

EXHIBIT B

END USER LICENSE AGREEMENT

This End-user License Agreement (the "Agreement") is made and entered into as of the date set forth in the Purchase Order, Statement of Work, or similar document (the "Effective Date") between the eligible Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document (hereinafter "Customer" or "Ordering Activity"), and the GSA Multiple Award Schedule Contractor acting on behalf of Tufin Software North America, Inc., whose main office is located at 2 Oliver Street, Boston, MA, 02109, United States, on behalf of itself, its parent companies and subsidiaries (together "Tufin" or "Tufin Technologies").

1. DEFINITIONS

- 1.1 "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.
- 1.2 "Product" - the object code copy of the software provided to Customer subject to this Agreement, 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 Technologies to Customer from time to time (subject to the provisions of Section 5 below).
- 1.3 "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.
- 1.4 "Licensed Server" - the server which enables the Product to operate in accordance with the Licensed Configuration.
- 1.5 "License Key" - the code provided to Customer by Tufin Technologies, which enables the Product to operate on the Licensed-server for the specified Licensed Configuration.
- 1.6 "Third Party Product" - any software programs provided by third parties and contained in the Product.

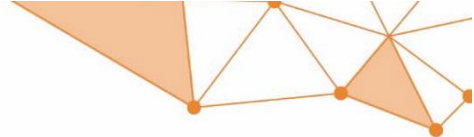
2. END USER RIGHTS AND USE

Subject to Customer's compliance with the terms hereunder, Tufin Technologies grants Customer a non-exclusive, non-transferable, non-sub licensable limited license to use the Product in accordance with the documentation provided by Tufin Technologies only on the Licensed Server and only for the Licensed Configuration (the "License").

3. LIMITATIONS ON END USER RIGHTS

Customer may not copy, distribute, reverse engineer, or make derivative works of the Product except as follows:

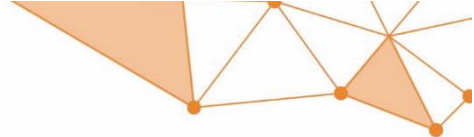
- 3.1 Customer may make only one copy of the Product on magnetic media for archival backup purposes, provided that such Customer's archival backup copy is not installed or used on any computer without Tufin Technologies' prior written consent. Any other copies Customer makes of the Product are in violation of this Agreement.



- 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 Agreement.
- 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.
- 3.6 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.
- 3.7 Evaluation License. This Section 3.7 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 3.7, Tufin Technologies grants to Customer a limited in time, a 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 the designated evaluation period 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 Agreement. 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 Agreement shall terminate at the end of the evaluation period 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 End User License Agreement to create, set-up or design any hardware, software or system which alters machine's date or time during the evaluation period. Sections 3.2 to 3.6 shall apply, *mutatis mutandis*, to any Temporary License.

4. MAINTENANCE AND SUPPORT

- 4.1 Tufin performs Maintenance and Support services in accordance with Tufin's standard 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.
- 4.2 Tufin will provide Maintenance and Support services on an annual (twelve month) basis, provided that Customer pays Tufin's then-current annual maintenance and support service fees according to Tufin's price list and the GSA Schedule Pricelist. Customer will purchase maintenance and support for all licensed Software during the first twelve (12) months from the date of delivery of the Software ("Initial Term").
- 4.3 Customer may choose to continue maintenance and support on an annual basis ("Renewal Term") after the Initial Term. Customer shall notify Tufin at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term of its intent to renew maintenance and support services under this Agreement. Maintenance and support services for the Software shall not automatically renew on annual basis. If Customer elects to purchase maintenance and support, Customer must purchase maintenance and support services with respect to all of the licensed Software. Reinstatement of lapsed maintenance and support services is subject to payment



by Customer of Tufin's reinstatement fees equal to the amount that would have been paid by the Customer for the past maintenance and support services period(s) had coverage been maintained continuously.

- 4.4 Exclusions to Maintenance and Support Services. 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 in accordance with the GSA Schedule Pricelist for all such maintenance and support services performed by Tufin.

5. COPYRIGHT

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 clause 3.1 (Limitations on End-User Rights). Any copies which Customer is permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on the Product.

6. COMMENCEMENT & TERMINATION

This Agreement is effective from the first date Customer installs the Product and shall remain in effect until terminated, in accordance with the terms herein. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Tufin shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Upon termination of this Agreement, 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 Agreement shall survive termination.

7. INDEMNIFICATION

Tufin Technologies shall have the right to intervene to defend or settle, at its option, any action at law against Customer resulted directly from a claim that Customer's permitted use of the Product under this Agreement infringes any patent, copyright, or other ownership rights of a third party (a "Claim"). Notwithstanding the aforementioned, claims associated with any or all of the following are excluded from Tufin Technologies' indemnification obligations: (i) any alterations, modifications, or adaptations to the Products made by anyone other than Tufin Technologies (including – without limitation – Customer); (ii) the use of the Products in combination with products and/or information not provided and/or approved by Tufin Technologies; or (iii) use of any version other than the then current, unaltered version of the Product, where Customer was previously advised not to make any further use of previous versions. Customer agrees to provide Tufin Technologies with written notice of any such Claim within ten (10) days of Customer's notice thereof and provide reasonable assistance in its defense. Tufin Technologies has sole discretion and control over such defense and all negotiations for a settlement or compromise, unless it declines to defend or settle, in which

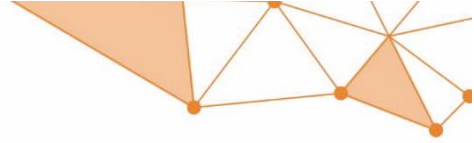
case Customer is free to pursue any alternative Customer may have, provided that Tufin Technologies shall not be required to indemnify Customer for any settlement reached without Tufin Technologies' prior written consent. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

8. WARRANTY DISCLAIMER

TUFIN WARRANTS THAT THE PRODUCT WILL, FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH PRODUCT WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, 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.

9. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TUFIN TECHNOLOGIES BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES, DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PROPERTY DAMAGE, 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, 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. BECAUSE SOME COUNTRIES/STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY, BUT MAY ALLOW LIABILITY TO BE LIMITED, IN SUCH CASES, TUFIN TECHNOLOGIES, ITS EMPLOYEES OR LICENSORS OR AFFILIATES' LIABILITY SHALL BE LIMITED TO THE AMOUNT ORDERING ACTIVITY PAID FOR THE PRODUCT DURING THE LAST TWELVE (12) MONTHS. Nothing contained in this Agreement limits Tufin Technologies' liability to Customer for its indemnification obligations under Section 7 (other than as specified therein), or in the event of death or personal injury resulting from Tufin Technologies' gross negligence. 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 clause 9, but in no other respects and for no other purpose. THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).



10. EXPORT CONTROLS

The Product is subject to various export control laws including, without limitation, the export control laws of 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.

11. GENERAL

- 11.1 Taxes. Tufin shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.
- 11.2 Miscellaneous. Except by operation of law, neither party may assign its rights or obligations under this Agreement to any party without the prior written consent of the other party. Both parties shall remain fully responsible to the other party for a breach of this Agreement by its assignees. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect.
- 11.3 Governing Law; Venue. The Federal laws of the United States shall govern all issues arising under or relating to this Agreement. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded.
- 11.4 Entire Agreement. This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), sets forth the entire understanding and agreement between Customer and Tufin Technologies and may be amended only in writing signed by both parties.
- 11.5 Third Party Software. The provisions of this Agreement shall apply to all Third Party product providers and to Third Party products as if they were the Product and Tufin Technologies, respectively.
- 11.6 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 in accordance with FAR 12.212 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 Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement, and no license to the Product is granted to any government requiring different terms.
- 11.7 This is the entire agreement between Tufin Technologies and the Customer relating to the Product, and it supersedes any prior representations, discussions, undertakings, end-user agreements, communications, or advertising relating to the Product.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by a person authorized to execute this Agreement on behalf of such party.

Customer

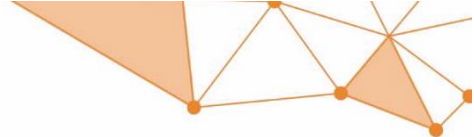
Tufin Software North America, Inc.

By: _____

By: _____

Name: _____

Name: _____



Title: _____

Title : _____

Date: _____

Date: _____