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

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"). 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. <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 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. <u>Maintenance and Support</u>. 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. <u>Limitation of Liability</u>. 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. <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" (MAY 2014) 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 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. <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.

14. <u>Third Party Software</u>. 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.

GSA Approved 27-May-20

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 that 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.