

Service Level Agreement

THIS SERVICE LEVEL AGREEMENT ("SLA") is made a part of the Imperva End User License Agreement, or other applicable written agreement ("Services Terms") between Imperva, Inc. ("Imperva") and the purchaser ("Client") of Imperva Cloud Application Security and DDoS Services ("Services"), and specifies the level of Services that will be provided to Client. Except as otherwise defined herein, capitalized terms used in this SLA will have the meanings ascribed to them in the Services Terms.

1. DEFINITIONS

- A. "NI" or 'Network Infrastructure' shall mean the group of Imperva controlled systems (servers, hardware, and associated software) that are used by Imperva in delivering the Services.
- B. "NI Outage" shall mean any contiguous period when the Imperva NI fails to direct traffic to the Client network.
- C. "PI" or 'Peripheral Infrastructure' shall mean the Imperva Management Console and APIs of the Services.
- D. "PI Outage" shall mean any contiguous period when the Imperva PI is unavailable, outside a Scheduled Maintenance window.
- E. "Outage" shall mean a NI Outage or PI Outage, as applicable.
- F. "Scheduled Maintenance" shall mean maintenance performed by Imperva on the PI (a) in which Client is provided electronic notice at least 48 hours in advance (notice of Scheduled Maintenance shall be provided to Client's designated point of contact by e-mail), and (b) which is a recurring weekly maintenance window pertaining to the "PI" every Sunday between 12:00 AM EST and 7:00 AM EST. During this maintenance window the "PI" may be intermittently unavailable.
- G. "Credits" shall mean the entitlements due to Client under this SLA, as calculated in accordance with Section 8 below.
- H. "DDoS Event" shall mean a Surge (as defined below) continuing for five (5) consecutive minutes or more, of which at least 30%, measured in Mbps, is considered malicious by Imperva. A DDoS Event shall be deemed to have ended when for at least three (3) consecutive hours, 10% or less of traffic to the Client website, measured in Mbps, is considered malicious by Imperva.
- I. "Surge" shall mean peak traffic to Client's website and/or network calculated by the 95th percentile of bandwidth usage for clean traffic.
- J. DDoS Protection for Networks Onboarding shall mean the process of configuring the Imperva network to support customers that subscribe to the DDoS Protection for Networks plan. The DDoS Protection for Networks Onboarding includes four (4) steps:
 - a. Feasibility: Client provides detailed information about its network and any special mitigation service requirements and receives a confirmation from Imperva to start the on boarding process;
 - b. Provisioning: Imperva will provision and configure required network resources to support Client's requirements and provide a detailed on-boarding guide;
 - c. Provisioning review: Imperva and Client will schedule a call to review the on-boarding guide and perform all actions necessary to complete the setup for the service; and
 - d. Testing: Imperva and Client will conduct tests to validate the setup.
- K. "DDoS Mitigation" shall mean that Imperva's mitigation rules were activated in order to mitigate the DDoS Event.
- L. "DDoS Activation" shall mean that Client has completed actions to route traffic through the Imperva network.

2. UPTIME COMMITMENT

Imperva commits to a NI annual uptime of 99.999% and a PI annual uptime of 99.95%. In the event of a NI Outage longer than five (5) minutes or a PI Outage longer than four (4) hours, Client will be eligible to receive Credits as described in Sections 7 and 8 below. Imperva makes no uptime commitment and Client is not eligible to receive Credits for beta, evaluation or other trial services.

3. MITIGATION COMMITMENT

DDoS Mitigation will take place within three (3) seconds after Client has completed DDoS Activation. For customers that have purchased the DDoS Protection for Networks Service and the Infrastructure Monitoring Service and have selected the option to allow Imperva to automatically route traffic through the Imperva network, DDoS Activation will take place within five (5) minutes after the Infrastructure Monitoring Service has detected a DDoS attack on the customer infrastructure.

4. ON BOARDING COMMITMENT

Imperva shall complete the Provisioning step (as defined in section 1.J.b) within fourteen (14) business days after receiving all information that is required in the Feasibility step (as defined in section 1.J.a), provided that the requirements specified by Client in the Feasibility step do not include nonstandard requirements such as more than two (2) GRE tunnels per data center, special BGP requirements or dedicated links.

5. MONITORING COMMITMENT

For customers that have purchased and configured the Infrastructure Monitoring Service and provided Imperva with applicable contact information, Imperva shall send either an electronic, phone or text message alert on a DDoS Event (as defined in section 1.H) occurring

on the monitored infrastructure within fifteen (15) minutes from the beginning of the DDoS Event. Notifications will be sent according to the customer preference recorded in the Imperva Management console.

6. EXCEPTIONS

- A. NI and PI downtime due to the following events shall not be considered a NI Outage or a PI Outage: (a) in cases in which the Client was not routing traffic to the Imperva network or no Client traffic was affected by the Outage; (b) nonperformance under the Services Terms or misuse by Client of the Services; (c) negligent or unlawful acts by Client or its Authorized Users; (d) problems with Client's or a third party's hardware or software or problems caused by third parties who gain access to the Service by means of Client's accounts or equipment; (e) problems with Client's registrar or DNS provider; (f) network unavailability outside of the NI; or (g) acts of God or events of force majeure.
- B. Client may request that Imperva restrict Client's traffic processing to a subset of data centers. This SLA for NI uptime shall apply only if the subset of data centers to which traffic processing is restricted includes at least one of the following regions in full:
- (i) United States
 - (ii) European Union

7. OUTAGE EVENTS AND CREDITS

- A. Submission of Claims. To submit a claim for Credits, Client must open a support ticket in Imperva's technical support ticketing system no more than seven (7) calendar days (168 hours) after the time in which the Outage occurred and provide detailed descriptions of the Outage, the duration of the Outage, network traceroutes, the site(s) affected and any attempts made by Client to resolve the Outage. The support ticket must include the words "service credit request" in the ticket or email subject line.
- B. Review of Claims. Imperva will use all information reasonably available to it to validate claims and make a good faith judgment on whether there was an Outage and if Credits apply.
- C. Exclusive Remedy. The provision of Credits shall be Client's sole and exclusive remedy for any violation of the level of service. Credits shall only be credited against fees associated with the applicable Service for which the outage had occurred.
- D. Client Termination. Client may terminate the Services immediately upon Client's receipt, in accordance with this SLA, of a third Credit (as defined herein) within any rolling three month period, except that if Client fails to exercise such termination right within thirty days of its receipt of said third Credit, such termination right shall be waived until Client again receives a third Credit in any rolling three month period.

8. CREDIT CALCULATIONS

- A. For each day in which Client is eligible to receive Credits as set forth in Section 7 under this SLA (Imperva does not meet its Uptime Commitments, Mitigation Commitment or Monitoring Commitment), Client will receive a Credit, in the dollar value equal to either (i) one thirtieth (1/30) of the monthly amount due from Client for the specific service that experienced the outage in the case of a monthly invoice schedule, or (ii) one three hundred and sixty-fifth (1/365) of the annual amount due from Client for the specific service that experienced the outage in the case of an annual invoice schedule.
- B. Application of Credits to Client Account. Credit(s) due to Client shall: (1) not exceed thirty (30) in any one month period; and (2) be applied to Client's account by crediting the value of the Credit(s) against Client's future charges or invoices for Services.

9. TECHNICAL SUPPORT

A. Method of Communication.

1. Client may contact technical support as follows:

Ticketing System at <http://support.incapsula.com>

Email: support@incapsula.com

Telephone: as published at <https://www.imperva.com/Services/TechnicalSupport> (Client must state that the company is on an Enterprise Plan)

2. Only Client or Client's authorized user may contact Imperva technical support. Imperva may, from time to time, develop additional methods for Client and/or its authorized users to contact the technical support staff, and will make information regarding such methods available on the Imperva website.

B. Scope of Technical Support.

1. Client Support for the Service covers (i) development and production issues for the Service; (ii) Informational and implementation questions about the Service and Service features; and (iii) troubleshooting operational problems with the Service.
2. Client Support does not include code development or debugging of Client web site(s) or software.

C. Response Times and Availability.

Standard Support:

Categorization	Criteria	Initial Response Time	Status Update
Level 1 – Urgent	Severe business impact on, or downtime of, Client’s service to its customers, caused by a malfunction in the Services	2 hours	2 hours
Level 2 – High	Degradation of a Client’s services to its customers, caused by a malfunction in the Services; PI Outage	4 hours	1 Business Day
Level 3 – Medium	Other error that does not prevent Client from providing service to its customers.	1 Business Day	4 Business Days

1. Client acknowledges that not all Level 3 incidents will require a workaround. Imperva may, in its reasonable discretion, respond to a Level 3 incident by making correction of the error a feature request.
2. For Level 1 and Level 2 incidents, Client shall initiate contact with Imperva Support via telephone and indicate the probable category of the incident. Telephone Support is available 24x7x365 for Enterprise plans, for all Level 1 and Level 2 issues and during normal business hours for Level 3 issues. For Level 3 incidents, Client may email or telephone Imperva.
3. Imperva business hours are Monday through Friday, 8:00-18:00 Eastern Time.

Premium Support

Categorization	Criteria	Initial Response Time	Status Update
Level 1 – Urgent	Severe business impact on, or downtime of, Client’s service to its customers, caused by a malfunction in the Services.	30 minutes	2 hours
Level 2 – High	Degradation of a Client’s services to its customers, caused by a malfunction in the Services; PI Outage	1 hours	1 Business Day
Level 3 –Medium	Other error that does not prevent Client from providing service to its customers	8 hours	4 Business Days

1. Client acknowledges that not all Level 3 incidents will require a workaround. Imperva may, in its reasonable discretion, respond to a Level 3 incident by making correction of the error a feature request.
2. For Level 1 and Level 2 incidents, Client shall initiate contact with Imperva Support via telephone and indicate the probable category of the incident. Telephone Support is available 24x7x365 for all Level 1 and Level 2 issues and during normal business hours for Level 3 issues. For Level 3 incidents, Client may email or telephone Imperva.
3. Imperva business hours are Monday through Friday, 8:00-18:00 Eastern Time.

D. Resolved Queries.

An issue is considered resolved when (i) the issue is resolved; (ii) the source of the issue is determined to lie with a third party; or (iii) Client does not respond to a request from Imperva within seven (7) consecutive days after Imperva’s request.