

VENAFI ADDENDUM TO CYBERARK'S SOFTWARE LICENSE AGREEMENT

This Venafi 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 additional terms and conditions under which the Customer is entitled to access and use the Venafi Software, as defined below. This Addendum only applies to Venafi self-hosted software and not to any other CyberArk software product, software-as-a-service product or other services. To the extent that any of the terms or conditions contained in this Addendum contradict or conflict with any of the terms or conditions of the Agreement, the terms of this Addendum shall supersede the Agreement. Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement except as otherwise stated. Customer and CyberArk are each referred to as a "Party" and collectively, the "Parties." PLEASE READ THIS ADDENDUM CAREFULLY BEFORE USING THE VENAFI SOFTWARE. THIS ADDENDUM CONSTITUTES A LEGAL AND ENFORCEABLE CONTRACT BETWEEN CUSTOMER AND CYBERARK. BY INDICATING CONSENT ELECTRONICALLY, OR ACCESSING OR OTHERWISE USING THE VENAFI SOFTWARE, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS ADDENDUM. IF CUSTOMER DOES NOT AGREE TO THIS ADDENDUM, DO NOT INDICATE CONSENT ELECTRONICALLY AND MAKE NO FURTHER USE OF THE VENAFI SOFTWARE.

1. Grant of License

1.1. License Review. CyberArk is entitled to review Customer's use of the Venafi Software to determine compliance with any applicable fee requirements, product licensing parameters, or licensing metrics and may, with reasonable advance notice not more than once per year, request reports on license usage from Customer if such reports are reasonably accessible to Customer. If CyberArk reasonably determines that Customer has used the Venafi Software outside the scope of the license granted under the Agreement, including using more than the purchased number and/or type of licenses, then CyberArk or CyberArk's Channel Partner (as applicable) shall invoice Customer for such additional use.

1.2. Third-Party Services. The Venafi Software may enable access to third-party services and websites (collectively, "External Service") including, without limitation, those of any Certificate Authority. Customer agrees to use any External Service at Customer's sole risk and expense. CyberArk is not liable for any External Service and is not responsible for its content or accuracy. Customer will not use the External Service in any manner that is inconsistent with the terms of this Addendum, the Agreement and the agreements governing the uses of such External Service, or that infringes intellectual property rights. CyberArk reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any External Service at any time without notice or liability to Customer.

1.3. Analytics. Customer agrees that CyberArk and its Affiliates and authorized service providers may process non-personally identifying technical, telemetry or other data that either (a) enables the provision of product analytics and improvements; or (b) enables CyberArk and its Affiliates to confirm license compliance by Customer.

2. Support

2.1. Support. As part of its provision of the Venafi Software, CyberArk shall make available technical support to Customer in accordance with the Venafi Support Services terms applicable to the Venafi Software. Customer agrees to submit support and maintenance requests pursuant to instructions provided by CyberArk in the Venafi support portal or by emailing support@venafi.com. CyberArk will make commercially reasonable efforts to address requests in accordance with the service levels and response times provided at <https://support.venafi.com> and included in Customer's license certificate

3. Definitions. As it relates to the Venafi Software, the Definitions Section of the Agreement shall be amended to add the following definitions. Any conflicting definitions already included in the Agreement are replaced with the following definitions:

“Certificate Authority” means an organization that is responsible for the authorization, issuance, revocation, and management of digital certificates that record information used to authenticate identities of users, devices, servers or websites.

“Documentation” means the user guides, installation documents, and specifications for the Software that are made available from time to time by CyberArk in electronic or tangible form and found at <https://docs.venafi.com/> but excluding any sales or marketing materials.

“Venafi Software” means the Venafi self-hosted software specified in the Order as further described in the Documentation (including any locally-installed software agents and connectors that interact with the Software as may be provided by CyberArk in connection with the Software).

“Venafi Support Services” means the maintenance and technical support services for the Venafi Software provided by CyberArk to Customer as part of an active Venafi Software subscription, set out at <https://support.venafi.com/>.