



CYBERARK®

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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: _____