

## WIZ SUBSCRIPTION AGREEMENT

BY ACCEPTING THIS AGREEMENT OR ACCESSING OR USING THE SERVICES, CUSTOMER IS ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT WITH RESPECT TO BOTH A FREE EVALUATION AND/OR A COMMERCIAL SUBSCRIPTION FOR THE SERVICES, UNLESS (A) CUSTOMER AND WIZ HAVE SEPARATELY ENTERED INTO AN NDA OR EVALUATION AGREEMENT (EITHER, A "POV AGREEMENT"), IN WHICH CASE CUSTOMER'S ACCESS TO AND USE OF THE SERVICES FOR THE TERM OF SUCH FREE EVALUATION ONLY (I.E., NOT A COMMERCIAL SUBSCRIPTION) WILL BE GOVERNED BY THE POV AGREEMENT, AND/OR (B) CUSTOMER AND WIZ HAVE SEPARATELY ENTERED INTO A SUBSCRIPTION AGREEMENT OR OTHER AGREEMENT GOVERNING A COMMERCIAL SUBSCRIPTION TO THIS SERVICES (EITHER, A "WSA"), IN WHICH CASE CUSTOMER'S ACCESS TO AND USE OF THE SERVICES FOR THE TERM OF SUCH COMMERCIAL SUBSCRIPTION WILL BE GOVERNED BY THE WSA.

IF CUSTOMER IS USING THE SERVICES AS A PROOF OF CONCEPT OR FOR EVALUATION PURPOSES, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND IN ACCORDANCE WITH THE TERMS OF SECTION ("EVALUATIONS") BELOW.

This Wiz Subscription Agreement (the "**Agreement**") is effective on the earlier of: the date of (i) the execution of an Order referencing this Agreement; or (ii) Customer's use of the Services (the "**Effective Date**"), by and between Wiz (as defined in Section 20 below) and the entity referenced in the Order or whose Permitted Users are agreeing to these terms and accessing the Services on such entity's behalf (the "**Customer**") (each, a "**Party**" and collectively, the "**Parties**"). Customer may use the Services (as defined below) subject to the terms below.

### 1. Ordering.

**1.1.** Customer may place an order for Services directly with Wiz via an order form (a "**Direct Order**"). Direct Orders may be entered into by Wiz (or certain Wiz Affiliates) with Customer or Customer Affiliates. A Customer Affiliate will have the right to enter into an Order referencing this Agreement which shall be deemed a separate agreement between such Customer Affiliate and Wiz on the terms of this Agreement. In such case, for purposes of such Order, such Customer Affiliate will be deemed to be the "Customer" hereunder. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and a Direct Order, this Agreement shall prevail (unless a Direct Order specifically states otherwise). "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**1.2.** If Customer has purchased a subscription pursuant to the terms hereof from a reseller or distributor authorized by Wiz (or certain Wiz Affiliates) ("**Partner**") to the extent there is any conflict between this Agreement and the agreement entered between Customer and the respective Partner, including any purchase order ("**Partner Order**"), then, as between Customer and Wiz, this Agreement shall prevail. Any rights granted to Customer in such Partner Order which are not contained in this Agreement apply only in connection with such Partner. An "**Order**" means a Direct Order or a Partner Order, as applicable.

### 2. Subscription.

**2.1. Access to the Services.** Subject to the terms and conditions of this Agreement (including payment obligations), Wiz hereby grants Customer and its Affiliates, in connection with each Order, a limited, non-exclusive, non-sublicensable, non-transferable and revocable (as provided herein) right to use Wiz's software offerings ("Platform") in object code form, during the corresponding Subscription Term (as defined in an Order), solely for Customer and its Affiliates' internal business purposes and in accordance with the subscriptions specified in the applicable Order. Unless otherwise indicated, the term "Platform" also includes all software, revisions, fixes, improvements and/or updates to the subscription type specified in an Order and any user manuals and documentation available within the Platform ("Documentation") provided to Customer in connection with the operation of the Platform. Customer may only use the Platform in accordance with the Documentation, subject to any use limitations indicated in an Order, and applicable laws and regulations. The Platform and any related services provided to Customer and detailed in an Order shall be referred to as the "Services".

**2.2. Service Level Agreement.** Wiz will provide its free Support Plan for the Services to Customer at no additional charge, and/or paid Support Plan if purchased, in accordance with Wiz's Customer Support Level Agreement available at <https://legal.wiz.io/legal#sla> and incorporated herein by reference ("SLA"). Wiz may update the SLA from time to time, provided that any such update will not materially degrade the Parties' rights and obligations thereunder during the then current Subscription Term.

**2.3 Service Specific Terms.** Customer's use of certain features, services or subscription types (each a "Specific Service") shall be subject to the applicable Service Specific Terms available at <http://www.wiz.io/legal/legal-hub> (or any successor page). In the event of any conflict or inconsistency between this Agreement and any Service Specific Terms, the Service Specific Terms shall prevail with respect to the Specific Service. In the event Customer begins using a new Specific Service, the Service Specific Terms that apply to such Specific Service shall become effective upon the earlier of (i) Customer's use of such Specific Services; (ii) receipt of such Specific Services or (iii) execution of an Order to the extent required for Customer's use of such Specific Service. Notwithstanding anything to the contrary, if the Specific Services are identified as Wiz Preview Features (as defined below) within the Platform, the Preview terms in this Agreement shall apply to such Specific Services for as long as they remain Preview Features.

**3. Fees.** The Services are conditioned on Customer's payment of the applicable fees as set forth in each Order ("Fees") and Wiz reserves the right, following at least thirty (30) days prior written notice to Customer, to suspend Customer's access to the Services for non or late payment of any amounts not subject to a good faith dispute. Except as set forth in this Agreement or a Direct Order, all Fees and other amounts paid pursuant to this Agreement and an Order are non-refundable and without right of set off. Unless otherwise specified in an Order: (i) Customer will pay all amounts due under this Agreement in U.S. Dollars currency, (ii) Fees for the entire Subscription Term set out in the applicable Order are due at the commencement of such Subscription Term and payable as described in the Order; (iii) all Fees are due and payable within thirty (30) days of the date of Wiz's invoice; (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 a subscription 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. Permitted Users.** The Platform may be accessed solely by Customer or its Affiliates' employees or service providers who are explicitly authorized by Customer to use the Platform (each, a "Permitted User"). Customer will (i) ensure that Permitted Users comply with the terms of this Agreement at all times, (ii) maintain the confidentiality and security of their Wiz account credentials, and (iii) be fully responsible for any acts or omissions by a Permitted User. Customer must promptly notify Wiz upon becoming aware of any unauthorized access to or use of the Platform.

**5. Prohibited Uses.** Except as specifically permitted herein, without the prior written consent of Wiz, Customer shall not, and shall not allow any Permitted User or any third party to, directly or indirectly: (i) copy, modify, create derivative works of or

distribute any part of the Platform (including by incorporation into its products); (ii) sell, license (or sub-license), lease, assign, transfer, pledge, or share Customer's rights under this Agreement with any third party; (iii) disclose the results of any testing or benchmarking of the Platform to any third party; (iv) disassemble, decompile, reverse engineer or attempt to discover the Platform's source code or underlying algorithms; (v) use the Platform for any use in competition with Wiz's Services; (vi) use the Platform in a manner that violates or infringes any rights of any third party; (vii) remove or alter any trademarks or other proprietary notices related to the Platform; or (viii) circumvent, disable or otherwise interfere with security-related features of the Platform or features that enforce use limitations.

## **6. Customer Data.**

**6.1. Rights in Customer Data.** As between the parties, Customer or its Affiliate(s), as applicable, owns and retains all right, title and interest (including all intellectual property rights) in and to any data or information that originates, resides on, or is otherwise processed through Customer or its Affiliate(s) systems and processed by Wiz in the provision of the Services (“Customer Data”). Customer has exclusive control and responsibility for determining what Customer Data it and its Permitted Users submit into the Services and for obtaining all necessary rights, consents and permissions for submission of Customer Data and processing instructions to Wiz. Customer hereby grants to Wiz a non-exclusive, worldwide, royalty-free right to use Customer Data solely to provide and support the Services and/or perform its rights and obligations under this Agreement.

**6.2. DPA.** If Customer Data contains personally identifiable information, to the extent applicable, the Parties shall comply with Wiz's Data Processing Agreement (“DPA”), which is available at <https://legal.wiz.io/legal#dpa> and forms an integral part of this Agreement.

**6.3. HIPAA Data.** Customer agrees not to process any Protected Health Information or other information that is subject to HIPAA (“HIPAA Data”) via the Services unless Customer has entered into a Business Associate Agreement (“BAA”) with Wiz. Wiz's Business Associate Agreement shall be provided to Customer upon request. Unless a BAA is in place, Wiz will have no liability under this Agreement for HIPAA Data, notwithstanding anything to the contrary in this Agreement or in HIPAA. Upon mutual execution of the BAA, the BAA is incorporated by reference into this Agreement.

## **7. Additional Service Terms.**

**7.1. Evaluations.** If Customer is using the Services for a free trial, proof of concept, evaluation, one-time assessment, or other similar purpose (“Evaluation”), such Evaluation is granted for a limited period of twenty-one (21) days, (or in the case of Wiz's One-time free assessment for up to seven (7) days), unless Wiz agrees to an extension and in each case solely for the purpose of evaluating and testing the Services to determine whether to purchase a subscription for Customer's internal use. Wiz may terminate Customer's access to and use of any Evaluation at any time. Evaluations are provided “as is” without guaranteed support levels, indemnification, or warranty of any kind, whether express, implied, statutory, or otherwise.

**7.2. Usage Data and Anonymized Data.** Customer acknowledges and agrees that Wiz may collect and process Usage Data for its internal business purposes including to develop, improve, support, secure and operate the Services, in each case without derogating from Wiz's confidentiality, data and security obligations hereunder and without identifying Customer or Customer Data to other customers or third parties which are not deemed Authorized Recipients under this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall restrict Wiz's use of Usage Data that has been anonymized (“Anonymized Data”). “Usage Data” means information related to the configuration, performance, security, access to and use of the Services including product usage and support metrics and logs and findings, metadata attributes, user requests, session data, telemetry data, threat intelligence or threat actor data and potentially malicious artifacts scanned or generated by the Services. Customer Data does not include Usage Data.

**7.3. Wiz Preview Features.** From time to time, Wiz may make beta, pilot, or early access features, services or functionality available to Customer on a beta-testing basis (“Wiz Preview Feature(s)”) to try at no charge. Wiz makes no representations or

warranties of any kind, whether express, implied, statutory, or otherwise regarding Wiz Preview Features, and Wiz shall have no liability of any kind arising out of or in connection with Wiz Preview Features. The SLA does not apply to Wiz Preview Features. Customer may choose to try Wiz Preview Features in its sole discretion, and Wiz, in its sole discretion, may (a) discontinue Wiz Preview Features at any time, and/or (b) elect not to make Wiz Preview Features generally available.

**7.4. Customer Integrations.** The Services may provide Customer with the ability to integrate certain functionalities of the Platform with Wiz approved applications or services separately provided to Customer by third parties (“**Third Party Services**”) via API integrations (“**Third Party Integrations**”); examples include ticketing and messaging applications, SIEM or SOAR tools, and security data management tools). Customer’s use of such Third Party Integrations is optional and Customer shall be required to take the steps set forth in the Documentation to enable a Third Party Integration. Customer acknowledges and agrees that: (a) the use of Third Party Services are subject to the terms and conditions agreed between Customer and each such Third Party Service provider; (b) Customer may be required to grant Wiz access to its Third Party Service account and/or to grant the Third Party Service provider access to its Wiz account; and (c) Customer Data may be transferred between Wiz and the Third Party Service provider as required and authorized by Customer for the interoperation with the Services. Since Wiz does not provide such third party applications or services, Wiz cannot guarantee the continued availability of such Third Party Integration and may cease supporting them at any time, including if the relevant third party ceases to make its application or service available for integration with the Services or changes the way it does so in a way that is not reasonably acceptable to Wiz. To the maximum extent permitted by law but without derogating from Wiz’s obligations under this Agreement, Wiz shall not bear and expressly disclaims all responsibility or liability of any kind relating to such Third Party Integrations, including, without limitation, for any disclosure of, access to or other processing of Customer Data by Third Party Service providers.

**7.5. AI.** To the extent Wiz utilizes artificial intelligence to provide features to Customer via the Platform (“**AI**”), Wiz shall not and shall not allow any third party to use Customer Data to train any AI without Customer’s prior written consent. Notwithstanding the foregoing, Customer Data may be used to train Customer tenant-specific AI models to provide customized findings and recommendations to Customer solely for Customer’s benefit. Customer acknowledges that other customers providing similar AI Input to the AI may receive the same or similar AI Output. For the avoidance of doubt, Customer retains all right, title and interest in Customer Data contained in AI Inputs and AI Outputs. Customer acknowledges and agrees that Customer is responsible for reviewing and validating AI Output for its needs and technical environment before electing to use AI Output. “**AI Input**” means any input provided to AI. “**AI Output**” means any output generated and returned by AI. NOTWITHSTANDING ANY CONTRARY PROVISION HEREIN, WIZ DOES NOT REPRESENT OR WARRANT THAT THE AI OUTPUT WILL BE ACCURATE, COMPLETE, ERROR-FREE, NON-INFRINGEMENTING OR FIT FOR A PARTICULAR PURPOSE.

**7.6. Wiz for U.S. Government.** If Customer purchases any services or products hosted in a Wiz for U.S. Government environment (or any other Wiz U.S. Government or Department of Defense environments), the same will be subject to the terms and conditions of the Wiz for U.S. Government Subscription Addendum available at <https://legal.wiz.io/legal#gov-subscription-addendum>.

**7.7. U.S. Government Customers.** The Parties agree that the U.S. Government Customer Addendum which is available at <https://legal.wiz.io/legal#us-gov>, and incorporated herein by this reference, shall apply if Customer is an entity of the United States Federal Government, or a state, local, or public education entity created by the laws of a state of the United States.

**8. Security.** The Parties shall comply with the Wiz Security Addendum which is available at <https://legal.wiz.io/legal#sec-addendum> (“**Security Addendum**”)

**9. Warranties.** Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not

conflict with other agreements to which it is bound or violate applicable law.

**10. Intellectual Property Rights.** All right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, and/or related to the Platform (and any and all improvements, enhancements, corrections, modifications, alterations, revisions, extensions and updates and derivative works thereof) and any other products, deliverables or services provided by Wiz; are and shall remain owned solely by Wiz or its licensors. This Agreement does not convey to Customer any interest in or to the Platform other than a limited right to use the Platform in accordance with Section 2 (*Subscription*). Nothing herein constitutes a waiver of Wiz's intellectual property rights under any law. Wiz reserves all rights not expressly granted herein to the Platform.

All written or oral comments, ideas, suggestions made by Customer to Wiz regarding the Services (including user experience, functionality, and performance of the Services; collectively, "**Feedback**") may be freely utilized by Wiz without attribution or compensation of any kind to Customer. Feedback shall not include any Customer Confidential Information, and Wiz shall not disclose the source of any Feedback.

**11. Confidentiality.** Each Party may have access to certain non-public information of the other Party or its Affiliates, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). The receiving Party will use the same standard of care to protect the disclosing Party's Confidential Information as it uses to protect its own Confidential Information, but no less than reasonable care. The receiving Party's obligations under this Section, with respect to any Confidential Information of the disclosing Party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving Party at the time of disclosure by the disclosing Party; (b) was disclosed to the receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving Party has become, generally available to the public; or (d) was independently developed by the receiving Party without access to, or use of, the disclosing Party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under this Agreement. The receiving Party shall only permit access to the disclosing Party's Confidential Information to its and/or its Affiliates' respective employees, consultants, affiliates, service providers, agents, partners, and subcontractors having a need to know such information, and who are bound by at least equivalent obligations of confidentiality and non-disclosure as those under this Agreement (such recipients being "**Authorized Recipients**"). The receiving Party is responsible for the compliance of its Authorized Recipients with the confidentiality and non-disclosure obligations of this Agreement. The receiving Party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order or a court of similar judicial or administrative body, provided that, to the extent permitted by applicable law, it notifies the disclosing Party of such required disclosure to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Notwithstanding the foregoing, each Party can disclose the terms and existence of this Agreement to third parties in connection with a due diligence review (i.e., a potential investment in a Party or a going-public transaction) subject to such third parties being bound by at least equivalent obligations of confidentiality and non-disclosure as those under this Agreement. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party.

**12. LIMITED WARRANTIES.** Wiz represents and warrants that the Platform shall substantially perform in conformance with its Documentation. As the Customer's sole and exclusive remedy and Wiz's sole liability for breach of this warranty, Wiz shall use commercially reasonable efforts to repair the Platform and, if Wiz cannot do so within a reasonable time, not to exceed 30 days, Customer may terminate this Agreement and receive a pro-rata refund of any amounts pre-paid by Customer for the remaining unused period of the Term. The warranty set forth shall not apply if the failure of the Platform results from or is otherwise attributable to Customer or its Permitted User's acts or omissions in violation of this Agreement. Wiz shall not be liable for any inaccuracy in the Service's output and/or delay and/or unavailability of the Services, caused due to (a) failure of

Customer's Internet access or any public telecommunications network, or shortage of adequate power, and/or (b) maintenance within the Customer's systems affecting the operation of the Platform. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM, ITS RELATED SERVICES AND ANY OUTPUT RESULTED FROM THE USE OF THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WIZ DOES NOT WARRANT THAT: (i) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR (ii) THE SERVICES WILL OPERATE ERROR-FREE. EXCEPT AS SET FORTH IN THIS AGREEMENT, WIZ EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE.

WIZ SHALL NOT BE RESPONSIBLE FOR ANY WARRANTIES AND REPRESENTATIONS MADE BY ANY PARTNER TO CUSTOMER, AND SUCH WARRANTIES AND REPRESENTATIONS ARE THE SOLE RESPONSIBILITY OF SUCH PARTNER.

**13. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT:

(A) CONSEQUENTIAL DAMAGES WAIVER. NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, OR PROFITS, DATA, OR DATA USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

(B) GENERAL LIABILITY CAP. EACH PARTY'S AND ITS AFFILIATES' MAXIMUM LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE), SHALL NOT EXCEED THE TOTAL FEES ATTRIBUTABLE UNDER THE APPLICABLE ORDER TO THE TWELVE MONTH PERIOD OF THE CURRENT SUBSCRIPTION YEAR IN WHICH THE EVENT GIVING RISE TO SUCH CLAIM OCCURS ("**GENERAL LIABILITY CAP**").

(C) EXPANDED LIABILITY CAP. SECTIONS 13(A) (CONSEQUENTIAL DAMAGES WAIVER) AND 13(B) (GENERAL LIABILITY CAP) WILL NOT APPLY TO EXCLUDED CLAIMS OR PROTECTED INFORMATION CLAIMS. IN THE CASE OF PROTECTED INFORMATION CLAIMS (DEFINED BELOW), EACH PARTY'S AND ITS AFFILIATES' MAXIMUM LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED TWO TIMES (2X) THE TOTAL FEES ATTRIBUTABLE UNDER THE APPLICABLE ORDER TO THE TWELVE MONTH PERIOD OF THE CURRENT SUBSCRIPTION YEAR IN WHICH THE EVENT GIVING RISE TO SUCH CLAIM OCCURS ("**EXPANDED LIABILITY CAP**").

(D) NATURE OF CLAIMS. THE PARTIES AGREE THAT SECTION 13 WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(E) DEFINITIONS. "**EXCLUDED CLAIMS**" MEANS (I) WIZ'S EXPRESS INDEMNIFICATION OBLIGATIONS UNDER SECTION 14 FOR IP INFRINGEMENT CLAIMS; AND/OR (II) ANY DAMAGES ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT; AND/OR (III) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED BY LAW. "**PROTECTED INFORMATION CLAIMS**" MEANS ANY DAMAGES ARISING FROM A PARTY'S BREACH OF SECTION 6 (CUSTOMER DATA), SECTION 8 (SECURITY), AND/OR SECTION 11 (CONFIDENTIALITY).

**14. Indemnification.** Wiz agrees to defend, at its expense, any third party action or suit brought against the Customer alleging that the Platform, when used as permitted under this Agreement and each respective Order or Partner Order (as the case may be), infringes intellectual property rights of a third party (“**IP Infringement Claim**”); and Wiz will pay any damages awarded in a final judgment against the Customer that are attributable to any such claim, or that are otherwise agreed in a settlement with the prior written consent of Wiz, provided that (i) the Customer promptly notifies Wiz in writing of such claim; (ii) the Customer grants Wiz the sole authority to handle the defense or settlement of any such claim and provides Wiz with all reasonable information and assistance, at Wiz’s expense; and (iii) the Customer refrains from admitting any liability or otherwise compromising the defense in whole or in part, without the express prior written consent of Wiz. Wiz will not enter into any settlement that imposes any legal liability or financial obligation on Customer without Customer’s prior written consent.

If the Platform becomes, or in Wiz’s opinion is likely to become, the subject of an IP Infringement Claim, then Wiz may, at its sole discretion: (a) procure for the Customer the right to continue using the Platform; (b) replace or modify the Platform to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Wiz’s reasonable efforts, then Wiz or Customer may terminate all affected Orders and Wiz shall provide a pro-rata refund for any amount pre-paid by Customer for the remaining unused period of the Term.

Notwithstanding the foregoing, Wiz shall have no responsibility for IP Infringement Claims to the extent resulting from or based on: (i) modifications to the Platform made by a party other than Wiz; (ii) the Customer’s failure to implement software updates provided by Wiz specifically to avoid infringement; (iii) combination or use of the Platform with software not supplied by Wiz or not in accordance with the Documentation or (iv) AI Output.

This Section states Wiz’s entire liability, and Customer’s exclusive remedy, for claims or alleged or actual infringement.

**15. Term.** This Agreement shall enter into force and effect on the Effective Date and, unless earlier terminated in accordance with Section 16, shall remain in full force and effect until all Orders expire or are terminated (the “**Term**”).

**16. Termination.** Either Party may terminate an Order and/or this Agreement for cause with immediate effect if (a) the other Party breaches any material term or condition of an Order and/or this Agreement, and (b) such breach remains uncured thirty (30) days after the breaching Party receives written notice thereof. Upon termination or expiration of this Agreement and/or an Order: (i) all rights granted to Customer in the Platform shall expire, and Customer shall discontinue any further use and access thereof including deinstalling any Wiz provided software; (ii) Customer shall immediately delete and dispose of all copies of the Documentation in Customer’s or any of its representatives’ possession or control; (iii) Wiz shall make available any Customer Data in Wiz’s possession available for Customer to download via the Platform for up to 90 days; and (iv) in the event of termination by Customer for cause, Customer shall receive a pro-rata refund of any amounts pre-paid by Customer for the remaining unused period of the Term. Thereafter, Wiz shall delete such Customer Data, provided that Wiz may retain Customer Data (a) stored in backups for a limited period of time in accordance with its industry standard customer deletion and backup policy or (b) as otherwise required by applicable law, and in either case, any Customer Data so retained shall remain subject to the confidentiality, privacy and security obligations in this Agreement. Section 5 (*Prohibited Uses*), Section 6 (*Customer Data*), Section 7 (*Additional Service Terms*), Section 8 (*Security*), Section 10 (*Intellectual Property Rights*), Section 11 (*Confidentiality*), Section 12 (*Limited Warranties*), Section 13 (*Limitation of Liability*), Section 16 (*Termination*), Section 20 (*Contracting Entity*) and Section 21 (*Miscellaneous*) shall survive termination or expiration of this Agreement for any reason.

**17. Customer Reference.** Unless stated otherwise in an Order, Wiz shall not use Customer’s name to identify Customer as a customer of Wiz on Wiz’s websites or public marketing materials without Customer’s prior written consent.

**18. Export Compliance.** The Services may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not on any U.S. government denied-party list. Customer will not permit any Permitted User to access or use any Service in Belarus, Burma/Myanmar, Russia, Lebanon, Syria Libya, Iraq or in a U.S.

embargoed country or region (currently the Crimea, Luhansk, Kherson, Zaporizhzhia or Donetsk regions, Cuba, Iran, North Korea, or Sudan) or as may be updated by Wiz from time to time to the extent required by applicable export law or regulation.

**19. Insurance.** Wiz agrees to maintain no less than the following amounts of insurance during the Term of this Agreement: (a) \$2,000,000 USD in commercial general liability (or equivalent), per occurrence and in the aggregate; (b) \$5,000,000 USD in technology errors and omissions/professional liability combined with cyber liability insurance, per occurrence and in the aggregate. All insurance policies will be issued by insurance companies with an AM Best Rating of no less than A-VII. Upon receipt of a written request, Wiz will provide Customer with a copy of its certificate of insurance evidencing the foregoing coverage.

**20. Contracting Entity.** For the purposes of this Agreement “**Wiz**” means Wiz Inc., a company incorporated under the laws of the State of Delaware, having its principal place of business at One Manhattan West, 52nd Floor, New York, NY 10001 or its Affiliates, as applicable. For clarity, unless a Direct Order specifies otherwise, the Wiz entity contracting with Customer hereunder will be (i) Wiz, Inc., if Customer is located outside of the UK or Europe or is purchasing via a cloud service provider marketplace; or (ii) Wiz Cloud Limited, a private limited company under the laws of England and Wales, if Customer is located in the UK or Europe and not purchasing via a cloud service provider.

**21. Miscellaneous.** This Agreement, including any Order(s) and any exhibits or other terms attached or referred hereto, represents the complete agreement concerning the subject matter hereof and, except as otherwise specified herein, may be amended only by a written agreement executed by both Parties. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous oral or written understandings, agreements and statements by the Parties with respect to such subject matter, including prior non-disclosure agreements or evaluation agreements. Without limiting the generality of the foregoing, this Agreement supersedes any terms or conditions (whether printed, hyperlinked, or otherwise) in any Customer's purchase order or other standardized business forms, which purport to supersede, modify or supplement this Agreement. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either Party to its Affiliate or in connection with a merger, consolidation, sale of all of the equity interests of the Party, or a sale of all or substantially all of the assets of the Party to which this Agreement relates. Customer acknowledges that Wiz has entered into a merger agreement to be acquired by Google LLC (the “**Transaction**”). Customer consents to the change of control and/or assignment that will occur on Transaction closing, agrees that the same will not constitute a breach of this Agreement, and waives any right to terminate this Agreement solely due to the Transaction. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns. This Agreement shall be governed by and construed under the laws of the State of New York, without reference to principles and laws relating to the conflict of laws. The competent courts of New York City, New York shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party will be liable for any delay or failure to perform its obligations hereunder resulting from circumstances or causes beyond its reasonable control including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities' actions, acts of terrorism, earthquakes, or power outages. From time to time, Wiz may modify this Agreement. Unless otherwise specified by Wiz, changes become effective for Customer upon renewal of the then-current Subscription Term or upon the effective date of a new Order after the updated version of this Agreement 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

Agreement before renewing a Subscription Term or upon the effective date of a new Order, and in any event continued use of any Wiz Services after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version.

*This version was published on: 20 January 2026*

*Previous versions of this agreement prior to 27 August 2024 may be found [here](#).*