



PART 3: SERVICES SPECIFIC TERMS AND CONDITIONS

1. OVERVIEW

1.1 This part of the Agreement is divided into the following sub-parts:

Sub-part 3.1	Subscription Services Specific Terms and Conditions
Sub-part 3.2	T&M Services Specific Terms and Conditions
Sub-part 3.3	Training Specific Terms and Conditions

SUB-PART 3.1: SUBSCRIPTION SERVICES SPECIFIC TERMS AND CONDITIONS

THESE SUBSCRIPTION SERVICES SPECIFIC TERMS AND CONDITIONS INCORPORATE AND ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS. IN THE EVENT OF CONFLICT BETWEEN THESE SUBSCRIPTION SERVICES SPECIFIC TERMS AND CONDITIONS AND THE GENERAL TERMS AND CONDITIONS, THE GENERAL TERMS AND CONDITIONS SHALL PREVAIL.

1. SERVICE DESCRIPTION.

- 1.1 Each Quote for Subscription Services contains a standard packaged offering and sets out the scope and term of such Subscription Services ("**Service Description**").
- 1.2 Within the Service Description, a fixed number of hours or Service Outcomes shall be set out, to be provided on a capped basis (either capped per week, month or other finite period of time or limited to the Service Outcomes within specified time period). Where a Service Description is time-based, unused hours shall not carry over to the next week or month and shall be deemed forfeited with no right of refund.
- 1.3 Subscription Services are limited to the activities set out in the Service Description and shall exclude hardware maintenance and repair, software maintenance and support, infrastructure, console, time and materials services, training services or any other activities not specifically described in the Service Description.
- 1.4 Subscription Services do not include any rights or entitlements to Products. Subscription Services are a distinct contractual entitlement from Products.

2. OPERATIONAL MATTERS.

2.1 Remote only.

All Subscription Services shall be provided remotely. Onsite services are available in Sub-part 3.2 of this Agreement.

2.2 No custom development.

No custom development shall take place in connection with any Subscription Services.

2.3 End User dependencies.

- 2.3.1 End User acknowledges that Imperva is dependent on the cooperation of End User in order to provide Subscription Services.
- 2.3.2 To the extent that End User fails to meet a dependency that Imperva reasonably requires in order to provide Subscription Services, Imperva shall be relieved of its obligation to provide Subscription Services.
- 2.3.3 For the purpose of this Section 2.3, Imperva shall be deemed to be dependent on End User with respect to the following:
 - (a) remote access and maintaining sufficient equipment and technology to facilitate Imperva to provide the Subscription Services; and
 - (b) promptly providing Imperva with such information as may be reasonably required to enable Imperva to provide the Subscription Services.

3 WARRANTY AND DISCLAIMER.

- 3.1 Imperva warrants that the Subscription Services shall be performed in a professional and workmanlike manner.
- 3.2 In the event of a breach of Section 3.1, Imperva shall at its sole option and expense, either:
- (a) re-perform the applicable Subscription Services in a manner that is compliant with such warranty; or
 - (b) in the event Imperva is unable to do so after using commercially reasonable efforts, terminate all or part of the applicable Subscription Services and upon such termination, Imperva shall promptly refund End User all fees paid for the non-compliant Subscription Services.
- 3.3 The rights and remedies granted to End User under this Section 3 state Imperva's entire liability, and End User's sole and exclusive remedy, with respect to any breach of the warranty set forth in this Section 3.

4 SERVICE COMMENCEMENT.

- 4.1 All Subscription Services shall commence at a mutually agreed time between the parties, to take place as soon as reasonably possible following acceptance of the relevant Order.
- 4.2 If a Subscription Service is not fully utilized within twelve (12) months of the date of acceptance of the relevant Order, all unused Subscription Services shall be deemed forfeited without refund.

SUB-PART 3.2: T&M SERVICES SPECIFIC TERMS AND CONDITIONS

THESE T&M SERVICES SPECIFIC TERMS AND CONDITIONS INCORPORATE AND ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS. IN THE EVENT OF CONFLICT BETWEEN THESE T&M SERVICES SPECIFIC TERMS AND CONDITIONS AND THE GENERAL TERMS AND CONDITIONS, THE GENERAL TERMS AND CONDITIONS SHALL PREVAIL.

1. STATEMENT OF WORK.

- 1.1 Where a Quote contains T&M Services, the specific T&M Services to be provided shall be set out in a Statement of Work which shall be signed by duly authorized representatives of Imperva and End User.
- 1.2 T&M Services are limited to the activities set out in the Statement of Work and shall exclude hardware maintenance and repair, software maintenance and support, infrastructure, console, training services or any other activities not specifically described in the Statement of Work.
- 1.3 T&M Services do not include any rights or entitlements to Products. T&M Services are a distinct contractual entitlement from Products.

2. OPERATIONAL MATTERS.

2.1 Remote default.

The default position is that the T&M Services shall be provided remotely. Should on-site services be required, End User shall pay Imperva additional travel, lodging and sustenance expenses in accordance with Imperva's then-current rates. For on-site T&M Services, End User shall:

- (a) provide Imperva personnel with reasonable office space and necessary access to hardware and other systems; and
- (b) comply in all material respects with applicable laws relating to the treatment of Imperva personnel who are on End User's premises.

2.2 No custom development.

No custom development shall take place in connection with any T&M Services.

2.3 End User dependencies.

- 2.3.1 End User acknowledges that Imperva is dependent on the cooperation of End User in order to provide T&M Services.
- 2.3.2 To the extent that End User fails to meet a dependency that Imperva reasonably requires in order to provide T&M Services, Imperva shall be relieved of its obligation to provide T&M Services.
- 2.3.2 For the purpose of this Section 2.3, Imperva shall be deemed to be dependent on End User with respect to the following:
 - (c) remote access and maintaining sufficient equipment and technology to facilitate Imperva to provide the T&M Services; and
 - (d) promptly providing Imperva with such information as may be reasonably required to enable Imperva to provide the T&M Services.

3 WARRANTY AND DISCLAIMER.

- 3.1 Imperva warrants that the T&M Services shall be performed in a professional and workmanlike manner.
- 3.2 In the event of a breach of Section 3.1, Imperva shall at its sole option and expense, either:
- (a) re-perform the applicable T&M Services in a manner that is compliant with such warranty; or
 - (b) in the event Imperva is unable to do so after using commercially reasonable efforts, terminate all or part of the applicable T&M Services and upon such termination, Imperva shall promptly refund End User all fees paid for the non-compliant T&M Services.
- 3.3 The rights and remedies granted to End User under this Section 3 state Imperva's entire liability, and End User's sole and exclusive remedy, with respect to any breach of the warranty set forth in this Section 3.

4. SERVICE COMMENCEMENT.

- 4.1 All T&M Services shall commence at a mutually agreed time between the parties as set forth in the Statement of Work.
- 4.2 If a T&M Service is not fully utilized within twelve (12) months of the date of acceptance of the relevant Order, all unused T&M Services shall be deemed forfeited with no right to a refund.

SUB-PART 3.3: TRAINING SERVICES SPECIFIC TERMS AND CONDITIONS

THESE TRAINING SERVICES SPECIFIC TERMS AND CONDITIONS INCORPORATE AND ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS. IN THE EVENT OF CONFLICT BETWEEN THESE TRAINING SERVICES SPECIFIC TERMS AND CONDITIONS AND THE GENERAL TERMS AND CONDITIONS, THE GENERAL TERMS AND CONDITIONS SHALL PREVAIL.

1. SCOPE.

The scope of the relevant Training Services is set forth in Imperva's training catalog.

2. EXPIRATION OF TRAINING.

Training Services shall be completed within twelve (12) months of the date an Order is accepted. If Training Services are not fully utilized within twelve (12) months of the date of acceptance of the relevant Order, all unused Training Services shall be deemed forfeited with no right to a refund.

3. COURSE CANCELLATION.

- 3.1 If a student is unable to attend the class in which they are enrolled, please contact Imperva by emailing training@imperva.com. A substitute may attend that student's place, or the student can participate in a later session, subject to Section 2 above.
- 3.2 For all Imperva hosted training, students may cancel their enrollment no later than twenty-five (25) business days prior to the course's start date. Students canceling fewer than twenty-five (25) business days prior to the course start date must pay for the course and are not entitled to a refund.
- 3.3 Imperva shall notify students of course cancellation at least ten (10) business days prior to the start of the course, and shall credit paid tuition towards a future training.
- 3.4 For all Imperva private training, End Users must cancel their booking by emailing training@imperva.com no later than twenty (20) business days prior to the course's date. End Users cancelling their private booking fewer than twenty (20) business days prior to the course start date must pay travel related expenses incurred by Imperva.
- 3.5 Imperva reserves the right to cancel a course. In the event that Imperva must cancel a course, Imperva assumes no financial liability for any cancellation fees, including non-refundable airfare, hotel and rental costs.
- 3.6 Online e-learning courses are non-refundable and no cancellation is permitted.
- 3.7 Subscriptions are non-refundable and no cancellation is permitted.
- 3.8 On-line registrations: If a student is unable to attend the class in which they are enrolled, but prefers to schedule for a different session, the student may do so by un-enrolling from the course in the online system or by contacting training@imperva.com. The student must re-enrol and complete the training within 60 days.
- 3.9 Imperva Private Training: Any rescheduling of training with less than 20 business days prior written notice to training@imperva.com, shall be subject to a rescheduling fee of US\$2,500; the fee is subject to modification or increase at Imperva's discretion.

4. LIMITED WARRANTY.

EXCEPT AS EXPRESSLY STATED HEREIN, THE TRAINING IS PROVIDED "AS IS" AND IMPERVA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. IMPERVA HEREBY SPECIFICALLY DISCLAIMS, ON BEHALF OF ITSELF AND ITS PARTNERS AND SUPPLIERS, ALL

IMPLIED WARRANTIES AND CONDITIONS, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SAVE IN RESPECT OF THOSE LIABILITIES WHICH CAN NOT LEGALLY BE LIMITED, IMPERVA (AND ITS SUPPLIERS OR PARTNERS) SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, DIRECT, SPECIAL OR PUNITIVE DAMAGE, LOSS OR EXPENSES, BUSINESS INTERRUPTION, LOST BUSINESS, LOST PROFITS, LOST OPPORTUNITY, OR LOST SAVINGS, EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE. NEITHER PARTY SHALL BE LIABLE FOR DELAYS OR FAILURE IN PERFORMANCE DUE TO CAUSES BEYOND ITS REASONABLE CONTROL.