Master License and Services Agreement

IMPORTANT - READ CAREFULLY THE TERMS AND CONDITIONS OF THIS MASTER LICENSE AND SERVICES AGREEMENT (THIS "AGREEMENT") BEFORE USING THE SOFTWARE (AS DEFINED BELOW). THE SOFTWARE IS COPYRIGHTED AND LICENSED (NOT SOLD). CLICKING 'AGREE', USING THE SOFTWARE KEY ASSOCIATED TO THE SOFTWARE, OR USING THE SOFTWARE, AS APPLICABLE, INDICATES YOUR ACCEPTANCE OF THE TERMS SET FORTH BELOW AND CREATES A LEGAL AGREEMENT BETWEEN YOU AND VARONIS SYSTEMS, INC. ("LICENSOR"). IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU HAVE NO RIGHT TO USE THE SOFTWARE. FOR THE PURPOSES OF THIS AGREEMENT, "YOU" SHALL MEAN THE ENTITY WHICH HAS OBTAINED THE SOFTWARE KEY ASSOCIATED TO THE SOFTWARE, AS SHOWN IN LICENSOR'S RECORDS.

WHEREAS, Licensor holds proprietary rights of a certain Software, and **WHEREAS**, subject to the terms of this Agreement, Licensor agrees to grant you a license to use the Software and provide you with certain support and maintenance services ,as well as other related services, in connection with the Software; and **WHEREAS**, you wish to purchase a license to use the Software and such support and maintenance services, directly or through an authorized reseller of Licensor (the "**Reseller**"), as applicable, all in accordance with the terms and conditions of this Agreement and purchase confirmation(s) issued by Licensor from time to time (each, a "**Purchase Confirmation**"); **NOW, THEREFORE**, in consideration of the conditions contained herein, the parties, intending to be legally bound, agree as follows:

1. **Grant of Term License**. Subject to the provisions of this Agreement, including the payment of the applicable license fee when due, Licensor hereby grants you a time limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Software (in executable form) internally on your internal network only (the "**Term License**"). You shall use the Software solely during the applicable license term and for such number of Users as set forth in the applicable Purchase Confirmation, all in accordance with the Software's technical documentation generally made available to Licensor's customers (the "**Documentation**"). Without derogating from the generality of the aforesaid, you 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. For the purpose of this Agreement, (i) the term "Software" means the product(s) set forth in the software key provided to you by Licensor from time to time, as shown

in Licensor's records and the accompanying user Documentation; and (ii) with respect to each Software, a "user" shall include any account that is monitored by such Software during the term of the Term License.

2. **Perpetual License**. Subject to the provisions of this Agreement, including the payment of the applicable license fee when due, License may have granted you a perpetual, non-exclusive, non-transferable, non-sublicensable license to use the Software internally on your internal network only, in executable form only, according to the number of users set forth in the applicable Purchase Confirmation (the "**Permanent License**"). You may purchase maintenance and support services in connection with the Permanent License for such number of Users set forth in the applicable Purchase Confirmation which included the Permanent License. Upon the renewal of the maintenance and support services, you are required to renew such services for the same number of Users as was originally purchased by you (the "**Initial Number of Users**"), unless agreed otherwise by Licensor. If you renew the maintenance and support services for a lower number of Users than the latest Initial Number of Users, the number of Users under your Permanent License shall automatically be reduced accordingly and shall be deemed the new "Initial Number of Users". In addition, in such case, you waive any claim you may have with respect to such decrease of Users or with respect to any request to re-increase the number of Users under the Permanent License to the original Initial Number of Users. Except as set forth in this Section, all other terms and conditions of this Agreement which apply to the Term License shall apply to the Permanent License, *mutatis mutandis*.

3. **Evaluation License**. Licensor may grant you a time limited, non-exclusive, non-transferable, non-sublicensable license to use the Software internally on your internal network only, during an evaluation period to be determined by Licensor in its sole discretion (the "**Evaluation Period**") solely for trial and evaluation purposes (the "**Evaluation License**"). Licensor may extend or terminate the Evaluation Period anytime at its sole discretion. Notwithstanding anything to the contrary in this Agreement, any such use by you of the Evaluation License and any support services or other Services provided to you by Licensor in connection therewith will be: (i) on an "as-is" basis, without warranties of any kind, including without any obligation to provide you support services or any other Services, and (ii) without any liability whatsoever. You may not publish or make available to the public, without Licensor's prior written approval, your impressions, evaluations, notes or recommendations from the use of the Evaluation License during the Evaluation Period. Except as set forth in this Section, all other terms and conditions of this Agreement which apply to the Term License shall apply to the Evaluation License, *mutatis mutandis*.

4. **Other Rights and Limitations**. You 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. You may not sell, assign, sublicense, transfer, pledge, lease, rent, or share your rights or obligations under this Agreement. Any data processed, shared, transferred or otherwise used by you, including any of your users, is your sole responsibility (including the back up of your data). Notwithstanding Section 8 below, a breach by you of this Section shall entitle Licensor to terminate the Agreement and any Term License hereunder immediately, without prior notice to you.

5. **<u>Proprietary Rights</u>**. You acknowledge and agree that the Software is a proprietary product of Licensor, protected under copyright laws and international treaties. You further acknowledge and agree that all rights, titles and interests in and to the Software and any derivatives thereof are and shall remain with Licensor. All Intellectual Property Rights evidenced by or embodied in or attached, connected or related to the Software and Documentation, including any revisions, corrections, modifications, enhancements, updates or upgrades thereof are and shall remain owned solely by Licensor. This Agreement does not convey to you any interest in or to the Software, except for a limited right of use as set forth herein, terminable in accordance with the terms of this Agreement. Nothing in this Agreement constitutes a waiver of Licensor's Intellectual Property Rights under any law. The Software shall collect certain metadata or usage data with respect to your use of the Software as further detailed in the Documentation. This information shall be exclusively owned by you and shall be used by Licensor solely for internal business purposes, including for improvement of the Software and the support services. You may choose not to activate this function by manually selecting "I Refuse" during the installation process. For the purpose of this Agreement, "**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, Confidential 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.

6. **<u>Confidentiality</u>**. During the term of this Agreement, each party may be provided with certain non-public 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 competitively (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,

the Software, Documentation, roadmap, information related to Licensor's business, products, internal practices and any proprietary or sensitive information of Licensor (together, regardless of the manner in which it is furnished, the "**Confidential Information**"). Confidential Information shall exclude any information that (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the disclosing party; (iii) receiving party rightfully obtains 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 can demonstrate in its records to have independently developed, without breach of this Agreement or any use of or reference to the disclosing party's Confidential Information. 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. Notwithstanding the foregoing, if the receiving party is required by legal process or any applicable law, rule or regulation, to disclose any of disclosing party's Confidential Information, then prior to such disclosure, the receiving party will give prompt written notice to the disclosing party so that it may seek a protective order or other appropriate relief. The receiving party agrees that the disclosing party, in addition to any other right or remedy that it may have available to it at law or in equity, will have the right to seek and obtain immediate injunctive relief in any court of competent jurisdiction to enforce obligations under this Section. 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. **Term License Fees**. In consideration of the Term License, you shall pay the applicable Term License fees to Licensor or the Reseller, as applicable. If you purchase the Software directly from Licensor, you shall pay and bear the burden of any governmental or local taxes separately stated in any invoice issued hereunder with respect to the provision of Software or services (including, but not limited to, sales tax, use tax, VAT, withholding tax (and gross up any

payments due to Licensor), digital economy tax, and technical service fee and excluding any tax based on Licensor's net income). All payments under this Agreement are non-refundable.

8. **Term and Termination**. This Agreement shall remain in effect unless terminated in accordance with the terms hereof. Each Term License shall be valid for the period set forth in the applicable Purchase Confirmation and shall be governed by the terms of this Agreement for as long as the applicable Term License is in effect, unless terminated by Licensor as set forth herein. Except as provided otherwise in this Agreement, Licensor may terminate this Agreement and/or the applicable Term License subject to a fourteen (14) days prior written notice to be sent by Licensor upon the breach by you of any term hereof. Any termination of this Agreement shall also terminate any Term License granted hereunder. Upon termination of this Agreement and/or a Term License for any reason, you agree to destroy and remove from all computers, hard drives, networks, and other storage media all copies of the Software and Documentation with respect to which the Term License was terminated and, at the request of Licensor, to so certify to Licensor that such actions have been performed within 10 days of Licensor's request. Sections 2, 4, 5, 6, 8, 9, 12, 13, 16, 17 and 19 of this Agreement shall survive any termination of this Agreement.

9. **Limited Warranty**. Subject to the payment of the fees for the applicable Term License (when due), Licensor warrants, for your benefit only, that for a period of three (3) months from the date on which a Term License was delivered to you by Licensor (the "**Warranty Period**") the Software shall operate materially in accordance with the Documentation. This limited warranty provided by Licensor during the Warranty Period shall not apply if (i) failure of the Software has resulted from accident, abuse, unauthorized use or misapplication; (ii) any modifications were made to the Software by you or any third party; (iii) the Software has not been properly installed, operated, repaired or maintained in accordance with the instructions supplied by Licensor; (iv) the Software was used on or in conjunction with hardware or software other than hardware and software with which the Software was designed to be used as described in the Documentation. In the event of a breach of this warranty by Licensor during the Warranty Period, Licensor's sole obligation and your sole remedy shall be, at Licensor's sole discretion, to replace or repair the Software or component thereof that does not meet the foregoing limited warranty, according to the terms of the SLA (as defined below), free of charge. Warranty claims should be made within the Warranty Period. Any replacement or repaired component will be warranted for the remainder of the original Warranty Period or for a period of 30 days, whichever is longer.

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS LICENSED AND ANY SERVICES RENDERED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS, AND LICENSOR HEREBY 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 OR NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE SHALL BE UNINTERRUPTED, THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR FREE OR THAT IT SHALL MEET YOUR REQUIREMENTS. NO LICENSOR'S DEALER, CHANNEL PARTNER, RESELLER, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS WARRANTY. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

FURTHER, THE RESELLER IS NOT AUTHORIZED TO MAKE ANY PROMISES OR COMMITMENTS ON LICENSOR'S BEHALF, AND LICENSOR SHALL NOT BE BOUND BY ANY OBLIGATIONS TO YOU OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT.

10. **Maintenance and Support**. Licensor shall provide you with support services in connection with the Software, all subject to the terms of this Agreement and Licensor's standard support principles ("**SLA**"). You hereby confirm and acknowledge that Licensor's performance of its obligations under this Agreement requires your cooperation, including as set forth in the SLA.

11. **Additional Services**. Licensor may provide you, from time to time, with certain services which are supplemental or ancillary to your use of the Software, including without limitation, professional services, onboarding services, penetration test services and forensic services ("**Services**"). Unless otherwise acknowledged or agreed by the parties, all Services shall be subject to the terms and conditions of this Agreement.

12. **Limitation of Liability**. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, LICENSOR'S CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOSS, COST OR DAMAGE RESULTING FROM OR IN CONNECTION WITH ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES OR THE TERM LICENSE SHALL NOT EXCEED THE LICENSE FEES OR SUPPORT FEES, AS APPLICABLE, ACTUALLY PAID TO LICENSOR DURING THE TWELVE (12) MONTHS' PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT OR OTHERWISE, SHALL LICENSOR OR ITS SUPPLIERS, RESELLERS OR AGENTS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, LOST PROFITS, LOSS OR CORRUPTION OF DATA OR INTERRUPTION OF USE OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND IN SUCH JURISDICTIONS, THESS LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

13. **Audit**. You agree that Licensor shall be entitled to monitor your use of the Software and generate accurate, complete and auditable records of your use of the Software. If at any time you become aware that you have used any Software in contravention of the conditions set forth in this Agreement, you shall promptly notify Licensor in writing of such use and pay any additional fees for the Software or features or functionality thereof actually used by you. Licensor reserves the right to audit your use of the Software, at Licensor's expense, to ensure compliance with the terms and conditions of this Agreement. All audits shall be conducted remotely from Licensor's site(s), during regular business hours and shall not unreasonably interfere with your business activities. You shall use your best efforts to cooperate with Licensor and its auditors in a timely manner. If the audit reveals any underpayments of any fees payable under this Agreement or use in contravention of the conditions set forth in this Agreement, you shall: (a) promptly pay the outstanding amounts, plus interest from the due date at a rate equal of the lesser of 1.5% per month (or part thereof) or the maximum legal rate permitted, to bring your use into compliance, and (b) reimburse Licensor for the cost of such audit. The foregoing is without derogating from any other right or remedy Licensor may have under this Agreement or law.

14. **Qualifications and Limitations Basis of Bargain**. The limited warranty, exclusive remedies and limited liability provisions set forth herein are fundamental elements of this Agreement and the Term License granted hereunder, and you accept and confirm that Licensor would not be able to provide the Software on an economic basis without such limitations.

15. **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, certain Software may contain software provided by Oracle, Inc. Such software is subject to specific Oracle provisions which can be found in https://help.varonis.com/s/terms-and-conditions in addition to those contained in this Agreement.

16. **Trade Compliance**. You acknowledge that the Software is subject to United States Financial Sanctions Regulations and the U.S. Export Administration Regulations. In connection with activity under this Agreement or the Term License, you agree to 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, with comparable controls imposed by other governments having jurisdiction over activities under this Agreement (collectively, "Trade Control Laws") to assure that the Software is not exported, re-exported, transferred, installed or accessed, directly or indirectly, in violation of such Trade Control Laws. You warrant that neither you nor any party/ies that individually or in the aggregate own 50% or more you, nor, to the best of your knowledge, any party authorized by you to use the Software, are subject to financial sanctions or other restriction on receipt of goods or services imposed by applicable Trade Control Laws (collectively, "Restricted Parties"), and agree that it

shall be deemed a material breach if you violate Trade Control Laws in connection with activity under this Agreement, or become a Restricted Party, or otherwise become subject to applicable restrictions under Trade Control Laws, whether such restrictions apply to you or to the region in which you are located including any restrictions that result in a requirement not to use License Exception ENC and instead obtain an export license or similar government authorization to supply you with products or services. You agree to reasonably cooperate and assist Varonis or any of its representatives with an audit, review, or investigation of your compliance with applicable laws and regulations as set forth in this Section. In connection with such review, audit or investigation, you will deliver to Varonis all relevant records, information and documents reasonably requested by Varonis and any such information shall be deemed your Confidential Information. Subscriber will immediately rectify non-compliance as requested by Varonis. The foregoing is without derogating from any other right or remedy Varonis might have under this Agreement or under any applicable law. Notwithstanding Section 8 above, a breach by you of this Section shall entitle Varonis to terminate the Agreement and any rights granted hereunder immediately upon notice to you.

17. **Governing Law and Jurisdiction; Litigation Costs**. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, regardless of its conflict of laws rules. The federal and state courts located in the city of New York, New York shall have sole and exclusive jurisdiction over any dispute under this Agreement or otherwise related to the Software; provided, however, that Licensor may bring actions for breach of Sections 1, 2, 5 or 6 hereof in any court of competent jurisdiction.

18. **Publicity**. Subject to the confidentiality obligations of the parties, the parties agree that they shall be entitled to issue one or more press releases disclosing the relationship entered into hereby and announcing delivery of the Software by Licensor. Each party may refer to the other party in its public filings and marketing materials, including its website, as a customer or vendor, as applicable, provided however, that any such public reference to the other party shall be subject to such party's prior written consent.

19. **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. Licensor shall be entitled to exercise its rights under this Agreement through any of its affiliates. This Agreement, including any exhibits referred to hereto, represents the entire agreement concerning the subject matter hereof and supersedes any prior proposal, representation or understanding between the parties regarding the subject matter hereof, including any non-disclosure agreement entered into by the parties hereto. You may not assign this Agreement to any third party without the prior written consent of Licensor. Licensor expressly reserves the right to assign this Agreement to any third party. 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. The application of the United Nations Convention of Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are expressly excluded. This Agreement may be signed

in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. 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 Licensor shall be sent to: 1250 Broadway, 28th floor, New York, NY 10001, USA; **Attn**: Varonis Legal Department, legal@varonis.com.

I HAVE READ AND UNDERSTOOD THIS MASTER LICENSE AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS.

Please indicate your acceptance by choosing 'I agree'.