Wiz Order Commercial Terms

Distributor Partner Order between Wiz and Distributor

1. About the Order

The Order Form ("**Order**") is between Wiz and the distributor listed on the Order ("**Distributor**"), where Distributor acts as an authorized distributor of Wiz.

2. Which Wiz Entity applies?

Standard Contracting Entity: "**Wiz**" means Wiz, Inc., a Delaware corporation.

UK/EU Entity: If Distributor is located in the UK or the European Union and buys directly from Wiz (not through a cloud marketplace), then "**Wiz**" means Wiz Cloud Limited, an English company.

Wiz and Distributor are each a "**Party**" and together the "**Parties**."

3. Governing Terms & Acceptance

- **Main Agreement:** This Order is governed by the agreement between Wiz and Distributor under which Distributor distributes Wiz Services via a reseller to Customer ("**Agreement**").
- **Certificate:** Distributor represents that it holds a valid resale certificate or other similar certificate.
- **Commercial Terms:** This Order and the Wiz Order Commercial Terms ("**Commercial Terms**") set out the commercial terms for Wiz Services.
- **Marketplace purchases:** If this Order is transacted through a cloud marketplace, where applicable the terms of the cloud marketplace also apply to this Order.
- **Definitions:** Capitalized terms not defined here or in the Order have the meanings given in the Agreement.
- **Binding Date:**
    - **Orders between Distributor and Wiz:** Binding upon signature by both Parties. If unsigned, Distributor's issuing of a Purchase Order ("**PO**") constitutes full acceptance.
    - **PO Terms:** Any additional or conflicting terms in Distributor's PO are explicitly rejected.
    - **Marketplace orders:** Binding when Customer accepts the offer that relates to this Order in the marketplace. In the event of any conflict between this Order and (i) the offer submitted by Wiz to the Distributor in relation to this Order through the cloud marketplace, (ii) the offer submitted by the Distributor to its reseller in relation to this Order through the cloud marketplace, or (iii) the offer submitted by the reseller to the Customer in relation to this Order, through the cloud marketplace, this Order will prevail.

4. General Payment Terms

- **Invoices:** This Order is not an invoice. Unless paying via a cloud marketplace, payment must be made via ACH or Wire transfer.
- **Advance payments:** Wiz invoices will be submitted within 10 days of the start of each billing period.

- **Due date:** Invoices must be paid within the period stated on the Order, starting from the invoice date.
- **Marketplace payments:** For marketplace transactions, payment terms and payment methods are as set by or in the marketplace, as applicable.
- **No early termination:** Notwithstanding anything to the contrary, Distributor may not terminate this Order for convenience.

5. Taxes & Usage Adjustments

- **Taxes:** Fees exclude all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies and duties ("**Taxes**"). Distributor will pay all Taxes without deduction. Israeli tax residents buying directly must issue a self-tax invoice to remit VAT to local authorities.
- **True-Up Right:** Except for Wiz Tokens, Wiz may review actual usage and true up for any over usage.

6. Wiz for U.S. Government

If a service or product hosted in the Wiz for U.S. Government environment is purchased under this Order, then any reference to an SKU in this Order means the corresponding SKU applicable to that environment.

7. Flow-Down Requirements

In addition to and without limiting any other flow-down obligations under the Agreement, Distributor must ensure the following terms are incorporated into its agreement with its reseller, and that the reseller requires Customer to accept and agree to these terms:

- True up Rights;
- Service Specific Terms included in this Order (if any); and
- All other terms that, by their nature, Distributor or its reseller must flow down to Customer in order to comply with its obligations under this Order.

8. Wiz Tokens

8.1 Wiz Token Rules

- **Billable Unit:** 1 Billable Unit equals 1,000,000 Wiz Tokens.
- **Measurement:** Wiz measures token usage using its system logs, telemetry, and platform reporting.

8.2 Wiz Tokens Commit Rules

- **Wiz Tokens Commit Plan:** For Wiz Tokens Commit plans, Distributor's Wiz Token allocation is specified in the Order ("**Token Commitment**") and will be invoiced in accordance with the applicable Token Plan Model in Section 8.4. Commitment tokens are available immediately on their respective Start Date and may be used at any time through their respective End Date (the "**Commitment Term**"). Unused tokens expire at the end of the Commitment Term and do not roll over.
- **Overages for Wiz Tokens Commit:**
    - **Orders including Wiz Tokens-PAYG:** If Distributor's Order for Wiz Tokens Commit also includes Wiz Tokens-PAYG, additional usage of tokens in excess of Distributor's Token Commitment will automatically be charged

for at the Unit Price for Wiz Tokens-PAYG set out in the Order (excluding any discounts) and will be billed monthly in arrears.

- **Orders without Wiz Tokens-PAYG:** If Distributor's Order for Wiz Tokens Commit does not include Wiz Tokens-PAYG, once its Token Commitment is exhausted, Customer's access to Wiz Tokens will be paused until a new Order for the purchase of additional Wiz Tokens is executed.

8.3. Standalone Wiz Tokens PAYG Rules

- **When Wiz Tokens-PAYG Applies:** If Distributor purchases Wiz Tokens-PAYG only, the rules under this Section will apply.
- **Invoicing for Wiz Tokens-PAYG:** Billed monthly in arrears at the unit price stated in the Order.
- **Minimum Overage Charge for Wiz Tokens-PAYG:** Monthly overage fees are based on Customer's token consumption in the relevant calendar month.

8.4. Wiz Tokens Plans-Summarized

Token Plan Model	Description	How Commit Fees are Involved	What Happens to Unused Tokens?	What Happens if You Exceed the Token Commitment?
Wiz Tokens - Commit (Prepay) + Wiz Tokens - PAYG	Distributor pays for a token pool upfront. Extra usage is billed monthly in arrears.	Depending on selection in Order, one of the following invoice cadences will apply: • Annually in advance; • Semi-annually in advance; • Quarterly in advance; or • Monthly in advance	Expire at end of Commitment Term (no rollover)	Invoiced monthly in arrears at Wiz Tokens - PAYG rates
Wiz Tokens - Commit (Monthly Postpay) + Wiz Tokens - PAYG	Distributor commits to a token pool, paid in equal monthly installments. Extra usage is billed monthly in arrears.	Equal monthly installments	Expire at end of Commitment Term (no rollover)	Invoiced monthly in arrears at Wiz Tokens - PAYG rates
Wiz Tokens - PAYG Only	No upfront commitment. Distributor pays for tokens consumed by Customer in each calendar month.	N/A (no upfront commitment)	N/A	N/A

Wiz Tokens - Commit (Prepay) Only	Distributor pays for a fixed token pool upfront. No automatic overage allowed.	Depending on selection in Order, one of the following invoice cadences will apply: • Annually in advance; • Semi-annually in advance; • Quarterly in advance; or • Monthly in advance	Expire at end of Commitment Term (no rollover)	No automatic overage allowed. Additional use requires a new Order
Wiz Tokens - Commit (Monthly Postpay) Only	Distributor commits to a fixed token pool, with fees for such to be paid in equal monthly installments. No automatic overage allowed.	Equal monthly installments.	Expire at end of Commitment Term (no rollover)	No automatic overage allowed. Additional use requires a new Order