

Akeyless' End-User License Agreement

[Last Updated: August 2026]

- [Spanish version](#)
- [Portuguese version](#)

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING OR USING SERVICES OR OFFERING INCLUDING SUPPORT SERVICES. BY USING AKEYLESS SERVICES OR OFFERING INCLUDING SUPPORT SERVICES, CUSTOMER AND AUTHORIZED USERS CONFIRMS WAS GRANTED WITH AUTHORIZATION TO ACCESS TO USE THE SERVICES AND IT HAS READ, UNDERSTOOD, AND ACCEPTS THIS AGREEMENT. IF A CUSTOMER OR ANY OF THE AUTHORIZED USERS DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, IT MUST NOT USE THE SERVICES. This End User License Agreement ("**EULA**"), including any and all exhibits and references incorporated herein ("**Agreement**"), applies to Orders and governs the use of the Akeyless' Services and Offering.

This Agreement forms a legally binding and enforceable agreement between Akeyless and Customer. "**Customer**" shall mean the entity (other than a Reseller) placing the Order, or the entity on whose behalf this Agreement is accepted by an individual duly authorized to do so; and "**Akeyless**" means the entity that owns or operates the Services or Offering and that is identified as, and executes, the applicable Order.

By using or accessing the Service, placing an Order that refers to this Agreement, or to which this Agreement is attached, or otherwise accepting this Agreement in any manner such person confirms that it is acting on behalf of the Customer and, in such capacity, accepts this Agreement on the Customer's behalf. The person accepting this Agreement further represents and warrants that it has full right, power, and authority to bind the Customer, its employer, or other applicable entity to this Agreement.

The updated version of the Agreement will be reflected under the "Last Updated date that appears in the header of this Agreement". It is effective between Customer and Akeyless as of the date of Customer's accepting this Agreement ("**Effective Date**").

AMENMENTS: Akeyless may change and update this Agreement from time to time and shall notify Customer and Authorized Users of the changes through the Account, or email (including through the Reseller). Notwithstanding the above, changes to this Agreement, will take effect immediately without or without prior notice where such changes are: (i) exclusively to Customer's benefit, (ii) where they are of a purely administrative nature and have no negative effect; (iii) directly imposed by law, or (iv) due to important security compliance or risk conditions. If Customer does not agree to the change, Customer must so notify Akeyless by e-mail to within thirty (30) days after receiving such notice. Customer will remain governed by the most recent terms of service applicable to Customer until the end of the then-current year of the Term and the updated terms shall apply upon the commencement of the subsequent Term.

A Reseller is not authorized to modify the terms of this Agreement or make any promises or commitments on Akeyless' behalf. Akeyless is not responsible for Reseller's actions or any additional obligations the Reseller may have with the Customer or relate to any other products or services sold by Reseller together with the Akeyless' Services or Offering.

1. Definitions

- 1.1. "**Account**" means the Customer's or Authorized Users online account enabling the use and management of the Service.
- 1.2. "**Account Admin**" means account owner, account creator, registrant, that is authorized to enable other users to use the Services, assign credentials, or Clients (as such term is defined herein).
- 1.3. "**Affiliate**" means a company controlling, controlled by, or under common control with a party (an entity will be deemed to have control if it owns over 50% of another entity or the ability to direct the management of the entity by contract or otherwise).

- 1.4. **"AI Offering"** means the optional artificial intelligence-enabled chat and related features made available through the Account that leverage off-the-shelf large language models ("**LLMs**") to allow Customer and its Authorized Users to obtain additional insights or to search for technical information. Use of AI Offering is at Customer's discretion. The AI Offering is governed by the AI terms and conditions available at: http://www.akeyless.io/ai_terms ("**AI Terms**").
- 1.5. **"Akeyless Proprietary"** means the Akeyless technology, connectors, API, SDKs, source code, software libraries, command line tools, Gateway, and other related technology, included in the Services and Offering (excluding Third-Party Services); and Akeyless trademarks, service marks, Feedback, Documentation and any information, content, image, video, code, data, or text available therein.
- 1.6. **"Authorized User"** means those employees, contractors, Affiliates, vendors, agents, and end users, as applicable, authorized by Account Admin to access and use the Services in accordance with this Agreement. Every Authorized User that logs in is considered a **"Client"** as defined below.
- 1.7. **"Client"** means either an Authorized User or an application, software, autonomous artificial intelligence agent, or machine-based systems that authenticates to the Akeyless Service, as further detailed herein: <https://www.akeyless.io/akeyless-clients/>.
- 1.8. **"Confidential Information"** means all nonpublic confidential information disclosed by either party ("**Disclosing Party**") to the other party ("**Receiving Party**") in the context of the relationship under this Agreement, that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, can reasonably be understood to be confidential whether or not such information is marked "Confidential" or contains such similar legend by the Disclosing Party at the time of disclosure. Confidential Information shall **not** include information that: (a) is or becomes a part of the public domain through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (c) is lawfully disclosed to the Receiving Party by a third party without restriction on the disclosure; or (d) is independently developed by the Receiving Party.
- 1.9. **"Customer Data"** means data, content, transmitted, made available or uploaded by Customer (including Authorized Users), to the Service environment or the Account, in any format, processed, hosted or stored during the Term (excluding Usage Data or Akeyless Proprietary).
- 1.10. **"Data Act Addendum"** means the Data Act Addendum as available at: www.akeyless.io/dataact.
- 1.11. **"DORA Addendum"** means the Digital Operational Resilience Act (Regulation (EU) 2022/2554) addendum, as made available at: www.akeyless.io/dora.
- 1.12. **"Documentation"** means the Akeyless user manuals, handbooks, and guides relating to the Service available <https://docs.akeyless.io/> and <https://docs.akeyless.io/docs/akeyless-overview> as may be updated from time to time.
- 1.13. **"Gateway"** means Akeyless' Proprietary locally installed software agent and connectors that interact with the Services as may be provided by Akeyless in connection with the Services.
- 1.14. **"Losses"** means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees).
- 1.15. **"Order"** means means Akeyless' quote accepted by Customer (including via Customer's purchase order or other ordering document) received by Akeyless to order the Services and determine the Service Specifications, including, pricing, payment terms, quantities, expiration date and other applicable terms set forth in an applicable quote or ordering document.
- 1.16. **"Reseller"** means an Akeyless-authorized partner or reseller which offers or sells the Services to the Customer.
- 1.17. **"Service Specifications"** means each of the features and services made available by Akeyless, including web services, secure remote access, secret management services, as described in the applicable Order.
- 1.18. **"Service Level Agreement"** or **"SLA"** means the service level agreement available at: <https://www.akeyless.io/service-level-agreement/>.

- 1.19. **“Third Party Application”** means any internet-based or offline software application, API, connector, plug-in, agent, bot, model context protocol (“**MCP**”) server, retrieval-augmented generation (“**RAG**”) component, orchestration layer, automation tool, or other third-party software, service, integration, or functionality selected or used by Customer that integrates with, accesses, exchanges data with, or operates in connection with the Services or the AI Offering. For the avoidance of doubt, Third Party Applications include any external agents or agentic tools used by Customer to access and interact with the Service or AI Offerings through interfaces either made available by Akeyless or not, including Akeyless’ published APIs and any official Akeyless MCP made available by Akeyless from time to time. However, Third Party Applications explicitly exclude the Client and Gateway.
- 1.20. **“Usage Data”** mean analytic measurement data regarding Customer’s or Authorized Users’ access, use and configuration of the Services, including usage statistics, telemetry, support data, session metadata, duration, errors that occur, logs, interaction with the Services, collected, analyzed and owned solely by Akeyless.

2. Scope of Service

- 2.1. Akeyless is the developer, operator and owner of a cloud-based SaaS solution, multi-cloud secrets management platform, enabling enterprises and organizations to secure and manage authorizations, access, and permissions to IT and Cloud environments, as detailed in the applicable Order referencing this Agreement, and as detailed herein: <https://docs.akeyless.io/> and additional features and integrations as may be offered from time to time (collectively the “**Service(s)**”), including the AI Offering.
- 2.2. Akeyless will provide the Services in accordance with the Order, Service Specifications, Documentation and SLA.

3. Right Granted and Restrictions

- 3.1. Akeyless hereby grants Customer, a non-exclusive, non-transferable (except as otherwise permitted herein) right to access and use (and to permit its Authorized Users to access and use) the Services, Documentation, and Account, and install the Gateway, during the Term, solely for its internal business purposes, in accordance with this Agreement. The license grant is subject to payment of all applicable fees. Except as provided herein, Akeyless owns all right, title, and interest to the Services and Akeyless Proprietary, including modifications, copies, or derivative works thereof.
- 3.2. Customer grants Akeyless and its Affiliates the limited, non-exclusive, worldwide license to access, view and use the Customer Data solely to provide, manage, improve, and assess the quality and performance of the Services. Except as provided herein, Customer owns all rights, title and interest in all Customer Data.
- 3.3. Customer or its Authorized Users shall not (directly or indirectly): (i) copy, modify, create derivative works, rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Akeyless Proprietary, in whole or in part; (ii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service, in whole or in part; (iii) remove any proprietary notices from the Akeyless Proprietary; (iv) exceed the quantities, Service Specifications, number of Authorized Users or other entitlement measures of the Services as set forth in the applicable Order (including by or attempting to gain unauthorized access), unless otherwise agreed by parties; or (v) transfer, use or export the Services or Gateway, or use the Service for any illegal, immoral, or unauthorized purpose (including that which would infringe upon the rights of a third party, use for competitive or benchmarking purposes) or that is in breach of applicable law.
- 3.4. Customer or its Authorized Users shall not share Akeyless-issued credentials with or permit access to the Services or the AI Offering by any Third-Party Services (as defined below) except through access methods expressly authorized by Akeyless. Akeyless may prohibit, suspend, or disable any integration or access method that involves credential sharing or that reasonably threatens the security, integrity, or proper operation of the Service or AI Offering
- 3.5. Akeyless reserves the right to modify, develop, change, update and release additional features or functionality in its sole discretion, including determining the timing of any such releases. During the Term, Akeyless may enhance or modify any part of the Services, Service Specification, Documents or content therein, provided that any such change does not decrease the Services or the Availability (as defined in the SLA), and shall

provide Customer with reasonable written notice.

- 3.6. Customer is solely responsible for: (i) activities made on the Account by the Account Admin, Clients, Authorized Users or a third party under Customer's control. Akeyless will not be held responsible for any unauthorized access to the Account; (ii) ensuring that such Authorized Users have been trained in proper use of the Services; (iii) ensuring proper usage of passwords, tokens and access procedures with respect to logging into the Services, including by configuring and using the Service subject to the Documentation and otherwise taking appropriate actions to secure, protect and backup Accounts and Customer Data in a manner that will provide appropriate security and protection; and (iv) accepting all patches, bug fixes, updates, maintenance and service packs provided by Akeyless and necessary for the proper function and security of the Service.
- 3.7. The Services does not require any third party connectors, systems, apps, services or Third-Party Agent Application (collectively, "**Third-Party Services**"). To the extent Customer decides to engage or connect the Account or Services to Third-Party Services, Customer is solely responsible for: (a) independently testing and verifying all Third-Party Services, including their security means and workflows, before deployment in any Customer environment; (b) ensuring that its use of such Third-Party Services is compliant with applicable laws, the Documentation, and this Agreement. Akeyless disclaims all warranties, indemnities, and liabilities related to such integrations and implementations of Third-Party Services and does not undertake to support such services or provide support services, notwithstanding that Akeyless may make available authorized access methods, such as APIs, connectors, or an official Akeyless MCP, through which such Third-Party Services may interact with the Services or the AI Offering. To the extent Customer authorizes the access or transmission of Customer Data through a Third-Party Service, such third-party provider's terms will govern, and Akeyless shall not be responsible for any use, disclosure, modification or deletion of such Customer Data or for any act or omission on the part of such third-party provider or its Third-Party Services, including failure, unauthorized access, security incident, loss of data, inaccuracy, malfunction, autonomous action, or other damage, claim, or issue arising from or related to any Third-Party Services or Customer's use thereof. To the extent any performance issue, outage, inaccuracy, security event, support issue, or other failure is caused by or relates to a Third-Party Services, Akeyless' warranties, service level commitments, representations, support obligations, and related remedies under this Agreement shall not apply to such issue.

4. Beta, POC and Free Trial Services

- 4.1. Akeyless may, but is under no obligations to, offer Customers free trials, proof-of-concept, pre-release and beta versions for its new or existing features ("**Trial Services**"). Akeyless grants Customer, during the Trial Services period, a non-exclusive, non-transferable right to access and use Trial Services solely for Customer's internal evaluation purposes in accordance with the Documentation and subject to the access and use restrictions set forth in this Agreement. Following the Trial Service Akeyless is not obligated to keep or store any Customer Data unless Customer purchases a paid subscription.
- 4.2. Notwithstanding anything to the contrary, Akeyless provides the Trial Services "as is" and "as available" without any warranties or representations of any kind. To the extent permitted by law, Akeyless disclaims all implied warranties and representations, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose and non-infringement. Customer assumes all risks and all costs associated with its use of Trial Services. Customer's sole and exclusive remedy is termination of Trial Services. Any obligations on behalf of Akeyless to indemnify, defend, or hold harmless under this Agreement are not applicable to Customers using Trial Services.
- 4.3. The Data Act Addendum shall not apply to any evaluation products or Trial Services and is hereby excluded.

5. Fees and Payment

- 5.1. To the extent Customer purchased the Services directly from Akeyless, payments shall be made directly to Akeyless in accordance with the fees settled and the payment terms outlined in the Order.
- 5.2. Any amounts arising in relation to this Agreement not paid when due will be subject to a late charge of one and a half percent (1 ½ %) per month on the unpaid balance or the maximum rate allowed by law, whichever is less, and shall reimburse Akeyless for any collection fees occurred.

- 5.3. If Customer purchased the Services through a Reseller, fees and payment terms are independently agreed between Customer and Reseller. Akeyless will only be obligated to provide the Services where an effective order is executed between Reseller and Akeyless and between Reseller and Customer. If Customer is entitled to a refund or credits (subject to the SLA) Akeyless will refund or credit the Reseller and the Reseller will be solely responsible to refunding or crediting the applicable amounts to Customers.
- 5.4. The fees are exclusive of any indirect taxes imposed or levied, currently or in the future, based on applicable legislation. Unless otherwise agreed, Customer will be liable for compliance with reporting and payment of such taxes as required in its jurisdiction. Akeyless will be responsible for direct taxes imposed on its net income or gross receipts in its tax jurisdiction.

6. Intellectual Property

- 6.1. Except for the rights granted in this Agreement, all rights, title, and interest in and to the Services, Documentation, and Akeyless Proprietary are hereby reserved by Akeyless, its Affiliates or licensors. Except as provided for herein, all rights, title, and interest in and to Customer intellectual property are hereby reserved by Customer, its Affiliates or licensors.
- 6.2. To the extent Customer or Authorized User provides suggestions or other feedback specifically relating to the Services, Offering, Documentation or support ("**Feedback**"), the Customer or Authorized User, as applicable, grants to Akeyless a royalty free, fully paid, sub-licensable, transferable, non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, and otherwise exploit such Feedback, including incorporating it and implement by Akeyless in its sole discretion. Customer acknowledges that any Services or Akeyless Proprietary or materials incorporating any such Feedback shall be deemed the sole and exclusive property of Akeyless.
- 6.3. Akeyless shall not use Customer Data to train generative AI models as detailed in the AI Terms.

7. Confidentiality

- 7.1. Receiving Party may only use the Confidential Information as permitted under this Agreement and in connection with its use or provision (as applicable) of the Service. Receiving Party will take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of the Confidential Information, including, at a minimum, those measures that Receiving Party takes to protect its own Confidential Information of a similar nature. Receiving Party shall restrict disclosure of Confidential Information to those of its employees and contractors with a reasonable need to know such information and which are bound by written confidentiality obligations no less restrictive than those set out herein.
- 7.2. The non-disclosure and non-use obligations set forth in this Section shall survive the termination or expiration of this Agreement for a period of 5 years and for trade secrets, indefinitely.
- 7.3. Neither party shall make or permit to be made any public announcement concerning the existence, subject matter or terms of this Agreement or relationship between the parties without the prior written consent of the other party.

8. Data Protection and Customer Data

- 8.1. Akeyless may, directly or through third party measurement tools, collect and use Usage Data solely for its reasonable business purposes, as well as Customer's benefits, such as, however not limited to, improving, operating, threat detection, statistical analysis, research and development, relationship management, customer support, and monitoring, improvement of the Service or Offering, all in accordance with Akeyless privacy policy available at: <https://www.akeyless.io/privacy-policy/>. Akeyless will not share Usage Data with any third party unless required for the aforesaid purposes.
- 8.2. As between the parties, Customer is solely responsible for: (i) the content, quality and accuracy of Customer Data as made available by Customer and by Authorized Users; (ii) ensuring that the Customer Data as made available by Customer complies with applicable laws and regulations. Customer will ensure that Customer Data and use of the Service will comply with applicable laws and regulations and with Akeyless' Code of Business Conduct and Ethical

Policy: <https://www.akeyless.io/akeyless-code-of-business-conduct-and-ethical-policy/>.

- 8.3. Customer hereby warrant that: (i) the Customer Data will not infringe any rights, including any privacy rights or proprietary rights, of any third parties; and (ii) it has obtained all necessary rights, releases and permissions to submit all Customer Data to the Service and to grant the rights granted under this Agreement. The Customer Data shall not include sensitive data, unless otherwise agreed by the parties.
- 8.4. The Data Processing Agreement available at: <https://www.akeyless.io/data-processing-agreement/> incorporated herein by reference ("**DPA**"), shall govern the processing of personal information or personal data if and to the extent applicable to Customer Data.
- 8.5. Akeyless implements and maintains physical, technical and administrative security measures designed to protect the Customer Data from unauthorized access, destruction, use, modification, or disclosure, and secure the use of the Services. Akeyless shall maintain a written information security program of policies and controls, a summary of which is available at <https://www.akeyless.io/data-protection-measures/> ("**Information Security Policy**"). Akeyless also maintains a compliance program that includes independent third-party audits and certifications. For more information, please see the Akeyless Trust Center, as updated from time to time, which provides further details on the Akeyless security measures and certifications.

9. Warranties and Disclaimers

- 9.1. Akeyless hereby represents and warrants that: (i) it has full legal authority to enter into this Agreement; (ii) it has the professional skills and knowledge necessary in order to provide the Services and where applicable, the Service Specifications; (iii) the Services will comply with the Documentation, including the Akeyless Code of Business Conduct and Ethical Policy: <https://www.akeyless.io/akeyless-code-of-business-conduct-and-ethical-policy/>, Service Specifications and Order; (iv) the Services do not infringe on the proprietary rights of any third party; and (v) that it and the Services will comply with applicable law.
- 9.2. Akeyless will use industry standard measures designed to detect viruses, worms, Trojan horses or other unintended malicious or destructive code. Except for gross negligence, or fraud, and to the extent such malicious code did not result from Third-Party Services or Customer's misuse of the Services, Akeyless' sole and exclusive liability, and Customer's sole and exclusive remedy, for breach of this warranty will be for Akeyless, at its expense, to use reasonable commercial efforts to correct such nonconformity within thirty (30) days of becoming aware or receiving notice from Customer.
- 9.3. EXCEPT AS SET FORTH ABOVE, THE SERVICES, AKEYLESS PROPRIETARY AND SERVICE SPECIFICATIONS, ARE PROVIDED "AS IS". EXCEPT TO THE EXTENT PROHIBITED BY LAW, AKEYLESS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE AKEYLESS PROPRIETARY AND SERVICE SPECIFICATIONS; AND DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES: (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT; (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE; (III) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED; OR (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

10. Limitations of Liability

- 10.1. Except for liability arising from a party's gross negligence, willful misconduct, fraud, Akeyless' indemnification obligation for intellectual property infringement, or Customer's payment obligations hereunder, in no event will either party maximum aggregate liability arising out of or related to this Agreement, regardless of the cause of action and whether in contract, tort (including negligence), warranty, indemnity or any other legal theory, exceed the total amount paid or payable by Customer to Akeyless under this Agreement during the twelve (12) month period preceding the date of the events giving rise to the initial claim.
- 10.2. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER

CAUSED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, INDEMNITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT IS NOT INTENDED TO AND WILL NOT BE CONSTRUED AS EXCLUDING OR LIMITING ANY LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW, INCLUDING LIABILITY FOR GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD.

11. Indemnification

- 11.1. Each party ("**Indemnitor**") shall defend, indemnify, and hold harmless the other party, its affiliates and licensors, and each of their respective employees, officers, directors, and representatives ("**Indemnitees**") from and against any Losses arising out of or relating to any third-party claim ("**Claim**") resulting from the violation, misappropriation, or infringement of such third party's patent, copyright, trademark or trade secret (to the extent Customer's use of the Services is in accordance with this Agreement and the Documentation); or breach of a party's representation and warranties under this Agreement.
- 11.2. Akeyless indemnification obligations shall not apply to the extent a Claim is based upon (ii) Customer's use of undated version, when the updated version was available at no additional charge; (ii) use, operation or combination of with Third-Party Service, data, third-party open source software, equipment or documentation if such infringement would have been avoided but for such use, operation or combination; (iii) Akeyless' compliance with specifications or instructions provided by Customer where those specifications or instructions cause the infringement; (iv) use by Customer after notice by Akeyless to discontinue use of all or a portion of the Akeyless Service or technology; and (v) any Third Party Services or other third-party materials selected, enabled, or used by Customer.
- 11.3. Further, the obligations under this Section 11 shall only apply if the Indemnatee: (i) promptly notifies the Indemnitor in writing regarding the claim; (ii) permits Indemnitor to control the defense and settlement of the claim; and (iii) reasonably cooperates with the Indemnitor (at Indemnitor's expense) in the defense and settlement of the claim. In no event will Indemnatee agree to any settlement of any claim that involves any negative commitment of either the Indemnitees or Indemnitor, without the written consent of the Indemnitor.
- 11.4. Notwithstanding anything to the contrary in this Agreement, Akeyless may, in its sole discretion: (i) procure the right for Customer to continue to use of the Service in accordance with this Agreement without the infringement; (ii) substitute a substantially functionally similar to the Service; or (iii) terminate the right to continue using the Service and refund any prepaid amounts for the terminated portion of the Term.
- 11.5. This Section 11 constitutes the entire liability of Akeyless, and Customer's sole and exclusive remedy, with respect to any third-party Claims.

12. Term, Termination and Suspension

- 12.1. Unless otherwise specified under an Order, this Agreement is effective as of the Effective Date and will remain in effect until suspended or terminated in accordance with this Agreement ("**Term**").
- 12.2. Each party may immediately terminate this Agreement (i) in the event the other party is in breach of this Agreement and fails to cure the breach within thirty (30) days of receipt of written notice from the non-breaching party (or the Reseller, as applicable) ("**Termination for Cause**"); or (ii) commences bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets or ceases to operate in the ordinary course of business.
- 12.3. Akeyless may suspend Customer's or Authorized Users' access to or use of any portion or all of the Service immediately upon written notice if Akeyless determines, in its sole discretion, that the use of the Service: (i) poses a security risk to the Service or any third party; (ii) could adversely impact Akeyless' systems, the Service or the Akeyless Proprietary; (iii) will be a liability to Akeyless or its Affiliates; or (iv) could be fraudulent.
- 12.4. Where and to the extent applicable, the DORA Addendum or the Data Act Addendum may provide additional termination rights and specify additional consequences of termination.

- 12.5. Upon termination or expiration of this Agreement: (i) all rights and licenses granted under this Agreement will immediately terminate; (ii) each party will promptly return or, at the disclosing party's written request, destroy the other party's Confidential Information in its possession or control, except to the extent retention is required by applicable law (and any retained Confidential Information will remain subject to the confidentiality obligations in this Agreement); and (iii) Customer will, prior to termination where feasible back up the Customer Data and provide Akeyless with written instructions regarding the handling of Customer Data following termination.
- 12.6. The provisions of this Agreement that by their nature are intended to survive termination or expiration will survive, including (as applicable) provisions relating to confidentiality, intellectual property, fees and payment obligations accrued prior to termination, limitation of liability, disclaimers and warranties, indemnities, record retention, dispute resolution, governing law and jurisdiction, and any other provisions that are expressly stated to survive termination or expiration.

13. Miscellaneous

- 13.1. Entire Agreement. This Agreement supersedes all prior agreements and representations between the parties regarding the subject matter of this Agreement. This Agreement shall prevail in the event any online acceptance of terms was performed during the registration or use of the Trial Services.
- 13.2. No Waivers. Failure by Akeyless to enforce any provision of this Agreement will not constitute a waiver of such provision nor limit its right to enforce such provision later. All waivers by Akeyless must be in writing to be effective.
- 13.3. Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to the effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of the Agreement will remain in full force and effect.
- 13.4. Assignment. Neither party may assign or otherwise transfer this Agreement or its rights and obligations hereunder to a third party without the other party's prior written consent; provided, however, that each party may assign this Agreement at any time: (i) in connection with a merger, acquisition or sale of all or substantially all of its business or assets; or (ii) to any Affiliate or as part of a corporate reorganization. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.
- 13.5. Force Majeure. Akeyless will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, global pandemic, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 13.6. Anti-corruption. The parties shall, at all times, comply with anti-corruption laws and anti-bribery laws, and shall not receive, accept, offer, promise, authorize, or provide anything of value to any person, including any government official, in order to obtain or retain business or secure any advantage with the intent to corruptly or improperly influence the recipient, or otherwise take any action that would cause Akeyless to violate such laws. The Customer will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform.
- 13.7. Export Laws. The Customer agrees to comply with all applicable export and import laws and regulations in its access to, use of, and download of the Services (or any part thereof). The Customer shall not (and shall not allow any Authorized User or third-party to) remove or export or allow the export or re-export of any part of the Service or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Denied Persons, Entity, or Unverified Lists or the U.S. Treasury Department's list of Specially Designated Nationals and Consolidated Sanctions list ("**Prohibited Persons**"); (c) to any country to which such export or re-export is restricted or prohibited; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any applicable agency or authority. The Customer represents and warrants that (i) the Customer is not located in, under the control of, or a national or resident of any such prohibited country and (ii) none of the Customer

Data is controlled under the U.S. International Traffic in Arms Regulations or similar Laws in other jurisdictions. The Customer also certifies that the Customer is not a Prohibited Person nor owned, controlled by, or acting on behalf of a Prohibited Person. The Customer agrees not to use or provide the Services for any prohibited end use, including supporting any nuclear, chemical, or biological weapons proliferation, or missile technology, without the prior permission of the government.

- 13.8. Jurisdiction; Governing Law. Any dispute between Customer and Akeyless will be governed by the laws of the state of New York, without regard to the conflict of laws provisions of such State, and any legal suit, action or proceeding arising out of or relating to this Agreement must be instituted in the courts of the city of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
- 13.9. Independent Contractors. The Parties are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship between the Parties. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.
- 13.10. Notice. Notices may be sent by first-class mail or private courier to the address of the receiving party identified on Order referencing this Agreement. Notice will be deemed given seventy-two (72) hours after mailing, or upon confirmed delivery by private courier, whichever is sooner. Otherwise, notice can be provided by sending electronic messages to the email address set forth in the Order. Either party may from time to time change its address for notices under this Section upon written notice to the other party.
- 13.11. No Third-Party Beneficiaries. Except as set forth herein, this Agreement does not create any third-party beneficiary rights for any individual or entity that is not a party to this Agreement.