



## GCloud Services Terms and Conditions

Between

Somerford Associates Limited

AND

XXXXXXX (Client)

Dated xx/xx/xx

## Introduction

This time and materials Services Agreement ("Agreement") is between Somerford Associates ("Somerford") and xxxxxxxxxxxxxxxx ("Customer"). This Agreement defines the scope of the services ("Services") that Somerford Associates will provide to the Customer.

## Project Summary

To be completed for each project

## Project Conditions

- Services are performed on a "time and materials" basis. The cost set out in this Agreement is a "not to exceed" amount. Should any items require additional time to complete then an additional Agreement will be agreed by both parties.
- The Customer will provide remote access via WebEx, MS Teams or another comparable remote access solution to the Somerford Engineer in order to facilitate the delivery of offsite Services and/or troubleshooting as required.
- Every effort has been made to account for whether a particular service will be delivered offsite or onsite. However, in certain circumstances, services previously designated as "onsite" may be performed remotely (offsite) and in such case no credit for the difference in the fees associated with these different "day types" will be provided to the Customer.
- If after six months from the date of the Effective Date there remain unused/undelivered days of services, the Customer will contact Somerford Associates to discuss scheduling services for those days. Unless otherwise agreed in writing, any unused and unscheduled days of services will expire one year from the date of the signing of this SOW, at which point Somerford Associates will be under no obligation to perform any additional services under this SOW. No credit/refund of unused service days will be provided.

## Requirements

Please itemise each requirement, providing a name and description for each individual work item.

| Work Item Name | Work Item Description |
|----------------|-----------------------|
|                |                       |
|                |                       |
|                |                       |
|                |                       |
|                |                       |

## Contacts

|                      | Name | Email | Phone |
|----------------------|------|-------|-------|
| Somerford Commercial |      |       |       |
| Somerford Technical  |      |       |       |
| Client Management    |      |       |       |
| Client Technical     |      |       |       |

## Client Responsibilities

The work will be performed under the scope as defined in this Agreement. The Agreement is subject to the following assumptions:

The client

- will provide access to equipment and personnel (including technical resources) necessary to complete the project. These resources will be provided when they are needed in order to avoid project delays.
- will appoint a single point of contact for the duration of the project. This person will have project management responsibilities, be technically astute and familiar with change request processes as well as have the authority to expedite if necessary.
- must provide Somerford a one (1) week notice for any cancellation or change of scheduled services or they will be charged for the originally scheduled time and any applicable travel change fees.
- will provide Somerford with access to the required servers and software to complete the Agreement requirements.
- will provide the Somerford consultant(s) with either access to the Internet or access to a computer with access to the Internet as required.
- prior to the testing phase, the Customer is responsible for producing the necessary testing scenarios.
- will either provide Somerford with a client contact that has the proper administrative access to all applications and servers and will have the ability to reboot servers as necessary within twenty-four (24) hours of request or will provide Somerford with this capability.
- will ensure all systems meet the minimum system requirements.
- will ensure all systems and applications that are part of the SOW must be on supported platforms.

## Amendment to the Scope

During the performance of the engagement, certain issues may arise that effectively prevent the completion of the work outlined in this Agreement within the planned time frame, such as, but not limited to, hardware or network failures or outages in the Client's environment, problems with the Client's in-house or third-party software, or the unavailability of key Client personnel. If this situation occurs, the designated Somerford Consultant will work with the Client to identify and document the scope change, its impact on the project approach, timing, fees, resources, and the quality of project results. Somerford will document this and any change in scope must be agreed to in writing prior to Somerford reengaging on the project and will require the signature of both

Somerford and the Client. Any other problems, disputes or issues arising during this engagement should be communicated as soon as possible after identification to the designated Somerford Consultant for resolution.

## Fees

Somerford professional services rates are as per the G-Cloud 15 price list. All prices are quoted exclusive of VAT

## Payment

Invoices are to be paid within 30 days from the invoice date.

## Duration

Somerford estimates that the Agreement will require the following number of professional services days to complete.

## Quote

x days of professional services \* £x's

## Data Processing

### Subject Matter of Processing

Personal and Commercially sensitive Data relating to [ ADD DETAILS ] which Somerford may process in carrying out its legitimate business interests and obligations under this SoW.

### Duration of Processing

For the later of Somerford's fulfilment of its obligations to the Customer or termination of this SoW.

### Nature of Processing

Collection, and such organisation, adaptation, storage, retrieval, consultation, use, disclosure, making available, restriction, erasure and destruction as is necessary for the fulfilment of this SoW.

### Purpose

Carrying out Somerford's legitimate business interests and obligations to the Customer pursuant to this SoW.

### Data Subject Types

Customer employees, economic and financial documents, system logs or data provided in confidence by customers for the fulfilment of this SoW.



## SUBSCRIPTION SERVICES AGREEMENT

This Subscription Services Agreement (this “**Agreement**”) forms a legal agreement between the legal entity on behalf of which you are acting (“**Subscriber**”) and **Varonis Systems, Inc.**, a Delaware corporation, having its principal place of business at 801 Brickell Ave, 8<sup>th</sup> Floor, Miami, FL 33131 and its subsidiaries and affiliates (“**Varonis**”). This Agreement governs any of the Subscriber’s access to and use of Varonis’ web-based cloud security solution offered hereunder on a software-as-a-service basis and Services (as defined below) made available by Varonis, irrespective of whether such access and/or use took place prior to or after the Subscriber accepted this Agreement.

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SUBSCRIPTION SERVICES AND THE SERVICES. BY CLICKING THE “ACCEPT” BUTTON LOCATED AT THE BOTTOM OF THIS PAGE, SUBSCRIBER AGREES TO BE LEGALLY BOUND BY THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, ACCESSING OR USING ANY PORTION OF THE SUBSCRIPTION SERVICES OR THE SERVICES INDICATES THAT SUBSCRIBER ACCEPTS THE TERMS OF THIS AGREEMENT. SUBSCRIBER HEREBY REPRESENTS AND WARRANTS THAT THE PERSON CLICKING “ACCEPT” HAS THE LEGAL AUTHORITY TO BIND SUBSCRIBER. SUBSCRIBER AGREES THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY SUBSCRIBER. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR WRITTEN AND ORAL UNDERSTANDINGS BETWEEN VARONIS AND SUBSCRIBER, INCLUDING ANY INTERIM AGREEMENTS EXECUTED BY THE PARTIES AND ANY NON-DISCLOSURE AGREEMENT(S) ENTERED BY THE PARTIES, IF ANY.

## **TERMS AND CONDITIONS**

**1. DEFINITIONS.** Any capitalized terms used in this Agreement that are not otherwise defined shall have the meaning as set forth below:

1.1 **“Additional Services”** means services which are supplemental or ancillary to Subscriber’s use of the Subscription Services as may be offered by Varonis to Subscriber from time to time, including without limitation, professional services, penetration testing services and forensic services.

1.2 **“Affiliate”** means any entity which directly or indirectly controls, is controlled by or is under common control with the subject entity, where “control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.3 **“Authorized Usage”** means the usage metric(s) and factor(s) identified in the applicable Purchase Confirmation. Authorized Usage may include, among other metrics and factors, the number of individuals who have an account(s) on the systems or environments monitored by the Subscription Services or the data, number of folders, events tracked or monitored by the Subscription Services.

1.4 **“Subscriber Program”** means the object code form of the service application made available to Subscriber to be installed on Subscriber’s computing device/environment and used solely in connection with the Subscription Services.

1.5 **“Documentation”** means Varonis’ product documentation detailing the operation and use of the Subscription Services, as generally made available to Varonis’ subscribers, and as updated from time to time by Varonis.

1.6 **“Fees”** has the meaning ascribed thereto in Section 8.1 hereof.

1.7 **“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.

1.8 **“Purchase Confirmation”** means the purchase confirmation issued by Varonis to Subscriber from time to time (each, a **“Purchase Confirmation”**) which lists the products and services to be provided by Varonis. Each Purchase Confirmation, and the products and services included therein, shall be subject to the terms of this Agreement.

1.9 **“Services”** means Support Services and Additional Services.

1.10 **“Subscriber Data”** means electronic data generated in the course of the use of the Subscription Services and the Services.

1.11 **“Subscription Services”** means Varonis’ web-based cloud solution that is offered on a software-as-a-service basis. For the purpose of this Agreement, the Subscriber Program, and any Updates thereto (as defined in the SLA), shall be considered an integral part of the Subscription Services.

1.12 **“Support Services”** means the provision of Updates and technical support by Varonis pursuant to its SLA as further detailed in Section 3.

1.13 **“Term”** has the meaning ascribed thereto in Section 9.1 hereof.

## **2. SUBSCRIPTION SERVICES.**

2.1 Subject to the terms and conditions of this Agreement, including the Subscriber’s payment of all applicable Fees when due, Varonis grants Subscriber a non-exclusive, non-transferrable, non-sublicensable, limited license to access and use the Subscription Services during the subscription period set forth in the applicable Purchase Confirmation. The Subscription Services may be accessed solely for Subscriber’s internal business

purposes, in accordance with the Documentation, and for the Authorized Usage purchased by Subscriber, all as set forth in the applicable Purchase Confirmation.

2.2 Subject to the terms and conditions of this Agreement, including Subscriber's payment of all applicable Fees when due, Varonis grants Subscriber a non-exclusive, nontransferable, non-sublicensable, limited license, to: (a) install the Subscriber Program solely in Subscriber's computing device/environment; and (b) during the subscription period set forth in the applicable Purchase Confirmation, use the Subscriber Program solely as required for using the Subscription Services in accordance with this Agreement.

If Subscriber's actual usage of the Subscription Services exceeds the Authorized Usage (the "**Over Usage**"), the Authorized Usage shall be updated to reflect and cover Subscriber's actual usage of the Subscription Services. In such event, Subscriber shall be required to pay the associated subscription fees for the updated Authorized Usage for the remaining portion of the subscription term.

### **3. SUPPORT AND ADDITIONAL SERVICES.**

3.1 Varonis shall provide Subscriber with Support Services in connection with the Subscription Services, all subject to the terms of this Agreement and Varonis' standard support principles which can be found here: <https://varon.is/saas-support-sla>, as may be updated by Varonis from time to time ("**SLA**").

3.2 Varonis may provide Subscriber, from time to time, with certain Additional Services. Unless otherwise acknowledged or agreed by the parties on a case-by-case basis, all Additional Services shall be subject to the terms and conditions of this Agreement.

3.3 If Subscriber purchases the Varonis SaaS Managed Data Detection and Response Services ("**MDDR**"), Subscriber's use of the MDDR shall be subject to the Varonis MDDR Services Agreement, which can be found at <https://help.varonis.com/s/terms-and-conditions>.

### **4. RESTRICTIONS AND RESPONSIBILITIES.**

4.1 Subscriber shall not (and shall not permit others to) do any of the following with respect to the Subscription Services: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, lend, distribute, time share, operate as a service bureau, or otherwise make any of the Subscription Services available for access by third parties; (ii) conduct any security scanning and/or penetration testing or use the Subscription Services in any way which is not in accordance with this Agreement, or in a way which adversely affects other subscribers and their use of the Subscription Services; (iii) make any commercial use of the Subscription Services or grant any third party any right to use the Subscription Services, whether or not for any consideration. Subscriber shall not access or use the Subscription Services for developing or operating products or services intended to be offered to third parties; (iv) disassemble, reverse engineer, decompile, or otherwise attempt to derive the source code, algorithms or technology included in the Subscription Services; (v) copy, create derivative works based on, or otherwise modify the Subscription Services; (vi) remove or modify a copyright, trademark, logo or other proprietary rights notice or brand labeling in the Subscription Services; (vii) publish or release any benchmarking or performance data, or comparative study or analysis, applicable to the Subscription Services; (viii) circumvent, disable or otherwise interfere with security-related or access-related features of the Subscription Services; (ix) represent that it possesses any proprietary interest in the Subscription Services; or (x) directly or indirectly, take any action to contest Varonis' Intellectual Property Rights in the Subscription Services or infringe them in any way. Subscriber represents, covenants, and warrants that Subscriber will use the Subscription Services solely in compliance with this Agreement, the Documentation and all applicable laws and regulations.

4.2 Subscriber shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect, access to or otherwise use the Subscription Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, and web



servers (collectively, "**Equipment**"). Subscriber shall also be responsible for maintaining the security of the Equipment, Subscriber's account(s), password(s) (including but not limited to administrative and user passwords) and files, and for all uses of Subscriber's account or the Equipment. Under no circumstances shall Varonis be liable for any Equipment and/or services needed for or used by Subscriber to connect, access or otherwise use the Subscription Services.

4.3 Subscriber is solely responsible for all activity occurring in and through the Subscription Services by the Subscriber and anyone on its behalf. Subscriber shall use its best efforts to prevent unauthorized access to, or use of, the Subscription Services and will notify Varonis immediately, and in any event within 48 hours, in case of any unauthorized use of any password or account or any other known or suspected breach of security or privacy rights.

4.4 Subscriber acknowledges that the provision of the Subscription Services and the Services according to the terms of this Agreement requires, and is contingent upon, the Subscriber's full compliance with the requirements of this Agreement and the documents referred to in this Agreement, including the Documentation, the SLA and any additional agreement signed between the parties or terms presented by Varonis. Varonis will not be liable for any failure which arises from Subscriber's failure to comply with this Section.

4.5 Subscriber shall be solely responsible for ensuring that its use of the Subscription Services, including without limitation Subscriber's provision of Subscriber Data to Varonis through the Subscription Services, complies with all applicable laws (including, all privacy laws), rules, and regulations.

4.6 Subscriber shall notify Varonis in writing if any Subscriber content is subject to the International Traffic in Arms Regulations ("ITAR") or is subject to the Export Administration Regulations ("EAR") and classified under an Export Control Classification Number ("ECCN") that is controlled for reasons other than Anti-Terrorism ("AT"). In such event, Varonis shall take appropriate actions to ensure compliance with

applicable Trade Control Laws. Absent prior written notification, Subscriber shall be deemed the exporter of such Subscriber content resulting from use of the Subscription Services and Services.

4.7 Subscriber acknowledges that the Subscription Services are subject to United States Financial Sanctions and the U.S. Export Administration Regulations. Subscriber further agrees that it will 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, comparable controls imposed by other governments having jurisdiction over activities under this Agreement (collectively, "**Trade Control Laws**") to assure that the Subscription Services are not exported, re-exported, transferred, installed or accessed, directly or indirectly, in violation of such Trade Control Laws. Subscriber warrants that neither Subscriber nor any party/ies that individually or in the aggregate, own 50% or more of the Subscriber, nor, to the best of Subscriber's knowledge, any party authorized by Subscriber to use the Subscription Services, is subject to financial sanctions or other restriction on receipt of goods or services imposed by applicable Trade Control Laws (collectively, "Restricted Parties") and agrees that it shall be deemed a material breach if Subscriber violates Trade Control Laws in connection with activity under this Agreement, or becomes a Restricted Party, or otherwise becomes subject to applicable restrictions under Trade Control Laws, whether such restrictions apply to Subscriber or to the region in which Subscriber is located, including any restrictions that result in a requirement not to use License Exception ENC and to instead obtain an export license or similar government authorization to supply Subscriber with products or services. Subscriber agrees to reasonably cooperate and assist Varonis or any of its representatives with an audit, review or investigation of Subscriber's compliance with applicable laws and regulations as set forth in this Section. In connection with such review, audit or investigation, **Subscriber** will deliver to Varonis all relevant records, information and documents reasonably requested by Varonis, and any such information shall be deemed as Subscriber's Confidential Information. Subscriber

will immediately rectify non-compliance as requested by Varonis. The foregoing is without derogating from any other right or remedy Varonis may have under this Agreement or under any applicable law. Notwithstanding Section 9.2, a breach by Subscriber of this Section shall entitle Varonis to terminate the Agreement and any rights granted hereunder immediately, upon notice to Subscriber.

## 5. INDEMNIFICATION.

5.1 Subscriber hereby agrees to defend, indemnify, and hold Varonis and its Affiliates, and their directors, officers, shareholders, employees and agents (the “**Indemnified Parties**”) harmless against any and all judgments, damages, losses, liabilities, settlements, costs and expenses (including, without limitation, reasonable attorneys’ fees) (collectively, “**Loss(es)**”) in connection with any third party claim brought against the Indemnified Parties that arises from: (a) Subscriber’s violation of Section 4, (b) a claim that the Subscriber Data, a non-Varonis service and/or Equipment or any combination of such non-Varonis service or Equipment with the Subscription Services infringes or misappropriates a third party’s Intellectual Property Rights, privacy rights or applicable laws.

Varonis will (x) provide the Subscriber with a written notice of the claim, (y) grant the Subscriber control over the defense and settlement of the claim (except that the Subscriber may not settle any claim without Varonis’ prior consent), and (z) provide the Subscriber reasonable assistance, at Subscriber’s expense; provided that failure to do any of the foregoing shall not invalidate Varonis’ claim for indemnification.

## 6. CONFIDENTIALITY.

6.1 During the Term, each party may be provided with certain non-public technical, financial, 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 competitive (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, information about the Subscription Services, the Subscriber Program, Documentation, roadmap, information related to Varonis’ business, products, internal practices and any proprietary or sensitive information of Varonis. Confidential Information shall exclude any information that the receiving party can demonstrate with sufficient evidence (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) was in the rightful possession or known by the receiving party prior to disclosure by the disclosing party; (iii) receiving party rightfully obtained, without restrictions, 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 has independently developed, without breach of this Agreement or any use of or reference to the disclosing party’s Confidential Information.

6.2 The receiving party agrees: (a) not to disclose the disclosing party’s Confidential Information to any third parties other than to its 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.

6.3 Notwithstanding the foregoing, if any Confidential Information is required to be disclosed by law, order of a court or by an administrative body, to the extent legally permissible, the receiving

party shall notify disclosing party promptly and in writing of such required disclosure and shall reasonably cooperate with the disclosing party, at the disclosing party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure and its efforts to seek a protective order or other appropriate relief.

6.4 The receiving party acknowledges and agrees that the disclosing party may suffer financial and other loss and damage if any Confidential Information is disclosed except as permitted by this Agreement, and that monetary damages alone may be an insufficient remedy for any such breach. 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 prevent a breach of this Section and to compel specific performance with regard to this Section.

6.5 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. PROPRIETARY RIGHTS; PRIVACY.**

7.1 Varonis owns and will retain all right, title and interest, including all Intellectual Property Rights, in and to the Subscription Services, the Services, and the Documentation. This Agreement does not convey to the Subscriber any interest or right in or to the Subscription Services, Services or Documentation. No rights or licenses are granted by Varonis to Subscriber under this Agreement, whether by implication, estoppel or otherwise except for a limited right to access and use the Subscription Services as set forth herein.

7.2 Subscriber, or its licensors, own and retain all right, title and interest in and to the Subscriber Data. Subscriber hereby grants to Varonis a worldwide, non-exclusive, royalty-free, fully paid-up license during the Term (and, if applicable, the retrieval period as identified in Varonis' Privacy Policy), to use the Subscriber Data as reasonably necessary for Varonis to perform its rights and obligations under this Agreement.

7.3 Subscriber hereby grants to Varonis a worldwide, perpetual, irrevocable, royalty-free, fully paid-up license to use any questions, comments, suggestions, ideas, feedback to the extent provided by Subscriber in connection with the Subscription Services or the Services ("**Feedback**") for any business purpose determined by Varonis, including for incorporating the Feedback into Varonis' products and services. Subscriber represents and warrants that it has the rights and authority necessary to grant the foregoing license to Varonis.

7.4 Subscriber Data may include Personal Data (as defined in the DPA) that is made available by Subscriber in connection with the Subscription Services and Services. Such Personal Data is processed pursuant to the terms of the Data Processing Addendum accessible at <https://www.varonis.com/saasdpa> ("**DPA**"). The DPA is considered an integral part of this Agreement.

## **8. PAYMENT OF FEES.**

8.1 Subscriber will pay Varonis or its authorized reseller (the "**Reseller**") the fees for the Subscription Services and Services, if applicable, in accordance with the payment terms set forth herein (the "**Fees**").

8.2 Fees for the Subscription Services will be charged annually in advance. Fees for Additional Services, if any, will be invoiced upfront, or as otherwise set forth in a statement of work signed between the parties. Varonis reserves the right to update the Fees at the end of each Subscription Services period (as specified in the Purchase Confirmation). Except as expressly set forth herein, all payments are final and non-refundable.

8.3 Full payment for invoices issued at any given time must be paid by Subscriber or the Reseller on a net 30 basis or, if necessary to comply with applicable financial sanctions imposed by the U.S. or other government authority with jurisdiction over the transaction, such other payment terms as agreed by the parties to comply with such laws. All payments shall be made in U.S. dollars unless otherwise agreed by Varonis in writing. Unpaid amounts are subject to a late payment charge of 1.5% per month on any outstanding balance, or the

maximum amount permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. In addition, late payments may result in suspension or termination of the Subscription Services (in Varonis' sole discretion), as further detailed below. The address listed by the Subscriber in this Agreement (the **"Subscriber's Address"**) shall be presumed to be the place from which, and in which, the Subscriber shall receive any services under this Agreement.

8.4 The Fees do not include any taxes, levies, duties or other similar federal, state, local or non-US government assessments of any nature, including but not limited to, sales, value added, withholding, digital economy or technical service tax assessable by any jurisdiction, excluding any tax based on Varonis' net income (collectively, **"Taxes"**). Subscriber shall be responsible for and shall bear the burden of any and all Taxes associated with the Subscription Services and the Services. If Varonis has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section, Subscriber shall pay that amount in addition to the Fees so that in any event and irrespective of any Taxes, Varonis will receive the full amount of the Fees. Similarly, if Subscriber is required to withhold any Taxes under this Section, Subscriber will gross up the Fees and pay the Taxes required to be withheld to the appropriate relevant tax authority in addition to and on top of the Fees so that in any event and irrespective of any Taxes, Varonis will receive the full amount of the Fees. Subscriber acknowledges that both Varonis and Subscriber intend to classify the Subscription Services and the Services provided under this Agreement as services for any and all tax purposes – U.S. and non-U.S. Subscriber warrants that it will not state a statement, elect an election, declare a declaration, claim a claim, deduct an expense, report or file a tax, an information return or other regulatory report, that is inconsistent with said intended classification as service.

8.5 The address listed by the Subscriber in this Agreement, or in the absence of such address being listed herein the address provided to Varonis as "ship to address" in a purchase order (whether provided to Varonis by the Subscriber or the Reseller) (the **"Subscriber's Address"**) shall be

presumed to be the place from which, and in which, the Subscriber shall receive any services under this Agreement.

## 9. TERM AND TERMINATION.

9.1 This Agreement shall remain in effect unless terminated in accordance with the terms hereof (the **"Term"**). The Subscription Services and the Services shall remain in effect for the period(s) specified in the relevant Purchase Confirmation(s).

9.2 In addition to any other remedies it may have, Varonis may terminate this Agreement upon thirty (30) days' written notice, if Subscriber: (i) materially breaches any of the terms or conditions of this Agreement, and does not cure such breach within a thirty (30) days' notice period; or (ii) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors that are not dismissed within thirty (30) days. Notwithstanding, if Subscriber breaches any of its obligations in Section 4 this Agreement or fails to pay Fees in due course, including without limitation, for Over Usage, Varonis reserves the right to terminate this Agreement immediately.

9.3 Upon termination or expiration of this Agreement: (i) Subscriber shall immediately cease using the Subscription Services; and (ii) only to the extent that this Agreement is terminated by Varonis in accordance with this Agreement, any outstanding Fees (including for committed future periods as set forth in the Purchase Confirmation) shall become immediately due and payable.

9.4 In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in this Agreement, Varonis reserves the right to suspend the Subscription Services and/or Services if: (a) Subscriber (or the Reseller, if applicable) is overdue on a payment including without limitation, for Over Usage, (b) Varonis deems such suspension necessary as a result of Subscriber's breach of Sections 2.1 and/or 4, (c) Varonis reasonably determines that such suspension is necessary to avoid material harm to Varonis or its other subscribers, including without limitation, if the

Subscription Services are experiencing denial of service attacks, mail flooding, or other attacks or disruptions beyond Varonis' control, or (d) such suspension is required by law or at the request of governmental entities having jurisdiction.

9.5 All sections of this Agreement which by their nature are intended to survive termination or expiration of the Agreement, including, without limitation, accrued rights to payment, and Sections 1, 4, 5, 6, 7, 8, 9, 10.2, 11, 12 and 13 will survive termination or expiration of this Agreement.

## **10. WARRANTIES AND DISCLAIMER.**

10.1 Each party represents and warrants that this Agreement constitutes a legal, valid, and binding obligation, enforceable against it in accordance with the terms of this Agreement. Further, Varonis warrants that during the subscription period set forth in the applicable Purchase Confirmation, the Subscription Services will conform in all material respects to the Documentation. Varonis' sole liability and Subscriber's exclusive remedy for any breach of this performance warranty shall be to remedy or replace any such non-conformance in accordance with the SLA. Varonis further represents and warrants that the Services will be performed by Varonis in a professional and workmanlike manner. The foregoing warranty will not apply if the non-conformance was caused by (i) use of the Subscription Services other than in accordance with the Documentation and this Agreement, including, without limitation, any accident and/or abuse, (ii) the Subscriber's failure to properly maintain the Subscription Services in accordance with the instructions provided by Varonis, (iii) modifications to the Subscription Services by Subscriber or any third-party, or (iv) third-party hardware, software, or services used in connection with the Subscription Services, including the Equipment.

10.2 VARONIS DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICES OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, THAT ALL ERRORS WILL BE CORRECTED OR THAT THEY SHALL MEET THE SUBSCRIBER'S REQUIREMENTS; NOR DOES VARONIS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF

THE SUBSCRIPTION SERVICES OR THE SERVICES. THE SUBSCRIPTION SERVICES ARE NOT INTENDED TO BE USED AS A STORAGE, BACKUP OR ARCHIVING SERVICE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SUBSCRIPTION SERVICES AND THE SERVICES ARE PROVIDED "AS IS" AND VARONIS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## **11. LIMITATION OF LIABILITY.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, VARONIS AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), RESELLERS, AGENTS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR LOSS, INACCURACY OR CORRUPTION OF DATA; (B) FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF BUSINESS OR REVENUE, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, LOST PROFITS, AND ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES; (C) FOR ANY MATTER BEYOND VARONIS' REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT EXCEED THE FEES RECEIVED BY VARONIS FOR THE SUBSCRIPTION SERVICES UNDER THIS AGREEMENT DURING THE 12 MONTHS PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM, IN EACH CASE, WHETHER OR NOT VARONIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH JURISDICTIONS, THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO SUBSCRIBER.

## **12. EVALUATION; PRIVATE PREVIEW; "BETA" VERSION; AI FUNCTIONS.**

12.1 Varonis may, at its sole discretion, grant Subscriber a limited right to: (i) access the Subscription Services or a part thereof, and/or (ii) use new features, functionalities, platforms, modules or services developed by Varonis, if presented as part of “private preview” and/or “beta” versions, as further detailed in the SLA, in each case, for trial and evaluation purposes (the “**Evaluation Subscription**”) and for a period to be determined by Varonis (the “**Evaluation Period**”). Any Evaluation Subscription may be used by Subscriber at its sole discretion. Varonis may extend the Evaluation Period at its sole discretion. Any such Evaluation Subscription will be: (i) on an as-is basis, without warranties of any kind, including without any obligation to provide Services to Subscriber, (ii) without any liability whatsoever, and (iii) except as set forth in this Section 12, subject to the terms of this Agreement. Upon the termination or expiration of the Evaluation Period, Subscriber will cease using the Evaluation Subscription to which Subscriber was granted access. Subscriber hereby agrees to receive communications from Varonis for promotional and support purposes during the Evaluation Period and thereafter.

12.2 Varonis may offer Subscriber, from time to time, the ability to use features, tools, functionalities or capabilities that utilize generative artificial intelligence or similar technologies (“**AI Functions**”) as optional features within the Subscription Services. Notwithstanding anything to the contrary in this Agreement, any access to, or use of, the AI Functions by Subscriber is and shall be subject to the Generative AI Terms and Conditions, which can be found at <https://help.varonis.com/s/terms-and-conditions>. Subscriber may, at its sole discretion, opt into or out of accessing or using the AI Functions at any time.

### **13. MISCELLANEOUS.**

13.1 **Publicity.** Varonis may refer to Subscriber as a customer of Varonis and include Subscriber’s name and logo, including, without limitation, as part of its public filings, and/or in marketing materials (including in a list of its customers) and/or on Varonis’ web site. Except as set forth

above, neither party may issue any press release regarding this Agreement without the other party’s prior written consent nor use the name or logo of the other party.

13.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

13.3 **Amendment.** Varonis may amend this Agreement (including any part hereof and any terms, policies or documents incorporated by reference herein) at any time by posting the amended terms at <https://help.varonis.com/s/terms-and-conditions>. Subscriber may access the foregoing link by signing into its MyVaronis account. Each amendment will be effective as of the time of posting or on such later date as may be specified in the posting (the “**Effective Time**”) and will apply to Subscriber’s use of the Subscription Services from and after the Effective Time. Subscriber hereby acknowledges and agrees that any continued use of the Subscription Services by or on behalf of Subscriber after the applicable Effective Time constitutes Subscriber’s agreement to, and acceptance of, the applicable amendment. Notwithstanding the foregoing, Varonis may notify Subscriber of an amendment to the Agreement (or to any part hereof and to any terms, policies or documents incorporated by reference herein) in any way which Varonis deems reasonable and in line with standard market practices, including by way of presenting a notice in the Subscription Services and/or by e-mail or other written notice. No variation of or amendment to this Agreement by Subscriber shall be valid unless it is in writing and signed by each of the parties.

13.4 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Subscriber except with Varonis’ prior written consent. Varonis may transfer and assign this Agreement and/or any of its rights and/or obligations under this Agreement without consent.

13.5 **No Agency.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Subscriber does not have any authority of any kind to bind Varonis in any respect

whatsoever.

**13.6 Notices.** 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 Varonis shall be sent to: 801 Brickell Ave, 8<sup>th</sup> Floor, Miami, FL 33131, USA; Attn: Varonis Legal Department, legal@varonis.com. Notices to you shall be sent to the Subscriber's Address.

**13.7 Third Party Software.** The Subscription Services may contain software and/or components 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 Varonis' and the Subscription Services, respectively. In addition, some of the Subscription Services may contain software provided by Oracle, Inc. ("**Oracle**"). Such Subscription Services are subject to Oracle provisions which can be found at <https://help.varonis.com/s/terms-and-conditions>, in addition to those provisions contained in this Agreement.

**13.8 Law and Jurisdiction.** All disputes arising out of, or relating to, this Agreement shall be governed and construed in accordance with the law of the State of New York, excluding such state's conflicts of law rules. Any legal action of whatever nature by or against a party arising out of, or relating to, this Agreement shall be brought solely in either the federal or state courts located in New York, New York. The parties hereby consent to (and waive any challenge or objection to) personal jurisdiction and venue in the above-referenced courts. Notwithstanding the foregoing, Varonis may seek equitable relief in any competent jurisdiction in an action for protection of Varonis' Intellectual Property Rights or Confidential Information. The United Nations Convention on Contracts for the International Sale of Goods, Uniform Commercial Code, and the Uniform

Computer Information Transaction Act (UCITA) are expressly excluded from this Agreement.

**13.9 Force Majeure.** Varonis shall not be responsible or liable for any loss, damage, delay or failure to act(s) caused by any circumstances beyond Varonis' reasonable control ("**Force Majeure**"), including, without limitation, war, invasion, insurrection, riot, the order of any civil or military authority, fire, flood, earthquake, weather, interruption to or absence of energy supplies, pandemic, lock outs, strikes, other labor disputes, the failure of Varonis' suppliers or carriers to meet their contractual obligations, issues related to external applications, telecommunications, internet service providers, hosting facility failures, cyber-attacks and government promulgation of applicable financial sanctions or export controls.

**13.10 High Risk and Restricted Data Activities.** The Subscription Services are not fault-tolerant and are not designed, manufactured or intended for use or resale (i) as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Subscription Services could lead directly to death, personal injury, or severe physical or environmental damage or (ii) for containing or processing financial or other similar restricted or sensitive data that is regulated under law, including but not limited to, GLBA (Gramm-Leach-Bliley Act) or similar federal or state data security statutes (collectively, "**High Risk and Restricted Data Activities**"). Varonis and its suppliers specifically disclaim any express or implied warranties of fitness for High Risk and Restricted Data Activities.

**13.11 Disaster Recovery Plan; Business Continuity Plan.** Varonis shall maintain, according to industry standards, a disaster recovery plan and a business continuity plan. Subscriber agrees that Varonis shall have no liability to Subscriber for any loss or corruption of any such data, and Subscriber hereby waives any right of action against Varonis arising from any such loss or corruption of data.



**13.12 Qualifications and Limitations Basis of Bargain.** The limited warranties, exclusive remedies and limited liability provisions set forth in this Agreement are fundamental elements of this Agreement and the services granted hereunder, and Subscriber accepts and confirms that Varonis would not be able to provide the services on an economic basis without such limitations.

**13.13 U.S. Federal Government End User Provisions.** If any part of the Subscription Services is acquired by or on behalf of a unit or agency of the U.S. Government (a “**US Governmental Entity**”), such US Governmental Entity agrees that the Subscription Services and all related Documentation are “commercial computer software” or “commercial computer software documentation” and that, absent a written agreement to the contrary, the US Governmental Entity’s rights with respect to the Subscription Services and the related Documentation are governed by the terms of this Agreement, pursuant to FAR §12.212(a) and/or DFARS §227.7202-1(a), as applicable.

**13.14 Exercise of Rights.** Varonis may exercise its rights and obligations under this Agreement through its wholly owned subsidiaries.

**13.15 Entire Agreement.** This Agreement, including all documents referred to herein, represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written and oral understandings between the parties, including any interim agreements executed by the parties and including any non-disclosure agreement(s) entered by the parties.

**13.16 Consent to Conduct Business Electronically.** The parties understand and agree that, notwithstanding anything herein to the contrary, their electronic signature (including, without limitation, by typing their name at the end of an email confirming agreement, acceptance or consent) manifests their consent to be bound by all terms and conditions set forth in this Agreement. By entering into this Agreement, notwithstanding anything herein to the contrary, the parties consent to conduct business electronically and

agree to receive electronically (including, without limitation, by email) all documents communications, notice, contracts and agreements arising out of this Agreement.

**13.17 Reseller Orders.** Subscriber may procure the Subscription Services and the Services directly from a Reseller pursuant to a separate agreement with Reseller that includes the Reseller order form and other terms (a “**Reseller Arrangement**”). Varonis will be under no obligation to provide the Subscription Services and the Services to Subscriber as a result of a Reseller Arrangement if Varonis has not received a purchase order from such Reseller. Subscriber acknowledges that Reseller is not authorized to make any changes to this Agreement or otherwise provide any warranties, representations, promises or commitments on behalf of Varonis or in any way concerning the Subscription Services or the Services. If Subscriber procured the Subscription Services and/or Services through a Reseller Arrangement, then Subscriber agrees that Varonis may share certain Subscriber Data with Reseller in relation to Subscriber’s Authorized Usage of the Subscription Services and the Services. If Subscriber has procured the Subscription Services and/or Services through a Reseller, Subscriber acknowledges that the termination provisions in this Agreement will apply if the Reseller fails to timely pay the applicable Fees to Varonis due to Subscriber’s failure to timely pay to the Reseller.

**13.18 Tribal Subscribers. Representation of Subscriber Authority.** The execution, delivery and performance by Subscriber of this Agreement and the obligations contained herein have been duly authorized by all necessary tribal governmental and other action, and do not require any consent or approval not heretofore obtained of any tribal officer or tribal body.

**13.19 Limited WAIVER OF SOVEREIGN IMMUNITY.** Subscriber hereby clearly, expressly, unequivocally and irrevocably waives its sovereign immunity in any forum provided for in this agreement in connection with any dispute arising under this Agreement, including as set forth in Paragraph 13.7. Subscriber consents to the jurisdiction of the federal and state courts in



Paragraph 13.7. Varonis and its successors and assigns shall be entitled to all available legal and equitable remedies, including the right to specific performance, money damages and injunctive or declaratory relief. Subscriber agrees that it shall not plead or raise as a defense to any action brought by Varonis or its successors or assigns any right or claim of right to the requirement of exhaustion of tribal court remedies prior to the commencement of litigation proceedings, even if any such tribal forum would have concurrent jurisdiction over any such dispute but for such waiver. Subscriber waives its rights to have any dispute heard in any tribal court or before any other trial tribunal, forum, council or other adjudicative body whether or not such forum now exists or is hereinafter created.