

WIZ ATTACK SURFACE MANAGEMENT TERMS

These Wiz Attack Surface Management Terms (the “**ASM 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 Wiz’s Attack Surface Management features as further described in the Documentation (the “**ASM Features**”). For the avoidance of doubt, the ASM Features 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 ASM Terms and the Agreement, these ASM Terms will control with respect to the ASM Features unless Customer and Wiz have separately entered into ASM 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 ASM Features will be governed by such amended terms. Notwithstanding anything to the contrary, if the ASM Features are identified as Preview Features within the Platform the preview terms in the Agreement shall apply to such ASM Features for as long as they remain Preview Features.

1. ASM FEATURES. REPRESENTATIONS AND WARRANTIES.

- a. In order to provide the ASM Features, Wiz will use various methods to check and validate exposed assets relating to environments or resources that Customer connects or adds to the Platform (“**Environment(s)**”), which may include actively interacting with such Environment(s). Wiz will use commercially reasonable efforts to manage risk to the Environments, however, due to the nature of the ASM Features, Customer acknowledges and agrees that the ASM Features may result in changes or disruptions to the Environment(s) added for use with the ASM Features (“**Disruptions**”).
- b. Customer warrants and represents for the duration of its use of the ASM Features that:
 - i. Wiz’s provision of the ASM Features to Customer is at Customer’s request and with Customer’s full consent, authorization and permission;
 - ii. Customer has all necessary rights, title and authorizations to instruct Wiz to provide the ASM Features with respect to all Environments that Customer adds to the ASM Features;
 - iii. Customer will not add any Environments belonging to a third party for use with the ASM Features without first obtaining such third party’s required consent;
 - iv. Customer’s use of the ASM Features will comply with all applicable laws and will not infringe any intellectual property rights of any third party; and
 - v. Customer will notify Wiz if it receives a request from any third party to cease using the ASM Features in respect of any Environment and will stop using the ASM Features in respect of such Environments without undue delay.

2. INDEMNIFICATION AND LIMITATION OF LIABILITY.

- a. CUSTOMER AGREES THAT IT SHALL BE SOLELY LIABLE FOR ANY LIABILITIES, DAMAGE, COSTS, FEES AND EXPENSES ARISING OUT OF OR RESULTING FROM A THIRD PARTY CLAIM (INCLUDING ANY CLAIMS FROM ANY THIRD PARTY OWNERS OR LICENSORS OF THE ENVIRONMENT) AGAINST WIZ RELATING TO ANY ENVIRONMENT THAT CUSTOMER ADDS FOR USE WITH THE ASM FEATURES OR RELATING TO CUSTOMER’S BREACH OF ITS REPRESENTATIONS AND WARRANTIES IN SECTION 1.2 HEREIN.
- b. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, (I) CUSTOMER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL CLAIMS NOW OR IN THE FUTURE AGAINST WIZ IN CONNECTION WITH THE ASM FEATURES UNDER ANY CAUSE OF ACTION RELATING TO UNAUTHORIZED ACCESS OR USE OF THIRD PARTY NON-WIZ TECHNOLOGY SYSTEMS,

INCLUDING BUT NOT LIMITED TO CLAIMS UNDER THE COMPUTER FRAUD AND ABUSE ACT (18 U.S.C. SECTION 1030); AND (B) WIZ WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES RELATING TO THE ASM FEATURES (INCLUDING FOR LOST PROFITS, LOST OPPORTUNITIES, DELAYS, ERRORS, OR INTERRUPTIONS) OR FOR ANY DISRUPTIONS CAUSED BY THE ASM FEATURES FUNCTIONING AS INTENDED, EVEN IF WIZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS MODIFIED IN THIS SECTION 2.2., THE LIMITATION OF LIABILITY SET FORTH IN THE AGREEMENT WILL APPLY.

3. MISCELLANEOUS.

- a. These ASM Terms will survive termination of the Agreement.
- b. Notwithstanding anything to the contrary in the Agreement, Wiz may update these ASM Terms, and such updates will be made available at www.wiz.io/legal/legal-hub (or any successor page(s)). Except for any updates required to comply with applicable law, any updates to these ASM Terms made after Customer's acceptance of these Terms 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.