



## Term 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. 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 time limited, non-exclusive, non-transferable, non-sublicensable license subject to the full payment of the applicable license fee, to use the Software, in executable form only, internally (the "**Term 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 indicated in the purchase order pursuant to which a Term License is granted to you. For the purpose of this Agreement, with respect to each Software Product a "user" shall include any account that is monitored by such Software Product during the term of the Term License.
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 Software. 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 Term License, you shall pay the applicable license fees to Licensor or its authorized reseller. You shall pay 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, digital economy tax, and technical service fee and excluding any tax based on Licensor's net income).

5. Term and Termination. The Term License shall be valid for the period set forth in the purchase confirmation sent to you by Licensor, 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 Term 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, 15 and 16 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 or payable 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. 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 Term 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 Term 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. 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.

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 TERM LICENSE SHALL NOT EXCEED THE LICENSE FEES ACTUALLY PAID TO LICENSOR IN CONNECTION WITH THE TERM LICENSE GRANTED TO YOU HEREUNDER, IF ANY DURING 12 MONTHS PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. 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 of any fees payable under 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, 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 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.

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

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. 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/or marketing materials, including its website, as a customer or vendor, as applicable.

16. 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.

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.

Agreed and accepted:

_____	Varonis Systems, Inc.
By:	By:
Title:	Title:
Date:	Date:

Approved by Varonis Legal

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

## Exhibit A

### Additional Provisions Applicable to Oracle, Inc. Software

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 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. Oracle, Inc. or its licensor retains all ownership and intellectual property rights to the Oracle Software.
4. 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 (in the event you grant a security interest in the Oracle Software and/or any services, the secured party has no right to use or transfer the Oracle Software and/or any services), except to your parent company, and the parent company's majority owned subsidiaries, subject to the limitations provided in Sections 1(a) and 1(b) above; (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.
5. 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.

6. 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.
7. You may not publish any results of benchmark tests run on the Oracle Software.
8. 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.
9. The Oracle Software is subject to a restricted license and can only be used in conjunction with the Software Product.
10. 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.
11. 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.
12. 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.

**\*\*\*\*\*In the event you are a governmental or public sector entity, the below  
Exhibit A-1 shall apply to you instead of Exhibit A\*\*\*\*\***

Exhibit A-1

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 Product.
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 (in the event you grant a security interest in the Oracle Software and/or any services, the secured party has no right to use or transfer the Oracle Software and/or any services and if you decide to finance your acquisition of the Oracle Software you must follow Oracle's policies regarding financing which are available at <http://oracle.com/contracts>) except to your parent company, and the parent company's majority owned subsidiaries, subject to the limitations provided in Sections 1(a) and

1(b) above; (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 to Oracle in accordance with Oracle's current technical support policies if you decide to purchase support at a later date.
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.

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. 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. This Exhibit A-1 is subject to change at Oracle's discretion upon 30 days' notice.