

TUFIN TECHNOLOGIES CHANNEL PARTNER PROGRAM - TERMS & CONDITIONS

Last Update – Jan 2017

The following terms and conditions (these "**Terms & Conditions**" or this "**Agreement**") shall apply with respect to participation by the above-named Partner ("**Partner**") in the Tufin Channel Partner Program (the "**Program**"). Under the Program, Tufin Software Technologies Ltd. ("**Tufin**") may, in its sole discretion provide marketing, sales, and training support to Partner as specified in and subject to the terms and conditions in this Agreement.

1. Partner Qualification and Right to Resell

Subject to Tufin's acceptance of Partner's application to join its Partner Program, the provision by Partner of any and all documents, certificates, licenses and/or approvals required by Tufin from time to time, and its compliance at all times with these Terms & Conditions, the Non-Disclosure Agreement entered into between the parties, Tufin's instructions, guidelines, Tufin's ABC policy available www.tufin.com/acbpolicy, Tufin's Export Restrictions Policy available at www.tufin.com/exportpolicy, Partner may resell Tufin hardware products, software license keys to activate Tufin software products and Tufin's support and professional services (collectively the "**Products**"), which it purchases directly from Tufin or a third party authorized by Tufin to distribute its Products (an "**Authorized Partner**"). For the avoidance of doubt, Partner shall not purchase any Products obtained from any source other than Tufin or Tufin authorized Distributor(s).

Partner may resell the Products only to customers (collectively, "**Customers**") located and taking delivery within (and for use within) the Partner's territory (the "**Territory**"), as designated in writing by Tufin. Partner shall not engage in, permit or encourage any advertising, marketing, solicitation, sales calls or other activity outside of (or directed outside of) the Territory. Tufin reserves the right, at its sole option and at any time (i) to add, change, modify or discontinue any Product and (ii) to amend or modify Partner's Territory.

In the event that Partner buys Products for resale to end customers directly from Tufin and not from a Tufin Authorized Distributor, Partner may appoint sub-resellers to sell the Products only if each such sub-reseller is bound in writing for Tufin's benefit to an agreement containing provisions at least as protective of Tufin and the Products as set forth herein. Partner shall be responsible for ensuring compliance by sub-resellers with this Agreement, and noncompliance by a sub-reseller shall be deemed noncompliance by Partner.

Partner (or any sub-reseller) shall sell Products only to Customers who accept the terms of Tufin's then-current standard End User License Agreement for the Products ("**EULA**"), as amended from time to time.

In order to ensure adequate technical and marketing support to Partners, Channel Partnership is subject to Partner's compliance with the requirements described in this Agreement, or as otherwise designated by Tufin from time to time. System integrators, service providers, value added resellers, and independent software vendors may not represent themselves as a Tufin authorized resellers without the prior written consent of Tufin which entails, among others, joining the Tufin Channel Partner Program by acknowledging, accepting in writing, and complying fully at all times with these Terms & Conditions.

Partner may purchase a limited number of Not for Resale (NFR) units, at an established discount level set by Tufin in its sole and absolute discretion. Partner may use such NFR units for the following non-production purposes: internal testing, evaluation and training. Partner shall not resell NFR units to end user customers. These units may be purchased only from Tufin Authorized Distributors.

2. Independent Contractor

Partner is an independent business entity engaged in purchasing and/or deploying Products for its Customers strictly as permitted hereunder. Partner is not an agent or legal representative of Tufin for any purpose and has no authority to act for, bind, or commit Tufin Corporation in any matter.

Partner shall not represent itself in any way that implies Partner is an employee, agent or branch of Tufin or any of its partners and affiliates. Partner shall immediately change or discontinue any representation or business practice found to be misleading or deceptive by Tufin, in its sole discretion upon notice from Tufin.

3. Term, Limitations, Termination

By Purchasing and/or selling any of Tufin's Products or services, Partner agrees to bound by the Terms & Conditions set forth herein, as amended from time to time by Tufin in its sole discretion, with or without prior written notice to Partner. For the removal of doubt, Partner is strictly forbidden to sell any of Tufin's Products without Tufin's prior confirmation of Partner's approved statuses. Tufin may terminate Partner's approved status, in its sole discretion, at any time, upon thirty (30) days written notice to Partner, or immediately, with or without notice upon Partner's material breach of the terms hereunder. Partner hereby irrevocably and unconditionally waives and releases Tufin, its employees, directors, partners, agents and affiliates from any claims and/or other demands which Partner may have in connection with such termination.

Any right or legal obligation of Partner that by its express term or nature would reasonably extend for a period beyond the term of these Terms & Conditions, shall so survive the termination thereof for any reason.

Upon expiration or termination of Partner's approved status: (i) any interests in assistance, rebates, or similar benefits to Partner shall automatically lapse, and (ii) all rights and licenses granted to Partner shall terminate upon the effective date of the termination or expiration.

4. Partner Program

The Partner Program consists of one participation level providing access to the available Marketing, Sales and Training resources ("**Promotional Materials**"). Tufin reserves the right, in its sole and absolute discretion, to modify or terminate the Partner Program upon thirty (30) days written notice at any time.

Partner shall market the Products and may use Promotional Materials supplied by Tufin or a Tufin Distributor to do so only for such purpose, and within any applicable guidelines for such use.

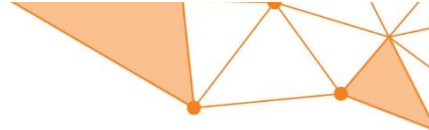
Partner shall maintain sufficient technical knowledge of Tufin's Products within Partner's organization and shall ensure that any employee dealing with Tufin's Product is adequately trained to do so accurately and/or support end users. To this end, Tufin may provide technical and sales training and Product information to Partner.

Tufin does not represent that it shall continue to maintain any of its Products or services. Tufin specifically reserves the right to modify any of the specifications or characteristics of its Products, to remove any Product from the market, and/or to cease manufacturing or supporting it. Tufin shall use commercially reasonable efforts to provide notification of any such changes.

Partner shall have access to Tufin Channel Partner Portal for training, sales enablement, and marketing resources. Partner is expected and encouraged to advertise and promote the sales of Products through all appropriate media including trade show exhibits, webinars, direct mailings, space and online advertising, educational meetings, sales aids and so forth. Tufin must approve, in advance in writing, all original materials that use or incorporate the Tufin name or the Tufin Marks (as defined below), aside from authorized use of existing Tufin-supplied materials .

Partner shall (i) obtain and maintain all necessary governmental and regulatory approvals and licenses to perform its obligations hereunder, (ii) comply with good business practices and all applicable laws and regulations, including without limitation (to the extent applicable) the U.S. Foreign Corrupt Business Practices Act and all applicable export laws, restrictions and regulations and (iii) bear all expenses relating to any necessary licenses and/or exemptions with respect to the export of the Products to any location in compliance with all applicable laws and regulations prior to delivery thereof by Tufin .

Partner represents and warrants that neither this Agreement nor the performance of or exercise of rights hereunder is restricted by, in conflict with, requires registration or approval, affects Tufin's proprietary rights



under, or shall require any payment, indemnification or compulsory licensing under, any applicable law or regulation.

5. *Limitation of Liability.*

NOTWITHSTANDING ANY PROVISION HEREIN OR OTHERWISE TO THE CONTRARY, NEITHER TUFIN NOR ANY OF TUFIN'S SUBSIDIARIES, PARENT COMPANIES AND AFFILIATES SHALL BE LIABLE OR OBLIGATED WITH RESPECT TO THE SUBJECT MATTER HEREOF OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY: (A) FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE FEES PAID TO TUFIN IN THE SIX (6) MONTHS PRECEDING THE INCIDENT; (B) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS; (C) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MORAL, EXEMPLARY OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR COST SAVINGS) EVEN IF PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (D) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (E) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. THE PRODUCTS ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE WHERE THE FAILURE OF THE LICENSED PRODUCT COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SIGNIFICANT PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). USE OF THE LICENSED PRODUCT IN HIGH RISK ACTIVITIES IS NOT AUTHORIZED. THE PARTIES AGREE THAT THIS SECTION REPRESENTS A REASONABLE ALLOCATION OF RISK AND THAT TUFIN WOULD NOT PROCEED IN THE ABSENCE OF SUCH ALLOCATION.

6. *Use of Tufin Trademarks*

Subject to the Terms & Conditions hereunder, Tufin hereby grants to Partner, and Partner hereby accepts a revocable, limited, nonexclusive term license to use the designations, trade names, trademarks, and logos related to the Products and designated by Tufin (collectively, the "**Tufin Marks**"), only to the extent set forth below, and Tufin's instructions from time to time. Partner acknowledges the following:

Tufin owns all rights, titles and interests in and to the Marks, including, without limitation, Tufin, SecureTrack, SecureChange, SecureApp. This list is not exclusive and Tufin reserves the right to add or delete trademarks or modify these usage guidelines at any time, with or without prior written notice of any such modification or deletion.

Partner shall acquire no interest in the Tufin Marks by virtue of these Terms & Conditions, its activities under it, or any relationship with Tufin, including but not limited to any reputation rights thereto and/or in connection thereby, and Partner hereby irrevocably and unconditionally waives any claim (now or in the future) against TUFIN in respect thereof .

During the term of this Agreement and subject to Partner's compliance with the Terms & Conditions herein in full, Partner may indicate to the public in its Territory that it is a recognized Tufin Partner.

Partner may use the Tufin Marks, only (a) during the period in which it is deemed by TUFIN as an approved Partner, (b) solely to promote and solicit sales of the Products and (c) only in strict accordance with applicable Tufin guidelines and requirements, including, without limitation, any trademark usage and quality control guidelines promulgated by Tufin from time to time. Tufin may withdraw the right to use the Tufin Marks at any time for any reason. Partner shall not adopt or use Tufin Marks, or any confusingly similar words or symbols, as part of its company name or in promotional materials or allow such marks or names to be used by others.

Partner shall assist Tufin and use its best endeavors to evidence, record and perfect Tufin's rights in all jurisdictions to the Tufin Marks. Partner shall not otherwise use or register (or make any filing with respect to) any trademark, name or other designation (including domain name registrations) relevant to the Tufin Marks or the subject matter of this Agreement anywhere in the world, whether during or after the term of this Agreement.

Partner shall not contest anywhere in the world the use by or authorization by Tufin of the Tufin Marks or any trademark, name or other designation relevant to the subject matter of this Agreement or application or registration therefor, whether during or after the term of this Agreement.

Partner shall comply with all applicable laws, rules and regulations of any competent authority in connection with its use of the Tufin Marks and the performance its other obligations under this Agreement.

Partner may not use the Tufin logo in any materials that have not been approved by Tufin. All such materials shall be submitted to Tufin's for approval before use by Partner. Partner may use the Tufin name only when explaining or describing its Products, and only in accordance with these guidelines; it may not be used in any way that states or implies that Partner is an official employee or representative of Tufin or is authorized to make commitments on behalf of Tufin.

At the expiration or termination of Partner's approved status by Tufin for any reason, Partner shall immediately discontinue any use of the Tufin Marks or any other combination of words, designs, trademarks or trade names that would indicate that it is or was a Channel Partner.

The Partner understands and agrees that (a) all goodwill associated with any of the Tufin Marks Products and services shall inure exclusively to the benefit of Tufin, (b) Partner shall not take any action, and/or shall cease taking any action, that would reasonably be expected to disparage or diminish the value of the Tufin Marks and (c) upon any expiration or termination of this Agreement, no monetary value shall be attributable to any goodwill associated with the use by Partner of the Tufin Marks, and/or any goodwill associated with its Marks, Products or services.

7. Purchase Orders Terms and Conditions

In the event that the Partner purchases Products by using a Purchase Order which contains any general terms and conditions which are inconsistent with the terms herein and/or not previously and explicitly approved in writing by Tufin, then such terms shall be deemed null and void and superseded by these Terms & Conditions which shall govern any such Purchase Order exclusively.

8. Partner Obligations and Restrictions.

Partner shall maintain a sales office which shall be opened and staffed during normal business hours and shall use its best efforts to promote, sell and support Products in the Territory to a standard comparable to other similar products sold by Partner. Partner shall devote sufficient resources, including support and competent and informed sales staff, to fulfill its obligation under these Terms & Conditions. Partner shall, among other things, demonstrate the use and application of the Products and provide post-sale support, in accordance with the terms hereunder. Partner shall make commercially reasonable efforts to include the Product in marketing and promotional programs that Partner designs and manages either through their own marketing teams or through programs its Customers manage. Partner shall not directly or indirectly market, distribute or sell the Products in any other territory.

Partner will at all times perform hereunder in a professional manner and in accordance with any guidelines issued by Tufin. Partner will: (a) conduct business in a manner that reflects favorably at all times on the Products and the good name, goodwill and reputation of Tufin; (b) avoid deceptive, misleading or unethical practices that are or might be detrimental to Tufin, the Products or the End Users, including but not limited to disparagement of Tufin or the Products; (c) make no false or misleading representation with respect to Tufin or the Products; and (d) make no representations with respect to Tufin or the Products that are inconsistent with Tufin's End User License Agreement for the Products, promotional materials and other literature distributed by Tufin, including all liability limitations and disclaimers contained in such materials.

Any software that is sold separately or any software or patented technology incorporated into or provided for use in a Product, is not sold, but is licensed solely for the End User's use and strictly in accordance with the associated Tufin EULA, documentation and any other applicable use restrictions.

Partner shall (i) obtain and maintain all necessary governmental and regulatory approvals and licenses to perform its obligations hereunder, (ii) comply with good business practices and all applicable laws and regulations, including without limitation to the extent applicable the U.S. Foreign Corrupt Business Practices Act and any similar Israeli laws, and any and all applicable export laws, restrictions and regulations and (iii) bear all expenses relating to any necessary licenses and/or exemptions with respect to the export of the Products to any location in compliance with all applicable laws and regulations prior to delivery thereof by Tufin.

Partner or Partner sub-reseller that sells a Tufin hardware or software product shall position and include in customer quotes a corresponding Tufin product support and maintenance offering.

In the event that the Partner purchases Products directly from Tufin, Partner shall handle and be responsible for all warranty claims and returns from its Customers in accordance with the warranty claims procedures designated by Tufin from time to time. Partner shall be liable for satisfaction of its Customers and for all claims, damages, settlements, expenses and attorneys' fees incurred by Tufin with respect to Partner's sub-resellers or any claims made by a Partner sub-reseller beyond the warranty made by Tufin to Partner.

Partner shall not, and shall not assist or permit any third party to: (i) disassemble, decompile or otherwise reverse engineer any Product or software, or otherwise attempt to learn the source code, structure, algorithms or ideas underlying any Product or software (except and only to the extent this clause is expressly prohibited by applicable law), (ii) provide, lend, rent, lease or otherwise provide temporary access to a Product, or use any Product for timesharing or service bureau purposes, (iii) take any action contrary to these Terms & Conditions, (iv) copy, modify or make derivative works of any Products or software, or combine any Product or software with any other software or product, (v) alter, obscure or remove any trademark, copyright or other proprietary designation or notice from any Product, (vi) export or re-export any part of the Product or software (or any direct product thereof) in violation of Tufin's ABC policy and any applicable restrictions, laws or regulations of the U.S. Department of Commerce or any other U.S., Israeli or foreign agency or authority, (vii) modify, use or distribute the Product, software or any part thereof, except as expressly permitted in this Agreement or (viii) authorize, allow, or assist others (including, without limitation any customer) to do any of the foregoing. Partner further agrees not to sublicense any of its rights under this Agreement.

Partner has no authority to and shall not make any commitment or warranty on behalf of Tufin including without limitation warranties with respect to Product characteristics, features, quality, performance, timelines, delivery, quantities, modifications, interfacing capabilities or suitability in specific applications. Partner shall indemnify Tufin from liability for any commitment or warranty made by Partner not specifically authorized by Tufin in writing.

Partner represents and warrants that neither this Agreement nor the performance of or exercise of rights hereunder is restricted by, in conflict with, requires registration or approval, affects Tufin's proprietary rights under, or shall require any payment, indemnification or compulsory licensing under, any law or regulation within the Territory.

Partner shall notify its Customers of software updates as they are made available by Tufin. Those Customers who have a valid support and maintenance agreement with Tufin shall be able to access the software update from the Tufin Support Center. Partner agrees to inform (a) Customers that they must, prior to using the Product in any manner, download software for use in connection with the Products, and agree to the EULA in connection therewith and (b) inform Customers as to where and how to download the software and access the EULA. Partner agrees to provide documentation to Tufin, upon Tufin's request, of its Customers' affirmative acceptance of the EULA.

In the event Partner purchases Products directly from Tufin for resale to end customers, Partner shall send to Tufin, in a mutually agreeable format, a monthly point of sale report showing: invoice date, ship date, reseller name, reseller state/province, reseller country, end user name, end user address, end user city, end user

state/province, end user country, end user zip/postal code, Product name, hardware serial number, software activation code, quantity, sale price, and not for resale (NFR) unit registration number.

Partner shall keep Tufin regularly informed as to its marketing plans in the Territory and shall provide Tufin with such additional promotional and marketing information as Tufin may request from time to time.

9. Customer Support and Services

Partner undertakes to provide End Users with Integration services of the Product with the End User network environment and related 3rd party software, and to provide End Users who purchased a currently-valid Maintenance & Support subscription With: (i) Product Training that ensures proper use of the Products derived from Partner training by Tufin and relevant materials provided to Partner by Tufin, and (ii) Front-line Technical Support available 8 hours a day, 5 days a week during normal business hours in the Territory. Partner will notify Tufin immediately in the event that it is unable to respond effectively to any End User request.

Partner undertakes to hold and operate, skilled manpower, equipment, technical and organizational measures, sufficient to render said services.

Tufin shall provide Technical Support for issues that cannot be resolved by Partner, only to End Users who have purchased a currently-valid Maintenance and Support subscription and are in full compliance with the license terms, the Maintenance and Support Agreement and the Product's documentation. This support shall, in no way replace undertakings of Partner as above-mentioned.

Partner shall designate a technical contact person with the proper know-how and technical experience to be responsible for the Integration, technical support and training for the Products (the "Contact Person").

10. Permits, License and Compliance

Partner will, at its sole cost and expense, obtain, secure and maintain at all times, all permits, licenses and approvals necessary in connection with its performance of his obligations hereunder, and will comply with all applicable laws, rules and regulations.

Partner will at all times during the term of this Agreement maintain appropriate technical and organizational measures to protect any End User data that it collects, accesses or processes in connection with this Agreement against unauthorized or unlawful use, disclosure, processing or alteration. Partner will act only on Tufin's instructions in relation to the collection, use, disclosure and processing, and removal/destruction of any such End User data.

11. Proprietary and Confidential Information.

Partner agrees that all code, inventions, algorithms, designs, know-how, ideas, and all business, technical and financial information it obtains or otherwise learn in connection with Tufin, its products, services and partners are the confidential property of Tufin and/or its suppliers ("Proprietary Information"). For clarity, all Products are deemed to be Tufin's Proprietary Information. Partner agrees (i) to hold the Tufin's Proprietary Information in strict confidence and take reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Partner employs with respect to its own confidential materials), (ii) not to divulge any such Proprietary Information or any information derived therefrom to any third person (iii) not to make any use whatsoever at any time of such Proprietary Information except as necessary to perform its obligations or exercise its rights under these Terms & Conditions, (iv) not to remove or export from the United States, or Israel or re-export any such Proprietary Information or any direct product thereof, except in compliance with, and with all licenses and approvals required under applicable export laws and regulations, and (v) not to copy or reverse engineer any such Proprietary Information. Any Partner employee given access to any such Proprietary Information must have a legitimate "need to know" and shall be similarly bound in writing. Without granting any right or license, Tufin agrees that the foregoing clauses (i), (ii), (iii), and (v) shall not apply with respect to any information after five (5) years following the disclosure thereof or any

information that the Partner can document (i) is or (through no improper action or inaction by Partner or any affiliate, agent, consultant or employee) becomes generally known to the public, or (ii) was properly in its possession or known by it without restriction prior to receipt from Tufin, (iii) was rightfully disclosed to it by a third party without restriction or (iv) is independently developed by Partner without use of or reference to Tufin's Proprietary Information. Partner may make disclosures required by court order provided it uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed Tufin to participate in the proceeding, and any information so disclosed shall continue to be treated as Proprietary Information for all other purposes. Partner acknowledges and agrees that due to the unique nature of the Tufin's Proprietary Information, there may be no adequate remedy at law for any breach of its obligations hereunder, and therefore, that upon any such breach or any threat thereof, Tufin shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law. Partner shall notify Tufin in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware. The provisions of this Section shall remain in full force and effect following the expiration of any Non-Disclosure Agreements executed between the parties, and shall survive for five (5) years beyond the expiration, non-renewal or termination of Partner's approved status hereunder.

Except as expressly set forth herein, these terms does not grant any license under any patents or other intellectual property rights owned or controlled by or licensed to Tufin

Compliance with Laws.

Partner agrees to comply with all laws and regulations that are applicable to the business that Partner transacts. Partner agrees to indemnify and hold Tufin harmless for all liability or damages caused by Partner's breach of this agreement or failure to comply with the terms of any provision hereof

12. Indemnification.

The parties hereto expressly understand and agree that Partner is an independent contractor in the performance of each and every part of this Agreement. Partner is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith and is responsible for and shall indemnify Tufin, and its directors, employees and subsidiaries from any and all claims, liabilities, damages, debts, settlements, costs, attorneys' fees, expenses and liabilities of any type whatsoever that may arise on account of Partner's activities or those of its employees or agents (including, without limitation, direct and indirect sub-resellers), including without limitation, providing unauthorized representations or warranties (or failing to effectively disclaim all warranties and liabilities on behalf of Tufin) to its Customers or breaching any term, representation or warranty of this Agreement.

Hardware Warranty. Tufin warrants only to Partner that the Products, when shipped from Tufin to Partner, shall conform in all material respects with Tufin's published specifications for such Products for a period of three (3) months from the shipment date of the applicable Products from Tufin to Partner. The foregoing warranty does not apply to any unit that has been modified, altered, damaged, mishandled, mistreated, used or maintained or stored other than in full conformity with the specifications and Tufin's instructions, or used for other than its intended purpose. Partner's sole remedy with respect to any warranty or defect is as stated above. Partner shall handle and be responsible for all warranty returns and claims from its customers. Partner is fully responsible for satisfaction of its customers and shall be responsible for (and shall indemnify, defend and hold Tufin harmless against) all claims, damages, settlements, expenses and fees incurred by Tufin with respect to Partner's customers, sub-resellers if applicable or their claims beyond Tufin's above warranty obligation to Partner.

Software Warranty. Tufin warrants to Partner that the Software shall, for a period of thirty (30) days following delivery ("**Warranty Period**"), substantially conform to the applicable Documentation, provided that the Software (a) has been properly installed and used at all times and in accordance with the applicable Documentation; and (b) has not been modified or added to by persons other than Tufin or its authorized representative. Tufin shall, at its own expense and as its sole obligation and Partner exclusive remedy for any breach of the foregoing warranty, either replace the applicable Software or correct any reproducible error in

the Software reported to Tufin by Partner in writing during the Warranty Period. If Tufin determines that it is unable to correct the error or replace the Software, Tufin will refund to Partner all License fees actually paid by Partner, in which case the License for the applicable Software and Partner right to use such Software shall terminate.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, NEITHER TUFIN NOR ANY OF ITS SUPPLIERS OR LICENSORS MAKES ANY WARRANTIES TO ANY PERSON OR ENTITY WITH RESPECT TO THE PRODUCTS OR ANY SERVICES, LICENSES OR OTHER SUBJECT MATTER OF THIS AGREEMENT, TUFIN AND ITS SUPPLIERS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TUFIN ALSO MAKES NO WARRANTY REGARDING NON-INTERRUPTION OF USE OR FREEDOM FROM BUGS. THE PRODUCTS ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE WHERE FAILURE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SIGNIFICANT PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). USE OF THE PRODUCTS IN HIGH RISK ACTIVITIES IS NOT AUTHORIZED. NO PERSON IS AUTHORIZED TO MAKE ANY OTHER WARRANTY OR REPRESENTATION CONCERNING THE PRODUCTS OR THE MEDIA ON WHICH PRODUCTS ARE SUPPLIED AND/OR THEIR USE. PARTNER WILL MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, ON BEHALF OF COMPANY.

13. Ownership.

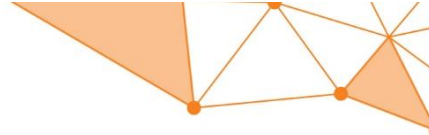
Tufin retains full and exclusive title to its intellectual property rights in connection with the Products, Partners activities hereunder, and any enhancements, improvements, derivatives and goodwill thereto, including without limitation any current patent applications, but other than in Partner's preexisting property rights.

14. Anti-Bribery.

Partner, its officers, directors, employees, agents and affiliates, and anyone for whose acts or defaults they may be vicariously liable or anyone acting on behalf of any of them, shall not make any payments in cash or in kind, or grant or promise other benefits of any kind in violation of (i) any applicable anti-bribery Law in connection with or in any way relating to or affecting these terms and conditions, or (ii) Tufin's ABC policy hereinabove. Vendor acknowledges that international anti-corruption Laws, including the U.S. Foreign Corrupt Practices Act ("FCPA") and the U.K. Bribery Act ("UKBA"), prohibit any direct or indirect payment/receipt of money or anything of value to/from any person (including but not limited to any government office, international organization, non-U.S. political party, party official or candidate for political office) for the purpose of obtaining, retaining or directing business, securing any improper advantage in the conduct of business or inducing the improper performance of any public or business-related function. Vendor represents and warrants that in the performance of its obligations under these terms and conditions or otherwise in connection thereto it has not made and agrees that it will not make any such prohibited payment.

15. Miscellaneous.

The Partner's rights and obligations and the licenses granted hereunder may not under any circumstances be assigned or transferred by Partner to any third party without the prior written consent of Tufin (and any attempt to do so shall be void). An assignment by operation of law or a change of control (directly or indirectly) shall be defined as an assignment or transfer hereunder. Tufin may assign and transfer its rights and the licenses granted hereunder without restriction. The provisions hereof are for the benefit of the parties only and not for any other person or entity. Any notice, report, approval, authorization, agreement or consent to or requested of Tufin required or permitted hereunder shall be in writing. No failure or delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any partial exercise of any right or power hereunder preclude further exercise. If any provision shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this arrangement shall otherwise remain in full force and effect and enforceable. These terms &



conditions shall be deemed to have been made in, and shall be construed pursuant to the laws of England and Wales without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act.

This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof and any waivers or amendments shall be effective only if made in writing, and any pre-printed or standard terms of any purchase order, confirmation or similar form, even if signed by the parties after the effectiveness hereof, shall have no force or effect.

IN THE EVENT OF A CONFLICT BETWEEN THESE TERMS & CONDITIONS AND A STATEMENT OF WORK, OR PURCHASE ORDER ISSUED BY PARTNER, THESE TERMS & CONDITIONS SHALL TAKE PRECEDENCE IN EVERY INSTANCE, UNLESS THE STATEMENT OF WORK OR PURCHASE ORDER (I) EXPRESSLY STATES THAT THE PARTIES DESIRED TO AMEND THESE TERMS, (II) SPECIFICALLY STATES THE SECTION OF THESE TERMS THAT WAS TO HAVE BEEN AMENDED, AND (III) IS EXECUTED BY AN AUTHORIZED SIGNATORY OF EACH PARTY.

The substantially prevailing party in any action to enforce these terms shall be entitled to recover its attorney's fees and costs in connection with such action. All rights not expressly granted are expressly reserved by Tufin. Partner is responsible for all acts and omissions of its affiliates or any person or entity whom Partner is permitted under these terms to allow the use of or access to the Product. Nothing in these Terms & Conditions shall be construed as creating an employer-employee relationship, a partnership, or a joint venture between the parties. Partner agrees not to remove or export or re-export Product, except in compliance with, and with all licenses and approvals required under applicable export laws and regulations.
