

THIS CUSTOMER SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT ("AGREEMENT") CONSTITUTES A BINDING CONTRACT BETWEEN TUFIN SOFTWARE NORTH AMERICA, INC. ("TUFIN" OR "COMPANY") AND THE CUSTOMER (AS DEFINED BELOW).

THE SOFTWARE (AS DEFINED BELOW) IS COPYRIGHTED AND LICENSED (NOT SOLD). BY CLICKING 'AGREE', USING THE SOFTWARE KEY ASSOCIATED TO THE SOFTWARE, INSTALLING, ACCESSING OR USING THE SOFTWARE (AS DEFINED BELOW) (THE DATE OF SUCH OCCURRENCE BEING THE "EFFECTIVE DATE"), CUSTOMER INDICATES THAT IT HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THE FOLLOWING:

- (a) THIS AGREEMENT, AND**
- (b) OTHER SUPPLEMENTAL TERMS AND POLICIES REFERENCED HEREIN, WHICH ARE STATED TO BE INCORPORATED INTO, AND MADE A PART OF, THIS AGREEMENT BY REFERENCE.**

IF CUSTOMER IS NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, CUSTOMER HAS NO RIGHT TO USE THE SOFTWARE.

For the avoidance of doubt:

- (A) the individual who agreed to be bound by this Agreement as set forth above represents that he/she has the authority to act on behalf of the Customer, and to bind the Customer to this Agreement; and**
- (B) Company reserves the right to make changes to these terms and conditions at any time by posting the changed version at <https://www.tufin.com/eula> and/or through a pop-up or banner within the Software, by sending an email to any address Customer may have used to register for the Software and/or for the Company's portal, or through other similar mechanisms. Such changes will be effective ten (10) days after such posting, and Customer's continued use of the Software thereafter shall constitute Customer's acceptance of such changes. In such cases, we will also update the "Last Updated" date and "Version" number set forth above. Please check the above webpage regularly for any changes to this Agreement.**

1. DEFINITIONS

"Affiliate" means, with respect to either party, any person, organization or entity controlling, controlled by, or under common control with, such party, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, organization or entity, whether through the ownership of voting securities or by contract or otherwise.

"Authorized User" or **"End User"** means an employee of Customer that the Customer authorizes to access and use the Software.

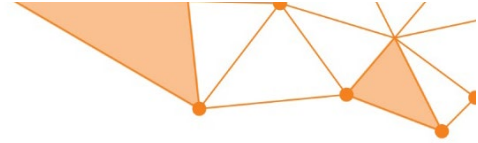
"Customer" means the entity signing this Agreement the details of which are listed below.

"Company Content" means any Content (excluding Customer Content) appearing or made available on or in the Software.

"Documentation" means the Software's technical documentation generally made available by Company to Customer.

"Feature" means any module, tool, functionality, or feature of the Software.

"Intellectual Property" means any and all inventions, invention disclosures, discoveries, improvements, works of authorship, technical information, data, databases, know-how, show-how, designs, ideas, drawings, logos, utility



models, topography and semiconductor mask works, specifications, formulas, methods, techniques, processes, software (including object code, source code, APIs, and non-literal aspects), algorithms, architecture, records, documentation, and other similar intellectual property or technology, in any format and media, anywhere in the world.

"Intellectual Property Rights" means any and all rights, titles, and interests (under any jurisdiction or treaty, whether protectable or not, and whether registered or unregistered) in and to Intellectual Property, including without limitation patents, copyrights and similar authorship rights, moral (and similar personal) rights, mask work rights, data and database rights, trade secret rights and similar rights in confidential information and other non-public information, design rights, industrial property rights, trademark, service mark, trade name, trade dress and similar branding rights, as well as: (i) all applications, registrations, renewals, reexaminations, extensions, continuations, continuations-in-part, provisionals, substitutions, divisions or reissues of or for the foregoing; and (ii) all goodwill associated with the foregoing.

"Law" means any federal, state, foreign, regional or local statute, regulation, ordinance, or rule of any jurisdiction.

"Licensed Configuration" means, the applicable maximum number of firewalls and/or choice of features, detailed in the Purchase Order, upon which the Fees (as defined hereunder) were calculated.

"Licensed Server(s)" means, the Customer server which enables the Software to operate in accordance with the Licensed Configuration.

"License file" means, the code provided to Customer by Tufin, which enables the on-Prem Software to operate on the Licensed-server(s) for the specified Licensed Configuration.

"License Key" the code provided to Customer by Tufin, which enables the SaaS Software to operate for the specified Licensed Configuration.

"New Versions" means new releases and new versions of the Software, as typically represented by the number to the left of the decimal point (e.g., Version X.0)

"Purchase Order" a purchase order form or executable order form, issued by a Tufin authorized channel partner and accepted by Tufin, for the purchase of a subscription to the Software by said partner, for sale to Customer.

"Product(s)" means the Software, Remote Collectors, Documentation, Company content, Support Services and all other services, content and items provided by Company.

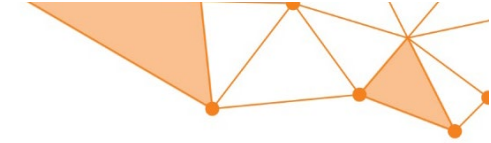
"Remote Collectors" means the Software's modules that are installed on remote servers, in addition to the main software server.

"Software" means Company's software product in object code (including on-prem software product and/or software product provided as SaaS). For the avoidance of doubt, references in this Agreement to "Software" shall, unless the context clearly requires otherwise, be deemed to include the Documentation and any Updates, and New Versions that Company provides to Customer hereunder.

"Support Services" means the Software maintenance and Support services provided under this Agreement.

"Server" means, a virtual machine or physical server of the Customer.

"Updates" means modifications, revisions, or enhancements (such as a bug fix or patch) to the Software (excluding New Versions), as typically represented by the number and letters to the right of the decimal point (e.g. Version 1.X).



2. SUBSCRIPTION RIGHTS AND RESTRICTIONS

2.1. Subscription. Subject to the terms and conditions of this Agreement, Company grants Customer a limited, non-exclusive, non-assignable, non-sublicensable license and right, during the Term (defined below), to do the following solely for Customer's internal, end-use business purposes (collectively, the "**Subscription**"):

- (a) download and install the Software on the Licenses Servers in line with the Licenses Configuration and to download and install Remote Collectors on such number of VMs (or aggregators) as authorized by the Purchase-Order;
- (b) access, use and permit its Authorized Users to access and use the Software.

The Subscription shall be subject to whatever other tier, volume, quantity, location, timing, Feature, or similar limitations or conditions specified in the Purchase Order. Use of the Software must be in accordance with the Documentation. Customer shall remain primarily responsible and liable for the Authorized Users' acts and omissions under this Agreement.

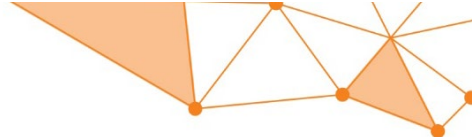
2.2. Restrictions. As a condition to the Subscription, Customer shall not do (or permit or encourage to be done) any of the following (in whole or in part): (a) copy, "frame", or "mirror" the Software; (b) sell, assign, transfer, lease, rent, sublicense, or otherwise distribute or make available the Software to any third party (such as offering it as part of a time-sharing, outsourcing or service bureau environment); (c) publicly perform, display or communicate the Software; (d) modify, alter, adapt, arrange, or translate the Software; (e) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) of, the Software; (f) remove, alter, or conceal any copyright, trademark, or other proprietary rights notices displayed on or in the Software; (g) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Software; (h) make a derivative work of the Software, or use it to develop any service or product that is the same as (or substantially similar to) it; (i) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Software; (j) employ any hardware, software, device, or technique to pool connections or reduce the number of VMs, devices or users that directly access or use the Software (sometimes referred 'o as 'virtualisation', 'multiplexing' or 'pooling') in order to circumvent any limitations or conditions on the scope of the Subscription; (k) disguise the origin of any data or content inputted or uploaded to, or transmitted through, the Software by Customer; or (l) take any action that imposes or may impose (as determined in Company's reasonable discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which operate or support the Software, or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure.

2.3. Reservation of Rights. For the avoidance of doubt, the Software (including any copies thereof) is only licensed hereunder, and no title in or to the Software (or such copies) passes to Customer. Any rights not expressly granted herein are hereby reserved by Company and its licensors, and, except for the Subscription, Customer is granted no other right or license to the Software, whether by implied license, estoppel, exhaustion, operation of law, or otherwise.

2.4. Delivery. The Software will be delivered electronically by a License Key or License File. The Software shall be deemed accepted upon delivery.

2.5. Hosting and Availability of SaaS Software. This Section (Hosting and Availability) applies to the extent that the Software Subscription is being provided as a service: The Software will be hosted by a third-party hosting service provider selected by Company ("**Hosting Provider**"), and accordingly the availability of the Software shall be in accordance with the Hosting Provider's then-current uptime commitments and in any event shall not exceed 99% of the time ("**Uptime**").

Uptime shall be measured monthly by Tufin. Any uptime or downtime calculation will exclude periods affected by scheduled maintenance and/or maintenance requested by Customer. Further, any downtime resulting



from outages of third-party connections or utilities or other reasons beyond the control of Tufin will also be excluded from any such calculation.

- 2.6. Subscription for Laboratory, evaluation, or temporary purposes. Company may, at its sole discretion, provide a Subscription for Laboratory, evaluation or temporary purposes, for a term to be notified by Company and subject to all terms and conditions of this Agreement. Without limitation to the generality of the foregoing, laboratory licenses shall only be installed by Customer on a separate non – production installation.

3. SUPPORT

During the Term, Company (and/or its Affiliates) shall provide Customer the Maintenance and Support Services in accordance with Tufin’s standard Software Maintenance Program: https://lp.tufin.com/rs/769-ICF-145/images/Tufin_Maintenance__Support_Services.pdf the "**Support Program**"). Company may subcontract Maintenance and Support Services (in whole or in part) to a third-party contractor, and Company shall remain primarily responsible for such contractor’s performance of the Support Services.

Tufin may modify its Support Program upon written notice to Customer, provided, however, that in no event may Tufin make any modifications to its Support Program that would materially reduce the level of maintenance and support services that Tufin provides to Customer hereunder during the Term.

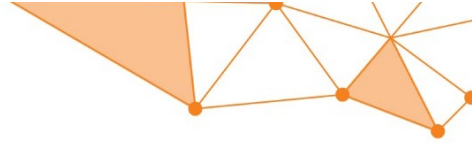
Tufin shall have no obligation of any kind to provide maintenance and support services for problems in the operation or performance of the Software caused by any of the following (each, a "**Customer-Generated Error**"): (a) non-Tufin software or hardware products; or (b) Customer’s failure to properly maintain Customer’s site and equipment on which the Software is installed or accessed. If Tufin determines that it is necessary to perform maintenance and support services for a problem caused by a Customer-Generated Error, Tufin will notify Customer thereof as soon as Tufin is aware of such Customer-Generated Error and, upon Customer’s approval, Tufin will have the right to perform such services and invoice Customer or Tufin’s authorized partner, at Tufin’s then-current published time and materials rates for all such maintenance and support services performed by Tufin.

4. FEES

- 4.1. Fees to Tufin’s authorized channel partner. Customer shall pay all applicable fees in consideration of the Software subscription (including On-Prem and/or SaaS) and all Products provided subject to the terms and conditions of this Agreement, (the "**Fees**") to Tufin’s authorized channel partner, pursuant to the payment terms agreed by and between Customer and Tufin’s authorized channel partner. Customer shall bear the costs of any governmental or local taxes separately arising out of or in connection the provision of Software or services (including, but not limited to, sales tax, use tax, VAT, withholding tax, and excluding any tax based on Tufin’s net income). All Fees are non-refundable.

- 4.2. Increasing Volume; True-Ups. Customer may increase the number of Servers monitored by the Software and/or the number of features used, or otherwise increase or upgrade the deployment other usage metrics (an "**Increase**"), by purchasing additional subscriptions and subject to a Purchase Order accepted by Company. Unless the Purchase Order states otherwise, such Increase shall be charged at Company’s then-current rates, pro-rated for the remainder of the then-current Term and shall terminate at the expiration of the then current term of the then current Subscription ("**Co-Termination**"). Similarly, any such Increase without notifying Company and obtaining Company’s acceptance as aforesaid, shall be charged at Company’s then-current rates, pro-rated for the remainder of the then-current Term.

- 4.3. Audit. Tufin reserves the right to audit, at its expense, Customer’s use of the Software and services (including, without limitation Software SKUs capacity, features or capabilities) and generate accurate, complete and auditable records of Customer’s use to ensure compliance with the terms and conditions of this Agreement and the Purchase Order. If at any time, Customer becomes aware that it has over-used any Software and services beyond purchases set forth in the applicable Purchase Order, Customer shall promptly notify Tufin in writing of such overage and pay any additional fees for the Software, features, functionality of capabilities thereof or services, actually used by Customer. All audits shall be conducted remotely from Tufin’s site(s), during regular business hours and shall not unreasonably interfere with Customer’s business



activities. If Customer requires Tufin to perform the audit on Customer premises, Customer shall bear Tufin's related travel and accommodation expenses. Customer shall use its' best efforts to cooperate with Tufin and its auditors in a timely manner, including by providing access to the Software and/or installing scripts provided by Tufin which deliver usage information to Tufin, for the purpose of the audit. Audits may also be performed via metadata and usage data collection pursuant to section 5.2 hereunder. If any audit reveals any over-use or underpayments of any Fees payable, Customer shall: (a) promptly pay the outstanding Fees, to bring its use into compliance, The foregoing is without derogating from any other right or remedy Tufin may have under this Agreement or law.

Any Increase identified in an audit shall be charged at Company's then-current rates, pro-rated for the remainder of the then-current Term and shall be payable within 60 (sixty) days of the completion of the Audit.

Without limitation to the foregoing, Customer shall maintain in the ordinary course of business appropriate records in connection with this Agreement for at least two (2) years after the expiration of the last subscription provided pursuant to this Agreement.

4.4. Purchasing via a Tufin Authorized Channel Partner. Customer is purchasing a Software subscription and/or services through a Tufin authorized reseller or distributor (a "**Tufin Authorized Channel Partner**") Therefore (a) instead of paying Company, Customer will pay the applicable Fees to the Tufin Authorized Channel Partner, as agreed between Customer and the Tufin Authorized Channel Partner, and Company may suspend or terminate Customer's Software subscription and/or services if Company does not receive the corresponding payment from the Tufin Authorized Channel Partner; (b) Customer's subscription and related order details will be as stated in the Purchase Order placed with Company by the Tufin Authorized Channel Partner on Customer's behalf, and Tufin Authorized Channel Partner is responsible for the accuracy of any such Purchase Order as communicated to Company; and (d) the Tufin Authorized Channel Partner is not authorized to modify any of these terms and conditions, or make any promises or commitments on Company's behalf, and Company is not bound by any obligations to Customer other than as set forth in this Agreement.

Any terms or conditions (whether printed, hyperlinked, or otherwise) in a Purchase Order or related correspondence, which purport to modify or supplement this Agreement (or the corresponding Purchase Order), shall be void and of no effect.

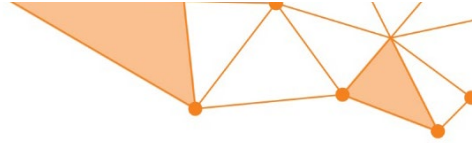
5. OWNERSHIP

5.1. Software. As between the parties, Company is, and shall be, the sole and exclusive owner of all Intellectual Property Rights in and to: (a) the Software; and (b) any and all improvements, derivative works, modifications, and/or customizations of/to the Software, regardless of inventorship or authorship. Customer shall make, and hereby irrevocably makes, all assignments necessary or reasonably requested by Company to ensure and/or provide Company the ownership rights set forth in the preceding sentence.

5.2. Customer Data. As between the parties, Customer is, and shall be, the sole and exclusive owner of all data and information inputted or uploaded to the Software by or on behalf of Customer ("**Customer Data**").

The Software shall collect and deliver to Tufin metadata and usage data with respect to Customer's use of the Software. This information shall be exclusively owned by Customer and shall be used by Tufin solely for internal business purposes, including for improvement of the Software and the Support Services and for the performance of an audit as set forth in section 4.4 above. Customer may choose to deactivate this function by reaching out to Tufin support team. In case of such deactivation, Customer shall be required to manually provide Tufin with metadata and usage data reports for audit purposes. If metadata and usage data is not received by or delivered to Tufin, for 180 days or more, Tufin will not provide Software Upgrades. If metadata and usage data is not received by or delivered to Tufin, for 12 months or more the Software will no longer be available for use.

5.3. Feedback and Statistical Data. In the event that Customer (or any person on Customer's behalf) provides any suggestions or similar feedback regarding the Software or any part thereof ("**Feedback**"), and/or to the extent Company receives de-identified statistical (or similar) information or data regarding Customer's use of



the Software ("**Statistical Data**"), Company shall be entitled, in perpetuity, to use and commercially exploit such Feedback and Statistical Data without any obligation or restriction whatsoever.

6. CONFIDENTIALITY Each party and/or its Affiliates (the "**Recipient**") may have access to certain non-public or proprietary information and materials of the other party and/or its Affiliates (the "**Discloser**"), whether in tangible or intangible form ("**Confidential Information**"). Confidential Information shall not include information and material which: (a) at the time of disclosure by Discloser to Recipient hereunder, was in the public domain; (b) after disclosure by Discloser to Recipient hereunder, becomes part of the public domain through no fault of the Recipient; (c) was rightfully in the Recipient's possession at the time of disclosure by the Discloser hereunder, and which is not subject to prior continuing obligations of confidentiality; (d) is rightfully disclosed to the Recipient by a third party having the lawful right to do so; or (e) independently developed by the Recipient without use of, or reliance upon, Confidential Information received from the Discloser. The Recipient shall not disclose the Discloser's Confidential Information to any third party, except to its employees, advisers, agents and investors, subject to substantially similar written confidentiality undertakings. Recipient shall take commercially reasonable measures, at a level at least as protective as those taken to protect its own Confidential Information of like nature, to protect the Discloser's Confidential Information within its possession or control, from disclosure to a third party. The Recipient shall use the Discloser's Confidential Information solely for the purposes of performing under this Agreement. In the event that Recipient is required to disclose Confidential Information of the Discloser pursuant to any Law, regulation, or governmental or judicial order, the Recipient will (a) promptly notify Discloser in writing of such Law, regulation or order, (b) reasonably cooperate with Discloser in opposing such disclosure, (c) only disclose to the extent required by such Law, regulation or order (as the case may be). Upon termination of this Agreement, or otherwise upon reasonable written request by the Discloser, the Recipient shall promptly return to Discloser its Confidential Information (excluding any Confidential Information retained as part of routine electronic back-ups), or if embodied electronically, permanently erase it, and if requested, certify such erasure in a signed writing.

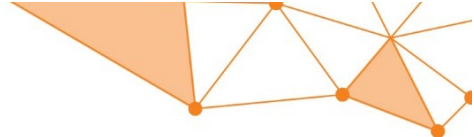
Notwithstanding anything in this Agreement to the contrary, Customer shall not disclose any of the Purchase Order's pricing or payment terms to any third party, without Company's prior express written consent.

7. WARRANTY AND DISCLAIMERS

7.1. On Premise Software Warranty. Company warrants to Customer that, during the Warranty Period (defined below), the On-Premise Software will in all material respects perform the functions described in the Documentation (the "**Warranty**"). The Warranty is subject to Software: (a) having been properly installed and used in accordance with the Documentation; and (b) not having been modified by any person other than Company (excluding customizations performed in compliance with Company's published guidelines) (c) Software was used on or in conjunction with hardware or software other than hardware and software with which the Software was designed to be used as described in the Documentation. In the event of any material breach of Warranty, and provided Customer has notified Company in writing of the material breach promptly after discovery thereof, Company shall first determine whether the material breach can be resolved via the Support Services, and Customer shall fully cooperate with Company in making such determination. If Company determines that Support Services cannot resolve the material breach, Company shall (at its sole option, and at no additional charge) use commercially reasonable efforts to provide a workaround, bug fix or patch, and Customer shall fully cooperate with Company in such efforts. For the avoidance of doubt, any workaround, bug fix, or patch shall not re-commence the Warranty Period, and are warranted for the remainder of the Warranty Period as then in effect.

7.2. Warranty Period. Unless the Purchase Order specifies a different warranty period, the "**Warranty Period**" shall be sixty (60) days commencing upon the delivery of the License File by Tufin.

7.3. DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT: (A) ALL PRODUCTS PROVIDED BY COMPANY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION OF ANY



KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET POSSESSION, NON-INFRINGEMENT, TITLE, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR DEALING, OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED BY COMPANY AND ITS LICENSORS; AND (B) COMPANY DOES NOT MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION REGARDING THE EFFECTIVENESS, USEFULNESS, RELIABILITY, COMPLETENESS, OR QUALITY OF THE PRODUCTS, THAT USE THEREOF WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, OR REGARDING THE SATISFACTION OF, OR COMPLIANCE WITH, ANY GOVERNMENT REGULATIONS OR STANDARDS.

8. LIMITATION OF LIABILITY

8.1. EXCEPT FOR A BREACH OF THE SUBSCRIPTION UNDER SECTION 2 (SUBSCRIPTION RIGHTS AND RESTRICTIONS), AND/OR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE COMBINED AGGREGATE LIABILITY OF EITHER PARTY HERETO UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO TUFIN FOR PRODUCTS PROVIDED UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE GIVING RISE TO LIABILITY.

8.2. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT, FOR:

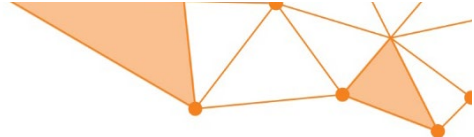
- (A) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES;
- (B) ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED SAVINGS;
- (C) ANY LOSS OF, OR DAMAGE OR INTERRUPTION TO, DATA, NETWORKS, HARDWARE, REPUTATION, OR GOODWILL; AND/OR
- (D) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.

8.3. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY: (A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; (B) EVEN IF A PARTY HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (C) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (D) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY, INCLUDING WITHOUT LIMITATION BREACH OF WARRANTY, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY, OR OTHER CONTRACT, TORT OR STATUTORY LIABILITY.

9. INDEMNIFICATION. In the event a third party makes or institutes any claim, action, or proceeding against Customer alleging that Customer's use of the Products in accordance with this Agreement infringes such third party's copyright or patent (an "**Infringement Claim**"), Company shall:

- (a) defend Customer against the Infringement Claim;
- (b) indemnify and hold harmless Customer for any amount finally awarded against or imposed upon Customer (or otherwise agreed in settlement) under the Infringement Claim.

As a condition to such defense and indemnification, Customer agrees: (A) to provide Company with prompt written notice of the Infringement Claim; (B) to cede to Company full control of the defense and settlement of the Infringement Claim (except that any non-monetary obligation imposed on Customer under a settlement shall require Customer's prior written consent, not to be unreasonably withheld, conditioned or delayed); (C) to provide Company with all information and assistance reasonably requested by Company; and (D) not to admit any liability under (or otherwise compromise) the Infringement Claim, absent the Company's prior



express written consent. Any participation by Customer in the defense of the Infringement Claim shall be at Customer's own cost and expense.

Company will have no liability under this Section (Indemnification) to the extent that the Infringement Claim is based on or results from: (i) a modification to the Products not made by Company; (ii) the combination of the Products with any third party product or service other than product or service with which the Products were designed to be used as described in the Documentation; and/or (iii) any Customer instructions or specifications.

Should the Products (in whole or in part) become, or in Company's opinion be likely to become, the subject of an Infringement Claim, then Customer permits Company, at Company's option and expense, to either: (x) obtain for Customer the right to continue using the Products (or part thereof); or (y) replace or modify the Products (or part thereof) so that its use hereunder becomes non-infringing; provided, however, that if (x) and (y) are not, in Company's opinion, commercially feasible, Company may terminate this Agreement upon written notice to Customer, and Customer shall be entitled to receive a pro-rated refund of any pre-paid Subscription fees hereunder based on the remaining period of the Term.

This Section (Indemnification) represents Company's sole liability, and Customer's sole remedy, for Infringement Claims.

10. TERM AND TERMINATION, RENEWALS

10.1. Term. This Agreement commences on the Effective Date and, unless terminated in accordance herewith, shall continue in full force and effect for the Subscription term stated in the applicable Purchase Order and any renewal or extension thereof (the "**Term**").

10.2. Termination for Breach. Company may terminate this Agreement immediately upon written notice to Customer if Customer commits a material breach under this Agreement and, if curable, fails to cure that breach within fifteen (15) days after receipt of written notice specifying the material breach (except that for payment defaults, such cure period will be seven days). Upon such termination, any and all Subscription fees or other fees paid to Tufin for Products delivered under this Agreement shall be non-refundable.

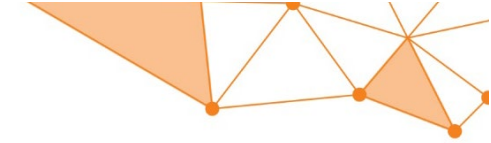
10.3. Termination for Bankruptcy. Each party may terminate this Agreement upon written notice to the other party upon the occurrence of any of the following events in respect of such other Party: (a) a receiver is appointed for the other party or its property, which appointment is not dismissed within sixty (60) days; (b) the other party makes a general assignment for the benefit of its creditors; (c) the other party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief Law, which proceedings are not dismissed within sixty (60) days; or (d) the other party is liquidating, dissolving or ceasing normal business operations.

11. CONSEQUENCES OF TERMINATION; SURVIVAL

Upon termination or expiration of this Agreement for any reason: (a) the Subscription will automatically terminate and be deemed revoked, and Customer must immediately cease all access to and use of the Software, and permanently uninstall all copies of the Software; and (b) Customer shall promptly pay any unpaid amounts that are outstanding as of termination. Section 2 (*subscription rights and restrictions*) and section 5 (*Ownership*) through 13 (*Miscellaneous*) shall survive termination of this Agreement, as shall any right, obligation or provision that is expressly stated to so survive or that ought by its nature to survive. Termination shall not affect any rights and obligations accrued as of the effective date of termination.

12. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement (including its validity) shall be governed by, and construed in accordance with, the laws of the State of New York, USA without regard to any conflicts of laws rules or principles. The United Nations

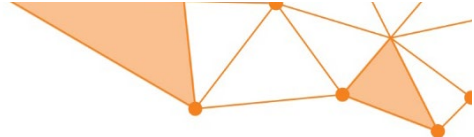


Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed.

Any claim, dispute or controversy under, or otherwise in connection with, this Agreement (a "**Dispute**") shall be subject to the exclusive jurisdiction and venue of the competent courts of New York County, New York, USA. Customer hereby irrevocably and unconditionally submits to the personal jurisdiction of such courts and waives any jurisdictional, improper venue, inconvenient forum, or other objections to such jurisdiction and venue. Notwithstanding the foregoing, Company reserves the right to seek equitable relief in any court worldwide of competent jurisdiction. **Furthermore, the parties hereby irrevocably and unconditionally waive the right to litigate such Disputes in court before a jury.**

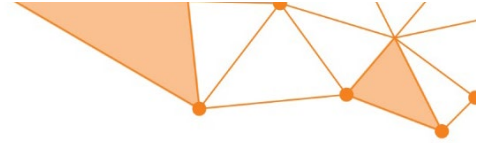
13. MISCELLANEOUS

- 13.1. **Entire Agreement.** This Agreement represents the entire agreement between Company and Customer with respect to the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous oral and/or written agreements, understandings and statements between Customer and Company with respect to such subject matter. Customer acknowledges and agrees that in entering into this Agreement it has not relied on any statement or representation (whether negligently or innocently made) not expressly set out in this Agreement, such as statements and explanations in any FAQs, summaries or explanatory guides regarding this Agreement, or other marketing material on the Company website. To the extent of any conflict or inconsistency between these terms and conditions on the one hand, and the Purchase Order on the other hand, the former shall prevail (unless the Purchase Order expressly overrides a provision herein). The language of this Agreement is expressly agreed to be the English language. By entering into the Agreement Customer hereby irrevocably waives, to the maximum extent legally permitted, any Law applicable to Customer requiring that the Agreement be localized to meet Customer's language (as well as any other localization requirements), or requiring an original (non-electronic) signature or delivery or retention of non-electronic records. The Section headings in this Agreement are for convenience of reading only, and shall not to be used or relied upon for interpretive purposes.
- 13.2. **Company Affiliates.** At Company's sole discretion, any Company obligation hereunder may be performed (in whole or in part), and any Company right or remedy may be exercised (in whole or in part), by a Company Affiliate. Without limiting the generality of the foregoing, Company may assign its right to invoice and receive payments under this Agreement to a Company Affiliate.
- 13.3. **GDPR Data Processing Addendum.** If Company's processing of personal data on behalf of Customer is subject to the EU GDPR, the UK GDPR, and/or the FADP (as such terms are defined under the Company DPA), or any successor legislation thereof, Customer agrees to the Company Data Processing Addendum currently available at <https://www.tufin.com/privacy-center> (the "**Company DPA**"), which is hereby incorporated into, and made a part of, this Agreement by reference.
- 13.4. **Assignment.** Except as expressly permitted in this Agreement, neither Party shall assign (or in any other way transfer) this Agreement (or any of its obligations or rights hereunder) without other party's express prior written consent. Any prohibited assignment shall be null and void.
- 13.5. **Third Party Software.** The Software may include third party software components that are subject to open source and/or pass-through commercial licenses and/or notices ("**Third Party Software**" and "**Third Party Software Terms and Notices**", respectively). Company will comply with any valid written request submitted by Customer to Company for exercising any rights Customer may have under such Third-Party Software Terms and Notices. Any undertakings, representations, warranties, guarantees, conditions, indemnities, or other commitments made by Company in this Agreement concerning the Software (if any),



are made by Company and not by any authors, licensors, or suppliers of, or contributors to, such Third-Party Software.

- 13.6. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect; and (b) the Parties hereto agree that the court making such determination shall have the power to limit the provision, to delete specific words or phrases, or to replace the provision with a provision that is legal, valid and enforceable and that most closely approximates the original legal intent and economic impact of such provision, and this Agreement shall be enforceable as so modified in respect of such jurisdiction. In the event such court does not exercise the power granted to it as aforesaid, then such provision will be ineffective solely as to such jurisdiction (and only to the extent and for the duration of such illegality, invalidity or unenforceability), and will be substituted (in respect of such jurisdiction) with a valid, legal and enforceable provision that most closely approximates the original legal intent and economic impact of such provision.
- 13.7. **Remedies.** Except as may be expressly stated otherwise in this Agreement, no right or remedy conferred upon or reserved by any party under this Agreement is intended to be, or shall be deemed, exclusive of any other right or remedy under this Agreement, at law or in equity, but shall be cumulative of such other rights and remedies.
- 13.8. **Waiver.** No failure or delay on the part of any party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing (for waivers by Customer, emails will be acceptable; for waivers by Company, the writing must be duly signed by an authorized representative of Company) and shall be valid only in the specific instance in which given.
- 13.9. **Relationship.** The relationship of the parties is solely that of independent contractors. Nothing in this Agreement shall be deemed to create any employment, fiduciary, joint venture, agency or other relationship between the parties.
- 13.10. **Notices.** Customer agrees that Company may send Customer notices by email, via Customer's Account, by regular mail, and/or via postings on or through the functionality of the Software. Except as stated otherwise in this Agreement or required by Law applicable to Customer, Customer agrees to send all notices to Company, to legal@tufin.com.
- 13.11. **No Third-Party Beneficiaries.** Except as otherwise expressly provided in this Agreement (such as Company Affiliates), there shall be no third-party beneficiaries of or under this Agreement.
- 13.12. **U.S. Government Rights.** The Service is "commercial computer software" and the Documentation is "commercial computer software documentation," pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. If Customer is an agency, department, employee or other entity of the United States Government, then Customer's access to and use of the Service shall be subject solely to the terms and conditions of this Agreement.
- 13.13. **Export Compliance.** The Software is subject to various export control laws including, without limitation, the export control laws of the State of Israel and the United States. Customer agrees that Customer will be at all time in compliance with Tufin Technologies' export policy available at: <https://lp.tufin.com/rs/769-ICF-145/images/tufin-export-policy.pdf> and with all applicable financial sanctions and export control laws,



regulations, and orders, including those administered by the U.S. Government. Customer represents and warrants (on behalf of itself and its Authorized Users, if applicable) that: (a) it is not a resident of (or will use the Service in) a country that the U.S. government has embargoed for use of the Service, nor is Customer named on the U.S. Treasury Department's list of Specially Designated Nationals or any other applicable trade sanctioning regulations of any jurisdiction; and (b) its country of residence and/or incorporation (as applicable) is the same as the country specified in the contact and/or billing address provided to us. In the event Customer breaches this Section (in whole or in part), or otherwise violates any Export Control Laws (defined below) in connection with the Service, Customer agrees to indemnify and hold harmless Company and all Company Affiliates (including ours and their respective directors, officers, and employees) for any fines and/or penalties imposed upon Company or an Company Affiliate (or such persons) as a result of such breach or violation. **"Export Control Laws"** means all applicable export and re-export control Laws applicable to Customer and/or Company, as well as the United States' Export Administration Regulations (EAR) maintained by the US Department of Commerce, trade and economic sanctions maintained by the US Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations (ITAR) maintained by the US Department of State.

13.14. Force Majeure. Company shall not be responsible for any failure to perform any obligation or provide any service hereunder because of any (a) act of God, (b) war, riot or civil commotion, (c) governmental acts or directives, strikes, work stoppage, or equipment or facilities shortages, and/or (d) other similar cause beyond Company's reasonable control. For the avoidance of doubt, any problems relating to hosting services shall not be deemed within Company's reasonable control.