



License Agreement

THE TERMS OF THIS LICENSE SUPERSEDE IN THEIR ENTIRETY ANY CONFLICTING TERMS OF ANY LICENSE AGREEMENT WHICH ACCOMPANIES THE SOFTWARE, AS APPLICABLE, BASED ON THE SOFTWARE KEY THE GSA CUSTOMER HAS BEEN ASSIGNED (THE "SOFTWARE").

1. Grant of License. Varonis Systems, Inc. ("Licensor") grants the Ordering Activity under GSA Schedule contracts ("the GSA Customer") a limited, , non-exclusive, nontransferable, non-sublicensable license to (i) use the Software as provided herein, during the Evaluation Period (as defined below), solely for the trial and evaluation of the Software (a "Temporary License"), and/or (ii) subject to the full payment of the applicable license fee, to use the Software, in executable form only, internally (the " License") solely during the term set forth in Section 5 below. The GSA Customer may not make any commercial use of the Software, nor grant any third party any right to use the Software, whether or not for any consideration. This License Agreement allows the GSA Customer to run and use the Software on the GSA Customer's internal network, subject to the number of users (i) limited by the software key provided to the GSA Customer by the Licensor, if a Temporary License is granted to the GSA Customer, or (ii) indicated in the GSA Customer Purchase Order pursuant to which a License is granted to the GSA Customer. For the purpose of this Agreement, with respect to each Software, a "user" shall include any account that is monitored by such Software during the term of the License.

2. Other Rights and Limitations. The GSA Customer may not, and may not permit or aid others to, translate, reverse engineer, decompile, disassemble, update, modify, reproduce, duplicate, copy, distribute, place the Software onto a server so that it is accessible by third parties via a public network or otherwise disseminate all or any part of the Software, or extract source code from the object code of the Software. The GSA Customer may not publish or make available to the public, without Licensor's prior written approval, its impressions, evaluations, notes or recommendations from the use of the Temporary License. The Software is licensed as a single product. The GSA Customer may not separate its component parts for use on more than one computer or for any other purpose. The GSA Customer may not assign, sublicense, transfer, pledge, lease, rent, or share the GSA Customer's rights under this Agreement. Any data processed, shared, transferred or otherwise used by the GSA Customer, including any of its users, is the GSA Customer's sole responsibility. The GSA Customer must comply with applicable federal data protection laws and regulations. The GSA Customer must verify that no unauthorized users have access to its data. THE GSA CUSTOMER SOLELY, IS RESPONSIBLE TO BACK UP ITS DATA. Under no circumstances will Licensor be liable for any inaccuracy, loss of or damages to the GSA Customer's data used by it including any of its users by means of the Software.

3. Proprietary Rights; Confidentiality. The GSA Customer acknowledges and agrees that the Software is a proprietary product of Licensor, protected under copyright laws and international treaties. The GSA Customer further acknowledges and agrees that all right, title and interest in and to the Software, including associated intellectual property rights, are and shall remain with Licensor. All intellectual property rights (including, without limitation, copyrights, trade secrets, trademarks, etc.) evidenced by or embodied in and/or attached/connected/related to the Software, including any revisions, corrections, modifications, enhancements, updates and/or upgrades thereof (to the extent provided by Licensor) are and shall be owned solely by Licensor. This Agreement does not convey to the GSA Customer any interest in or to the Software, except for a limited right of use as set forth herein, terminable in accordance with the Federal Acquisition Regulation (the "FAR"), the GSA Schedule Contract and/or any applicable GSA Customer Purchase Orders. The GSA Customer will maintain all copies of the Software and all related documentation in confidence, and in a manner that the Software and all related documentation are not publicly accessible, and that only those that need access to Software shall be able to access it. When the end user is an instrumentality of the U.S. Government, neither this EULA nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Agreement to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bonafide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement. Licensor recognizes that Federal agencies are subject to the Freedom of



Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as “confidential” by the vendor.

4. License Fees. In consideration of the License, the GSA Customer shall pay the applicable license fees in accordance with the GSA Schedule Pricelist.

5. Term and Termination. The Temporary License shall be effective upon delivery of the Software, and shall continue until the lapse of thirty (30) days from the delivery day (or such longer period as approved in writing by the Licensor), unless terminated earlier as set forth in the FAR, the underlying GSA Schedule Contract, and/or any GSA Customer Purchase Orders (the "Evaluation Period"). Depending on the type of License purchased, the License shall be valid: (i) in perpetuity, if a perpetual license is purchased, or (ii) during the subscription period indicated on the relevant purchase order, if a term license is purchased, unless the License (whether term or perpetual) is: (a) terminated by Licensor in accordance with the Contract Disputes Act (if and as applicable) due to a breach by the GSA Customer of any term hereof, or (b) terminated by Licensor in accordance with the FAR, the underlying GSA Schedule Contract, and/or any GSA Customer Purchase Orders. When the end user is an instrumentality of the US Government, recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract disputes clause (Contract Disputes Act). During any dispute under the disputes clause, Varonis shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract and comply with any decision of the Contracting Officer.

6. Limited Warranty. With respect to the Temporary License, no warranties are provided by the Licensor in connection with the Software. With respect to the License, Licensor warrants, for the GSA Customer’s benefit only, that the media on which the Software is provided will be free from defects in material and workmanship under normal use for a period of twelve (12) months from the date on which a License was granted to the GSA Customer. Licensor does not warrant that the Software shall be error free or that it shall meet the GSA Customer’s requirements. This limited warranty is void if failure of the Software has resulted from accident, abuse, unauthorized use or misapplication. LICENSOR WARRANTS THAT THE SOFTWARE WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SOFTWARE WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE MEDIA AND THE SOFTWARE ARE LICENSED "AS IS", AND LICENSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY AND NON-INFRINGEMENT.

7. Maintenance and Support. Following the Evaluation Period, and in connection with Software granted a License, the GSA Customer may purchase maintenance and support services pursuant to the execution of a new GSA Customer Purchase Order. The use and installation of any updates, upgrades, patches or other software the GSA Customer may receive or purchase from Licensor or its resellers in connection with the GSA Customer’s use of the Software, shall also be subject to and governed by the terms of this Agreement and the terms of Licensor’s Support Principles attached hereto as Exhibit A.

8. Limitation of Liability. Notwithstanding anything herein to the contrary, Licensor's cumulative liability to the GSA for any loss, cost or damage resulting from any claims, demands, or actions arising out of or relating to this License Agreement, the Temporary License and/or the License shall not exceed the total Purchase Order price, including license fees actually paid to Licensor hereunder, if any. In no event shall Licensor be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Licensor has been advised of the possibility of such damages. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor’s negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.



9. Qualifications and Limitations Basis of Bargain. The limited warranty, exclusive remedies and limited liability provisions set forth herein are fundamental elements of this License Agreement and the license granted hereunder, and the GSA Customer accepts and confirms that Licensor would not be able to provide the Software on an economic basis without such limitations. The foregoing exclusions/limitations of liability shall not apply (1) to personal injury or death caused by Varonis' negligence; (2) for fraud; or (3) for express remedies under law or the contract; or (4) for any other matter for which liability cannot be excluded by law.

10. U.S.-Related Special Provisions. The GSA Customer agrees that the Software is not being or will not be shipped, transferred or re-exported, directly or indirectly, into any country prohibited by the United States Export Administration Act and the regulations thereunder, nor will it be used for any purposes prohibited by such Act. If any part of the Software is acquired by or on behalf of a unit or agency of the U.S. Government, the Government agrees that the Software and all related documentation are "commercial computer software" or "commercial computer software documentation" and that, absent a written agreement to the contrary, the Government's rights with respect to the Software and the related documentation are limited by the terms of this Agreement, pursuant to FAR 12.212(a), FAR 52.227-14 "Rights in Data" (MAY 2014) and/or DFARS 252.227. 7015 "Technical Data-Commercial Items"(Jun. 2013), as applicable.

11. Governing Law and Jurisdiction; Litigation Costs. This Agreement shall be construed and governed in accordance with Federal the laws of the United States of America without reference to conflict of laws, and dispute resolution shall take place in a forum, and within the time period, prescribed by applicable federal law. No equitable or injunctive relief, and no shifting of legal fees or costs, may be sought against the GSA Customer except as, and then only to the extent, specifically authorized by applicable federal statute.

12. Auto-updates & Environment Settings survey. The following functionality shall automatically be available to the GSA Customer with the Software: (i) if the GSA Customer purchases software subscription services, and subject to Government Information Security Requirements, including but not limited to those imposed by the Federal Information Security Management Act (FISMA), Licensor will regularly download and install software fixes and improvements to the installed DatAdvantage® environment. This includes only database scripts and does not compromise the data collected at the GSA Customer's environment. Use of the software fixes and improvements shall be subject to the terms of this Agreement; and (ii) if the GSA Customer purchases support services, subject to Government information security requirements, Licensor will monitor and collect general information about the GSA Customer's installed Software environment. This includes general information (the number of probes, shadows, file servers, folders, users and permissions that are monitored), as well as health status (database sizes, jobs and status of executables). This information can be used by Licensor's support engineers to improve the service if a problem arises, or to contact the customer proactively to prevent problems. Note that the GSA Customer may choose not to activate these functions by manually selecting "I Refuse" during the installation process.

13. Miscellaneous. Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof. This Agreement, together with the underlying GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Orders represents the entire agreement concerning the program between the GSA Customer and Licensor and it supersedes any prior proposal, representation, or understanding between the parties. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order. The GSA Customer may not assign this Agreement to any third party without the prior written consent of Licensor. Assignment by Varonis is subject to FAR 52.232-23 "Assignment of Claims" (Jan. 1986) and FAR subpart 42.12 "Novation and Change-of-Name Agreements" (Sep. 2013). The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.



14. Third Party Software. The Software contains software provided by third parties. The restrictions contained in this Agreement shall apply to all such third party software providers and third party software as if they were Licensor's and the Software, respectively. In addition, the Software may contain software provided by Oracle, Inc. Such software is subject to the provisions in Exhibit B hereto, in addition to those contained in this Agreement.



Exhibit A

Varonis Support Principles

Varonis Support Principles

Throughout the Support Services term (the period for which applicable Support Services fees have been paid), Varonis Systems ("Varonis") provides standard Support Services to customers using our North America and EMEA support centers during our standard operation hours. Our support offers and standard operating goals are outlined below.

Support Services Goal:

Varonis Technical Support is intended to make our customers' use of our software products (the "Software") successful by assisting with troubleshooting and helping to resolve specific issues resulting from the use of Varonis products on supported platforms. Customers may be required to perform reasonable troubleshooting tasks as recommended by Varonis' support staff.

Support Offerings:

During the Support Services term, Standard Support includes:

- Product updates and upgrades (if and when available)
- Web based, Email and phone support for installation and general use questions
- Access to Varonis' Support Portal, Knowledgebase and Customer Community
 - Create, update and manage your support cases online
 - Unlimited Knowledge Base access
 - Unlimited access to technical documents
- Use of Varonis' dedicated toll-free number (<https://www.varonis.com/services/support>)
- Two named contacts

Response Times: Response times are dependent upon the level of Support Services the customer has purchased and the severity of the case. Varonis' ability to provide support will depend, in some cases, on the ability of the customer to provide accurate and detailed information and to aid in handling a support request or error report.

Relief Goals: Relief Goals describe the target time period for Varonis to provide a temporary resolution of an issue. Varonis reserves the right to request a customer to download an Update (as defined below) or to upgrade to the Current Version (as defined below) in order to resolve a known problem or a technical issue.

Escalation Procedures:

Varonis' escalation procedures raise the visibility of your most important issues internally. Varonis may, at its discretion, pass any issue into the escalation process. Our normal escalation process includes evaluating the severity level of the issue. Our goal is to solve issues in a timely manner taking into consideration the severity of the issue.

In general, if you are not satisfied with a response from the Technical Support staff, you may request that the issue be escalated to a Support Team Lead or to the Director of Technical Support. Once an issue has been escalated, Varonis Technical Support will coordinate internal and customer resources in gathering relevant data required to identify and solve the issue. Varonis expects our customers to provide adequate resources and the requested data to assist in resolution of the issue.



Response Time

Severity Level	Description	Contact Method	Response Time	Relief Goals
Severity 1	A down situation where core components of the Software are non-operational and there is no known work-around.	Notify Support via portal, phone or email	Standard: up to 4 hours, during the regional operation hours.	Standard = 7 days
Severity 2	A major component of the Software is not functioning and no work-around is available, but the Software still supports core functionality.	Notify Support via portal, phone or email	Standard: up to 6 hours, during the regional operation hours.	Standard = 14 days
Severity 3	A minor component of the Software is not functioning and any other case where a Software feature is not operating as documented.	Notify Support via portal, phone or email	Standard: 24 hours, during the regional operation hours.	Shall be repaired within a reasonable time

To qualify for the above response times, customers are required to cooperate with the Varonis Technical Support team in providing reproducible results for errors reported.

Hours of Operation:

North America: Monday–Friday, 09:00-21:00 EST, for a list of observed holidays click [here](#)

EMEA: Monday–Friday, 09:00-21:00 CET, for a list of observed holidays click [here](#)

APAC: Monday–Friday, 09:00-21:00 China Standard Time

Each customer may choose only one of the time zones identified above for the Support Services. Such time zone shall dictate the hours of support provided by Varonis for all Software licensed by the customer.

Contact Support: <http://www.varonis.com/services/support/>

General Support Information:

Technical Support for supported products is available via a variety of contact methods, including the Varonis Knowledge Base, Support Portal, email and phone during scheduled support hours, for current Software versions and during the support term purchased by a customer. Providing technical support does not imply that Varonis will make changes to the Software.

The following items are **NOT** supported:

- Operating systems and third-party applications
- Alterations or revisions to the Software made by the customer or third parties
- Use of the Software in a manner other than as authorized in the applicable license agreement
- Use of any Software that has been announced as End of Life
- Escalations from personnel other than the named contacts
- Continued support for issues which Varonis has provided corrections not implemented by the customer or data requested from the customer but not provided
- Free Varonis software products and tools
- Any migration services
- Issues of performance when the environment does not meet Varonis' sizing recommendations as provided to Customer, or as set forth in the Software documentation

Supported Versions

Varonis will provide Support Services under these principles only for the most current generally available Version (as defined below) of the Software (the "**Current Version**") and the Version immediately preceding the Current Version of the Software (the "**Previous Version**"). Notwithstanding the aforesaid, for a period of three (3) months from the release date of the Current Version of the Software, Varonis will provide Support Services to the version of the Software which is immediately preceding the Previous Version, at such level as determined by Varonis in its sole discretion.

"**Version**" shall mean a subsequent release of a Software or associated Documentation (the user documentation made generally available by Varonis to customers in connection with the Software) denoted by a change in the Software's release number. "Versions" do not include new functionality, features or modules offered by Varonis as separate or additional products or components or add-ons by Varonis.

Supported Users

Varonis will provide Support Services under these principles with respect to the number of users for which the Customer duly purchased the Support Services. Upon any renewal of the Support Services, Customer shall be required to renew the Support Services for the then current number of users using the Software (the "Supported



Number of Users"). Varonis shall be entitled, at any time, to run an audit check (including through running a script) in order to verify the Supported Number of Users. If the audit reveals any underpayments by Customer of any fees payable for the Support Services, Customer shall: (a) promptly pay the outstanding amounts, plus interest from the due date at a rate governed by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315. The foregoing is without derogating from any other right or remedy Licensor may have under these principles or applicable law.

Software Subscription

Provision of Updates. Varonis shall make available to Customers Updates of the Software, if and when Varonis makes such Updates generally available to its other customers then covered by Software Subscription. "Updates" shall mean new Versions, modifications, Work Around (a technically reasonably feasible change in the operating procedure of the Software whereby the adverse effects of the Error on the normal operation of the Software are reasonably minimized), upgrades, patches, error-correction, releases hotfixes, service packs, feature packs, which are designed and released by Varonis to optimize and/or repair the operation of the Software or the Documentation, if and when generally made generally available by Varonis to its customers. Updates shall not include any new functionality, features or modules offered by Varonis as separate or additional products, components or add-ons.

All Updates and upgrades are subject to the terms and conditions of the customer's license agreement.

Reinstatement

In the event Customer elects not to renew Support Services following the conclusion of the applicable Support Services term, Customer may later request Varonis to reinstate Support Services. In such event, Customer shall pay Varonis a Support Services reinstatement fee equal to the cumulative standard Support Services fees applicable for the Support Services terms during which Support Services lapsed, in addition to the Support Services fees for the then-current Support Services period.

Customer Obligation

Customer Cooperation. Customer will cooperate with Varonis with regard to the provision of any Support Services, including, without limitation, by providing as much detail as available about reported Errors and taking all such reasonable measures requested by Varonis in order to detect and provide further information with respect to each Error. Customer shall ensure the readiness of its hardware, computerized systems, environment and personnel operating the Software and shall ensure the appropriate conditions so as to enable Varonis to comply with its undertakings hereunder, including, without limitation: (i) enabling Varonis to remotely access the Software; (ii) ensuring the availability of Customer's personnel required for the operation of the Software; (iii) providing Varonis and its representatives with Customer's accompany and on-demand consent, a remote control access to the servers where the Software is installed.

Access. If requested by Varonis, Customer shall grant Varonis such access to its information, premises and hardware as may be necessary or appropriate for Varonis to perform the Support Services.

Customer Contacts. Customer shall ensure that its contacts authorized to receive the Support Services are fully knowledgeable regarding the Software and its underlying technologies and are capable of receiving remote instructions from Varonis and performing activities reasonably required by a computerized system operator.

Varonis Support Plans, Services and Offerings

Varonis reserves the right to alter its Technical Support Plans, Services and Offerings without prior notice. Varonis has no obligation to provide the Support Services in the event Varonis is not paid for such Support Services.

Varonis DatAnywhere

Notwithstanding anything herein to the contrary, starting February 28, 2019, Support Services for DatAnywhere will be limited. Varonis will use its best efforts to resolve a known problem or a technical issue within a reasonable time. New updates and upgrades will not be released and new platforms (such as new versions of IOS, Android, Windows, etc.) will not be supported. Support Services for DatAnywhere will no longer be available after February 28, 2020.

WARNING; DISCLAIMER; AND LIMITATION OF LIABILITY

VARONIS UNDERTAKES TO PROVIDE THE SUPPORT SERVICES IN A TIMELY AND PROFESSIONAL MANNER. EXCEPT FOR THE ABOVE UNDERTAKING, VARONIS PROVIDES NO WARRANTY, EXPRESS OR OTHERWISE, WITH RESPECT TO THE SUPPORT SERVICES, AND VARONIS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

VARONIS' LIABILITY HEREUNDER FOR ANY DAMAGES WHICH CUSTOMER MAY SUFFER SHALL IN NO EVENT EXCEED THE AMOUNT OF THE MOST RECENT ANNUAL SUPPORT FEE PAID BY CUSTOMER TO VARONIS OR ITS AUTHORIZED RESELLER.

IN NO EVENT WILL VARONIS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING FOR ANY LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF VARONIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1)



PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.



Exhibit B

Additional Provisions Applicable to Oracle, Inc. Software for Government Entity

1. The software provided by Oracle, Inc. (the "Oracle Software") may only be used by the legal entity that executed the Agreement. Notwithstanding the preceding sentence, the Oracle Software may be used by the parent company of such legal entity, and the parent company's majority owned subsidiaries, provided that: (a) each of such entities agrees in writing to be bound by the terms of the Agreement, and (b) the legal entity that executed the Agreement shall be responsible for any breach of the Agreement by any such entity.
2. The Oracle Software may only be used in accordance with the scope of Section 1 of the Agreement, including the license definitions and rules set forth in the Oracle Software documentation, and only for your internal business operations. To the extent you are permitted to do so under the Agreement, you may allow agents or contractors (including, without limitation, outsourcers) to use the Oracle Software on your behalf for your internal business operations as described above, subject to the terms of the Agreement. In any such case, you shall be responsible for your agent's, contractor's, outsourcer's, customer's and supplier's use of the Oracle Software and their compliance with the Agreement.
3. Ancillary programs specified in the Oracle Software documentation may only be used for the purposes of installing or operating the Oracle Software with which the ancillary programs are delivered.
4. Oracle, Inc. or its licensor retains all ownership and intellectual property rights to the Oracle Software.
5. The Oracle Software is subject to a restricted license and can only be used in conjunction with the Software.
6. Third party technology that may be appropriate or necessary for use with some Oracle Software as specified in the applicable documentation or as otherwise notified by Licensor and such third party technology is licensed to you only for use with the Oracle Software under the terms of the third party license agreement specified in the applicable documentation or as otherwise notified by Licensor and not under the terms of the Agreement.
7. The Oracle Software is not specifically designed, manufactured or intended for use as parts, components or assemblies for the planning, construction, maintenance or operation of a nuclear facility and may not be used for these purposes.
8. You may not (a) transfer the Oracle Software except for temporary transfer in the event of computer malfunction; (b) assign, give or transfer the Oracle Software and/or any services related thereto or an interest in them to another individual or entity; (c) use the Oracle Software for rental, timesharing, subscription service, hosting, or outsourcing; (d) remove or modify any Oracle Software markings or any notice of Oracle's or its licensors' proprietary rights; (e) make the Oracle Software available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted under the Agreement); (f) reverse engineer (unless required by law for interoperability), disassemble or decompile the Oracle Software (the foregoing prohibition includes, but is not limited to, review of data structures or similar materials produced by the Oracle Software) or duplicate the Oracle Software except for a sufficient number of copies of each Oracle Software for your licensed use and one copy of each Oracle Software media.
9. Any additional programs that Oracle may include with the Oracle Software ordered may be used by you only for



trial, non-production purposes only. You may not use such additional programs included with an order to provide training or attend training provided by Licensor or a third party on the content and/or functionality of such programs. You have 30 days from the delivery date to evaluate the additional programs, subject to the terms of the Agreement. If you decide to use any additional programs after the 30 day trial period, you must obtain a license for such programs from Licensor. If you decide not to obtain a license for the additional programs after the 30 day trial period, you will cease using and will delete any such programs from your computer systems. Additional programs included with an order are provided "as is," and Oracle does not provide technical support or offer any warranties for these programs.

10. Technical support, if ordered from Oracle, is provided under Oracle's technical support policies in effect at the time the services are provided and that Oracle's technical support policies can be accessed at <http://oracle.com/contracts>. You acknowledge that Oracle's technical support policies are incorporated into the Agreement by reference. If you decide not to purchase technical support on the date hereof, then you will be required to pay reinstatement fees equal to the amount that would have been paid to bring the support fees to the time of service.
11. Any third party firms retained by you to provide computer consulting services are independent of Oracle and are not Oracle's agents, and Oracle is not liable for nor bound by any acts of any such third party firm.
12. Some Oracle Software may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of the Agreement.
13. Licensor disclaims, to the extent permitted by applicable law, Oracle's liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the programs. Varonis shall remain liable in accordance with the terms of this license agreement.
14. Upon the termination of the Agreement, you shall discontinue use and destroy or return to Licensor all copies of the Oracle Software and related documentation.
15. You may not publish any results of benchmark tests run on the Oracle Software.
16. You shall comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the Oracle Software, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
17. In accordance with Government security requirements and not more than once a year, Licensor may audit your use of the Oracle Software. You will provide reasonable assistance and access to information in the course of such audit. Licensor may report the audit results to Oracle or assign its right to audit your use of the Oracle Software to Oracle. Licensor and Oracle shall not be responsible for any costs incurred by you in cooperating with the audit.
18. You hereby confirm that you have not relied on the future availability of any hardware, programs or updates in entering into the Agreement; however, (a) if you order technical support from Oracle, the preceding sentence does not relieve Oracle of its obligation to provide updates under such order, if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any Oracle Software licensed under the Agreement, per the terms of the Agreement.
19. Non-material terms of this Exhibit B are subject to change at Oracle's discretion upon 30 days' notice.



SUBSCRIPTION SERVICES AGREEMENT

This Subscription Services Agreement (this “**Agreement**”) is entered into on the date set forth in the Order by and between **Varonis Systems, Inc.**, a Delaware corporation, having its principal place of business at 1250 Broadway, 29th floor, New York, NY 10001 and its subsidiaries and affiliates (“**Varonis**”) and Ordering Activity under GSA Schedule contracts identified in the Order (“**Subscriber**”).

WHEREAS Varonis holds proprietary rights of certain Subscription Services and **WHEREAS**, subject to the terms of this Agreement, Varonis agrees to grant Subscriber a limited right to access and use the Subscription Services and provide Subscriber with certain Services in connection with the Subscription Services; **NOW, THEREFORE**, in consideration of the conditions contained herein, the parties, intending to be legally bound, agree as follows:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

<hr/>	Varonis Systems, Inc.
By:	By:
Title:	Title:
Date:	Date:

Approved by Varonis Legal
Signature: _____
Name: _____

TERMS AND CONDITIONS

1. DEFINITIONS. Any capitalized terms used in this Agreement that are not otherwise defined shall have the meaning as set forth below:

1.1 **“Additional Services”** means services which are supplemental or ancillary to Subscriber’s use of the Subscription Services as may be offered by Varonis to Subscriber from time to time, including without limitation, professional services, penetration testing services and forensic services.

1.2 **“Affiliate”** means any entity which directly or indirectly controls, is controlled by or is under common control with the subject entity, where “control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.3 **“Authorized Usage”** means the usage metric(s) and factor(s) identified in the applicable Purchase Confirmation. Authorized Usage may include, among other metrics and factors, the number of individuals who have an account(s) on the systems and/or environments monitored by the Subscription Services (the **“Authorized User(s)”**), and/or the data and events tracked and/or monitored by the Subscription Services (the **“Monitored Data”**).

1.4 **“Client Program”** means the object code form of the service application made available to Subscriber to be installed on Subscriber’s computing device/environment and used solely in connection with the Subscription Services.

1.5 **“Documentation”** means Varonis’ product documentation detailing the operation and use of the Subscription Services, as generally made available to Varonis’ subscribers, and as updated from time to time by Varonis.

1.6 **“Fees”** has the meaning ascribed thereto in Section 8.1 hereof.

1.7 **“Intellectual Property Rights”** means all intangible legal rights, titles and interests including without limitation, all inventions,

patents, patent applications, trademarks, service marks, trade dress, logos, trade names, and corporate names, domain names, any work of authorship, copyrights, trade secrets, Proprietary Information (as defined below), and all other proprietary rights in whatever form or medium, in each case, on a worldwide basis; together with all revisions, extensions, reexaminations translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith.

1.8 **“Purchase Confirmation”** means the purchase confirmation issued by Varonis to Subscriber from time to time (each, a **“Purchase Confirmation”**) which lists the products and services to be provided by Varonis. Each Purchase Confirmation, and the products and services included therein, shall be subject to the terms of this Agreement.

1.9 **“Services”** means Support Services and Additional Services.

1.10 **“Subscriber Data”** means electronic data about Authorized Users’ activity and Subscriber’s applications that is collected and processed in or through the use of the Subscription Services by Subscriber.

1.11 **“Subscription Services”** means Varonis’ web-based cloud solution that is offered on a software-as-a-service basis. For the purpose of this Agreement, the Client Program, and any Updates thereto (as defined in the SLA), shall be considered an integral part of the Subscription Services.

1.12 **“Support Services”** means the provision of Updates and technical support by Varonis pursuant to its SLA as further detailed in Section 3.

1.13 **“Term”** has the meaning ascribed thereto in Section 9.1 hereof.

2. SUBSCRIPTION SERVICES.

2.1 Subject to the terms and conditions of this Agreement, including the Subscriber's payment of all applicable Fees when due, Varonis grants Subscriber a non-exclusive, non-transferrable, non-sublicensable and limited license to access and use the Subscription Services during the subscription period set forth in the applicable Purchase Confirmation. The Subscription Services may be accessed solely for Subscriber's internal business purposes, in accordance with the Documentation, and for the Authorized Usage purchased by Subscriber, all as set forth in the applicable Purchase Confirmation.

2.2 Subject to the terms and conditions of this Agreement, including Subscriber's payment of all applicable Fees when due, Varonis grants Subscriber a non-exclusive, nontransferable, non-sublicensable, limited license, to: (a) install the Client Program solely in Subscriber's computing device/environment; and (b) during the subscription period set forth in the applicable Purchase Confirmation, use the Client Program solely as required for using the Subscription Services in accordance with this Agreement.

3. SUPPORT AND ADDITIONAL SERVICES.

3.1 Varonis shall provide Subscriber with Support Services in connection with the Subscription Services, all subject to the terms of this Agreement and Varonis' standard support principles, as may be updated by Varonis from time to time ("**SLA**"), provided that any such update shall not adversely and materially affect Subscriber's rights.

3.2 Varonis may provide Subscriber, from time to time, with certain Additional Services. Unless otherwise acknowledged or agreed by the parties on a case-by-case basis, all Additional Services shall be subject to the terms and conditions of this Agreement.

4. RESTRICTIONS AND RESPONSIBILITIES.

4.1 Subscriber shall not (and shall not permit others to) do any of the following with

respect to the Subscription Services: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, lend, distribute, time share, operate as a service bureau, or otherwise make any of the Subscription Services available for access by third parties; (ii) conduct any security scanning and/or penetration testing or use the Subscription Services in any way which is not in accordance with their intended usage, and/or in a way which may affect other subscribers and their use of the Subscription Services or the service integrity or availability; (iii) make any commercial use of the Subscription Services or grant any third party any right to use the Subscription Services, whether or not for any consideration; Subscriber shall not access or use the Subscription Services for developing or operating products or services intended to be offered to third parties; (iv) disassemble, reverse engineer, decompile, or otherwise attempt to derive the source code, algorithms or technology included in the Subscription Services; (v) copy, create derivative works based on, or otherwise modify the Subscription Services; (vi) remove or modify a copyright, trademark, logo or other proprietary rights notice or brand labeling in the Subscription Services; (vii) publish or release any benchmarking or performance data, or comparative study or analysis, applicable to the Subscription Services; (viii) circumvent, disable or otherwise interfere with security-related or access-related features of the Subscription Services; (ix) represent that it possesses any proprietary interest in the Subscription Services; or (x) directly or indirectly, take any action to contest Varonis' Intellectual Property Rights in the Subscription Services or infringe them in any way. Subscriber represents, covenants, and warrants that Subscriber will use the Subscription Services solely in compliance with this Agreement, the Documentation and all applicable laws and regulations.

4.2 Subscriber shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect, access to or otherwise use the Subscription Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, and web

servers (collectively, "**Equipment**"). Subscriber shall also be responsible for maintaining the security of the Equipment, Subscriber's account(s), password(s) (including but not limited to administrative and user passwords) and files, and for all uses of Subscriber's account or the Equipment. Under no circumstances shall Varonis be liable for any Equipment and/or services used by Subscriber to connect, access or otherwise use the Subscription Services.

4.3 Subscriber is solely responsible for all activity occurring in and through the Subscription Services by the Subscriber and its Authorized Users and for each of the Authorized Users' compliance with this Agreement. Subscriber shall use its best efforts to prevent unauthorized access to, or use of, the Subscription Services and will notify Varonis immediately, and in any event within 48 hours, in case of any unauthorized use of any password or account or any other known or suspected breach of security or privacy rights.

4.4 Subscriber acknowledges that the provision of the Subscription Services and the Services according to the terms of this Agreement requires, and is contingent upon, the Subscriber's full compliance with the requirements of this Agreement and the documents referred to in this Agreement.

4.5 Subscriber shall be solely responsible for ensuring that its use of the Subscription Services complies with all applicable laws (including, all privacy laws), rules, and regulations.

4.6 Subscriber acknowledges that the Subscription Services are subject to the U.S. Export Administration Regulations. Subscriber further agrees that it will comply with all financial sanctions and export control laws, regulations, and orders administered by the U.S. Government and/or, to the extent consistent with U.S. antiboycott law, comparable controls imposed by other governments having jurisdiction over activities under this Agreement (collectively, "Trade Control Laws") to assure that the Subscription Services are not exported, re-exported, transferred, installed or accessed,

directly or indirectly, in violation of such Trade Control Laws. Subscriber warrants that neither Subscriber nor any party/ies that individually or in the aggregate own 50% or more of the Subscriber, nor, to the best of Subscriber's knowledge, any party authorized by Subscriber to use the Subscription Services, is subject to financial sanctions or other restriction on receipt of goods or services imposed by applicable Trade Control Laws (collectively, "**Restricted Parties**") and agrees that it shall be deemed a material breach if Subscriber violates Trade Control Laws in connection with activity under this Agreement, or becomes a Restricted Party, or otherwise becomes subject to applicable restrictions under Trade Control Laws, whether such restrictions apply to Subscriber or to the region in which Subscriber is located, including any restrictions that result in a requirement not to use License Exception ENC and to instead obtain an export license or similar government authorization to supply Subscriber with products or services]. Notwithstanding Section 9.2, a breach by Subscriber of this Section shall entitle Varonis to terminate (as with respect to specific Subscriber/ Ordering Activity under GSA Schedule) the Agreement and any rights granted hereunder immediately, without prior notice to Subscriber.

5. **Reserved.**

6. **CONFIDENTIALITY.**

6.1 During the Term, each party may be provided with certain non-public technical, financial, proprietary, confidential or trade secret information or data of the other party, which given the totality of the circumstances, a reasonable person or entity should have reason to believe is proprietary, confidential, or competitive (the "**Confidential Information**"). Without limitation from the generality of the above said, Confidential Information shall include sensitive information, including without limitation, any information identified as confidential, Information about the Subscription Services, the Client Program, Documentation, roadmap, information related to Varonis' business, products, internal practices and any proprietary or sensitive information of Varonis (together, regardless of the manner in which it is furnished, the "**Confidential Information**"). Confidential Information shall exclude any information that the receiving party can

demonstrate by clear and convincing evidence (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) was in the rightful possession or known by the receiving party prior to disclosure by the disclosing party; (iii) receiving party rightfully obtained, without restrictions, from a third party who has the right to transfer or disclose it, without default or breach of this Agreement and/or any other confidentiality obligations; or (iv) the receiving party has independently developed, without breach of this Agreement or any use of or reference to the disclosing party's Confidential Information.

6.2 The receiving party agrees: (a) not to disclose the disclosing party's Confidential Information to any third parties other than to its controlled affiliates and their directors, officers, employees, advisors or consultants (collectively, the "**Representatives**") on a strict "need to know" basis only, and provided that such Representatives are bound by written agreements to comply with the confidentiality obligations as protective as those contained herein; (b) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; (c) to keep the disclosing party's Confidential Information confidential using at least the same degree of care it uses to protect its own confidential information, which shall in no event be less than a reasonable degree of care. The receiving party shall remain liable at all times for any breach of this Section by any of its Representatives.

6.3 Notwithstanding the foregoing, if any Confidential Information is required to be disclosed by law, order of a court or by an administrative body, to the extent legally permissible, the Receiving Party shall Disclosing Party of such required disclosure notify the promptly and in writing and shall reasonably cooperate with the disclosing party, at the disclosing party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure and it efforts to seek a protective order or other appropriate relief. The parties recognize that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by a party. The

Subscriber shall use all reasonable measures to avoid or object disclosing and shall, to the extent legally permissible, notify Varonis of request for information and cooperate in it efforts to object the disclosure

.
6.4 The parties' obligations with respect to Confidential Information shall expire five years following termination or expiration of this Agreement unless a longer period of protection applies under applicable law.

7. PROPRIETARY RIGHTS; PRIVACY.

7.1 Varonis owns and will retain all right, title and interest, including all Intellectual Property Rights, in and to the Subscription Services, the Services, and the Documentation. This Agreement does not convey to the Subscriber any interest or right in or to the Subscription Services, Services or Documentation.

7.2 Subscriber, or its licensors, own and retain all right, title and interest in and to the Subscriber Data. Subscriber hereby grants to Varonis a worldwide, non-exclusive, royalty-free, fully paid-up license during the Term (and, if applicable, the retrieval period as identified in Varonis' Privacy Policy), to use the Subscriber Data as reasonably necessary for Varonis to perform its rights and obligations under this Agreement.

7.3 Subscriber hereby grants to Varonis a worldwide, perpetual, irrevocable, royalty-free, fully paid-up license to use any questions, comments, suggestions, ideas, feedback to the extent provided by Subscriber in connection with the Subscription Services or the Services ("**Feedback**") for any business purpose determined by Varonis, including for incorporating the Feedback into Varonis' products and services. Varonis acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

7.4 Subscriber Data is held and retained by Varonis in accordance with Varonis' Privacy Policy attached hereto as Exhibit A. If Varonis Processes any Personal Data (as defined in the DPA) made available by Subscriber in connection with the Subscription Services, the terms of the Data Processing

Addendum attached hereto as Exhibit B ("**DPA**") will apply to any such Personal Data and the DPA shall be considered an integral part of this Agreement.

8. PAYMENT OF FEES.

8.1 Subscriber will pay Varonis or its authorized reseller (the "**Reseller**") the fees for the Subscription Services and Services, if applicable, in accordance with the payment terms set forth herein (the "**Fees**").

8.2 Fees for the Subscription Services will be charged annually in advance. Fees for Additional Services, if any, will be invoiced upfront, or as otherwise set forth in a statement of work signed between the parties. Varonis reserves the right to update the Fees at the end of each Subscription Services period in accordance with the then current Varonis-GSA Schedule Pricelist (as specified in the Purchase Confirmation). All payments are final and non-refundable.

8.3 Full payment for invoices issued at any given time must be paid by Subscriber or the Reseller on a net 30 basis or, if necessary to comply with applicable financial sanctions imposed by the U.S. or other government authority with jurisdiction over the transaction, such other payment terms as agreed by the parties to comply with such laws. Unpaid amounts are subject to a late payment charge at the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

8.4

Varonis shall state separately on invoices taxes, , levies, duties or other similar federal, state, local or non US government assessments of any nature, included but not limited to, sales, value added, withholding, digital economy, or technical service tax assessable by any jurisdiction, excluding any tax based on Varonis' net income, property or employment (collectively, "**Taxes**"), excluded from the fees, and the Customer agrees either to pay the amount of Taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

8.5 All payments shall be made in U.S. dollars unless otherwise agreed by Varonis in writing.

8.6 The address listed by the Subscriber in this Agreement (the "**Subscriber's Address**") shall be presumed to be the place from which, and in which, the Subscriber shall receive any services under this Agreement. If Varonis identifies a potential over usage based on the Subscriber's then current usage patterns, Varonis may notify the Subscriber and the parties shall work in good faith in an effort to address such matter and avoid the occurrence of such over usage. If, however, Subscriber's use of the Subscription Services exceeds the Authorized Usage for which the Subscription Services were purchased by the Subscriber as set forth in the applicable Purchase Confirmation (the "**Over Usage**"), Subscriber, whether directly or through the Reseller, shall be billed for the Over Usage and Subscriber agrees to pay the additional Fees promptly; such revised Fees shall be applicable for the remainder of the then current Subscription Services period.

8.7 Upon reasonable notice to Subscriber, not more than once per year, Varonis shall have the right to perform, and Subscriber agrees to reasonably cooperate and assist Varonis or any of its representative with, an audit, review or investigation (the "**Audit**") that relates to (i) Subscriber's compliance with applicable laws and regulations; (ii) any amounts payable by the

Subscriber and/or due to Varonis. In connection with an Audit, Subscriber will deliver to Varonis all relevant records, information and documents reasonably requested by Varonis, and any such information shall be deemed as Subscriber's Proprietary Information. Subscriber will immediately rectify non-compliance discovered in the Audit as requested by Varonis. If an Audit reveals Over Usage, Subscriber shall promptly pay Varonis any outstanding amounts to reflect Subscriber's actual usage, plus interest from the due date at a rate equal to the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. The foregoing is without derogating from any other right or remedy Varonis may have under this Agreement and/or under any applicable law.

9. TERM AND TERMINATION.

9.1 This Agreement shall remain in effect unless terminated in accordance with the terms hereof (the "**Term**"). The Subscription Services and the Services shall remain in effect for the period(s) specified in the relevant Purchase Confirmation(s).

9.2 .

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Varonis shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Upon termination or expiration of this Agreement: (i) Subscriber shall immediately cease using the Subscription Services; and (ii) any outstanding Fees (including for committed future periods as set forth in the Purchase Confirmation) shall become immediately due and payable.

9.3 In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in this Agreement,

Varonis reserves the right to suspend the Subscription Services and/or Services if: (a) Subscriber (or the Reseller, if applicable) is overdue on a payment, (b) Varonis deems such suspension necessary as a result of Subscriber's breach of Sections 2.1 and/or 4, (c) Varonis reasonably determines that such suspension is necessary to avoid material harm to Varonis or its other subscribers, including without limitation, if the Subscription Services are experiencing denial of service attacks, mail flooding, or other attacks or disruptions beyond Varonis' control, or (d) such suspension is required by law or at the request of governmental entities having jurisdiction.

9.4 All sections of this Agreement which by their nature are intended to survive termination or expiration of the Agreement, including, without limitation, accrued rights to payment, and Sections 1, 4, 5, 6, 7, 8, 9, 10.2, 11, 12 and 13 will survive termination or expiration of this Agreement.

10. WARRANTIES AND DISCLAIMER.

10.1 Each party represents and warrants that: (i) this Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms of this Agreement, and (ii) its execution and delivery of this Agreement and its performance hereunder will not violate any applicable law, rule or regulation. Varonis warrants that subscription period set forth in the applicable Purchase Confirmation, the Subscription Services will conform in all material respects to the Documentation. Varonis' sole liability and Subscriber's exclusive remedy for any breach of this performance warranty shall be to

remedy or replace any such non-conformance in accordance with the SLA. Varonis further represents and warrants that the Services will be performed by Varonis in a professional and workmanlike manner. The foregoing warranty will not apply if the non-conformance was caused by (i) use of the Subscription Services other than in accordance with the Documentation and this Agreement, including, without limitation, any accident and/or abuse, (ii) the Subscriber's failure to properly maintain the Subscription Services in accordance with the instructions provided by Varonis, (iii) modifications to the Subscription Services by Subscriber or any third-party, or (iv) third-party hardware, software, or services used in connection with the Subscription Services, including the Equipment.

10.2 EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT, VARONIS DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICES OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, THAT ALL ERRORS WILL BE CORRECTED OR THAT THEY SHALL MEET THE SUBSCRIBER'S REQUIREMENTS; NOR DOES VARONIS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SUBSCRIPTION SERVICES OR THE SERVICES. THE SUBSCRIPTION SERVICES ARE NOT INTENDED TO BE USED AS A STORAGE, BACKUP OR ARCHIVING SERVICE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SUBSCRIPTION SERVICES AND THE SERVICES ARE PROVIDED "AS IS" AND VARONIS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11. LIMITATION OF LIABILITY

11.1 NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ANY INDIRECT,

INCIDENTAL, EXEMPLARY OR PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF BUSINESS OR REVENUE, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION AND LOST PROFITS; OR (B) FOR ANY AMOUNTS THAT EXCEED THE FEES RECEIVED BY VARONIS FOR THE SUBSCRIPTION SERVICES DURING THE 12 MONTHS PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM, IN EACH CASE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH JURISDICTIONS, THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY. THE FOREGOING LIMITATION OF LIABILITY SHALL

11.2 The limitations set forth above will not apply with respect to damages occasioned by: (A) the willful misconduct or fraud of a party; (B) personal injury or death resulting from a party's gross negligence; (C) matter for which liability cannot be excluded by law.; or (C) Subscriber's breach of its obligations under Sections 4.1 or 4.6.

12. EVALUATION

Varonis may, at its sole discretion, grant Subscriber a limited right to: (i) access the Subscription Services or a part thereof, and/or (ii) use new features, functionalities, platforms, modules or services developed by Varonis, if presented as part of "private preview" and/or "beta" versions, as further detailed in the SLA, in each case, for trial and evaluation purposes (the "**Evaluation Subscription**") and for a period to be determined by Varonis (the "**Evaluation Period**"). Varonis may extend the Evaluation Period at its sole discretion. Any such Evaluation Subscription will be: (i) on an as-is basis, without warranties of any kind, including without any obligation to provide Services to Subscriber, (ii) without any liability whatsoever, and (iii) except as set forth in this Section 12, subject to the terms of this Agreement. Upon the termination or expiration of the Evaluation Period, Subscriber will cease using the Evaluation Subscription to which Subscriber was granted access. Subscriber hereby agrees to

receive communications from Varonis for promotional and support purposes during the Evaluation Period and thereafter.

13. MISCELLANEOUS

13.1 **Publicity.** Varonis may refer to Subscriber as a customer of Varonis and include Subscriber's name, including, without limitation, as part of its public filings, and/or in marketing materials (including in a list of its customers) and/or on Varonis' web site, subject to Subscriber's prior written approval to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71. Neither party may issue any press release regarding this Agreement without the other party's prior written consent nor use the name or logo of the other party.

13.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

13.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Subscriber except with Varonis' prior written consent, which shall not be unreasonably withheld or delayed.

13.4 **No Agency.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Subscriber does not have any authority of any kind to bind Varonis in any respect whatsoever.

13.5 **Notices.** All notices given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered, if delivered by messenger during normal business hours of the recipient; when sent, if transmitted by email transmission (receipt confirmed and with a confirmation copy sent by post) during normal business hours of the recipient; or on the third business day following posting, if posted by international air mail. Notices to Varonis shall be

sent to: 1250 Broadway, 29th floor, New York, NY 10001, USA; Attn: Varonis Legal Department, varonis@legal.com. Notices to you shall be sent to the Subscriber's Address.

13.6 **Third Party Software.** The Subscription Services may contain software provided by third parties. The restrictions contained in this Agreement shall apply to all such third-party software providers and third party software as if they were Varonis' and the Subscription Services, respectively. In addition, some of the Subscription Services may contain software provided by Oracle, Inc. ("**Oracle**"). Such Subscription Services are subject to Oracle provisions attached hereto in addition to those provisions contained in this Agreement.

13.7 **Law and Jurisdiction.** All disputes arising out of, or relating to, this Agreement shall be governed and construed in accordance with the Federal law of the United States. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are expressly excluded from this Agreement.

13.8 **Force Majeure.** Excusable delays shall be governed by GSA Schedule Contract Clause 552.212-4(f)

13.9 **High Risk and Restricted Data Activities.** The Subscription Services are not fault-tolerant and are not designed, manufactured or intended for use or resale (i) as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Subscription Services could lead directly to death, personal injury, or severe physical or environmental damage or (ii) for containing or processing health, financial or other similar restricted or sensitive data that is regulated under law, including but not limited to, HIPAA (Health Insurance Portability and Accountability Act), GLBA (Gramm-Leach-Bliley Act) or similar federal or state data security statutes (collectively, “**High Risk and Restricted Data Activities**”). Varonis and its suppliers specifically disclaim any express or implied warranties of fitness for High Risk and Restricted Data Activities.

13.10 **Data Backup.** Although Varonis performs routine backups of its subscribers’ data, Subscriber is solely responsible for all data that Subscriber has transferred to Varonis or the Subscription Services (including Subscriber Data) or that relates to any activity Subscriber has undertaken using the Subscription Services. Subscriber agrees that Varonis shall have no liability to Subscriber for any loss or corruption of any such data.

13.11 **U.S. Federal Government End User Provisions.** If any part of the Subscription Services is acquired by or on behalf of a unit or agency of the U.S. Government (a “**US Governmental Entity**”), such US Governmental Entity agrees that

the Subscription Services and all related Documentation are “commercial computer software” or “commercial computer software documentation” and that, absent a written agreement to the contrary, the US Governmental Entity’s rights with respect to the Subscription Services and the related Documentation are governed by the terms of this Agreement, pursuant to FAR §12.212(a) and/or DFARS §227.7202-1(a), as applicable. **Amendments.** This Agreement may not be amended except by a written agreement signed by authorized representatives of both parties.

13.12 **Entire Agreement.** This Agreement, including all documents referred to herein, represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written and oral understandings between the parties, including any interim agreements executed by the parties and including any non-disclosure agreement(s) entered by the parties.

13.13 **Consent to Conduct Business Electronically.** The parties understand and agree that, notwithstanding anything herein to the contrary, their electronic signature (including, without limitation, by typing their name at the end of an email confirming agreement, acceptance or consent) manifests their consent to be bound by all terms and conditions set forth in this Agreement.

13.14 **Reseller Orders.** Subscriber may procure the Subscription Services and the Services directly from a Reseller pursuant to a separate agreement with Reseller that includes the Reseller order form and other terms (a “**Reseller Arrangement**”). Varonis will be under no obligation to provide the Subscription Services and the Services to Subscriber as a result of a Reseller Arrangement if Varonis has not received a purchase order from such Reseller. Subscriber acknowledges that Reseller is not authorized to make any changes to this Agreement or otherwise provide any warranties, representations, promises or commitments on behalf of Varonis or in any

way concerning the Subscription Services or the Services. If Subscriber procured the Subscription Services and/or Services through a Reseller Arrangement, then Subscriber agrees that Varonis may share certain Subscriber Data with Reseller in relation to Subscriber's Authorized Usage of the Subscription Services and the Services.