurisdiction to address violations of intellectual property rights or breaches of confidentiality.
- **Exclusions:** The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) shall not apply to this Agreement.

## 1.9. Terms for Managed Security Service Providers (MSSPs)

This section applies if you are an MSSP purchasing licenses to provide managed security services to your own third-party customers.

- **Right to Operate:** As an MSSP, you are granted the right to use the NXLog Cloud Platform and to install and use the On-Premise Software on behalf of your third-party customers.
- **Permitted Use:** This right is granted solely for the purpose of delivering outsourced monitoring and managed security services to your customers.
- **Your Responsibility:** You are fully responsible for your customers' compliance with this Agreement. This includes responsibility for all actions taken by your customers and their users and for any fees they incur.
- **End Customer Consent:** You must ensure your end customers consent to these General Terms of Business. The specific mechanics of how this is managed will be detailed in your separate MSSP Agreement with NXLog.

## 1.10. Other General Provisions

- **Notices:** We may deliver notices to you via email or through your account in the NXLog Customer Portal. You agree that electronic communications satisfy any legal requirements for written notice. Notices you send to us must be in writing to our designated email address.
- **Force Majeure:** Neither party shall be liable for any delay or failure to perform due to events beyond its reasonable control, such as strikes, acts of terrorism, natural disasters, or power failures (excluding payment obligations).
- **Assignment:** You may not assign this Agreement without our prior written consent, except to a successor entity in a merger or sale of all your assets, provided you notify us promptly. We may assign our rights and obligations under this Agreement without your consent.
- **Resellers:** If you purchase through an authorized partner or reseller ("Reseller"), your payment obligation is to the Reseller. Your use of the products is governed by this Agreement. The Reseller is responsible for the accuracy of the Order they place with us on your behalf. Resellers are not authorized to modify these Terms or make any promises on our behalf. For the purposes of calculating our liability cap, the amount considered will be what the Reseller paid to us for your use of the product.
- **Waiver:** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of such right.
- **Export Restrictions:** The NXLog Platform Products are subject to export control laws. You agree to comply with all relevant export and import laws and shall not export the products to any embargoed country or to any person or entity on a restricted party list. You represent that you are not located in a prohibited country or on any such list.
- **Publicity Rights:** We may identify you as an NXLog customer in our promotional materials. You may request that we cease doing so by sending a written request to [sales@nxlog.org](mailto:sales@nxlog.org).
- **Changes to this Agreement:** We may update or modify this Agreement from time to time by

notifying you or posting the revised terms on our website. For paid subscriptions, modifications will take effect at the start of your next renewal term. If a modification takes effect during your current term and you object, your sole remedy is to terminate the affected Orders for a pro-rated refund of prepaid fees, provided you notify us within thirty (30) days.

- **Order of Precedence:** In the event of a conflict between the documents that make up this Agreement, the following order of precedence will apply: (1) the applicable Order; (2) any Product-Specific Terms or Policies; and (3) these General Terms of Business.
- **Entire Agreement:** This Agreement (including our Policies and your Orders) is the entire agreement between you and us and supersedes all prior agreements and communications.
- **Independent Contractors:** The parties are independent contractors. This Agreement does not create a partnership, joint venture, or agency relationship.

## Part 2: The NXLog Customer Portal

The NXLog Customer Portal is the central interface used by all customers to manage accounts, licenses, and orders for all NXLog products and services.

- **Account Registration:** You must register for an account on the NXLog Customer Portal to place Orders and to get access to, use, or receive our products. Your registration information must be accurate, current, and complete, and you must keep it up to date so we may send you notices and other information. You are responsible for all actions taken through your account.
- **Information Collected in the Portal:** To manage your account and process Orders, we collect information which may include: (a) Company name, billing address, and shipping address. (b) VAT ID for companies based in the European Union. (c) Contact name and email address for the person issuing an Order or in charge of the products. (d) Invoice submission email address (e.g., for an Accounts Payable team). (e) For MSSPs and Resellers, the names and contact details of their End Users. (f) Other information necessary to create and secure your account, such as passwords and multi-factor authentication setup.
- **Usage Information:** To ensure license compliance, bill for services, and improve our products, we collect information about how our platform is used. This includes metrics related to your Scope of Use (such as the number of data sources or data volume), features accessed, and other analytics data about product performance. The collected information does not contain any security of business sensitive data and can be provided to you for audit purposes upon request.
- **Administrators:** You may designate certain users as "Administrators" who have significant rights over your account, including placing Orders, purchasing add-ons (which may incur fees), creating and managing user accounts, and controlling access to your data. You are responsible for managing your Administrator access and ensuring they comply with these Terms.
- **Domain Name Ownership:** Where you are required to specify a domain for the operation of any NXLog Platform Product or certain features, we may verify that you own or control that domain. If you do not own or control the domain you specify, then we will have no obligation to provide you with the NXLog Platform or related features.
- **Credentials:** You must require that all users keep their user IDs and passwords strictly confidential and do not share them. User IDs are granted to individual, named persons and may not be shared. You are responsible for any and all actions taken using user accounts and

passwords and must notify us immediately of any unauthorized use.

- **Resellers and Third Parties:** If you purchase through a Reseller or authorize any other third party to act as an Administrator, you are solely responsible for defining their rights and obligations in your separate agreement with them. You remain fully responsible for any access by a Reseller or third party to your accounts.

## Part 3: Terms for NXLog Cloud Platform

This part applies specifically to your use of the NXLog Cloud Platform, our software-as-a-service (SaaS) offering.

- **Access Rights:** Subject to this Agreement, you are granted a non-exclusive, non-transferable right to access and use the NXLog Cloud Platform during your Subscription Term, solely for your internal business operations and in accordance with your Order and the Documentation.
- **Security and Privacy:**
  - **Security Measures:** We implement and maintain physical, technical, and administrative security measures designed to protect Your Data from unauthorized access, destruction, use, modification, or disclosure.
  - **Privacy:** We collect certain data about you and your users in connection with your use of the platform. We collect and use all such data in accordance with our Privacy Policy, which you acknowledge.
  - **Legal Disclosure:** We will not disclose Your Data except as required by law, subpoenas, or court orders, and we will use commercially reasonable efforts to notify you where permitted.
  - **Data Processing:** If you are subject to the GDPR, you can request our Data Processing Agreement (DPA) at [legal@nxlog.org](mailto:legal@nxlog.org).
- **Your Data:**
  - **Ownership and License:** You retain all right, title, and interest in Your Data. You grant NXLog a limited, non-exclusive, worldwide license to access, use, process, copy, and display Your Data solely to the extent necessary to provide the Cloud Platform to you.
  - **Data Residency:** You may have the option to select a geographic data hosting region for the Cloud Platform, subject to availability and the terms of your Order.
  - **Your Compliance Obligations:** You represent and warrant that you have obtained all necessary rights and permissions to submit Your Data to the Cloud Platform and that its submission and use will not violate any laws or third-party rights. You are solely responsible for the accuracy, legality, and consequences of submitting and using Your Data. You will defend, indemnify, and hold us harmless from any claim arising from your breach of these data compliance obligations.
  - **Prohibited Data:** You will not provide to the Cloud Platform (or use it to process) any patient, medical, or other protected health information (regulated by HIPAA or similar laws) or any sensitive Payment Card Industry data (e.g., credit card information), unless expressly authorized by us in writing.
- **Data Deletion & Suspension:**



- **Suspension:** We may suspend your access immediately and without notice if we determine your actions pose a risk to the platform or other users, violate our policies, or violate the law.
- **Deletion by Supplier:** We reserve the right to delete Your Data if your subscription is terminated, you fail to pay overdue invoices, or you exceed your Scope of Use. We may also purge or decline to process any data that exceeds your licensed capacity (e.g., data volume or EPS limits).
- **Data Retrieval at Termination:** You are solely responsible for retrieving your data from the Cloud Platform before your subscription terminates. Upon termination, we will retain Your Data for a grace period of thirty (30) days to allow for retrieval. After this period, we may permanently delete all of Your Data from the platform. You may request a copy of your data within seven (7) days of a termination notice.
- **Service Level:** The NXLog Cloud Platform is provided "as-is" without uptime or performance commitments. While no formal Service Level Agreement (SLA) applies, we are committed to maintaining a high standard of reliability and will make reasonable efforts to ensure its availability and performance.

## Part 4: Terms for NXLog On-Premise Software

This part applies specifically to your use of NXLog On-Premise Software Products, which are installed on your own infrastructure.

- **License Grant:** We grant you a non-exclusive, non-sublicensable, and non-transferable license to install and use the On-Premise Software during your Subscription Term, solely for your internal business purposes and in accordance with your Order, your Scope of Use, and the Documentation.
- **System Requirements:** You are solely responsible for ensuring your systems meet the hardware, software, and other applicable system requirements for the On-Premise Software as specified in the Documentation. We have no responsibility for issues caused by your use of any third-party hardware or software not provided by us.
- **License Validation, Usage Collection and Audits:**
  - **Internet Connected Instances:** You acknowledge and agree that the On-Premise Software requires an active internet connection to periodically connect to the NXLog Customer Portal to validate your license, submit non-sensitive usage information and ensure compliance with your Scope of Use.
  - **Network Isolated (Air-Gapped) Instances:** You acknowledge and agree to facilitate the offline procedures required to obtain and validate your license and submit non-sensitive usage information.
  - **Audits:** At our request, you agree to provide a signed certification that your use of the software complies with this Agreement. You also agree to permit us or our agent to audit your use of the software. We will provide at least ten (10) days' advance notice. If an audit reveals that you have exceeded your licensed Scope of Use, we may invoice you for the

overage, and you agree to pay it promptly.

- **Instances:** Unless otherwise specified in your Order, you may deploy the On-Premise Software on multiple instances (e.g., Production, Test) using the same activation key, provided the cumulative usage across all instances does not exceed your total number of purchased licenses.
- **Restrictions:** Except as expressly permitted in this Agreement, you will not (and will not permit any third party to): (a) Reproduce, modify, adapt, or create derivative works of the software. (b) Rent, lease, distribute, sell, sublicense, or transfer the software to a third party. (c) Use the software for the benefit of any third party or incorporate it into a product you provide to a third party. (d) Interfere with any license key mechanism or otherwise circumvent mechanisms intended to limit your use. (e) Reverse engineer, disassemble, decompile, or otherwise seek to obtain the source code, underlying ideas, or non-public APIs to the software, except as expressly permitted by law. (f) Remove or obscure any proprietary notices contained in the software. (g) Use the software for competitive analysis or to build competitive products.

## Part 5: Free-of-Charge Products, Trials, and Beta

This part governs your use of any NXLog products provided at no charge.

- **Scope:** We may provide certain products, such as free accounts, trial use, and Beta Versions, at no charge (collectively, “Free-of-Charge Products”). Your use of these products is subject to any additional terms we specify and is permitted only for the term we designate, or until terminated.
- **Beta Versions:** You acknowledge that pre-release and beta versions (“Beta Versions”) are still under development, may be inoperable or incomplete, and are likely to contain more errors than production versions. We make no guarantees that any Beta Version will become generally available. All information about the features and performance of Beta Versions is our Confidential Information.
- **DISCLAIMER:** TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL OBLIGATIONS AND LIABILITIES FOR FREE-OF-CHARGE PRODUCTS, INCLUDING ANY SUPPORT, WARRANTIES, OR INDEMNITIES.
- **LIABILITY CAP:** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR FREE-OF-CHARGE PRODUCTS WILL BE LIMITED TO US\$50.

## Part 6: Support and Professional Services

This Part governs any Technical Support or Professional Services purchased by you (“Customer”) and provided by NXLog (“Supplier”) pursuant to an applicable Order.

### Technical Support Services

- **Scope:** If purchased, we will provide you with Technical Support Services for the products.

Support is a reactive service for troubleshooting and bug fixes related to the products themselves; it does not cover new implementations or issues in your operating environment. Support is provided remotely via our Support Ticketing System.

- **Support Levels (SL0-SL4):** The level of support you purchase determines details such as availability, response times, number of authorized contacts, and included hours. The available packages are listed on our website.
- **Incident Severity Levels:** When you report an incident, it will be categorized by severity: (a) **Critical:** An error that entirely prevents the use of the product for mission-critical applications with no workaround (Not applicable to SL0/SL1). (b) **High:** An error that prevents the use of one or more primary functionalities, though business operations can continue in a limited capacity. (c) **Low:** An error with minimal impact, or a general user inquiry. We reserve the right to reclassify the severity level based on our assessment.
- **Availability and Response Times:** "8x5" support is available Monday-Friday, 09:00-17:00 UTC. "24x7" support is available continuously. We will use commercially reasonable efforts to respond to incidents within the times specified in the table below for your Support Level. Failure to meet these times is not a breach of the Agreement.

| Severity | SL4 (24x7)   | SL3 (24x7)   | SL2 (8x5)    | SL1 (8x5)      | SL0 (8x5)      |
|----------|--------------|--------------|--------------|----------------|----------------|
| Critical | 4 hours      | 24 hours     | Next weekday | Not applicable | Not applicable |
| High     | 24 hours     | Next weekday | 2 weekdays   | 2 weekdays     | 2 weekdays     |
| Low      | Next weekday | 2 weekdays   | 3 weekdays   | 3 weekdays     | 3 weekdays     |

- **Support Contacts and Hours:** The maximum number of authorized support contacts is determined by your Support Level (SL0/SL1: 2 contacts; SL2/SL3/SL4: 5 contacts). Troubleshooting product errors does not consume your included support hours. However, your plan includes a set number of annual hours for general guidance and other non-error-related inquiries (SL0: 10, SL1: 20, SL2: 40, SL3/SL4: 80). If you exceed these hours, you must purchase an additional package or upgrade.
- **Your Cooperation:** To resolve an incident, you agree to make reasonable efforts to provide all necessary information (log files, data samples, config files, etc.) and cooperate with our support team. You are responsible for the security of your own data and for maintaining backup procedures.

## Professional Services

- **Scope:** Supplier may provide professional services, such as consulting, system architecture design, or implementation (" Professional Services "), under the terms of a mutually agreed-upon contract or Statement of Work (SOW). Unless otherwise specified in the SOW, Professional Services are provided on a remote basis.
- **Training:** Your purchase, and our provision, of Training is subject to our Training Terms and Policies, which is a separate agreement.
- **Deliverables:** Supplier will retain all right, title, and interest in and to any materials, reports, scripts, or other deliverables created as part of the Professional Services (" Our Deliverables "). Subject to your compliance with this Agreement, Supplier grants you a limited, non-exclusive,

non-transferable right to use Our Deliverables solely in connection with your authorized use of the NXLog Products.

## Part 7: Definitions

- **"Additional Services"**: Means Add-on Products, Product Extensions, Support Services, or Professional Services that we provide to you pursuant to an applicable Order.
- **"Affiliate"**: Means any person or entity directly or indirectly Controlling, Controlled by, or under common Control with a party, where "Control" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause direction of the general management of a legal entity.
- **"Agent"**: Means an instance of the Product installed on the Customer's hardware for the purpose of collecting, processing, or forwarding logs. Use of an Agent does not impact licensing terms, which are determined by the applicable License Model.
- **"Authorized User"**: Means a user who uses the NXLog Platform on behalf of the Customer and was entitled by the Customer to act as such.
- **"Cloud Platform" or "NXLog Cloud Platform"**: Means the cloud-based software-as-a-service (SaaS) solution provided by NXLog where data is processed on NXLog-managed infrastructure.
- **"Confidential Information"**: Means non-public business, technical, or financial information disclosed by one party to the other that is marked as confidential or should reasonably be understood as confidential.
- **"Customer Portal" or "NXLog Customer Portal"**: Means the web-based interface where all customers manage their accounts, subscriptions, licenses, and orders for all NXLog products.
- **"Data Source"**: Means any unique system, device, or component that generates logs. This includes, but is not limited to, workstations, servers (physical or virtual), network devices, containers or Kubernetes nodes, cloud services, and custom applications. For example, one server running ten log-generating containers counts as eleven (11) Data Sources.
- **"Documentation"**: Means the user manuals and any other materials we customarily provide to users of the product, including specifications and lists of components and licenses.
- **"End User"**: Means any individual or entity that uses the Products under your account. This includes your employees and contractors ( Authorized Users ) and, if you are an MSSP or Reseller, your own customers.
- **"Excluded Claims"**: Means any claims or liabilities arising from: (a) your obligation to pay all amounts owed under any Orders; (b) either party's indemnification obligations under this Agreement; (c) your violation of our product use restrictions; or (d) a party's willful misconduct, gross negligence, breach of its confidentiality obligations, or infringement of the other party's Intellectual Property Rights.
- **"Free-of-Charge Products"**: Means any NXLog Platform Products, Bundles, Add-ons, Extensions, free accounts, trial use, and Beta Versions provided at no charge.
- **"Intellectual Property Rights" or "IPR"**: Means all intellectual property and proprietary rights worldwide, including patent, trademark, service mark, copyright, trade secret, know-how, moral right, and any other intellectual and intangible property rights.

- **"Law"**: Means any applicable law, rule, statute, decree, decision, order, regulation, judgment, code, and requirement of any government authority (federal, state, local, or international) having jurisdiction.
- **"On-Premise Software"**: Means the software provided by NXLog that is installed and run on customer-owned and/or customer-managed IT infrastructure.
- **"Order"**: Means a purchase performed by you on the NXLog Customer Portal or an official purchase order issued by you for our products or services, which forms part of your Contract with us.
- **"Our Deliverables"**: Means any materials, such as reports, documents, or scripts, provided by us to you as part of any Additional Services.
- **"Our Technology"**: Means the NXLog Platform Products, Documentation, our websites, and other software, technology, and methodologies created by or for, or licensed to, NXLog, and any updates to or derivative works of the foregoing.
- **"Policies"**: Means our Privacy Policy, Support Policy, Acceptable Use Policy, and other policies as updated from time to time.
- **"Professional Services"**: Means proactive technical, consultation, implementation, and auxiliary services detailed in separate Contracts.
- **"Reseller"**: Means an authorized partner or reseller of NXLog from whom you make any purchases.
- **"Scope of Use"**: Means your authorized use limits for the products, which may include the number of licenses, Data Sources, Events per Second (EPS), or other metrics as defined in your Order.
- **"Site"**: Means the entity or geographical location specified in the Contract, if applicable, at which the Product will be installed and Used by the Customer under the Agreement.
- **"Subscription Term"**: Means the period of time for which you have purchased a subscription to use the NXLog Platform Products, as specified in an Order.
- **"Support"**: Means the Technical Support Services provided by NXLog for the NXLog Platform.
- **"Technical Support Services"**: Means the reactive technical support provided by Supplier to resolve Incidents.
- **"Value Added Reseller"**: Means a Customer who advertises and markets Products and Services, promotes and sells them to End Users. A Value Added Reseller's License is limited to Use the Products for evaluation, marketing and promotion purposes.
- **"Your Data"**: Means data and information submitted by you or your End Users to the NXLog Cloud Platform.