

END USER LICENSE AGREEMENT

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

Last Updated: January 14, 2025

This Akeyless End User License Agreement (“**EULA**”), including any and all exhibits attached hereto and references incorporated herein, including the order form that references this EULA (“**Order**” and collectively the “**Agreement**”), is entered into by and between the designated Akeyless entity, either Akeyless Security USA Inc. or Akeyless Security Ltd., as applicable and determined by Akeyless in its sole discretion (“**Akeyless**”) and the entity or person (other than a Reseller) placing an order for, or accessing the Akeyless Services (“**Customer**” or “**you**”). If you are agreeing to this Agreement not as an individual but on behalf of your company, or other entity for which you are acting (for example, as an employee or contractor), then “**you**” means your entity and you represent and warrant that you are authorized to bind such entity and its Affiliates to this Agreement.

Each Customer and Akeyless may be referred to individually as a “**party**” and collectively as the “**parties**”.

ACCEPTANCE OF THE AGREEMENT: BY SIGNING UP TO, ACCESSING, OR USING AKEYLESS SERVICES, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE ANY OF THE SERVICE. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU.

Amendments: Akeyless is constantly working on providing additional features to the services and improving our existing Services. As such, and since there may be changes to applicable laws, Akeyless may update and revise the terms of this Agreement. Akeyless will notify you of the changes through your Account, email or other means (including through the Reseller). Notwithstanding the above, changes to this Agreement, will take effect immediately without prior notice where such changes are: (i) exclusively to your benefit, (ii) where they are of a purely administrative nature and have no negative effect on you; (iii) where they are directly imposed by law, or (iv) due to important security compliance or risk conditions.

A Reseller is not authorized to modify the terms of this Agreement or make any promises or commitments on Akeyless’ behalf.

WHEREAS, Akeyless is the developer and operator of the Akeyless Technology and Services (as defined below); and

WHEREAS, Customer wishes to use the Service, and Akeyless desires to provide Customer with the Service, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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 any entity which is controlled by, controls or is in common control with one of the parties.
- 1.4. **“Akeyless Technology”** means the hosted cloud-based solutions, including any software, connectors, API, SDKs, sample code, software libraries, command line tools, and other related technology provided or accessed as part of the Service. The Akeyless Technology includes any new features, free trials, beta and alfa version, including any modifications or derivative works of the foregoing. Akeyless Technology does not include Third Party Services (as defined below), third party connectors or third-party open-source license.
- 1.5. **“Akeyless Proprietary”** means the Akeyless Technology, Akeyless Marks, Suggestions, Documentation and any information, content, image, video, code, data, or text available therein.
- 1.6. **“Akeyless Marks”** means any trademarks, service marks, service or trade names, logos, and other designations of Akeyless.
- 1.7. **“Authorized User”** means those employees, contractors, Affiliates and end users, as applicable, authorized by Account Admin to use the Services in accordance with this Agreement. Every Authorized User that logs in is considered a **“Client”** as defined below.
- 1.8. **“Client”** means either an Authorized User or application, software, or machine-based systems that authenticates to the Akeyless Service, as further detailed herein: <https://www.akeyless.io/akeyless-clients/>. Each Client, human or machine, is uniquely identified. For more information see **Appendix A**.
- 1.9. **“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. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party

without restriction on the disclosure; or (d) is independently developed by the other party.

- 1.10. **“Customer Data”** means data, content, code, that the Customer or Authorized Users, submit, transmit, make available or upload to or through the Account, and which reside in, or run on or through, the Services, the Service environment or the Account, in any format, processed, hosted or stored during the Term (excluding the Akeyless Proprietary).
- 1.11. **“Customer System Integration”** means a code, gateway or other component which enables the integration with the Akeyless Technology, including the Customer fragment if applicable.
- 1.12. **“Documentation”** means the Akeyless user manuals, handbooks, and guides relating to the Service available to the Customer either electronically or in hard copy form.
- 1.13. **“Effective Date”** means the effective date of the first Order referencing this Agreement or once you have first accepted these terms when using the Service.
- 1.14. **“Losses”** means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees).
- 1.15. **“Reseller”** means an Akeyless-authorized partner or reseller which offers or sells the Services to the Customer.
- 1.16. **“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.
- 1.17. **“Service Level Agreement”** or **“SLA”** means the service level agreement available at: <https://www.akeyless.io/service-level-agreement/>.
- 1.18. **“Subcontractor”** means any natural person or legal entity such as third party vendors, contractors, sub-processors, or otherwise an Affiliate, other than Akeyless or an Akeyless’ employee, involved in providing the Service or any part thereof. The list of Subcontractors is available at <https://www.akeyless.io/list-of-sub-processors/> . It is hereby clarified, that the Third Party Services (as defined in Section 4(4) below) shall not be a Subcontractor.
- 1.19. **“Suggestions”** means all suggested improvements, feedback, commentary, ideas, concepts, inventions, characters, plots, titles, designs, art work, programs, programming techniques, or other statements concerning our Services or Trial Services that you or the Authorized Users provide Akeyless.
- 1.20. **“Supervisory Authority”** means any entity with supervisory authority over Customer, including regulators, self-regulatory organisations, data protection authorities, and its representatives.
- 1.21. **“Usage Data”** mean analytic, statistic, measurement data and telemetry collected by Akeyless relating to Customer’s or Authorized Users’ use of the Services and the Akeyless Technology. Such data may include the click stream data, duration, errors that occur, logs, including access logs.

2. Description of the Service

- 2.1. Akeyless provides 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, all as detailed herein: <https://docs.akeyless.io/> and <https://docs.akeyless.io/docs/akeyless-overview> (collectively the “**Service(s)**”).
- 2.2. Akeyless will provide the Services in accordance with the Order and Service Specifications and subject to the SLA.

3. Right Granted and Restrictions

- 3.1. Akeyless hereby grants you a non-exclusive, non-transferable (except as otherwise permitted herein) right to access and use the Service during the Term, solely in accordance with this Agreement, Documentation and in compliance with applicable law, for your own business purposes. Except as provided herein, Akeyless or its licensors retain all ownership and intellectual property rights to the Akeyless Proprietary, and derivative works thereof, and to anything developed or delivered by or on behalf of Akeyless under this Agreement.
- 3.2. Except as permitted in the Agreement, you and any of your Authorized Users shall not at any time, 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, the Service or Documentation, 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, Service or Documentation; or (v) use the Service for any illegal, immoral, or unauthorized purpose (including that which would infringe upon the rights of a third party) or that is in breach of applicable law.
- 3.3. Akeyless reserves the right to modify, change, update the Service, the Service Specification, Documents or content therein, as long as such changes do not affect the Customer’s use of the Services, and subject to providing the Customer with reasonable written notice.
- 3.4. The Customer retains all rights and title in and to the Customer Data, subject to this Agreement, and solely to the extent necessary to provide the Service, the Customer grants Akeyless the worldwide, limited term license and the right to host, copy, use, access, process and transmit, the Customer Data solely during the Term.

4. Customer Responsibilities

- 4.1. You are solely responsible for all activities made on your Account by the Account Admin, Clients, Authorized Users or a third party under your control, and Akeyless will not be held responsible for any unauthorized access to the

Account by such parties. You agree to notify Akeyless immediately of any unauthorized access to or use of the Account.

- 4.2. You are responsible for properly 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.
- 4.3. You will ensure that Customer Data and your use of the Service will not violate any applicable law or Akeyless' Code of Business Conduct and Ethical Policy: <https://www.akeyless.io/akeyless-code-of-business-conduct-and-ethical-policy/>. You are solely responsible for the development, content, operation, maintenance, and use of Customer Data and 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) you have 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.
- 4.4. You shall integrate the Akeyless Technology through the Customer System Integration; such integration may be conducted by using Akeyless Technology or otherwise by third party connectors, apps or services ("**Third Party Services**"). Any use by Customer or its Authorized Users of such Third-Party Services is the sole responsibility of Customer and the applicable third-party provider. 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. Akeyless disclaims any liability or responsibility for errors as a result of the integration with Third Party Service integration, and it is hereby explicitly stated that any errors or omissions which occur due to such integration with Third-Party Services are not subject to Akeyless support service.
- 4.5. You are required to accept all patches, bug fixes, updates, maintenance and service packs provided by Akeyless and necessary for the proper function and security of the Service.

5. Warranties and Disclaimers

- 5.1. 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.

5.2. 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.

6. Fees and Payment

- 6.1. 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 Ordering Documentation. Fees do not include taxes, Customer is solely responsible for paying all taxes associated with the Fees.
- 6.2. If Customer purchased the Services through a Reseller, fees and payment terms are as agreed between Customer and Reseller. Akeyless will only be obligated to provide the Services where an effective Order is executed between Reseller and Akeyless. If Customer is entitled to a refund or credits (under 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.

7. Term, Termination and Suspension

- 7.1. 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**”).
- 7.2. Each party may immediately terminate this Agreement 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**”). Furthermore, Akeyless may terminate this Agreement immediately in the event: (i) Akeyless does not receive the applicable payments from the Reseller for the Services provided to you; (ii) of institution of bankruptcy, receivership, legal insolvency, reorganization, or other similar proceedings by or against you or the Reseller under any applicable laws, if such proceedings have not been dismissed or discharged within thirty (30) days after they are instituted.

- 7.3. In addition, the Customer may terminate the Agreement, in whole or in part, for cause by way of written notice and with immediate effect if Customer is instructed to terminate the Agreement by a Supervisory Authority; or in the event of a Subcontractor replacement despite Customer's objection to such Subcontractor.
- 7.4. Akeyless may suspend your or your Authorized Users' access to or use of any portion or all of the Service immediately upon notice to you if your 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.
- 7.5. Upon termination or expiration of this Agreement: (i) your rights provided under this Agreement will immediately terminate; (ii) each party will immediately return or destroy other party's Confidential Information in its possession; and (iii) any Sections herein that by their nature should continue to apply following termination shall continue to remain in.
- 7.6. You acknowledge that upon termination of this Agreement, you shall be responsible to back up the Customer Data and retrieve the Customer Data , otherwise Akeyless shall delete such data 60-days following termination ("**Transition Period**"), unless otherwise agreed with Akeyless. During the Transition Period, and solely to the extent required by applicable laws, the Customer shall be able to extract the Customer Data or migrate to another service provider or in-house solution and Akeyless shall reasonably cooperate with Customer.

8. Beta, POC and Free Trial Services

- 8.1. 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**") including support services with respect to such Trial Services. Akeyless grants Customer, during the Trial Services period, a non-exclusive, nontransferable right to access and use the 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. 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 the Trial Services. Customer's sole and exclusive remedy in case of any dissatisfaction or Akeyless' breach of the Agreement with respect to such Trial Services is termination of the 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.

9. Security, Business Continuity and Audits

- 9.1. 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.
- 9.2. Akeyless security strategy is dedicated to continuously enhancing security in the Akeyless Technology to provide a compelling standard in the Services, identify present and future security threats to Akeyless Technology and its customers (including Customer Data), and limiting the impact and duration of security incidents. In the event of a security breach that compromise the Service and has an adverse impact on the availability, authenticity, integrity or confidentiality of the Service or the Customer Data, Akeyless will cooperate with the Customer or with the Supervisory Authorities as further detailed in the Information Security Policy available at <https://www.akeyless.io/data-protection-measures/>.
- 9.3. Akeyless maintains and regularly tests business contingency plans to ensure a continuous as further detailed in the Information Security Policy available at <https://www.akeyless.io/data-protection-measures/>.

10. Data Protection and Customer Data

- 10.1. Akeyless may, directly or through third party measurement tools, collect and use Usage Data solely for the purpose of improving, operating, and supporting the Services. Akeyless will not share the Usage Data with any third party and shall process it solely in accordance with Akeyless privacy policy available at: <https://www.akeyless.io/privacy-policy/>.
- 10.2. The Data Processing Agreement available at: <https://www.akeyless.io/data-processing-agreement/> incorporated herein by reference, shall govern the processing of personal information or personal data if and to the extent applicable to Customer Data.
- 10.3. The parties confirm that the locations from where the Service are provided or the location(s) where Customer Data is processed either by Akeyless or by a Subcontractors shall remain unchanged, except as otherwise set out below.
- 10.4. The Customer is entitled to access and retrieve the Customer Data at any time during the term of the Agreement and during the Transition Period.

11. Subcontractors

- 11.1. In addition to the Data Processing Agreement requirements as detailed above, the Customer has accepted the Subcontractors listed in the Subcontractor list available at: <https://www.akeyless.io/list-of-sub-processors/>. Any replacement of a Subcontractor or addition of a new Subcontractor shall be notified to Customer through the notification mechanism detailed on the Subcontractor page.
- 11.2. The location of which such Subcontractors process and access Customer Data are listed therein, and Akeyless shall provide notice if any location change occurs, through the notification mechanism detailed on the Subcontractor page.
- 11.3. For more information on the security measures taken with respect to the Subcontractors, please refer to the Information Security Policy <https://www.akeyless.io/data-protection-measures/>.

12. Confidentiality

- 12.1. 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. 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 3 years and for trade secrets, indefinitely.

13. Indemnification

- 13.1. 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**”) concerning: (i) breach of third-party intellectual property rights; and (ii) Indemnitor’s gross negligence, willful misconduct or fraud.
- 13.2. Akeyless indemnification obligations shall not apply to the extent a Claim is based upon (i) Customer’s use of undated version, when the updated version was available at no additional charge; (ii) use, operation or combination of the Akeyless Technology 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; and (iv) use by Customer after notice by Akeyless to discontinue use of all or a portion of the Akeyless Technology.

- 13.3.** Further, the obligations under this Section 10 shall only apply if the Indemnitees: (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 Indemnitee 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.
- 13.4.** 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.
- 13.5.** This Section 13 constitutes the entire liability of Akeyless, and Customer's sole and exclusive remedy, with respect to any third party Claims.

14. Limitations of Liability

- 14.1.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), LOSS OF DATA, OR DATA USE. AKEYLESS MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO AKEYLESS BY CUSTOMER OR THE RESELLER, FOR THE SERVICES UNDER THE ORDER THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM.

15. Miscellaneous

- 15.1. 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 without the other party's consent: (a) in connection with a merger, acquisition or sale of all or substantially all of its business or assets; or (b) 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.

- 15.2. Entire Agreement.** This Agreement (including any Order in connection with the Agreement) is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the parties, whether written or verbal.
- 15.3. 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.
- 15.4. 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.
- 15.5. 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. You represent and warrant that (i) you are 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. You also certify that you are not a Prohibited Person nor owned, controlled by, or acting on behalf of a Prohibited Person. You agree 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.
- 15.6. Jurisdiction; Governing Law.** Any dispute is 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.

- 15.7. 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.
- 15.8. 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.
- 15.9. 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.
- 15.10. 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.

Appendix A

Akeyless Clients

An Akeyless Client is a unique identity, such as an application, user, or machine, which consumes secrets and/or authenticates itself through the **Akeyless Platform**. Registration and reception of the same uniquely identified client are counted as one client per month.

More about Akeyless Clients

An Akeyless client represents any identity authenticated to the Akeyless platform. Thus, a client can represent a “user,” that is, a human who logs into the service to consume policies or secrets. Every user who logs into the service while using authentication is considered a “client.” Similarly, every application, service, or any other machine-based system that authenticates to the Akeyless service is also considered a client.

There can be many different types of clients that authenticate and communicate with Akeyless Platform, using one of the below authentication methods:

For machine access, Akeyless supports:

- Cloud identity access management, such as AWS IAM, Azure AD, and GCP.
- Akeyless Universal Identity™ for on-prem machines
- Kubernetes Auth
- Certificate-based Authentication

For human access, Akeyless supports

- LDAP
- SAML, OIDC , OAuth2.0/JWT, which are used by known identity providers such as Okta, Azure AD, and others.

Akeyless also supports the use of API Keys for authentication of both human and machine identities.

How do clients work in Akeyless?

When a client authenticates to the Akeyless Platform, whether that client is a user, application or server, it is associated with a unique entity within the Management Console and is reported to the identity system (IDP) via the different authentication methods listed above (Authentication List). Every client entity is created or verified during authorization.

How are Clients Counted?

The Akeyless Platform ensures that entities are not counted more than once. Upon authentication for the first time during a billing period, Akeyless creates a unique entity for each human, application, service, or CI/CD pipeline.

Consider, for instance, an application called App-A that needs a secret from Akeyless. Since App-A is associated with a specific entity via a unique identifier within Akeyless, Akeyless knows whenever Application-A authenticates and authorizes, and will not count App-A more than once.

What Unique Identifiers does Akeyless Use?

For **human users**, a unique identifier is usually an email, username, or UPN. Whenever a user logs in with a token, SAML, OIDC, OAuth2.0, JWT, or LDAP Identity Providers issue sub-claims containing details that uniquely identify the user. A sub-claim includes a key holding the unique identifier value configured for the user, and distinguishes between different users from within the same organization.

For **machines**, a unique identifier is usually an access ID. Whenever a machine logs in with that identifier it contains details that uniquely identify the machine, distinguishing between different machines from within the same organization.

For Kubernetes, a unique identifier will require Access_ID, Config and namespace.

Authentication methods and how they are reported

Authentication Methods	Name reported by auth method
Machine Authentication	
AWS IAM	Access_ID
Azure AD	Access_ID
GCP	Access_ID
Akeyless Universal Identity™	Token / Comment

Authentication Methods	Name reported by auth method
Kubernetes Auth	Access_ID x Config x namespace
API Key	Access_ID
Certificate based Authentication	Unique Identifier – Common_Name, Organizational_Unit
Human Authentication	
LDAP/s	Unique Identifier – Username, Email Address, or UPN
SAML	Unique Identifier – Username, Email Address, or UPN
OIDC	Unique Identifier – Username, Email Address, or UPN
OAuth 2.0/JWT	Unique Identifier – Username, Email Address, or UPN
API Key	Access_ID