

## LICENSE AGREEMENT

### ODIN

## §1 DEFINITIONS

This is an agreement between Licensor and Licensee, who is being licensed to use ODIN products developed by Enguild Log Solutions AB, 559390-6604 (Licensor), whose principal place of business is at Ögonmåttsgatan 1, SE-421 72 Västra Frölunda, Sweden. Phone +46 708 233933. The Licensee is specified in the purchase agreement related to the purchase of the ODIN product hereafter called “ODIN”. The purchase agreement specifies which ODIN products that this license is applicable for. Note that this license is NOT valid without a signed purchase receipt from the Licensor, Enguild Log Solutions AB.

## §2 LICENSES

ODIN products consists of several different licenses comprised of third party software and proprietary Software according to the following:

GPL v.2 applies to:

- The Operating System and all software contained in ODIN that is part of the CentOS/Rocky Linux installation media (not be confused with ODIN installation media).
- Wazuh HIDS-system

Apache License version 2 applies to:

- Elasticsearch
- Logstash
- Kibana

Enguild Software License for ODIN (LIC-ODIN-001) applies to the following RPM, Solaris installation packages and Debian packages:

- All packages beginning with “odin”
- All packages beginning with “ehco”
- pkcs11-multiplexer
- pkcs11-multiplexer-libs
- pkcs11-tls

Enguild Software License for ODIN (LIC-ODIN-001) applies to the MSI-files:

- odin\_tunnel
- odin\_heartbeat
- odin\_logcollector
- odin\_integrity
- odin\_logbackup\_client
- odin\_logbackup\_server

Customizations made to the Operating System and/or its installation tools/files may be subject to license conditions in GPL v.2. In case GPL v.2 does not apply to such changes, then the changes are subject to Enguild Software License for ODIN.

Since Enguild Software License for ODIN states that the use of these software components is limited to the System and number of instances of the System stated in the purchase agreement, use of ODIN as a whole is also limited to this, unless the components licensed under Enguild Software License for ODIN (LIC-ODIN-001) are removed from the distribution. In such case the distribution as a whole is licensed according to GPL v.2. Note however that GPL v.2. software included in the distribution is never subject to Enguild Software License for ODIN since this would be a violation of GPL v.2.

## §3 SYSTEM

The purchase agreement will use the terms “system” and “instance” which is defined in this section. A “System” is an entity developed to fulfill a certain purpose, hereafter called “System”. An “Instance” of a system is an identical copy of a System, hereafter called “instance”. An instance may differ from a System with regard to for example IP-addresses and other non-static configurations. The permitted differences are however limited, please see the definitions below for further guidelines. In case of doubt, please contact Enguild Log Solutions AB. Note that some ODIN licenses are licensed as “flat-rate” licenses in which case the customer may specify a group of systems or the entire company instead of specific systems. If this license model is chosen (stated on the purchase agreement), only the number of Instances is relevant and the “System” distinction does not apply.

The difference between an Instance and a System is defined by the following criteria. Note that it is NOT allowed to use the purchased instances in another system than the one purchased for. To be considered an Instance and not another System, ALL of the following must be fulfilled:

- The official name of the System (as advertised to a customer) is the same. It is of course allowed to change the system name without voiding this license but then a requirement is that this name change will apply to all instances and not only the new one.
- The main purpose of the System is the same as the new Instance. As an example; if system X’s main purpose is as a C2-system in a submarine and the system developer now want to use it as System X in a C2-system in an air defence system, this is NOT considered to be the same system even if the systems should share the same name from the developer. (see next criterias for further explanation)
- The software in the System is mainly the same (minor configuration changes may be permitted but not a completely new set of software)
- The generated logs are mainly the same
- The ODIN configuration is the same (IP-addresses and minor configuration parameters may differ)

A System may consist of several subsystems. If these subsystems are connected to the same ODIN, they are considered to be one complete System. However, if one subsystem is delivered to a third party separately, this is considered to be a new System (in that delivery) since all criteria above will not be fulfilled. For example, the software is not the same (only partial), the main purpose is different and the generated logs will not mainly be the same.

Another example is if a system is built from several autonomous systems which all will be logging to the same ODIN instance but some of these systems may go “offline” from time to time and thus will not be able to log to ODIN. In this case all of these systems are considered to be subsystems of the same “System”. If however any of these subsystems will be able to work completely autonomous from their “mother system” ODIN and thus have an own instance of ODIN, they are considered to be a new System.

If these guidelines do not apply to your System or if any questions arise regarding classification of System versus Instance, please contact Enguild Log Solutions AB.

The System definition is applicable to the standard ODIN License model. The flat-rate ODIN license model does not differ between systems but instead specifies a customer that can use the license for any system or purpose.

## §4 THIRD-PARTY SOFTWARE

ODIN products includes third party software that as of the time of purchase of ODIN is provided under free software distribution licenses as stated in §2. In the event that any license for the provided third-party software is changed and the licensee has purchased a support license regarding updates of ODIN, all costs for upgrade licenses of the softwares included in ODIN for which the licensor does not own the intellectual property rights are charged to the licensee. The licensee may in this event choose to not upgrade such software and only upgrade such software in ODIN that is included in the Enguild Software License (stated in §2) and other free licenses.

## **§5 PARTIAL UPGRADE**

If the licensee choose to upgrade only part of the software included in ODIN as part of a purchased upgrade license, the licensor may refuse the upgrade and terminate the purchase agreement OR charge the licensor for all extra costs that the partial upgrade will incur to the licensor.

If the partial upgrade arises from a license change in included software according to §4, the licensor shall distribute upgrades of all other software not dependent on the third-party software for which the license has changed without charging the licensee for any extra cost. Note however that this does NOT apply to software that is directly or indirectly dependent on upgrade of the third-party software for which the license has changed.

## **§6 TERMINATION OF PURCHASE AGREEMENT**

In case of termination of the purchase agreement, either by the time limit of a purchase agreement or by termination of either part under the terms of this license, the following applies:

- The licensor may continue to use the distributed releases of ODIN provided that the terms of this license and included software licenses are not violated in any way.
- The licensor is NOT entitled to any further distributions of the product ODIN. This includes upgrades and security patches that are distributed within a valid purchase agreement of ODIN.
- NO refund will be made of paid fees unless the licensor is found to be in violation of the terms of this license. Specifically, the licensee will have no rights at all to claim a refund regarding termination of the purchase agreement due to the terms of §4 and §5.
- The licensee may not be held liable to any claims at all (economic or others) after a termination of the purchase agreement.

If not stated explicitly otherwise in any section of this license, termination of the purchase agreement by either party shall be effective 30 days from the written notice of termination.