

WIZ SUBSCRIPTION AGREEMENT

BY ACCEPTING THIS AGREEMENT OR ACCESSING OR USING THE SERVICES, CUSTOMER IS ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT WITH RESPECT TO BOTH A FREE EVALUATION AND/OR A COMMERCIAL SUBSCRIPTION FOR THE SERVICES, UNLESS (A) CUSTOMER AND WIZ HAVE SEPARATELY ENTERED INTO AN EVALUATION AGREEMENT (A "POV AGREEMENT"), IN WHICH CASE CUSTOMER'S ACCESS TO AND USE OF THE SERVICES FOR THE TERM OF SUCH FREE EVALUATION ONLY (I.E., NOT A COMMERCIAL SUBSCRIPTION) WILL BE GOVERNED BY THE POV AGREEMENT, AND/OR (B) CUSTOMER AND WIZ HAVE SEPARATELY ENTERED INTO A SUBSCRIPTION AGREEMENT OR OTHER AGREEMENT GOVERNING A COMMERCIAL SUBSCRIPTION TO THIS SERVICES (EITHER, A "WSA"), IN WHICH CASE CUSTOMER'S ACCESS TO AND USE OF THE SERVICES FOR THE TERM OF SUCH COMMERCIAL SUBSCRIPTION WILL BE GOVERNED BY THE WSA.

IF CUSTOMER IS USING THE SERVICES AS A PROOF OF CONCEPT OR FOR EVALUATION PURPOSES, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND IN ACCORDANCE WITH THE TERMS OF SECTION ("EVALUATIONS") BELOW.

This Wiz Subscription Agreement (the "**Agreement**") is effective on the earlier of: the date of (i) the execution of an Order referencing this Agreement; or (ii) Customer's use of the Services (the "**Effective Date**"), by and between Wiz (as defined in Section 19 below) and the entity referenced in the Order or whose Permitted Users are agreeing to these terms and accessing the Services on such entity's behalf (the "**Customer**") (each, a "**Party**" and collectively, the "**Parties**").

1. Ordering.

- 1.1 Customer may place an order for Services directly with Wiz via an order form (a "**Direct Order**"). Wiz (or certain Wiz Affiliates) may enter into Direct Orders with Customer or Customer Affiliates. A Customer Affiliate will have the right to enter into an Order referencing this Agreement which shall be deemed a separate agreement between such Customer Affiliate and Wiz on the terms of this Agreement. In such case, for purposes of such Order, such Customer Affiliate will be deemed to be the "Customer" hereunder. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and a Direct Order, this Agreement shall prevail (unless a Direct Order specifically states otherwise). "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2 If Customer has purchased a subscription pursuant to the terms hereof from a reseller or distributor authorized by Wiz (or certain Wiz Affiliates) ("**Partner**"), to the extent there is any conflict between this Agreement and the agreement entered between Customer and the respective Partner, including any purchase order ("**Partner Order**"), then, as between Customer and Wiz, this Agreement shall prevail. Any rights granted to Customer in such Partner Order which are not contained in this Agreement apply only in connection with such Partner. An "**Order**" means a Direct Order or a Partner Order, as applicable.

2. Subscription.

- 2.1 **Access to the Services.** Subject to the terms and conditions of this Agreement (including payment obligations), Wiz hereby grants Customer and its Affiliates, in connection with each Order, a limited, non-exclusive, non-sublicensable, non-transferable and revocable (as provided herein) right to use Wiz's software offerings ("**Platform**") in object code form, during the corresponding Subscription Term (as defined in an Order), solely for Customer and its Affiliates' internal business purposes and solely with respect to the subscriptions and any services specified in the applicable Order. Unless otherwise indicated, the term "**Platform**" also includes all software, revisions, fixes, improvements and/or updates to the subscription type specified in an Order and any user manuals and documentation available within the Platform ("**Documentation**") provided to Customer in connection with the operation of the Platform. Customer may only use the Platform in accordance with the Documentation, subject to any use limitations indicated in an Order, and applicable laws and regulations. The Platform and any related services shall be referred to as the "**Services**."
 - 2.2 **Service Level Agreement.** Wiz will provide its free Support Plan for the Services to Customer at no additional charge, and/or paid Support Plan if purchased, in accordance with Wiz's Customer Support Level Agreement available at <http://www.wiz.io/legal/legal-hub> (or any successor page) ("**Legal Hub**") and incorporated herein by reference ("**SLA**").
 - 2.3 **Service Specific Terms.** Customer's use of certain features, services or subscription types (each a "**Specific Service**") shall be subject to the applicable Service Specific Terms available on the Legal Hub. In the event of any conflict or inconsistency between this Agreement and any Service Specific Terms, the Service Specific Terms shall prevail with respect to the Specific Service. In the event Customer begins using a new Specific Service, the Service Specific Terms that apply to such Specific Service shall become effective upon the earlier of: (i) Customer's use of such Specific Services; (ii) receipt of such Specific Services; or (iii) execution of an Order to the extent required for Customer's use of such Specific Service. Notwithstanding anything to the contrary, if the Specific Services are identified as Wiz Preview Features (as defined below) within the Platform, the Preview terms in this Agreement shall apply to such Specific Services for as long as they remain Preview Features.
3. **Fees.** The Services are conditioned on Customer's payment of the applicable fees as set forth in each Order ("**Fees**") and Wiz reserves the right, following at least thirty (30) days' prior written notice to Customer, to suspend Customer's access to the

Services for non-payment or late payment of any amounts not subject to a good faith dispute. Except as set forth in this Agreement or a Direct Order, all Fees and other amounts paid pursuant to this Agreement and an Order are non-refundable and without right of set off. Unless otherwise specified in an Order: (i) Customer will pay all amounts due under this Agreement in U.S. dollars; (ii) Fees for the entire Subscription Term set out in the applicable Order are due at the commencement of such Subscription Term and payable as described in the Order; (iii) all Fees are due and payable within thirty (30) days of the date of Wiz's invoice; (iv) any amount not paid when due shall accrue interest on a daily basis until paid in full at the lesser of: (a) the rate of one and a half percent (1.5%) per month; or (b) the highest amount permitted by applicable law; and (v) all amounts payable under each Direct Order are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies and duties ("**Taxes**"). If Customer has purchased a subscription pursuant to the terms hereof from a Partner, all Taxes to be applied to the Fees shall be as agreed between Customer and the Partner. Customer shall bear all value added, state, local, withholding, and other taxes or other charges applicable to the Services; provided that Wiz will be responsible for any taxes imposed on Wiz's income, assets and/or workforce.

4. **Permitted Users.** The Platform may be accessed solely by Customer or its Affiliates' employees or service providers who are explicitly authorized by Customer to use the Platform (each, a "**Permitted User**"). Customer will: (i) ensure that Permitted Users comply with the terms of this Agreement at all times; (ii) maintain the confidentiality and security of their Wiz account credentials; and (iii) be fully responsible for any acts or omissions by a Permitted User. Customer must promptly notify Wiz upon becoming aware of any unauthorized access to or use of the Platform.

5. **Prohibited Uses.** Except as specifically permitted herein, without the prior written consent of Wiz, Customer shall not, and shall not allow any Permitted User or any third party to, directly or indirectly: (i) copy, modify, create derivative works of or distribute any part of the Services (including by incorporation into its products); (ii) sell, resell, license (or sub-license), lease, assign, transfer, pledge, share Customer's rights under this Agreement with any third party or use the Services in connection with a managed services offering made available by Customer; (iii) disclose the results of any testing or benchmarking of the Platform to any third party; (iv) disassemble, decompile, reverse engineer or attempt to discover the Platform's source code or underlying algorithms; (v) use the Services for any use in competition with Wiz's Services; (vi) use the Platform in a manner that violates or infringes any rights of any third party; (vii) remove or alter any trademarks or other proprietary notices related to the Services; or (viii) circumvent, disable or otherwise interfere with security-related features of the Platform or features that enforce use limitations.

6. **Customer Data.**

6.1 **Rights in Customer Data.** As between the Parties, Customer or its Affiliate(s), as applicable, owns and retains all right, title and interest (including all intellectual property rights) in and to any data or information that originates, resides on, or is otherwise processed through Customer or its Affiliate(s)' systems and processed by Wiz in the provision of the Services ("**Customer Data**"). Customer has exclusive control and responsibility for determining what Customer Data it and its Permitted Users submit into the Services and for obtaining all necessary rights, consents and permissions for submission of Customer Data and processing instructions to Wiz.

6.2 **DPA.** With respect to the processing of Customer Data, the Parties shall comply with Wiz's Data Processing Agreement ("**DPA**"), which is available on the Legal Hub.

6.3 **HIPAA Data.** Customer agrees not to process any Protected Health Information or other information that is subject to HIPAA ("**HIPAA Data**") via the Services unless Customer has signed Wiz's Business Associate Agreement ("**BAA**") which can be found on the Legal Hub. Unless a BAA is in place, Wiz will have no liability under this Agreement for HIPAA Data, notwithstanding anything to the contrary in this Agreement or in HIPAA. Upon mutual execution of the BAA, the BAA is incorporated by reference into this Agreement.

7. **Additional Service Terms.**

7.1 **Evaluations.** If Customer is using the 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 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.

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

7.3 **Customer Integrations.** The Services may provide Customer with the ability to integrate certain functionalities of the

Platform with Wiz-approved applications or services separately provided to Customer by third parties (“**Third Party Services**”) via API integrations (“**Third Party Integrations**”); examples include ticketing and messaging applications, SIEM or SOAR tools, and security data management tools. Customer’s use of such Third Party Integrations is optional and Customer shall be required to take the steps set forth in the Documentation to enable a Third Party Integration. Customer acknowledges and agrees that: (i) the use of Third Party Services is subject to the terms and conditions agreed between Customer and each such Third Party Service provider; (ii) Customer may be required to grant Wiz access to its Third Party Service account and/or to grant the Third Party Service provider access to its Wiz account; and (iii) Customer Data may be transferred between Wiz and the Third Party Service provider as required and authorized by Customer for the interoperation with the Services. Since Wiz does not provide such third party applications or services, Wiz cannot guarantee the continued availability of such Third Party Integrations and may cease supporting them at any time including if the relevant third party ceases to make its application or service available for integration with the Services or changes the way it does so in a way that is not reasonably acceptable to Wiz. To the maximum extent permitted by law but without derogating from Wiz’s obligations under this Agreement, Wiz shall not bear and expressly disclaims all responsibility or liability of any kind relating to such Third Party Integrations, including, without limitation, for any disclosure of, access to or other processing of Customer Data by Third Party Service providers.

7.4 **AI.** To the extent Wiz utilizes artificial intelligence to provide features to Customer via the Platform (“**AI**”), Wiz shall not, and shall not allow any third party to use Customer Data to train any AI without Customer’s prior written consent. Notwithstanding the foregoing, Customer Data may be used to train Customer tenant-specific AI models to provide customized findings and recommendations to Customer solely for Customer’s benefit. Any such tenant-specific AI models will be logically segregated with usage restricted to Customer’s tenant. Customer acknowledges that other customers providing similar AI Input to the AI may receive the same or similar AI Output. For the avoidance of doubt, Customer retains all right, title and interest in Customer Data contained in AI Inputs and AI Outputs. Customer acknowledges and agrees that Customer is responsible for reviewing and validating AI Output for its needs and technical environment before electing to use AI Output. “**AI Input**” means any input provided to AI. “**AI Output**” means any output generated and returned by AI. NOTWITHSTANDING ANY CONTRARY PROVISION HEREIN, WIZ DOES NOT REPRESENT OR WARRANT THAT THE AI OUTPUT WILL BE ACCURATE, COMPLETE, ERROR-FREE, NON-INFRINGEMENT OR FIT FOR A PARTICULAR PURPOSE.

7.5 **Wiz for U.S. Government.** If Customer purchases, accesses, or provides access to any services or products hosted in a Wiz for U.S. Government environment (or any other Wiz U.S. Government or Department of Defense environments), the same will be subject to the terms and conditions of the Wiz for U.S. Government Subscription Addendum available on the Legal Hub.

7.6 **U.S. Government Customers.** The Parties agree that the U.S. Government Customer Addendum, attached hereto as Exhibit 1 and incorporated herein by this reference, shall apply if Customer is an entity of the United States Federal Government, or a state, local, or public education entity created by the laws of a state of the United States.

8. Warranties. Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.

9. Intellectual Property Rights. All right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, and/or related to the Platform (and any and all improvements, enhancements, corrections, modifications, alterations, revisions, extensions and updates and derivative works thereof) and any other products, deliverables or services provided by Wiz are and shall remain owned solely by Wiz or its licensors. This Agreement does not convey to Customer any interest in or to the Platform other than a limited right to use the Platform in accordance with Section 2 (*Subscription*). Nothing herein constitutes a waiver of Wiz’s intellectual property rights under any law. Wiz reserves all rights not expressly granted herein to the Platform.

All written or oral comments, ideas, and suggestions made by Customer to Wiz regarding the Services (including user experience, functionality, and performance of the Services; collectively, “**Feedback**”) may be freely utilized by Wiz without attribution or compensation of any kind to Customer. Feedback shall not include any Customer Confidential Information, and Wiz shall not disclose the source of any Feedback.

10. Confidentiality. Each Party may have access to certain confidential information (the “**Confidential Information**”). The receiving Party will use the same standard of care to protect the disclosing Party’s Confidential Information as it uses to protect its own Confidential Information, but no less than reasonable care. The receiving Party’s obligations under this Section, with respect to any Confidential Information of the disclosing Party, shall not apply to and/or shall terminate if such information: (i) was already lawfully known to the receiving Party at the time of disclosure by the disclosing Party; (ii) was disclosed to the receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of the receiving Party has become, generally available to the public; or (iv) was independently developed by the receiving Party without access to, or use of, the disclosing Party’s Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under this Agreement. The receiving Party shall only permit access to the disclosing Party’s Confidential Information to its and/or its Affiliates’ respective employees, consultants, affiliates, service providers, agents, partners, and subcontractors having a need to know such information, and who are bound by at least equivalent obligations of confidentiality and non-disclosure as those under this Agreement (such recipients being “**Authorized Recipients**”). The receiving Party is responsible for the compliance of its

Authorized Recipients with the confidentiality and non-disclosure obligations of this Agreement. The receiving Party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that, to the extent permitted by applicable law, it notifies the disclosing Party of such required disclosure to enable disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure. Notwithstanding the foregoing, each Party can disclose the terms and existence of this Agreement to third parties in connection with a due diligence review (i.e., a potential investment in a Party or a going-public transaction) subject to such third parties being bound by at least equivalent obligations of confidentiality and non-disclosure as those under this Agreement. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party.

11. LIMITED WARRANTIES. Wiz represents and warrants that the Platform shall substantially perform in conformance with its Documentation. As Customer's sole and exclusive remedy and Wiz's sole liability for breach of this warranty, Wiz shall use commercially reasonable efforts to repair the Platform and, if Wiz cannot do so within a reasonable time not to exceed thirty (30) days, Customer may terminate this Agreement and receive a pro-rata refund of any amounts pre-paid by Customer for the remaining unused period of the Term. The warranty set forth shall not apply if the failure of the Platform results from or is otherwise attributable to Customer or its Permitted Users' acts or omissions in violation of this Agreement. Wiz shall not be liable for any inaccuracy in the Services' output and/or delay and/or unavailability of the Services, caused by (a) failure of Customer's internet access or any public telecommunications network, or shortage of adequate power, and/or (b) maintenance within the Customer's systems affecting the operation of the Platform. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM, ITS RELATED SERVICES AND ANY OUTPUT RESULTING FROM THE USE OF THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WIZ DOES NOT WARRANT THAT: (i) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR (ii) THE SERVICES WILL OPERATE ERROR-FREE. EXCEPT AS SET FORTH IN THIS AGREEMENT, WIZ EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE.

WIZ SHALL NOT BE RESPONSIBLE FOR ANY WARRANTIES AND REPRESENTATIONS MADE BY ANY PARTNER TO CUSTOMER, AND SUCH WARRANTIES AND REPRESENTATIONS ARE THE SOLE RESPONSIBILITY OF SUCH PARTNER.

11. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT:

(A) CONSEQUENTIAL DAMAGES WAIVER. NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, OR PROFITS, DATA, OR DATA USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

(B) GENERAL LIABILITY CAP. EACH PARTY'S AND ITS AFFILIATES' MAXIMUM LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE), SHALL NOT EXCEED THE TOTAL FEES ATTRIBUTABLE UNDER THE APPLICABLE ORDER TO THE TWELVE MONTH PERIOD OF THE CURRENT SUBSCRIPTION YEAR IN WHICH THE EVENT GIVING RISE TO SUCH CLAIM OCCURS ("GENERAL LIABILITY CAP").

(C) EXPANDED LIABILITY CAP. SECTIONS 12(A) (CONSEQUENTIAL DAMAGES WAIVER) AND 12(B) (GENERAL LIABILITY CAP) WILL NOT APPLY TO PROTECTED INFORMATION CLAIMS. IN THE CASE OF PROTECTED INFORMATION CLAIMS (DEFINED BELOW), EACH PARTY'S AND ITS AFFILIATES' MAXIMUM LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED TWO TIMES (2X) THE TOTAL FEES ATTRIBUTABLE UNDER THE APPLICABLE ORDER TO THE TWELVE MONTH PERIOD OF THE CURRENT SUBSCRIPTION YEAR IN WHICH THE EVENT GIVING RISE TO SUCH CLAIM OCCURS ("EXPANDED LIABILITY CAP").

(D) EXCLUDED CLAIMS. SECTIONS 12(A) (CONSEQUENTIAL DAMAGES WAIVER), 12(B) (GENERAL LIABILITY CAP) AND SECTION 12(C) (EXPANDED LIABILITY CAP) WILL NOT APPLY TO EXCLUDED CLAIMS.

(E) NATURE OF CLAIMS. THE PARTIES AGREE THAT SECTION 12 WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(F) DEFINITIONS. "EXCLUDED CLAIMS" MEANS (I) WIZ'S EXPRESS INDEMNIFICATION OBLIGATIONS UNDER SECTION 13 FOR IP INFRINGEMENT CLAIMS; AND/OR (II) ANY DAMAGES ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE AND/OR WILFUL MISCONDUCT; AND/OR (III) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED BY LAW. "PROTECTED INFORMATION CLAIMS" MEANS ANY DAMAGES ARISING FROM A PARTY'S BREACH OF SECTION 6 (CUSTOMER DATA) AND/OR SECTION 10 (CONFIDENTIALITY).

13. Indemnification. Wiz agrees to defend, at its expense, any third party action or suit brought against Customer alleging that the

Platform, when used as permitted under this Agreement and each respective Order (as the case may be), infringes intellectual property rights of a third party (“**IP Infringement Claim**”); and Wiz will pay any damages awarded in a final judgment against the Customer that are attributable to any such claim, or that are otherwise agreed in a settlement with the prior written consent of Wiz, provided that: (i) the Customer promptly notifies Wiz in writing of such claim; (ii) the Customer grants Wiz the sole authority to handle the defense or settlement of any such claim and provides Wiz with all reasonable information and assistance, at Wiz’s expense; and (iii) the Customer refrains from admitting any liability or otherwise compromising the defense in whole or in part, without the express prior written consent of Wiz. Wiz will not enter into any settlement that imposes any legal liability or financial obligation on Customer without Customer’s prior written consent.

If the Platform becomes, or in Wiz’s opinion is likely to become, the subject of an IP Infringement Claim, then Wiz may, at its sole discretion: (a) procure for the Customer the right to continue using the Platform; (b) replace or modify the Platform to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Wiz’s reasonable efforts, then Wiz or Customer may terminate all affected Orders and Wiz shall provide a pro-rata refund for any amount pre-paid by Customer for the remaining unused period of the Term.

Notwithstanding the foregoing, Wiz shall have no responsibility for IP Infringement Claims to the extent resulting from or based on: (i) modifications to the Platform made by a party other than Wiz; (ii) the Customer’s failure to implement software updates provided by Wiz specifically to avoid infringement; (iii) combination or use of the Platform with software not supplied by Wiz or not in accordance with the Agreement or (iv) AI Output.

This Section states Wiz’s entire liability, and Customer’s exclusive remedy, for claims of alleged or actual infringement.

14. Term. This Agreement shall enter into force and effect on the Effective Date and, unless earlier terminated in accordance with Section 15, shall remain in full force and effect until all Orders expire or are terminated (the “**Term**”).

15. Termination. Either Party may terminate an Order and/or this Agreement for cause with immediate effect if: (a) the other Party breaches any material term or condition of an Order and/or this Agreement, and (b) such breach remains uncured thirty (30) days after the breaching Party receives written notice thereof. Upon termination or expiration of this Agreement and/or an Order: (i) all rights granted to Customer in the Platform shall expire, and Customer shall discontinue any further use and access thereof including uninstalling any Wiz-provided software; (ii) Customer shall immediately delete and dispose of all copies of the Documentation in Customer’s or any of its representatives’ possession or control; and (iii) in the event of termination by Customer for cause, Customer shall receive a pro-rata refund of any amounts pre-paid by Customer for the remaining unused period of the Term. Thereafter, Wiz shall delete Customer Data in accordance with the DPA. Section 5 (*Prohibited Uses*), Section 6 (*Customer Data*), Section 7 (*Additional Service Terms*), Section 9 (*Intellectual Property Rights*), Section 10 (*Confidentiality*), Section 11 (*Limited Warranties*), Section 12 (*Limitation of Liability*), Section 15 (*Termination*), Section 19 (*Contracting Entity*) and Section 21 (*Miscellaneous*) shall survive termination or expiration of this Agreement for any reason.

16. Customer Reference. Unless stated otherwise in an Order, Wiz shall not use Customer’s name to identify Customer as a customer of Wiz on Wiz’s websites or public marketing materials without Customer’s prior written consent.

17. Export Compliance. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it and its Affiliates are not on any U.S. government denied-party list. Customer will not and will not permit any Permitted User to access, use or deploy the Services: (i) in a manner that violates or causes violations of any U.S. export law or regulation; or (ii) in a Restricted Region. “**Restricted Region**” means Belarus, Burma/Myanmar, Russia, Lebanon, Syria, Libya, Iraq, or in a U.S. embargoed country or region (currently the Crimea, Luhansk, Kherson, Zaporizhzhia or Donetsk regions, Cuba, Iran, North Korea, or Sudan) or as may otherwise be updated by Wiz from time to time to the extent required by applicable export law or regulation.

18. Insurance. During the Term, Wiz will maintain, at its own expense, appropriate insurance coverage applicable to performance of Wiz’s obligations under this Agreement, including general commercial liability, workers’ compensation, automobile liability, and professional liability.

19. Contracting Entity. For purposes of this Agreement, “Wiz” means Wiz, Inc., a company incorporated under the laws of the State of Delaware, having its principal place of business at One Manhattan West, 52nd Floor, New York, NY 10001 or its Affiliates, as applicable. For clarity, unless a Direct Order specifies otherwise, the Wiz entity contracting with Customer hereunder will be (i) Wiz, Inc., if Customer is located outside of the UK or Europe or is purchasing via a cloud service provider marketplace; or (ii) Wiz Cloud Limited, a private limited company under the laws of England and Wales, if Customer is located in the UK or Europe and not purchasing via a cloud service provider marketplace.

20. URL Terms. “**URL Terms**” means this WSA and each of the DPA, BAA, Service Specific Terms, and SLA, as Wiz may update from time to time and make available on the Legal Hub. 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 the URL 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 URL Terms if Customer has subscribed to receive such updates via the “Legal Contact” within the Platform settings.

21. Miscellaneous. This Agreement, including any Order(s) and any exhibits or other terms attached or referred hereto,

represents the complete agreement concerning the subject matter hereof. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous oral or written understandings, agreements and statements by the Parties with respect to such subject matter, including prior non-disclosure agreements or evaluation agreements. Without limiting the generality of the foregoing, this Agreement supersedes any terms or conditions (whether printed, hyperlinked, or otherwise) in any Customer's purchase order or other standardized business forms, which purport to supersede, modify or supplement this Agreement. Neither Party may assign this Agreement without the written consent of the other Party, except to an Affiliate if: (i) the assignee agrees in writing to be bound by the terms of this Agreement; (ii) the assigning Party notifies the other Party of the assignment; and (iii) if Customer is the assigning Party, the assignee is established in the same country as Customer. Subject to the foregoing, this Agreement will be binding on the Parties and their permitted successors and assigns. This Agreement shall be governed by and construed under the laws of the State of New York, without reference to principles and laws relating to the conflict of laws. The competent courts of New York City, New York shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party will be liable for any delay or failure to perform its obligations hereunder resulting from circumstances or causes beyond its reasonable control including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities' actions, acts of terrorism, earthquakes or power outages. This Agreement may be executed in traditional or electronic counterparts, which together shall be deemed one instrument.

EXHIBIT 1

U.S GOVERNMENT CUSTOMER ADDENDUM TO WIZ SUBSCRIPTION AGREEMENT

This U.S. government customer addendum (“Addendum”) is incorporated into and forms part of the Wiz Subscription Agreement between Wiz and Customer (“Agreement”), which governs the provision and use of Wiz products or services. Capitalized terms used but not otherwise defined in this Addendum shall have the meanings given to them in the Agreement.

This Addendum applies to United States government customers, including entities of the United States Federal Government (“Federal”), as well as state, local, or public education entities created by the law of the applicable state (collectively, “SLED”). Wiz acknowledges that statutes and regulations that govern Federal and SLED customers may sometimes require that certain terms in commercial supplier agreements be limited and/or otherwise rendered ineffective and inoperative. Therefore, if and to the extent the deviations set forth in this Addendum are required by applicable law, Wiz and Customer agree that the following provisions take precedence over any conflicting terms in the Agreement:

1. Business Purpose/Grant of License. References to a Customer’s “internal business purposes” in the Agreement include the internal governmental purposes of a Federal Customer or SLED Customer, as applicable, for purposes authorized by applicable law. Notwithstanding anything to the contrary in the Agreement, unless otherwise stated in the applicable Order, for the Subscription Term in an Order, the Platform may only be used by the identified Federal Customer or SLED Customer and shall not be used by such Customer’s Affiliates.
2. FOIA/Public Disclosure Laws. Notwithstanding any confidentiality obligations in the Agreement, Wiz acknowledges that Customer may be compelled to disclose Confidential Information pursuant to the Federal Freedom of Information Act and any state equivalents or other applicable public disclosure laws (collectively, “Laws”). Wiz acknowledges that such Confidential Information, including the terms and conditions of the Agreement, related Order Forms, Statements of Work, or other attachments, or pricing information, may be disclosed to third parties upon request to the extent compelled by such Laws; provided that, prior to any such disclosure, Customer provides written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Wiz’s expense, if Wiz should wish to contest the disclosure.
3. Fees and Taxes. Wiz understands that Customer may be subject to applicable laws governing payment, including availability of funds, timing of payments, late payment interest penalties, and taxes. The foregoing is not intended to modify the provisions of the Agreement regarding Partner Orders, including but not limited to subsection 1.2.
4. Indemnification.
 - a) No Customer Indemnification Obligation. If and to the extent applicable law explicitly prohibits Customer from indemnifying Wiz, any terms or conditions in the Agreement requiring Customer to indemnify Wiz shall be deemed void and not binding against Customer.
 - b) Take Down Requirement. In the event of any legal claim brought against Wiz alleging that Customer Data infringes or misappropriates a third party’s intellectual property rights or violates applicable law, or that arises out of Customer’s use of the Services in breach of the Agreement, the Documentation, or any applicable Order Form (collectively, “Customer Data Claims”), Wiz may require, by written notice to Customer, that Customer delete from the Service any Customer Data, or cease use of the applicable Service, that is the subject of any Customer Data Claims. Promptly after receiving any such notice, Customer will delete such Customer Data, or cease such applicable use of the Services, and certify such deletion or cessation to Wiz in writing. Wiz shall be authorized to provide a copy of such certification to the applicable claimant.
5. Controlling Law, Venue and Disputes. Notwithstanding anything in the Agreement to the contrary:
 - a) Federal. As it relates to Federal entities, the Agreement and any disputes arising out of or related thereto shall be governed by U.S. Federal Law. Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal Law is hereby deleted and superseded by the forum or venue required by applicable law. If Wiz believes that a Federal Customer is in breach of the Agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Law while continuing performance as set forth in Federal Acquisition Regulation 52.233-1 (Disputes).

- b) SLED. As it relates to SLED entities, the Agreement and any disputes arising out of or related thereto shall be governed by the laws of the state pursuant to which Customer is created, or the state in which Customer's primary headquarters, flagship campus, or main office is geographically located. With respect to all disputes arising out of or related to the Agreement, the parties consent to exclusive jurisdiction and venue in the state and federal courts located in such state.