

WIZ OS TERMS

These Wiz OS Terms (the “**Wiz OS Terms**”) supplement and form part of the Wiz Subscription Agreement or other agreement entered into for Wiz services (the “**Agreement**”) by and between Wiz and Customer (each as defined in the Agreement) and apply to Customer’s use of the Wiz OS services (the “**Wiz OS Services**”). For the avoidance of doubt, the Wiz OS Services are part of the Wiz Services (or other similar term) described in the Agreement. Capitalized terms not defined in these Terms have the meanings given to them in the Agreement. In the event of any conflict between these Wiz OS Terms and the Agreement, these Wiz OS Terms will control with respect to the Wiz OS Services unless Customer and Wiz have separately entered into Wiz OS Terms which expressly states the Parties’ intent to amend the terms set forth herein, in which case Customer’s access to and use of the Wiz OS Services will be governed by such amended terms. Notwithstanding anything to the contrary, if the Wiz OS Services are identified as Preview Features within the Platform the preview terms in the Agreement shall apply to such Wiz OS Services for as long as they remain Preview Features.

1. RIGHT TO USE. Notwithstanding anything to the contrary in the Agreement, following termination or expiration of the Wiz OS Services, Customer is permitted to continue to use copies of Wiz OS images and additional packages (“**Wiz OS Software**”) that were provided to Customer as part of the Wiz OS Services prior to termination or expiry solely as part of Customer’s product offering or for Customer’s internal use, provided that Wiz shall not be responsible for updating, patching and/or maintaining such Wiz OS Software. The rights granted in this section shall not include the right to distribute the Wiz OS Software on a standalone basis.

2. OPEN SOURCE COMPONENTS. The Wiz OS Services may use or include third party open source software, files, libraries or components that may be distributed to Customer and are subject to third party open source license terms. A list of such components and their respective licenses are available at the Wiz OS registry as may be updated from time to time by Wiz at its sole discretion. If there is a conflict between any applicable open source license and these Wiz Terms, then the open source license terms shall prevail but solely in connection with the related third party open source software. Notwithstanding anything to the contrary in the Agreement, Wiz makes no warranty or indemnity hereunder with respect to such open source contained in the Wiz OS Services and Customer is responsible for reviewing and complying with the licenses of the open source components with respect to Customer’s specific usage of the Wiz OS Software.

3. MISCELLANEOUS. Notwithstanding anything to the contrary in the Agreement, Wiz may update these Wiz OS Terms, and such updates will be made available at <https://wiz.pactsafe.io/legal#os-terms> (or any successor page(s)). Except for any updates required to comply with applicable law, any updates to these Wiz OS Terms made after Customer’s acceptance shall become effective for Customer upon renewal of Customer’s then-current Subscription Term or upon the effective date of a new Order entered into by Customer.