

## DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") forms part of the agreement for services entered into between the Parties ("**Agreement**") between Wiz, Inc. and its Affiliates ("**Wiz**") and the Service Provider, as set out in the Agreement ("**Service Provider**") acting on its own behalf and as agent for each Service Provider Affiliate and (each, a "**Party**" and, collectively, the "**Parties**"). In consideration of the mutual obligations set out herein, the Parties hereby agree that the terms and conditions set out below shall be added as an DPA to the Agreement.

### 1. DEFINITIONS

1.1 In this DPA, the following terms shall have the meanings set out below:

1.1.1 "**Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with a Party, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;

1.1.2 "**Authorised Subprocessors**" means (a) those Subprocessors set out in Annex 3 (Authorised Subprocessors); and (b) any additional Subprocessors engaged in accordance with Section 6;

1.1.3 "**Data Protection Laws**" shall mean all laws, statutes, regulations, binding guidelines and/or instructions of the Extended EEA Countries, the United States, Canada, Japan, India, Singapore and Israel, and the laws of any other country to the extent applicable to the Processing of Wiz Personal Data, including without limitation, the GDPR, the UK GDPR, the PPL and US Privacy Laws.

1.1.4 "**Delete**" means the removal or obliteration of Personal Data such that it cannot be recovered or reconstructed;

1.1.5 "**EEA**" means the European Economic Area;

1.1.6 "**Extended EEA Countries**" means the EEA, Switzerland and the United Kingdom;

1.1.7 "**Extended non-EEA Country**" means Switzerland, or the United Kingdom;

1.1.8 "**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

1.1.9 "**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Wiz Personal Data transmitted,

stored or otherwise Processed, or any part thereof or other event that could reasonably be expected to compromise the privacy, confidentiality, integrity, or availability of Wiz Personal Data including any compromise to the integrity of the Wiz as such term or substantially equivalent term may be defined in Data Protection Laws;

1.1.10 **"Process/Processing", "Data Controller", "Data Processor", "Data Subject", "Personal Data" and "Special Categories of Personal Data", "Business" and "Service Provider"** shall have the same meaning that such term or substantially equivalent term may be defined in Data Protection Laws;

1.1.11 **"PPL"** means Israel's Protection of Privacy Law 5741-1981 and the regulations promulgated thereunder;

1.1.12 **"Restricted Transfer"** means either (i) a transfer of Wiz Personal Data from Wiz or any Wiz Affiliate (**"Transferor"**) to Service Provider or any Service Provider Affiliate (**"Transferee"**); or (ii) an onward transfer from Service Provider or Service Provider Affiliate to a Subprocessor (also a **"Transferee"**), in each case where: such transfer would be prohibited by Data Protection Laws in the absence of the SCCs to be established under Section 12 below, or, in jurisdictions where SCCs are not recognized, such transfer would be prohibited by Data Protection Laws if a mechanism offering sufficient safeguards on data protection for Personal Data to be transferred was not implemented. For clarity, where a transfer of Personal Data from one country to another country is of a type authorised by Data Protection Laws in the exporting country for example in the case of transfers from within the European Union to a country or scheme which is approved by the European Commission as ensuring an adequate level of protection or any transfer which falls within a permitted derogation, such transfer shall not be a Restricted Transfer for the purposes of this DPA;

1.1.13 **"Services"** means the services to be supplied by Service Provider and/or Service Provider Affiliates to Wiz and/or Wiz Affiliates pursuant to the Agreement;

1.1.14 **"SCCs"** means (i) the "standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council adopted by the European Commission decision of 4 June 2021" and published under document number C (2021) 3972 available here as updated, amended, replaced or superseded from time to time by the European Commission; or (ii) where required from time to time by a Supervisory Authority for use with respect to any specific Restricted Transfer, any other set of contractual clauses or other similar mechanism approved by such Supervisory Authority or by Data Protection Laws for use in respect of such Restricted Transfer, as updated, amended, replaced or superseded from time to time by such Regulatory Authority or Applicable Laws;

1.1.15 **"Subprocessor"** means any Data Processor (including any third party and any Service Provider Affiliate) appointed by Service Provider to Process Wiz Personal Data on behalf of Wiz or any Wiz Affiliate;

1.1.16 **"Supervisory Authority"** means the competent supervisory authority pursuant to the applicable Data Protection Laws;

1.1.17 **"Third Country"** means a country not deemed adequate to receive the Personal Data under the Data Protection Laws of the applicable Extended EEA Country;

1.1.18 **"Transferred Personal Data"** means Personal Data that is the subject of a Restricted Transfer between a Transferor and Transferee;

1.1.19 **"UK GDPR"** means the retained law version of the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419);

1.1.20 **"US Privacy Laws"** means the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq., as amended by the California Privacy Rights Act of 2020 along with any associated regulations ("CCPA"); the Virginia Consumer Data Protection Act ("VCDPA"); the Colorado Privacy Act; and any similar U.S. laws governing data privacy and security once effective.

1.1.21 **"Wiz Personal Data"** means the data described in Annex 1 and any other Personal Data Processed by Service Provider or any Service Provider Affiliate on behalf of Wiz or any Wiz Affiliate pursuant to or in connection with the Agreement or provided by Wiz or any Wiz Affiliate to Service Provider or any Service Provider Affiliate.

1.1.22 **"Wiz Information"** means collectively, (i) all information and data that is provided by Wiz or Wiz's personnel to Service Provider (including through the services or accessed or processed by Service Provider on behalf of Wiz, including any Wiz Personal Data; (ii) all information and data relating to Wiz (and its affiliates, subsidiaries, customers, partners, employees, officers, vendors) or otherwise acquired by Service Provider 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).

1.1.23 **"Wiz Systems"**- means any software, computing device or network operated by or on behalf of Wiz.

1.2 The terms used in this DPA shall have the meanings set forth herein. Except as modified below, the terms of the Agreement shall remain in full force and effect.

## 2. SUBJECT MATTER

2.1 In the course of providing the Services to Wiz and Wiz Affiliates pursuant to the Agreement, Service Provider may Process Wiz Information on behalf of Wiz. Service Provider agrees to comply with the

provisions in this DPA, the Agreement and Data Protection Laws with respect to the Processing of Wiz Information.

2.2 Service Provider represents and warrants that, as of the Effective Date, it provides sufficient guarantees to implement appropriate technical and organisational measures in such a manner that Processing of Wiz Personal Data will meet the requirements of the Data Protection Laws and ensure the protection of the rights of the Data Subjects including to provide the same level of privacy protection as is required by Data Protection Laws.

2.3 In addition, Service Provider represents and warrants that all responses provided to Wiz in the security, privacy and compliance questionnaire are accurate and complete and such responses shall be deemed incorporated by reference to this DPA. Service Provider agrees to promptly notify Wiz of any material changes to its responses during the Term of the Agreement.

### **3. PROCESSING OF WIZ PERSONAL DATA**

3.1 The Parties acknowledge and agree that with regard to the Processing of Wiz Personal Data, Wiz is the Data Controller / Business and Service Provider is the Data Processor / Service Provider. Service Provider shall only Process Wiz Personal Data in accordance with Wiz's instructions and Data Protection Laws for the specific purposes set out in Annex 1 to this DPA and shall not Process Wiz Personal Data or disclose or permit the disclosure of Wiz Personal Data to any third party other than in accordance with Wiz's documented instructions unless such Processing is required by Data Protection Laws to which Service Provider is subject, in which case Service Provider shall, to the extent permitted by Data Protection Laws, inform Wiz of that legal requirement before Processing that Personal Data. Service Provider shall immediately inform Wiz if it is unable to comply with Wiz's instructions or if it considers an instruction to be unlawful or if it makes a determination that it cannot comply with its obligations under Data Protection Laws.

3.2 Without limiting the foregoing, Service Provider shall not Sell or Share (as defined by applicable US Privacy Laws) any Wiz Personal Data, combine any Wiz Personal Data with Personal Data from other sources or Process, retain, use, or disclose, Wiz Personal Data outside of the direct business relationship between the Parties. Service Provider will not attempt to (i) re-identify any pseudonymized, anonymized, aggregate, or de-identified personal data or (ii) link or otherwise create a relationship between Wiz Personal Data and non-personal data or any other data, without Wiz's express authorization. Service Provider will provide the same level of protection for personal data as is required under the applicable Data Protection Laws as applicable to Wiz.

3.3 Service Provider, its employees, contractors and agents shall not collect or request to receive Wiz Personal Data directly from Data Subjects, except where required by Wiz or Data Protection Laws. If and where Service Provider obtains or collects Personal Data on behalf of Wiz it shall: (a) comply with all Data Protection Laws in connection with such collection (b) ensure that its collection process involves the

provision of a data protection notice, preapproved by Wiz. informing the Data Subject of (i) the identity of Wiz and the relevant Data Controller(s)), (ii) the identity of any data protection representatives that Wiz may have appointed, (iii) the purpose or purposes for which their Personal Data will be Processed, and (iv) any other information which is necessary having regard to the specific circumstances in which the Personal Data is, or is to be, Processed to enable Processing in respect of the Data Subject and, (c) where required by Data Protection Laws, shall ensure that it obtains all necessary consents for the Processing of Personal Data and retains evidence of such consents.

3.4 Service Provider represents and warrants that it is not, and has never been, subject to civil or criminal litigation, or government investigation, or consent decree, judgment, or order, regarding data privacy or information security, and that it has not suffered any material security breach or, if it has, that it has disclosed information regarding such security breach(es) to Wiz.

3.5 Service Provider certifies that it understands and will comply with its obligations under the DPA, including in this Section 3. If Service Provider is unable to comply with the DPA or applicable Data Protection Laws, Service Provider certifies it will immediately provide written notification of such inability to comply to. Such notice shall entitle Wiz to terminate the Agreement (or, at Wiz's option, affected statements of work, order forms, and like documents thereunder) and receive a prompt pro-rata refund of any prepaid amounts thereunder.

3.6 The Parties agree that Annex 1 hereto shall satisfy any requirement under applicable Data Protection Law to provide details regarding the nature of the Processing activities related to Wiz's Personal Data.

#### **4. PERSONNEL**

4.1 Service Provider shall take reasonable steps to ensure the reliability of any employee, agent or contractor of Service Provider and/or Service Provider Affiliates who may have access to the Wiz Information, ensuring in each case that access is strictly limited to those individuals who need to access the relevant Wiz Information, as necessary for the purposes set out in Section 3.1 above in the context of that individual's duties to Service Provider, ensuring that all such individuals:

4.1.1 undergo background checks in accordance with applicable laws;

4.1.2 are informed of the confidential nature of the Wiz Information and are aware of Service Provider's obligations under this DPA and the Agreement in relation to the Wiz Information;

4.1.3 have undertaken appropriate training in relation to Data Protection Laws;

4.1.4 are subject to confidentiality undertakings or professional or statutory obligations of confidentiality; and

4.1.5 are subject to user authentication processes when accessing the Wiz Information.

## **5. TECHNICAL AND ORGANIZATIONAL MEASURES AND RECORD-KEEPING**

5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Service Provider shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including the measures referred to in Article 32(1) of the GDPR and other applicable Data Protection Laws, and at minimum the criteria specified in Wiz's Vendor Security and Data Protection Minimum Requirements available at: <https://legal.wiz.io/legal#vendor-security-requirements>, to the extent applicable to the Services. Service Provider shall provide reasonable assistance to Wiz with regard to ensuring Wiz's compliance with its own obligations related to its security measures (including, without limitation, as required by Article 32 of the GDPR). Service Provider shall demonstrate the implementation of such measures upon Wiz's request.

5.2 In assessing the appropriate level of security, Service Provider shall take account in particular of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Wiz Information transmitted, stored or otherwise Processed.

5.3 Service Provider certifies that: (i) it has not and will not create back doors (non-transparent access capabilities) or similar programming that could be used to access to its systems and/or Wiz Information; (ii) it has not and will not change its business processes in a way which facilitates unauthorized access to its systems and/or Wiz Information; and (iii) applicable law does not require Service Provider to create or maintain back doors or to facilitate unauthorized access to its systems and/or Wiz Information or for Service Provider to be in possession of or to hand over to any third party keys to decrypt Wiz Information.

5.4 Service Provider shall keep records relating to its Processing activities under this DPA in compliance with the Data Protection Laws and shall make them available to Wiz upon Wiz's request.

## **6. SUBPROCESSORS**

6.1 As at the DPA Effective Date, Wiz hereby authorises Service Provider to engage those Subprocessors set out in Annex 3 (Authorised Subprocessors).

6.2 Service Provider shall specifically inform the Wiz in writing by emailing [privacy@wiz.io](mailto:privacy@wiz.io) of any intended changes to the list of Authorised Subprocessors through the addition or replacement of Subprocessors at least 30 days in advance, thereby giving Wiz sufficient time to be able to object to such changes prior to the engagement of the Subprocessor(s). Service Provider shall provide Wiz with details of the Processing to enable Wiz to exercise its right to object. In the event Wiz reasonably objects to a Subprocessor, Service Provider will use reasonable efforts to make available to Wiz a change in the Services to avoid Processing of Personal Data by the objected-to Subprocessor without unreasonably burdening Wiz. If Service Provider is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Wiz may terminate the Agreement and this DPA by providing written notice to Service Provider.

6.3 With respect to each Subprocessor, Service Provider shall:

6.3.1 carry out adequate due diligence on each Subprocessor to ensure that it is capable of providing the level of protection for Wiz Personal Data as is required by this DPA including without limitation sufficient guarantees to implement appropriate technical and organisational measures in such a manner that Processing will meet the requirements of the Data Protection Laws and this DPA;

6.3.2 include terms in the contract between Service Provider and each Subprocessor which are substantially the same as those set out in this DPA. Upon request, Service Provider shall provide a copy of its agreements with Subprocessors to Wiz (provided that any confidential information may be redacted);

6.3.3 insofar as that contract involves a Restricted Transfer, Service Provider shall execute SCCs where applicable, or ensure there is another lawful mechanism in place enabling the Restricted Transfer pursuant to the applicable Data Protection Laws; and

6.3.4 remain fully liable to Wiz for any failure by each Subprocessor to fulfil its obligations in relation to the Processing of any Wiz Personal Data.

## **7. DATA SUBJECT RIGHTS & COMPLAINTS/CLAIMS**

7.1 Taking into account the nature of the Processing, Service Provider shall assist Wiz by implementing appropriate technical and organisational measures to facilitate the fulfilment of Wiz's obligations to respond to requests for exercising Data Subject rights laid down in the Data Protection Laws.

7.2 Service Provider shall promptly (and in any event not later than three days following receipt), notify Wiz if it receives a request from a Data Subject under any Data Protection Laws in respect of Wiz Personal Data, shall not respond to the request unless it has the prior written authorization of Wiz to do so and shall comply with Wiz's instructions.

7.3 Service Provider shall, to the extent legally permitted, promptly notify Wiz upon receiving any enquiries or requests of Supervisory Authorities or other law enforcement or governmental authorities relating to the Personal Data and shall direct such authorities to Wiz as the Controller of the Personal Data. Service Provider shall not provide any information in response to such request unless it is legally required to do so or otherwise approved by Wiz in writing. To the extent Service Provider is not legally permitted to notify Wiz of such request, Service Provider will (i) review each request on a case-by-case basis; (ii) use reasonable efforts to request that the confidentiality requirement be waived to enable Service Provider to notify Wiz; (iii) use available legal mechanisms to challenge any demands for the Personal Data access it receives; and (iv) maintain evidence of any such attempt to have a confidentiality requirement waived.

## **8. PERSONAL DATA BREACH**

8.1 Service Provider shall notify Wiz without undue delay, and in any case within forty-eight (48) hours, upon becoming aware of or reasonably suspecting a Personal Data Breach, providing Wiz with sufficient information which allows Wiz to meet its respective obligations under the Data Protection Laws. Such notification shall as a minimum: (i) the details of a contact point where more information can be obtained, (ii) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and, (iii) the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

8.2 Service Provider shall take appropriate measures to address any Personal Data Breach, including measures to mitigate its adverse effects and shall reimburse Wiz for any costs, expenses or fines incurred as a result of any Personal Data Breach.

8.3 Service Provider shall not inform any third party that Wiz Personal Data has been impacted by any Personal Data Breach without first obtaining Wiz's prior written consent unless notification is required Data Protection Laws to which Service Provider is subject. In such case Service Provider shall, to the extent permitted by such law, inform Wiz of that legal requirement, provide a copy of the proposed notification, and consider any comments made by Wiz prior to publishing such notification.

## **9. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION**

Service Provider shall provide reasonable assistance to Wiz with any data protection impact assessments which are required under Data Protection Laws and with any prior consultations to any Supervisory Authority of Wiz which are required under Data Protection Laws, in each case solely in relation to Processing of Wiz Personal Data by Service Provider on behalf of Wiz and taking into account the nature of the Processing and information available to Service Provider.

## **10. DELETION OR RETURN OF WIZ PERSONAL DATA**

10.1 Upon termination of the Agreement, or if later, the cessation of Processing of Wiz Data by Service Provider, or otherwise upon Wiz's request, Service Provider shall, at Wiz's choice: (a) Delete and procure the Deletion of all other copies of Wiz Personal Data Processed by Service Provider or any Authorised Subprocessor; and/or (ii) return a complete copy of all Wiz Personal Data to Wiz in a mutually agreed industry standard format. Upon Wiz's request, Service Provider shall provide written certification to Wiz that it has fully complied with this Section.

10.2 In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, Service Provider warrants that it will continue to ensure compliance with this DPA and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14 of the SCCs, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter



throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

10.3 Notwithstanding the foregoing, Service Provider may retain Wiz Personal Data to the extent required by applicable laws and in accordance with its standard backup procedures provided that: (a) until the Wiz Personal Data is Deleted or returned, Service Provider will continue to ensure compliance with this DPA; and (b) it shall only Process Wiz Personal Data to the extent and for such period as required by applicable laws.

## 11. AUDIT RIGHTS

In addition to any audit rights granted pursuant to the Agreement, Service Provider shall make available to Wiz upon request all information necessary to demonstrate compliance with this DPA and Data Protection Laws and, subject to reasonable confidentiality obligations and where appropriate, reasonable notice, allow for and contribute to audits, including inspections of Processing activities carried out under this DPA, by Wiz or an independent auditor mandated by Wiz in order to assess compliance with this DPA and Data Protection Laws. Service Provider grants Wiz the right to take reasonable and appropriate steps to ensure that the Service Provider is Processing Wiz Personal Data in a manner consistent with the Wiz's obligations under Data Protection Laws and, upon notice to Service Provider, to take reasonable and appropriate steps to stop and remediate unauthorized use of Wiz Personal Data.

## 12. RESTRICTED TRANSFERS

12.1 Service Provider shall notify Wiz at least 30 days in advance if it intends to transfers Wiz Personal Data to any country outside of the country of the Extended EEA Countries or Adequate Countries and shall ensure that such transfers comply with Data Protection Laws and that the recipient is bound by a written agreement that imposes, in substance, the same obligations as those binding Service Provider under this DPA with respect to Wiz Personal Data.

12.2 If the Processing of Wiz Personal Data which is subject to the Data Protection Laws of the Extended EEA Countries requires transfers by Wiz to Service Provider to countries outside the Extended EEA Countries, which have not been recognized as a country or framework that ensures an adequate level of data protection pursuant to the adequacy decisions published by the relevant Supervisory Authorities of the Extended EEA Countries ("**Adequate Countries**"), the transfer will be undertaken on the basis of the SCCs. Wiz on behalf of itself and each Wiz Affiliate as Data Exporter and Service Provider on behalf of itself and each Service Provider Affiliate as Data Importer hereby enter into the SCCs, which will be deemed to have been signed by each Party, constitute a separate agreement and are incorporated into this DPA by reference. The Parties acknowledge and agree that the information required to be provided in the appendices to the SCCs is set out in Annex 2 to this DPA and that the SCCs shall, to the extent not prohibited by applicable law, be interpreted in accordance with this DPA, including Annex 2.

12.3 Where the applicable sections of the SCCs require the Data Exporter and the Data Importer to select a module: (i) Module Two (Transfer controller to processor) shall apply where Service Provider is acting as

Wiz's Processor; and Module Three (Transfer processor to processor) shall apply where Service Provider is acting as Wiz's Subprocessor. To the extent Module Three applies, Wiz shall be responsible for issuing such communications to the Controller as required in order for Service Provider to comply with its obligations under the SCCs.

12.4 Notwithstanding anything to the contrary, where the applicable Extended EEA Country where Wiz is established or from where the Transferred Personal Data originated is the UK, template Addendum B.1.0 issued by the UK ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses, (the "UK Approved Addendum") shall amend the SCCs in respect of such transfers and Part 1 of the UK Approved Addendum shall be populated as set out below:

12.5 Table 1. The "start date" will be the date this DPA enters into force. The "Parties" are Wiz and/or its Affiliates, as applicable as exporter and Service Provider as importer.

12.6 Table 2. The "Addendum EU SCCs" are the modules and clauses of the SCCs selected in relation to a particular transfer in accordance with Section 12.3 above.

12.7 Table 3. The "Appendix Information" is as set out in Annex 2 to this DPA.

12.8 Table 4. The exporter may end the UK Approved Addendum in accordance with its Section 19.

12.9 Except where Section 12.4 above applies, but notwithstanding anything else to the contrary, where the applicable Extended EEA Country where the data exporter is established or from where the Transferred Personal Data originated is not a Member State of the European Union, references in the Standard Contractual Clauses to:

12.10 "Member States of the European Union" shall refer to the applicable Extended EEA Country in which the data exporter is established or from where the Transferred Personal Data originated (as applicable);

12.11 "the GDPR" shall refer to the Data Protection Laws of the Extended EEA Country in which the data exporter is established or from where the Personal Data originated;

12.12 "supervisory authority" shall refer to the data protection authority in the Extended EEA Country;

12.13 The governing law and competent authority shall be the governing law and competent authority of the applicable Extended EEA Country and the courts shall be the courts of the applicable Extended EEA Country; and

12.14 Where the Data Protection Laws of an Extended Non-EEA Country apply, the SCCs shall not be interpreted in a way that conflicts with rights provided to Data Subjects in such Data Protection Laws.

12.15 If any provision or part-provision of this DPA causes the SCCs to become an invalid export mechanism in the relevant Extended EEA Country, it shall be deemed deleted but that shall not affect the

validity and enforceability of the rest of this DPA and the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.16 In the event that the SCCs require any modification or updates by the European Commission, the new version of the SCCs (Controller to Processor and/or Processor to Processor) shall apply automatically.

12.17 If the Service Provider at any time transfers Wiz Personal Data to another country which restricts the processing or export of the Personal Data outside that country, the Service Provider will take all necessary actions and execute such agreements as may be necessary to legitimise and ensure an equate level of protection for the relevant Personal Data

12.18 In the event that relevant authorities or courts determine that a Restricted Transfer mechanism is no longer an appropriate basis for Restricted Transfers, Wiz and the Service Provider shall promptly take all steps reasonably necessary to demonstrate adequate protection for the Wiz Personal Data, using another approved mechanism. Service Provider understands and agrees that Wiz may terminate the Restricted Transfers as needed to comply with the Data Protection Laws.

### **13. INDEMNIFICATION**

Notwithstanding anything to the contrary in the Agreement or any agreement between the Parties, Service Provider shall indemnify, defend and hold harmless Wiz and each Wiz Affiliate against all losses, damages, or liabilities arising from any claim of any kind by a Data Subject, third party or Supervisory Authority related to Wiz Information, arising from, or related to, any breach of this DPA and/or Applicable Law by Service Provider, Service Provider's Affiliates' and/or their Subprocessors' and/or a Personal Data Breach occurring in Service Provider's, Service Provider's Affiliates' and/or their Subprocessors' systems.

### **14. LIABILITY**

Notwithstanding anything to the contrary in the Agreement or any agreement between the Parties, Service Provider's and Service Provider's Affiliates' liability related to Wiz Information, or for any breach of, or related to, this DPA, violation of Applicable Law and/or Personal Data Breach occurring in Service Provider's, Service Provider's Affiliates' and/or their Subprocessors' systems shall be unlimited.

### **15. MISCELLANEOUS**

#### *Termination*

15.1 Subject to Section 15.2, the Parties agree that this DPA and, if applicable, the SCCs shall terminate automatically upon (i) termination of the Agreement; or (ii) expiry or termination of all service contracts, statements of work, work orders or similar contract documents entered into by Service Provider with Wiz and/or Wiz Affiliates pursuant to the Agreement, whichever is later.

15.2 Any obligation imposed on Service Provider under this DPA in relation to the Processing of Wiz Information shall survive any termination or expiration of this DPA for as long as Service Provider Processes Wiz Information. Moreover, Section 13, 14 and 15 and any other provisions of this DPA that, by their nature and content, must survive the termination of this DPA to achieve the fundamental purposes of this Agreement shall survive the termination of the Agreement, this DPA and/or the Services for any reason.

#### Governing law and Jurisdiction of this DPA

15.3 Without, if applicable, prejudice to the SCCs, the governing law and jurisdiction of this DPA shall be the governing law and jurisdiction stipulated in the Agreement. Notwithstanding the foregoing, either Party may seek interim relief before any court of competent jurisdiction worldwide.

#### *Order of precedence*

15.4 With regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and any other agreements between the Parties, including but not limited to the Agreement, the provisions of this DPA shall prevail with regard to the Parties' data protection obligations and regarding Wiz Personal Data. In the event of any conflict or inconsistency between this DPA and the SCCs in Annex 2, if applicable, Annex 2 shall prevail. Notwithstanding anything to the contrary, this DPA will supersede and prevail at all times over any Service Provider's online terms, pre-printed terms and conditions, including those contained in any purchase order, "click-through" agreements, other non-negotiated terms, confidentiality agreements, any similar agreement or any other business form submitted, or made available, by Service Provider or its users before or after the effective date of this DPA.

#### *Costs of compliance*

15.5 Each side will bear its own costs and expenses in order to ensure compliance with this DPA and the Data Protection Laws requirements. Wiz and/or Wiz Affiliates shall not be obliged to pay any costs or expenses for Service Provider's and/or Service Provider's Affiliates' compliance with this DPA.

#### *Third party rights*

15.6 Except to the extent set out in this DPA and, if applicable, in the SCCs, a person who is not a Party to this DPA shall have no right to enforce any term of this DPA.

15.7 A Wiz Affiliate may enforce any term of this DPA which is expressly or implicitly intended to benefit it.

15.8 The rights of the Parties to rescind or vary this DPA are not subject to the consent of any other person.

#### Changes to comply with Data Protection Laws

15.9 In the event that changes to this DPA are required to comply with Data Protection Laws, the Parties shall co-operate to implement such changes to ensure that this DPA complies with such Data Protection Laws and Service Provider shall procure that where necessary the terms in each contract between Service Provider or any Service Provider Affiliate and each Subprocessor are amended to incorporate such variations.

#### *Severance*

15.10 Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

## List of Annexes

ANNEX 1- DETAILS OF THE PROCESSING

ANNEX 2- STANDARD CONTRACTUAL CLAUSES

ANNEX 3- AUTHORISED SUBPROCESSORS

### ANNEX 1

#### DETAILS OF PROCESSING OF WIZ PERSONAL DATA

This Annex 1 includes certain details of the Processing of Wiz Personal Data

##### ***Subject matter and duration of the Processing of Wiz Personal Data***

The subject matter and duration of the Processing of the Wiz Personal Data are set out in the Agreement and this DPA.

##### ***The nature and purpose of the Processing of Wiz Personal Data***

Service Provider is engaged to provide Services to Wiz which involve the Processing of Wiz Personal Data. The scope of the Services is set out in the Agreement, and the Wiz Personal Data will be Processed by the Service Provider and Service Provider Affiliates to deliver those Services and to comply with the terms of the Agreement and this DPA.

##### ***The categories of Wiz Personal Data to be Processed***

##### ***Type of special categories of Personal Data to be Processed***

##### ***The categories of Data Subject to whom the Wiz Personal Data relates (insert description)***

##### ***The obligations and rights of Service Provider and Service Provider Affiliates***

The obligations and rights of Service Provider and Service Provider Affiliates are set out in the Agreement and this DPA.

##### ***The Processing operations carried out in relation to the Wiz Personal Data***

in each case for the purposes of providing Services to Wiz, the scope of which are set out in the Agreement.

##### ***Access to Wiz Systems***

In order to provide the Services, Service Provider may be required to access Wiz Systems containing Wiz Personal Data. Such access shall be solely granted by Wiz on a strict need-to-know basis and subject to Wiz's internal security policies.

## **ANNEX 2**

### **STANDARD CONTRACTUAL CLAUSES**

#### **A. LIST OF PARTIES**

**Data exporter(s):**

**Name:** Wiz Inc. and/or its Affiliates, as set out in the Agreement

**Address:** One Manhattan West, 52nd Floor, New York, NY 10001

**Contact person's name, position and contact details:** Privacy Officer, [privacy@wiz.io](mailto:privacy@wiz.io)

**Activities relevant to the data transferred under these Clauses:** As set out in the Agreement and this DPA

**Role (controller/processor):** controller or processor, as applicable

**Data importer(s):**

**Name and address:** Service Provider, as set out in the Agreement

**Contact person's name, position and contact details:** As set out in the Agreement

**Activities relevant to the data transferred under these Clauses:** Provision of Service Provider's, as set out in the Agreement and this DPA

**Role:** processor

#### **B. DESCRIPTION OF TRANSFER**

- Categories of data subjects whose personal data is transferred: *as set out in Annex 1 to this DPA*
- Categories of personal data transferred: *as set out in Annex 1 to this DPA*
- Sensitive data transferred (if applicable) and applied restrictions or safeguards: *as set out in Annex 1 to this DPA and Wiz's Vendor Security and Data Protection Minimum Requirements*
- The frequency of the transfer: *continuous as necessary for the performance of the Agreement*

- Nature of the processing: *as set out in Annex 1 to this DPA*
- Purpose(s) of the data transfer and further processing: *as set out in Annex 1 to this DPA*
- The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: *as set out in this DPA*
- For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: *as set out in Annex 3 to this DPA*

## **C. COMPETENT SUPERVISORY AUTHORITY**

For the purposes of Clause 13 the Parties select the following option:

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

Identify the competent supervisory authority/ies in accordance with Clause 13: the competent authority of the Netherlands.

## **D. GOVERNING LAW & CHOICE OF FORUM**

For the purposes of clauses 17 and 18 of the SCCs, the parties select the following clauses:

1. Clause 17: OPTION 1: These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of the Netherlands.
2. Clause 18(b): The Parties agree that those shall be the courts of the Netherlands.

## **E. OTHER**

Where the SCCs identify optional provisions (or provisions with multiple options) the following will apply:

- For Clause 7 (Docking Clause), the optional provision will apply
- For Clause 9 (a), option 2 will apply. The parties will follow the process agreed in Section 6 (Subprocessing) above.
- For Clause 11(a) (Redress) – the optional provision will not apply

## **ANNEX II**

### **TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

#### **Technical Measures**

As set out in Wiz's Vendor Security and Data Protection Minimum Requirements.

#### **Organizational measures**

- Proper & demonstrable process / policy for dealing with third party requests for personal data which must include the obligation to inform Wiz of any requests to the extent legally permissible and to resist and minimize data provided in response to such requests
- Internal policies indicating commitment to privacy by design / data minimization
- Privacy training in place for personnel at least annually
- Responsible IT Security & Privacy leaders within the company

### **ANNEX 3**

#### **AUTHORISED SUBPROCESSORS**

Name of Subprocessor	Purpose	Country	DPA in place?