

CYBERARK PROFESSIONAL SERVICES TERMS

If Customer or Partner purchases CyberArk implementation, consulting, training, or similar professional services ("Professional Services"), such Professional Services are subject to the terms and conditions of this Schedule and any applicable agreement(s) between the Parties (the "Agreement"). In the event of a conflict between any provisions of the Agreement and a SOW, the provisions of the SOW will govern with respect to the specific Professional Services described therein. "SOW" means a document agreed in writing by Customer or Partner and CyberArk which describes the Professional Services to be provided by CyberArk to Customer under the Agreement.

1) Performance; Personnel. CyberArk will perform the Professional Services on a time and materials and non-exclusive basis, or as otherwise detailed in the relevant Order or SOW. Customer will provide reasonable support, services, material, facilities and other items necessary to enable CyberArk to perform the Professional Services as set forth in the applicable SOW. CyberArk retains the right to determine the use and mix of its personnel in order to maintain the necessary and proper progress of the performance of the Professional Services, and to replace or reassign such personnel during the term hereof; provided, however, that CyberArk will, subject to scheduling and staffing considerations, make reasonable efforts to honor Customer's good faith written request for specific or replacement individuals acceptable to Customer.

2) Professional Services Warranty. CyberArk warrants that: (a) it is competent and possesses the necessary expertise and financial resources to perform the Professional Services; (b) the Professional Services will be performed in a professional and workmanlike manner, consistent with reasonably applicable industry standards; and (c) all personnel performing Professional Services shall have suitable training, education, experience, know-how and skill to perform the relevant Professional Services in a competent manner. Customer shall notify CyberArk in writing of any claims under the foregoing Professional Services warranties within five (5) business days following CyberArk's performance of the defective Professional Services.

3) Expenses. If the parties agree that on-site Professional Services are required, Customer/Partner shall reimburse CyberArk for the actual and reasonable costs incurred by CyberArk in performing the Professional Services hereunder, including travel, lodging and food, the total of which shall not exceed the amount specified in each particular SOW, or other "not to exceed" amount mutually agreed upon in writing. All travel required to achieve any SOW shall be subject to CyberArk's then-current policies. For the avoidance of doubt, Customer/Partner shall also reimburse CyberArk for all Professional Services fees and related costs and expenses incurred by CyberArk as a result of Customer's failure to perform any work or service, provide any material, facility or other item, or fulfill any other obligation of Customer in the applicable SOW. Customer will not be responsible for associated travel and expenses for Professional Services performed remotely at a location designated by CyberArk.

4) Rates and Cancellation. Mutually agreed upon Professional Services performed outside of business hours, overnight, during the weekend, or on a national holiday will be charged at double the rates set forth in CyberArk's then-current applicable pricelist. CyberArk may invoice Customer/Partner for Professional Service days in whole day or partial day increments. If Customer/Partner cannot accept invoices for partial Professional Service days, as noted on the applicable SOW, CyberArk may invoice Customer/Partner in advance for all Professional Services herein upon receipt of Customer's Order. Services included in the fixed-fee Professional Services package(s), any referenced success points, and any applicable training credits/seats included in these packages/points may only be used during the relevant Subscription Term of that Professional Services package noted in the applicable SOW or Order. Any unused amounts at the end of the term, regardless of actual consumption are considered part of the overall Professional Services provided.

a) For All Professional Services Packages, Add-Ons, T&M Days, and Utilization of Success Points. Customer shall confirm the engagement in writing two (2) weeks in advance. Any rescheduling will be by mutual agreement and availability. If Customer or Partner cancels less than 2 weeks prior to the engagement start date, then Customer shall compensate CyberArk for any non-refundable travel and expenses actually incurred. If Customer or Partner cancels less than one (1) week prior to the engagement start date, Customer will i) forfeit that cancelled or rescheduled engagement time as it relates to packages, add-ons, or success points or ii) pay all Professional Services fees for the cancelled or rescheduled time as it relates to T&M Days. Professional Service Packages, Add-ons, Success Points and T&M Days are valid for one year from the date of purchase and payments relating to such services are non-refundable.

b) **Force Majeure For Both Onsite and/or Remote Engagements.** Neither Party will be liable to the other Party for any delay or failure to perform which is due to fire, pandemic, virus, epidemic, travel advisories as to health, security and/or terrorism, flood, lockout, transportation delay, war, acts of God, governmental rule or order, strikes or other labor difficulties, or other causes beyond its reasonable control. However, in such event, both Parties will resume performance promptly after the cause of such delay or failure has been removed.

5) Non-Solicitation of Personnel. During the term of the Agreement and for a period of twelve (12) months after expiry or termination, neither Party will recruit, approach with an intent to hire any of the other Party's personnel or encourage any of the other Party's personnel to leave the employ of that Party so long as such personnel are engaged by, under contract to, or in the hire of the other. It will not be a breach of the Agreement to conduct generalized searches by use of advertisements (including trade media) or to engage firms to conduct searches which are not focused or targeted on the other Party's personnel. During the term of the Agreement and for a period of twelve (12) months after its expiry or termination, Customer agrees not to hire any person who, during the year immediately preceding such hiring, has been a CyberArk employee engaged in performing Professional Services for Customer under the Agreement. In the event of a breach of this provision, Customer shall pay CyberArk, as liquidated damages, a sum equal to twelve (12) months' pay for each hired CyberArk employee at the rate paid by CyberArk for the last full month of employment.