

Wiz Preview Terms

These Wiz Preview Terms (the “**Preview Terms**”) apply to and govern the use of any Wiz Preview Features made available by Wiz and shall apply automatically from the first use of a Wiz Preview Feature (the “**Effective Date**”).

The Wiz Master Subscription Agreement or other similar agreement relating to Wiz services (“**MSA**”) entered into between Wiz Inc. (“**Wiz**”) and the counterparty identified in the MSA (“**Customer**”) is incorporated by reference and will control for any provisions not specifically addressed in these Preview Terms. The MSA shall remain in full force and effect, however, in the event of any conflict between these Preview Terms and the MSA, these Preview Terms will prevail in relation to Wiz Preview Features.

1. **License.** From time to time, upon Customer or its Permitted Users’ request, Wiz may, in its sole discretion, make available to Customer or its Permitted Users, one or more proprietary, non-commercially available, hosted software applications, application platform interfaces, services, products, features and/or functionalities on a beta testing basis (“**Wiz Preview Feature(s)**”) to try at no charge. To the extent Wiz does so, Wiz grants Customer a limited, non-exclusive, non-sublicensable, non-transferable and revocable right to access and use the Wiz Preview Feature(s) solely to test their functionality and provide Feedback to Wiz in accordance with these Preview Terms. For the avoidance of doubt, Wiz’s SLA shall not apply to any Wiz Preview Feature(s).
2. **Fees.** Wiz reserves the right to start charging fees for Wiz Preview Feature(s) at any time, including if the Wiz Preview Feature(s) are made widely available. Wiz shall provide Customer with advance notice of any commencement of fees.
3. **Scope.** Wiz has the right, in its sole discretion, to determine what, if any, Wiz Preview Feature(s) will be made available to Customer and to suspend or revoke access to any one or more of the Wiz Preview Feature(s) for any reason or no reason at any time. Wiz has no obligation to make any Wiz Preview Feature widely available.
4. **Prohibited Use.** All Customer restrictions, obligations and/or prohibited uses in the MSA shall apply equally to Customer’s use of Wiz Preview Features. Customer may not modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to decipher any code in connection with the Wiz Preview Feature(s), except as expressly permitted in writing by Wiz.
5. **Feedback and Customer Reference.** Customer agrees to provide feedback, suggestions, enhancement requests, and recommendations to Wiz (“**Feedback**”) regarding the Wiz Preview Feature(s) and a public customer quote, which, subject to Customer’s prior review and written approval, Wiz will have the right to publish on its website/blog and marketing materials. All Feedback and intellectual property rights therein shall be solely owned by Wiz, and Wiz will have the right, without restriction or fee, to use, modify and

incorporate such Feedback into the Wiz Preview Feature(s) and other Wiz products or services.

6. **Intellectual Property.** All right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, and/or related to the Wiz Preview Features (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. These Preview Terms do not convey any interest in or to the Wiz Preview Features to Customer other than a limited right of use in accordance with these Preview Terms. Nothing herein constitutes a waiver of Wiz's intellectual property rights under any law and Wiz reserves all rights not expressly granted herein to the Wiz Preview Features.
7. **Term and Termination.** These Preview Terms shall commence on the Effective Date and shall remain in effect for as long as Customer uses the Wiz Preview Feature(s) (the "**Term**"). Either party may terminate these Preview Terms at any time by providing written notice to the other party. Upon termination or expiration of these Preview Terms, Customer's limited rights to use the Wiz Preview Features will automatically expire and Customer shall discontinue any further use and access thereof. Sections 2 - 12 shall survive termination or expiry of these Preview Terms.
8. **Confidential Information.** Customer acknowledges and agrees that the Wiz Preview Features (including their existence and functionality) and any other know how, trade secrets, computer programs, source code, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information, business plans or reports learnt or made available to Customer as part of the Wiz Preview Program is Wiz's Confidential Information and shall be subject to the confidentiality obligations agreed between the parties in the MSA.
9. **Third Party Integrations.** If applicable, one or more Wiz Preview Features may integrate with third party services. You hereby consent to the sharing of the information in the Wiz Preview Features with these third party services and certify that it has any and all required consents for doing so. You acknowledge and agree that Wiz has no and expressly disclaims all liability for any such third party services.
10. **Disclaimer of Warranties. Limitation of Liability.** THE WIZ PREVIEW FEATURE(S) ARE PROVIDED "AS IS" AND "AS AVAILABLE". WIZ MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE WIZ PREVIEW FEATURE(S), INCLUDING ANY REPRESENTATION THAT THE SERVICES THEREUNDER WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WIZ DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE WIZ PREVIEW FEATURE(S). FOR THE AVOIDANCE OF DOUBT, ALL WIZ PREVIEW FEATURE(S) ARE PRE-RELEASE, ARE EXPECTED TO CONTAIN DEFECTS WHICH MAY BE

MATERIAL, AND ARE NOT EXPECTED TO OPERATE AT THE LEVEL OF PERFORMANCE OR COMPATIBILITY OF A FINAL, GENERALLY AVAILABLE PRODUCT OFFERING. WIZ PREVIEW FEATURE(S) MAY NOT OPERATE ACCURATELY AND MAY BE SUBSTANTIALLY MODIFIED PRIOR TO PUBLIC AVAILABILITY OR WITHDRAWN AT ANY TIME. ACCORDINGLY, ACCESS TO AND USE OF THE WIZ PREVIEW FEATURE(S) IS ENTIRELY AT CUSTOMER'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT SHALL WIZ BE LIABLE FOR ANY DAMAGE WHATSOEVER, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, OR PROFITS, DATA, OR DATA USE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE WIZ PREVIEW FEATURE(S), EVEN IF WIZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER IS HEREBY ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF ANY WIZ PREVIEW FEATURE(S).

11. **Governing Law and Jurisdiction.** These Preview Terms shall be subject to the governing law and jurisdiction specific in the MSA.
12. **Miscellaneous.** If any provision of these Preview Terms is unenforceable, that provision will be modified to render it enforceable to the extent possible to affect the parties' intention and the remaining provisions will not be affected. Any failure by a Party to enforce a right under these Preview Terms shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved. Wiz reserves the right to modify these Preview Terms from time to time.