

CYBERARK HARDWARE ADDENDUM

This CyberArk Hardware Addendum (“**Addendum**”) amends and forms part of the Software License Agreement found at <https://www.cyberark.com/EULA.pdf>, or other applicable agreement(s) between the Parties that reference this Addendum (“**Agreement**”). This Addendum sets forth the terms and conditions with respect to the acquisition of third-party hardware appliances acquired by Customer from CyberArk (“**Hardware**”). In the event that any terms and conditions contained herein are in conflict with the terms and conditions set forth in the Agreement, the terms and conditions set forth in this Addendum shall be deemed to be the controlling terms and conditions with respect to Hardware. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

1. **Use and Operation; Marking.** Customer shall only use and operate the Hardware in the ordinary conduct of its business and in accordance with all applicable specifications, operating instructions, and governmental laws, rules and regulations. Customer acknowledges that certain modifications, additions or improvements to the Hardware may affect the Manufacturer’s Warranty (as defined below). Customer shall not remove, modify, alter, destroy, or obscure any of the logos, trademarks, patent or copyright notices, confidentiality or proprietary legends or other notices or markings on the Hardware.
2. **Transfer of Title.** Title to each piece of Hardware (specifically excluding any software or firmware included within the Hardware) shall transfer to Customer free and clear of all CyberArk and third-party rights, interests, charges, liens, claims and encumbrances of whatever kind, upon full payment to CyberArk of the charges applicable to that particular piece of Hardware. Sales of Hardware are final and non-refundable, subject to the terms of the Manufacturer’s Warranty described below.
3. **Delivery.** CyberArk shall deliver the Hardware to Customer at the address specified in the applicable valid purchase order received by CyberArk. Shipping of Hardware is DAP (Customer’s facility) Incoterms 2020. Customer is responsible, at its expense, for acquiring all permits or clearances which are necessary for the release of the Hardware from customs.
4. **Manufacturer’s Warranties.** Upon transfer of title to Customer in accordance with Section 2, CyberArk will transfer and pass along to Customer the applicable warranties of the Hardware manufacturer (the “**Manufacturer’s Warranty**”). For Dell Hardware, the applicable Manufacturer’s Warranties are located at https://www.dell.com/learn/us/en/uscorp1/legal_terms-conditions_dellgrmwebpage/art-limited-hardware-warranties, as updated from time to time. All service, support, or warranty assistance will be provided solely by the manufacturer in accordance with the Manufacturer’s Warranty (subject to Section 5). TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, CYBERARK DISCLAIMS ALL WARRANTIES, CONDITIONS AND OTHER TERMS WITH RESPECT TO THE HARDWARE, WHETHER IMPLIED OR INCORPORATED INTO THIS AGREEMENT BY STATUTE, COMMON LAW OR OTHERWISE, INCLUDING THE IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. **Hardware Maintenance and Support.** Subject to payment of the applicable fees, Customer may purchase maintenance and support services from CyberArk to provide reasonable assistance to Customer in enforcing the Manufacturer’s Warranty, pursuant to CyberArk’s standard maintenance and support terms, available for review upon request. Notwithstanding the foregoing, CyberArk does not support extended Hardware maintenance and support which may be offered by the manufacturer unless otherwise mutually agreed in writing.