Zitadel Self-Hosted Enterprise Master Service Agreement

Effective Date: September 17, 2026

General

Introduction

This Master Service Agreement (the "Agreement") is made and entered into by you (“Customer”) and between different Zitadel corporate entities and different governing laws depending where the Customer is registered as follows:

If the Customer is any entity registered anywhere outside of the USA	CAOS Ltd., a Swiss corporation, with its principal place of business at Lerchenfeldstrasse 3, 9014 St.Gallen, Switzerland	Swiss Federal and the Kanton of St. Gallen laws, and the jurisdiction of the state or Federal courts located in, or for, the City of St. Gallen in the Kanton of St. Galen, shall be the place of any legal action or proceeding arising related to this Agreement.
If the Customer is an entity registered anywhere inside the USA	Zitadel, Inc., a Delaware corporation, with its principal place of business at Four Embarcadero Center, Suite 1400, San Francisco, CA 94111-4164, USA	United States Federal and the State of California laws, and the jurisdiction of the state or Federal courts located in, or for, the City of San Francisco in the State of California, shall be the place of any legal action or proceeding arising related to this Agreement.

In each case Zitadel (“We”) shall mean the appropriate corporate entity to the Agreement.

The customer relationship created by the Customer accepting a Quote or issuing a Purchase Order ("PO") for the specified Services (“Booking of Services”). Jointly you and Zitadel will be referred to as the Parties.

When you enter the Agreement with us, you accept our Data Processing Agreement and the Ancillary Policies:

- Acceptable Use Policy
- Privacy Policy
- Brand and Trademark Policy
- Refund Policy

Written notice in the context of this Agreement includes communication via E-Mail.

Transfer

You may only transfer the Agreement or Services used in the context of the Agreement to third parties with our prior written consent.

Notwithstanding the foregoing, you may transfer the Framework Agreement, related agreements and / or the Services in connection with a merger, acquisition, sale of all or substantially all of your assets or similar change of control transaction.

Enterprise License

Under the Enterprise Agreement, the open-source license is replaced by a commercial license (Appendix B).

Term

Coverage under this Agreement will start with Booking of Services, for a minimum period of 12 months (“Term”). The Term will automatically renew for an additional 12 months (“Auto Renewal”), unless either you or Zitadel provides written notice of termination of any such term.

Upon each Auto Renewal Zitadel may apply a price adjustment of up to fifteen percent (15%), provided such adjustment is reasonably justified. Including, without limitation, increased costs, product enhancements, or market conditions. Zitadel shall notify the customer in advance of any such adjustment, and the parties may in good faith discuss pricing and terms prior to renewal.

In the event that you access Zitadel services in any way after the Agreement has expired or been terminated, you will continue to be bound by this Agreement, which will continue to apply to the services after such expiration or termination.

Our Services

Type and scope of the services

The provision of the Services is subject to the conditions specified on our websites and must adhere to the defined properties agreed upon at the time of Booking.

Modifications of services offered

We are entitled to offer new Services, to withdraw existing Services (Termination) or to modify the specifications and prices of existing Services (Modification) at any time. If the modification or termination affects a service that you are using at that time, we will inform you via email that said

Service will be automatically modified and/or is no longer available after a period of 30 days. Any price change becomes effective until, at the earliest, the next renewal term.

If such modification would have a disadvantageous impact on the Customer use of Service, Zitadel and Customer must discuss the change with the Customer first and, to the best of its ability, find a solution that is acceptable to both Parties. If such a solution cannot be found, Zitadel may implement the modification and Customer may submit a written notice of termination of the relevant Service before the modification becomes effective without being obliged to pay contractual penalties or termination fees.

Modification of services booked by you

You may change or terminate Services or Subscriptions booked by you at any time. You may, where applicable, add more Services (e.g. add-ons) to your existing Services at any time. Modifications will take effect in the next billing period, or as agreed otherwise between the Parties. Changing services booked by you requires a new quote or PO, stating the new conditions of the services after Modification, to be accepted by the Parties.

Due care

For Self-Hosted agreements, the Customer is solely responsible for the security, availability, and management of the infrastructure where the software is deployed.

Service review

If not otherwise agreed, Zitadel offers a yearly review meeting with you to discuss the service quality and any feedback you might have. We are not required to participate in the meeting after the term has expired.

Support

We offer Support Services directly related to the use of our Services. The Description of Support Services is available as Annex to this document.

Customers without a subscription can contact us via the official communication channels. The parties may enter a service level agreement, as specified in our Support Service Description, for booked Support Services. Only named persons in the Purchase Order, or as agreed in writing (email is sufficient) may use the Support Services to interact with Zitadel.

Service level

Customers with a Subscription may be eligible for a SLA as outlined in our Service Level Description.

Service credit

Failure to provide the agreed service level objectives during the term of the Agreement results in compensation via service credits, as outlined in the Annex per service level objective.

Customers must request service credit and must notify Zitadel in writing (email sufficient) within 30 days of becoming eligible for service credit and must prove failure of Zitadel to meet the stated objective. Zitadel will confirm or reject the claim with reasons for a refusal within 10 days. Service credit will in no case be paid as a cash equivalent. No further guarantees are provided.

If Zitadel fails to meet the agreed service level objectives in any three consecutive calendar months, the Parties shall engage in good faith discussions to determine a solution for the consistent failure. If a mutually acceptable solution cannot be agreed upon within thirty (30) days of the Customer's written notice of such failure, Customer shall have the right to terminate the relevant Order Form and the Framework Agreement immediately on written notice to Zitadel, without payment of any penalty or termination fee, and with a full pro-rata refund of any prepaid fees for the unexpired portion of the term.

Limited influence

Be advised that the scope of our influence is limited. For example, the actual accessibility of a service is also dependent on the connection to and between various Internet Service Providers ("ISPs"). Portions of our services, i.e. software components, may also be beyond our influence and be subject to their own contractual conditions. You accept that in such cases we reject any responsibility. Zitadel will use commercially reasonable efforts to diagnose and coordinate with the Customer and relevant third parties to achieve a resolution, without assuming liability for the external failure itself.

Inclusion of sub-procesors

We may include sub-processors, service providers, and contractors in the provision of our services according to our Data Processing Agreement.

The complete list of sub-processors is available in our Trust Center. Customers are required to subscribe to our Trust Center to receive notifications regarding any changes to the sub-processor list.

Your obligations

Contact information

At our request you will provide your truthful contact information and keep it updated at all times. You must also ensure that you actually receive messages, in particular emails, intended for you.

Use

You will ensure that the use of our Websites and Services by you complies with all applicable legislation, this Agreement, any Annexes and policies, specifically the Acceptable Use Policy, at all times.

Security

You will take appropriate measures to prevent any misuse of the services you booked. These include, for example, securing the software used and the prompt installation of security updates as well as using suitably secure passwords.

Infrastructure Management

The Customer is fully responsible for all infrastructure, backup management, and timely security updates for their Self-Hosted instance.

Disaster recovery

Zitadel's liability for data loss caused by negligence or by breach of Zitadel's obligations under this Agreement shall be subject to the liability provisions set out in this Agreement. Zitadel shall have no liability for data loss arising from Customer's own configuration, operation, or management.

Reporting obligations

You will immediately report any knowledge of a misuse of your booked services.

Maintenance of units

You will ensure that units eligible for Support Service are maintained and upgraded frequently. If you operate units with a release date older than 180 days since our latest stable release, the term is continued but Zitadel is not required to handle any support request for that unit until the units are upgraded and re-certified.

Support Process

You will ensure to follow the support process, especially provide all required initial information to the issue, as outlined in the Annex to this document.

Training of support staff

You will ensure regular training of your support staff. Your support staff must be able to provide the required information for support issues to us, and thus requires access and up-to-date knowledge of the services.

Initial know-how transfer for the services will be organized in training sessions conducted by us. We can provide knowledge sessions throughout the term to train newly onboarded staff, update your support staff about important updates, or refresh knowledge in specified areas. In case we notice insufficient quality of support requests from Customers, we will propose appropriate training sessions.

Cooperation

If the maintenance of service quality requires your cooperation, for example to remedy errors in the services you use, you will provide said cooperation promptly and free of charge.

Zitadel reserves the right to evaluate the effective usage of the software to ensure compliance. You agree to cooperate in such evaluations and will provide any requested data within fifteen (15) days of receiving our written notice.

Third party obligations

You will ensure that your vicarious agents, customers and third parties fulfill these obligations as well.

Financial

Fees

Customer shall pay Zitadel the fees set forth in the applicable Order Form ("Fees") in accordance with this Agreement and the Order Form. If not otherwise specified on an Order Form, Fees will be due within thirty (30) days of the date of invoice. Except as otherwise specifically provided in this Agreement, all Fees paid and payable to Zitadel hereunder are non-cancelable and non-refundable.

If Customer fails to pay any amounts due under this Agreement by the due date, in addition to any other rights or remedies it may have under this Agreement or by matter of law, (i) Zitadel reserves the right to suspend the Service upon thirty (30) days written notice, until such amounts are paid in full, and (ii) Zitadel will have the right to charge interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law until Customer pays all amounts due; provided that Zitadel will not exercise its right to charge interest if the applicable charges are under reasonable and good faith dispute and Customer is cooperating diligently to resolve the issue.

Payment procedure

If payment upon invoice is agreed, the payment deadline shall be 30 days after receipt of the invoice, or as stated in the purchase order.

Offsetting

Customer may set off against payments due to Zitadel under an applicable Purchase Order only for liquidated, undisputed amounts directly arising from Zitadel's failure to deliver the Services under that Purchase Order, provided Customer delivers at least thirty (30) days' advance notice with supporting documentation or determined to be due by a final, non-appealable order of a court of tribunal of competent jurisdiction. Customer shall not set off any unliquidated, disputed, or cross-contract claims, and Zitadel shall not suspend platform or service access during any good-faith dispute.

Customer Insolvency

Zitadel reserves the right to terminate this Agreement immediately upon written notice if Customer is in default of payment of open invoices for ninety (90) days, or if prompt payment seems unlikely (e.g., insolvency proceedings), unless such non-payment is disputed timely and in good faith.

Audit Costs

If the cost of assisting Customer with audit requests approaches 20% of the amounts paid or payable for the period of 12 months preceding the audit, Zitadel shall notify Customer and the audit assistance shall be paused. The Parties shall then engage in good faith discussions to agree on a solution (such as narrowing the scope of the request or establishing a cost-sharing arrangement). If no agreement can be reached within thirty (30) days of such notice, Zitadel reserves the right to terminate this Agreement immediately upon written notice.

Lapsed Service Fee

In case the term of the Support Service contract has expired within 1 to 180 days, and if not otherwise agreed, you will be required to pay a Lapsed Service fee of $2 500 in addition to purchasing and activating a one-year renewal contract term at the then-current fee and conditions. The renewal term's start date will also be backdated to begin coverage from the service's original expiration date.

Recertification Fee

Recertification of a unit, to be covered under Support Services, is required for:

- units for which Support Services have been expired for more than 180 days
- units that run a release that is older than 180 days from the products most recent stable release
- requests for support on products and services purchased or supported from non-authorized resellers

Recertification of a unit, if not otherwise agreed, requires payment of a $1 500 Recertification Fee which results in a checkup of the unit by Zitadel. The unit will be inspected to assess its condition and eligibility for service coverage.

Termination

Term Renewal

This Agreement shall automatically renew for additional 12-month periods (Auto Renewal) unless either Party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the current Term. Such non-renewal shall be effective as of the end of the then-current Term.

Termination for Convenience

Customer may terminate this Agreement or any applicable Order Form for convenience by providing at least thirty (30) days' prior written notice to Zitadel before the end of the current Term. If Customer terminates for convenience before the expiration of the Term, no refunds will be provided, and Customer shall promptly pay all unpaid fees due through the end of the current Term. Zitadel may terminate this Agreement or any applicable Order Form for convenience by providing at least ninety (90) days' prior written notice to Customer before the end of the current Term.

Termination for Cause

Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving written notice specifying the breach.

No Reimbursement

Any remaining credit shall automatically expire upon termination of the Framework Agreement.

Deletion of Data

For Self-Hosted instances, the Customer is solely responsible for managing their own infrastructure and data. Upon termination of this Agreement, the Customer is responsible for their own data retention, migration, and deletion policies. Zitadel does not have access to the Customer's infrastructure to perform data deletion or provide data export services unless explicitly agreed upon in a separate professional services engagement.

Information Security

Security

Zitadel shall: (i) maintain appropriate administrative, physical, and technical safeguards to protect the security and integrity of the Service and the Customer Data; (ii) protect the confidentiality of the Customer Data; and (iii) access and use the Customer Data solely to perform its obligations in accordance with the terms of this Agreement and Zitadel's Information Security and Compliance Program (ISCP), and as otherwise expressly permitted by the Customer. Such ISCP will conform with Zitadel's security protocols which are further described in Zitadel's most recently completed ISO 27001 and SOC 2 Type 2 audit reports or other similar independent third-party audit reports ("Audit Report"). Upon Customer's request, Zitadel shall provide Customer with a copy of Zitadel's then-current Audit Report. In no event during the Term shall Zitadel materially diminish the protections provided by the controls set forth in Zitadel's then-current Audit Report.

Confidentiality

Each party ("Recipient") may, during the course of its provision and use of the Service hereunder, receive, have access to, and acquire knowledge from discussions with the other party ('Discloser") which may not be accessible or known to the general public, such as technical and business information concerning hardware, software, designs, specifications, techniques, processes, procedures, research, development, projects, customers, products or services, business plans or opportunities, business strategies, finances, costs, vendors, penetration test results and other security information; defect and support information and metrics; and first and third party audit reports and attestations ("Confidential Information").

Confidential Information shall not include, and shall cease to include, as applicable, information or materials that (a) were generally known to the public on the Effective Date; (b) become generally known to the public after the Effective Date, other than as a result of the act or omission of the Recipient; (c) were rightfully known to the Recipient prior to its receipt thereof from the Discloser; (d) are or were disclosed by the Discloser generally without restriction on disclosure; (e) the Recipient lawfully received from a third party without that third party's breach of agreement or obligation of trust; or (f) are independently developed by the Recipient as shown by documents and other competent evidence in the Recipient's possession.

The Recipient shall not: (i) use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement, except with the Discloser's prior written permission, or (ii) disclose or make the Discloser's Confidential Information available to any party, except those of its employees, contractors, and agents that have signed an agreement containing disclosure and use provisions substantially similar to those set forth herein and have a "need to know" in order to carry out the purpose of this Agreement.

Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential

information of similar kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. If the Recipient is compelled by law to disclose Confidential Information of the Discloser, it shall provide the Discloser with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

Business Continuity

Service Discontinuation

A Service Discontinuation occurs if Zitadel (a) files for bankruptcy, (b) ceases all operations related to the Service, or (c) materially defaults on its Service or Support obligations and fails to cure the default within sixty 60 days of notice.

Business Continuity Upon Discontinuation

Upon a Service Discontinuation, Zitadel shall:

- Provide the Customer with a final, complete export of all Customer Data in a standard, portable format within 30 days of the Service Discontinuation notice;
- Supply all necessary non-public operational documentation, deployment guides, and configuration information required for the Customer to self-host the Service using the open-source software.

The Customer acknowledges their right to use and self-host the open-source software license, and that Zitadel provides no warranty or guarantee for the open-source software.

Liability

Enterprise Essential / Scale	Zitadel's total aggregate liability to Customer for all claims arising from Zitadel's demonstrably willful or grossly negligent conduct arising under or in connection with this Agreement shall not exceed an amount equal to the total fees paid or payable by Customer to Zitadel under the Order Form in the 12 months immediately preceding the event giving rise to the claim.
Enterprise Strategic	Zitadel's total aggregate liability to Customer for all claims arising from Zitadel's demonstrably willful or grossly negligent conduct arising under or in connection with this Agreement shall not exceed an amount equal to 150% (1.5x) the total fees paid or payable by Customer to Zitadel under the Order Form in the 12 months immediately preceding the event giving rise to the claim ("General Cap"). In respect of claims arising from Zitadel's gross negligence in breaching its data protection obligations, breach of confidentiality, or from a security incident caused by defects in Zitadel's own software or infrastructure (a "Security Claim"), Zitadel's aggregate liability shall be the greater of: (a) three times (3x) the total fees paid or payable in the 12 months preceding the event

	giving rise to the Security Claim; or (b) $1,000,000 (one million USD) ("Enhanced Cap"). For the avoidance of doubt, this Enhanced Cap is separate from and not cumulative with the General Cap, where the Enhanced Cap applies as the ceiling for Security Claims.

Nothing in this Agreement shall limit or exclude either party's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) wilful misconduct; or (d) any liability that cannot be limited or excluded by applicable law.

Customer's total aggregate liability to Zitadel for all claims arising under or in connection with this Agreement shall not exceed an amount equal to two times (2x) the total fees paid or payable by Customer to Zitadel under the Order Form in the 12 months immediately preceding the event giving rise to the claim.

Neither Party shall be liable to the other for indirect or consequential loss, loss of profits, or loss of revenue

Indemnification

Zitadel shall indemnify, defend and hold Customer and the officers, directors, agents, and employees of Customer ("Customer Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Customer Indemnified Parties (including reasonable attorneys' fees) arising from, directly or indirectly, any claim, demand or allegation by a third party that arises out of an allegation that Zitadel's authorized use of the Software or Services infringes or misappropriates a third party's patent or copyrights.

Customer shall defend, indemnify, and hold harmless Zitadel and its affiliates, officers, directors, employees, and agents from and against third party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) the Customer's use of the Software or Service in a manner not expressly permitted by this Agreement, (ii) the Customer's modifications to the Software or Service, or (iii) the Customer's Proprietary Product or Service to the extent such claim arises from the incorporation of the Software or Service therein. Zitadel shall provide the Customer with prompt written notice of any such claim and shall cooperate fully with the Customer in the defense thereof.

Force majeure

Customer acknowledge that Zitadel may be partially or entirely unable to provide our services during and/or as a result of events beyond our influence. These include events such as natural disasters, war, terrorism, sabotage, unexpected attacks on our infrastructure, failure of electrical or data connections and unexpected official requirements. We are not liable for any damages in such cases.

Modifications and Amendments

Amendments to the Master Agreement

Except as expressly provided in the following sections, no modification, amendment, or waiver of any provision of this Agreement (including the Order Form and the General Terms) shall be effective unless in text-form and signed by authorized representatives of both Parties during the Term.

Specific amendments to this MSA may be defined via written purchase conditions and require formal acceptance in writing by both Parties. These variations apply solely to the period identified in the acceptance in writing by both Parties and do not carry over to any Auto Renewal periods unless explicitly reconfirmed in a subsequent acceptance in writing by both Parties.

Updates to Ancillary Policies

The Customer acknowledges that Zitadel may modify its supporting documentation, the Data Processing Agreement (DPA), and Ancillary Policies from time to time to reflect process improvements, changes in legal requirements, or updates to technical infrastructure.

Notification and Material Degradation

Zitadel may update Ancillary Policies unilaterally, provided that no such update shall result in a material degradation of the security, performance, or service levels provided to the Customer, nor materially diminish the Customer's rights or increase the Customer's obligations under this Agreement. Zitadel will provide the Customer with prior written notice (via email or in-app notification) of any material changes to Ancillary Policies.

Objection and Remedy

If the Customer reasonably believes that an update to an Ancillary Policy results in a material degradation of the Services or the Customer's legal position:

(a) Notice of Objection: The Customer must notify Zitadel in writing within thirty (30) days of receiving notice of the update, specifying the grounds for the objection.

(b) Cure Period: Upon receipt of such objection, Zitadel shall have thirty (30) days to either (i) cure the degradation, (ii) agree to waive the modification for the Customer for the remainder of the current Subscription Term, or (iii) explain why the change is not a material degradation.

(c) Termination Right: If Zitadel is unable to cure the degradation or declines to waive the modification, the Customer may, as its sole and exclusive remedy, terminate the affected Order Form(s) upon written notice and receive a pro-rata refund of any prepaid fees covering the remainder of the Subscription Term.

Final provision

Severability clause

Should any provision of this Agreement be or become invalid, this shall not affect the validity of the remaining Agreement. The invalid provision will be replaced by a valid one which approximates the invalid one as much as possible.

Appendix A: Support Service Description

This annex describes the support services offered under an enterprise agreement.

Support Hours

According to the agreement, **24x7** means 24 hours a day, 7 days a week, and it includes public holidays. **Business hours** means 8am - 8pm UTC, excluding public holidays in the United States and Switzerland.

Ticket

Ticket means a discrete technical or non-technical Support Request that was submitted by the customer and exists in the support portal. A ticket includes a record of all communication associated with the issue.

Community support

Community support for Zitadel is available on our website, our public chat, and GitHub.

Private Support Channel

Support is available in English.

Support Feature	Contact information
Ticket	Submit a Support Request via the customer portal.
Email Support	Submit a Support Request to support@zitadel.com
Chat Support	Private chat channel between Zitadel and Customer that is opened when Subscription becomes active.
Phone Support	As indicated on Service Booking form.

Other Communication Channels

- Zitadel Cloud system status, incidents and maintenance windows will be communicated via our status page.
- Questions regarding pricing, billing, and invoicing of our services should be addressed to billing@zitadel.com
- Security related questions and incidents can also be directly addressed to security@zitadel.com

Technical Account Management (TAM)

Zitadel will enhance its support offering by providing eligible clients with a Technical Account Manager (TAM), who will perform the following tasks for up to the agreed amount of time during the term of service:

- Provide support and advice regarding best practices on platform, product and settings covered by the applicable Support Services;
- Participate in review calls every other week at mutually agreed times addressing customer's operational challenges or complex support requests;
- Walk-through of new features and customer feedback.

We offer TAM services bundled with support plans. The eligible number of hours per month is indicated on the Quote or Purchase Order.

Support Request

Zitadel agrees to handle support incidents in the following scenarios:

1. Service, product or settings as provided by Zitadel contains errors or critical security-related issues
2. Service or product requires upgrades or changes through the customer
3. Service or product has incorrect or missing documentation

Support features include:

- Answer questions regarding usage of specific features or settings
- Provide high-level suggestions regarding appropriate usage, features or settings
- Assist in troubleshooting of issues to isolate potential root cause
- Document and advise alternative solutions for reported defects

Excluded are broader consulting & customer-specific engineering requests regarding use of our products and services. Moreover support requests from Customer's end users must be handled by the Customer directly.

Core Services

Core Services means the following ZITADEL Cloud Services and API's:

- **Authentication API** Endpoints including the session endpoints
- **OpenID Connect 1.0 / OAuth 2.0 API** Endpoints
- **SAML 2.0** Endpoints
- **Login Service** means the graphical user interface of ZITADEL Cloud for users to Login, Self-Register, and conduct a Password Reset.

- **Identity Brokering Service** means the component of ZITADEL Cloud that handles federated authentication of users with third-party identity provider, excluding any failure or settings misconfiguration by the third party

Severity Level

Zitadel will use reasonable efforts to resolve the Ticket as defined below, but does not guarantee a workaround, resolution or resolution time.

Severity Level	Description
Severity 1 Critical / Service down	Widespread failure or complete unavailability of Zitadel Core Services. Zitadel will use continuous effort to provide a workaround or permanent solution. When Core Services are available, the severity will be lowered to the new appropriate level.
Severity 2 Core functionality unavailable or severely degraded	Core Services of Zitadel software continue to operate in severely restricted fashion, yet long-term productivity may be impacted. When Core Services are no longer severely degraded (eg, through a viable workaround or release), the severity level will be lowered to Severity 3.
Severity 3 Standard support request	Partial and non-critical loss of Zitadel software functionality or major software defect, yet a workaround exists for viable long-term operation. Zitadel will continue to work on developing permanent resolution.
Severity 4 Non-urgent request	Defined as follows: • Request for information or general query • Feature request • Performance issues and little to none functional impact

	• Defects with workarounds and little to low functional impact

Zitadel will continue to work on developing permanent resolution and response to general requests. Zitadel does not provide a timeline or guarantee to include any feature requests.

Support Service Process

The customer may submit Ticket through any means of eligible communication channels, consisting of

- Single discrete problem, issue, or request
- Initial severity level and impact statement for assessment
- Description of the issue and if possible a description of the observed and expected behavior, steps to reproduce the issue, evidence that issue is not caused by connectivity / compute, relevant anonymized log-files etc.
- All information requested by Zitadel as we resolve the ticket (e.g. system logs)

Zitadel will review the case information and determine the Severity Level, working with the customer to assess the urgency of the request and use reasonable efforts to respond to support requests within the initial response time.

Service Level Agreement

Zitadel Enterprise customers are eligible for support plans according to Booking of Services. If not otherwise agreed the service levels are defined as follows.

Zitadel Enterprise	Default
Support Hours	24h, 7 days a week (24x7)
Initial Response Time Severity 1 Severity 2 Severity 3 Severity 4	 8 hours 2 business hours 12 business hours 48 business hours
Community Support	Yes
Private Support Channel	Email, Ticket

Enterprise Supported Features	Yes
Technical Account Management	1h / month

Initial Response Time

Zitadel service level objective (SLO) for Support Services is defined in terms of initial response time to a support request, as outlined in the table below per plan. Zitadel will use reasonable efforts to resolve support requests, but does not guarantee a work-around, resolution or resolution time.

We do only guarantee response times to Tickets reported via:

- Ticket portal (backup: support@zitadel.com)
- Phone

Compensation

If we fail to provide the agreed initial response time objective, you will be entitled to service credits. For every 15 minutes exceeding the state objective, 1 day will be added as extension to the current term.

Escalation

The customer may escalate support requests following the escalation process:

1. For non-urgent needs, the client may request management escalation within the ticket. A manager will review the request and provide a response within one business day.
2. For urgent needs, the client may escalate directly by calling +41 71 560 28 06 and emailing to hi@zitadel.com. A manager will review the request and provide a response within two business hours.

Appendix B: Commercial License

This Commercial License Agreement (the "License Agreement") is made and entered into by Customer and its affiliates (collectively "Licensee" or "Customer") and Zitadel (“Licensor”), which shall mean the appropriate corporate entity to the Agreement.

Whereas Zitadel is the owner and developer of certain proprietary software known as Zitadel (the "Software");

Whereas, Zitadel has chosen to license the Software under the GNU Affero General Public License v3 (AGPL3) for certain use cases;

Whereas, the Customer desires to obtain a commercial license to use the Software for its internal business operations and/or in connection with its proprietary products and services, and is unwilling to be bound by the terms of the AGPL3;

Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Definitions

- **Licensed Software**: Means the specific version(s) of the Zitadel software identified in Exhibit A attached hereto, including any updates, upgrades, bug fixes, and patches provided to the Licensee under this License Agreement.
- **Internal Business Operations:** Means the use of the Licensed Software solely for the Licensee's internal data processing and operations, and not for distribution to third parties as a standalone product or service.
- **Proprietary Product or Service:** Means a software application or service developed by or for the Licensee that incorporates the Licensed Software as a component, where such application or service is not intended to be distributed under an open-source license that requires the disclosure of the Licensee's proprietary code.
- **Users:** Means the employees, contractors, or agents of the Licensee authorized to use the Licensed Software as permitted under this License Agreement.
- **Order:** Means one or more bookings as defined in the framework agreement.

2. Grant of License

Subject to the terms and conditions of this License Agreement, Zitadel hereby grants to the Licensee a non-exclusive, non-transferable (except as permitted under Section 11), perpetual (unless terminated as provided herein), worldwide license to:

- **Use:** Install, execute, and use the Licensed Software solely for the Licensee's Internal Business Operations and/or as an integrated component within the Licensee's Proprietary Product or Service.

- **Copy:** Make a reasonable number of copies of the Licensed Software for archival, backup, and internal development and testing purposes, provided that all such copies retain all copyright and other proprietary notices contained in the original Licensed Software.
- **Modify:** Modify and create derivative works of the Licensed Software solely for the Licensee's Internal Business Operations and/or integration with its Proprietary Product or Service. The Licensee acknowledges that any such modifications and derivative works are subject to the restrictions and limitations set forth in this License Agreement.

3. Restrictions and Limitations

Except as expressly permitted in Section 2, the Licensee shall not:

a. Distribute, sublicense, rent, lease, lend, or otherwise transfer the Licensed Software or any portion thereof to any third party, whether for commercial gain or otherwise, except as an integral part of the Licensee's Proprietary Product or Service, and subject to the limitations in Section 3(b).
b. Disclose the source code of the Licensed Software, which is not already published and released under an open-source license by the Licensor, to any third party, except to its employees, contractors, and agents who have a need to know for the purposes permitted under this License Agreement and who are bound by confidentiality obligations no less restrictive than those contained herein.
c. Remove, alter, or obscure any copyright, trademark, or other proprietary notices contained in or on the Licensed Software.
d. Use the Licensed Software in a manner that would require the Licensee to disclose the source code of its Proprietary Product or Service under the terms of the AGPL3 or any other open-source license.

4. Fees and Payment

The Licensee shall pay Zitadel all applicable fees set forth in each Order (the “License Fees”) in consideration of Zitadel’s provision of the Licensed Software and Support Services to the Licensee. If an Enterprise Agreement is in place between the parties, fees and payment obligations are governed by the applicable Enterprise Agreement's terms.

If Customer fails to pay any amounts due under this License Agreement by the due date, in addition to any other rights or remedies it may have under this License Agreement or by matter of law, (i) Zitadel reserves the right to suspend the License upon thirty (30) days written notice, until such amounts are paid in full, and (ii) Zitadel will have the right to charge interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law until Customer pays all amounts due; provided that Zitadel will not exercise its right to charge interest if the applicable charges are under reasonable and good faith dispute and Customer is cooperating diligently to resolve the issue.

Zitadel reserves the right to evaluate the effective usage of the software to ensure compliance with the Order. You agree to cooperate in such evaluations and will provide any requested data within fifteen (15) days of receiving our written notice.

5. Term and Termination

This License Agreement shall commence on the Effective Date and shall continue until the date on which all Orders have expired or terminated, until terminated as provided herein.

a. Zitadel may terminate this License Agreement upon written notice to the Licensee if the Licensee materially breaches any provision of this License Agreement. For purposes of this Section, "material breach" shall mean a failure to perform an obligation that significantly impairs the functionality of the Software or the core purpose of this License Agreement, provided that such failure remains uncured for thirty (30) days following receipt of written notice detailing the breach. In the event of a material breach by Zitadel that remains uncured after the thirty (30) day notice period, Licensee may terminate this License Agreement.
b. Either party may terminate this License Agreement immediately upon written notice if the other party becomes insolvent, files for bankruptcy, or is the subject of any proceedings relating to its liquidation or insolvency.
c. Upon termination of this License Agreement for any reason, except as provided in Sections 5(e) and 5(f), the Licensee shall cease all use of the Licensed Software and shall promptly destroy or return to Zitadel all copies of the Licensed Software in its possession or control. The provisions of Sections 1, 3, 5(d), 5(e), 5(f), 6, 7, 8, 9, 10, and 11 shall survive termination of this License Agreement.
d. Termination of this License Agreement shall not relieve the Licensee of its obligation to pay any License Fees accrued or payable prior to the effective date of termination.
e. The Licensee may continue to use the Licensed Software after termination of this License Agreement, conditional to the open source license applicable to the Licensed Software.
f. Notwithstanding Sections 5(b) and 5(c), if the Licensor is permanently liquidated or permanently ceases all business operations, and this License Agreement does not remain binding on the Licensor and is not assumed by a successor, assignee, purchaser, or other continuing entity, then, subject to the Licensee's payment of all accrued License Fees and continued compliance with this License Agreement, the license rights granted under Section 2 with respect to the versions of the Licensed Software, including any updates, upgrades, bug fixes, security fixes, and patches made available to the Licensee before such event, shall survive termination and become perpetual, irrevocable, worldwide, non-exclusive, fully paid-up, and non-transferable except as permitted under Section 11. The Licensee may maintain and modify such Licensed Software, and may engage contractors to maintain or modify it on the Licensee's behalf, solely for the permitted uses under this License Agreement and subject to its restrictions and limitations.
This Section does not grant any rights to future releases, third-party or community forks or contributions, Support Services, service levels, trademarks, standalone sublicensing, or ownership of the Licensed Software. Any merger, acquisition, asset sale, equity sale, restructuring, reorganization, assignment, or change of control shall not, by itself, trigger

this Section, provided that this License Agreement remains binding on the Licensor or is assumed by the applicable successor, assignee, or purchaser.

The rights and obligations of the parties that by their nature should survive termination or expiration of any Agreement shall survive, including without limitation to confidentiality, indemnification, intellectual property ownership, limitation of liability, payment obligations accrued prior to termination, governing law, and dispute resolution.

6. Intellectual Property Rights

The Licensee acknowledges and agrees that the Licensed Software and all intellectual property rights therein are and shall remain the sole and exclusive property of Zitadel and its licensors. This License Agreement does not grant the Licensee any right, title, or interest in or to the Licensed Software except for the limited license rights expressly granted herein.

The Licensor acknowledges and agrees that the Proprietary Product or Service and all intellectual property rights therein are and shall remain the sole and exclusive property of Licensee. This License Agreement does not grant the Licensor any right, title, or interest in or to the Proprietary Product or Service except for the limited license rights expressly granted herein.

7. Warranty and Warranty Disclaimer

Licensor represents and warrants that it has all rights and licenses necessary for it to perform its obligations hereunder and it will not knowingly include in any of the Licensed Software any computer code that is designed to disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or user data.

Except as expressly stated herein, the licensed software is provided "as is" without any warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and any warranties arising out of course of dealing or usage of trade. Zitadel does not warrant that the licensed software will be error-free or uninterrupted.

8. Assignment

The Licensee may not assign or otherwise transfer this License Agreement or any of its rights or obligations hereunder without the prior written consent (email sufficient) of Zitadel, which consent shall not be unreasonably withheld. However, the Licensee may assign this License Agreement in its entirety to a successor in interest in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided that the successor agrees in writing to be bound by the terms and conditions of this License Agreement. Zitadel may assign this License Agreement in its entirety without the Licensee's consent.

9. Relationship with Enterprise Agreement

In the event of any conflict or inconsistency between the terms and conditions of this Commercial License Agreement and the terms and conditions of any master services agreement, enterprise agreement, or framework agreement entered into between Zitadel and the Licensee (an "Enterprise Agreement"), the terms and conditions of the Enterprise Agreement shall control and take precedence, particularly with respect to termination, payment obligations, support services, and liability.

10. Entire Agreement

This License Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

11. Amendments

No amendment to or modification of this License Agreement shall be effective unless made in writing (email / digital copy sufficient) and signed by duly authorized representatives of both parties.

12. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, or sent by reputable overnight courier service, addressed to the parties at their respective addresses set forth above (or to such other address as a party may designate by notice given in accordance with this Section).

13. Severability

If any provision of this License Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

14. Waiver

No waiver of any breach of any provision of this License Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by the waiving party.

Exhibit A: Licensed Software

The 'Licensed Software' constitutes the proprietary commercial build of the Zitadel software provided by Licensor to Customer under this License Agreement. This commercial license supersedes and replaces the terms of the GNU Affero General Public License v3 (AGPLv3) for all purposes regarding the software, builds, and artifacts provided hereunder.
Licensed Software includes:

- The Zitadel proprietary codebase as designated in the applicable Order.
- Corresponding build artifacts, patches, and updates delivered by Licensor during the term of this License Agreement.
- This License Agreement grants Licensee specific commercial rights, independent of the open-source repository referenced in the general Zitadel documentation.