

Wiz Vendor Artificial Intelligence Terms

These Wiz Vendor Artificial Intelligence Terms form an integral part of the agreement under which Wiz purchased services from Vendor ("**Agreement**"). Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Agreement.

1. Definitions.

- a) "**AI Features**" means any use of AI in or to provide the Services;
- b) "**AI Content**" means AI Input and AI Output;
- c) "**AI Input**" means any input provided by or on behalf of Wiz to an AI System including any Wiz Information included in input;
- d) "**AI Output**" means any output generated and returned in response to an AI Input;
- e) "**AI System**" or "**AI**" means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments;
- f) "**Applicable Laws**" means all applicable laws and regulations relating to the use of AI;
- g) "**Generative AI**" means AI that can generate derived synthetic content, including text, images, video, and audio, that emulates the structure and characteristics of the system's training data;
- h) "**Training**" means training, fine-tuning, improving or developing of an AI System; and
- i) "**Wiz Information**" means collectively, (i) all information and data that is provided by Wiz or Wiz's personnel to Vendor (including through the services or accessed or processed by Vendor on behalf of Wiz, including any Personal Data, as defined in the DPA; (ii) all information and data relating to Wiz (and its affiliates, subsidiaries, customers, partners, employees, officers, vendors) or otherwise acquired by Vendor for Wiz or its affiliates, subsidiaries, customers, partners, employees, officers, suppliers, as a result of the Agreement, the services, or the Parties' performance under or in connection with the Agreement; (iii) all Wiz Confidential Information (as defined in the Agreement) and (iv) all modifications, derivatives and/or output of the data specified in (i), (ii) and (iii).

2. Use of AI.

- a) Vendor may utilize AI in providing the Services to Wiz provided that such use at all times complies with the terms of this Addendum and Applicable Laws.
- b) To the extent Vendor uses Generative AI to process Wiz Information in its provision of the Services, Vendor shall:
- c) only use private or self-hosted instances of such Generative AI;
- d) ensure that any third party Generative AI providers are Wiz Authorized Sub processors (as defined in the DPA) who are contractually bound not to use Wiz Information for Training;
- e) disclose to Wiz in writing (i) a description of Generative AI that is used within the Services; and (ii) the purpose for which the Generative AI is used; and
- f) comply with transparency obligations under Applicable Law with respect to use of Generative AI.

3. Use of Wiz Information. Vendor agrees that AI Input will be limited to only the data necessary to fulfill the Services provided to Wiz. Vendor will only use Wiz Information, including the AI Content, as necessary to provide the AI Features and will not use or allow any third party to use Wiz Information, including AI Content, for Training any AI System, without Wiz's prior written consent which must be via a signed amendment to this Agreement.

4. Input/Output; Ownership. Wiz shall own all AI Content; however, Wiz understands and acknowledges that the AI Features may produce similar responses to similar prompts by other Vendor's customers using similar AI Features functionality, and therefore, that certain intellectual property rights may not be enforceable. Vendor represents and warrants that it has the power and authority to grant all rights, including, but not limited to any intellectual property rights, and title to Output.

5. Third-Party Providers. Vendor will solely engage with third-party providers who contractually commit to using Wiz Information, including the AI Content, solely to provide the AI Features and that are bound by terms consistent with the terms herein. Vendor's use of AI does not subject Wiz to any third party terms and conditions.

6. Custom Model Training. To the extent Vendor allows Wiz to train Wiz's private instance of an AI model as part of the AI Features, Wiz Information used to train such private instance model will not be combined with other customers' data, will be solely used for the purposes of such private instance model and not for Vendor or any third party's benefit shall be destroyed upon termination of the Services.

7. Choice. Wiz shall have the option to opt out of the use of any AI Features at any time without derogating the overall quality of the Services.

8. Responsible and Secure AI.

a) Vendor warrants and represents that it implements secure, responsible and ethical practices with respect to the development and use of AI in the Services and at a minimum that it has reasonable industry standard procedures and policies in place to ensure that the development and use of AI is:

- i) valid and reliable;
- ii) safe;
- iii) secure and resilient;
- iv) accountable and transparent;
- v) explainable and interpretable;
- vi) privacy-enhanced; and
- vii) fair with harmful biases managed.

b) Vendor warrants and represents that it adheres to the OWASP Top Ten for LLM and Generative AI in the development and deployment of any AI utilized by Vendor in providing the Services to Wiz and Vendor shall implement appropriate controls to address each of the OWASP Top Ten for LLM and Generative AI risks.

9. Indemnification. Vendor shall indemnify and hold harmless Wiz and its officers, employees, directors, and agents from, and defend against, any and all claims, losses, liabilities, costs, and expenses, reasonable attorneys' fees, consultants' fees, and court costs (collectively, "**Covered Claims**"), to the extent that such Covered Claims arise from, or may be in any way attributable to:

- a) Wiz's authorized use of AI Features provided by Vendor;
- b) Wiz's use of Output, including but not limited to, any errors, inaccuracies, or harmful effects resulting from such use; and
- c) any infringement or alleged infringement of any intellectual property rights or other proprietary rights of a third party due to the use of AI Features or Output.