# CYBERARK SUPPORT TERMS

CyberArk will provide Customer with the Support Services as set forth below (i) if Customer purchases CyberArk Support Services for its perpetual Self-Hosted Software, commencing upon delivery of the Self-Hosted Software or commencement of a renewal term (or as otherwise agreed to in writing by the Parties); (ii) if Customer purchases a subscription for Self-Hosted Software or SaaS Products, during the subscription term of the product.

Support 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 provision of the Agreement and this Schedule, the provisions of this Schedule will govern with respect to the Support Services described herein.

## 1.      Definitions.

"**Agents**" means CyberArk's proprietary software agents and connectors that are to be locally installed by Customer for the purpose of interacting with the relevant SaaS Product.

"**Documentation**" means the user guides, installation documents, and specifications for the Software that are made available from time to time by CyberArk in electronic form and found at docs.cyberark.com, including the documentation located therein under the 'Security' section for the relevant Software, but excluding any sales or marketing materials.

"**End of Life Policy**" means CyberArk's policy describing the development and support periods for versions of the Self-Hosted Software and Agents, including the relevant end of support date for each such version available at End-of-Life policy | CyberArk Docs, as updated by CyberArk from time to time.

"**Major Release**" means all new releases and major enhancements of the Self-Hosted Software that CyberArk may hereafter develop and make generally available to its licensees. Major Releases are represented by a number change to the left of the decimal point of the version of the Self-Hosted Software.

"**SaaS Products**" means the software-as-a-services products identified in the applicable Agreement.

"**Self-Hosted Software**" means the self-hosted software identified in an applicable Agreement.

"**Software**" the Self-Hosted Software and SaaS Products.

"**Support Services**" means the maintenance and support services set out in this Schedule, which may be purchased by Customer in relation to the Software pursuant to the terms of the Agreement.

"**Work-Around**" means a temporary method for overcoming a problem or limitation in a program or system.

## 2.      Support Services

**2.1.**      Levels of Support. Three (3) levels of support are available as set out below.

    **2.1.1.**      **Level 1 Support.** Level 1 (problem verification) handles calls requiring a relatively low, but broad degree of product expertise.

    **2.1.2.**      **Level 2 Support.** Level 2 (problem determination and temporary fix) requires both broad and in-depth product expertise. Level 2 support has full responsibility for problem trouble-shooting, and development of problem avoidance and Work-Arounds.

    **2.1.3.**      **Level 3 Support.** Level 3 requires engineering level technical expertise. The Level 3 support organization is responsible for providing timely product defect descriptions and resolution plans to Level 1 and Level 2 Support.

**2.2.**      CyberArk will provide the following Support Services for the Software (as appropriate), subject to the End of Life Policy:

**2.2.1.** contact with CyberArk via email, phone, the customer community and salesforce for use of the Software in accordance with the Documentation;

**2.2.2.** services for correcting or working around variances between a function of the Software and the applicable Documentation, provided the variances occur on an unmodified version(s) of the Software currently supported by CyberArk (as set forth in the End of Life Policy), in each case being utilized under normal operating conditions (or conditions approved by a CyberArk support representative in writing);

**2.2.3.** updates and bug fixes to the Software.

**2.3.** On-site Services are not covered by the Support Services, but may be provided by CyberArk on Customer's request at CyberArk's then current Professional Services rates, plus actual expenses incurred. Services arising from any of the following events are not covered by Support Services, and CyberArk reserves the right to refuse to perform such services or agree and document with Customer the services that are required by Customer based upon CyberArk's then current rates for performing such services:

**2.3.1.** relocation, improper operation, fault, neglect or misuse of any Software (including improper network communication of a SaaS Product) by anyone other than CyberArk; with respect to Self-Hosted Software only Customer's failure to perform regular backups of its data; Customer's failure to materially comply with the Documentation; Customer's failure to maintain proper site or environmental conditions; or the failure or interruption of any electrical power, telephone or communication service or like cause;

**2.3.2.** events not caused by a failure of CyberArk or its Software, in which case CyberArk will use commercially reasonable efforts to work with other vendors and Customer to isolate the cause of the failure;

**2.3.3.** any attempt at repair, maintenance or modification of any Software, or any new installation or upgrade to a Major Release of any Self-Hosted Software, in each case performed by anyone other than CyberArk-certified personnel, with the exception of those tasks expressly detailed in the Documentation, or otherwise agreed to in writing by CyberArk, as performable by Customer; or

**2.3.4.** Customer's failure to install any update that is designed to resolve Customer's issue, within sixty (60) days of its release.

**3.** **Service Levels**.

**3.1.** With respect to Self-Hosted Software: CyberArk categorizes support requests in relation to the severity of the service call. Severity level classifications, response times and resolution procedures are stated in Appendix 1. If CyberArk exceeds the response time in Appendix 1 by more than twice the amount specified for a particular event, then Customer will be entitled to the following credits:

(a) for **perpetual-based Self-Hosted Software**: a credit for one (1) day, pro-rated, on the following term's Support Services fees.

(b) for **subscription-based Self-Hosted Software**: a credit for two tenths (20%) of a day, pro-rated, on the following term's license subscription fees.

In no event will the aggregate credits with respect to events occurring in any single calendar month exceed fifty (50%) percent of that month's pro-rated Support Services fees for perpetual-based Self-Hosted Software or fifty (50%) percent of that month's pro-rated license subscription fees for subscription-based Self-Hosted Software (as the case may be). In order to receive this credit, Customer must submit a written request to CyberArk within ten (10) days of the incident specifying the problem and the response times. This is CyberArk's sole liability and Customer's exclusive remedy for CyberArk's failure to meet a response time. Notwithstanding the foregoing, this

section 3 and Appendix 1, including the response time service level agreements and remedies set forth herein, will not apply for Support Services purchased from an authorized channel partner.

**3.2.** With respect to SaaS Products: CyberArk categorizes Support Services requests in relation to the severity of the service call. Severity level classifications, response times and resolution procedures are stated in Appendix 1. CyberArk shall make commercially reasonable efforts to respond to Support Services requests within the response times set forth in Appendix 1. Notwithstanding the foregoing, this section 3 and Appendix 1 will not apply for Support Services purchased from an authorized channel partner.

**4.      Responsibilities.**

**4.1.** CyberArk will provide Level 1 Support, Level 2 Support and Level 3 Support for all requests for support raised by a Customer directly to CyberArk. In the event that Customer opts to procure Support Services through an authorized channel partner of CyberArk, that authorized channel partner may provide Level 1 Support and Level 2 Support and CyberArk will provide Level 3 Support.

**4.2.** Unless an authorized channel partner is providing Level 1 Support and Level 2 Support to Customer, Customer will designate support contact(s), not to exceed four (4) total contacts, to be the primary interface with CyberArk and to initiate all requests for support. The support contacts and any other designee must be trained by CyberArk, qualified and authorized to communicate all necessary information, perform diagnostic testing under the direction of the CyberArk service representative and be present at the location during the performance of any support if required. Customer shall provide prior written notice to CyberArk for any changes to registered contacts.

**4.3.** With respect to Self-Hosted Software, Customer shall test recommended updates in order to resolve outstanding issues and accepts sole responsibility for any compatibility problems between the Self-Hosted Software and any other software, hardware, or other technology not maintained or supported by CyberArk. Customer is responsible for the performance of routine back-ups and for ensuring that all data is secured from damage during the performance of Support Services.

**4.4.** With respect to SaaS Products, Customer shall: (a) ensure the Agents are updated to ensure compatibility with the SaaS Products, as set forth in the End of Life Policy; and (b) promptly test recommended updates and upgrades to Agents in order to resolve outstanding issues. Customer acknowledges and agrees that its failure to timely install such an update may result in disruptions to or failures of the SaaS Products, security risks or suspension of Customer's access to the SaaS Products, without any liability on the part of CyberArk to Customer. Customer accepts sole responsibility for any compatibility problems between the relevant SaaS Product and any other software, hardware, or other technology not maintained or supported by CyberArk.

**5.      Term and Renewal**

With respect to Self-Hosted Software, the term for the Support Services is as stated in an applicable Order or as otherwise agreed in writing between the Parties. The Support Services fees may be renegotiated and mutually agreed to in writing by the Parties (or by Customer and an authorized channel partner, where appropriate) prior to any renewal term. If Customer fails to renew Support Services but later desires to reinstate them, Customer will be obligated to pay the Support Services fees for the lapsed period along with CyberArk's then-current reinstatement fees.

**6.      Support of Self-Hosted Software versions**

CyberArk shall support or maintain a particular version of the Self-Hosted Software and/or Agents for the period set forth in the End of Life Policy.

**7.      Business Hours**

"Business Days" and "Business Hours" shall be defined according to the regional support center stated in the table below. Customer must elect the regional support center with which it will log its requests for support upon written notice to CyberArk at least ten (10) days prior to logging its initial support ticket. If Customer fails to do so (or if

otherwise agreed by the Parties in writing), CyberArk will designate the applicable regional support center(s) on behalf of Customer based reasonably on Customer's location.

| Regional Support Center | Business Hours | Business Days | National Holidays Jurisdiction |
|---|---|---|---|
| Asia (excluding Japan) | 09:00 - 18:00 (SGT Time) | Monday through Friday | Singapore |
| Australia | 09:00 - 18:00 (AEST Time) | Monday through Friday | Melbourne, Australia |
| Japan | 09:00 - 18:00 (JP Time) | Monday through Friday | Japan |
| Israel | 09:00 – 18:00 (IL Time) | Sunday through Thursday | Israel |
| EMEA | 08:00 - 17:00 (UK Time) | Monday through Friday | United Kingdom |
| USA | 08:00 - 20:00 (EST Time) | Monday through Friday | US Federal |

**APPENDIX 1**
**TECHNICAL SUPPORT PROBLEM SEVERITY LEVEL CLASSIFICATIONS\***

| Critical Event | Serious Event | Moderate Event | Minor Event |
|---|---|---|---|
| A down situation, whereby Customer is unable to do production work, and a Work-Around is not available. This category includes situations where:<br><br>(A) With respect to Self-Hosted Software:<br><br>• the protected server ceases to be operational;<br><br>• the Self-Hosted Software requires repeated reboots of the system.<br><br>(B) With respect to SaaS Products\*\*:<br><br>• the SaaS Product is not available or accessible to Customer;<br><br>• the systems under the protection of the SaaS Product are not usable or not accessible due to a fault with the SaaS Product, and a Work-Around is not available;<br><br>• Customer cannot access business applications and is unable to continue normal business operations. | A major function is unusable and no Work-Around is available, but Customer is able to do some production work. The Software may:<br><br>(A) With respect to Self-Hosted Software:<br><br>• be usable but incomplete (one or more major documented commands/functions are inoperable/ missing);<br><br>• require rebooting of the system;<br><br>• suffer sufficient degraded performance (throughput/response) such that there is a severe impact on use.<br><br>(B) With respect to SaaS Products:<br><br>• be usable but incomplete (one or more major documented commands/functions are inoperable/ missing);<br><br>• significantly impact Customer's normal business operations, and no Work-Around is available; suffer sufficient degraded performance (throughput/response) such that there is a severe impact on use. | There is a loss of a function or resource that does not seriously affect Customer's operations or schedules.<br><br>Any problem, which was originally reported as a Critical Event or Serious Event, but has been temporarily solved with a Work-Around, will be reduced to a Moderate Event. | All problems with the Self-Hosted Software or SaaS Product, other than those falling within the more severe categories. This category includes:<br><br>• errors in Documentation;<br><br>• instances when the Self-Hosted Software or SaaS Product does not operate strictly according to the Documentation. |

**RESPONSE TIME AND RESOLUTION PROCEDURE**

| Call Severity | Initial response | Action | Work-Around |
|---|---|---|---|
| **Critical Event** | 2 hours (24x7 service)<br>4 Hours (basic service) | Work continuously until problem is fixed | As required |
| **Serious Event** | 4 Hours (24x7 service)<br>6 Business Hours (basic service) | Work through normal Business Day | As required |
| **Moderate Event** | 6 Business Hours (24x7 service)<br>Next Business Day (basic service) | Reasonable - as resources are available | None |

| | | | |
|---|---|---|---|
| **Minor Event** | 12 Business Hours (24x7 service) | Reasonable - as resources are available | None |
| | 2 Business Days (basic service) | | |

Contact information for CyberArk support can be found at: https://www.cyberark.com/customer-support/

**\*** Notwithstanding the foregoing, all situations of a technical nature related to CyberArk Cloud Entitlements Manager SaaS Product will be categorized as a Moderate Event. All other questions related to CyberArk Cloud Entitlements Manager SaaS Product will be categorized as a Minor Event.

\*\* In case of a Critical Event affecting Customer's use of the SaaS Products, upon Customer's request, CyberArk will provide a root cause analysis (RCA) document of the Critical Event, within seven (7) business days of the request. CyberArk may provide an updated version of the RCA, in case new information that would materially change any section of the RCA becomes available after the publication of the previous version.