

U.S. GOVERNMENT CUSTOMER ADDENDUM TO WIZ SUBSCRIPTION AGREEMENT

This U.S. government customer 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 or otherwise rendered 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. References to a Customer’s “internal business purposes” in the Agreement include the internal governmental purposes of a Federal Customer or SLED Customer, as applicable, for purposes authorized by applicable law. Notwithstanding anything to the contrary in the Agreement, unless otherwise stated in the applicable Order, for the Subscription Term in an Order, the Platform may only be used by the identified Federal Customer or SLED Customer and shall not be used by such Customer’s Affiliates.
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 (collectively, “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. The foregoing is not intended to modify the provisions of the Agreement regarding Partner Orders, including but not limited to subsection 1.2.
4. Indemnification.
 - a. No Customer Indemnification Obligation. If and to the extent applicable law explicitly 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 legal claim brought against Wiz alleging that Customer Data infringes or misappropriates a third party’s intellectual property rights or violates applicable law, or that arises out of Customer’s use of the Services in breach of the Agreement, the Documentation, or any applicable Order Form (collectively, “Customer Data Claims”), 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 Customer Data 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.
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, flagship campus, 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.