

## IMPERVA FREEWARE LICENSE AGREEMENT

Please read the following Imperva Freeware License Agreement ("FLA") carefully. By downloading, installing, or otherwise using Imperva software, sample code, scripts, libraries, technology, documentation, or other proprietary material or information (collectively, "Freeware") that is subject to this FLA, You agree that this FLA forms a legally binding agreement between You ("You" or "Your") and Imperva, for and on behalf of itself and its subsidiaries and affiliates, and You agree to be bound by all of the terms and conditions stated in this FLA. If You are trying to access or download the Freeware on behalf of Your employer or as a consultant or agent of a third party (either "Your Company"), You represent and warrant that You have the authority to act on behalf of and bind Your Company to the terms of this FLA and everywhere in this FLA that refers to 'You' or 'Your' shall also include Your Company. If You do not agree to these terms, do not attempt to access or use the Freeware.

1. LICENSE: Subject to the terms of this FLA, Imperva grants You a non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free, limited license to use and copy the Freeware solely for Your internal business purposes as an end-user.

2. RESTRICTIONS: Unless otherwise provided in this FLA or required to be permitted by applicable law, you shall not: (A) use or allow use of the Freeware for any technology other than Imperva Products; (B) reverse-engineer or decompile the Freeware; or, (C) remove or modify Imperva copyright, patent, trademark, or attribution notices in the Freeware.

You must not use the Freeware to: (a) impair, degrade or reduce the performance or security of any Imperva products, services or related technology (collectively, "Imperva Products"); (b) enable the bypassing or circumventing of Imperva's license restrictions and/or provide users with access to the Imperva Products to which such users are not licensed; or (c) permit mass data extraction from an Imperva Product to a non-Imperva Product, including use, modification, saving or other processing of such data in the non-Imperva Product.

Further, You must not: (i) provide or make the Freeware available to any third party other than your authorized employees, contractors and agents (collectively, "Representatives") and solely to be used by Your Representatives for Your own internal business purposes; ii) assign this FLA, or any interest therein, to any third party; (iv) use any Imperva name, trademark or logo without the prior written authorization of Imperva; or (v) use the Freeware to modify an Imperva Product or decompile, disassemble or reverse engineer an Imperva Product (except to the extent permitted by applicable law).

You are responsible for any breach of the terms of this FLA by You or Your Representatives.

3. INTELLECTUAL PROPERTY: Imperva or its licensors retain all ownership and intellectual property rights in and to the Freeware and Imperva Products. In exchange for the right to use and copy the Freeware provided under this FLA, You covenant not to assert any intellectual property rights in or to any of Your products, services, or related technology that are based on or incorporate the Freeware against any individual or entity in respect of any current or future Imperva Products. If You provide Imperva with any suggestion, recommendation, ideas, feature request or other feedback for the modification, correction, improvement or enhancements of the Freeware (collectively, "Feedback"), You agree that such Feedback may be freely used by Imperva without conditions, restrictions, or compensation.

4. IMPERVA AND THIRD PARTY APIS: The Freeware may include API (application programming interface) calls to Imperva and third-party products or services. The access or use of the third-party products and services to which the API calls are directed may be subject to additional terms and conditions between you and Imperva or such third parties. You (and not Imperva) are solely responsible for understanding and complying with any additional terms and conditions that apply to the access or use of those APIs and/or third-party products and services. Imperva does not grant You any rights in or to these APIs, products or services under this FLA.

5. FREE AND OPEN-SOURCE COMPONENTS: The Freeware may include third party free or open-source components ("FOSS Components"). You may have additional rights in such FOSS Components that are provided by the third-party licensors of those components.

6. THIRD PARTY DEPENDENCIES: The Freeware may require third party software dependencies ("Dependencies") for the use or operation of the Freeware. Imperva does not grant You any rights in or to such Dependencies under this FLA. You are solely responsible for the acquisition, installation and use of such Dependencies.

#### 7. WARRANTY:

THE FREEWARE IS LICENSED TO YOU "AS IS", WITHOUT ANY WARRANTY, ESCROW, TRAINING, MAINTENANCE, OR SERVICE OBLIGATIONS WHATSOEVER ON THE PART OF IMPERVA AND WITHOUT ANY OBLIGATIONS TO INDEMNIFY NOR DEFEND YOU AGAINST ANY CLAIM OR LOSS. ANY STATEMENTS OR REPRESENTATIONS ABOUT THE FREEWARE, ITS FUNCTIONALITY, OR SUPPORT SERVICES IN ANY COMMUNICATION WITH YOU CONSTITUTE MERELY TECHNICAL INFORMATION, NOT A WARRANTY OR GUARANTEE. IMPERVA MAKES NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF SALE OF ANY TYPE WHATSOEVER, INCLUDING BUT NOT

LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

IN PARTICULAR, IMPERVA DOES NOT WARRANT THAT THE FREEWARE WILL BE AVAILABLE UNINTERRUPTED OR FAIL-SAFE, FAULT-TOLERANT, FREE OF HARMFUL COMPONENTS, ERROR FREE, OR PERMANENTLY AVAILABLE. YOU ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THE FREEWARE, INCLUDING WITHOUT LIMITATION RISKS RELATING TO QUALITY, AVAILABILITY, PERFORMANCE, DATA LOSS, AND UTILITY IN A PRODUCTION ENVIRONMENT.

IMPERVA DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES IN RESPECT OF THIRD-PARTY DEPENDENCIES, APIS, PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, IMPERVA DOES NOT WARRANT THAT THIRD- PARTY DEPENDENCIES, APIS, PRODUCTS AND SERVICES WILL BE AVAILABLE, ERROR FREE, INTEROPERABLE WITH THE FREEWARE, SUITABLE FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT. YOU ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THIRD-PARTY DEPENDENCIES, APIS, PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION RISKS RELATING TO QUALITY, AVAILABILITY, PERFORMANCE, DATA LOSS, UTILITY IN A PRODUCTION ENVIRONMENT, AND NON-INFRINGEMENT. IN NO EVENT WILL IMPERVA BE LIABLE DIRECTLY OR INDIRECTLY IN RESPECT OF ANY USE OF THIRD-PARTY DEPENDENCIES, APIS, PRODUCTS AND SERVICES BY YOU.

IMPERVA DISCLAIMS ALL LIABILITY FOR ALL CLAIMS OR DAMAGES OF ANY KIND, IRRESPECTIVE OF THE LEGAL GROUNDS UPON WHICH THEY ARE BASED, IN RELATION TO THE FREEWARE. IN NO EVENT WILL IMPERVA, IMPERVA AFFILIATES, IMPERVA'S LICENSORS NOR THEIR OFFICERS, DIRECTORS, OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING FOR LOSS OF DATA OR PROFITS, EVEN IF SUCH DAMAGES WERE FORESEEABLE.

#### 8. LIMITATION OF LIABILITY:

IN NO EVENT SHALL IMPERVA BE LIABLE TO YOU, YOUR COMPANY OR TO ANY THIRD PARTY FOR ANY DAMAGES IN AN AMOUNT IN EXCESS OF \$100 ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE FREEWARE OR IN CONNECTION WITH IMPERVA'S PROVISION OF OR FAILURE TO PROVIDE SERVICES PERTAINING TO THE FREEWARE, OR AS A RESULT OF ANY DEFECT IN THE FREEWARE. THIS DISCLAIMER OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION THAT MAY BE BROUGHT AGAINST IMPERVA, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ACTION FOR NEGLIGENCE. YOUR SOLE REMEDY IN THE

EVENT OF BREACH OF THIS AGREEMENT BY IMPERVA OR FOR ANY OTHER CLAIM RELATED TO THE FREWARE SHALL BE TERMINATION OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, UNDER NO CIRCUMSTANCES SHALL IMPERVA OR ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES.

9. INDEMNITY: You will fully indemnify, hold harmless and defend Imperva from all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from, arising out of, or based on any claim: (a) that any of Your products, services or related technology that are based on or incorporate the Freeware infringes or misappropriates any patent, copyright, trademark, trade secrets, or other proprietary rights of a third party, or (b) related to Your alleged breach of this FLA, regardless of your knowledge of such breach.

10. EXPORT:

a) You acknowledge that the Freeware may contain encryption technology that is subject to export restrictions by the U.S. government and import restrictions by certain other governments. You shall not and You shall not allow any third-party to remove or export, or allow the export or re-export of, any part of the Freeware or any direct product of the Freeware:

(i) into (or to a national or resident of) any territory to the extent the U.S. government or any agency of it restricts export or re-export to such countries;

(ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals;

(iii) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. government or any agency of it requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or

(iv) otherwise in violation of any export or import restrictions, laws or regulations of any U.S. or other government agency or authority.

b) You agree to the foregoing and warrant that You are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Freeware is restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology without the prior permission of the U.S. government.

c) You agree to indemnify and hold Imperva, its partners and suppliers harmless against any claims, losses or expenses arising out of Your breach of this Section 10.

11. SUPPORT: Imperva does not offer support for the Freeware.

12. TERM AND TERMINATION: You may terminate this FLA by destroying all copies of the Freeware in Your possession or control. Imperva may terminate Your license to use the Freeware immediately if You fail to comply with any of the terms of this FLA, or, for Imperva's convenience by providing you with ten (10) days written notice of termination. In case of termination or expiration of this FLA, You must immediately destroy all copies of the Freeware in your possession or control. In the event Your Company is acquired (by merger, purchase of stock, assets or intellectual property or exclusive license), or You become employed, by a direct competitor of Imperva, then this FLA and all licenses granted to You in this FLA shall immediately terminate upon the date of such acquisition or change of employment.

13. LAW/VENUE: This FLA shall be interpreted and construed in accordance with the laws of the State of California and the United States of America, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Santa Clara County, California for resolution of any disputes arising out or relating to this FLA. The provisions of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this FLA in any manner whatsoever.

14. MISCELLANEOUS: This FLA is the complete agreement between the parties respecting the Freeware. This FLA supersedes all prior or contemporaneous agreements or representations with regards to the Freeware. If any term of this FLA is found to be invalid or unenforceable, the surviving provisions shall remain effective. Imperva's failure to enforce any right or provisions stipulated in this FLA will not constitute a waiver of such provision, or any other provision of this FLA.

15. DATA PRIVACY: Where Imperva acts as Your processor of personal data provided by You, the Data Privacy Terms available at <http://www.imperva.com/trust-center/privacy-statement/> , including the technical and organizational measures described therein, apply to the use of the relevant Freeware and are incorporated into this FLA by this reference.