

WIZ COOPERATION AGREEMENT

This COOPERATION AGREEMENT (the “**Agreement**”) is entered into on the date of acceptance (the “**Effective Date**”), by and between:

- (1) Wiz Inc., a company incorporated under the laws of the State of Delaware, having its principal place of business at One Manhattan West, 52nd Floor, New York, NY 10001 (the “**Wiz**”); and
- (2) the entity named in the box below (the “**Partner**”).

Partner Company Name	
Registered Address	
Partner Contact	
Partner Contact Email	

(each, a “**Party**” and collectively, the “**Parties**”)

1. COOPERATION

Following the Effective Date, Partner shall be granted access to the Wiz partner portal that may include information about Wiz’s partner programs, products and services, training and enablement, marketing assets and other topics found in the Wiz partner portal (“**Wiz Partner Portal**”), and the Parties may engage in mutually agreed-upon sales and marketing activities as further described in this Agreement (“**Cooperation**”).

2. LICENSE

Subject to Partner’s compliance with this Agreement, Wiz hereby grants Partner a non-exclusive, non-transferable, non-sublicensable, revocable, limited right to access and use the Wiz Partner Portal solely for the purposes of the Cooperation as set forth in this Agreement.

3. PROHIBITED USES

3.1. Partner agrees that it will not, and will not permit any third party to, without Wiz’s prior written consent in each case: (a) use the Wiz Partner Portal in any manner not authorized by this Agreement or applicable laws, or in a way that could create an unreasonable risk from a security or data privacy perspective; (b) distribute, lease, license, sublicense or otherwise disseminate the Wiz Partner Portal to any third party; (c) modify, enhance, create derivative works from, reverse engineer, disassemble, decompile or otherwise reduce the Wiz Partner Portal to human-readable form or attempt to derive the source code, methodology, analysis, or results of the Wiz Partner Portal; (d) use the Wiz Partner Portal in a business production mode, as an end-use product, or use any third-party software embedded in or bundled with the Wiz Partner Portal as a standalone program or in any way independently from Wiz Partner Portal, as applicable; (e) use the Wiz Partner Portal for commercial purposes or to test a competitive product; (f) disclose, publish or otherwise make publicly available any benchmark, performance or comparison tests that Partner (or a third party contracted by Partner) runs on the Wiz Partner Portal, in whole or in part; (g) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other such marks on or within the Wiz Partner Portal; (h) use the Wiz Partner Portal to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy or intellectual property rights, or to conduct any fraudulent or other unlawful activity; (i) interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the Wiz Partner Portal, its related systems or networks, or any third-party data contained therein; or (j) automatically crawl or query the Wiz Partner Portal for any purpose or by any means (including screen and database scraping, spiders, robots, crawlers and any other automated activity with the purpose of obtaining information from the Wiz Partner Portal).

3.2. Partner acknowledges and agrees that it shall only provide access to the Wiz Partner Portal to its employees or service providers on a need-to-know basis (“**Permitted Users**”). Partner will ensure that the Permitted Users comply with the terms of this Agreement and shall be fully responsible for any breach of this Agreement by a Permitted User. Partner and its Permitted Users shall not share user credentials to the Wiz Partner Portal with any third party. Partner will ensure that all Permitted Users keep their login credentials confidential and shall be primarily responsible for any activity carried out using those login credentials. Partner shall promptly notify Wiz upon becoming aware of any breach of this section which shall be grounds for immediate termination of access to the Wiz Partner Portal and this Agreement by Wiz.

3.3. Wiz may refuse Partner’s access to the Wiz Partner Portal, where, acting reasonably and in good faith, Wiz knows or suspects that such access would violate the terms and conditions of this Agreement (including where Wiz knows or suspects that Partner may have been compromised by a malicious actor). In such circumstances, Wiz shall promptly inform Partner in writing of such refusal of access unless prohibited by applicable law or where Wiz reasonably believes that providing such notice poses a risk to the security of its customers or its products or services. Wiz will promptly reinstate Partner’s access and use once the issue has been resolved.

4. TITLE AND OWNERSHIP

4.1. Each Party acknowledges that the other Party and its licensors retain all right, title and interest in and to its respective products including user manuals and other written materials for its products and services and any other materials which are owned by either Party prior to beginning any work under this Agreement and which are not generated in the course of performing this Agreement, including any derivatives, enhancements, improvements or modifications thereof (together “**Background Works**”) and all intellectual property rights embodied in the Background Works. Except for the limited rights expressly granted herein, this Agreement does not transfer title of a Party’s Background Works from either Party to the other Party or to any third party, and all right, title and interest in and to either Parties’ Background Works will at all times remain solely and exclusively with the respective Party. Neither Party shall take any action inconsistent with such title and ownership.

4.2. Partner acknowledges that Wiz and its licensors retain all right, title and interest in and to the Wiz Partner Portal including any and all materials available in the Wiz Partner Portal, which are considered, among others, Wiz’s Background Works.

4.3. During the course of their relationship, each Party may have opportunity to provide feedback to the other Party regarding the other Party’s products or services. Each Party hereby assigns to the other Party all rights, title to and interest to such feedback it supplies to the other Party, including all intellectual property rights therein, provided that such feedback shall not contain any Confidential Information of the other Party. Each Party agrees to assist the other with and sign any and all documentation to secure those rights.

5. JOINT MARKETING

5.1. The Parties may jointly develop a marketing and promotions plan (the “**Marketing Plan**”) including to notify each other’s customers of the relationship between the Parties. The Marketing Plan must be mutually agreed upon by both Parties in writing prior to either Party taking any action and each Party will use commercially reasonable efforts to implement the Marketing Plan.

5.2. In furtherance of marketing the products and services of the other Party, each Party shall:

(i) Avoid deceptive, misleading, misrepresentative, illegal, or unethical practices that may be detrimental to the other Party or to the products and services of such other Party;

(ii) Not make any representations, warranties, or guarantees to customers concerning the other Party’s products or services that are inconsistent with or in addition to those made in this Agreement or the Marketing Plan; and

(iii) Comply with all applicable international, federal, state and local laws and regulations, including privacy and data protection laws, in performing marketing activities and its duties with respect to its own products and services.

5.3. Each Party shall obtain the other Party’s prior written approval in each case for all publicity concerning the other Party including, but not limited to, any press release or marketing statements.

5.4. Notwithstanding the foregoing, it is agreed and understood that either Party shall have unrestricted rights to pursue any business or sales opportunity alone or with any third parties. The Parties agree that this Agreement does not authorize or require either Party to sell the other Party’s products.

5.5. To the extent that the Parties share or disclose personal data or information of potential customers (“**Prospect Information**”) with each other in connection with joint marketing activities under this Agreement: (i) the Privacy Addendum set forth at

<https://www.wiz.io/legal/privacy-addendum> shall apply; (ii) each Party will treat Prospect Information provided by the other as Confidential Information; and (iii) will only share or use such Prospect Information under this Agreement in accordance with the Agreement and applicable laws, including privacy and data protection laws. Without limiting the foregoing, each Party will be solely responsible for any Prospect Information it elects to provide to the other Party, including providing any required notices to, and receiving any required consents and authorizations from, the prospects, and individuals that are the subjects of such Prospect Information.

6. TRADEMARK LICENSE

6.1. Subject to the terms of this Agreement and any additional policies and instructions identified by a Party with respect to the use of its Marks, each Party grants to the other Party and its Affiliates a limited, revocable, non-exclusive, non-transferable, royalty-free license for the Term of this Agreement to use the other Party's trademarks, trade names and/or logos ("**Marks**") solely in connection with performing and in accordance with this Agreement. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

6.2. Each Party maintains exclusive title to its Marks and retains all rights not explicitly granted by the Agreement. Neither Party will: (i) challenge or take any action which interferes with the other Party's rights in its Marks; (ii) directly or indirectly use any Marks or any mark or name confusingly similar to any Marks of the other Party, as part of its business names or in any manner except as explicitly authorized by the other Party; (iii) register or attempt to register any trademark, any part of trademark, or any mark or name confusingly similar to any of the other Party's Marks. Each Party shall have the right to object to and thereby prohibit the use of its Marks on or in any materials at any time in its sole discretion. If the Party owning the Marks notifies the other Party that the use of the Marks is not in compliance with the Mark owner's policies or is otherwise in breach of this Agreement, then the Party using the Marks will promptly take such reasonable corrective action as directed by the Mark owner. All of the benefit and goodwill associated with the use of the Marks will inure entirely to the Mark owner. Either Party may terminate its trademark license if, in its reasonable discretion, the other Party's use of one or more of its Marks tarnishes, blurs or dilutes the quality associated with the Marks or the associated goodwill.

7. EXPENSES

Each Party shall bear its own costs and expenses incurred in performing its obligations under this Agreement, unless otherwise agreed by the Parties in writing.

8. LIMITED WARRANTY

Each Party represents and warrants to the other Party that it has the right to enter into this Agreement, and that this Agreement constitutes a valid binding obligation of such Party, enforceable against such Party in accordance with its terms and does not conflict with or violate any agreements such Party has with any third party. WIZ PARTNER PORTAL AND THE CONTENT AND OFFERINGS POSTED THEREON ARE PROVIDED "AS IS" WITHOUT WARRANTY AND PARTNER HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF PRODUCT LIABILITY, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR PERFORMANCE. STATEMENTS AND EXPLANATIONS TO THE WIZ PARTNER PORTAL, IN THE CONTENT, OFFERING, PROMOTIONAL MATERIALS AND THE DOCUMENTATION POSTED ON THE WIZ PARTNER PORTAL ARE MADE FOR EXPLANATORY PURPOSES ONLY. WIZ DOES NOT GIVE ANY WARRANTY, GUARANTEE, REPRESENTATION OR UNDERTAKING AS TO THE UNINTERRUPTED AVAILABILITY OF THE WIZ PARTNER PORTAL.

9. CONFIDENTIALITY

9.1. Each Party and its Affiliates may have access to non-public information of the other Party or its Affiliates, in any form or media, including without limitation, trade secrets and other information related to the products, software, technology, intellectual property, testing results, data, know-how, customers or prospective customers or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). For the avoidance of doubt, all information in the Wiz Partner Portal is considered Wiz's Confidential Information. In addition, to the extent the Parties share information with each other regarding customers or prospective customers, such information, and the existence of such discussions between the Parties shall be treated as Confidential Information. The receiving Party's obligations under this section, with respect to any Confidential Information of the disclosing Party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving Party at the time of disclosure by the disclosing Party; (b) was disclosed to the receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through

no fault of the receiving Party has become, generally available to the public; or (d) was independently developed by the receiving Party without access to, or use of, the disclosing Party's Confidential Information, as evidenced by written records.

9.2. The receiving Party will use the same standard of care to protect the disclosing Party's Confidential Information as it uses to protect its own Confidential Information, but no less than reasonable care. Neither Party shall use or disclose the Confidential Information of the other Party except for as reasonably necessary for performance of its obligations under this Agreement. The receiving Party shall only permit access to the disclosing Party's Confidential Information to its and/or its Affiliates' respective employees, consultants, subcontractors and advisors having a need to know such information, and who are bound by at least equivalent obligations of confidentiality and non-disclosure as those under this Agreement (such recipients being "**Authorized Recipients**"). The receiving Party is responsible for the compliance of its Authorized Recipients with the confidentiality and non-disclosure obligations of this Agreement and shall notify the other Party immediately upon becoming aware of any unauthorized access or use of the other Party's Confidential Information. The receiving Party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that, to the extent permitted by applicable law, it notifies the disclosing Party of such required disclosure to enable disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure. Notwithstanding the foregoing, each Party can disclose the terms and existence of this Agreement to third parties in connection with a due diligence subject to such third parties being bound by at least equivalent obligations of confidentiality and non-disclosure as those under this Agreement.

9.3. Unless otherwise agreed by the Parties, upon (a) the disclosing Party's request (but only if such Confidential Information is not required to exercise a right or perform an obligation under this Agreement); or (b) in any event, termination or expiration of this Agreement, each Party will return or destroy (and certify such destruction upon request of the disclosing Party) the Confidential Information of the other Party, and all copies thereof, in its possession or control, except such Confidential Information as is necessary to continue performing any obligations or exercising any rights that survive termination or expiration of this Agreement or as otherwise required to comply with applicable laws. The obligation to return or destroy all copies of Confidential Information does not extend to automatically generated copies which may still exist on servers and back-ups for a reasonable period in line with industry standards provided that the receiving Party shall make no further use of those copies and that the confidentiality obligations herein shall continue to apply until the Confidential Information is fully destroyed.

9.4. All Confidential Information and any derivatives thereof are and shall remain the exclusive property of the disclosing Party and no rights, interests or license, are granted or implied hereby to have been granted to the receiving Party. Each Party acknowledges and agrees that its products and services contain proprietary information and trade secrets of the owner of the products and services. Each Party will not use any Confidential Information that it gains through use or study of the other Party's products and services (including the Wiz Partner Portal, as applicable) to facilitate its or any third party's development of any software programs or other products that would compete with the other Party's products and services. Notwithstanding the foregoing, each Party hereby acknowledges and agrees that the other Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information of the disclosing Party. Accordingly, nothing in this Agreement will be construed as a representation or agreement that either Party will not develop or have developed products, services, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that the receiving Party does not violate any of its obligations under this Agreement in connection with such development.

9.5. Each Party acknowledges that a breach by the other Party of any confidentiality or proprietary rights provision of this Agreement may cause the non-breaching Party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the non-breaching Party may seek an action to enjoin the breaching Party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and a Party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching Party may be entitled at law or in equity.

10. INDEMNIFICATION

10.1. Each Party ("**Indemnifying Party**") will indemnify, defend and hold harmless the other Party, its Affiliates, directors and employees (collectively "**Indemnified Party**") against any and all claims made by any third party and all related losses, liabilities, damages, costs and expenses (including without limitation reasonable attorneys' fees) directly resulting from Indemnifying Party's violation of any rights of any third party, including without limitation, any intellectual property rights, publicity, confidentiality, property or privacy rights.

10.2. The Indemnified Party will promptly notify Indemnifying Party of any such claims, suits, and proceedings in writing. Indemnifying

Party will be given full and complete authority and information for the defense and settlement of the claim provided that Indemnifying Party will have no authority to enter into any settlement or compromise which imposes any obligation or admits any guilt on behalf of Indemnified Party without the prior written consent of Indemnified Party, which shall not be unreasonably withheld. At Indemnifying Party's request, Indemnified Party will reasonably cooperate with Indemnifying Party in defending or settling any such action.

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

11.1. EXCEPT FOR ANY DAMAGES ARISING OUT OF A PARTY'S (1) GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUDULENT ACT, (2) MISAPPROPRIATION OR OTHERWISE VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (3) BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREIN, AND EXCEPT FOR ANY INDEMNIFICATION OBLIGATIONS HEREIN, NEITHER PARTY OR ITS AFFILIATES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, OR PROFITS, DATA, OR DATA USE.

11.2. EXCEPT FOR ANY DAMAGES ARISING OUT OF A PARTY'S: (1) GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUDULENT ACT, (2) MISAPPROPRIATION OR OTHERWISE VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (3) BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREIN, AND EXCEPT FOR ANY INDEMNIFICATION OBLIGATIONS HEREIN, THE MAXIMUM LIABILITY OF EACH PARTY FOR ALL DAMAGES OR ALLEGED DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, IS LIMITED TO, AND SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, USD \$1,000.

12. TERM AND TERMINATION

12.1. Term. Unless terminated earlier as provided herein, the Term of this Agreement shall be one (1) year and will automatically renew for consecutive one (1) year term(s) (together, the "**Term**") unless otherwise terminated in accordance with this section.

12.2. Termination for Convenience. This Agreement may be terminated for convenience by a Party providing the other Party seven (7) days prior written notice. Any accrued rights and obligations will survive termination.

12.3. Termination for Cause. Either Party may immediately terminate this Agreement upon notice to the other Party if the other Party: (i) materially breaches this Agreement and, to the extent such breach is curable, fails to cure such breach within 30 days after receiving notice of the breach from the other Party, or (ii) commences bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets, or ceases to operate in the ordinary course of business. Any accrued rights and obligations will survive termination.

12.4. Effect of termination. Upon expiration or termination of this Agreement (a) all rights and obligations granted to each Party by the other Party hereunder shall immediately cease; (b) neither Party shall have the right to represent itself as a partner of the other Party; (c) each Party shall remove all references of the other Party from its website and marketing materials, and shall cease all use of the other Party's Marks; and (d) within thirty (30) days, each Party shall, upon request, return to the other Party or destroy all Confidential Information in its possession or control that belong to the other Party and shall certify compliance with this section upon request.

12.5. Survival. Sections 3 (*Prohibited Uses*), 4 (*Title and Ownership*), 7 (*Expenses*), 8 (*Limited Warranty*), 9 (*Confidentiality*), 10 (*Indemnification*), 11 (*Limitation of Liability*), 12 (*Term and Termination*) and 13 (*Miscellaneous*) shall survive termination or expiration of this Agreement.

13. MISCELLANEOUS

13.1. Relationship of Parties. The Parties expressly agree that they are independent contractors under this Agreement and no other relationship is intended, including without limitation a partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or other special relationship. Neither Party shall have any right or authority to assume, create, or incur any liability or any obligation on behalf of the other Party. Neither Party shall take any action that expresses or implies a relationship other than that of independent contractor.

13.2. No Third-Party Beneficiaries. Unless otherwise expressly provided, no provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Partner and Wiz any rights, remedies or other benefits under or by reason of this Agreement.

13.3. Notices. All notices which are required to be given pursuant to this Agreement shall be in writing and shall be sent by overnight

courier to the address listed on page 1, with receipt acknowledged, or by email with an electronic proof of transmission. In respect of Wiz, notices may be sent by email to legalnotices@wiz.io. Notices shall be deemed to have been delivered at the time delivered by overnight courier and transmitted by email.

13.4. Force Majeure. Nonperformance by either Party will be excused to the extent that performance is rendered impossible by strike, fire, flood, riots, terrorism, governmental acts or orders or restrictions, or any other reason where failure to perform is beyond the reasonable control of the nonperforming Party and not caused by the negligence of the nonperforming Party.

13.5. Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either Party to its Affiliate or in connection with a merger, consolidation, sale of all of the equity interests of the Party, or a sale of all or substantially all of the assets of the Party to which this Agreement relates, provided in any event that the assignee or successor agrees to be bound by all of the terms and conditions of this Agreement. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

13.6. Export. Each Party represents and warrants that such Party, its Affiliates, or any director or officer thereof, is not, and is not owned or controlled by individuals or entities that are: (i) the target of any sanctions administered or enforced by the U.S. Department of the Treasury Office of Foreign Asset Control ("**OFAC**"), the U.S. State Department or any other U.S. government agency or department, the United Nations Security Council, the European Union or Her Majesty Treasury and/or the target of any Israeli sanctions (collectively, "**Sanctions**"), or (ii) located, organized or resident in a country or territory that is the subject of comprehensive territorial Sanctions. Each Party shall not allow and fully restrict any usage relating to its products and services from persons identified on any Sanctions list, including but not limited to OFAC's Specially Designated Nationals and Blocked Parties List (the "**SDN List**"), entities owned 50% or more by any individuals or entities on the SDN List, or individuals or entities that are located in any comprehensively sanctioned country. Each Party shall be responsible for complying with all applicable laws in connection with its use of the products including, but not limited to, U.S. Export Administration Regulations, any other export laws, restrictions, and regulations to ensure that the products and any technical data related thereto is not exported or re-exported, directly or indirectly, in violation of or used for any purposes prohibited by such laws and regulations.

13.7. Compliance with Laws & Data Protection. Each Party will comply with its respective legal obligations in exercising its rights and performing its duties under this Agreement including complying with all applicable international, federal, state and local laws and regulations, including all applicable data privacy, data protection and data security laws and regulations. The Parties agree that, for the purposes of the GDPR and any equivalent data protection laws, there is no controller-processor relationship between Wiz and Partner with regards to either Party's customers' personal data shared under this Agreement or personal data of users of the Wiz Partner Portal. In the event the Parties are required to enter into additional agreements to comply with applicable laws, including to put in place adequate data transfer mechanisms such as Standard Contractual Clauses, Partner agrees to execute such additional agreements as needed.

13.8. Waiver, Severability and Modification. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and will have no effect on the remainder of this Agreement. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by the Parties.

13.9. Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of New York, not including its law of conflicts of laws. The Parties irrevocably consent to the exclusive jurisdiction of the courts of Manhattan, New York, over any action, suit or proceeding arising hereunder.

13.10. Entire Agreement. This Agreement, including all exhibits or terms that are incorporated herein by reference, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter, including prior non-disclosure agreements.

13.11. Counterparts. This Agreement may be executed in electronic counterparts, each of which shall be an original and together which shall constitute one and the same instrument.

