

Overview

Required terms and conditions / notices for open source or other separately licensed software products or components are identified in this document.

All Products: Open source software (OSS)

OSS is subject to GPL/LGPL and other licenses. Copies of or references to those licenses for the relevant OSS made available or utilized in connection with the Products can be found in the Documentation. If delivery of source code is required by the applicable license, End User may obtain the complete corresponding Open Source Software source code for a period of three years after Imperva's last shipment of the Software, by sending a request to: Legal Department – Open Source Software Request, Imperva, Inc., One Curiosity Way. San Mateo, CA 94403, United States.

Application Security: Advanced Managed DNS

- This is a third party-owned product, licensed to Imperva by IBM and its third-party providers (collectively, "**Third Party DNS Provider**"). End User expressly agrees that Imperva may subcontract for the product and associated services to Third Party DNS Provider and its affiliates, plus subcontractors of each.
- Notwithstanding any other terms contained within this Agreement, the End User shall be bound by the following terms in respect of the Advanced Managed DNS:
 - Permitted Uses:
 - End User shall not use the Advanced Managed DNS (i) for mass surveillance, racial profiling, or any use that violates or encourages the violation of basic human rights or other applicable laws and regulations; (ii) to distribute false, misleading, disparaging or obscene information or content; (iii) to provide fully automated decision making in connection with use cases involving critical processes or the risk of loss of life, property or impact on an individual's legal rights; (iv) in a manner that impersonates another for deceptive purposes or conceals the fact a user is interacting with AI; or (v) to distribute or intentionally generate malware or other harmful code.
 - Audits:
 - Upon reasonable notice, and not more than once per calendar year unless Imperva or Third Party DNS Provider have reasonable cause to believe a violation of the applicable governing terms has occurred, Third Party DNS Provider and its independent auditors may audit End Users' compliance with the terms of the End User License Agreement. These compliance obligations remain in effect during the term of the Order for Managed DNS, and for two years thereafter.

- Use of Combined Products: End User is not authorized to use the Advanced Managed DNS separately from the other Imperva Products and Services included in the relevant Order.
- End User acknowledges that if an issue with Advanced Managed DNS is in whole or in part the cause of service unavailability for any other Imperva Product or Service, Imperva shall be relieved of any obligation under the applicable SLA or otherwise to provide the impacted other Imperva Product or Service.
- Data Use:
 - Third Party DNS Provider will not use or disclose the results arising from End User's use of the Advanced Managed DNS that are unique to End User's content or that otherwise identify End User. Third Party DNS Provider may however use Threat Data and Usage Data and other information that result from the same as part of Managed DNS for the purpose of managing and improving the Advanced Managed DNS and other services that utilize the same underlying technology. Third Party DNS Provider may share threat identifiers and other security information embedded in End User personal data for threat detection and protection purposes. The provisions of this section will survive the termination or expiration of the End User License Agreement.
- Third Party DNS Terms:
 - Managed DNS application layer (in whole or in part) and End User's data and content are hosted by a third-party cloud service platform. To the extent, if such third-party cloud service platform provider withdraws or terminates its services Third Party DNS Providers may (i) provide End User access to a functionally-equivalent service; or (ii) terminate the Advanced Managed DNS immediately upon the effective date of such termination by providing notice of termination to End User. Use of such services are subject to the following terms:
 - (i) <https://aws.amazon.com/agreement/>, (ii)
 - <https://www.intuit.com/privacy/statement/>, and (iii)
 - <https://mailchimp.com/about/security/>.

Application Security: Google Maps

Use of any Google Maps integration included as part of the Products or Services is subject to all of the following terms, which Imperva is obligated to pass through to End User. End User is bound by the (i) [Google Maps / Google Earth Additional Terms of Service](#), (ii) [Google Privacy Policy](#), (iii) [Google Maps / Google Earth Legal Notices](#), and the (iv) [Google Maps and Earth Enterprise Universal Acceptable Use Policy](#). End User shall not use the Google Maps integration in any country where Google is restricted by applicable law or regulatory agency from providing Google Maps. Please refer to [Google's "Prohibited Territory" list](#) for a list of restricted countries.

Application Security and Data Security: Oracle Database

This section is only applicable to the use of the Oracle Database Standard Edition 2 that is embedded within a management console for the following Software:

- Application Security: WAF Gateway
- Data Security: MX management, SOM management, DAM, DBF gateway, DAS, DRA

Oracle Database Standard Edition 2 is licensed on the following terms: <https://www.imperva.com/thirdpartynoticesoraclesupplement>. For more information on the relevant Oracle database see here: <https://docs.oracle.com/en/>.

Data Security: Data Masking

- This is a third party-owned product, licensed to Imperva by Mentis, Inc. (dba Mage). End User expressly agrees that Imperva may subcontract for the product and associated services to Mentis, Inc. and its affiliates, plus subcontractors of each.
- The Documentation for this product shall be that published by Mentis, Inc. from time to time including but not limited to that at: <https://magedata.ai/>
- End User expressly acknowledges that this product has the capability to irreversibly and permanently destroy the only original copy of production data set(s) and that Imperva and its partners (including but not limited to Mentis, Inc.) shall not be liable for any data loss relating to this product however arising.
- Other than to an affiliate of the End User, End User shall not assign or otherwise transfer any rights to use this products to any other person.
- Irrespective of any other term in the agreement governing use of the product, at the expiration or termination of the license period relating to this product, however arising, End User shall to discontinue use and destroy or return to Imperva all copies of the products and Documentation to the extent possible.

Data Security: Data X-Ray for Unstructured Data

- This is a third party-owned product, licensed to Imperva, Inc. by Ohalo Limited.
- End User expressly agrees that Imperva may subcontract for the product and associated services to Ohalo Limited and its affiliates, plus subcontractors of each.