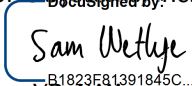


SUBSCRIPTION SERVICES AGREEMENT

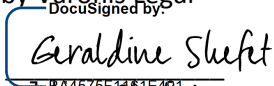
This Subscription Services Agreement (this “**Agreement**”) is entered into on July \_\_, 2024 by and between **Varonis Systems, Inc.**, a Delaware corporation, having its principal place of business at 1250 Broadway, 29th floor, New York, NY 10001 and its subsidiaries and affiliates (“**Varonis**”) and San Bernardino County, a political subdivision organized and existing under the laws and constitution of the State of California, on behalf of Arrowhead Regional Medical Center with a principal place of business at 400 North Pepper Avenue, Colton, California 92324 (“**Subscriber**”).

**WHEREAS**, Varonis holds proprietary rights of certain Subscription Services and **WHEREAS**, subject to the terms of this Agreement, Varonis agrees to grant Subscriber a limited right to access and use the Subscription Services and provide Subscriber with certain Services in connection with the Subscription Services; **NOW, THEREFORE**, in consideration of the conditions contained herein, the parties, intending to be legally bound, agree as follows:

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective authorized representatives. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

San Bernardino County on behalf of Arrowhead Regional Medical Center	Varonis Systems, Inc.
By:	By: 
Title:	Title: VP NAM
Date:	Date: July 1, 2024   15:40:58 EDT

Approved by Varonis Legal



Signature: Geraldine Shet

Name: Geraldine Shet

## **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 and/or environments monitored by the Subscription Services (the **“Authorized User(s)”**), and/or the data and events tracked and/or monitored by the Subscription Services (the **“Monitored Data”**).

1.4 **“Client 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, Proprietary 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 about Authorized Users’ activity and Subscriber’s applications that is collected and processed in or through the use of the Subscription Services by Subscriber.

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 Client 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 Client Program solely in Subscriber's computing device/environment; and (b) during the subscription period set forth in the applicable Purchase Confirmation, use the Client Program solely as required for using the Subscription Services in accordance with this Agreement.

### **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, as may be updated by Varonis from time to time ("**SLA**"), provided that any such update shall not adversely and materially affect Subscriber's rights.

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.

### **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 their intended usage, and/or in a way which may affect other subscribers

and their use of the Subscription Services or the service integrity or availability; (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 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 its Authorized Users and for each of the Authorized Users' compliance with this Agreement. 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.

4.5 Subscriber shall be solely responsible for ensuring that its use of the Subscription Services complies with all applicable laws (including, all privacy laws), rules, and regulations.

4.6 Subscriber acknowledges that the Subscription Services are subject to 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]. Notwithstanding Section 9.2, a breach by Subscriber of this Section shall entitle Varonis to terminate the Agreement and any rights granted hereunder immediately, without prior notice to Subscriber.

## 5. INDEMNIFICATION AND INSURANCE.

5.1 Intentionally omitted

5.2 Varonis shall indemnify, defend and hold Subscriber and its Affiliates, and their directors, officers, shareholders, employees and agents harmless from and against all Losses arising from any demands, claims or legal action by any third party based upon any claim that the Subscription Services violate or infringe intellectual property right of such third party. Varonis' indemnity obligation under this Section shall not extend to claims based on: (i) an unauthorized modification of the Subscription Services made by Subscriber where the Subscription Services would not be infringing without such modification, or (ii) Subscriber's combination of the Subscription Services with a third-party product unless the combination was contemplated in the Documentation; or (iii) Subscriber's use of the Subscription Services other than for its intended purposes.

5.3 If the Subscription Services become the subject of an indemnification claim, Varonis shall use reasonable efforts, at Varonis' option and sole expense to either: (i) procure for Subscriber the right to continue to use the Subscription Services as contemplated hereunder, or (ii) modify the

Subscription Services to eliminate any claim which might result from its use hereunder, provided that the Subscription Services' performance must remain at least as good as provided in the Documentation, or (iii) replace the Subscription Services with equally suitable, compatible and functionally equivalent non-infringing subscription services, at no additional charge to Subscriber. If the remedies in sub-sections (i)-(iii) are not commercially practicable, as shall be determined by Varonis, Subscriber shall cease using the Subscription Services and Varonis shall pay Subscriber a pro-rated refund of any pre-paid Fees for the remaining, unused portion of the subscription period. The remedies in this Section are exclusive with respect to any claim of infringement raised in connection with the Subscription Services.

5.4 The indemnified party will (x) provide the indemnifying party with a written notice of the claim, (y) grant the indemnifying party sole control over the defense and settlement of the claim (except that the indemnifying party may not settle any claim without the indemnified party's prior consent, which shall not be unreasonably withheld, except for a monetary settlement which fully releases the indemnified party), and (z) provide the indemnifying party reasonable assistance, at indemnifying party's expense.

5.5 Without in anyway affecting the indemnity herein provided and in addition thereto, Contractor shall secure and maintain throughout the Agreement term the types of insurance with limits as shown and under the requirements set forth in Attachment A, as attached hereto and incorporated herein.

## 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 Client Program, Documentation, roadmap, information related to Varonis' business, products, internal practices and any proprietary or sensitive information of Varonis (together, regardless of the manner in which it is furnished, the "**Confidential Information**"). Confidential Information shall exclude any information that the receiving party can demonstrate by clear and convincing 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 controlled affiliates and their directors, officers, employees, advisors or consultants (collectively, the "**Representatives**") on a strict "need to know" basis only, and provided that such Representatives are bound by written agreements to comply with the confidentiality obligations as protective as those contained herein; (b) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; (c) to keep the disclosing party's Confidential Information confidential using at least the same degree of care it uses to protect its own confidential information, which shall in no event be less than a reasonable degree of care. The receiving party shall remain liable at all times for

any breach of this Section by any of its Representatives.

6.3 If the Receiving Party receives a subpoena, other validly issued administrative or judicial process, public records request requesting Confidential Information of the Disclosing Party or is otherwise required to be disclosed under applicable law, it will, to the extent legally permissible, promptly notify the Disclosing Party and if requested by the Disclosing Party, tender to the Disclosing Party the defense of the subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, the Receiving Party will then be entitled to comply with the request to the extent permitted by law.

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.

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.

7.4 Subscriber Data is held and retained by Varonis in accordance with Varonis' Privacy Policy accessible at: <https://www.varonis.com/software-privacy-policy>. If Varonis Processes any Personal Data (as defined in the DPA) made available by Subscriber in connection with the Subscription Services, the terms of the Data Processing Addendum accessible at <https://www.varonis.com/saasdpa> ("**DPA**") will apply to any such Personal Data and the DPA shall be 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 agreed with the Reseller (the "**Fees**"). In the event Subscriber purchases the Subscription Services and/or Services directly from Varonis (and not through a Reseller), then the Parties shall negotiate in good faith the applicable provisions related to payment terms, pricing, taxes, and invoicing procedures in connection with such purchase.

8.2 All payments shall be made in U.S. dollars unless otherwise agreed by Varonis in writing.

8.3 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. If Varonis identifies a potential over usage based on the Subscriber's then current usage patterns, Varonis may notify the Subscriber and the parties shall work in good faith in an effort to address such matter and avoid the occurrence of such over usage. If, however, Subscriber's actual use of the Subscription Services exceeds the Authorized Usage for which the Subscription Services were purchased by the Subscriber as set forth in the applicable Purchase Confirmation (the "**Over Usage**"), Subscriber's Authorized Usage shall be updated to reflect and cover Subscriber's actual usage of the Subscription Services. Subscriber, whether directly or through the Reseller, shall be billed for the Over Usage and Subscriber agrees to pay the additional Fees promptly; such revised Fees shall be applicable for the remainder of the then current Subscription Services period.

8.4 Intentionally omitted

## **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 a party may have, each party may terminate this Agreement upon thirty (30) days' written notice to the other party, if the other party: (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 3.2 of 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; (ii) Subscriber will

pay any outstanding Fees up to the date of termination; and (iii) if termination is due to Subscriber's breach, any 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, (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, 5.5, 7, 8, 9, 10.2, 11, 11.2 and 13 will survive termination or expiration of this Agreement.

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

10.1 Each party represents and warrants that: (i) this Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms of this Agreement, and (ii) its execution and delivery of this Agreement and its performance hereunder will not violate any applicable law, rule or regulation. Varonis warrants that 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 EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT, 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 AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## 11. LIMITATION OF LIABILITY

11.1 NEITHER PARTY SHALL 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 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 AND LOST PROFITS; OR (B) FOR ANY AMOUNTS THAT EXCEED THE FEES RECEIVED BY VARONIS FOR THE SUBSCRIPTION SERVICES DURING THE 12 MONTHS PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM, IN EACH CASE, WHETHER OR NOT SUCH PARTY 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.

11.2 The limitations set forth above will not apply with respect to damages occasioned by: (A) the gross negligence, willful misconduct or fraud of a party; (B) claims that are the subject of a party's indemnification obligations under this Agreement; or (C) Subscriber's breach of its obligations under Sections 4.1 or 4.6.

## 12. EVALUATION

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**"). 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.

### 13. MISCELLANEOUS

**13.1 Publicity.** No news releases, advertisements, public announcements or photographs arising out of this Agreement or Varonis' relationship with Subscriber may be made or used without prior written approval 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 Assignment.** This Agreement is not assignable, transferable or sublicensable by either party except with the other party's prior written consent, which shall not be unreasonably withheld or delayed, except that Varonis may assign this Agreement Without obtaining Subscriber's consent to any of its Affiliates and/or any as part of reorganization, merger, acquisition, and/or other similar "change of control" transaction.

**13.4 No Agency.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect whatsoever.

**13.5 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; or on the third business day following posting, if posted by international air mail. Notices to Varonis shall be sent to: 1250 Broadway, 29th floor, New York, NY 10001, USA; Attn: Varonis Legal Department, varonis@legal.com. Notices to you shall be sent to the Subscriber's Address.

**13.6 Third Party Software.** The Subscription Services may 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 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.

**13.7 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 California, 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 the Superior Court of California, San Bernardino County, San Bernardino District. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District. The parties hereby consent to (and waive any challenge or objection to) personal jurisdiction and venue in the above-referenced courts. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are expressly excluded from this Agreement. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under indemnification and insurance obligations.

**13.8 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.

**13.9 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 health, financial or other similar restricted or sensitive data that is regulated under law, including but not limited to, HIPAA (Health Insurance Portability and Accountability Act), 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.

**13.10 Data Backup.** Although Varonis performs routine backups of its subscribers’ data, Subscriber is solely responsible for all data that Subscriber has transferred to Varonis or the Subscription Services (including Subscriber Data) or that relates to any activity Subscriber has undertaken using the Subscription Services. Subscriber agrees that Varonis shall have no liability to Subscriber for any loss or corruption of any such data.

**13.11 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.

**13.12 Amendments.** This Agreement may not be amended except by a written agreement signed by authorized representatives of both parties.

**13.13 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.

**13.14 Consent to Conduct Business Electronically.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

**13.15 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.

**13.16 Iran Contracting Act.** IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all contracts of one million dollars (\$1,000,000) or more). In accordance with California Public Contract Code section 2204(a), Varonis certifies that at the time the Agreement is signed, Varonis is not identified on a list created pursuant to subdivision (b) of CA Public Contract Code section 2203 as a person (as defined in CA Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of CA Public Contract Code section 2202.5, or as a person described in subdivision (b) of CA Public Contract Code section 2202.5, as applicable. Contractors are cautioned that making a false certification may subject the contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with CA Public Contract Code section 2205.

**13.17 Executive Order N-6-22 Russia Sanctions.** On March 4, 2022, California Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a

grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Varonis is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. Varonis shall be provided advance written notice of such termination, allowing Varonis at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of Subscriber.

**13.18 Campaign Contribution Disclosure.** Varonis has disclosed to Subscriber using Attachment B - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the San Bernardino County ("County") Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Varonis's proposal to Subscriber, or (2) 12 months before the date this Agreement was approved by the County Board of Supervisors. Varonis acknowledges that under California Government Code section 84308, Varonis is prohibited from making campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement. In the event of a proposed amendment to this Agreement, Varonis will provide Subscriber a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the County Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of Varonis or by a parent, subsidiary or otherwise related business entity of Varonis.

**[END OF AGREEMENT]**

## ATTACHMENT A INSURANCE REQUIREMENTS

Varonis agrees to provide insurance set forth in accordance with the requirements herein. If Varonis uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Varonis agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting the indemnity herein provided and in addition thereto, Varonis shall secure and maintain throughout the contract term the following types of insurance with limits as shown:
  - a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of Varonis and all risks to such persons under this contract. If Varonis has no employees, it may certify or warrant to the Subscriber that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Subscriber's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
  - b. Commercial/General Liability Insurance – Varonis shall carry General Liability Insurance covering all operations performed by or on behalf of Varonis providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
    - i. Premises operations and mobile equipment.
    - ii. Products and completed operations.
    - iii. Broad form property damage (including completed operations).
    - iv. Explosion, collapse and underground hazards.
    - v. Personal injury.
    - vi. Contractual liability.
    - vii. \$2,000,000 general aggregate limit.
  - c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If Varonis is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If Varonis owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
  - d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used,

the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- e. Professional Liability –Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

**or**

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Agreement completion.

- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved Subscriber entities and cover breach response cost as well as regulatory fines and penalties.
2. **Additional Insured.** All policies, except for Worker’s Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the Subscriber and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Subscriber to vicarious liability but shall allow coverage for the Subscriber to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
  3. **Waiver of Subrogation Rights.** Varonis shall require the carriers of required coverages to waive all rights of subrogation against the Subscriber, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Varonis and Varonis’s employees or agents from waiving the right of subrogation prior to a loss or claim. Varonis hereby waives all rights of subrogation against the Subscriber.
  4. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Subscriber.
  5. **Severability of Interests.** Varonis agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Varonis and the

Subscriber or between the Subscriber and any other insured or additional insured under the policy.

6. **Proof of Coverage.** Varonis shall furnish Certificates of Insurance to the Subscriber Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Varonis shall maintain such insurance from the time Varonis commences performance of services hereunder until the completion of such services.
7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. **[reserved]**
9. **Failure to Procure Coverage.** In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Subscriber has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Subscriber will be promptly reimbursed by Varonis or Subscriber payments to Varonis will be reduced to pay for Subscriber purchased insurance.
10. **Insurance Review.** Insurance requirements are subject to periodic review by the Subscriber. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Subscriber. Any failure, actual or alleged, on the part of the Subscriber to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Subscriber.



## ATTACHMENT B

### Campaign Contribution Disclosure (Senate Bill 1439)

#### **DEFINITIONS**

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which

1. Name of Contractor: <i>Varonis Systems, Inc.</i>
2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)? <i>No</i> Yes <input type="checkbox"/> If yes, skip Question Nos. 3 - 4 and go to Question No. 5.
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, <u>if</u> the individual actively supports the matter <u>and</u> has a financial interest in the decision: <i>N/A</i>
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): <i>N/A</i>

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Wholly-owned subsidiaries of Contractor:

VARONIS SYSTEMS CORP.

Varonis Systems (IRELAND) LIMITED

Varonis Systems (Australia) Pty Ltd

Varonis Systems (Netherlands) B.V.

VARONIS SINGAPORE PTE. LTD.

Varonis Systems (Luxemburg) S.à r.l.

Varonis France SAS

Varonis Systems (Deutschland) GmbH

Varonis (UK) Limited

Varonis Systems LTD

Varonis U.S. Public sector LLC

6. Name of agent(s) of Contractor: N/A

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district: N/A

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision: N/A

Company Name	Individual(s) Name

<p>9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?    <i>N/A</i></p> <p><b>no</b>, please skip Question No. 10.                      Yes    <input type="checkbox"/> If <b>yes</b>, please continue to complete this form.</p>		
<p>10. Name of Board of Supervisor Member or other County elected officer:</p> <p>_____</p> <p>Name of Contributor:</p> <p>_____</p> <p>Date(s) of Contribution(s):</p> <p>_____</p> <p>Amount(s): _____</p> <p>Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.</p>		

By signing below, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.

DocuSigned by:

Sam Wethje

B1823F81391845C...

Signature

Sam Wethje

Print Name

July 1, 2024 | 15:40:58 EDT

Date

Varonis

Print Entity Name, if applicable

does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), “shared management and control” can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources, or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**