WIZ TECH INTEGRATION AGREEMENT

This WIZ TECH INTEGRATION AGREEMENT (the "**Agreement**") is entered into on the date of the last signature below (the "**Effective Date**"), by and between**:**

(1) Wiz Inc., a company incorporated under the laws of the State of Delaware, having its principal place of business at One Manhattan West, 57th Floor, New York, NY 10001 (the "**Wiz**"); and

(2)   the entity named in the box below (the "**Partner**")

Partner Company Name	
Registered Address	
Partner Product for Integration[1]	
Partner Contact	
Partner Contact Email	
Partner Technical Support Contact	
Partner Technical Support Email	

(each, a "**Party**" and collectively, the "**Parties**")

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

WIZ, INC.   **PARTNER:**

Signature: _____   Signature: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

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[1] If no Partner product has been identified below, then the presumption shall be that the parties intend to achieve interoperability between the selected Wiz Products and any and all Partner Product(s).

1. INTEROPERABILITY AND VALIDATION

1.1. The Parties wish to achieve product interoperability and integration between the Wiz Cloud Security Platform ("**Wiz Platform**") and the Partner Product(s) identified in the table on page 1 above ("**Partner Products**") via the Wiz integration APIs made available by Wiz to Partner, ("**Wiz Integration API**" together with the Wiz Platform, the "**Wiz Products**"). Partner agrees to adhere to the requirements set forth in Wiz's Integration Program Guide and Wiz integration documentation ("**Wiz Integration Documentation**") which shall be incorporated by reference to this Agreement.

1.2. In order to obtain validation and certification by Wiz for such integration, Partner must conform to the criteria defined by Wiz, which shall include demonstration and testing of how the Partner Products operate with the Wiz Products. Within 90 days of the Effective Date, Partner shall provide Wiz with the source code for the integration for testing by Wiz to ensure that it meets Wiz's criteria. If Partner does not complete the certification within 90 days or refuses to co-operate with Wiz, Wiz shall have the right to terminate this Agreement immediately upon written notice to Partner by email to the Partner contact email specified above.

1.3. Interoperability validation shall be confirmed by Wiz in writing and shall only apply to the Partner Products that were tested in accordance with this Section. Wiz reserves the right to reject Partner in its sole discretion if Partner does not meet Wiz's criteria. If Partner conforms to Wiz's criteria, Wiz shall certify Partner as "Certified".

1.4. Once successful product interoperability and integration has been achieved and Partner has been certified by Wiz, the Parties may engage in mutually agreed-upon sales and marketing activities for the purpose of identifying business opportunities for both Parties as further described in this Agreement.

1.5. If either Party releases a new version of a Product that requires revalidation of interoperability, the Parties shall work together to complete such testing of the new product version as required and each Party agrees to contribute reasonable technical resources for such purpose.

1.6. Either Party may engage subcontractors to perform its obligations under this Agreement provided that each Party remains fully responsible and liable for the performance of its subcontractors. Each Party shall bind its subcontractors to terms and conditions necessary to ensure such subcontractor's compliance with the duties and obligations in this Agreement.

2. LIMITED LICENSE.

2.1. **License by Partner.** Subject to the terms of this Agreement, Partner hereby grants to Wiz and its Affiliates a non-exclusive, non-transferable, non-sub-licensable, revocable, limited license to use the Partner Products during the Term of this Agreement, solely internally for the purpose of making the Partner Product(s) interoperable with the Wiz Product(s). "**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.

2.2. **License by Wiz.** Subject to the terms of this Agreement, Wiz hereby grants to Partner a non-exclusive, non-transferable, non-sub-licensable, revocable, limited license to use the Wiz Integration API and Wiz Integration Documentation during the Term of this Agreement, solely internally for the purpose of making the Partner Product(s) interoperable with the Wiz Platform.

2.3. **Open Source.** Any open source software that may be provided with either Party's Products (including APIs) is licensed and distributed under the terms and conditions of the applicable open source software license accompanying the open source software or set forth in the open source licenses ("**Open Source Terms**"). Each Party may use such open source software pursuant to the Open Source Terms.

3. PROHIBITED USES.

3.1. Unless expressly permitted by a Party in writing in advance, a Party may not use the other Party's Products for production or commercial purposes or to test a competitive product. For the avoidance of doubt, this Agreement governs all uses of each Party's products by the other Party for the purposes of making the Products interoperable and supersedes any other license agreement, including any click-through terms on either Party's websites or otherwise.

3.2. Wiz and Partner each agree that they will not, and will not permit any third party to, without the other Party's

prior written consent in each case: (a) use the other Party's Products in any manner not authorized by the applicable product documentation or applicable laws, (b) distribute, lease, license, sublicense or otherwise disseminate the other Party's Products to any third party (except as specifically allowed under this Agreement); (c) modify, enhance, create derivative works from, reverse engineer, disassemble, decompile or otherwise reduce the other Party's Products to human-readable form or attempt to derive the source code, methodology, analysis, or results of the other Party's Products; (d) use the other Party's Products in a business production mode, as an end-use product, or use any third-party software embedded in or bundled with the other Party's Product as a standalone program or in any way independently from other Party's Product, as applicable; (e) reproduce or make more than a reasonable number of copies (for back-up purposes) of the other Party's Products; or (f) use the other Party's Product for commercial purposes or to test a competitive product; (g) disclose, publish or otherwise make publicly available any benchmark, performance or comparison tests that a Party (or a third party contracted by the Party) runs on the other Party's Products, in whole or in part; (h) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other such marks on or within the other Party's Product; (i) use the other Party's Product to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights; (j) interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the other Party's Product, their related systems or networks, or any third-party data contained therein. Both Parties shall reproduce any copyright notices, legends and proprietary marking on any authorized copy of the other Party's Products.

3.3.   In addition, Partner acknowledges and agrees that: (a) Partner shall only use Wiz's official Integration APIs as provided in the Wiz Integration Documentation; and (b) it shall only provide access to the Wiz Integration Documentation and Wiz Integration API Playground to its employees or service providers on a need to know basis ("**Permitted Users**"). Partner will ensure that the Permitted Users comply with the terms of this Agreement and shall be fully responsible for any breach of this Agreement by a Permitted User. Partner and its Permitted Users shall not share user credentials to the Wiz Integration Documentation with any third party and Partner shall promptly notify Wiz upon becoming aware of any breach of this Section which shall be grounds for immediate termination of access to the Wiz Integration Documentation and this Agreement by Wiz.

3.4.   Any rights not expressly granted herein are deemed reserved and neither Party shall make any other use of the other Party's Products other than as expressly permitted in this Agreement.

4. TITLE AND OWNERSHIP.

4.1.   Each Party acknowledges that the other Party and its licensors retain all right, title and interest in and to their respective Products including user manuals and other written materials for the Products and any other materials which are owned by either Party prior to beginning any work under this Agreement and which are not generated in the course of performing this Agreement, including any derivatives, enhancements, improvements or modifications thereof (together "**Background Works**") and all intellectual property rights embodied in the Background Works. Except for the limited rights expressly granted herein, this Agreement does not transfer title of a Party's Background Works from either Party to the other Party or to any third party, and all right, title and interest in and to either Parties' Background Works will at all times remain solely and exclusively with the respective Party. Neither Party shall take any action inconsistent with such title and ownership.

4.2.   Subject to section 4.1 above, each Party shall own any developed work which is produced by that Party in order to fulfil the interoperation of the Party's Products or otherwise to fulfil the objectives of this Agreement and such developed work shall not be deemed a "work made for hire". Each Party hereby grants to the other Party a non-exclusive, non-transferable license to use any of its developed work solely for purposes of and to the extent necessary to perform its obligations this Agreement during the Term of this Agreement. Notwithstanding the foregoing, if the Parties or each party develop such works pursuant to Open Source Terms, then such works will be licensed under the applicable Open Source Terms.

4.3.   During the course of their relationship, each Party may have opportunity to provide feedback to the other Party regarding the other Party's Products. Each Party hereby assigns to the other Party all rights, title to and interest to such feedback it supplies to the other Party, including all intellectual property rights therein, provided that such feedback shall not contain any Confidential Information of the other Party. Each Party agrees to assist the other with and sign any and all documentation to secure those rights.

5. **SUPPORT.**

Each Party shall provide support for its own Product to its own customers according to such Party's standard business practices. Notwithstanding the foregoing, the Parties agree to work together to jointly resolve any integration issued identified by mutual customers. Partner agrees to provide support during normal business hours to Wiz or mutual customers with issues concerning interoperability issues and agrees to respond to any support requests from Wiz within 3 business days of receipt. Any support provided herein shall be at no cost to either Party. Partner's point of contact for such support requests is set out in the box on page 1.

6. **JOINT MARKETING AND SALES ACTIVITIES.**

6.1. Once interoperability has been achieved, the Parties may jointly develop a marketing and promotions plan (the "**Marketing Plan**") including to notify each other's customers of the relationship between the Parties and develop qualified sales opportunities. The Marketing Plan must be mutually agreed by both Parties in writing prior to either Party taking any action and each Party will use commercially reasonable efforts to implement the Marketing Plan.

6.2. In furtherance of marketing the Products and services of the other Party, each Party shall:

(i) Avoid deceptive, misleading, misrepresentative, illegal, or unethical practices that may be detrimental to the other Party or to the Products and services of such other Party;

(ii) Not make any representations, warranties, or guarantees to customers concerning the other Party's Products or services that are inconsistent with or in addition to those made in this Agreement or the Marketing Plan; and

(iii) Comply with all applicable international, federal, state and local laws and regulations, including privacy and data protection laws, in performing marketing activities and its duties with respect to its own Products and services.

6.3. Each Party shall obtain the other Party's prior written approval in each case for all publicity concerning the other Party including, but not limited to, any press release, marketing statements or sales materials.

6.4. Notwithstanding the foregoing, it is agreed and understood that either Party shall have unrestricted rights to pursue any business opportunity alone or with any third parties. The Parties agree that this Agreement does not authorize or require either party to sell the other Party's Products. The Parties agree that neither party shall earn or pay any type of commission or other compensation in connection with sales referrals made under this Agreement.

7. **TRADEMARK LICENSE.**

7.1. Subject to the terms of this Agreement and any additional policies and instructions identified by a Party with respect to the use of its Marks, once certification has been confirmed by Wiz to Partner in writing, each Party grants to the other Party and its Affiliates a limited, revocable, non-exclusive, non-transferable, royalty-free license for the Term of this Agreement to use the other Party's trademarks, trade names and/or logos ("**Marks**") solely in connection with the integration of the Party's Products in accordance with this Agreement.

7.2. Each Party maintains exclusive title to its Marks and retains all rights not explicitly granted by the Agreement. Neither Party will: (i) challenge or take any action which interferes with the other Party's rights in its Marks; (ii) directly or indirectly use any Marks or any mark or name confusingly similar to any Marks of the other Party, as part of its business names or in any manner except as explicitly authorized by the other Party; (iii) register or attempt to register any trademark, any part of trademark, or any mark or name confusingly similar to any the other Party's Marks. Each Party shall have the right to object to and thereby prohibit the use of its Marks on or in any materials at any time in its sole discretion, provided that if Partner prohibits the use of its Marks by Wiz after certification has been achieved, Wiz shall not be obligated to provide Partner with any support and may, at its discretion, terminate this Agreement immediately upon written notice to Partner by email. If the party owning the Marks notifies the other party that the use of the Marks is not in compliance with the Mark owner's policies or is otherwise in breach of this Agreement, then the party using the Marks will promptly take such reasonable corrective action as directed by the Mark owner. All of the benefit and goodwill associated with the use of the Marks will inure entirely to the Mark owner. Either party may terminate its trademark license if, in its reasonable discretion, the

other party's use of one or more of its Marks tarnishes, blurs or dilutes the quality associated with the Marks or the associated goodwill.

8. EXPENSES.

Each Party shall bear its own costs and expenses incurred in performing its obligations under this Agreement, unless otherwise agreed by the Parties in writing.

9. LIMITED WARRANTY.

9.1. Each Party represents and warrants to the other Party that it has the right to enter into this Agreement, and that this Agreement constitutes a valid binding obligation of such Party, enforceable against such Party in accordance with its terms and does not conflict with or violate any agreements such Party has with any third party. EACH OF THE WIZ PRODUCTS AND PARTNER PRODUCTS IS PROVIDED "AS IS" WITHOUT WARRANTY AND EACH PARTY HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR PERFORMANCE.

10. CONFIDENTIALITY.

10.1. Each Party and its Affiliates may have access to non-public information of the other Party or its Affiliates, in any form or media, including without limitation, trade secrets and other information related to the products, software, technology, intellectual property, testing results, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). For the avoidance of doubt, the Wiz Integration API and the Wiz Integration Documentation are Wiz's Confidential Information. 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: (a) was already lawfully known to the receiving Party at the time of disclosure by the disclosing Party; (b) was disclosed to the receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving Party has become, generally available to the public; or (d) was independently developed by the receiving Party without access to, or use of, the disclosing party's Confidential Information.

10.2. 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. Neither Party shall use or disclose the Confidential Information of the other Party except for as reasonably necessary 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, 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 or a court of 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 subject to such third parties being bound by at least equivalent obligations of confidentiality and non-disclosure as those under this Agreement.

10.3. Unless otherwise agreed by the Parties, upon (a) the disclosing Party's request (but only if such Confidential Information is not required to exercise a right or perform an obligation under this Agreement); or, (b) in any event, termination or expiration of this Agreement, each Party will return or destroy (and certify such destruction upon request of the disclosing party) the Confidential Information of the other Party, and all copies thereof, in its possession or control, except such Confidential Information as is necessary to continue exercising any rights that survive termination or expiration of this Agreement or as otherwise required to comply with applicable laws. The obligation to return or destroy all copies of Confidential Information does not extend to automatically generated copies which may still exists on servers and back-ups for a reasonable period in line with industry

standards provided that the receiving Party shall make no further use of those copies and that the confidentiality obligations herein shall continue to apply until the Confidential Information is fully destroyed.

10.4.   All Confidential Information and any derivatives thereof are and shall remain the exclusive property of the disclosing Party and no rights, interests or license, are granted or implied hereby to have been granted to the receiving Party. Each Party acknowledges and agrees that its products and services contain proprietary information and trade secrets of the owner of the products and services. Each Party will not use any Confidential Information that it gains through use or study of the other's products and services to facilitate its or any third party's development of any software programs or other products that would compete with the other's products and services. Notwithstanding the foregoing, each Party hereby acknowledges and agrees that the other party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information of the disclosing Party. Accordingly, nothing in this Agreement will be construed as a representation or agreement that either Party will not develop or have developed products, services, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that the receiving Party does not violate any of its obligations under this Agreement in connection with such development.

10.5.   Each Party acknowledges that a breach by the other Party of any confidentiality or proprietary rights provision of this Agreement may cause the non-breaching party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the non-breaching party may seek an action to enjoin the breaching party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and a Party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching party may be entitled at law or in equity.

11. INDEMNIFICATION.

11.1.   Each Party ("**Indemnifying Party**") will indemnify, defend and hold harmless the other Party, its Affiliates, directors and employees (collectively "**Indemnified Party**") against any and all claims made by any third parties and all related losses, liabilities, damages, costs and expenses (including without limitation reasonable attorneys' fees) directly resulting from any such claims that Indemnified Party's use of the Indemnifying Party's Products as authorized by this Agreement violates, misappropriates or infringes upon the patent, copyright, trademark, trade secret, or other proprietary rights of any third party.

11.2.   The Indemnified Party will promptly notify Indemnifying Party promptly of any such claims, suits, and proceedings in writing. Indemnifying Party will be given full and complete authority and information for the defense and settlement of the claim provided that Indemnifying Party will have no authority to enter into any settlement or compromise which imposes any obligation or admits any guilt on behalf of Indemnified Party without the prior written consent of Indemnified Party, which shall not be unreasonably withheld. At Indemnifying Party's request, Indemnified Party will reasonably cooperate with Indemnifying Party in defending or settling any such action.

11.3.   Notwithstanding the foregoing, a Party will have no obligation under this section or otherwise with respect to any infringement claim to the extent based upon: (i) any use of the other Party's Products not in accordance with this Agreement or the relevant product documentation; (ii) any use of the other Party's Products in combination with other products, hardware, equipment, software, or data not authorized in writing by such Party to be used with the technology; or (iii) any modification of the other Party's Products by any person other than other Party or its authorized agents or subcontractors. THIS SECTION STATES THE INDEMNIFYING PARTY'S ENTIRE LIABILITY AND THE INDEMNIFIED PARTY'S EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

12. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(A) EXCEPT FOR ANY DAMAGES ARISING OUT OF A PARTY'S: (1) GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUDULENT ACT, (2) MISAPPROPRIATION OR OTHERWISE VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (3) BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREIN, NEITHER PARTY OR ITS AFFILIATES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE,

REPUTATION, OR PROFITS, DATA, OR DATA USE.

(B) EXCEPT FOR ANY DAMAGES ARISING OUT OF A PARTY'S: (1) GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUDULENT ACT, (2) INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT, (3) MISAPPROPRIATION OR OTHERWISE VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (4) BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREIN, THE MAXIMUM LIABILITY OF EACH PARTY FOR ALL DAMAGES OR ALLEGED DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, IS LIMITED TO, AND SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, USD $1,000.

13. TERM AND TERMINATION.

13.1. **Term**. Unless terminated earlier as provided herein, the Term of this Agreement shall be one (1) year and will automatically renew for consecutive one (1) year term(s) (the "**Term**") unless otherwise terminated in accordance with this section.

13.2. **Termination for Convenience**. This Agreement may be terminated for convenience by a Party providing the other Party thirty (30) days prior written notice. Any accrued rights and obligations will survive termination.

13.3. **Termination for Cause.** Either Party may immediately terminate this Agreement upon notice to the other Party if the other Party: (i) materially breaches this Agreement and, to the extent such breach is curable, fails to cure such breach within 30 days after receiving notice of the breach from the other Party, or (ii) commences bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets, or ceases to operate in the ordinary course of business. Any accrued rights and obligations will survive termination.

13.4. **Effect of termination**. Upon expiration or termination of this Agreement (a) all rights and obligations granted to each Party by the other hereunder shall immediately cease; (b) neither Party shall have the right to represent itself as a partner of the other party; (c) each party shall remove all references of the other Party from its website and marketing materials, and shall cease all use of the other Party's Marks; and (d) within thirty (30) days, each party shall return to the other Party and destroy all Products or other materials in its possession or control that belong to the other Party and shall certify compliance with this Section upon request.

13.5. **Survival**. Sections 3 (*Prohibited Uses*), 4 (*Title and Ownership*), 8 (*Expenses*), 910 (*Confidentiality*), 11 (*Indemnity*), 12 (*Limitation of Liability*), 13 (*Term and Termination*) and 14 (*Miscellaneous*) shall survive termination or expiration of this Agreement

14. MISCELLANEOUS.

14.1. **Relationship of Parties.** The Parties expressly agree that they are independent contractors under this Agreement and no other relationship is intended, including without limitation a partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or other special relationship. Neither Party shall have any right or authority to assume, create, or incur any liability or any obligation on behalf of the other Party. Neither Party shall take any action that expresses or implies a relationship other than that of independent contractor.

14.2. **No Third Party Beneficiaries**. Unless otherwise expressly provided, no provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Partner and Wiz any rights, remedies or other benefits under or by reason of this Agreement.

14.3. **Notices.** All notices which are required to be given pursuant to this Agreement shall be in writing and shall be sent by overnight courier to the address listed on page 1, with receipt acknowledged, or by email with an electronic proof of receipt. In respect of Wiz, notices may be sent by email to legalnotices@wiz.io. Notices shall be deemed to have been delivered at the time delivered.

14.4. **Force Majeure.** Nonperformance by either Party will be excused to the extent that performance is rendered impossible by strike, fire, flood, riots, terrorism, governmental acts or orders or restrictions, or any other reason where failure to perform is beyond the reasonable control of the non-performing Party and not caused by the negligence of the nonperforming Party.

14.5. **Assignment.** Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the

foregoing, this Agreement may be assigned by either Party to its Affiliate or in connection with a merger, consolidation, sale of all of the equity interests of the Party, or a sale of all or substantially all of the assets of the Party to which this Agreement relates, provided in any event that the assignee or successor agrees to be bound by all of the terms and conditions of this Agreement. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

14.6. **Export.** Each Party shall be responsible for complying with all applicable laws in connection with its use of the Products including, but not limited to, U.S. Export Administration Regulations, any other export laws, restrictions, and regulations to ensure that the products and any technical data related thereto is not exported or re-exported, directly or indirectly, in violation of or used for any purposes prohibited by such laws and regulations.

14.7. **Compliance with Laws & Data Protection.** Each Party will comply with its respective legal obligations in performing its duties under this Agreement including complying with all applicable international, federal, state and local laws and regulations, including all applicable data privacy, data protection and data security laws and regulations. The Parties agree that, for the purposes of the GDPR and equivalent data protection laws, there is no controller-processor relationship between Wiz and Partner with regards to either Party's customers' personal data or personal data of users of the Wiz Integration Documentation. In the event the Parties are required to enter into additional agreements to comply with applicable laws, including to put in place adequate data transfer mechanisms such as Standard Contractual Clauses, Partner agrees to execute such additional agreements as needed.

14.8. **Waiver, Severability and Modification.** 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 and will have no effect on the remainder of this Agreement. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by the Parties.

14.9. **Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of New York, not including its law of conflicts of laws. The Parties irrevocably consent to the exclusive jurisdiction of the courts of Manhattan, New York, over any action, suit or proceeding arising hereunder.

14.10. **Entire Agreement.** This Agreement, including all exhibits or terms that are incorporated herein by reference, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

14.11. **Counterparts.** This Agreement may be executed in electronic counterparts, each of which shall be an original and together which shall constitute one and the same instrument.