

## CyberArk Service Availability Service Level Agreement

This Service Availability Service Level Agreement (“**SLA**”) is incorporated into and subject to the CyberArk SaaS Terms of Service (the “**SaaS Terms**”). Unless otherwise provided herein, all capitalized terms will have the meaning specified in the SaaS Terms. CyberArk reserves the right to change the terms of this SLA from time to time.

**Availability Commitment.** CyberArk shall use commercially reasonable efforts to make the SaaS Product (excluding any locally installed agents or connectors) (the “**Service**”) available at an Uptime Percentage as set forth in Annex 1 (the “**Availability Commitment**”). As used herein, “**Uptime Percentage**” means the total number of minutes in a calendar month minus the number of minutes of Unavailability (excluding Unavailability associated with any SLA Exclusion) incurred in a calendar month, divided by the total number of minutes in a calendar month. “**Unavailable**” and “**Unavailability**” are defined per SaaS Product, as set forth in Annex 1. The Availability Commitment of each Service is measured independently.

**Service Credits.** In the event CyberArk does not meet the Availability Commitment, Customer shall be eligible to receive a credit (“**Service Credit**”). Service Credits are calculated as a percentage of the pro-rated monthly subscription fee paid to CyberArk for the affected SaaS Product for the Subscription Term in which the Unavailability occurred, and based on the actual Uptime Percentage, as detailed in Annex 1. The receipt of a Service Credit is CyberArk’s sole liability and Customer’s exclusive remedy for CyberArk’s failure to meet the Availability Commitment.

**Credit Request.** In order to receive a Service Credit, Customer must submit a request that reasonably details the claimed Unavailability, by opening a ticket in CyberArk Customer Portal, within fourteen (14) days following the end of the calendar month in which the Unavailability occurred. CyberArk shall review the request, and if it confirms, acting reasonably and in good faith, that the actual Uptime Percentage of the Service referenced in the request did not meet the Availability Commitment, CyberArk will provide Customer with a Service Credit, applicable against future fees payable by Customer. In the event that Customer does not renew its then-current Subscription Term of the applicable SaaS Product and has no outstanding payments due to CyberArk, then Customer shall be entitled to receive a refund of the Service Credit. A Service Credit may not be transferred to other CyberArk customers.

**SLA Exclusions.** The Availability Commitment does not apply to any Unavailability arising from (i) factors outside of CyberArk’s reasonable control, including but not limited to, any force majeure event, Internet access, electrical disruptions; (ii) Customer’s network, on-premise environment and related components (including, access to Customer’s hosted encryption keys, operating systems, software and platforms); (iii) any equipment, software or other technology other than those within CyberArk’s direct and sole control; (iv) connectivity issues due to any firewall, censorship infrastructure, internet monitoring tool, or internet filter utilized, operated or otherwise deployed by the Customer or any third party, including but not limited to, any government agency, regulatory body or statutory body; (v) necessary risk mitigation actions undertaken in response to external threats (such as DDOS attack attempts); (vi) use of the SaaS Product in violation of the SaaS Terms or Documentation; (vii) CyberArk’s suspension and/or termination of Customer’s right to use the SaaS Product in accordance with the SaaS Terms; or (viii) any Service Maintenance (collectively, “**SLA Exclusions**”). As used herein, “**Service Maintenance**” means (i) routine weekly maintenance performed by CyberArk on Sundays during 3:30am-6:00am Eastern Time (EST or EDT, as appropriate) and for any Customer whose tenant is hosted on a data center located in the Asia-Pacific & Japan region, from Sunday 10:00pm to Monday 12:30am SGT; (ii) other system upgrades and enhancements performed if announced in product, on the SaaS Product’s status page, the Service customer portal or via email, at least two days in advance; or (iii) emergency maintenance outside of the routine or pre-scheduled maintenance window that is reasonably required to apply patches or fixes, or to undertake other urgent maintenance activities. CyberArk will make reasonable efforts to limit the Service Maintenance window to the minimum possible to avoid disruption to the Service.

## Annex 1

### Uptime Percentage per SaaS Product

SaaS Product	Uptime Percentage
All SaaS Products available as of the date hereof, except as specifically mentioned in this table	99.9%
Privilege Cloud Remote Access Secure Infrastructure Access Endpoint Privilege Manager Cloud Entitlements Manager Secure Cloud Access	99.95%
Identity	99.99%

### Service Credit Percentage Calculation per Product Uptime Percentage

Product Uptime Percentage	Actual Uptime Percentage	Service Credit Percentage of Monthly Subscription Fees
99.9%	Less than 99.9% but equal to or greater than 95%	10%
	Less than 95%	20%
99.95%	Less than 99.95% but equal to or greater than 95%	10%
	Less than 95%	20%
99.99%	Less than 99.99% but equal to or greater than 96%	10%
	Less than 96%	20%

### Definition of “Unavailable” / “Unavailability” per SaaS Product

SaaS Product	Definition of “Unavailable” / “Unavailability”
All SaaS Products available as of the date hereof, except as specifically mentioned in this table	Customer’s inability to log in to the Service
Conjur Cloud	Customer’s inability to retrieve a secret originated from the Service, from both the Service and its self-hosted components that are designed to retrieve secrets, by either human or non-human users
Remote Access	Customer’s CyberArk Remote Access portal is not available for authentication
Secrets Hub	The inability to perform a sync operation for a defined and active sync policy.