PAM/EPM cloud | CyberArk

1. Definitions

In this section:

(a) **Agents** means CyberArk's proprietary software, systems and locally-installed softw
SaaS Products as may be provided by CyberArk in connection with the SaaS Pro

(b) **Authorised Users** means employees, agents, consultants, contractors, or vendors
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
party's business, products or services that is not generally known to the public, inc
trade secrets, prices, products, services, computer programs and other intellectual
should reasonably understand to be considered Confidential Information whether c
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
from time to time by CyberArk in electronic or tangible form and found at docs.cybe
therein under the 'Security' section for the relevant SaaS Products, but excluding a

(f) **Order** means CyberArk's quote accepted by Cenitex to order CyberArk's SaaS Pr
references the SaaS Products, pricing, payment terms, quantities, expiration date
applicable CyberArk quote or ordering document; and

(g) **SaaS Products** means the software-as-a-service products specified in the agreem
described in the Documentation (including any updates and upgrades to the SaaS
discretion, and any Agents).

2. Grant of Licence

The Customer acknowledges and agrees that the Customer and the Customer's Authori
SaaS Products and applicable Documentation solely for Customer's internal business pu
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 Cenitex and CyberArk;

(c) remove or destroy any copyright, trademark or other proprietary marking or legend Documentation or CyberArk intellectual property;

(d) assign, sell, resell, sublicense, rent, lease, time-share, distribute or otherwise trans 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 a the SaaS Products or use the SaaS Products for any competitive or benchmark pu

(g) create, translate or otherwise prepare derivative works based upon the SaaS Prod 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 o testing on the SaaS Products;

(j) use the SaaS Products in a manner that infringes on the intellectual property rights party, or to store or transfer defamatory, trade defamatory or otherwise unlawful da

(k) store in or process with the SaaS Products any personal health data, credit card da 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;

(c) proper usage of passwords, tokens and access procedures with respect to logging

5. Advertising and publicity

The Customer acknowledges and agrees that CyberArk may use its trade names, logos, and communications for the sole purpose of identifying the Customer as a CyberArk cus

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, suit misappropriation, or infringement of such third party's patent, copyright, trademark SaaS Products (**claims**) and provide CyberArk with full and complete control, auth and not unreasonably withhold consent for CyberArk to enter into any settlement o

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