

## **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, (a) Customer may use and distribute copies of Wiz OS images and additional packages (“**Wiz OS Software**”) made available through the Wiz OS Services solely for internal use or as part of Customer’s software product offering and not on a standalone or reseller basis or as part of managed service provider services, and provided that Customer may not make any representations to any third party including to Customer’s end customers regarding the Wiz OS Services, and (b) following termination or expiration of the Wiz OS Services, Customer is permitted to continue to use copies of the Wiz OS Software that were provided to Customer as part of the Wiz OS Services prior to termination or expiry solely as permitted hereunder, provided that Wiz shall not be responsible for updating, patching and/or maintaining such Wiz OS Software.

**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.**

3.1. These Wiz OS Terms are for the sole benefit of the Parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. These Wiz OS Terms will survive termination of the agreement.

3.2. Wiz may update these Wiz OS Terms, and such updates will be made available at [www.wiz.io/legal/legal-hub](http://www.wiz.io/legal/legal-hub) (or any successor page(s)). Except for any updates required to comply with applicable law, which shall become effective immediately, any other updates to these Wiz OS Terms, shall become effective for Customer upon the renewal of Customer’s then-current Subscription Term or upon the effective date of a new Order entered into by Customer.

3.3. The representative signing or accepting these Wiz OS Terms represents that it has the authority to bind its organization to these Wiz OS Terms.