

Mandiant Threat Defense for Wiz Services Terms

These Mandiant Threat Defense for Wiz (“**MTD**”) Services 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 MTD Services, as further described in the Documentation (collectively, the “**MTD Services**”). For the avoidance of doubt, the MTD 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 MTD Services Terms and the Agreement, these MTD Services Terms will control with respect to the MTD Services unless Customer and Wiz have separately entered into MTD Services Terms which expressly state the Parties’ intent to amend the terms set forth herein, in which case Customer’s access to and use of the MTD Services will be governed by such amended terms. Notwithstanding anything to the contrary, if the MTD Services are designated as Preview Features in the Platform or are provided to the Customer as part of an Evaluation, then, where applicable, Sections 4 and 5 of these Services Terms will apply to those MTD Services for as long as they remain Preview Features or are used under the Evaluation.

1. PROVISION OF MTD SERVICES

During the Subscription Term (as defined in an Order), Wiz will provide MTD Services as set forth in the Documentation solely for Customer’s internal business purposes.

2. CUSTOMER RESPONSIBILITIES

2.1 Customer will be responsible for providing any approvals and configuring any required settings in the Platform to allow Wiz to access and perform actions in Customer’s Wiz tenant for the purpose of providing the MTD Services.

2.2 Customer authorizes Wiz personnel to access their Wiz tenant and perform the actions necessary for Wiz to provide the MTD Services.

3. GENERAL TERMS

3.1. Wiz may discontinue the MTD Services (or associated material functionality), provided that Wiz will notify Customer six (6) months before discontinuing the MTD Service (or associated material functionality), in each case unless Wiz replaces such discontinued Service or functionality with a materially similar Service or functionality. If such discontinuation of the MTD Services becomes effective during Customer’s active Subscription Term, Customer’s subscription to the MTD Services will terminate as of the effective date of discontinuation, and Customer will receive a pro-rata refund of any amounts pre-paid by Customer for the MTD Services for the remaining unused period of the Subscription Term following such effective date.

3.2. Data location commitments set out in the Agreement or Service Specific Terms (if any) will not apply to these MTD Services.

3.3. To respond to the evolving threat landscape and provide current and state-of-the-art cybersecurity, as part of providing the MTD Services, Wiz and Google may process Customer Data to improve the security, threat detection, prevention, and response capabilities of Wiz or its Affiliates’ security services.

3.4. Notwithstanding Wiz’s data retention policy, if upon termination, Customer requests expedited deletion of its Customer Data, Customer Data shall be deleted within 63 days.

3.5. Notwithstanding anything to the contrary contained within the Agreement, provision of the MTD Services will involve the use of AI.

3.6. Regardless of any other statement in the Agreement and/or the Order, Wiz’s free or paid Support Plan(s) applicable to the Wiz Platform or any other Wiz Services shall not apply to the MTD Services. Support for MTD Services shall be provided solely as described in the Documentation.

4. PREVIEW TERMS

From time to time, Wiz may make beta, pilot, or early access features, services or functionality of the MTD Services available to Customer on a beta-testing basis ("**Wiz MTD 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 MTD Preview Features, and Wiz shall have no liability of any kind arising out of or in connection with Wiz MTD Preview Features. The SLA does not apply to Wiz MTD Preview Features. Customer may choose not to try Wiz MTD Preview Features in its sole discretion, and Wiz, in its sole discretion, may (a) discontinue Wiz MTD Preview Features at any time, and/or (b) elect not to make Wiz MTD Preview Features generally available.

5. EVALUATION

If Customer is using the MTD 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 MTD 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. Notwithstanding anything to the contrary in the Agreement, Wiz's total aggregate liability for damages arising out of or related to an Evaluation is limited to \$25,000.00 USD in the aggregate.

6. MISCELLANEOUS

In the event Customer begins using the MTD Services, these MTD Services Terms shall become effective upon the earlier of (i) Customer's use of such MTD Services; (ii) receipt of such MTD Services; or (iii) execution of an Order to the extent required for Customer's use of such MTD Services (each a "**MTD Services Terms Effective Date**"). Wiz may update these MTD Services Terms, and such updates will be made available at www.wiz.io/legal/legal-hub (or any successor page(s)). Any updates required to comply with applicable law or address a material security risk, or to Preview Features, shall become effective immediately. All other updates to these MTD Service Terms shall become effective for Customer upon the earlier of: (i) the renewal of Customer's then-current Subscription Term; or (ii) upon the effective date of a new Order. Wiz will notify Customer of any material updates to the MTD Services Terms if Customer has subscribed to receive such updates via the "Legal Contact" within the Platform settings.

The representative signing or accepting these MTD Services Terms represents that it has the authority to bind its organization to these MTD Services Terms.