

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: MIS
Department contract file name (use effective date): ePlus_MIS_20230220
Project Code: Click here to enter text.
Contract type: Agreement
Contracted Services/Goods: Varonis Data Protection Services
Contract Component: Master
Change Order Number/Addendum Number: Click here to enter text.
Vendor Name: ePlus
Effective Date: 02/20/2023
Approved by: Commissioners
Date approved by the BOC: 02/20/2023
Ending Date: 2/20/2026
Total Amount: \$263,421.00

Please Return Contract to:
Name: Carla Daniel
Email: carla.daniel@chathamcounty
nc.gov
Special Instructions for Clerks
Office:

2. Department Head or his/her designee has read the contract in its entirety.
By: [Signature] (Department Head signature required)

3. County Attorney has reviewed and approved the contract
County Attorney has reviewed and rejects the contract Reason: _____

This is an automatic renewal and does not require approval from the County Attorney: Yes No

If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes No

5. Vendor has signed the contract. Yes No

6. A budget amendment is necessary before approval. Yes No
If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

Clerk's Office Only

Finance Officer has signed the contract
 The Finance Officer is not required to sign the contract

Carla Daniel

From: Lacey George
Sent: Tuesday, February 21, 2023 9:01 AM
To: Carla Daniel; Nicholas Haffele
Cc: Lindsay Ray
Subject: Approved Agenda Item

Hi there,

The following agenda item was approved:

23-4678	1	Agenda Item	Vote on a request to approve the three-year contract service for \$263,421.
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Please remember if you have contracts/agreements/leases on the Board of Commissioners agenda, it is your responsibility to get those to the Manager's Office with a routing form and flagged for all signatures.

At this time, these documents are to be placed in the black tray at the front desk that is labeled "SIGNATURES REQUESTED".

Thank you,

Lacey Lea George

Deputy Clerk to the Board of Commissioners
Chatham County Government
County Manager's Office
Email: Lacey.george@chathamcountync.gov
919-542-8200 (Phone) | 919-542-8272 (Fax)
chathamcountync.gov
12 East Street | P.O. Box 1809
Pittsboro, NC 27312

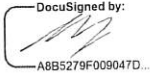
In keeping with the NC Public Records Law, e-mails, including attachments, may be released to others upon request for inspection and copying.

SUBSCRIPTION SERVICES AGREEMENT
****EARLY BIRD OFFER**

This Subscription Services Agreement (Early Bird Offer) (this "Agreement") is entered into on February 21, 2023 by and between **Varonis Systems, Inc.**, a Delaware corporation, having its principal place of business at 1250 Broadway, 28th floor, New York, NY 10001 and its subsidiaries and affiliates ("**Varonis**") and County of Chatham, a [redacted] corporation, with a principal place of business at [PO Box 1809, Pittsboro, North Carolina, 27312] ("**Subscriber**"). *body politic and corporate of North Carolina.*

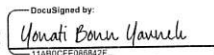
WHEREAS, Varonis holds proprietary rights of certain Subscription Services and **WHEREAS**, subject to the terms of this Agreement, Varonis agrees to grant Subscriber, as an early bird offer (the "**Early Bird Offer**"), a limited right to access and use the Subscription Services and provide Subscriber with certain Services in connection with the Subscription Services; and **WHEREAS**, Subscriber agrees and acknowledges that concurrently with a GA Release (as defined below), the Early Bird Offer shall terminate and an updated subscription services agreement shall apply to the parties; **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.

County of Chatham By: <i>[Signature]</i> Dan LaMontagne Title: <i>County Manager</i> Date: <i>2/22/23</i>	Varonis Systems, Inc. By: Greg Pomeroy  Title: Vice President of Sales, North America Date: February 22, 2023 09:53:42 EST
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This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature]
Roy Lynch, Finance Officer

Approved by Varonis Legal
Signature: 
Name: Yonati Bonn Yavneh

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 relevant usage level purchased by Subscriber, which shall include such usage metric(s) and factor(s) as identified in the applicable Purchase Confirmation. The Authorized Usage may be based upon, 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, resources 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 and 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.

5.1 Subscriber hereby agrees to defend, indemnify, and hold Varonis and its Affiliates, and their directors, officers, shareholders, employees and agents 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 claim that the Monitored Data or the use thereof in connection with the Subscription Services infringes or misappropriates a third party's Intellectual Property Rights, privacy rights or applicable laws.

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.

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 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 Disclosing Party of such required disclosure notify the promptly and in writing 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 it 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.

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 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). 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. 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.

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

8.6 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 an over usage, Varonis may notify Subscriber that its usage exceeds the Authorized Usage limitations. In such case, the original Authorized Usage shall be updated to reflect Subscriber's applicable usage tier and the parties shall work in good faith in an effort to address such matter.

8.7 Upon reasonable notice to Subscriber, not more than once per year, Varonis shall have the right to perform, and Subscriber agrees to reasonably cooperate and assist Varonis or any of its representative with, an audit, review or investigation (the "Audit") that relates to (i) Subscriber's compliance with applicable laws and regulations; (ii) any amounts payable by the Subscriber and/or due to Varonis. In connection with an Audit, 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 Proprietary Information. Varonis will bear all costs of the Audit unless the Audit shows any non-compliance by Subscriber, in which case Subscriber will bear all reasonable expenses incurred by Varonis in the performance of the Audit. Subscriber will immediately rectify non-compliance discovered in the Audit as requested by Varonis. The foregoing is without derogating from any other right or remedy Varonis may have under this Agreement and/or under any applicable law.

9. TERM AND TERMINATION.

9.1 This Agreement shall remain in effect until the earlier of: (i) the general availability of the Subscription Services to Varonis' customers (the "GA Release"), pursuant to which the Early Bird

Offer shall terminate, and an updated subscription services agreement shall replace this Agreement; or (ii) the period specified in the initial Purchase Confirmation issued by Varonis to Subscriber (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, 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) 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, (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, 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 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.** 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, subject to Subscriber's prior written approval. 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 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Subscriber except with Varonis' prior written consent, which shall not be unreasonably withheld or delayed. Varonis may transfer and assign this Agreement and/or any of its rights and/or obligations under this Agreement without consent.

13.4 **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.

13.5 **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; 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: 1250 Broadway, 28th 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 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, each party may seek equitable relief in any competent jurisdiction in an action for protection of its

Intellectual Property Rights or Proprietary Information. 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.

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

13.12 Entire Agreement. For the Early Bird Offer and until the GA Release, 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.

13.13 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.

13.14 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.



Customer Name: CHATHAM COUNTY
Quote No: 22926568
Quote Name:
Quotation Date: 02/01/2023

Sales Support Contact: TESS ROEHRIG
Sales Support Phone: (910) 679-3720
Sales Support Email: TESS.ROEHRIG@EPLUS.COM

Customer PO No:
Order No:
Expiration Date: 03/17/2023

Account Executive: PHILLIP GREENE
Account Executive Phone: 919-767-2961
Account Executive Email: pgreene@eplus.com

ePlus Technology inc, 13595 Dulles Technology Drive, Herndon, VA, 20171

External Notes: OMNIA CONTRACT R200803 PRICING

Notwithstanding anything to the contrary, the following terms (the "Order Terms") shall apply and supersede any conflicting terms with regards to the products and services on this quote (the "Products and Services") and Chatham County ("Customer") agrees that the Order Terms are hereby incorporated into any order placed by Customer for the Products and Services (an "Order").

- Term: 36 months.
- Annual Payments: The total fee on this quote ("Total Fee") shall be payable in installments as set forth below:
 - o Payment 1: \$87,807.00 invoiced on execution of this quote or the initial purchase order.
 - o Payment 2: \$87,807.00 due on the first anniversary date of Payment 1;
 - o Payment 3: \$87,807.00 due on the second anniversary date of Payment 1;
- Customer may terminate its order and payment obligations with respect to future fiscal years in the event that it lacks funding from appropriated and other lawful sources to continue the order, provided that: (i) Customer shall use its best efforts to obtain funding from appropriated and other lawful sources to continue the order for the full Term and make all Payments and (ii) Customer shall notify ePlus no later than each anniversary of the Start Date during the term of any such termination. If Customer provides notice of termination for non-appropriation as set forth herein, the order shall terminate as of the last day of the then-current year, and Customer shall de-install and remove all copies of the software from its systems by the termination date. Customer's failure to timely notify ePlus and de-install and remove all copies of software shall be a material breach of these terms.
- Any professional services and/or training services offered under this quote are invoiced in Payment 1 and shall be deemed provided by Varonis Systems, Inc. ("Varonis") within three (3) months of the first invoice issued in connection with this quote, unless Customer advises Varonis otherwise in writing during such three-month period. Any use of Varonis' DataPrivilege software is subject to acceptance of the End User License Agreement applicable to Varonis' software."

Fees do not include sales, use or other applicable taxes, shipping, tariffs or duties which Customer may be required to pay. By signing this quote or issuing the initial purchase order for the Products and Services, Customer agrees to these Order Terms and that Customer's obligation to pay the Total Fee due hereunder shall be absolute, non-cancellable and unconditional in all events, and shall not be subject to any abatement, reduction, set-off, defense, termination of services, counterclaim or recoupment due or alleged to be due by any reason unless otherwise provided in these Order Terms. Any such defenses or claims Customer has may only be attempted to be enforced against other parties, such as the product or service provider, and not against ePlus and shall not be a basis for Customer failing to make all payments due under these Order Terms to ePlus. Customer acknowledges that it is a sophisticated party and understands the meaning of this clause and that this clause is clear and unambiguous. Customer's signature below or issuance of a purchase order in connection with this quote shall be deemed Customer's acceptance of the foregoing terms

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext. Price
001	CL-1-50S	VARONIS	1 COLLECTOR ON-PREM SUBSCRIPTION	1	4,725.00	4,725.00
002	V365-501-750SA	VARONIS	600 VARONIS FOR MICROSOFT 365 SAAS SUBSCRIPTION FO R 12 MONTHS	600	138.47	83,082.00
Sub-Total (USD)						87,807.00

		Year Two		Year Three	
003	CL-1-50S	VARONIS	1 COLLECTOR ON-PREM SUBSCRIPTION	1	4,725.00
004	V365-501-750SA	VARONIS	600 VARONIS FOR MICROSOFT 365 SAAS SUBSCRIPTION FO R 12 MONTHS	600	83,082.00
				Sub-Total (USD) 87,807.00	
		Year Three			
005	CL-1-50S	VARONIS	1 COLLECTOR ON-PREM SUBSCRIPTION	1	4,725.00
006	V365-501-750SA	VARONIS	600 VARONIS FOR MICROSOFT 365 SAAS SUBSCRIPTION FO R 12 MONTHS	600	83,082.00
				Sub-Total (USD) 87,807.00	
				Sub Total (USD): 263,421.00	
				Est. Tax (USD): TBD if Applicable	
				Shp&Hnd (USD): TBD	
				Total (USD): 263,421.00	

All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at www.ePlus.com govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.

PLEASE NOTE: Recent supply chain disruption and tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Related manufacturer policy changes may result in orders being non-cancelable and products non-returnable except in accordance with the manufacturer warranty. Please confirm pricing and other restrictions prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.

Customer Acceptance Signature: <u><i>Dan LaMontagne</i></u> Name: <u><i>Dan LaMontagne</i></u> Title: <u><i>County Manager</i></u> Date: <u><i>2/23/23</i></u> Customer PO #: _____	Bill To CHATHAM COUNTY CHATHAM COUNTY MIS PO BOX 608 PITTSBORO NC 27312 UNITED STATES ATTN: ACCOUNTS PAYABLE	Ship To CHATHAM COUNTY UNITED STATES
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This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Rybynych

