

# Wiz Purchase Order Terms and Conditions

The following are the terms and conditions ("Terms") upon which Wiz, Inc. or any of its affiliates ("Wiz") as designated on the face of a properly executed purchase order ("PO") will purchase from the identified Vendor ("Vendor") and Vendor will sell to Wiz the goods or product or perform for Wiz the services identified. In addition, if Wiz has provided Vendor with any supplementary terms, conditions, or requirements in a request for proposal, bid specification, contract, addendum, or other writing concerning the subject matter of this PO, those terms, conditions, or requirements shall also apply, and are incorporated herein by reference. Vendor's performance of services or provision of goods under this PO constitutes Vendor's acceptance of the Terms without exception. No deletion, addition, or amendment of the terms and conditions of this PO—whether contained in Vendor's quote, acknowledgment, invoice, packing list, or delivery slip—is binding without Wiz's express written approval. In the event of any conflict the following order of precedence shall control: (a) negotiated terms signed by both parties relating to the products/services provided, (b) any terms printed on the face of the associated PO, and (c) these Terms.

## 1. Purchase Orders

Wiz will not be responsible for payment obligations with respect to goods supplied or services performed by Vendor without a written PO. Wiz may terminate a PO or any portion thereof for its sole convenience, subject to an equitable adjustment between Vendor and Wiz as to any services or goods then in progress (excluding standard stock). All claims for money due or to become due from Wiz shall be subject to deduction or setoff by Wiz by reason of any counterclaim arising out of this or any other transaction with Vendor.

## 2. Shipping and Routing

Shipping Terms are DDP (Incoterms 2020) to Wiz's designated "ship to" specified location stated on the face of the associated PO or order form. Any shipments delivered to another location will be the responsibility of Vendor to have redelivered to the specific location or reimburse Wiz for any charges in moving the goods to the specific location. All goods must be forwarded by the route taking lowest reasonable transportation rate or in accordance with any special shipping instructions. Otherwise, the difference in freight rate and extra cost of transportation will be Vendor's.

## 3. Timely Delivery

If the PO sets a date or time for the delivery or performance of goods and services, time is of the essence, and Vendor's failure to deliver or perform in a timely manner will constitute a material breach of these Terms.

Wiz may, at its option and without limiting its other rights, cancel all or any unfilled part of the PO if deliveries are not made within the time specified. Wiz reserves the right to charge Vendor for any loss or expense incurred as the result of Vendor's failure to make timely delivery.

## 4. Packaging

Vendor's company name and Wiz's PO number must appear on the outside of each package and on all packing slips, invoices, and related papers. All shipments should be securely packed in trade packages of a type normally used by Vendor for commercial deliveries of the same or similar goods. Without limiting the foregoing, Vendor shall observe the requirements of any local laws and

regulations relating to hazardous materials, including, with respect to its accompanying information, packing, labeling, reporting, carriage, and disposal. A complete and accurate packing slip must be included with each shipment.

## 5. Extra Charges

No additional charges of any kind (including, but not limited to, charges for shipping, handling, packaging, fuel surcharges, or insurance) will be allowed unless specifically stated on the PO. Any added charges will be automatically deducted from invoices received and not paid.

## 6. Customs Clearance and Charges

Vendor shall be solely responsible for all costs, fees, and expenses related to customs clearance, including but not limited to duties, taxes, tariffs, and any other charges imposed by customs authorities. Vendor shall ensure compliance with all applicable customs regulations and provide all necessary documentation to facilitate the timely release of goods.

In the event that goods are delayed or detained by customs, Vendor shall take immediate action to resolve the matter at its own expense. If Wiz incurs any costs related to customs clearance, release, or associated delays due to Vendor's failure to fulfill its obligations under this clause, Vendor agrees to reimburse Wiz in full within thirty (30) days of receiving an invoice.

## 7. Payment Terms

Vendor shall issue an invoice after the completion of delivery or provision of services and only in accordance with these Terms as follows:

- US to: [ap.us@wiz.io](mailto:ap.us@wiz.io)
- Israel to: [ap.il@wiz.io](mailto:ap.il@wiz.io)
- UK/EMEA to: [ap.uk@wiz.io](mailto:ap.uk@wiz.io)
- APAC to: [ap.au@wiz.io](mailto:ap.au@wiz.io)

Invoices must include: Wiz's PO number, invoice date, invoice number, Vendor's complete bill-to and ship-to address, a description of the goods/services provided, price, and any applicable taxes. All invoices must be submitted for payment within sixty (60) days of order fulfillment or successful completion of services. *Any invoices out of compliance will not receive consideration for payment.* It is the responsibility of Vendor to update Wiz with any change to its banking and/or payment instructions. Wiz shall not be responsible for late payments and fees where Vendor has not kept such instructions up to date. Where applicable, Vendor shall reconcile all invoices by the end of each calendar year.

Wiz shall pay all properly invoiced amounts due to Vendor within thirty (30) days of the end of the month in which Wiz received the invoice, except for any amounts disputed by Wiz in good faith. If Wiz reasonably disputes any portion of Vendor's invoice, Wiz will pay the undisputed portion of the invoice and submit written notice of the claim with sufficient detail to identify the issue. All billing disputes will be submitted to Vendor within ninety days (90) of receipt of invoice. The parties shall then negotiate in good faith to attempt to resolve any such disputes within sixty days (60) of notice.

## 8. Taxes

The amounts to be paid by Wiz to Vendor do not include taxes. Vendor shall invoice, and Wiz will pay or reimburse Vendor, for applicable sales, use, value added taxes or any similar transaction taxes it owes and which the law requires Vendor to collect from Wiz. Wiz shall have no liability for any taxes based on Vendor's assets or income or for which Wiz. If Wiz is required by law to make

any deduction or to withhold from any sum payable hereunder, then the sum payable by Wiz upon which the deduction is based shall be paid to Vendor net of such legally required deduction or withholding.

## **9. Inspection and Rejection**

In addition to all remedies permitted by law, Wiz reserves the right to reject and return to Vendor—for full refund and at Vendor's sole expense—all shipments in excess of quantities ordered and all goods that do not conform to Wiz's exact specifications or requirements. All goods and materials furnished under this PO shall be subject to Wiz's inspection, test, and approval or rejection prior to or after delivery due to nonconformance. Payment by Wiz shall not constitute an acceptance or approval of any nonconforming or defective goods or workmanship, nor shall it affect the right of Wiz to later reject the goods or services. Any goods returned by Wiz pursuant to this paragraph or any other paragraph of this PO shall be returned to Vendor at its own risk and expense.

## **10. Risk of Loss; Warehousing**

Risk of loss and transfer of title shall not pass to Wiz until goods are delivered to and accepted by Wiz. If Vendor is warehousing goods which have been ordered under this PO, regardless of warehouse location or whether title has been passed to Wiz, Vendor is responsible for any injury, loss, damage, or destruction to the goods until delivered to and accepted by Wiz.

## **11. Warranties**

Vendor generally warrants and represents that: (a) all products, materials, work, deliverables, or goods supplied under this PO will conform to specifications, drawings, samples, or other descriptions furnished by Wiz and shall be fit and serviceable for the purpose intended, of good quality and workmanship, and free from defect and that Vendor has all the necessary rights of title to transfer to Wiz, and shall not infringe, misappropriate, or violate any third party's intellectual property, or otherwise be defamatory, disparaging, or obscene; (b) It shall comply with the laws and regulations enforced by the United States Office of Foreign Assets Control ("OFAC"), to the extent applicable, including screening against OFAC's list of Specially Designated Nationals and Blocked Persons; (c) it is not and it is not owned or controlled by any person or entity on the list of Specially Designated Nationals and Blocked Persons; (d) it shall comply with all applicable export and import restrictions, customs and foreign trade regulations, obtain all necessary export licenses required, and shall instruct Wiz on any export or trade restrictions that apply; (e) neither it nor any affiliate is directly or indirectly controlled by or acting on behalf of the government of any country or person that is subject to an embargo by the United States, UK, or any individual country in the EU; and (f) there are no claims, proceedings, litigation or pending litigation against Vendor or any of its representatives that may affect or otherwise impact Vendor's ability to perform its obligations hereunder.

Vendor warrants to Wiz for the longer of Vendor's normal warranty period or for one (1) year following the date of Wiz's acceptance of any goods that: (a) when received by Wiz from Vendor, the goods will be free from defects in design, material, workmanship, and manufacture; (b) the goods will conform to the applicable documentation; (c) the goods will be suitable for the purposes for which they are intended including purposes made known to Vendor; and (d) all goods will be new and unused and not refurbished, unless otherwise agreed to in writing by the parties. The foregoing warranties are in addition to all other warranties, whether express or implied, and will survive delivery, inspection, acceptance, or payment by Wiz.

Vendor agrees to hold harmless, defend, and indemnify Wiz and its directors, officers, agents, servants, employees, successors, assigns, and users against any and all claims, demands, or suits and related damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of any such infringement or violation or unlawful use or disclosure of trade secrets without limitation. Such warranties shall survive and shall not be deemed waived by delivery or acceptance of or payment for the goods or services.

## 12. Independent Contractor

Vendor shall be an independent contractor and has no authority to bind Wiz and shall have no other relationship to Wiz unless otherwise disclosed and approved. Vendor will determine the means and methods of performing its services and will supply all equipment, tools, materials, parts, supplies, and labor required to perform under the terms of this PO. Wiz shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of Vendor or its agents or employees, which may be brought onto or stored at Wiz premises.

## 13. Confidentiality

Vendor may have access under or in connection with this Agreement to certain non-public or proprietary information and material of Wiz and/or its affiliates ("Confidential Information"). Confidential Information includes, without limitation: (a) any information related to Wiz's business, such as cost data, pricing methodologies, price lists, business plans and opportunities, marketing plans, financial and accounting information, forecasts and valuations, market share data, sales volumes, discounts, and budgets; (b) information relating to actual or potential customers, suppliers, products and services; (c) product roadmaps, technical data, computer programs and software code (including without limitation firmware and source code), ideas, inventions, algorithms, know-how, analyses, specifications, processes, techniques, formulas, designs and drawings, architectures, and other technology and other Intellectual Property; and (d) personal data of any kind including all personal data of Wiz's personnel, employees, customers, contractors, agents or providers. For the avoidance of doubt, the provisions of each deliverable provided by Vendor to Wiz shall be deemed Confidential Information and shall not be disclosed or made available by Vendor to any third party without the express written authorization of Wiz.

Vendor may use Confidential Information solely for the purpose of performing its obligations under the associated PO. Vendor shall take commercially reasonable measures, at a level at least as protective as those taken to protect its own Confidential Information of like nature (but in no event less than a reasonable level), to protect Wiz's Confidential Information within its possession or control from disclosure to a third party or other unauthorized use. Vendor shall immediately notify Wiz in writing in the event of any actual or suspected unauthorized use or disclosure of Wiz's Confidential Information and shall reasonably assist Wiz in mitigating the impact thereof.

All right, title, and interest (including without limitation all Intellectual Property Rights) in and to Confidential Information, as well as (regardless of inventorship or authorship) any improvements, derivatives, and/or modifications thereof/to, shall be owned exclusively by Wiz (and/or its licensors, if applicable). To the extent any such Intellectual Property Rights do not vest automatically in Wiz, Vendor hereby irrevocably assigns (and agrees to assign) such Intellectual Property Rights to Wiz (as well as its designees, successors, and assigns).

Vendor may disclose Wiz's Confidential Information when compelled pursuant to an applicable law, rule, regulation, government requirement, or court order, but only if it (a) promptly provides prior notice to Wiz to provide an opportunity for Wiz to seek a protective order and/or assist Vendor in crafting such disclosure, and (b) discloses only the minimum amount of Confidential Information that is necessary to comply with the required disclosure.

In performing under the associated PO, Vendor shall not use, disclose, make available, or otherwise involve any Third Party IP or Third Party Resources (defined below), such as that of any present or former employer or any other person to whom Vendor owes an obligation of confidentiality or ownership, and Vendor shall not bring onto the premises (or into the digital facilities) of Wiz any Third Party IP or Third Party Resources, unless (a) specifically requested to in writing by Wiz, specifically consented to in writing by the applicable third party; or (b) provided to Vendor by Wiz for use in providing the services. "Third Party Resources" shall mean third party funds, employees (or other personnel), facilities (such as laboratories), and/or equipment.

Vendor shall only process Wiz Confidential Information in connection with the supplied goods or services hereunder and subject to Wiz's instructions. Vendor shall not process, transfer, modify, disclose or permit the disclosure of Wiz Confidential Information to any third party other than in accordance with Wiz's documented instructions. To the extent any data transfers are authorized by Wiz,

Vendor shall enter into any additional documentation required to regulate such transfer under applicable Laws. Vendor shall maintain records regarding its processing activity, as required under applicable laws, and provide it to Wiz, if and to the extent required.

Vendor shall notify Wiz promptly and without any undue delay, and in any case within twelve (12) hours, upon becoming aware of or reasonably suspecting an unauthorized access to Wiz Confidential Information and/or any breach of security or data protection ("Incident") and shall provide Wiz with sufficient information and assistance to allow Wiz to meet its obligations under applicable laws. Vendor shall co-operate with Wiz and take such steps as required to assist in the investigation, mitigation and remediation thereof. Vendor shall not inform any third party about the Incident without first obtaining Wiz's prior written consent.

Upon written request by Wiz and in any event upon termination or expiration of the associated PO, Vendor shall promptly return or destroy (or if embodied electronically, permanently erase) Confidential Information of Wiz, as directed by Wiz and shall certify compliance with the foregoing in writing. However, Vendor may retain any confidential information required by applicable laws, regulations, or for audit purposes, or has been created electronically pursuant to automatic or ordinary course archiving, redundancy, back-up, security or disaster recovery systems or procedures, provided, that any such retained information shall remain subject to the confidentiality provisions herein.

Vendor agrees that monetary damages would be inadequate to compensate Wiz for any breach by Vendor of this section. Vendor agrees that, in addition to any other remedies that may be available to Wiz, Wiz will be entitled to seek injunctive relief against the threatened breach of this section or the continuation of any such breach, without the necessity of proving actual damages.

## **14. Data Privacy**

Vendor agrees to process any information that relates to an identified or identifiable person received from Wiz in connection with providing goods or services ("Personal Data") only for purposes of providing goods or services to Wiz and in accordance with any applicable laws and regulations governing data protection, data privacy, and data security ("Applicable Data Privacy Laws"). For the avoidance of doubt, Vendor will not "sell" Personal Data (as such term is defined in Applicable Data Privacy Laws), and will not use, share, or otherwise disclose Personal Data other than for purposes of providing goods or services to Vendor and in accordance with Applicable Data Privacy Laws. To the extent legally required, Vendor agrees to assist Wiz in fulfilling its obligations under Applicable Data Privacy Laws, including entering into a Data Processing Addendum (if applicable) and with respect to processing data subject requests, cooperating with supervisory authorities, participating in audits, and assisting with data protection assessments. Vendor will not respond to government or third-party requests for Personal Data without first informing Wiz and getting Wiz's approval (if allowable) and will cooperate with Wiz in responding to such requests.

## **15. Security**

Vendor shall implement and maintain reasonable technical and organizational measures to ensure a reasonable level of security that meet or exceed current standards in its industry. If Vendor has access to Wiz data or systems, Vendor must maintain technical and organizational security measures no less stringent and secure than those described in Wiz Minimum Security and Data Protection Requirements which can be found at: <https://legal.wiz.io/legal#vendor-security-requirements>.

## **16. Personnel**

Vendor warrants to Wiz that its personnel (including employees, agents, and/or subcontractors) are properly careful, skilled, and experienced in the duties required of them, sufficiently trained and instructed to carry out the contracted services and will always be available to perform their duties and in all respects to agreed specifications. While at any Wiz location, Vendor's personnel shall comply with all reasonable requests, standard rules, and regulations of Wiz regarding personal and professional conduct (including, without limitation, any health, security, or privacy requirements) and shall otherwise conduct themselves in a professional manner.

## 17. Insurance

During the term services are provided, Vendor will maintain the following policies (as applicable):

- (a) general commercial liability with a limit of not less than \$1 million USD per occurrence and \$2 million USD in the aggregate;
- (b) workers compensation covering all employees per statutory requirements, employer's liability with a limit of not less than \$1 million USD and any other insurance required by law or appropriate to operation of its business; and
- (c) errors and omissions/professional liability and cyber liability (which shall include, but not be limited to, Internet media, network security, privacy liability, network business interruption, errors and omissions, and cyber extortion) with a limit of \$5 million USD per occurrence and in the annual aggregate.

The insurers must have a minimum financial rating of A-/VII as determined by A.M. Best. The coverages and limits listed above are to be considered minimum requirements and in no way limit the liability of Vendor. During the term services are provided each policy shall provide for notification to Wiz thirty (30) days prior to termination, material change or restrictive amendments. The insurance companies issuing the policies shall have no recourse against Wiz for payment of any premiums or for any assessments under any form or policy. The insurance policies referred to above shall be primary insurance ahead of any insurance carried by Wiz with respect to the goods/services. If requested by Wiz, Vendor shall provide a certificate of insurance to Wiz evidencing this coverage prior to performance and annually thereafter, at policy renewal dates throughout the period services/goods are provided by Vendor. The certificate shall include a Waiver of Subrogation in favor of Wiz and should also note any self-insured retention/deductible amounts for each policy.

## 18. Indemnification

Notwithstanding the availability and policy limits of any insurance, and to the fullest extent permitted by law, Vendor shall indemnify and hold harmless Wiz, its affiliates, and their respective officers, directors, employees, and agents (each, an "Indemnitee") from any and all losses, liabilities, damages, and related costs and expenses (including without limitation reasonable legal fees), interest and penalties (collectively, "Losses"), due to to any third party claim or action against the Indemnitee arising from or relating to: (a) Vendor's fraud, gross negligence or willful misconduct; (b) Vendor's violation of applicable laws; (c) any breach by Vendor of its confidentiality, security and/or privacy obligations (including any breaches by Vendor the DPA, if applicable); (d) a security incident resulting in unauthorized disclosure of Wiz data or Confidential information that was caused by Vendor or was result of Vendor's failure to comply with its obligations under the Agreement; (e) any actual or alleged infringement or misappropriation of the Intellectual Property Rights of any third party; and/or (f) any breach of, or inaccuracy in, any of Vendor's representations or warranties (each of the foregoing (a) through (f), a "Claim"). If requested in writing by Wiz, Vendor shall, at its cost and expense, defend the Claim (but Service Provider shall not settle or compromise any Claim without the prior express written consent of the Indemnitee).

In addition, Vendor shall hold and save Wiz harmless from patent liability of any nature or kind (including costs and expenses) for or on account of any patented or unpatented invention or discovery made or used in the performance the applicable PO (including the use or disposal thereof by or on behalf of Wiz) provided, however, that as to Wiz, this indemnification is not and shall not be applicable to any infringement of a U.S. patent to the extent resulting from Vendor's compliance with specific written instructions, plans, or specifications furnished by Wiz.

The foregoing obligations shall survive the termination, completion, or expiration of the applicable PO.

Acceptance by Wiz of any other terms and conditions proposed by Vendor shall not abrogate or reduce the indemnification obligations specified herein.

## 19. No Publicity

Vendor shall not: (a) use the name, trademark, logo or other identifying marks of Wiz in any sales, marketing or publicity activities or materials, or (b) issue any press release, interviews or other public statements regarding the existence of any purchase of goods, the performance of services, or the parties' relationship, without the prior express written consent of Wiz (on a case-by-case basis). Any goodwill arising from use of the foregoing shall inure solely to the benefit of Wiz. The name and location identifier restrictions in this section shall not apply when Vendor must disclose Wiz as a subprocessor as required by applicable law. In no event shall Vendor, its employees, agents, or subcontractors represent themselves as employees or agents of Wiz.

## 20. Compliance with Laws

Vendor warrants that all goods or services furnished hereunder will comply with all applicable laws (and the rules, regulations, guidelines, orders, and standards thereunder). Vendor shall also give to Wiz all notices and reports and label all goods and services supplied under this PO, as required by applicable laws, rules, regulations, guidelines, orders, or standards.

Vendor will comply with all relevant export laws and regulations and will not have citizens of countries to which the United States government prohibits export of software and related technology, provide services involving such materials.

## 21. Vendor Code of Conduct

In performance of its obligations under these Terms, Vendor will comply with Wiz's Vendor Code of Conduct which can be found at <https://legal.wiz.io/legal#vendor-code-of-conduct>.

## 22. Compliance with Employment Laws

Wiz provides products and/or services to the U.S. federal government and, as such is subject to certain laws and regulations pertaining to U.S. government contractors and/or subcontractors. Accordingly, if applicable, the Equal Opportunity Clauses stated in 41 C.F.R. parts 60-1.4(a), and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A, are incorporated into these Terms by reference. If applicable, Vendor will abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). **These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors, to employ and advance in employment, qualified protected veterans and individuals with disabilities.** Executive Order 14026, Establishing a Minimum Wage for Contractors, and its implementing regulations, including the applicable contract clause (available at 29 C.F.R. § Pt. 10, App. A), are incorporated into these Terms by reference if applicable.

## 23. Termination

Wiz may terminate this PO, in whole or in part, at any time for cause if Vendor fails to comply with any of the Terms (including without limitation, by making late delivery or performance or by delivering defective or nonconforming goods or services). If this PO is terminated for cause, Wiz shall not be liable to Vendor for any amount, and Vendor shall be liable to Wiz for any and all damages sustained by reason of the default which gave rise to the termination. Wiz may terminate this PO, in whole or in part, at any time for its sole convenience without cause. If this PO is terminated for convenience, Wiz shall make an equitable adjustment between Vendor and Wiz as to any services or goods then in progress (excluding standard stock). All claims for money due or to become due from Wiz for a termination for convenience shall be subject to deduction or setoff by Wiz by reason of any counterclaim arising out of this or any other transaction with Vendor.

## 24. Force Majeure



Neither party shall be liable to the other for any delay or failure in performing its obligations under the PO to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party – without such party's fault or negligence – and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, pandemic, war, invasion, hostilities, terrorist acts, riots, strike (except those involving the employees or agents of the party seeking the protection of this clause), embargoes, or industrial disturbances. Vendor's economic hardship, changes in market conditions, or failures that could have been limited by reasonable foresight or precautions, including, but not limited to, the existence of industry appropriate business continuity and disaster recovery plans, are not considered Force Majeure Events. Vendor shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized, and resume performance under the PO. If a Force Majeure Event prevents Vendor from carrying out its obligations under the PO for a continuous period of more than thirty (30) business days, Wiz may terminate by immediately by giving written notice to Vendor and receive a pro-rata refund of all pre-paid fees within thirty (30) days of date of termination.

## **25. Access to Records/Audits**

Vendor shall maintain complete and accurate books and records, supporting data, proof of required permits and professional licenses, and other sufficient detail relating to the goods and/or services provided for such period as required by, generally accepted accounting principles, applicable law, and current industry standards. Vendor shall permit and cooperate with Wiz or any of Wiz's duly authorized representatives upon Wiz's written notice to examine and audit all Vendor's directly pertinent books, documents, papers, and records of Vendor involving transactions related to the applicable PO for the purpose of making audits and ensuring compliance with these Terms for the PO term plus a period of three (3) years after final payment under the applicable PO. Vendor shall refund to Wiz any overpayments disclosed by any audit. If the audit reveals an overcharge of five percent (5%) or more, Vendor will reimburse Wiz for the actual cost of the audit.

## **26. Assignment**

Vendor shall not assign this PO or any interest relating to this PO without Wiz's prior written consent, which shall not be unreasonably withheld, and any assignment made, with or without the knowledge of Wiz, shall be rendered null and void. Wiz may assign this PO to any affiliate, or successor in interest to all or any part of its operations without prior notice to Vendor.

## **27. Sale or Bankruptcy of Vendor's Business**

If, during the term of the applicable PO, any proceedings by or against Vendor, voluntary or involuntary, in bankruptcy or insolvency, or under the provisions of the Federal Bankruptcy Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of the property of Vendor, is commenced or threatened to be commenced, Wiz shall have the right to cancel this PO without notice and receive a pro-rata refund of any pre-paid fees within thirty (30) days.

## **28. Wiz Equipment / Property**

All equipment or material (including, without limitation, informational material) furnished by Wiz and all goods and services created by Vendor specifically for Wiz under the terms of this PO, including intellectual property, which is charged by the Vendor to Wiz shall, unless otherwise agreed to in writing, be the property of Wiz, shall be returned to Wiz at its written request, or permanently destroyed, and shall not be used by Vendor in any of its business except its business with Wiz under this or other POs.

## **29. Intellectual Property Rights**



Vendor assigns (now and in the future) to Wiz all intellectual property rights ("IPR") in any material created specifically for Wiz in the supply of goods and services created specifically for Wiz.

Vendor grants Wiz (and its contractors) a worldwide non-exclusive license for the term specified in the PO (and if not specified, perpetual and irrevocable) to use and copy all Vendor Materials and the IPR therein so that Wiz (and its contractors) can make full use of the goods and services for the benefit of Wiz. Vendor Materials means Vendor's pre-existing or concurrently developed materials and IPR delivered on a stand-alone basis or that may be incorporated into goods or services created for Wiz, such as, Vendor's software, data, content or other licensed items.

Vendor will obtain from its personnel all necessary written unconditional and irrevocable consents and waivers permitted by applicable law to any act or omission that would otherwise infringe any of their IPR or "moral rights" in goods or services whether occurring before or after a consent or waiver is given for the benefit of Wiz, its licensees, and successors in title.

### **30. Subcontractors**

Vendor shall not subcontract any of its obligations under these Terms and the associated PO, unless such subcontractor is pre-approved by Wiz in writing. If approved by Wiz, Vendor agrees to (a) impose on its subcontractors the same obligations imposed upon Vendor under these Terms and the associated PO, and (b) be responsible and liable for all acts of Vendor's subcontractors.

### **31. Waiver and Remedies**

No failure or delay on the part of Wiz in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy. Any waiver granted hereunder must be in a writing, duly signed by Wiz, and shall be valid only in the specific instance in which given. Except as may be expressly provided otherwise in these Terms or the applicable PO, no right or remedy conferred upon or reserved by either party under these Terms is intended to be, or shall be deemed, exclusive of any other right or remedy under these Terms, at law, or in equity, but shall be cumulative of such other rights and remedies.

### **32. Governing Law and Jurisdiction**

These Terms shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law rules and principles. Any claim, dispute or controversy between the parties shall be subject to the exclusive jurisdiction and venue of the courts located in New York, New York and each party hereby irrevocably submits to the personal jurisdiction of such courts and waives any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, equitable relief may be sought at any time in any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed.

### **33. Severability**

If any provision of these Terms or the applicable PO is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then: (a) the remaining provisions shall remain in full force and effect; and (b) the parties hereto agree that the court making such determination shall have the power to limit the provision, to delete specific words or phrases, or to replace the provision with a provision that is legal, valid and enforceable and that most closely approximates the original legal intent and economic impact of such provision, and these Terms and the applicable PO shall be enforceable as so modified in respect of such jurisdiction. In the event such court does not exercise the power granted to it as aforesaid, then such provision shall be ineffective solely as to such jurisdiction, and shall be substituted (in respect of such jurisdiction) with a valid, legal and enforceable provision that most closely approximates the original legal intent and economic impact of such provision.

### **34. Notices**

All legal notices required under this Agreement to either Wiz or Vendor must be delivered directed below. Notices are considered duly given upon receipt by the receiving party.

*Wiz:* Notices shall be sent to Wiz, Inc., 395 9th Ave., One Manhattan West, 52nd Floor, New York, New York 10001-8600 USA via certified mail or courier services provided by reputable and established companies with a copy emailed to [legalnotices@wiz.io](mailto:legalnotices@wiz.io)

*Vendor:* Notices shall be sent to the email address provided by Vendor or as otherwise specified by law.

Either party may change its designated notice address by issuing a written notice of the new address to the other party. For clarity, orders, POs, confirmations, invoices, and other documents relating to order processing and payment are not legal notices and may be delivered electronically in accordance with each party's standard ordering procedures.

### **35. No Additional Terms**

Any additional terms or conditions sent by Vendor and not expressly agreed to by Wiz in writing, whether printed, hyperlinked, provided as a click-through, or otherwise, in any product, software, invoice or other standardized business form, which purport to modify, supplement, or supersede these Terms, will be of no force or effect and will be deemed rejected by Wiz in their entirety.

### **36. Documentation**

All documentation, amendments, notices, orders, invoices, etc. covered by these Terms shall be written using the English language. The section and subsection headings used in these Terms are for convenience only and shall not be considered or relied upon in construing any provision of these Terms. Stenographic or clerical errors, whether in mathematical computations or otherwise, on any documentation delivered shall be subject to correction.