



Master License Agreement

IMPORTANT - READ CAREFULLY THE TERMS AND CONDITIONS OF THIS MASTER LICENSE 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 AND YOU SHOULD, WITHIN THREE DAYS FROM INSTALLATION OF THE SOFTWARE, (I) RETURN ANY COPIES OF THE SOFTWARE (AND ANY SOFTWARE KEY) FOR A FULL REFUND, IF ANY LICENSE FEES WERE PAID BY YOU, AND (II) REFRAIN FROM USING 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.

For the purposes of this Agreement, the term "Software" or "Software Product" shall refer to the product(s) set forth in the software key you were assigned by Licensor, whether upon acceptance of this Agreement or in the future, as shown or as will be shown in Licensor's records and the accompanying user Documentation (as defined below).

1. Grant of License. Licensor grants you a limited, non-exclusive, non-transferable, non-sublicensable license (i) to use the Software, 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, in accordance with the documentation accompanying the Software (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. Subject to Section 8 below, this Agreement allows you to run and use the Software on your internal network, subject to the number of users (i) limited by the software key provided to you by Licensor, if a Temporary License is granted to you, or (ii) indicated in the purchase order pursuant to which a Permanent License is granted to you (the "**Initial Number of Users**"). 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. 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 publish or make available to the public, without Licensor's prior written approval, your impressions, evaluations, notes or recommendations from the use of the Temporary License. The Software is licensed as a single product; you may not separate its component parts for use on more than one computer or for any other purpose. You may not assign, sublicense, transfer, pledge, lease, rent, or share your rights under this Agreement. Any data processed, shared, transferred or otherwise used by you, including any of your users, is your sole responsibility. You must comply with applicable data protection laws and regulations. You must verify that no unauthorized users have access to your data. YOU SOLELY, ARE RESPONSIBLE TO BACK UP YOUR DATA. Under no circumstances will Licensor be liable for any inaccuracy, loss of or damages to your data used by you including any of your users by means of the Software.

3. Proprietary Rights; Confidentiality. 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 right, title and interest in and to the Software and any derivatives thereof 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 and Documentation, 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 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. You 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 the Software shall be able to access it. Any information provided to you by Licensor in connection with the Software or other Licensor products shall be deemed confidential and maintained by you in confidence.

4. License Fees. In consideration of the Permanent License, you shall pay the applicable license fees to Licensor or its authorized reseller.

5. Term and Termination. The Temporary License shall be effective upon completing the Software installation process, and shall continue until the lapse of thirty (30) days from the installation day (or such longer period as approved in writing by Licensor), unless terminated earlier as set forth herein (the "**Evaluation Period**"). The Permanent License shall be perpetual, unless terminated by Licensor as set forth herein. Licensor may terminate this Agreement upon the breach by you of any term hereof subject to a seven (7) days prior written notice to be sent by Licensor. Any termination of this Agreement shall also terminate the Temporary License and/or Permanent License granted hereunder. Upon termination of this Agreement and/or 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 and, at the request of Licensor, shall so certify to Licensor that such actions have been performed. Sections 2, 3, 4, 8, 13 and 15 of this Agreement shall remain in full force and effect following, and shall survive, the termination of this Agreement. Termination of this Agreement does not entitle you to any refund of any license fees paid by you, if any. A breach by you of Sections 1, 2, 3 and 4 shall be deemed a material breach of this Agreement.

6. Limited Warranty. With respect to the Temporary License and until a Permanent License has been purchased, the Software is provided on an "AS IS" basis, without warranty of any kind. The entire risk as to the quality and performance of the Software remains with you. Your sole recourse in the event of any dissatisfaction with the Software or any damages is to stop using it.

With respect to the Permanent License, and subject to the full payment of the applicable license fees, Licensor warrants, for your benefit only, that the media on which the Software is provided will be materially free from defects in material and workmanship under normal use for a period of three (3) months from the date on which a Permanent License was granted to you. 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. This limited warranty is void 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; or (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, Licensor's sole obligation shall be, at its sole discretion, to replace or repair the Software or component thereof that does not meet the foregoing limited warranty, free of charge. Any replacement or repaired component will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. Warranty claims should be made within 90 days of purchase of the Permanent License. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE MEDIA AND THE SOFTWARE ARE LICENSED "AS IS", 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.

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.

7. Maintenance and Support. Following the Evaluation Period, and in connection with Software granted a Permanent License, you may purchase maintenance and support services. The use and installation of any updates, upgrades, patches or other software you may receive or purchase from Licensor or its resellers in connection with your use of the Software, shall also be subject to and governed by the terms of this Agreement and Licensor's standard support principles. Upon the renewal of maintenance and support services, you are required to renew such services for the same amount of users as was originally purchased, unless agreed otherwise by Licensor. In the event that you will renew the maintenance and support services for a number of users which is less than the latest Initial Number of Users as approved by Licensor, the number of users under your Permanent License shall automatically be reduced accordingly; following which such number of users shall be deemed as the updated "Initial Number of Users". In addition, you waive any claim you may have with respect to such decrease or to re-increase the number of users under the Permanent License back to the previous Initial Number of Users unless approved in writing by Licensor at its sole discretion.

8. 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 ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TEMPORARY LICENSE AND/OR THE PERMANENT LICENSE SHALL NOT EXCEED THE LICENSE FEES ACTUALLY PAID TO LICENSOR IN CONNECTION WITH THE PERMANENT LICENSE GRANTED TO YOU HEREUNDER, IF ANY. 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, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

9. Audit. 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 during regular business hours at Licensor's site(s) and shall not unreasonably interfere with Company's business activities. If the audit reveals any underpayments by Company of any fees payable under this Agreement, Company 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, and (b) reimburse Licensor for its out-of-pocket costs of such audit. The foregoing is without derogating from any other right or remedy Licensor may have under this Agreement or law.

10. 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 Temporary License and/or the Permanent 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.

11. Third Party Software. If the Software Products contain any 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 Product, respectively.

12. U.S.-Related Special Provisions. You agree 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, or will not 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) and/or DFARS §227.7202-1(a), as applicable.

13. 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 or 3 hereof in any court of competent jurisdiction. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees and expenses of litigation.

14. Auto-Updates and Environment Settings Survey. The following additional functionality may automatically be available to you with the Software: (i) if you purchase software subscription services, Licensor will regularly download and install software fixes and improvements to the installed Software environment. This includes only database scripts and does not compromise the data collected at the customer environment. Use of the software fixes and improvements shall be subject to the terms of this Agreement; and (ii) if you purchase support services, Licensor may monitor and collect general information about your 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 size, jobs and status of executables). This information can, among other uses, be used by Licensor's support engineers to improve the service if a problem arises, or to contact you proactively to prevent problems. Note that you may choose not to activate these functions by manually selecting "I Refuse" during the installation process.

15. 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 represents the entire agreement concerning the Software licensing transaction between you and Licensor and supersedes any prior proposal, representation or understanding between the parties regarding the subject matter hereof. 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, including, but not limited to, an acquirer of or successor to substantially all of its business assets related to this Agreement and/or to the Software. 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 is expressly excluded.

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'.