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. <u>Grant of License.</u> Varonis Systems, Inc. ("Licensor") grants 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 "Permanent 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 Permanent License is granted to the GSA Customer. For the purpose of this Agreement, with respect to each Software Product a "user" shall include any user that has access or may potentially have access (whether authorized or unauthorized) during the term of the Permanent License to any of the data resources monitored by such Software Product.

2. <u>Other Rights and Limitations.</u> 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. <u>Proprietary Rights; Confidentiality.</u> 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 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.

4. <u>License Fees.</u> In consideration of the Permanent License, the GSA Customer shall pay the applicable license fees.

5. <u>Term and Termination.</u> 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"). The Permanent License shall be perpetual, unless 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. <u>Limited Warranty</u>. With respect to the Temporary License, no warranties are provided by the Licensor in connection with the Software. With respect to the Permanent 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 Permanent 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. 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. <u>Maintenance and Support</u>. Following the Evaluation Period, and in connection with Software granted a Permanent 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. <u>Limitation of Liability</u>. Notwithstanding anything herein to the contrary, Licensor's cumulative liability to the GSA Customer or any third party 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 Permanent License shall not exceed the 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.

9. <u>Qualifications and Limitations Basis of Bargain</u>. 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>U.S.-Related Special Provisions</u>. 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" (Dec. 2007) and/or DFARS 252.227. 7015 "Technical Data Commercial Items" (Jun. 2013), as applicable.

11. <u>Governing Law and Jurisdiction; Litigation Costs</u>. This Agreement shall be construed and governed in accordance with 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. <u>Auto-updates & Environment Settings survey</u>. 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. <u>Miscellaneous</u>. 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.

Agreed and Accepted:

Varonis Systems, Inc.   The GSA Customer

By: By:

Title: Title:

Date: Date:

Exhibit A

Varonis Support Principles

1. <u>Support Services</u>

    1.1.   <u>Support Services</u>. Throughout the Support Services term, Varonis will make available to the GSA Customer the following Support Services in respect of the Software (for which the Customer duly purchased a license from Varonis) (collectively "Support Services"):

        1.1.1.   Software Subscription under Section 2 below;

        1.1.2.   Error verification and classification under Section 3 below;

        1.1.3.   Correction of Errors under Section 5 below;

        1.1.4.   Consultation and advice per telephone and email under Section 6 below;

    1.2.   <u>Supported Versions</u>. Varonis will provide Support Services under this Agreement only for the most current generally available Version of the Software (the "Most Current Version") and the Version immediately preceding the Most Current Version of the Software (the "Previous Version"). Notwithstanding the aforesaid, for a period of three (3) months as of the release of the Most Current Version of the Software, Varonis will provide support services to the Version of the Software which is immediately preceding the Most Current Version of the Software, in such level determined by Varonis at 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.

    1.3.   <u>Supported Users</u>. Varonis will provide Support Services under this Agreement with respect to the number of users for which the GSA Customer duly purchased the Support Services. Upon any renewal of the Support Services, the GSA Customer shall be required to renew the Support Services for the higher of (i) the initial number of users indicated in the purchase order pursuant to which the Software was purchased or (ii) the number of users indicated in Varonis' records, if such number is higher than the number in subsection (i), following an increase in the number of users under the license of the Software pursuant to the purchase of additional license(s) by the GSA Customer (the "Registered Number of Users"). In the event that the GSA Customer renews the Support Services for a number of users which is less than the Registered Number of Users (the "New 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 actual number of users applicable to the Software. In the event that any such audit reveals that the actual number of users applicable to the Software is higher than the New Number of Users, Varonis will provide immediate notice to the GSA Customer of the alleged

deficiency and may invoice the GSA Customer for the number of licenses required to bring it into compliance under this Agreement.

2.   Software Subscription.

    2.1.   Provision of Updates. Varonis shall make available to the GSA Customer, Updates of the Software, if and when Varonis makes such Updates generally available to its other customers then covered by the Software Subscription.

              Updates shall mean new Versions, updates, modifications, Work Arounds (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-corrections, 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 ("Additional Products").

    2.2.   Ability to Purchase Additional Products. Varonis shall make available to the GSA Customer, pursuant to the execution of a new GSA Customer Purchase Order, any Additional Products if and when Varonis generally offers such Additional Products to its other customers.

    2.3.   Notifications. Varonis shall not be responsible to provide a notice on any Updates or Additional Products available.

3.   Error Verification and Classification

    3.1.   Reporting of Error(s): An Error by Customer shall be reported in writing to Varonis by electronic mail. Each Error Report ("ER") shall state one Error and shall contain the following information:

- A suggested Error Severity Level among one of the classes set out below;
- A description of the command(s) and procedures that reveal the Error;
- A description of the hardware and operating environment;
- Specification of Version of the Software in question;
- A short description of the Error;
- Examples of input;
- The resulting output;
- The expected output;
- Any special circumstances surrounding the discovery of the Error.

    3.2.   Classification and Verification: For each ER received, Varonis shall:

        3.2.1.   Confirm receipt of the ER by electronic mail within no later than 30 minutes.

3.2.2.   Analyze the ER, verify the existence of the Error(s) and classify the Error, at its sole and exclusive discretion, in one of the Error Severity Levels set forth below, if any:

Severity 1	Severity 2	Severity 3	Severity 4
A down situation where the Software is non-operational and there is no known work-around.	A major function of the Software is unusable and no work-around is available, but the Software still supports some production functionality.	The Software is functional, but provides incorrect results or is not operating in accordance with the Specifications. Also includes Errors with a major function of the software for which there is a known work-around.	All other problems with the Software other than those falling within the categories above.
With errors of this severity level, the Software may: • Repeatedly fail catastrophically; • Require repeated reboots of the system; • Impact any system connected to or monitored by the Software.	With Errors of this severity level, the Software may: • Be usable, but incomplete; • Fail catastrophically; • Require reboot of the system; • Suffer severe degraded performance (throughput/ response).	With Errors of this severity level, the product may: • Have major errors in results returned; • Require use of a Work Around to address issue.	With errors of this severity level, the Software may: • Have minor errors in results returned; • Operate in a manner inconsistent with technical Specifications.

"Error" shall mean a reproducible failure in the Software resulting in one of the Error Severity Levels above, causing the Software not to operate in accordance with the Specifications (the published functionality and performance specifications for the Software appearing in the Documentation). Notwithstanding the foregoing, "Error" shall not include any failure caused: (i) by the use or operation of the Software with any other hardware, software or programming languages or in an environment other than that intended or recommended by Varonis, (ii) by any bug, defect, error or malfunction in the Equipment or any hardware or software used with the Software or any other failure of the Equipment, such hardware or software to conform to their published specifications, (iii) due to modifications, alterations and repairs to the Software not made by Varonis or on its behalf, or (iv) due to misuse, accident or improper installation, support or maintenance

4.   Technical Support Response Time

Severity Level	Response Time	Additional Info
Severity 1	4 hours during Varonis business hours	For additional info see section 5.1.1
Severity 2	6 hours during Varonis business hours	For additional info see section 5.1.2
Severity 3	Next business day during Varonis business hours	For additional info see section 5.1.3
Severity 4	Next business day during Varonis business hours	For additional info see section 5.1.4

5.   <u>Error Correction</u>.

5.1.   <u>Method of Correction</u>. Following receipt of Customer's "ER", Varonis and Customer will first attempt to resolve the problem over the phone or via email or other electronic means. If such remote attempts are unsuccessful, Varonis shall use commercially reasonable efforts to Correct Errors as follows:

5.1.1.   For Errors classified by Varonis as Severity 1 Level Errors, Varonis shall immediately commence commercially reasonable efforts to create a Work Around within 7 days, and a subsequent final solution as soon as possible. Varonis shall constantly keep Customer informed of the progress of the Error Correction work.

5.1.2.   For Errors classified by Varonis as Severity 2 Level Errors, Varonis shall immediately commence commercially reasonable efforts to create a Work Around within fourteen (14) days, and a subsequent final solution which as soon as possible. Varonis shall until completion of the Work Around, inform Customer of the progress of the Error Correction work at least once every three days.

5.1.3.   For Errors classified by Varonis as Severity 3 Level Errors, Varonis shall commence commercially reasonable efforts to create a Work Around within fourteen (14) days, and a subsequent final solution at a reasonable time thereafter. Varonis shall until completion of the temporary solution, inform Customer of the progress of the Error Correction work at least once a week.

5.1.4.   Correction of Errors classified by Varonis as Severity 4 Level Errors, if any, shall be repaired within a reasonable time taking into account Varonis' then current workload and planning.

5.2.   <u>Location</u>. Any Error Correction shall be carried out by Varonis from Varonis' offices only and in no way will Varonis' be obligated to provide any on-site support or visit or be present in Customer's premises or in any other location.

"Error Correction(s)" shall mean any modification, repair or replacement of the Software to remedy an adverse effect of such Error on the operation of the Software

6. <u>Provision of Telephone and Email Support</u>. Varonis shall use commercially reasonable efforts, to supply during 9AM through 5PM (EST ("Business Hours") on Business Days (Monday through Friday, not including federal holidays), consultation and advice to Customer, directly over the telephone or by Email. Answers will be given to questions regarding the use of the Software and its installation, configuration and Documentation. Furthermore, general advice regarding submitted ER's shall be given.

7. <u>Customer Obligations</u>

7.1. <u>Cooperation.</u> Customer will cooperate with Varonis regarding 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 Equipment (hardware situated at the Premises on which the Software is installed and operated), computerized systems, environment and personnel to the operation of the Software, and shall ensure the appropriate conditions required to enable Varonis to comply with its undertakings hereunder, including without limitation: (i) to enable Varonis to remotely access the Software, subject to the GSA Customer's security requirements; (ii) ensure the availability of Customer's personnel required for the operation of the Software; (iii) comply with Varonis' reasonable administrative requirements; and (iv) provide Varonis or its representatives, subject to the GSA Customer's security requirements, remote control access to the server where the Software is installed.

7.2. <u>Access</u>. If requested by Varonis, subject to the GSA Customer's security requirements, the GSA Customer shall grant Varonis such access to the information, to the premises, and to the Equipment as may be necessary or appropriate for Varonis to perform its Support Services. Varonis shall not responsible to any failure to provide Support Services due to GSA Customer's refusal to grant Varonis access reasonably required by Varonis to provide the Support Services.

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

7.4. <u>Installation of Updates</u>. Customer shall install any and all Updates of the Software within a reasonable time following the date in which they become available.

8. <u>Warranty; Disclaimer; Limitation of Liability</u>.

8.1. 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.

8.2. 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. 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 (INCLUDING NEGLIGENCE), EVEN IF VARONIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSION/LIMITATION OF LIABILITY SHALL NOT APPLY (1) TO PERSONAL INJURY OR DEATH CAUSED BY VARONIS' NEGLIGENCE; (2) FOR FRAUD; (3) FOR EXPRESS REMEDIES UNDER LAW OR THE CONTRACT; OR (4) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

9. Contacting Varonis Technical Support

Two primary customer contacts may be designated for contacting Varonis technical support. All issues must be reported through these designated contacts.

9.1. Email

Customers may submit support issues via email to support@varonis.com any time. *Email is only monitored during Varonis Business Hours as defined above.*

Guidelines for interacting with the email generated from Vaornis ticketing and tracking system:

9.1.1. Customer should choose appropriate subject lines to describe its question or issue.

9.1.2. Customer should send in separate email, each individual question or issue it may have, to allow for tracking separately.

9.1.3. If Customer copies additional individuals on the *first* email message to Varonis, those individuals will be added to the ticket in a "cc" list, and will receive emails from the tracking system each time the ticket is updated. If Customer would like to add additional individuals once the ticket has been

opened, Customer should reply to the auto-generated email and ask Varonis to add such individuals.

9.1.4. Customer should be aware that Varonis cannot accept any file attachments that are executables, scripts or DLLs. Customer should send Varonis images by inserting them into a Word document. If Customer needs to send Varonis any of the above file types, please contact Varonis technical support to coordinate transfer of the data.

9.1.5. The maximum file size for attachments is 5 MB. If Customer needs to send Varonis larger files, please compress them into several archives and send each one separately or contact Varonis support to coordinate the data transfer.

9.1.6. All email will be converted to text. Customer should not rely on color/fonts to call Varonis' attention to answers.

9.2. Phone

Customers may submit support issues via phone to the Varonis support line. The applicable phone numbers are at http://www.varonis.com/services/support/index.html. The support line is monitored by a messaging service. When contacting the support line, please provide the representative a detailed message and a Varonis support representative will return the call.

9.3. Support Web Site

Customers may submit support issues via the Varonis support web site at http://support.varonis.com. Tickets that were submitted via the web will be handled and tracked as tickets that were submitted by email.

10. The Support Services provided by Varonis pursuant to the principles herein do not and shall not cover any migration services or tools provided by Varonis, if any, and do not and shall not include any training services of any kind whatsoever.