



**CYBERARK®**

## **CyberArk Contributor Agreement**

This CyberArk Contributor Agreement (this “**Agreement**”) applies to any Contribution you Submit to CyberArk. This agreement is legally binding on you and any organization you represent. If you are signing this Agreement on behalf of your employer or other organization, you represent and warrant that you have the authority to agree to this Agreement on behalf of that organization.

### **1. Definitions.**

- a. “**Affiliates**” of an entity means all legal entities that control, are controlled by, or are under common control with You. For the purposes of this definition, “control” means (i) the power, direct or indirect, to cause the direction or management of such legal entity, whether by contract or otherwise, (ii) ownership of fifty percent (50%) or more of the outstanding shares or securities which vote to elect the management or other persons who direct such legal entity or (iii) beneficial ownership of such entity.
- b. “**Contribution**” means any work, including any modification of or addition to an existing work, that you Submit to CyberArk in any manner for inclusion in any Work.
- c. “**CyberArk**,” “**we**” and “**us**” means CyberArk Software Ltd. and its affiliated companies.
- d. “**Submit**” means any form of electronic, verbal, or written communication sent to us or our representatives for the purpose of discussing and improving a Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as “Not a Contribution.”
- e. “**Work**” means any project, work, or materials owned or managed by CyberArk.
- f. “**You**” and “**your**” means you and any organization on whose behalf you are entering this Agreement.

### **2. Copyright Assignment, Lic and Waiver.**

- a. **Assignment.** By Submitting a Contribution, you hereby assign to CyberArk, on behalf of yourself and your Affiliates, all right, title and interest in any copyrights you have in or to the Contribution (the “**Transferred Rights**”), and you waive any other under the laws of any applicable jurisdiction rights, including any moral rights, database rights, rights of attribution, authorship, integrity, paternity, reversion, etc., that may affect our ownership, transfer, enforcement, or exploitation of the Transferred Rights. You agree to sign all documents and take all actions that may be necessary or useful in connection with effecting, documenting, or enforcing CyberArk’s ownership of the Transferred Rights.
- b. **License to CyberArk.** If and to the extent your assignment and waiver in Section 2.a is ineffective for any reason, you, on behalf of yourself and your Affiliates, hereby grant to us and to any recipient of any Work distributed by us, a non-exclusive, perpetual, irrevocable, worldwide, transferable, fully-paid, royalty-free, and sublicensable (through multiple tiers and under any terms) license to use, reproduce, prepare derivative works of, display, perform, and distribute Contributions and any derivative work created based on a Contribution. If your license grant is ineffective for any reason, you and your Affiliates irrevocably waive and covenant to not assert any claim you may have against us, our successors in interest, and any of our direct or indirect licensees and customers, arising out of our or their use, reproduction, preparation of derivative works, display, performance, sublicensing, and distribution of a Contribution or any derivative work created based on a Contribution.
- c. **License to You.** Subject to the terms of the Agreement, we hereby grant to you a non-exclusive, perpetual, worldwide, transferable, fully-paid, royalty-free, and sublicensable (through multiple tiers) license under the

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4. **Your Representations and Warranties.** By Submitting a Contribution, you represent and warrant that: (a) You have the legal authority to enter into this Agreement; (b) each Contribution you Submit is an original work and You or your Affiliates own the Transferred Rights and You can legally grant the rights set out in this Agreement without violation of or conflict with the rights of any other party; (c) the Contribution does not, and any exercise of the rights granted by you do not and will not, infringe any third party's intellectual property or other right; and (d) you are not aware of any actual or pending claims, suits, or actions pertaining to the Contribution. You will notify us immediately if you become aware or have reason to believe that any of your representations and warranties is or becomes inaccurate.
5. **Intellectual Property.** Except for the assignment and licenses set forth in this Agreement, this Agreement does not transfer any right, title or interest in any intellectual property right of either party to the other. If you choose to provide us with suggestions, ideas for improvement, recommendations or other feedback, on any Work then you do so on a non-confidential basis (regardless of any statement to the contrary in any accompanying communication, and we may use and exploit your feedback without any restriction, attribution, or payment.
6. **Miscellaneous.** Massachusetts law governs this Agreement, excluding any applicable conflict of laws rules or principles, and the parties agree to the exclusive jurisdiction of the courts in Boston, Massachusetts. This Agreement does not create a partnership, agency relationship, or joint venture between the parties. We may assign this Agreement, in whole or in part, and any of the rights and licenses granted herein without notice or restriction. If any provision of this Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to give effect to the parties' intention and the remaining provisions will not be affected. The parties may amend this Agreement only in a written amendment signed by both parties. This Agreement comprises the parties' entire agreement relating to the subject matter of this Agreement.

Agreed and accepted on my behalf and on behalf of my organization:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_