Wiz Order Commercial Terms

MSP Order between Wiz and MSP Partner

1. About the Order

The Order Form ("**Order**") is between Wiz and the partner listed on this Order ("**Partner**"), where Partner acts as Managed Services Provider ("**MSP**") of Wiz Services for Partner's Client(s).

2. Which Wiz Entity applies?

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

UK/EU Entity: If Partner 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 Partner are each a "**Party**" and together the "**Parties**."

3. Governing Terms & Acceptance

- **Main Agreement:** This Order is governed by the agreement for Partner's use of the Services in connection with Partner's provision of Managed Services to Clients ("**Agreement**").
- **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 this Order have the meanings given in the Agreement.

4. Term & Termination Rules

- **PAYG Provisioning:** For Wiz - for PAYG MSP Services, the associated Wiz MSP Tenant Manager may be provisioned after the Subscription Start Date, in accordance with the provisioning timeframes in the Managed Service Guide. For clarity, Service Fees for PAYG consumption only accrue after provisioning of the associated Wiz MSP Tenant Manager.
- **No early termination:** Neither Party may terminate this Order for convenience, despite anything to the contrary in the Agreement.
- **Wiz-PAYG MSP Services & MSP-Support exception:** Either Party may terminate Wiz-PAYG MSP Services (and associated MSP-Support) subscriptions without cause by providing at least 90 days' prior written notice.

- **Accrued obligations:** Termination does not release either Party from liabilities incurred before the termination date, including payment obligations for Services consumed up to the effective termination date, and Partner's obligations relating to any outstanding Service Fees.

5. General Payment Terms

- **Purchase Order:** For PAYG MSP Services, Partner must provide a blanket PO in the amount specified in the Managed Service Guide (or such other amount stated on the Order) prior to the Subscription Start Date. If the PO or the executed Order is received by Wiz after the Subscription Start Date, Wiz may adjust both the Subscription Start Date and the Subscription End Date provided that the total term length does not change.Following any activation, any adjustments may be confirmed with Partner's Wiz Partner Manager.
- **Invoices:** This Order is not an invoice. Unless paying via a cloud marketplace, payment must be made via ACH or Wire transfer. Billing frequency is set out in the Order.
- **Advance payments for Fixed-Term Services:** Unless agreed otherwise, Wiz invoices standard fees for Fixed-Term Services in advance of each billing period. Wiz will issue an invoice within 10 days of the start of each billing period.
- **Wiz-PAYG MSP Services and MSP-Support:** Wiz-PAYG MSP Services (and associated MSP-Support) are consumption-based Services. They are invoiced monthly in arrears based on Partner's actual consumption during each calendar month. Wiz will issue an invoice for each calendar month within 10 days of the end of that month. Fees are based on the usage metrics described in the Documentation, and charged in accordance with the Price List. Usage metrics are calculated based on Wiz systems logs, telemetry, and Platform reporting. The price list for Wiz PAYG MSP Services (and associated MSP-Support) is available on the Partner Portal site, or any successor site ("**Price List**").
- **Due date:** Invoices must be paid within the period stated on this 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.

6. Taxes & Usage Adjustments

- **Taxes:** Fees exclude all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies and duties ("**Taxes**"). Partner 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:** Unless otherwise specified in this Order, and except with respect to purchases of Wiz PAYG MSP Services (and associated MSP-Support), Wiz may review actual usage and true up for any over usage.

7. 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.

8. Wiz Tokens

8.1 Application.

This Section 8 applies only when the Partner has purchased Fixed-Term Services and associated MSP Support together with Wiz Tokens.

8.2 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.

8.3. Wiz Tokens - Commit Rules

- **Wiz Tokens Commit Plan:** Partner'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. Once Partner's Token Commitment is exhausted, access to Wiz Tokens will be paused until a new Order for the purchase of additional Wiz Tokens is executed.

8.4. Wiz Tokens Plans-Summarized

Token Plan Model	Description	How Commit Fees are Invoiced	What Happens to Unused Tokens?	What Happens if You Exceed the Token Commitment?
Wiz Tokens - Commit (Prepay) + Wiz Tokens - PAYG	Partner 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	Partner 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. Partner pays for tokens consumed each calendar month.	N/A (no upfront commitment)	N/A	N/A

Wiz Tokens - Commit (Prepay) Only	Partner 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	Partner 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.