

## Wiz Professional Services Addendum

This Wiz Professional Services Addendum and any and all Riders and other documents incorporated herein (collectively, this “**PS Addendum**”) forms part of the Wiz Subscription Agreement or similar agreement entered into by and between Wiz and Customer pursuant to which Customer subscribes to the Wiz SaaS-based cloud security platform (the “**Agreement**”), is effective on the earlier of the date of (i) the execution of an Order for Wiz Professional Services; or (ii) Customer’s receipt of the Professional Services (the “**Effective Date**”), and shall apply to Wiz and the Customer identified in the Order.

**1. Interpretation and Definitions.** The headings contained in this PS Addendum are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this PS Addendum. References to clauses or sections are references to the clauses or sections of this PS Addendum unless otherwise stated. Words used in the singular include the plural and vice versa, as the context may require. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement, the PS Services Description, the Rider, or the Order (as applicable). Wiz and Customer may be referred to herein individually as a “**Party**” or collectively as the “**Parties**”.

1.1 “**Business Day**” means Monday through Friday, excluding U.S. federal holidays.

1.2 “**Business Hours**” means 9:00 AM until 5:00 PM, US Eastern time, during Business Days, unless otherwise agreed by Wiz, in its sole discretion.

1.3 “**Business Week**” means five (5) Business Days.

1.4 “**Professional Services Start Date**” means the effective date of an Order which includes Professional Services, as specified in the Order.

1.5 “**Professional Services**” means the Wiz professional services as set forth in a Rider and corresponding PS Services Description.

1.6 “**PS Services Description**” means the description of the Wiz Professional Services contained in the Wiz Professional Services Catalog and the Rider specific to the type of Professional Services purchased under an Order.

1.7 “**Rider**” means the supplemental terms and conditions specific to each type of Professional Service.

1.8 “**Wiz Personnel**” means Wiz employees or subcontractors providing the Professional Services.

**2. Professional Services Catalog.** PS Service Descriptions for all Professional Services can be found in the Wiz Professional Services Catalog, located at <http://wiz.io/assets/wiz-services> (or a successor URL). This PS Addendum is supplemented by the Rider specific to the type of Professional Services purchased, located at <https://legal.wiz.io/legal#psa-riders> (or a successor URL).

**3. Fees.** Wiz’s provision of the Professional Services is conditioned on Customer’s payment of the applicable Fees set forth in the Order. Except as set forth in the Agreement or a Direct Order, all Fees and other amounts paid pursuant to this Agreement and an Order are non-refundable, non-cancellable and without right of set off. Unless otherwise specified in a Direct Order: (i) Customer will pay all amounts due under this Agreement in U.S. Dollars currency; (ii) Wiz will invoice for the total Fees associated with the Professional Services as set out in the applicable Order upon the Professional Services Start Date; (iii) all Fees are due at the commencement of the Order and payable as described in the Order; and (iv) any amount not paid when due shall accrue interest on a daily basis until paid in full at the lesser of: (a) the rate of one and a half percent (1.5%) per month; or (b) the highest amount permitted by applicable law; and (v) all amounts payable under each Direct Order are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies and duties (“**Taxes**”). If Customer has purchased Professional Services pursuant to the terms hereof from a Partner, all Taxes to be applied to the Fees shall be as agreed between Customer and the Partner. Customer shall bear all value added, state, local, withholding, and other taxes or other charges applicable to the Services; provided that Wiz will be responsible for any taxes imposed on Wiz’s income, assets and/or workforce.

**4. Customer Responsibilities.** Customer acknowledges and agrees that Wiz’s ability to deliver the applicable Professional Services is contingent on the following: (i) Customer must have subscribed to the relevant Services corresponding to the Professional Services,

and the Services subscription must begin prior to or simultaneously with the Professional Services purchase; (ii) Customer's full and timely cooperation with Wiz as well as the accuracy and completeness of any information and data Customer provides to Wiz; and (iii) Customer's fulfillment of any other Customer responsibilities or prerequisites listed in the applicable PS Services Description or Rider. Customer is responsible for any delays and any additional costs caused by Customer's failure to comply with its responsibilities. Wiz will not be responsible for any resulting fees or expenses.

**5. Intellectual Property.** Wiz retains all right, title and interest in and to the Professional Services provided and to any methodologies, tools, techniques, or results thereof, including without limitation any content, materials, documentation, or other deliverables (where such deliverables are specifically listed in a Rider or PS Services Description) (collectively, "**Wiz Materials**"), and any modifications, enhancements, improvements or derivative works of any of any of the foregoing, regardless of who first conceives or reduces to practice such Wiz Materials. To the extent any Wiz Materials are provided by Wiz to Customer in the course of the provision of the Professional Services to Customer, Wiz grants to Customer a limited, non-exclusive, non-transferable and non-sublicensable right and license to use such Wiz Materials in connection with Customer's use of the subscribed-to Services: (1) until all Orders have expired or terminated; (2) for the sole purpose of Customer's internal use of such Wiz Materials to the extent reasonably required for Customer to avail itself of the benefits of the Professional Services provided by Wiz; and (3) subject to Customer's compliance with its obligations hereunder. Wiz Materials do not include any Customer Confidential Information. All rights not expressly granted herein are reserved and retained by Wiz and its licensors.

**6. Data Protection.** To the extent that the Professional Services requires Wiz to process Customer Personal Data (as defined in the DPA), the parties agree that the Data Processing Agreement entered into between the Parties (the "DPA") will apply to such processing. Further, Customer acknowledges and agrees that, in addition to the types of Customer Personal Data Wiz processes as set forth in the Data Processing Agreement, Wiz may also process the following types of Customer Personal Data under this PS Addendum: (i) any and all Customer Personal Data included in Customer's Wiz tenant; and (ii) any other Customer Personal Data that is made available to Wiz by or on behalf of Customer for the purposes of providing the Professional Services.

## **7. Warranties.**

**7.1 Services Warranty.** Wiz warrants that (i) the Professional Services will be performed in a good and workmanlike manner consistent with industry standards and in material conformity with Wiz's obligations in this PS Addendum and the applicable Rider and PS Services Description; and (ii) the Wiz Personnel it uses to provide and perform Professional Services have the necessary knowledge, skills, experience, and resources to provide and perform such Professional Services (together, the "**Services Warranty**"). If, through no fault or delay of Customer or breach by Customer of this PS Addendum or the Agreement, the PS Services Description, or the Order, the Professional Services do not substantially conform to the foregoing Services Warranty, and Customer notifies Wiz in writing within thirty (30) calendar days of Engagement Close Out, then Customer may, as its sole and exclusive remedy and Wiz's entire liability with respect to the Services Warranty, require Wiz to re-perform the non-conforming portions of the Professional Services.

**7.2 Disclaimer of Warranties.** Customer understands and agrees that except for the limited Services Warranty provided in Section 7.1 and to the maximum extent permitted by applicable law, the Professional Services and Wiz Materials are otherwise provided "as is" and Wiz expressly disclaims all warranties of any kind related to the performance of Professional Services and the creation and provision of the Wiz Materials hereunder, whether express, implied, or statutory, including without limitation any warranty of merchantability, fitness for a particular purpose, title, or non-infringement. Wiz makes no warranty or representation regarding the results that may be obtained from the use of the Professional Services or the Wiz Materials, regarding the accuracy or reliability of any information obtained through the Professional Services or the Wiz Materials, or that the Professional Services or Wiz Materials will meet any user's requirements, or be uninterrupted, timely, secure or error free. Use of the Professional Services or the Wiz Materials, including without limitation any material and/or data downloaded or otherwise obtained through use of the Professional Services, is at Customer's sole risk.

**8. Indemnification.** Wiz or Customer, as applicable (an "**Indemnifying Party**") will defend and indemnify at its expense, any action brought against the other party (an "**Indemnified Party**") by a third party to the extent that it is based upon a claim for bodily injury, personal injury (including death) to any person, or damage to tangible property resulting from the grossly negligent acts or willful misconduct of the Indemnifying Party hereunder, and will pay any reasonable, direct, out-of-pocket costs, damages and reasonable attorneys' fees attributable to such claim that are awarded in final judgment against the Indemnified Party (or are payable in settlement by the Indemnified Party); provided that the Indemnified Party: (i) promptly notifies the Indemnifying Party in writing of the claim; (ii)

grants the Indemnifying Party sole control of the defense and settlement of the claim; and (iii) provides the Indemnifying Party, at the Indemnifying Party's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim. The Indemnifying Party will have no obligation under this Section to the extent any claim is based on the negligent acts or willful misconduct of the Indemnified Party or its employees or subcontractors.

**9. Term and Survival.** This PS Addendum shall enter into force and effect on the Effective Date and shall remain in full force and effect until all Orders for the Professional Services expire or are terminated (the "**PS Addendum Term**"). The provisions of this PS Addendum which by their nature and the context in which they appear, would reasonably be expected to survive termination or expiration of this PS Addendum, including but not limited to those relating to payment obligations, warranties and remedies, indemnities, and intellectual property, will survive its termination or expiration.

## **10. Miscellaneous.**

**10.1 No Recording.** Customer may not record, film, stream, or otherwise capture in video or audio format any performance or aspect of the Professional Services provided by Wiz.

**10.2 Non-Solicitation.** Customer shall not hire or solicit the employment of any Wiz Personnel during the PS Addendum Term and for a period of one (1) year from the date that Wiz Personnel last provided Professional Services to Customer under the applicable Order; provided, however, that the foregoing shall not apply to publishing or posting of open positions in the course of normal hiring practices which are not specifically sent to, or do not specifically target, Wiz Personnel or hiring as a result of such solicitations.

**10.3 Delivery Methodology.** Wiz may, in its sole discretion, use subcontractors to perform all or a portion of the Professional Services purchased under an Order. Wiz will be liable for the performance of Professional Services by Wiz Personnel and their compliance with Wiz's obligations under this PS Addendum, except as otherwise specified herein.

**10.4 Relationship of the Parties.** Wiz and Customer are independent contractors, and this PS Addendum will not establish any relationship of partnership, joint venture, employment, franchise or agency between Wiz and Customer.

**10.5 Relationship to Other Services.** This PS Addendum is limited to Professional Services and does not convey any right to access or use any of Wiz's other SaaS-based or subscription Services. Any and all Wiz SaaS-based or subscription Services must be purchased separately from Professional Services and at additional cost.

**10.6 Assignment.** This Section applies only to the extent the same subject matter is not addressed in the Agreement. Neither Party may assign this PS Addendum, a Direct Order, or any portion thereof without the other Party's prior written consent; provided however that Wiz may assign this PS Addendum, a Direct Order, or any portion thereof, and all of Wiz's rights and obligations thereunder without consent (a) to an Affiliate; (b) to Wiz's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of Professional Services under this PS Addendum; or (c) as part of the transfer or disposition of more than fifty percent (50%) of Wiz's voting control or assets.

**10.7 Force Majeure.** This Section applies only to the extent the same subject matter is not addressed in the Agreement. Except for the obligation to pay monies due and owing, neither Party will be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation: natural disasters, pandemics, contagions, viruses, shelter-in-place orders (whether lawful or not), earthquakes, fires, floods, labor disputes, extreme weather events, industry wide shortages of supplies, actions of governmental entities, riots, war, terrorism, epidemics, or delays of common carriers, or other circumstances beyond its reasonable control. The obligations and rights of the defaulting Party will be extended for a period equal to the period during which such Force Majeure event prevented such Party's performance.

**10.8 Order of Precedence.** Any conflict or inconsistency shall be resolved by giving precedence in the following order (i) the Rider specific to the type of Professional Services purchased; (ii) the PS Services Description; (iii) this PS Addendum; and (iv) the Agreement.

**10.9 Modifications.** Wiz may elect to modify and/or supplement this PS Addendum (including any Riders or PS Services Descriptions) from time to time at its sole discretion. Unless otherwise specified by Wiz, changes become effective for Customer upon the effective date of a new Order after the updated version of this PS Addendum goes into effect. Wiz will use reasonable efforts to notify Customer of the changes through communications via Customer's Account, email or other means. Customer may be required to click to accept or otherwise agree to the modified PS Addendum upon the effective date of a new Order, and in any event continued use of any

Professional Services after the updated version of this PS Addendum goes into effect will constitute Customer's acceptance of such updated version.