



**CYBERARK® TELEMETRY™
SOFTWARE LICENSE AGREEMENT**

CYBERARK SOFTWARE LTD. AND/OR ITS AFFILIATES (“CYBERARK”) IS WILLING TO LICENSE THE SOFTWARE TO YOU AS THE COMPANY OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE SOFTWARE (REFERENCED BELOW AS “CUSTOMER”) ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT (“AGREEMENT”). BY ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY OR ORGANIZATION, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY OR ORGANIZATION TO THIS AGREEMENT. CUSTOMER AND CYBERARK MAY EACH ALSO BE REFERRED TO AS A “PARTY” AND TOGETHER, THE “PARTIES”.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE. THIS AGREEMENT CONSTITUTES A LEGAL AND ENFORCEABLE CONTRACT BETWEEN CUSTOMER AND CYBERARK. BY INDICATING CONSENT ELECTRONICALLY, OR INSTALLING OR OTHERWISE USING THE SOFTWARE, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO THIS AGREEMENT, DO NOT INDICATE CONSENT ELECTRONICALLY AND MAKE NO FURTHER USE OF THE SOFTWARE.

Definitions. Capitalized terms shall have the meanings set forth below. Defined terms stated in the singular may be used in the plural, and vice versa.

“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).

“Authorized Users” means employees, agents, consultants, contractors, or vendors authorized by Customer to use the Software solely for the internal use of Customer and its Affiliates, subject to the terms and conditions of this Agreement.

“Documentation” means the user guides, installation documents, security fundamentals documentation and specifications for the Software that are generally made available from time to time by CyberArk in electronic or tangible form and found at docs.cyberark.com, but excluding any sales or marketing materials.

“Software” means CyberArk’s Telemetry in object code form, accompanying this Agreement.

“Telemetry Data” means data generated in connection with Customer’s access, use, configuration and deployment of CyberArk’s products and services that interact with the Software and data derived from it.

GRANT OF LICENSE

Subject to the terms and conditions of this Agreement, CyberArk grants Customer a limited, non-exclusive, non-transferable right to use (and to permit the Authorized Users to use) the Software and the Documentation solely for Customer’s and its Affiliates’ internal business purposes in conjunction with Customer’s use of CyberArk’s other products and services. Customer will operate the Software in accordance with the Documentation and be responsible for the acts and omissions of its Authorized Users. Except for the licenses granted under this Agreement, all rights, title, and interest in and to the Software and Documentation are hereby reserved by CyberArk, its Affiliates or licensors.

RESTRICTIONS ON USE

Customer shall not (directly or indirectly) (a) copy or reproduce the Software or the Documentation except as permitted under this Agreement, (b) exceed the licensed/subscribed quantities, users, or other entitlement measures of the Software, (c) remove or destroy any copyright, trademark or other proprietary marking or legends placed on or contained in the Software or Documentation, (d) assign, sell, resell, sublicense, rent, lease, time-share, distribute or otherwise transfer the rights granted to Customer under this Agreement to any third party except as expressly set forth herein; (e) modify, reverse engineer or disassemble the Software; (f) except to the limited extent applicable laws specifically prohibit such restriction, decompile, attempt to derive the source code or underlying ideas or algorithms of any part of the Software, attempt to recreate the Software or use the Software for any competitive or benchmark purposes; (g) create, translate or otherwise prepare derivative works based upon the Software or Documentation; (h) use the Software in a manner that infringes on the intellectual property rights, publicity rights, or privacy rights of any third party, or to store or transfer defamatory, trade libelous or otherwise unlawful data; or (i) store in or process with the Software any personal health data, credit card data, personal financial data or other such sensitive regulated data not required by the Documentation.

CONFIDENTIALITY

The Parties acknowledge that each may disclose certain valuable confidential and proprietary information to the other. “Confidential Information” means all information provided by the disclosing Party to the receiving Party concerning the disclosing Party or its Affiliates’ business, products or services that is not generally known to the public, including information relating to customers, vendors, trade secrets, prices, products, services, computer programs and other information which a Party should reasonably understand to be considered Confidential Information whether or not such information is marked “Confidential” or contains such similar legend by the disclosing Party at the time of disclosure. The receiving Party may only use the disclosing Party’s Confidential Information to fulfil the purposes of this Agreement. The receiving Party will protect the disclosing Party’s Confidential Information by using at least the same degree of care as the receiving Party uses to protect its own Confidential Information of a like nature (but no less than a reasonable degree of care) to prevent the unauthorized use, dissemination, disclosure or publication of such Confidential Information. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information to its (and its Affiliates’) employees, advisors, consultants, and agents on a need-to-know basis and provided that such party is bound by obligations of confidentiality substantially similar to those contained herein. Information will not be deemed Confidential Information if it (i) is known to the receiving Party prior to receipt from the disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party, (ii) becomes known (independently of disclosure by the disclosing Party) to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party, (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving Party, or (iv) is independently developed by the receiving Party without use of or reliance upon the disclosing Party’s Confidential Information, and the receiving Party can provide documentary evidence to that effect. The receiving Party may disclose Confidential Information pursuant to the requirements of a court, governmental agency or by operation of law but shall (to the extent permissible by law) limit such disclosure to only the information requested and give the disclosing Party prior written notice sufficient to permit the disclosing Party to contest such disclosure. This Section supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the Parties with respect to Confidential Information and is a complete and exclusive statement thereof.



NO WARRANTIES

Customer expressly acknowledges and agrees that use of the Software is at its sole risk. The Software is provided "as is" and without warranty of any kind. CyberArk expressly disclaims all warranties and/or conditions express or implied, including, but not limited to, the implied warranties and/or conditions of merchantability or satisfactory quality and fitness for a particular purpose. CyberArk does not warrant that the use of the Software will be uninterrupted or error-free, or that any defects will be corrected. No oral or written information or advice given by CyberArk shall create a warranty or in any way increase the scope of this warranty. Customer assumes the entire cost of all necessary servicing, repair or correction. Because some jurisdictions do not allow the exclusion of implied warranties, some of the above exclusions may not apply to Customer.

MAINTENANCE & SUPPORT SERVICES

If Customer has purchased CyberArk's maintenance and support services in relation to other CyberArk's products that interact with the Software, CyberArk will provide support services with respect to the Software pursuant to CyberArk's then applicable service terms during the applicable maintenance and support service term purchased by the Customer for such other CyberArk products.

THIRD PARTY MATERIALS

The Software includes open source software programs that are made available by third parties under their respective open source licenses as indicated in the Documentation ("Third-Party Materials" and "OSS Licenses", respectively). CyberArk warrants that the inclusion of such Third-Party Materials in the Software will not prevent Customer from exercising the license rights provided to Customer herein in respect of the Software or limit Customer's ability to use the Software in accordance with the Documentation. Nothing herein shall derogate from mandatory rights Customer may have under any OSS Licenses, if any. Customer may obtain a copy of the source code for certain Third-Party Materials by following the instructions set forth in the Documentation.

LIMITATION OF LIABILITY

To the maximum extent permitted by law, in no event will CyberArk's 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 USD \$1,000. In no event will CyberArk, nor its owners, officers, directors, or employees, be liable for any indirect, special, incidental, consequential or punitive damages, including without limitation claims for loss of profits or revenues, loss of goodwill, or any other pecuniary loss, however caused, whether in contract, tort (including negligence), warranty, indemnity or any other legal theory, and whether or not CyberArk has been advised of the possibility of such damages.

TERM AND TERMINATION

This Agreement shall remain in full force and effect until terminated by either Party for any reason upon 30 days' prior notice.

USE OF TELEMETRY DATA

Customer grants CyberArk and its Affiliates a perpetual, worldwide, royalty-free, sublicensable, transferrable license to view and use the Telemetry Data for the purpose of providing, improving, overseeing and offering CyberArk products and services.

Except as required in order to provide the Telemetry service to the Customer, in the event CyberArk wishes to disclose the Telemetry Data or any part thereof to third parties, such data shall be anonymized or presented in the aggregate so that it will not identify Customer or its Authorized Users. The foregoing shall not limit in any way CyberArk's confidentiality obligations under this Agreement.

SECURITY AND PROCESSING OF TELEMETRY DATA

As between CyberArk and Customer, Customer is solely responsible for (i) as far as legally required, providing notice to its Authorized Users with regards to how Telemetry Data will be collected and used for the purposes set forth under this Agreement, (ii) ensuring Customer has a valid legal basis for processing Telemetry Data and for sharing Telemetry Data with CyberArk (to the extent applicable), and (iii) ensuring that the Telemetry Data as made available by Customer complies with applicable laws and regulations including (where applicable) the EU General Data Protection Regulation (2016/679) ("GDPR"), any applicable laws of EU member states implementing the GDPR (including the UK Data Protection Act 2018), and the California Consumer Privacy Act, in each case as amended, consolidated, re-enacted or replaced from time to time and only if and insofar as they apply (collectively, "Applicable Data Protection Laws").

The Parties shall comply with their respective obligations under the Applicable Data Protection Laws. In particular, if Customer is established in the European Economic Area ("EEA"), in the United Kingdom ("UK") or in California, or will, in connection with the Software, provide CyberArk with personal data relating to an individual located within the EEA, the UK or California, the Parties shall comply with the Data Processing Addendum found at <https://www.cyberark.com/CyberArk-Data-Processing-Addendum.pdf> which in such case is hereby incorporated into this Agreement.

CyberArk shall (i) ensure that it has in place appropriate administrative, physical and technical measures designed to protect the security and confidentiality of Telemetry Data against any accidental or illicit destruction, alteration or unauthorized access or disclosure to third parties; and (ii) have measures in place designed to protect the security and confidentiality of Telemetry Data. CyberArk shall not materially diminish its security controls with respect to Telemetry Data during the term of this Agreement.

To the extent that Customer provides CyberArk with Suggestions, (as defined below) such Suggestions shall be free from any confidentiality restrictions that might otherwise be imposed upon CyberArk pursuant to this Agreement, and may be implemented by CyberArk in its sole discretion. Customer acknowledges that any CyberArk products or materials incorporating any such Suggestions shall be the sole and exclusive property of CyberArk. As used herein, "Suggestions" means, any ideas or suggestions for improvements, new features, functionalities, corrections, enhancements or changes to the Software suggested by Customer to CyberArk.

EXPORT CONTROL AND RESTRICTED RIGHTS

The exportation of the Software and Documentation, and all related technology and information thereof are subject to U.S. laws and regulations pertaining to export controls and trade and economic sanctions, including the U.S. Export Administration Act, Export Administration Regulations, the Export Control Reform Act, and the Office of Foreign Assets Control's sanctions programs, the laws of the State of Israel, and the laws of any country or organization of nations within whose jurisdiction Customer (or its Authorized Users who may use or otherwise receive the Software as expressly authorized by this Agreement) operates or does business, as amended,



and the rules and regulations promulgated from time to time thereunder. Specifically, Customer hereby undertakes not to export, re-export or grant access to the Software and all related technology, information, materials and any upgrades thereto to: (a) 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 (collectively, "Prohibited Persons"); (b) any country to which such export, re-export or grant of access is restricted or prohibited per the foregoing applicable laws; or (c) otherwise in violation of any applicable export or import restrictions, laws or regulations. Customer also certifies that it is not a Prohibited Person nor owned, controlled by, or acting on behalf of a Prohibited Person.

Commercial Computer Software. If Customer is an agency or contractor of the United States Government, the Parties acknowledge and agree that (i) the Software (including any software forming a part thereof) were developed entirely at private expense, (ii) the Software (including any software forming a part thereof) in all respects constitute proprietary data belonging solely to CyberArk and its licensors, (iii) the Software (including any software forming a part thereof) are not in the public domain, and (iv) the software forming a part of the Software is "Commercial Computer Software" as defined in sub-paragraph (a)(1) of DFARS Section 252.227-7014 or FAR Part 12.212. Customer shall provide no rights in the Software (including any software forming a part thereof) to any U.S. Government agency or any other party except as provided expressly in this Agreement.

ASSIGNMENT

Neither Party may assign any of its rights or obligations under this Agreement without the other Party's prior written consent, which will not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign any and all of its rights and obligations under this Agreement to a successor in interest in the event of a merger or acquisition or to an Affiliate, upon prior written notice to the other Party.

SEVERABILITY AND WAIVER

This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Should any term or provision of this Agreement be declared void or unenforceable by any court of competent jurisdiction, the Parties intend that a substitute provision will be added to this Agreement that, to the greatest extent possible, achieves the intended commercial result of the original provision. The failure of either Party to enforce any rights granted to it hereunder or to take action against the other Party in the event of any breach hereunder will not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

GOVERNING LAW AND JURISDICTION

Each Party agrees to the applicable governing law below without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts below with respect to any dispute, claim, action, suit or proceeding (including non-contractual disputes or claims) arising out of or in connection with this Agreement, or its subject matter or formation. To the extent not prohibited by law, each of the Parties hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement.

CyberArk entity entering into Agreement:	With Principal Office at:	Choice of Law:	Exclusive Jurisdiction:
CyberArk Software, Inc.	60 Wells Avenue, Newton, MA 02459, U.S.A.	Laws of Commonwealth of Massachusetts, U.S.A.	Courts of Boston, Massachusetts, U.S.A.
Cyber-Ark Software (UK) Ltd.	One Pear Place, 152-158 Waterloo Road, Waterloo, London, SE1 8SB, U.K.	Laws of England and Wales	Courts of London, England
CyberArk Software Ltd.	9 Hapsagot St. Park Ofer 2, P.O. Box 3143, Petach-Tikva 4951040, Israel	Laws of Israel	Courts of Tel Aviv Jaffa, Israel
CyberArk Software Canada Inc.	1200 Waterfront Centre 200 Burrard Street PO Box 48600, Vancouver BC V7X 1T2, Canada	Laws of Ontario and the federal laws of Canada applicable therein	Courts of Toronto, Ontario, Canada
CyberArk Software (Singapore) Pte. Ltd.	3 Anson Road #24-02, Springleaf Tower, Singapore 079909	Laws of Singapore	Courts of Singapore
CyberArk Software (Japan) K.K.	Pacific Century Place 8F, 1-11-1, Marunouchi, Chiyoda-ku, Tokyo, Japan	Laws of Singapore	Courts of Singapore
CyberArk Software (India) Private Limited	3rd Floor, SY No. 136, Sreshta Marvel, Gachibowli Kondapur Main Road, Gachibowli, Ranga Reddy, Telangana, 500032, India	Laws of India	Courts of Hyderabad, India
CyberArk Software (Australia) Pty Ltd	Level 26, Suite 1, 259 George Street, Sydney NSW 2000	Laws of Victoria, Australia	Courts of Melbourne, Australia
CyberArk Turkey Siber Güvenlik Yazılımı A.Ş.	Plaza Cubes, Barbaros Mahallesi, Kardelen Sokak Palladium Tower 2/1 34746 Atasehir, Istanbul	Laws of Israel	Courts of Tel Aviv Jaffa, Israel

FORCE MAJEURE

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.



ENTIRE AGREEMENT

This Agreement, along with any additional terms incorporated herein by reference represents the complete and exclusive terms and conditions under which this Software is licensed to Customer by CyberArk, and it supersedes all prior agreements and representations between the Parties, unless specifically stated otherwise. This Agreement may only be amended by a written instrument specifically intended for this sole purpose and signed by the authorized representatives of both Parties. All notices or other communication required or permitted under this Agreement will be in writing and will be deemed to have been duly given: (a) when delivered by hand; (b) three (3) days after being sent by registered or certified mail, return receipt requested and postage prepaid; (c) one (1) day after deposit with a nationally recognized overnight delivery or express courier service; or (d) when provided via email when the sender has received a delivery/read receipt. Notices for CyberArk should be sent to the following addresses: (i) for physical notices the address specified for CyberArk in section "Governing Law and Jurisdiction" and; (ii) for electronic notices to: contract-notices@cyberark.com.

Should Customer have any questions concerning this Agreement, or if Customer desires to contact CyberArk for any reason, please e-mail us at: contract-notices@cyberark.com

Updated as of 07 June 2023