

TUFIN SOFTWARE TECHNOLOGIES
MARKETPLACE END USER LICENSE AGREEMENT

Effective Date: July 15, 2020

THANK YOU FOR CHOOSING TUFIN FOR YOUR COMPANY'S BUSINESS NEEDS. PLEASE READ THIS END USER LICENSE AGREEMENT (THE “EULA” OR “AGREEMENT”) CAREFULLY AS IT GOVERNS YOUR USE OF THE PRODUCTS (AS DEFINED BELOW), UNLESS WE HAVE EXECUTED A SEPARATE WRITTEN AGREEMENT WITH YOU FOR THAT PURPOSE.

BY CLICKING ON THE "I AGREE" OR SIMILAR BUTTON OR BY ACCESSING THE PRODUCTS, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (HEREINAFTER "CUSTOMER"), CUSTOMER REPRESENTS THAT IT HAS THE LEGAL AUTHORITY TO BIND THE COMPANY OR OTHER LEGAL ENTITY TO THIS AGREEMENT. TUFIN MAY MODIFY THIS AGREEMENT FROM TIME TO TIME, SUBJECT TO SECTION 13.4.

This Agreement applies to the following Tufin offerings, as further defined below (collectively, the “Products”):

- The Software (which may include Add-on Software); and/or
- Any related Support.

1. DEFINITIONS

- 1.1 “**Add-On Software**” means Software add-on products that Tufin may offer from time to time.
- 1.2 “**Affiliate**” means any partnership, joint venture, corporation or other form of enterprise, that directly or indirectly, controls, is controlled by, or is under common control with a party hereto.
- 1.3 “**Feedback**” means any ideas, know-how, algorithms, code contributions, suggestions, enhancement requests, recommendations or any other feedback on Tufin products or services.
- 1.4 “**Licensed Configuration**” - to the extent applicable, as indicated on the License Key, the choice of features and the maximum number of firewalls configured per Check Point Management Server, or the license type of the Check Point Provider-1 Customer Management Add-On or the maximum number of Juniper devices, or the maximum number of Cisco devices, or the maximum number of Fortinet devices, or any other hardware or Product specifications, as declared by Customer in its purchase order, and upon which the licensing fee was based.
- 1.5 “**License Effective Date**” means the effective date of each Order Form as stated therein.
- 1.6 “**License Key**” means the code provided to Customer by Tufin Technologies, which enables the Product to operate on the Licensed-server for the specified Licensed Configuration.
- 1.7 “**Licensed Server**” means the server which enables the Product to operate in accordance with the Licensed Configuration.
- 1.8 “**Order Form**” means written or electronic documentation (including a quote) that the Parties use to order the Products.
- 1.9 “**Parties**” means references to Tufin and Customer collectively. Each may be referred to individually as a “**Party**”.
- 1.10 “**Software**” means the object code copy of the software provided to you subject to this EULA, together with the associated original digital media and all accompanying manuals and other documentation, and together with all enhancements, upgrades, and extensions thereto that may be provided by Tufin to you from time to time (subject to the provisions of Section 8 below). If included in Customer’s subscription, Software will also

include Add-On Software.

- 1.11 “**Subscription Term**” means the period of one (1) year from the License Effective Date unless an alternate period is specified in an Order Form, renewed automatically for successive one (1) year period. Upon the expiration of each Subscription Term Tufin will generate a new Order Form for renewal. Tufin will provide a new License Key for Customer to download that will allow continued use of the Software in accordance with the Order Form.
- 1.12 “**Support**” means technical support for the Software that Tufin may provide.
- 1.13 “**Third Party Product**” means any software programs provided by third parties and contained in the Product.
- 1.14 “**Tufin**” or “**Tufin Technologies**” means Tufin Software Technologies Ltd., an Israeli corporation, registration number 51-362739-8, whose main office is located at 5 HaShalom Road, Tel Aviv, 6789205, Israel.

2. LICENSE GRANT

- 2.1 Subject to Customer's compliance with the terms of this EULA hereunder, which are subject to any amendments made by Tufin Technologies from time to time, Tufin Technologies grants Customer a non- exclusive, non-transferable, non-sub licensable limited license to use the Product for Customer’s internal business purposes during the Subscription Term, in accordance with the in accordance with the documentation provided by Tufin Technologies only on the Licensed Server and only for the Licensed Configuration stated in Customer’s Order Form (the "**License**").

3. LICENSE RESTRICTIONS

Customer may not and must not allow any third party to copy, distribute, reverse engineer, or make derivative works of the Product except as follows:

- 3.1 Customer may make only one copy of the Product on magnetic media for archival backup purposes, provided that such Customer’s archival backup copy is not installed or used on any computer without Tufin Technologies' prior written consent. Any other copies Customer makes of the Product are in violation of this EULA.
- 3.2 Customer may not use, modify, translate or reproduce the Product, or assign or transfer the right to use the Product or copy the Product except as expressly provided in this EULA.
- 3.3 Customer may not resell, sublicense, rent, lease, or lend the Product.

- 3.4 Customer agrees to use the Product solely for its internal business purposes, and not to let others use the Product and not to use the Product for the benefit of third parties.
- 3.5 Customer acknowledges that the source code of the Product, and its underlying ideas and/or concepts, are valuable intellectual property of Tufin Technologies and Customer agrees not to attempt to (or permit others to) decipher, reverse engineer, reverse compile, disassemble, or otherwise attempt to discover the source code of the Product or create derivative works based on the Product.

Customer agrees that Customer shall only use the Product in a manner that complies with all applicable laws in the jurisdiction in which Customer uses the Product, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights.

4. EVALUATION LICENSE

- 4.1 This Section 4 shall only apply if Customer is licensing the Product for an initial evaluation period. In such case and subject to Customer's compliance with the provisions of this Section 4, Tufin Technologies grants to Customer a limited in time, non-exclusive, non-transferable, non-sub licensable license to use the Product in accordance with the relevant documentation provided by Tufin Technologies, only on the Licensed Server and only for the Licensed Configuration (the "**Temporary License**"). The Temporary License is valid only for a 30-day evaluation period, unless agreed otherwise in writing by the Parties, and is designed to allow Customer to evaluate the Product during such period. In the event that Customer wishes to enter into a full License Agreement with Tufin Technologies, Customer may request a License Key from Tufin Technologies which if provided to Customer will allow Customer to use the Product after such evaluation period, but only subject to all of the terms and conditions of this EULA. In the event that Customer and/or Tufin Technologies determine not to enter into a licensing transaction with the other party, both during or at the end of such evaluation period, then Customer's rights under this EULA shall immediately terminate and Customer shall, at Tufin Technologies' discretion, promptly return to Tufin Technologies or destroy all copies of the Product. It is a violation of this EULA to create, set-up or design any hardware, software or system which alters machine's date or time during the evaluation period. This Agreement shall apply, *mutatis mutandis*, to any Temporary License.

5. INTELLECTUAL PROPERTY RIGHTS

The Product and all rights, without limitation including proprietary rights therein, are owned by Tufin Technologies and/or its licensors and Affiliates and are protected by international treaty provisions and all other applicable national laws of the country in which it is being used. The structure, organization, and code of the Product are the valuable trade secrets and confidential information of Tufin Technologies and/or its licensors and Affiliates. Customer must not copy the Product, except as set forth in Section 3 (License Restrictions). Any copies which Customer is permitted to make pursuant to this EULA must contain the same copyright and other proprietary notices that appear on the Product. Tufin reserves all rights in and to the Products not expressly granted to Customer under this Agreement.

6. FEEDBACK

Customer may provide Feedback to Tufin regarding the Products. Feedback is voluntary and is not Customer Confidential Information, even if designated as such. Tufin may fully exercise and exploit such Feedback for the purpose of (i) improving the operation, functionality and use of Tufin's existing and future product offerings and commercializing such offerings; and (ii) publishing aggregated statistics about the quality of the Products, provided that no data in any such publication will be used to specifically identify Customer, its employees or Customer's proprietary software code.

7. VERIFICATION

At Tufin's reasonable request, Customer, will enable Tufin to audit and inspect Customer's use of the Products in order to verify that Customer is using the Product in accordance with this Agreement. If such audit or inspection reveals that Customer has exceeded the use of Software specified in the relevant Order Form, Tufin,

or its authorized partner, as applicable, will invoice Customer for any additional use, effective from the date its use first exceeded the terms of the Agreement.

8. MAINTENANCE AND SUPPORT

- 8.1 Tufin performs Maintenance and Support services in accordance with Tufin's Software Maintenance Program: http://web.tufin.com/hubfs/Tufin_Maintenance_Support_Services.pdf. Tufin may modify its Software Maintenance Program upon written notice to Customer, provided, however, that in no event may Tufin make any modifications to its Software Maintenance Program that would materially reduce the level of maintenance and support services that Tufin provides to Customer hereunder during the then-current term for which Customer has paid maintenance and support fees.
- 8.2 Tufin will provide Maintenance and Support services, for all Tufin licensed products and features purchased by Customer, for the subscription period provided in the Order Form, provided that Customer pays Tufin's then-current annual maintenance and support service fees according to Tufin's price list.
- 8.3 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, "**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 at Tufin's then-current published time and materials rates for all such maintenance and support services performed by Tufin.

9. COMMENCEMENT & TERMINATION

- 9.1 This EULA is effective from the first date Customer installs the Product and shall remain in effect until terminated, in accordance with the terms herein. Tufin Technologies may terminate this EULA upon Customer's breach of any of the provisions hereof that is not cured within thirty (30) days. Customer may terminate the Agreement, upon at least sixty (60) days written notice before the end of the then-current Subscription Term. Upon termination of this EULA, Customer agrees to cease any and all use of the Product and to return to Tufin Technologies or destroy, at Tufin Technologies' discretion, the Product and all documentation and related materials in Customer's possession, at Customer's own costs, and so certify to Tufin Technologies in writing. Except for the License and/or Temporary License granted herein and except as expressly provided herein, the terms of this EULA shall survive termination.

10. INDEMNIFICATION

- 10.1 The Parties will defend each other against third-party claims, as and to the extent set forth in this Section 10 and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending Party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The Party being defended must provide the defending Party with all requested assistance, information, and authority. The defending Party will reimburse the other Party for reasonable out-of-pocket expenses it incurs in providing assistance, and will not settle or make any admissions with respect to a third-party claim without the other Party's prior written consent, not to be unreasonably withheld or delayed. This Section 10 describes the Parties' sole remedies and entire liability for such claims.
- 10.2 Tufin. Tufin will defend Customer against any claim brought by an unaffiliated third party to the extent it alleges Customer's authorized use of the Software infringes a copyright, patent, or trademark or misappropriates a trade secret of an unaffiliated third party. If Tufin is unable to resolve any such claim under commercially reasonable terms, it may, at its option, either: (a) modify, repair, or replace the Software (as applicable); or (b) terminate Customer's subscription and refund any prepaid, unused subscription Fees. Tufin will have no obligation under this Section 10.2 for any such claim arising from: (i) the modification of the Software, or the combination, operation, or use of the Software with equipment, devices, software, systems, or data, other than as expressly authorized by this Agreement (including the Software's documentation); (ii) Customer's failure to stop using

the Software after receiving notice to do so; (iii) Customer's obligations under Section 10.3; or (iv) products or services (including use of the Software) that are provided by Tufin free of charge.

- 10.3 Customer. Customer will defend Tufin against any claim brought by an unaffiliated third party arising from: (i) Customer's violation of this Agreement, including Customer's breach of confidentiality; or (ii) any third party-branded equipment, devices, software, systems, or data that Customer combines, operates, or uses with the Software.

11. WARRANTY DISCLAIMER

CUSTOMER ACKNOWLEDGES THAT THE PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. TUFIN TECHNOLOGIES, ITS LICENSORS AND AFFILIATES, EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE PRODUCT WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS, OR OTHER RIGHTS. THERE IS NO WARRANTY BY TUFIN TECHNOLOGIES OR BY ANY OTHER PARTY THAT THE FUNCTIONS CONTAINED IN THE PRODUCT WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR THE SELECTION OF THE PRODUCT TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE INSTALLATION, USE, AND RESULTS OBTAINED FROM IT.

12. LIMITATION ON LIABILITY

- 12.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY EXCEED THE FEES CUSTOMER HAS ACTUALLY PAID TO TUFIN DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY.
- 12.2 IN NO EVENT SHALL TUFIN TECHNOLOGIES, ITS EMPLOYEES OR LICENSORS OR AFFILIATES BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES, DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PROPERTY DAMAGE, PERSONAL INJURY, INTERRUPTION OF BUSINESS, LOSS OF BUSINESS INFORMATION, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC, COVER, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF TUFIN TECHNOLOGIES OR ITS LICENSORS OR AFFILIATES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.3 The exclusions and limitations set forth in this Section 12 will not apply to liability arising out of (1) Customer's non-compliance with the license grant or license restrictions in Sections 2 and 3; or (2) a Party's indemnification obligations in Section 10. Tufin Technologies is acting on behalf of its employees and licensors or Affiliates for the purpose of disclaiming, excluding, and/or restricting obligations, warranties, and liability as provided in this Section 12, but in no other respects and for no other purpose.

13. GENERAL PROVISIONS

- 13.1 Assignment. Customer may not assign its rights or obligations under this EULA to any party other than an Affiliate (but subject to the terms herein), without the prior written consent of Tufin Technologies. Customer shall remain fully liable to Tufin Technologies for a breach of this EULA by its assignees.
- 13.2 Severability. If any provision of this EULA is held to be invalid or unenforceable by a court of competent jurisdiction, that provision of the EULA will be enforced to the maximum extent permissible so as to affect

the intent of the EULA, and the remainder of the provisions of this EULA shall remain in full force and effect.

- 13.3 Export. The Product 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 not ship, transfer, or export the Product into any country, or make available or use the Product in any manner prohibited by any applicable export control laws.
- 13.4 Amendments; Order of Precedence. Tufin reserves the right to amend this Agreement at any time and will update the terms and conditions of this Agreement in the event of any such amendments. Changes to this Agreement will become effective upon the anniversary of Customer's then-current Subscription Term. In the event of a conflict between this Agreement and an Order Form, an Order Form will govern with respect to that order only. This Agreement and any addenda, including an Order Form, must control and no modification, change, or amendment of this Agreement will be binding upon the Parties or supersede the terms of this Agreement unless it is in writing, and is duly signed by each Party's authorized representative.
- 13.5 Governing Law; Venue. For Customers domiciled in the United States, Canada, Mexico, or a country in Central or South America or the Caribbean (the "Americas"), this Agreement will be governed by and construed in accordance with the laws of the State of New York, as if performed wholly within the state and without giving effect to the principles of conflict of law. For such Customers, any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in New York City and the parties hereby consent to personal jurisdiction and venue therein. If Customer's principal office is outside the Americas, this Agreement will be governed by the laws of England & Wales, any legal action or proceeding arising under this Agreement will be brought exclusively in the courts located in London, and the Parties hereby consent to personal jurisdiction and venue therein. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply to this Agreement. Notwithstanding the foregoing, Tufin may bring a claim for equitable relief in any court with proper jurisdiction.
- 13.6 Entire Agreement. This Agreement, including each Order Form, constitutes the entire agreement and understanding of the Parties with respect to its subject matter, and supersedes all prior or contemporaneous understandings and agreements, whether oral or written, between the Parties with respect to its subject matter. The terms of any Order Form, written terms or conditions, or other document that Customer submits to Tufin that contains terms that are different from, in conflict with, or in addition to the terms of this Agreement or any Order Form will be void and of no effect.
- 13.7 Third Party Software. The provisions of this EULA shall apply to all Third Party product providers and to Third Party products as if they were the Product and Tufin Technologies, respectively.
- 13.8 Government Restricted Rights. This provision applies to Product acquired directly or indirectly by or on behalf of any government. The Product is a commercial product, licensed on the open market at market prices, and was developed entirely at private expense and without the use of any governmental funds. Any use modification, reproduction, release, performance, display, or disclosure of the Product by any government shall be governed solely by the terms of this EULA and shall be prohibited except to the extent expressly permitted by the terms of this EULA, and no license to the Product is granted to any government requiring different terms.
- 13.9 Notices. Unless otherwise stated herein, any notice, request, demand or other communication under this Agreement must be in writing (e-mail is acceptable), must reference this Agreement, and will be deemed to be properly given: (i) upon receipt, if delivered personally; (ii) one (1) business day following confirmation of receipt by the intended recipient, if by e-mail; (iii) five (5) business days after it is sent by registered or certified mail, with written confirmation of receipt and email; or (iv) three (3) business days after deposit with an internationally recognized express courier and email, with written confirmation of receipt. Notices can be sent to the address(es) set forth in this Agreement, unless a Party notifies the other that those addresses have changed.

- 13.10 Force Majeure. Tufin will be excused from liability to the extent that it is unable to perform any obligation under this Agreement due to extraordinary causes beyond its reasonable control, including acts of God, natural disasters, strikes, lockouts, riots, acts of war, epidemics, or power, telecommunication or network failures.
- 13.11 Independent Contractor. The Parties are each independent contractor with respect to the subject matter of this Agreement. Nothing contained in this Agreement will be deemed or construed in any manner to create a legal association, partnership, joint venture, employment, agency, fiduciary, or other similar relationship between the Parties, and neither Party can bind the other contractually.