

Varonis' Service Level Agreement

This Service Level Agreement, as may be amended from time to time by Varonis (“**SLA**”) describes the Support Services and applies to all subscribers who have paid the applicable Fees. This SLA is part of and governed by the terms of the subscription services agreement governing Subscriber’s use of the Subscription Services (the “**Agreement**”). In the event of a conflict between the terms of this SLA and the terms of the Agreement, the terms and conditions of this SLA shall control. Capitalized terms not defined in this SLA shall have the meaning assigned to them in the Agreement.

A. Scope of Support Services

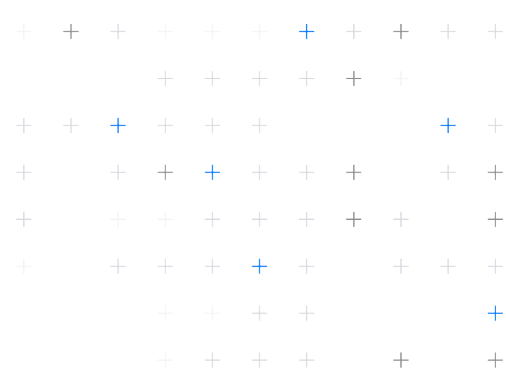
1. The Support Services include the following:

- web based and telephone support for installation and general use questions;
- access to Varonis’ Support Portal, Knowledgebase and Subscriber Community
 - Creation, update and managing Subscriber’s support cases online
 - Unlimited Knowledge Base access
 - Unlimited access to technical documents;
- use of Varonis’ dedicated toll-free number (<https://www.varonis.com/services/support>); and
- two Subscriber’s named contacts.

2. Provision of Updates; Supported Versions of the Subscriber Program.

- Varonis shall make available to Subscriber Updates of the Subscriber Program, if and when Varonis makes such Updates generally available to its other subscribers. Notwithstanding Varonis’ obligations hereunder or under the Agreement, Varonis shall have no responsibility or liability of any kind arising out of, or resulting from, Subscriber’s failure to correctly and timely install the Updates. Varonis will provide Support Services under this SLA only for the current and available version of the Subscriber Program. For the purpose hereof, “**Updates**” means new versions, modifications, work around, upgrades, patches, error-correction, improvements, fixes, releases hotfixes, service packs, feature packs, in each case, which are designed and released by Varonis to optimize and/or repair the operation of the Subscriber Program. Updates shall not include any new functionality, features or modules offered by Varonis as separate or additional products, components or add-ons. All Updates are subject to the terms and conditions of the Agreement.
- Each Version of the Subscriber Program shall be supported for as long as such Version is the current Version and for an additional six (6) months period after the release of the next Version (for example, Version 1.4 shall be supported for as long it is the current Version and for six (6) months after the release of Version 1.5 (even if subsequent Versions were released during such six (6) months period).

“**Version**” shall mean a subsequent release of a Subscriber Program and its associated Documentation denoted by a change in the first and/or second numeral of the Subscriber Program’s release number (e.g., a change from v.1.3.3 to v.2.0 or from v.1.4 to v.1.5). “**Versions**” shall not include new functionalities, features or modules offered by Varonis as separate or additional products, components or add-ons.



3. Hours of Operation and Contact Information.

Regional Hours of Operations:

North America: Monday–Friday, 09:00-21:00 EST, for a list of observed holidays, click [here](#)

EMEA: Monday–Friday, 09:00-21:00 CET, for a list of observed holidays, click [here](#)

APAC: Monday–Friday, 09:00-21:00 China Standard Time, for a list of observed holidays, click [here](#)

Each Subscriber may choose only one of the time zones identified above for the Support Services (if no time zone is chosen by the Subscriber, Varonis will set the time zone based on the address listed in the purchase order issued to Varonis). Such time zone shall dictate the hours of support provided by Varonis irrespective of the location(s) in which the Subscriber Program is installed and/or the territories from which the Subscription Services are used by Subscriber.

Contact Support: <http://www.varonis.com/services/support/>

4. The Support Services do not include the following:

- operating systems and third-party applications;
- alterations or revisions to the Subscription Services made by the Subscriber or third parties;
- use of the Subscription Services other than as authorized in the Agreement;
- use of any Subscription Services that has been announced as End of Life (including unsupported Versions of the Subscriber Program).
- escalations from Subscriber personnel other than the Subscriber’s named contacts;
- issues with respect to which Varonis has provided corrections that were not implemented by the Subscriber; or data requested from Subscriber which was not provided in a timely manner;
- Subscription Services rendered as part of an Evaluation Subscription, beta versions, private preview features or technology or other offerings available on an early access or private preview basis. Varonis may, at its sole discretion, (i) change or discontinue any beta versions or private preview features, at any time and without notice to subscribers; (ii) choose not to release a beta version and/or private preview feature into “General Availability,” and (iii) charge fees for beta versions and private preview features, if fully released;
- any migration services; and
- issues of performance when the Subscriber’s environment does not meet Varonis’ sizing recommendations as provided to Subscriber, or as set forth in the Documentation.

B. Availability; Service Credits

1. Availability. Varonis will use commercially reasonable efforts to assure that Subscriber is able to access the Varonis’ web application of the Subscription Services at least 99% of the time, as measured by Varonis over the course of twelve (12) months period(s) (the “**Availability**”). In the event that Varonis does not meet the Availability commitment set forth herein, Subscriber will be eligible to receive a Service Credit as described below.
2. Availability Exclusions. The Availability commitment does not apply to any performance or availability issues which resulted from or which are related to any of the following: (i) Scheduled Maintenance - planned downtime of which Varonis provides at least three (3) days’ notice to

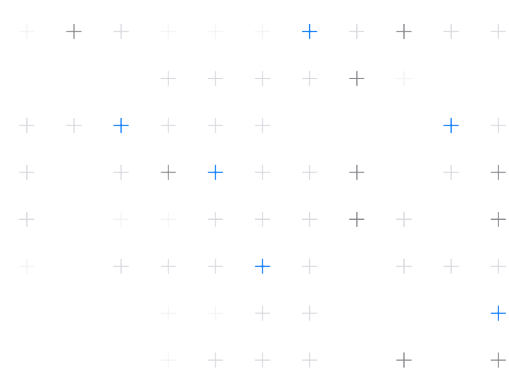


Subscriber, except for planned downtime of up to 30 minutes during the weekend hours, for which notice shall not be required. Varonis will use commercially reasonable efforts to schedule all planned downtime during the weekend hours; (ii) **Unscheduled Maintenance** – maintenance required to prevent and/or address substantial harm to the Subscription Services. To the extent practicable, Varonis shall use reasonable efforts to notify Subscriber of any emergency maintenance; (iii) Force Majeure event(s); (iv) Subscriber’s, an authorized user’s or any other third-party’s actions or inactions, including, without limitation, Subscriber’s failure to properly set up and operate the Subscription Services in accordance with the Agreement, issues resulting from Subscriber’s equipment, connectivity, software or hardware, or the performance of any security scanning and/or penetration testing by Subscriber; and (v) Varonis’ exercise of its rights under the Agreement or under applicable law, including suspension or termination of Subscriber’s right to use the Subscription Services in accordance with the Agreement.

- 3. **Service Credits.** Service Credits apply in any calendar year in which the Availability falls within the ranges set forth in the table below.

Annual Availability Percentage	Service Credit Percentage
Less than 99% but greater than or equal to 97%	2% of Applicable Fee
Less than 97% but greater than or equal to 95%	4% of Applicable Fee
Less than 95% but greater than or equal to 93%	8% of Applicable Fee
Less than 93% but greater than or equal to 90%	10% of Applicable Fee
Less than 90%	20% of Applicable Fee

- 4. **Credit Request and Payment Procedures.** In order to receive a Service Credit, Subscriber must submit a claim by opening a case with Varonis technical support within thirty (30) days after the end of the calendar year during which the Availability commitment was not met, which must include: (i) the words “SLA Credit Request” in the subject line; (ii) the calendar year for which Subscriber is claiming Service Credits together with the dates and times of each incident of claimed non-Availability; and (iii) logs or other information evidencing the failure to meet the Availability (any confidential or sensitive information should be removed or redacted). Subscriber’s failure to open the case with the information required above will disqualify Subscriber from receiving a Service Credit. If Varonis confirms the Availability was not met, then Varonis will issue Subscriber a note confirming that Varonis will apply the applicable Service Credit towards Subscriber’s next invoice.
- 5. **Maximum Credits; Dispute Resolution.** Service Credits will not entitle Subscriber to any refund or other payment from Varonis. Service Credits may not be transferred or applied to any other account. The aggregate maximum Service Credits to be issued to Subscriber for any and all incidents in which Availability was not met will not exceed 20% for each annual subscription period. This SLA states Subscriber’s sole and exclusive remedy for any failure by Varonis to meet the Availability commitment herein. If a dispute arises with respect to this SLA, Varonis will make a determination in good faith based on its system logs, monitoring reports, configuration records, and other available information. Varonis, at its reasonable discretion, will make such information available for review by Subscriber at Subscriber’s reasonable prior written request, on a case-by-case basis, subject to appropriate privacy and security protections.



C. Error Severity Levels and Response Time

Error Severity Level	Description	Contact Method	Response Time*
Severity 1	A down situation where core component(s) of the Subscription Services is/are non-operational and there is no known work-around	Notify Support via portal or phone	up to 2 hours, during the Hours of Operation chosen by the Subscriber
Severity 2	A major component of the Subscription Services is not functioning and no work-around is available, but the Subscription Services still supports core functionality		up to 4 hours, during the Hours of Operation chosen by the Subscriber
Severity 3	A minor component of the Subscription Services is not functioning		24 hours, during the Hours of Operation chosen by the Subscriber

* Response Time: the time between Subscriber’s initial contact and the acknowledgment response by Varonis. To qualify for the above response times, Subscriber is required to cooperate with Varonis in providing reproducible results for errors reported.

Escalation Procedures. Varonis’ escalation procedures raise the visibility of Subscriber’s most important issues internally. Varonis may, at its discretion, pass any issue into the escalation process. Varonis’ standard escalation process includes evaluating the severity level of the issue. Varonis’ goal is to address issues in a timely manner taking into consideration the severity of the issue. In general, if Subscriber is not satisfied with a response from the Technical Support staff, Subscriber may request that the issue will be escalated to a Support Team Lead or to the Director of Technical Support. Once an issue is escalated, Varonis Technical Support will coordinate a call or a meeting with Subscriber’s resources for gathering relevant data required to identify and address the issue. Subscriber shall provide adequate resources and the requested data in a timely manner in order to enable Varonis to best address the issue.

D. Subscriber Obligations

In order for Varonis to provide the Support Services, Subscriber shall (i) ensure the readiness and appropriate conditions of its hardware, computerized systems and environment; (ii) cooperate with Varonis’ requests which may include, without limitation, enabling Varonis to remotely access the relevant systems and environments (including the Subscriber Program) and provide Varonis with the required permissions and configurations; (iii) provide all available information about a reported error(s) and take all such reasonable measures requested by Varonis in order to detect and provide further information with respect to each error, and (iv) ensure that its contacts authorized to receive the Support Services are fully available and knowledgeable with respect to the Subscription Services and capable of receiving remote instructions from Varonis.