

# TUFIN TECHNOLOGIES SECURECLOUD SERVICE TERMS OF USE

Last updated: February 22, 2020

By ordering or accessing the Tufin SecureCloud service (the "**Service**"), you agree to be bound by these terms of service between you and Tufin Software Technologies Ltd. ("**Tufin**" and this "**Agreement**", as applicable). This Agreement also incorporates by reference, the applicable Services Quote issued to you, the Tufin Privacy Policy and the SecureCloud Services Level Agreement available at [https://web.tufin.com/hubfs/legal/SecureCloud\\_ServiceSLA.pdf](https://web.tufin.com/hubfs/legal/SecureCloud_ServiceSLA.pdf), all as updated from time to time. If you do not agree to this Agreement, you must not access the Service Offering. "**Customer**" or "**You**" means you individually or the entity that you represent. If you are entering into this Agreement for an entity, you represent to us that you have legal authority to bind that entity.

## 1. The Service

This Agreement governs your access to and use of the Tufin SecureCloud service. We may deliver the Service to you with the assistance of our affiliates, licensors and service providers. You will comply with all laws, rules and regulations applicable to your use of the Service.

**Access to the Service.** You may access and use the Service solely for your own benefit and only in accordance with this Agreement. To access the Service, you must register for the Service and set up an authorized account with Login Credentials. You may monitor and manage your Service account via the Tufin Portal available at <https://securecloud.tufin.io/login>. You must keep confidential your login credentials. If you set up an authorized account for an organization, you must require that all authorized Users of that account (including anyone providing services to you) keep confidential their login credentials. You must keep your registration information accurate, complete and current for as long as you use the Service Offering. You are responsible for any use that occurs under your login credentials, including any activities by you or your employees, contractors or agents. If you believe an unauthorized person has gained access to your login credentials, you must notify us as soon as possible.

**Compliance; Cooperation.** We have the right to verify your compliance with this Agreement. If we seek to verify that compliance, you will provide information or other materials reasonably requested by us to assist in the verification. We monitor the overall performance and stability of the infrastructure of the Service. You may not block or interfere with that monitoring. If we reasonably believe a problem with the Service may be attributable to Your Content or your use of the Service, you will cooperate with us to identify the source of and resolve that problem.

**Third Party Content.** As part of your use of the Service, you may receive access to third party content, which is subject to separate terms. If so, those separate terms will prevail over this Agreement as to your use of the third party content. Third party content is available "AS IS" without indemnification, support (unless otherwise noted in the third party terms and conditions), or warranty of any kind. You are responsible for reviewing, accepting, and complying with any third party terms of use or other restrictions applicable to the Third Party Content. Those terms will be available to you in the third party terms or through a notification within the Service. We reserve the right to suspend or terminate the third party content at any time. We will use commercially reasonable efforts to provide reasonable notice of that suspension or termination.

**Evaluation/Trail Period.** If you access the Service, or a feature or functionality of the Service, on an evaluation or trail (either referred to as the "**Evaluation Service**" or "**Trail**"), then you may use the Evaluation Service only for evaluation purposes and for the period we specify. Unless we specify otherwise, any use of the Service on an evaluation basis will be for a period of 30 days, beginning on the date we provide you login credentials. You must not use the Evaluation Service for any production computing activity. Notwithstanding any other provision of this Agreement, we provide the Evaluation Service (a) free of charge and without support; and (b) "AS IS" without indemnification or warranty of any kind. The Service Level Agreement does not apply to the Evaluation Service. Also, certain features or services described in the Service Description may not be available for the Evaluation Service. You will not have access to the Evaluation Service or to Your

Content when it terminates. Any Evaluation Service features, and functionality do not constitute an implied commitment to offer them to you or anyone as part of the Service on a generally available basis.

**Open Source Software.** Our Service includes third party codes and libraries that are subject to third party open source license terms (the “Open Source Code” and the “**Open Source Terms**”, respectively). Some of such Open Source Terms determine that to the extent applicable to the respective Open Source Code licensed thereunder, such terms prevail over any conflicting license terms, including these Terms. We use our best endeavors to identify such Open Source Code, within our Service, hence we encourage Customer to familiarize itself with such Open Source Terms. Note that we use best efforts to use only Open Source Codes that does not impose any obligation or affect the customer data or related intellectual property (beyond what is stated in the Open Source Terms and herein), on an ordinary use of our Service that does not involve any modification, distribution or independent use of such Open Source Code. Notwithstanding anything to the contrary, we make no warranty or indemnity hereunder with respect to any Open Source Codes.

## **2. Data Protection and Security.**

**Data Protection.** We will process personal data contained in, and maintain appropriate technical and organizational measures (administrative, physical and technical safeguards), as set forth in the Privacy Policy.

**Your Content; Security.** You are solely responsible for your content. Except as provided by the Privacy Policy, You are responsible for protecting the security of your content, including any access to your content that you might provide to your employees, customers or other third parties, and when it is in transit to and from the Service. You must take and maintain appropriate steps regarding the security, protection and backup of your content, which might include the use of encryption technology to protect your content from unauthorized access. You are responsible for providing any necessary notices to Users and for obtaining any legally-required consents from Users concerning their use of the Service Offering. You are responsible for complying with any laws or regulations that might apply to Your Content. You are responsible for any losses or other consequences arising from your failure to encrypt or back up Your Content.

## **3. License and Restrictions.**

During the term of the subscription purchased by Customer, and subject to the payment in full of any and all license fees, Tufin grants Customer a limited license (with no right to sublicense) to access and use the Service solely for the purpose of Customer’s internal business operations. Tufin reserve any and all rights not expressly granted hereunder, including, without limitation, any and all rights to the Service.

Customer and any Users accessing the Service through Customer may not: (a) resell or sublicense the Service; or (b) use or access the Service: (i) in a way prohibited by law, regulation, governmental order or decree; (ii) to violate any rights of others; (iii) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Service or any other service, device, data, account or network; (iv) to spam or distribute malware; (v) in a way that could harm the Service or impair anyone else's use of it; (vi) in a way intended to work around the Service’s technical limitations, recurring fees or usage limits; or (vii) in any application or situation where failure of the Service could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage. Customer must ensure that your Users comply with the terms of this Agreement, and Customer agrees that if it becomes aware of any violation by one of your Users, it will immediately terminate that User's access to your content. If we have reason to believe that Customer or its Users have breached this Agreement, we or our designated representative may review its use of the Service Offering, including its account, content and records, to verify your compliance with this Agreement.

**Content Restrictions.** Customer will take steps to ensure that any User does not use any content that: (a) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to anyone; (b) may create a risk of any other loss or damage to any person or property; (c) may constitute or contribute to a crime or tort; (d) contains any information or content that is illegal, unlawful, harmful, abusive, pornographic, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, or otherwise objectionable; or (e) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships. Customer is

responsible for any software, product or service that a third party licenses, sells or makes available and that it installs or use with the Service. Customer's use of that software, product or service is governed by separate terms between Customer and that third party. We are not a party to and are not bound by any of those separate terms. Customer represent and warrant that its Content does not and will not violate any third-party rights, including any Intellectual Property Rights, and rights of publicity and privacy. Customer will ensure that its use of the Service complies at all times with your privacy policies and all applicable laws and regulations, including any encryption requirements.

**Violations of Acceptable Use.** If Customer become aware that any of its content or any User's access to or use of its Content violates these sections, Customer will take immediate action to remove the applicable part of its content or suspend the User's access. We may also ask Customer to take action within a certain time period, and if Customer fails to comply with the request, we may suspend your account pursuant to the terms herein.

#### **4. IP Ownership Privacy and Security.**

**Ownership of Service Offering.** We and our licensors own and retain all right, title and interest in and to the Service, including all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein. This includes any information that we collect and analyze in connection with the Service, such as usage patterns, user feedback and other information to improve and evolve our software products and services offerings. Customer's rights to use the Service are limited to those expressly granted in this Agreement. No other rights with respect to the Service, or any related Intellectual Property Rights are implied.

**Ownership of Your Content.** Customer and its authorized Users retain all right, title and interest in and to their Content and all Intellectual Property Rights therein. Our rights to access and use such Content are limited to those expressly granted in this Agreement. No other rights with respect to Customer's Content or any related Intellectual Property Rights are implied.

**Feedback.** We will be free to use for any purpose any feedback (such as comments or suggestions) that you provide to us regarding the Service. You hereby grant to us a non-exclusive, perpetual, irrevocable, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, perform, display, disclose, distribute, modify, prepare derivative works of and otherwise exploit the feedback without restriction in any manner now known or in the future conceived and to make, use, sell, offer to sell, import and export any product or service that incorporates the feedback.

**Security.** Tufin implements reasonable security measures and procedures to assist in protecting your Customer Data. You can learn more on our security measures and procedures on our Security Page, as updated from time to time.

**Privacy Policy.** As a part of accessing or using the Service, we may collect, access, use and share certain Personal Data (as defined in the [Privacy Policy](#)) from, and/or about, you. Please read our Privacy Policy, which is incorporated herein by reference, for a description of such data collection and use practices.

**Data Processing Agreement ("DPA").** By using the Service, Customer also accepts our Data Processing Agreement, which governs the Processing of Personal Data (as both terms are defined in the DPA) on Customer's behalf, where such Personal Data is subject to the General Data Protection Regulation 2016/679 (the "GDPR").

**Anonymous Information.** Notwithstanding any other provision of these Terms, we may collect, use and publish Anonymous Information (defined below) relating to your use of the Service, and disclose it for the purpose of providing, improving and publicizing our products and services, including the Sites and Service, and for other business purposes. "Anonymous Information" means information which does not enable identification of an individual, such as aggregated and analytics information. monday.com owns all Anonymous Information collected or obtained by monday.com.

## 5. Subscription Term, Renewal & Fees Payment.

**Subscription Term.** The Service is provided on a subscription basis for the term specified in your Order Form, in accordance with the respective subscription plan purchased under such Order Form (the “**Subscription Term**” and the “**Subscription Plan**”, respectively, and collectively the “**Subscription**”).

**Subscription Fees.** In consideration for the provision of the Service (except for Trial Service), Customer shall pay us the applicable fees per the purchased Subscription, as set forth in the applicable Order Form (the “**Subscription Fees**”). Unless indicated otherwise, Subscription Fees are stated in US dollars. Customer hereby authorizes us, either directly or through our payment processing service, to charge such Subscription Fees via Customer’s selected payment method, upon due date. Unless expressly set forth herein, the Subscription Fees are non-cancelable and non-refundable. We reserve the right to change the Subscription Fees at any time, upon notice to Customer if such change may affect Customer’s existing subscriptions upon renewal. In the event of failure to collect the Fees owed by Customer, we may, at our sole discretion (but shall not be obligated to) retry to collect at a later time, and/or suspend or cancel the Account, without notice.

**Subscription Upgrade.** During the Subscription Term, Customer may upgrade its Subscription Plan. Some Subscription Upgrades or other changes may be considered as a new purchase, hence will restart the Subscription Term and some won’t, as indicated within the Service and/or the Order Form. Upon a Subscription Upgrade, Customer will be billed for the applicable increased amount of Subscription Fees, at our then-current rates (unless indicated otherwise in an Order Form), either: (1) prorated for the remainder of the then-current Subscription Term, or (2) whenever the Subscription Term is being restarted due to the Subscription Upgrade, then the Subscription Fees already paid by Customer will be reduced from the new upgraded Subscription Fees, and the difference shall be due and payable by Customer upon the date on which the Subscription Upgrade was made.

**Excessive Usage.** We shall have the right, including without limitation where we, at our sole discretion, believe that Customer and/or any of its Users, have misused the Service or otherwise use the Service in an excessive manner compared to the anticipated standard use (at our sole discretion), to offer the Subscription in different pricing and/or impose additional restrictions as for the upload, storage, download and use of the Service, including, without limitation, restrictions on third party services, network traffic and bandwidth, size and/or length of content, quality and/or format of content, sources of content, volume of download time, etc.

**Subscription Auto-Renewal.** In order to ensure that Customer will not experience any interruption or loss of services, Customer’s Subscription includes an automatic renewal according to which, unless Customer cancels its Subscription at least 30 days prior to its expiration thereof, by delivering written notice to Tufin, the Subscription will automatically renew upon the end of the then applicable Subscription Term, for a renewal period equal in time to the original Subscription Term and, unless otherwise notified to Customer, at the same price, subject to applicable Tax changes and excluding any discount or other promotional offer provided for the first Subscription Term. Tufin will automatically issue an invoice and charge Customer for the applicable Subscription Fees upon or immediately prior to the expiration of the then applicable Subscription Term.

**Discounts and Promotions.** Unless expressly stated otherwise in a separate legally binding agreement, if Customer received a special discount or other promotional offer, Customer acknowledges that upon renewal of its Subscription, monday.com will renew such Subscription, at the full applicable Subscription Fee at the time of renewal.

**Credits.** Any credits issued to Customer by Tufin, for any reason (the “**Credits**”), will expire and be of no further force and effect, upon the expiration or termination of the applicable Subscription under the Account for which such Credits were given. Whenever fees are due for any Services, accrued Credits will be first reduced against the Subscription Fees and the remainder will be charged from Customer’s respective payment method. Credits shall have no monetary value (except for the purchase of Services under the limited terms specified herein) nor exchange value, and will not be transferable or refundable.

## 6. Orders, Delivery, Payment, and Taxes.

**Orders Generally.** All Orders issued to are subject to the terms of this Agreement and are not binding until accepted by Tufin. We are not required to provide any Service to you until you provide all information, we require for processing your Order. Your Order will be deemed accepted when we authorize the purchased Service for your Login Credentials.

**Delivery.** We will deliver the login credentials to you by email to the address associated with your Account. You must issue a purchase order to us for the initial Service order, unless you have otherwise executed a Tufin Order issued by Tufin together with your quote.

**Invoicing and Payment.** We will bill you as specified in the Service Description. You will pay all fees for use of the Service in the amount and currency specified in your invoice by one of the payment methods that we support as specified in the Service Description, and in any event no later than 30 days after the date of the invoice. The applicable fees for the Service will be governed by the then-current applicable price list at the time of invoicing. We may increase or add new fees for the Service by notifying you at least 30 days in advance. The Subscription fees are non-cancelable and non-refundable.

**Taxes.** Service fees are exclusive of Taxes. "**Taxes**" means any sales, VAT, GST (Goods and Services Tax), use, gross receipts, business and occupation, and other taxes (other than taxes on our income), export and import fees, customs duties and similar charges imposed by any government or other authority. You shall pay or reimburse us for all Taxes arising out of the transactions contemplated by this Agreement. If you are required to pay or withhold any Tax for payments due under this Agreement, you shall gross up your payments to us so that we receive sums due in full and free of any deductions. If you are required to pay any Tax to a taxing authority, you will also provide documentation to us showing that you paid those Taxes to the relevant taxing authority. You hereby confirm that we can rely on the name and address you provide to us when you agree to the Service or in connection with your payment method as being the place of supply for sales tax and income tax purposes or as being the place of supply for VAT purposes where you have established your business.

**Payment Through Reseller.** If Customer purchased a Service from a reseller or distributor authorized by Tufin ("**Reseller**"), then to the extent there is any conflict between these Terms and the agreement entered between Customer and the respective Reseller, including any purchase order ("**Reseller Agreement**"), then, as between Customer and Tufin these Terms shall prevail. Any rights granted to Customer and/or any of the other Users in such Reseller Agreement which are not contained in these Terms, apply only in connection with the Reseller. In that case, Customer must seek redress or realization or enforcement of such rights solely with the Reseller and not Tufin. For clarity, Customer's and its Users' access to the Service is subject to our receipt from Reseller of the payment of the applicable Fees paid by Customer to Reseller. Customer hereby acknowledges that at any time, at our discretion, the billing of the Subscription Fees may be assigned to us, such that Customer shall pay us directly the respective Subscription Fees.

## 7. Temporary Suspension.

We may suspend your use of the Service if we reasonably determine: (a) payment for the Service is not received within 30 days from the date on which payment is due; (b) you are, or your use of the Service is, in breach of this Agreement; (c) you fail to address our request to take action as specified herein; (d) your use of the Service poses a security risk to the Service or other users of the Service; or (e) suspension is required pursuant to our receipt of a subpoena, court order, or other request by a law enforcement agency. We will give you notice before we suspend, **subject to** applicable law, **and unless** we reasonably determine that **providing the notice presents** risk of harm to the Service or any person or property.

You will remain responsible for all fees incurred before or during any suspension. You will not be entitled to any service credits under any applicable Service Level Agreement that you might have otherwise accrued during the period of suspension.

## 8. Term and Termination.

**Term of Agreement.** This Agreement will be in effect until it is terminated as permitted herein. For Subscription-based Service Offerings, the subscription will automatically renew for identical successive periods, pursuant then current list prices, unless terminated as permitted therein.

**Termination for Cause.** We may terminate this Agreement effective immediately upon sending you an email notice if you: (a) do not resolve the underlying cause resulting in a suspension of your account (other than suspension due to a subpoena, court order, or other request by a law enforcement agency) within 10 days after your account is suspended; (b) commit a material breach of this Agreement that cannot be cured; or (c) terminate or suspend your business.

**Termination for Insolvency.** We may terminate this Agreement effective immediately upon sending you an email notice if you: (a) become insolvent, admit in writing your inability to pay your debts as they mature, or make an assignment for the benefit of creditors; or (b) become subject to control of a trustee, receiver or similar authority or any bankruptcy or insolvency proceeding.

**Effect of Termination.** Upon the effective date of termination of this Agreement for any reason: (a) all rights granted to you under this Agreement, including your ability to access the Service, will immediately terminate; and (b) you must promptly discontinue all use of the Service and delete or destroy any of our Confidential Information. Terms which by nature are designated to survive the termination or expiration hereunder, including Open Source Software, IP Ownership, (Orders, Delivery, Payment and Taxes, Term and Termination, Disclaimer, Limitation of Liability, Confidential Information, General, and the Privacy Policy will so survive the termination of this Agreement. Termination of your use of the Service will not entitle you to any refunds, credits, or exchanges, and you will be liable for all usage and other fees incurred up to the termination effective date, including any monthly billing fees for the remaining term of a Subscription-based Service after the termination effective date.

**Support and Subscription Services.** When applicable, and subject to the terms of this Agreement, we will provide support for the Service in accordance with the terms specified in the applicable Support Policy.

**Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR LICENSORS AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, RELATING TO THE SERVICE OR ANY MATERIALS OR SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. WE AND OUR LICENSORS AND SERVICE PROVIDERS DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR FREE FROM DEFECTS, OR THAT THE SERVICE WILL MEET (OR IS DESIGNED TO MEET) YOUR BUSINESS REQUIREMENTS.

**Suspension.** Without derogating from our termination rights above, we may decide to temporarily suspend the Account and/or a User Profile (including any access thereto) and/or our Service, in the following events: (i) we believe, at our sole discretion, that you or any third party, are using the Service in a manner that may impose a security risk, may cause harm to us or any third party, and/or may raise any liability for us or any third party; (ii) we believe, at our sole discretion, that you or any third party, are using the Service in breach of these Terms or applicable Law; (iii) Customer's payment obligations, in accordance with these Terms, are or are likely to become, overdue; or (iv) Customer's or any of its Users' breach of the terms herein. The aforementioned suspension rights are in addition to any remedies that may be available to us in accordance with these Terms and/or applicable Law.

## 9. Indemnification.

**Indemnification by You.** You will defend and indemnify us against any third party claim arising from or relating to: (a) your content; (b) any infringement or misappropriation of any Intellectual Property Rights by you, Users or your suppliers in connection with your use of the Service; (c) any violation of law by you or Users in connection with use of the Service; (d) your or Users' use of the Service in violation of this Agreement, (e) your or Users' use of any third party content or (f) any action taken by Tufin with respect to the Service that is permitted by this Agreement. We will (1) provide you with notice of the claim within a reasonable period of time after learning of the claim; and (2) reasonably cooperate in response to your requests for assistance. You may not settle or compromise any indemnified claim without our prior written consent.

**Defense and Indemnification.** Subject to the remainder of this Section, we will defend you against an infringement claim and indemnify you from the resulting costs and damages finally awarded against you to that third party by a court of competent jurisdiction or agreed to in settlement; provided that you: (a) promptly provide us with notice of any Infringement Claim; (b) allow us sole control over the claim's defense and settlement, and any related action challenging the validity of the allegedly infringed patent, trademark or copyright; and (c) reasonably cooperate in response to our requests for assistance. You may not settle or compromise any Infringement Claim without our prior written consent.

**Remedies.** If the Service becomes, or in our opinion is likely to become, the subject of an infringement claim, we will at our option and expense: (a) procure the rights necessary for you to keep using the Service; (b) modify or replace the Service to make it non-infringing; or (c) terminate this Agreement and refund any pre-paid fees for a Subscription-based Service pro-rated for its remaining term.

**Exclusions.** Notwithstanding the above-mentioned, we will have no obligation under this Section with respect to any claim or award based on: (a) a combination of the Service with non-Tufin data, products, business processes or content, including your content; (b) use of the Service for a purpose or in a manner not specified in this Agreement or the service description, or otherwise in a manner for which the Service was not designed; (c) any modification of the Service made without our express written approval; or (d) any Service provided on a no-charge basis, including an Evaluation Service as described herein.

## 10. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE OF THE SERVICE OR YOUR CONTENT, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE. IN ANY EVENT, OUR LIABILITY UNDER THIS AGREEMENT WILL NOT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE GREATER OF: (A) THE AGGREGATE FEES PAID OR PAYABLE TO US FOR YOUR ACCESS TO AND USE OF THE SERVICE IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM, OR (B) FIVE THOUSAND U.S. DOLLARS (\$5,000 USD), REGARDLESS OF WHETHER WE OR OUR LICENSORS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY IN THIS SECTION 11.1 WILL NOT APPLY TO (A) INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT OR (B) ANY LIABILITY WHICH MAY NOT BE EXCLUDED BY APPLICABLE LAW.

## 11. Confidential Information.

**Protection.** A party may use Confidential Information of the other party solely to exercise its rights and perform its obligations under this Agreement or as otherwise permitted under this Agreement. Each party will



disclose the Confidential Information of the other party only to the employees, service providers or contractors of the recipient party who have a need to know the Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than each party's duty under this Agreement. Each party will use reasonable care to protect the confidentiality of the other party's Confidential Information.

**Exceptions.** The recipient's obligations with respect to any Confidential Information will terminate if the recipient can show by written records that the information: (a) was already rightfully known to the recipient at the time of disclosure by the other party; (b) was disclosed to the recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; (c) is, or through no fault of the recipient has become, generally available to the public; or (d) was independently developed by the recipient without access to, or use of, discloser's Confidential Information. The recipient may disclose Confidential Information to the extent the disclosure is required by law or regulation or the listing rules of any stock exchange. The recipient will provide the other party notice, when practicable, and will take reasonable steps to contest and limit the scope of any required disclosure.

## **12. General.**

**Assignment.** You may not assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without our prior written consent. Any attempted assignment or transfer without that consent will be void. Subject to these limits, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

**Notices.** Any notice delivered by us to you under this Agreement will be delivered by email to the email address associated with your account, except as otherwise set forth in this Agreement. You will direct legal notices or other correspondence under this Agreement (including under any Additional Terms, regardless of whether such Additional Terms include notice provisions that refer to Tufin) to <https://www.tufin.com/support>.

**Modifications.** We may change periodically the Service Offering, the terms of your access to the Service Offering, this Agreement, the Service Description, the Privacy Policy, the Third Party Terms, or the Service Level Agreement. It is your responsibility to regularly check the Service Tufin portals for updates. We will notify you of any material, detrimental change to this Agreement, the Service Description, the Privacy Policy, the Service Level Agreement, or the Support Policy. In the case of a material, detrimental change to the Service Level Agreement, we will notify you at least 90 days prior to the effective date of the change. The modified Agreement, Service Description, Privacy Policy, Service Level Agreement, or Support Policy, as applicable, will become effective as of the date stated in that notification. If we make a material, detrimental change to the Service (other than the termination or modification of any beta feature or functionality), this Agreement, the Services, the Privacy Policy, or the Service Level Agreement, then you may terminate this Agreement no later than 30 days after the effective date of the notification. Your continued use of the Service after the effective date of any modification to the Agreement, the Services, the Privacy Policy, the Third Party Terms and the Service Level Agreement, will be deemed acceptance of the modified terms, as applicable.

**Waiver.** The waiver of a breach of any provision of this Agreement will not constitute a waiver of any other provision or any later breach.

**Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in force.

**Compliance with Laws; Export Control.** Each party will comply with all laws applicable to the actions contemplated by this Agreement. You acknowledge that the Service is of Israel, and may be subject to the export control laws of the applicable country. You represent and warrant that (a) you are not, and are not acting on behalf of, (1) any person who is a citizen, national, or resident of, or who is controlled by, the government of any country to which the United States or Israel has prohibited export transactions; (2) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked



Persons, or the U.S. Commerce Department Denied Persons List or Entity List, or any similar and applicable designated persons list; (b) you will not permit the Service to be used for any purposes prohibited by law, including any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons; (c) your content will not require an export license and is not restricted under applicable export control laws from export to any country Tufin service providers maintain facilities or personnel; and (e) you are not subject, either directly or indirectly, to any order issued by any agency of the United States government, revoking or denying, in whole or in part, your United States export privileges. You will notify Tufin immediately if you become subject to any such order.

**Force Majeure.** We will not be liable for any delay or failure to perform any obligations under this Agreement due to any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures, earthquakes, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war.

**Special Statute of Limitation.** Any claim hereunder must be filled within 2 years after the date the party asserting the claim first knows or reasonably should know of the act, omission, or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits such limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable Law.

**Governing Law.** This Agreement is governed by the laws of the State of New York, United States of America (excluding its conflict of law rules). The United Nations Convention for the International Sale of Goods does not apply. This Agreement does not affect your statutory rights that cannot be waived or changed by contract.

**Third Party Rights.** Other than as expressly provided in this Agreement, this Agreement does not create any rights for any person who is not a party to it, and no person who is not a party to this Agreement may enforce any of its terms or rely on any exclusion or limitation contained in it.

**Order of Precedence.** The terms herein will supersede and control over any conflicting or additional terms and conditions in the Additional Terms or in any other purchasing related document issued by you.

**Entire Agreement.** This Agreement, as it may be revised by us, is the entire agreement of the parties regarding its subject matter. This Agreement supersedes all prior or contemporaneous communications, understandings and agreements, whether written or oral, between the parties regarding its subject matter.

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