

TECHNOLOGY PARTNER AND INTEGRATION AGREEMENT

This TECHNOLOGY PARTNER AND INTEGRATION AGREEMENT (the “**Agreement**”) is made as of the later signing date below (the “**Effective Date**”) between CyberArk Software Ltd., an Israeli limited liability company having its principal place of business at 9 Ha’psagot St. Park Ofer 2, P.O.B 3143, Petach Tikva 4951041 Israel and its Affiliates (“**CyberArk**”) and Partner listed below, each a “**Party**” and collectively the “**Parties**”. Capitalized terms used herein are defined in the “Definitions and Interpretation” section below.

1 Purpose

- a. ☒ Evaluation and Certification of Integration

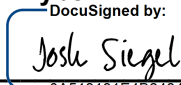
The Parties may, as appropriate in the circumstances, evaluate and test each Party’s products and services (“**Products**”) to achieve product interoperability and integration between their respective Products (“**Evaluation**”). Once successful Product interoperability is achieved via an Integration and such Integration is Certified (as described in Section 2.1), the Parties may engage in mutually agreed-upon sales and marketing activities for the purpose of identifying business opportunities for both Parties. In each case such activities are more particularly detailed in this Agreement.

- b. ☐ Partner’s distribution of CyberArk’s Secrets Manager Credential Provider *[Separate Addendum required]*

2 Partner Details

Full legal name: O.I.J Orchestra Group Ltd. (“**Partner**”)
 Country of incorporation: ISRAEL
 Principal offices 17 Kalisher st. Tel Aviv 6525717 Israel
 (full address): 17 Kalisher st. Tel Aviv 6525717 Israel

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

CyberArk
 DocuSigned by:

 0A513191E4B2484...
 By Josh Siegel
 Name Josh Siegel
 Title CFO
 Date July 21, 2022

Partner
 By O.I.J Orchestra Group Ltd.

 Name Isaac Zack
 Title Founder & COO
 Date July 13, 2022

TERMS AND CONDITIONS

1 License Grants and Restrictions.

1.1 Software License Grant. Subject to the terms of this Agreement, to the extent that either Party (“**Licensing Party**”) makes available its Product to the other Party (“**Developing Party**”) for the purposes of Evaluation (either via a Development Platform, as described in Section 1.5, or in the form of a “not for resale” license which is installed on the other Party’s IT infrastructure), the Licensing Party hereby grants the Developing Party a royalty-free, non-exclusive, non-transferable, non-sub-licensable, revocable, worldwide limited license to access and use the Products in object code format solely in accordance with the Licensing Party’s documentation and for the purpose of (a) testing and integrating the Licensing Party’s Products with the Developing Party’s Products and related services; (b) demonstrating interoperability between the Products to current and potential customers; and (c) educating and training the Developing Party’s personnel. Such license grant shall extend to the Developing Party’s Affiliates solely to the extent that, in the ordinary course of business, the Developing Party uses its Affiliates for the purposes of Evaluation. The term “**Affiliate**” shall mean an entity 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).

1.2 License Restrictions. Developing Party shall not (and shall ensure that any person, entity or representative acting on its behalf shall not): (a) distribute, lease, license, sublicense or otherwise disseminate Licensing Party’s Products to any third party (except as specifically allowed under this Agreement); (b) modify, enhance, create derivative works from, reverse engineer, decompile or otherwise reduce the Licensing Party’s Products to human-readable form; (c) use Licensing Party’s Products for any purpose other than Evaluation, including in a business production mode, as an end-use product, or use any third-party software embedded in or bundled with Licensing Party’s Product as a standalone program or in any way independently from Licensing Party’s Product, as applicable; (d) reproduce or make more copies of Licensing Party’s Products than are necessary to comply with the Developing Party’s then-current back-up requirements; or (e) include any portion of Licensing Party’s Products in Developing Party’s own Products or other products or services. Each Party shall reproduce any copyright notices, legends and proprietary marking on any authorized copy of the other Party’s Products. Any rights not expressly granted herein are deemed withheld. Licensing Party may refuse access to its Products, Marketplace and/or Development Platform (as defined below) where, acting reasonably and in good faith, Licensing Party knows or suspects that such access would violate the terms and conditions of this Agreement (including where Licensing Party knows or suspects that Developing Party may have been compromised by a malicious actor). In such circumstances, Licensing Party shall promptly inform Developing Party in writing of such refusal of access unless prohibited by applicable law or where Licensing Party reasonably believes that providing such notice poses a risk to the security of its customers or other Products. Licensing Party will promptly reinstate Developing Party’s access and use once the issue has been resolved.

1.3 Integration License Grant and Restrictions. Subject to the terms of this Agreement, to the extent that Developing Party produces an Integration which is subsequently Certified by Licensing Party (as described in Section 2.2 below), Developing Party hereby grants Licensing Party a royalty-free, non-exclusive, non-transferable, non-sub-licensable, revocable, worldwide limited license to upload such Integration to Licensing Party’s technology integration listings webpage or equivalent (in CyberArk’s case, the “Marketplace” found at www.cyberark.com/marketplace) and distribute such Integration at no charge. In doing so, Licensing Party shall include a disclaimer which is substantially similar to the terms of Section 6.2 herein and shall not make any representations, warranties, or guarantees pertaining to the use, performance or capabilities of the Integration. Licensing Party’s breach of this Section 1.3 shall not bind the Developing Party in any way.

1.4 Licensed Marks Grant. Subject to the terms of this Agreement, each Party grants to the other Party and its Affiliates a non-exclusive, non-transferable, non-sublicensable, royalty-free right for the term of this Agreement to use the first Party’s trade names, trademarks, service marks, and logos (“**Licensed Marks**”), and include in all advertising materials all Licensed Marks together with all applicable proprietary rights’ notices, in each case to the extent necessary to fulfil the other Party’s operational, marketing and advertising obligations under this Agreement.

1.5 Software Development Kit; Partner Community. To the extent that Licensing Party makes available to Developing Party a software development kit or similar platform or portal for the purposes of Evaluation (“**Development Platform**”): (a) Licensing Party warrants that it has the right to make available that Development Platform for the purposes of this Agreement; and (b) Developing Party agrees to access and use that Development Platform in accordance with the terms of this Agreement and such other terms applying to the Development

Platform which are brought to the attention of Developing Party (either by Licensing Party or the third party from whom Licensing Party licenses the Development Platform). To the extent that Partner accesses and uses CyberArk's technology partner webpage ("**Partner Community**"), CyberArk grants to Partner a non-transferable, non-sublicensable right for the term of this Agreement to access and use the Partner Community and the information included within it for the purposes of Partner obtaining its rights and benefits and fulfilling its obligations in this Agreement or otherwise as a CyberArk Partner, subject to the terms of use provided on the Partner Community.

2 Certification.

2.1 Each Party may, acting as Developing Party, develop an integration and associated guidance document between its own Products and the respective Products of the other Party, acting as Licensing Party ("**Integration**"). In each case, the Developing Party shall give the Licensing Party prior notice of its intention to develop an Integration. Prior to or during the development of the Integration, the Parties shall agree in writing on the appropriate certification criteria against which the Integration will be assessed, including any planned demonstrations. Following the certification process set forth in Section 2.2, if the Parties agree that the Integration conforms to the agreed certification criteria then the Integration will be considered "**Certified**" (the term "**Certification**" shall be construed accordingly). For the avoidance of doubt, Certification shall concern the technical interoperability of the Products only and does not constitute a representation, warranty or other endorsement by either Party with respect to any other aspect of the Integration, including its performance, resilience or security.

2.2 In order to obtain Certification from the Licensing Party, Developing Party will demonstrate, at a mutually agreeable time and place, the Integration to Licensing Party. Upon submission for Certification, Licensing Party shall test and review the Integration to ensure that it functions consistently with Licensing Party's Product's functionality while achieving interoperability with the Developing Party's Products. During the Certification process, Licensing Party may suggest and/or recommend that Developing Party modify the Integration to achieve Certification. Developing Party may either: (a) modify the Integration in order to achieve Certification; (b) suggest and/or recommend a compromise that the Developing Party considers would achieve interoperability; or (c) if neither of the foregoing options are possible, forego the Certification process and negotiate in good faith use of the Integration by each Party, notwithstanding such lack of Certification. For the avoidance of doubt, foregoing the Certification process shall not be considered a breach of this Agreement or of itself give rise to any liability of one Party to the other Party.

2.3 In order to maintain Certification, each Party shall use reasonable efforts to notify the other Party promptly of the commercial release of any update to or change in that Party's Products that materially impacts or is likely to have a material impact on an Integration. Each Party shall cooperate with the other Party to recertify an Integration on an annual basis ("**Re-Certification**"). In each case, Developing Party shall resubmit the updated Integration to Licensing Party for Re-Certification. Licensing Party may request another demonstration of the Integration and/or offer reasonable suggestions to Developing Party if the Integration no longer functions properly, in each case as described in Section 2.2, in order that Re-Certification may be achieved.

2.4 If at any time during the term of this Agreement either Party learns or suspects that its Products no longer achieve interoperability with the other Party's Products and, as a result, such Party chooses not to subject the Integration to Re-Certification (whether undertaken by itself or by the other Party), the first Party shall promptly notify the other Party in writing and each Party shall (a) discontinue promoting and advertising that its Products are interoperable with and the subject of an Integration with the other Party's Products; and (b) in any case within thirty (30) days of such decision to forego Re-Certification, destroy or return all of the other Party's Product's marketing literature and materials in its or its distribution channels' possession.

2.5 Notwithstanding anything to the contrary in this Section 2, each Party reserves the right to modify, update or discontinue ("sunset") its Products from time to time at its sole discretion and neither Party shall be obliged to notify the other Party of any sensitive information or "roadmap" which is not generally made available to that Party's other technology or commercial partners or would otherwise be a breach of applicable laws.

3 Intellectual Property Rights

3.1 Except for the licenses explicitly granted in this Agreement, each Party acknowledges and agrees that the other Party, its Affiliates and/or its licensors retain all right, title and interest in and to the other Party's Products, including any derivatives, enhancements, improvements or modifications thereof and all intellectual property rights

embodied in the Products, user manuals and other written materials for the Products and all Licensed Marks (including in each case any goodwill related thereto) (collectively the “**Intellectual Property Rights**”). Neither Party shall contest or take any action inconsistent with the other Party’s Intellectual Property Rights or to use, employ or attempt to register any mark or trade name which is similar to any Licensed Marks with such title and ownership. Each Party shall own any developed work, including without limitation any Integration, generated by that Party, and such developed work shall not be deemed a “work made for hire”.

4 Marketing and Sales Activities.

4.1 Marketing Plan. The Parties may develop a joint marketing and promotions plan (the “**Marketing Plan**”) to notify the Parties’ mutual customers of the relationship between the Parties and the planned or actual availability of the Integration once Certified. Each Party will implement the Marketing Plan using commercially reasonable efforts. Such Marketing Plan may include, but is not limited to: (i) issuance of a joint press release or similar public statement (e.g. blog); (ii) placement of the other Party’s Licensed Marks and company information on a Party’s website; (iii) jointly agreed-upon training of the Parties’ personnel on the Integration and the Parties’ respective Products and services; and (iv) joint efforts to establish the Integration with mutual customers in order to validate the operation of the Integration in a live, proof of concept environment. Each Party will at all times comply with the other Party’s reasonable and current policies and instructions with respect to the use of its Licensed Marks (which in the case of CyberArk is contained in CyberArk’s Partner Marketing Guide, the current version of which is available on the Partner Community website and on request).

4.2 Compliance and Good Business Practices. Each Party shall comply with all applicable international, federal, state and local laws and regulations in performing its duties with respect to its own Products and shall not, and shall not permit or condone any entity or person acting on that Party’s behalf to: (i) be engaged by, or associated with, any deceptive, misleading, misrepresentative, illegal, or unethical practices that may be detrimental to the other Party or to the Products and services of such other Party; (ii) make any representations, warranties, or guarantees to customers concerning the other Party’s Products or services that are inconsistent with or in addition to those made in this Agreement or the Marketing Plan. Partner undertakes to comply at all times with CyberArk’s Vendor and Business Partner Code of Conduct available at <https://www.cyberark.com/Vendor-Business-Partner-Code-of-Conduct.pdf>.

5 Maintenance and Support Services.

Each Party shall provide support services for its own Product(s) to its own customers according to such Party’s then-current terms and conditions and standard business practices. Each Party agrees to make reasonable efforts to provide limited support services during normal business hours to the other Party for (i) the purposes of developing or maintaining the Integration; or (ii) the indirect benefit of mutual customers which encounter issues concerning interoperability. Any support services provided herein by a Party shall be at no cost to the other Party, except where expressly agreed in writing by the Parties prior to the commencement of such services. For the avoidance of doubt, it shall not be considered a breach of this Agreement or give rise to any other liability if a Party fails to respond to a request from the other Party for support services in accordance with the then-current terms and conditions that such Party offers to its customers.

6 Representations and Warranties; Disclaimer.

6.1 Each Party represents and warrants to the other Party that it has the right to enter into this Agreement, and that this Agreement constitutes a valid binding obligation of such Party, enforceable against such Party in accordance with its terms and does not conflict with or violate any agreements such Party has with any third party.

6.2 To the extent that either Party makes available its Products or any Integration to the other Party pursuant to Section 1.1, the other Party acknowledges that the first Party does so without charge. Accordingly, the Parties agree that the first Party provides such Products or any Integration “as is” without any warranties or representations of any kind and, to the extent permitted by law, disclaims all implied warranties and representations, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose and non-infringement. Other than in the event of a Claim pursuant to Section 8 (Indemnification), the other Party assumes all risks and all costs associated with its use of that Product or any Integration and the other Party’s sole and exclusive remedy in case of any dissatisfaction is termination of the relevant Product or any Integration license.

7 **Confidentiality.**

7.1 **Confidential Information.** The Parties acknowledge that each may disclose certain valuable confidential and proprietary information to the other. “**Confidential Information**” means all information in any format whatsoever 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 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 similar legend by the disclosing Party at the time of disclosure, including any copies or derivatives thereof. 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. The receiving Party shall be responsible for all breaches of confidentiality by any person to whom it provided access to the Confidential Information. All Confidential Information is and shall remain the sole and exclusive property of the disclosing Party, and unless specifically provided otherwise, is provided to the receiving Party “as is”, and no license or other rights to Confidential Information are granted hereby by implication or otherwise. This Section 6 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.

7.2 **Exceptions.** 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 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.

7.3 **Competing Products and Services.** Each Party acknowledges and agrees that its Products contain proprietary information and trade secrets. Neither Party will use any Confidential Information that it gains through use or study of the other’s Products to facilitate its or any third party’s development of any software programs or other products that would compete with the other Party’s Products. Notwithstanding the foregoing, nothing in this Agreement shall (a) limit a Party’s existing research and/or development, plans or programs in existence when the Confidential Information is disclosed to the extent that the receiving Party does not use the Confidential Information belonging to the disclosing Party as part of its existing research and/or development plans or programs; (b) be construed as a representation or inference that the receiving Party shall not develop, or be entitled to develop, products or services or have products or services developed on its behalf that, without violation of this Agreement, compete with the products or services of the disclosing Party; and/or (c) be construed or interpreted to prevent the receiving Party from filing a patent application on the receiving Party’s own inventions that were conceived independently of the disclosing Party’s Confidential Information.

8 **Indemnification.**

8.1 **Infringement Indemnity.** Each Party (“**Indemnifying Party**”) shall defend and indemnify the other Party (“**Indemnified Party**”) against all 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 the Indemnified Party’s use of the Indemnifying Party’s Product or (where used in this Section 8, to the extent made available by the Indemnifying Party) Integration in accordance with this Agreement and related documentation and materials (each, a “**Claim**”), and all directly related losses, liabilities, damages, costs and expenses (including reasonable attorneys’ fees).

8.2 Process. Indemnifying Party's defense and indemnification obligations herein will become effective upon, and are subject to, (a) Indemnified Party's prompt notification to Indemnifying Party of any Claims in writing, and (b) Indemnified Party providing Indemnifying Party with full and complete control, authority and information for the defense of the Claim, provided that Indemnifying Party will have no authority to enter into any settlement or admission of Indemnified Party's wrongdoing on behalf of Indemnified Party without Indemnified Party's prior written consent (not to be unreasonably withheld). At Indemnifying Party's request, Indemnified Party shall reasonably cooperate with Indemnifying Party in defending or settling any Claim.

8.3 Exclusions. The above obligations to defend and indemnify will not apply in the event that a Claim arises from or relates to (a) use of the Products or Integration not in accordance with the documentation; (b) any modification, alteration or conversion of the Products or Integration not created or approved in writing by Indemnifying Party; (c) any combination or use of the Products or Integration with any computer, hardware, software or service not required by the documentation; (d) Indemnified Party's gross negligence or willful misconduct, or (e) any refusal of Indemnified Party to use a non-infringing version of Product or Integration or any part thereof (including any update, if such infringement could have been avoided by use of the most recent update) offered by Indemnifying Party at no cost to Indemnified Party.

8.4 Remedies. If the Product or Integration becomes, or Indemnifying Party reasonably determines that the Product or Integration is likely to become, subject to a claim of infringement for which Indemnifying Party must indemnify Indemnified Party as described above, Indemnifying Party may at its option and expense: (a) obtain for Indemnified Party the right to continue using the Product or Integration in accordance with this Agreement; (b) replace or modify the Product or Integration so that it becomes non-infringing, or (c) terminate this Agreement. This Section states the sole liability of Indemnifying Party and the exclusive remedy of Indemnified Party with respect to any Claims arising out of or related to this Agreement.

9 Limitation of Liability.

9.1 Maximum Liability. Except for liability arising in relation to Section 8 (Indemnification), in no event will either Party'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 \$100,000.

9.2 No Consequential Damages. Neither Party will have any liability to the other Party for any loss of profits or revenues, loss of goodwill, or for any indirect, special, incidental, consequential or punitive damages arising out of, or in connection with this Agreement, however caused, whether in contract, tort (including negligence), warranty, indemnity or any other legal theory, and whether or not the Party has been advised of the possibility of such damages.

9.3 Construction. This Agreement is not intended to and will not be construed as excluding or limiting any liability which cannot be limited or excluded by applicable law, including liability for (a) death or bodily injury caused by a Party's negligence, or (b) gross negligence, willful misconduct, or fraud.

10 Term and Termination.

10.1 Term. This Agreement will begin on the Effective Date and will continue in full force and effect until terminated in accordance with the provisions provided below.

10.2 Termination. Either Party may terminate this Agreement under the following circumstances (a): at any time for convenience by providing to the other Party thirty (30) days' prior written notice; (b) if the other Party commits a material breach of this Agreement and does not cure such breach within thirty (30) calendar days of receipt of written notice specifying such breach; or (c) immediately at the occurrence of one or more of the following events: (i) a receiver, trustee, or liquidator of the other Party is appointed for any of its properties or assets, or the other Party liquidates, dissolves, or is adjudicated insolvent (all whether voluntary or involuntary), or files a petition in bankruptcy or for reorganization or an arrangement with its creditors, or readjustment of its debts; (ii) the other Party ceases to carry on its business, (iii) the other Party is unable to pay its debts as they mature; or (iv) the other Party is indicted of any crime or violation related to anti-bribery or export laws.

10.3 Effect of Termination. Upon termination of this Agreement for whatever reason, (a) each Party will cease all marketing and other activities related to this Agreement, including use of the Licensed Marks; and (b) each

Party will promptly on the other Party's written request return to the requesting Party or destroy, at requesting Party's sole discretion, all documentation, material and any of the requesting Party's property, including, but not limited to Confidential Information, materials incorporating the Licensed Marks, all advertising materials and any and all copies thereof in whatever form in the possession, custody or control of the requested Party. Each Party shall also promptly remove all electronic uses of the Licensed Marks, including, without limitation, from its website. Termination of this Agreement shall not affect previously accrued rights and obligations of either Party.

11 Export Control.

The exportation of and other transactions involving CyberArk's Products, and all related technology, information, materials and any upgrades thereto (including the Integration and any access to the Development Platform, to the extent that either incorporates any CyberArk technology) 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, 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 Partner and Customer operate or do business, as amended, and the rules and regulations promulgated from time to time there under.

Specifically, Partner hereby undertakes not to export or re-export the Products and all related technology, information, materials and any upgrades thereto : (a) to 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) to any country to which such export or re-export is restricted or prohibited per the foregoing applicable laws; or (c) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Partner also certifies that it is not a Prohibited Person nor owned, controlled by, or acting on behalf of a Prohibited Person.

12 Miscellaneous.

12.1 Parties' Relationship. The relationship of the Parties is that of independent contractors. This Agreement does not create an employee-employer relationship, agency, partnership or similar relationship between the Parties, and Partner may not present itself as CyberArk's agent service provider, associated person or representative and neither Party may create any obligations or responsibilities on behalf of or in the name of the other Party. Except where expressly stated herein or agreed to the contrary in writing, each Party shall bear all of its own costs and expenses incurred in performing its obligations under this Agreement.

12.2 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.

12.3 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.

12.4 Notices. All notices and other communications under this Agreement must be in writing and shall be deemed given: (i) upon receipt if delivered personally, by confirmed facsimile express courier, or certified mail, return receipt requested, or (ii) three (3) business days after mailing if sent by certified mail. All such notices and other communications must be sent to the Parties' addresses set forth above, or at such different address as may be given by a Party by written notice to the other Party.

12.5 Assignments. Neither Party shall make or purport to make any assignment, transfer or conveyance, in whole or in part, of its rights and obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the aforesaid, either Party may assign any and all of its rights and obligations under this

Agreement to any of its affiliates or if a Party becomes the subject of merger or any other form of reorganization, consolidation, restructuring, or sale of substantially all of its assets, without prior written consent of the other Party. Subject to the foregoing, the rights and benefits of the parties under this Agreement shall accrue to, and run in favor of, each Party's successors and assigns.

12.6 Governing Law & Jurisdiction. Each Party agrees that the Agreement and any dispute, claim, action, suit or proceeding (including non-contractual disputes or claims) arising out of or in connection with it, or its subject matter or formation will be governed by and construed in accordance with the laws of Massachusetts, not including its law of conflicts of laws. The Parties irrevocably consent to the exclusive jurisdiction of the courts of Boston, Massachusetts over any action, suit or proceeding arising hereunder. 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.

12.7 Entire Agreement. This Agreement, together with the commercial terms and conditions stated in the then-current Partner Network, comprise the entire agreement and supersede all prior agreements and representations between the Parties regarding the subject matter of this Agreement. The terms and conditions contained in any Purchase Order issued by Partner will be of no force or effect, even if the Purchase Order is accepted by CyberArk. This Agreement may be executed in counterparts, each of which when executed and delivered shall constitute a duplicate original but shall together constitute one agreement. Transmission of an executed counterpart of this Agreement or the executed signature page of a counterpart of this Agreement by (a) email (in PDF, JPEG or other agreed format), or (b) a generally recognized electronic signature program, shall take effect as delivery of an executed counterpart of this Agreement. No counterpart shall be effective until each Party has executed and delivered at least one counterpart. This Agreement may not be amended other than by a written instrument specifically intended for this sole purpose and signed by the authorized representatives of both Parties.