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5. **Ownership.** Nothing in this Agreement shall be construed as granting to You any rights by license or otherwise, express or implied, to or in any of CyberArk's patents, unpatented inventions or other intellectual property.
6. **Injunctive Relief.** The parties acknowledge and agree that a breach of this Agreement will cause CyberArk irreparable damage for which recovery of money damages alone would be inadequate. CyberArk will be entitled to obtain injunctive relief to protect and enforce its rights hereunder without the need to prove damages, post a bond or other undertaking, in addition to any and all remedies available at law.
7. **Cheating.** You represent, warrant, and covenant that all information submitted by you in completing the Exam, including Exam answers and registration information, is entirely Your own. You will neither: (i) provide nor accept improper assistance; nor (ii) use unauthorized materials in attempting to satisfy Exam requirements. CyberArk reserves the right to terminate this Agreement for cause and revoke your Exam certification designation upon written notice to you (sent to your last known mailing or email address) in the event of (a) Your breach of this Agreement which remains uncured for 30 days following notice of the breach by CyberArk; or (b) CyberArk's determination, in its sole discretion, that you have breached this Section 7.
8. **Severability.** If a court of competent jurisdiction declares any provision of the Master Agreement to be invalid, unlawful or unenforceable as drafted, the Parties intend that such provision be amended and construed in a manner designed to effectuate the purposes of the provision to the fullest extent permitted by law. If such provision cannot be so amended and construed, it shall be severed, and the

remaining provisions shall remain unimpaired and in full force and effect to the fullest extent permitted by law.

9. **Survival.** Sections that survive termination or expiration of this Agreement include without limitation those related to limitation of liability and confidentiality, which by their nature are intended to survive.
10. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of Massachusetts, not including its law of conflicts of laws. You irrevocably consent to the exclusive jurisdiction of the courts of Boston, Massachusetts over any action, suit or proceeding arising hereunder.