



Nozomi Networks Vantage Terms of Use and Service Level Agreement

Last updated on May 8, 2023

1. THIS TERMS OF USE AND SERVICE LEVEL AGREEMENT ("TSLA") is between Nozomi Networks, Inc. ("Nozomi Networks" or "We") and the entity (hereinafter "Customer") identified in the applicable quote or purchase order by which the Nozomi Networks Vantage SaaS solution is ordered. This TSLA and any quote or purchase order are made a part of and is supplemental to the Nozomi Networks End User License Agreement ("EULA") collectively referred to hereinafter as the "Agreement." In addition to this TSLA, Customer shall comply with the Amazon Web Services ("AWS") Acceptable Use Policy found at <https://aws.amazon.com/aup/>. Capitalized terms used in this Agreement not otherwise defined herein have the meanings given to them in the EULA, quote or purchase order, as applicable. For the purposes of this TSLA, for the purposes of this TSLA "Services" shall mean the Nozomi Networks Vantage SaaS solution or "CMC in the Cloud." We reserve the right to change the terms of this SLA in accordance with the EULA.

2. ORDER OF PRECEDENCE: In the event of any conflict or inconsistency among the following documents as it pertains to the Services provided to Customer in accordance with this TSLA, the order of precedence shall be: (1) This TSLA; (2) the EULA; (3) the applicable quote or Purchase Order; and (4) any terms and conditions related to any third-party services including AWS and Innocraft Limited (Matomo Analytics). For the avoidance of doubt, the parties agree that this Agreement shall supersede and replace any prior agreement(s) between Customer and Nozomi Networks that may have previously applied to Customer's use of the Services.

3. TERMS OF USE

(a) License; Ownership Rights.

All intellectual property rights evidenced by or embodied in the Service, are owned exclusively by Nozomi Networks and/or its third-party providers. The rights granted to Customer are limited to those expressly stated in the EULA. No additional rights or licenses are being granted by implication or otherwise and all such rights and licenses are expressly reserved. Any ideas, suggestions, modifications and the like made by Customer with respect to the Service are the property of Nozomi Networks regardless of whether Nozomi Networks agrees to exercise its rights to incorporate such ideas, suggestions or modifications into the Services.

Privacy

[Confidentiality of Information Sharing of Information Data Under the TLP Protocol](#)

[Nozomi Networks Data Requests](#)

[Nozomi Networks Cookie Policy](#)

[Nozomi Networks Privacy Policy and Legal Notices](#)

Terms & Conditions

[Nozomi Networks Vantage Terms of Use and Service Level Agreement](#)

[Nozomi Networks RMA Procedures and Policies](#)

[Optimization Agreement](#)

[Health Check Agreement](#)

[Training Agreement](#)

[Nozomi Networks, Inc. Fast Track Service Agreement](#)

[Workorder Agreement](#)

[Nozomi Networks Professional Services & Terms Conditions](#)

[Hardware as a Service \(HaaS\) Program Guidelines](#)

[End User License Agreement \(EULA\)](#)

[Nozomi Networks End of Life Policy](#)

[Nozomi Networks DPA Addendum](#)

[Nozomi Networks Customer Support Terms and Conditions](#)

[Nozomi Networks Vantage](#)

Hey there Welcome back! Have any questions about Nozomi Networks? I can help!

(b) Access Requirements and Restrictions

Other than as may be provided by Nozomi Networks in its discretion, Customer will be solely responsible, at Customer's expense, for acquiring, installing, and maintaining all connectivity equipment, hardware, software, and other equipment as may be necessary to connect to, access and use the Services. In addition, Customer is responsible for providing the necessary configuration changes of deployed Guardian and guarantees direct access to the Internet. (pointer to "set-up procedure" if it exists). Vantage requires a low-latency network connection from the on-prem equipment to the Vantage service instance, as published in the DNS IP record.

Customer will comply with Nozomi Networks' then-current minimum hardware, equipment, and infrastructure requirements for access to and use of the Services that may be supplied to Customer by Nozomi Networks upon activation of the Service. Customer agrees that it will not access the Services through unauthorized means. As a prerequisite for provision of the Services, Customer hereby agrees to ensure that all traffic to its site will be rerouted to the applicable DNS as set forth in the applicable Nozomi Networks set up procedure and shall fully comply with all ICANN rules and regulations and any applicable internet registrar procedures. In the event of expiration or termination of any Services that require DNS routing, Customer will be solely responsible for rerouting its DNS traffic back to its IP address and Vendor, Nozomi Networks, its partners and suppliers shall have no liability for Customer's failure to do so.

(c) Protection of Information

Upon registration and/or use of the Services, Customer shall be required to provide certain information (including username, password and billing information). Customer agrees to provide true, accurate, complete and current information. Customer is solely responsible for maintaining the confidentiality of any passwords and account information required to access Services, for all acts that occur in connection with Customer's account and to immediately notify Nozomi Networks of any unauthorized use of Customer's account. Customer is solely responsible for any information it provides in connection with the Services and its use thereof. Customer consents to Nozomi Networks' use of such information in accordance with Nozomi Networks' privacy policy and warrants that it has all rights and permissions necessary to transfer such information to Nozomi Networks for Nozomi Networks' use in its worldwide operations.

Nozomi protects all data provided by the Customer as part of the service scope according to the requirements documented in the EULA and the referenced Nozomi Networks DPA and DPA Addendum.

(d) Services

Customer acknowledges that the Services offer a platform to monitor Customer's OT/IoT assets and analyse data collected by the Nozomi Networks Guardian Software and is not offered for other purposes, such as remote storage or data backup. Customer agrees that for the purpose of enabling the provision of the Services, Nozomi Networks may cache on third-party providers' server content and/or meta data contained in Customer's site and/or sent to Customer's site (s) ("Customer's Content"), including without limitation rerouting Customer's Content and all traffic directed to Customer's site to another Nozomi Networks designated DNS. Customer hereby grants Nozomi Networks and its partners a non-exclusive, worldwide, fully paid-up, royalty-free license to use, transfer, display, optimize and compress Customer's Content solely for the purpose of providing

Nozomi Networks
Vulnerability Disclosure
Policy

Nozomi Networks Code of
Ethics and Business
Conduct

Nozomi Networks Anti-
Bribery & Anti-Corruption
Policy

Global Trade Compliance

Sustainability Policy

Equity, Diversity, and
Inclusion Policy

Certifications

Nozomi Networks
Certifications ISO
27001:2013

Nozomi Networks
Certifications ISO 9001:2015

Nozomi Networks
Certifications

and improving the Services. Such license will apply to any form, media, or technology now known or hereafter developed. Customer hereby warrants and represents that: (i) it is the sole owner of and/or holds all necessary rights in and to Customer's Content; (ii) there are no restrictions which prevent or restrict Customer from granting Nozomi Networks the license above. In the event of a data loss the Customer is able to contact Nozomi Networks Support to restore the latest known good dataset. Nozomi Networks is not a back-up service. If Customer's right to use the Services is terminated or is not renewed, Nozomi Networks may, without notice, deny access to any of Customer's Content or delete or deny access to any data that may remain in its possession or control. In the event service is renewed within (30) days of termination Nozomi Networks can restore back to the latest stored dataset. Nozomi Networks acknowledges that content of Customer's site and information its users send to the site is Customer's confidential information and it will not disclose such information to third parties.

(e) Third-Party Services.

1. Nozomi Networks Vantage offers an optional analytics service provided by Innocraft Limited known as "Matomo." Matomo is deployed within Vantage to collect anonymized analytics data, which will allow Nozomi Networks to adapt the Vantage environment to the specific needs of End Users. Matomo will capture and store data relating to user interactions with Nozomi Networks digital platforms. This data will include, but is not limited to, pages visited, session duration, and user engagement metrics. Importantly, all personal identifiers will be removed or masked to ensure anonymity before storage and processing.

Customer's may opt-out of the use of advanced analytics through disabling "Remote Diagnostics" in your Vantage settings page. Compliance and Privacy:

The use of Matomo and its data processing practices will comply with relevant data protection and privacy laws. Matomo's configuration will be continually reviewed to ensure it aligns with legal standards and best practices regarding data protection. More information on privacy and Matomo can be found at:

<https://matomo.org/100-data-ownership/>.

2. Data Ownership and Control:

Matomo allows for data to be stored on Nozomi Networks' servers, complete control over the collected data will be maintained in Nozomi Networks' secure servers at all times. This ensures that the integrity and confidentiality of the data are preserved, in compliance with legal and regulatory requirements.

(f) Service Level Availability

The applicable Service Level Availability for the Service shall be set forth in Appendix A attached hereto. Nozomi will make the Vantage service available 24 hours a day, 7 days a week, except for: (i) occasional planned downtime at non-peak hours (for which we will provide advance notice); (ii) any unavailability caused by circumstances beyond our reasonable control, including failure or delay of your Internet connection, misconfiguration by you or any third party, issues on your network, or telecommunications services contracted by or for you; or (iii) unavailability as a result of the actions of AWS, including: (a) any maintenance or planned downtime of the AWS services, (b) any fault or failure of the AWS services, or (c) AWS either terminating the AWS Customer Agreement or suspending our or your use of AWS services. Your use of the Vantage Service is subject to our complete Vantage Service Level Agreements (SLAs), which are provided in Appendix A.

The Service Levels offered by Nozomi Networks in connection with the Services shall be Customer's sole and exclusive remedy with respect to any outages, downtime, bugs, errors, malfunctions, or other issues that interfere with Customer's access to and use of the Services.

(g) Eligibility

Without limiting the foregoing, the Services are not available where they are illegal to use, and Nozomi Networks reserves the right to refuse and/or cancel services to anyone at its own discretion if it believes that they are being used in violation of an applicable law or if instructed to do so by any legal authority.

(h) Acceptable Use

Customer agrees to comply with all applicable rules regarding online conduct and the collection and transmission of data, including all laws, rules, codes and regulations of the countries in which Customer operates and from which it gathers data.

Customer agrees that it will not:

- Transmit data unless it has obtained all authorizations required by law or by the owners of the data, including any consent required from data subjects for collection, use and transmission to other countries;
- Transmit, or otherwise make available any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
- Transmit, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- Interfere with or disrupt the Service or servers or networks connected to the Service;
- Transmit, or otherwise make available any content that violates any applicable laws or regulations, including export laws and regulations, transmit any spam or otherwise duplicative or unsolicited messages in violation of any applicable laws, transmit or post content that is harmful, threatening, abusive, defamatory, or libellous or transmit or post any material that encourages conduct that could constitute a criminal offence or promotes harm or injury against any group or individual.

Customer agrees to be solely responsible for compliance with these terms by its users, employees, contractors and agents.

Customer agrees that if, at Nozomi Networks' and its partners' sole determination, Customer is using the Services in violation of this Section, or in violation of applicable laws, or creates an excessive burden or potential adverse impact on Nozomi Networks', its partners' or its suppliers' systems, business or customers, Nozomi Networks, its partners or suppliers may flag or block content, block access to Customer's sites from particular jurisdictions or suspend or terminate Customer's access to the Services without notice to Customer and Nozomi Networks will have no liability to Customer regarding the deletion, blocking or removal of content or the suspension or termination of Services.



Disclaimers

NOZOMI NETWORKS AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY EXPRESSED OR IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NOZOMI NETWORKS MAKES NO WARRANTY THAT:

1. THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS;
2. THE APPLICABLE INSTANCE TO WHICH CUSTOMER'S DATA IS ROUTED WILL BE AVAILABLE AT ALL TIMES, UNINTERRUPTED OR FREE FROM DOWNTIME OR IN OPERABILITY; OR
3. THE SERVICES WILL WITHSTAND ATTEMPTS TO EVADE SECURITY MECHANISMS OR THAT THERE WILL BE NO BREACH OF THE SERVICES' SECURITY MEASURES.

(j) Term; Termination.

The Services Agreement will be available to Customer for the term identified in an Order.

In addition, either party may terminate this Agreement for cause upon written notice and after providing thirty (30) days for the breaching party to cure. If you terminate for cause, as your remedy we will refund any pre-paid, unused fees for the Vantage Service.

Upon termination or expiration of this Agreement: (a) your right to access to the Vantage Services will immediately terminate; and (b) we will retain data for thirty (30) days, during which time the Customer may request a copy of its data in unaltered format. The following sections will survive the expiration or early termination of this Agreement for any reason: Confidentiality, Conditions of Use, Customer Data, Payments, Warranty Disclaimer, Indemnification Obligations, Limitation of Liability, and Miscellaneous.

(k) Notices; Changes to Terms of Use.

Nozomi Networks may provide Customer with notices, including those regarding changes to Nozomi Networks' Terms of Use, by email or by posting a notice on Customer's account page.

APPENDIX A: SERVICE LEVEL AVAILABILITY PERCENTAGES

Availability is expressed as a percentage of uptime in a given 12-month period. Nozomi Networks provides the Vantage Service in connection with AWS services. Uptime and availability for the Vantage Service is subject to and controlled by the AWS Service Level Agreement which is available here:

<https://aws.amazon.com/s3/sla/>

In addition, the AWS SLA, Nozomi Networks also provides its customers with a separate Service Level Agreement specifically applicable to the Vantage Services. The following table shows the downtime that will be allowed for a particular percentage of availability, presuming that the system is required to operate continuously on a 24x7x365 basis. The table shows the translation from a given

availability percentage to the corresponding amount of time a system would be unavailable per year or month.

$$\text{Availability\%} = 100\% \times (\text{Total Minutes in the Month} - \text{Total Minutes Unavailable in the Month}) / \text{Total minutes in the Month}$$

If an application will not require a 24x7x365 availability these examples do not apply. In such cases, Nozomi Networks will negotiate with the application owner for allowable downtime.

This Service Level Agreement ("SLA") is provided under and forms an exhibit to Customer's Service Agreement.

Service Level Commitment: The Services will, subject to the exceptions listed below, be available at least 99.89% of the time during any full calendar month in Customer's production environment ("Availability Commitment"). The Availability Commitments do not apply to sandbox, beta and other test environments. The Availability Commitment of the Services for a given month will be calculated as follows (rounded to the nearest one tenth of one percent): $\text{Availability \%} = 100\% \times (\text{Total Minutes in the Month} - \text{Total Minutes Unavailable in the Month}) / \text{Total Minutes in the Month}$. The Services will be deemed to be unavailable only if the Customer is unable to login to the Service and access core functionality ("Unavailable"), The Services will not be deemed Unavailable for any downtime or outages relating to: (i) a Customer Outage Event, (ii) equipment, applications, interfaces, integrations, or systems not owned by Nozomi Networks, or service not offered by Nozomi Networks or (iii) a Force Majeure Event. "Customer Outage Event" means a period of time in which the Services are not available due to acts, omissions or requests of Customer, including without limitation (a) configuration changes in, or failures of, the Customer end of the network connection, (b) work performed by Nozomi Networks at Customer's request, (c) Customer's unavailability or untimely response to incidents that require its participation for source identification and/or resolution or (d) Customer's failure to provide Nozomi Networks with any requested physical or remote access to any Customer facilities, equipment or personnel.

Emergency Maintenance: Nozomi Networks may perform emergency maintenance for which Nozomi Networks will use commercially reasonable efforts to notify Customer at least twenty-four(24) hours in advance. For the avoidance of doubt, if the Services are Unavailable due to emergency maintenance, such Unavailability will be included in the Availability calculation.

Support: Nozomi shall provide 24x7 telephone and email support in accordance with the Premium Customer Support Severity Levels and Support Response Objectives as set forth on Nozomi Networks' Support Data [Sheet](#).


Credits: For each full calendar month in which Nozomi Networks fails to meet the Availability Commitment of at least 99.89% (a "Service Level Failure"), Customer shall receive a service level credit equal to an amount determined in accordance with this following schedule ("Service Level Credit"). The Service Level Credit shall be calculated as the applicable percentage outlined below multiplied by the annual subscription fee paid by Customer for the then current annual period divided by twelve (12):

Availability	Service Credit
Less than 99.89% but equal to or greater than 99.0%	5%
Less than 99.0% but equal to or greater than 95.0%	10%
Less than 95.0%	20%

If required under this SLA, Service Level Credits will be issued to the Customer in the form of monetary payment. The Service Level Credits stated herein are Customer’s sole and exclusive remedy (and Nozomi Networks’ sole liability) for any claims in connection with this Service Level Agreement.

Reporting and Confirmation:

Customer may contact Nozomi Networks to report Services outages by emailingsupport@NozomiNetworks.com. Customer must log an incident within three (3)business days following any time in which the Services are Unavailable, along with the following information, in order for the applicable minutes to be applied towards the Availability % calculation: (i) The manner in which theServices are not available; and (ii) The date and time in which the Services first became not available. Failure to provide such notice will forfeit the right to receive Service Level Credits. Provided such notice is timely given, Unavailable minutes will be calculated from the starting time of the incident until the time the incident is resolved by Nozomi Networks. Upon receipt of Customer’s notification, Nozomi Networks will verify Customer’s report through any available system logs and records.



Subscribe

LinkedIn

Demo

Platform Overview

Vantage

Central Management Console

Guardian

Guardian Air

Arc

Asset Intelligence

Threat Intelligence

Smart Polling

PSIRT

Overview

Design

Deployment

Fast Track

Optimization

Project Management

Threat Detection & Response

Continuous Network Monitoring

Asset Inventory Management

Risk & Vulnerability Management

IoT Security

Data Center Cybersecurity

NERC CIP

NIS2 Directive

TSA Security Directives

Airports

Electric Utilities

Healthcare

Federal Government

Manufacturing

Maritime

Mining

Oil & Gas

Pharmaceutical

Rail

Retail

Smart Cities

Water & Wastewater

Partners

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Careers

Labs

Legal

X



