

PAM/EPM on cloud | CyberArk

1. Definitions

In this section:

- (a) **Agents** means CyberArk's proprietary software, systems and locally-installed software agents and connectors that interact with the SaaS Products as may be provided by CyberArk in connection with the SaaS Products;
- (b) **Authorised Users** means employees, agents, consultants, contractors, or vendors authorized by Customer to use the SaaS Products solely for the internal use of Customer, subject to these CTP Terms;
- (c) **Confidential Information** means all information provided by the disclosing party to the receiving party concerning the disclosing party's 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 intellectual property and any 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;
- (d) **CyberArk** means CyberArk Software (Australia) Pty Ltd;
- (e) **Documentation** means the user guides, installation documents, and specifications for the SaaS Products that are made available from time to time by CyberArk in electronic or tangible form and found at docs.cyberark.com, including the documentation located therein under the 'Security' section for the relevant SaaS Products, but excluding any sales or marketing materials;
- (f) **Order** means CyberArk's quote accepted by Cenitex to order CyberArk's SaaS Products and/or Professional Services, which references the SaaS Products, pricing, payment terms, quantities, expiration date and other applicable terms set forth in an applicable CyberArk quote or ordering document; and
- (g) **SaaS Products** means the software-as-a-service products specified in the agreement between Cenitex and CyberArk as further described in the Documentation (including any updates and upgrades to the SaaS Products provided by CyberArk in its sole discretion, and any Agents).

2. Grant of Licence

The Customer acknowledges and agrees that the Customer and the Customer's Authorised Users are permitted to access and use the SaaS Products and applicable Documentation solely for Customer's internal business purposes in accordance with the Documentation and in the quantity specified in the applicable Order.

3. Restrictions on Use

The Customer acknowledges and agrees that it will not:

- (a) copy or reproduce the SaaS Products or the Documentation;
- (b) exceed the subscribed quantities, users or other entitlement measures of the SaaS Products as set forth in the agreement between Cenitex and CyberArk;
- (c) remove or destroy any copyright, trademark or other proprietary marking or legends placed on or contained in the SaaS Products, Documentation or CyberArk intellectual property;
- (d) assign, sell, resell, sublicense, rent, lease, time-share, distribute or otherwise transfer the rights granted to Cenitex under the agreement between Cenitex and CyberArk to any third party;
- (e) modify, reverse engineer or disassemble the SaaS Products;
- (f) decompile, attempt to derive the source code or underlying ideas or algorithms of any part of the SaaS Products, attempt to recreate the SaaS Products or use the SaaS Products for any competitive or benchmark purposes;
- (g) create, translate or otherwise prepare derivative works based upon the SaaS Products, Documentation or CyberArk intellectual property;
- (h) interfere with or disrupt the integrity or performance of the SaaS Products;
- (i) attempt to gain unauthorized access to the SaaS Products or its related systems or networks, or perform unauthorized penetrating testing on the SaaS Products;
- (j) use the SaaS Products 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 defamatory or otherwise unlawful data; or
- (k) store in or process with the SaaS Products any personal health data, credit card data, personal financial data or other such sensitive regulated data not required by the Documentation.

4. Customer login access

The Customer acknowledges and agrees that it is solely responsible for ensuring:

- (a) that only appropriate Authorised Users have access to the SaaS Products;
- (b) that such Authorised Users have been trained in proper use of the SaaS Products; and
- (c) proper usage of passwords, tokens and access procedures with respect to logging into the SaaS Products.

5. Advertising and publicity

The Customer acknowledges and agrees that CyberArk may use its trade names, logos, and symbols in its public promotional materials and communications for the sole purpose of identifying the Customer as a CyberArk customer.

6. Notification of claims to CyberArk

The Customer acknowledges and agrees that:

- (a) it will promptly notify Cenitex and CyberArk in writing of any third-party claims, suits and proceedings resulting from the violation, misappropriation, or infringement of such third party's patent, copyright, trademark or trade secret caused by Customer's use of the SaaS Products (**claims**) and provide CyberArk with full and complete control, authority and information for the defence of the claim and not unreasonably withhold consent for CyberArk to enter into any settlement or admission; and

it will reasonably cooperate with CyberArk in defending or settling any claim.