## WIZ CERTIFIED PROGRAM TERMS AND CONDITIONS

BY ELECTING TO PARTICIPATE IN THE WIZ CERTIFIED PROGRAM AND REGISTERING FOR OR ACCESSING A WIZ CERTIFICATION EXAM, AS EXPRESSED BY CLICKING THE "ACCEPT" BUTTON, YOU ACCEPT AND AGREE TO ALL OF THE TERMS OF THIS WIZ CERTIFIED PROGRAM TERMS AND ACONDITIONS, WHICH IS A BINDING AND ENFORCEABLE AGREEMENT BETWEEN YOU AND WIZ (DEFINED BELOW).

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT OR IF YOU ARE UNDER 18 (OR OF YOUR COUNTRY'S LEGAL AGE, IF GREATER), DO NOT CLICK THE "ACCEPT" BUTTON OR OTHERWISE REGISTER FOR OR ACCESS THE WIZ CERTIFIED PROGRAM.

These Wiz Certified Program Terms and Conditions (the "*Agreement*"), including any attachments or terms incorporated by reference, is between Wiz, Inc., a Delaware corporation ("*Wiz*", "us" or "we"), and you, an individual candidate for a Wiz Certification (as defined below) ("*you*" or "*you*"), and governs your participation in the Wiz Certified Program (the "*Program*").

You hereby represent and understand that you are entering into this Agreement in your own personal capacity and not on behalf of any third party.

## 1. The Wiz Certified Program

- a. **Program Description**. Wiz offers a Certification Exam that provides you with the ability to obtain a special designation from Wiz following successful completion of the Exam (The "**Program**").
- b. Exam Access. Upon your acceptance of this Agreement and election to register for or begin taking an Exam, you will be granted access to the Exam and Exam Content for purposes of testing your knowledge of a specific topic included in the Program. As used in this Agreement, (a) "Certification" means any of the certifications offered by Wiz under the Program, (b) "Exam" means the applicable test for a particular Certification, and (c) "Exam Content" means any and all questions, answers, data, software, and other materials made available to you for purposes of completing the Exam.
- c. *Valid Certification*. To obtain a Wiz Certification, you must take the applicable Certification Exam and receive a passing score, as designated by Wiz.
- 2. <u>Eligibility.</u> You must be 18 years old (or of Your country's legal age, if greater) to participate in the Program. You are not eligible to participate in the Program if: (a) you are a resident of, or ordinarily reside a U.S. embargoed country or region (currently the Crimea, Luhansk or Donetsk regions, Cuba, Iran, North Korea, Sudan or Syria) or (b) your participation in the Program would otherwise be prohibited by applicable export controls and sanctions programs.

## 3. Your Personal Information and Personal Data.

- a. As part of the Exam process, you must provide personal information and personal data ("Personal Information"). This Personal Information may be collected during registration, the Exam, and/or when interacting with various web pages related to the Exam and the Program. This information will be used to facilitate and process the Exam (which includes verifying your identity, Exam scheduling, Exam delivery, and fee processing), to determine whether a Certification can be issued to you, to issue and manage Certification, and to administer the Program.
- b. You acknowledge and agree that your Personal Information may be shared with: (i) Wiz; (ii) vendors associated with the Program, including any third party engaged by Wiz to administer the Exam ("Exam Administrator"); (iii) your employer or the entity paying for your participation in the Program; and/or (iii) any entity to which you provide services. Information provided by You to Wiz will be processed in accordance with Wiz's Privacy Policy available at https://legal.wiz.io/#privacy-policy.
- c. In working with Wiz's business partners and customers, or upon request by a third party to verify your

Certification(s)(including Wiz's partners, your employer, and/or entities to whom you are providing services), you agree that Wiz may disclose information about your Certification and hereby authorize Wiz to disclose your Certification information to such third parties. This includes the Exams for which You have registered, your Certification(s), and information regarding associated Exam results. If Wiz decides to revoke your Certifications for any reason, you agree Wiz may notify those third parties and may respond to any inquiry regarding such revocation or any other change to your credential status with Wiz.

- 4. <u>Confidentiality</u>. You may not use, disclose, reproduce, copy, transmit, distribute, or make derivative works of any and all testing materials, Certification Exams and/or any other information made available to you in connection with the Exam process (collectively, "Wiz Confidential Information"), in any form. Wiz owns all rights, title and interest in its Wiz Confidential Information, including all technology and intellectual property rights therein.
- 5. <u>Candidate Conduct Policy</u>. To maintain the value of the Certifications and ensure that only qualified individuals are certified, you agree to comply with the following:
  - a. You will only provide truthful information about your identity, demographics, and corresponding documentation as requested.
  - b. You will not impersonate another person or misrepresent yourself in any manner, or share any credentials provided to you upon registration.
  - c. You will comply with all testing regulations required by an Exam Administrator, and you will not use, run or otherwise reference any devices and/or technology (including mobile devices/phones), materials or programs during an Exam that could be used to violate the validity or results of the Program including, but not limited to, additional monitors, devices, virtual machines, remote desktops, screen sharing software, image capture software, or AI software or programs found on any computer or device used to take an Exam.
  - d. You will only take the Exam by yourself, using only the permitted materials. You may not receive assistance from another person, allow another person to take an Exam on your behalf, plagiarize any Exam answers, or use any other materials, including unauthorized publications of Exam answers.
  - e. Any credentials provided to you for Exam access must be kept confidential and may not be shared with any other person. You may not use another individual's credentials to access the Exam.
  - f. You will not circumvent, or attempt to circumvent, the Exam re-take policy by registering under a different name or email address or bypassing any authorization or initialization systems.
  - g. You will access and use the Exam and Exam Content solely for purposes of completing the Exam and to obtain a Wiz Certification. You will not access or use the Exam or Exam Content for any other purpose, and you will keep the Exam and Exam Content strictly confidential. Further, you will not copy, distribute, disclose, display, export, publish, sell, modify, reverse engineer, decompile, disassemble, translate, or create derivative works of any Exam or Exam Content in any form (whether oral, written, or digital).
  - h. You will not forge any Certification Designations (defined below) or Logos, Exam scores, or any Program or other Exam records.
  - i. You will not engage in any other conduct that compromises the integrity, security, or confidentiality of the Exam or Program and Wiz Certification Agreement. You will uphold the highest standards of professional conduct as it relates to your participation in the Program and the Exam.
- 6. Non-Compliance. If Wiz or a the Exam Administrator, in their sole discretion, determines that you have violated the terms of this Agreement before, during, or after a Certification Exam, Wiz or the Exam Administrator may take action including, but not limited to, terminating your Exam, cancelling the results of any Certification Exam, requiring you to retake a Certification Exam to validate a passing score, limiting when, where, and through what exam delivery modality you may take a Certification Exam, revoking existing Certifications or rights to use the Certification Designation or Logo,

terminating your rights under this Agreement, and/or prohibiting you from participating in the Program or in future certification programs. Such determination by Wiz or the Exam Administrator will be without the need to provide supporting documentation or incurring any liability or additional obligation to you. We will not refund any testing fees if we take any such action.

7. <u>Program Policies.</u> You agree to comply with the Program Policies located at <a href="https://www.wiz.io/wiz-certified/program-policies">https://www.wiz.io/wiz-certified/program-policies</a> or successor website as Wiz may designate ("**Program Policies**"), including any refund terms contained therein. Without limitation to any such refund terms, you will not be refunded any portion of the Exam fee for failure to comply with Program Policies.

## 8. Certification Designation.

- a. Right to Use. Upon successful completion of the applicable certification requirements and receipt of a passing score on the applicable Exam, you will receive a designation for the applicable Wiz certification (the "Certification Designation"). In connection with the receipt of a Certification Designation and subject to the terms of this Agreement, Wiz grants you a non-exclusive, nontransferable, revocable, limited personal right to use the Certification Designation and corresponding badge (the "Badge") on your resume, email signature, business card, marketing collateral, letterhead, and websites solely to promote your skills with respect to the use of the applicable Wiz product and for no other purpose. Upon termination or expiration of your Certification, you shall immediately cease to issue any items displaying the Certification Designation and/or Badge, including removing Certification Designation and Badges from anywhere it is presented. We may also revoke your right to use any Badge associated with the Certification at any time by giving you written notice.
- b. Certification Term. The term during which You may use your applicable Certification Designation will commence upon achieving your Certification Designation and continue for the period defined for each Certification Designation or as otherwise expired by Wiz. To maintain your Certification Designation, you must fulfill any continuing Certification requirements in accordance with Wiz's Certified Program Policies.
- c. Restrictions on Use. You acknowledge and agree that successful completion of an Exam or receipt of a Certification Designation or Badge is not, in any way, an endorsement, warranty, or guarantee from Wiz of your abilities or qualifications. You may not alter the Certification Designation and/or Badge in any way from the format, design or color in which they are supplied. You may not use or modify the Certification Designation or Badge in any way that may be construed as an endorsement by Wiz of your qualifications or as establishing an affiliation between Wiz and any third-party, and you may not make any misrepresentations or suggestions to such effect. You may not use the Certification Designation or Badge in a manner that negatively impacts Wiz's reputation or goodwill.
- 9. Ownership. Wiz owns and retains all rights, title, and interest (including intellectual property rights) in the Exam, Certification Designation and Logo. Any rights not expressly granted in this Agreement are reserved by Wiz.
- 10. Agreement Term and Termination. This Agreement will be effective upon your acceptance thereof and continue until the later of: (i) termination of your access to the Wiz Certified Program; or (ii) revocation of your Certification or (iii) until you no longer hold a valid Wiz Certification. Upon termination or expiration of this Agreement, (a) your rights to use the Certification Designation and Badge will immediately cease and You must remove the Certification Designation and Badge from all electronic and physical copy materials, including your resume, email signature, business card, marketing collateral, letterhead, and websites; (b) you shall not be entitled to any refunds for pre-paid fees; and any provision and/or right that is stated, or that by its nature is contemplated, to survive termination shall survive termination, including Sections 3 (your Personal Information and Personal Data), 4 (Confidentiality), 10 (Ownership), 12 (Disclaimers; Limitations of Liability) and 13 (Miscellaneous).
- 11. <u>DISCLAIMERS; LIMITATION OF LIABILITY</u>. WIZ MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROGRAM, EXAM, CERTIFICATION DESIGNATION, BADGE, OR YOUR PARTICIPATION OR USE THEREOF, AND WIZ EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING ANY WARRANTIES OF

MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL WIZ OR ANY THIRD PARTY ACTING ON ITS BEHALF BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. WIZ'S MAXIMUM AGGREGATE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY YOU TO WIZ TO PARTICIPATE IN THE PROGRAM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING DISCLAIMERS AND LIMITATIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. THE PARTIES AGREE THAT THIS SECTION WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

- 12. Miscellaneous. Wiz reserves the right to modify the Program, Certification requirements, Program Policies, digital badges, and/or Exams at any time, without notice. We may from time to time modify this Agreement. We will notify you of changes by posting them here https://legal.wiz.io/legal#certified-program (the "Site"). You are responsible for checking the Site regularly for changes. Changes will be effective as of the date we post such changes. By continuing to participate in the Program, you agree to comply with the most current version of this Agreement and the Program Policies. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior and contemporaneous agreements, representations, or communication, whether written or oral, between you and Wiz. The terms of this Agreement and any receipt of a Certification Designation will not be construed as creating a partnership, agency, joint enterprise, or employment relationship. This Agreement and the right to use any Certificate Designation received may not be assigned by you to any third party and any such attempted assignment will be null and void. None of the provisions of this Agreement will be deemed waived as a result of any act or acquiescence by Wiz, unless signed by an authorized signatory of Wiz. If any provision of this Agreement is deemed unlawful, void, or unenforceable for any reason, such provision will be enforced only to the extent permissible by applicable law and otherwise deemed severable from, and will not affect the validity or enforceability of, the remaining provisions of this Agreement. There are no thirdparty beneficiaries under this Agreement. Except for payment obligations, neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control including, but not limited to, acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.
- 13. <u>Governing Law.</u> This Agreement will be governed by the laws of the State of New York, United States, without regard to its conflict of laws rules and all disputes arising out of or in relation to this Agreement will be submitted to the exclusive jurisdiction of the courts of New York, New York.