

## U.S. GOVERNMENT ADDENDUM TO WIZ MASTER SUBSCRIPTION AGREEMENT

This U.S. government addendum (“**Addendum**”) is incorporated into and forms part of the Wiz Subscription Agreement between Wiz and Customer (“**Agreement**”) and which governs the provision and use of Wiz products or services. Capitalized terms used but not otherwise defined in this Addendum shall have the meanings given to them in the Agreement.

This Addendum applies to United States government customers, including entities of the United States Federal Government (“**Federal**”), as well as state, local, or public education entities created by the law of the applicable state (collectively, “**SLED**”). Wiz acknowledges that statutes and regulations that govern Federal and SLED customers may sometimes require that certain terms in commercial supplier agreements be limited and may be ineffective and inoperative. Therefore, if and to the extent the deviations set forth in this Addendum are required by applicable law, Wiz and Customer agree that the following provisions take precedence over any conflicting terms in the Agreement:

1. Business Purpose/Grant of License. Wiz acknowledges that references to “business purpose” in the Agreement include Customer’s government purposes authorized by applicable law.
2. FOIA/Public Disclosure Laws. Notwithstanding any confidentiality obligations in the Agreement, Wiz acknowledges that Customer may be compelled to disclose Confidential Information pursuant to the Federal Freedom of Information Act and any state equivalents or other applicable public disclosure laws. Wiz acknowledges that such Confidential Information, including the terms and conditions of the Agreement, related Order Forms, Statements of Work, or other attachments, or pricing information, may be disclosed to third parties upon request to the extent compelled by such Laws; provided that, prior to any such disclosure, Customer provides written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Wiz’s expense, if Wiz should wish to contest the disclosure.
3. Fees and Taxes. Wiz understands that Customer may be subject to applicable laws governing payment, including availability of funds, timing of payments, late payment interest penalties, and taxes.
4. Indemnification.
  - a. No Customer Indemnification Obligation. If and to the extent applicable law prohibits Customer from indemnifying Wiz, any terms or conditions in the Agreement requiring Customer to indemnify Wiz shall be deemed void and not binding against Customer.
  - b. Take Down Requirement. In the event of any IP Infringement Claim or any other legal claim brought against Wiz alleging that Customer Data infringes or misappropriates a third party’s intellectual property rights or violates applicable law, or arising out of Customer’s use of the Services in breach of the Agreement, the Documentation, or any applicable Order Form, Wiz may require, by written notice to Customer, that Customer delete from the Service any Customer Data, or cease use of the applicable Service, that is the subject of any Claims. Promptly after receiving any such notice, Customer will delete such Customer Data, or cease such applicable use of the Services, and certify such deletion or cessation to Wiz in writing. Wiz shall be authorized to provide a copy of such certification to the applicable claimant.
  - c. Government Control of Defense. Any provision of the Agreement requiring Wiz to defend or indemnify Customer is hereby amended, if and to the extent required by applicable law, to provide that the U.S. Department of Justice (for a Federal Customer) or applicable State Attorney General’s Office (for a SLED Customer) has the sole right to represent the respective Federal or SLED entity in litigation and other formal proceedings.
5. Controlling Law, Venue and Disputes. Notwithstanding anything in the Agreement to the contrary:
  - a. Federal. As it relates to Federal entities, the Agreement and any disputes arising out of or related thereto shall be governed by U.S. Federal Law. Any language requiring dispute resolution in a specific forum or venue

that is different from that prescribed by applicable Federal Law is hereby deleted and superseded by the forum or venue required by applicable law. If Wiz believes that a Federal Customer is in breach of the Agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Law while continuing performance as set forth in Federal Acquisition Regulation 52.233-1 (Disputes).

- b. SLED. As it relates to SLED entities, the Agreement and any disputes arising out of or related thereto shall be governed by the laws of the state pursuant to which Customer is created, or the state in which Customer's primary headquarters or main office is geographically located. With respect to all disputes arising out of or related to the Agreement, the parties consent to exclusive jurisdiction and venue in the state and federal courts located in such state.