



IMPERVA TRAINING TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS SHALL APPLY EXCEPT TO THE EXTENT YOU AND IMPERVA HAVE A MUTUALLY SIGNED CONTRACT IN EFFECT THAT COVERS THE SUBJECT TRAINING. BY CLICKING ON THE "ACCEPT" BUTTON, TAKING AN ACTION TO INDICATE ACCEPTANCE, OR ATTENDING OR USING THE TRAINING OR ITS RELATED MATERIALS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS ("AGREEMENT") WITH IMPERVA, INC. ("IMPERVA"). IN THE EVENT YOU ARE ACCEPTING ON BEHALF OF A CORPORATE OR OTHER PUBLIC OR PRIVATE ENTITY, YOU CERTIFY THAT YOU ARE AN AUTHORIZED REPRESENTATIVE. IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING TERMS, CLICK THE "CANCEL" BUTTON AND DISCONTINUE THE REGISTRATION. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS. NO OTHER TERMS SHALL APPLY (INCLUDING BUT NOT LIMITED TO A PURCHASE ORDER).

Scope. The scope of the training, requirements, and any materials to be provided are as set forth in the applicable Imperva training catalog.

Invoice. The fees for training (including e-learning and certifications) will be invoiced at the time of registration, or where provided on a subscription basis, upon commencement.

Payment. Payment is due within thirty (30) days of issue of the associated invoice. All fees are payable in US Dollars, and the student shall also pay all applicable sales, use, value-added and other taxes of any type assessed for attending the training, except for taxes based on Imperva's income.

Expiration of training: The training shall be completed within twelve (12) months from your purchase of the training. A training not scheduled or completed within twelve (12) months of purchase shall be forfeited with no right of refund. This section does not apply to training provided on a subscription basis, such training entitlements shall continue for the term applicable to the relevant subscription.

Travel. Travel arrangements are the student's responsibility.

Course Cancellation. If one of your students 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. 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. Imperva will notify students of course cancellation at least ten business days prior to the start of the course, and will credit paid tuition towards a future training. For all Imperva private training, customers must cancel their booking no later than twenty (20) business days prior to the course's date. Customers canceling their private booking fewer than twenty business days prior to the course start date must pay travel related expenses incurred by Imperva. 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. Online elearning courses are non refundable and no cancellation is permitted. Subscriptions are non refundable and no cancellation is permitted.

Course Reschedules.

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 may do so by unenrolling from the course in the online system or by contacting training@imperva.com. The student must re-enroll and complete the training within 60 days. **Imperva Private Training:** Any rescheduling of training with less than 20 business days prior written notice to training@imperva.com, will be subject to a rescheduling fee of US\$2,500; the fee is subject to modification or increase at Imperva's discretion.

Confidentiality. Students may be exposed to certain information concerning Imperva or the Imperva Products which is the confidential and proprietary information of Imperva and not generally known to the public ("Confidential Information"). Student agrees, during and after the term of this training, to not use any Confidential Information except as necessary to complete the training and for purposes authorized by Imperva, or disclose the Confidential Information to any person without the prior written consent of Imperva.

Materials. All title and intellectual property rights in and to the training and any materials provided are owned exclusively by Imperva and its partners and suppliers. Materials may not be copied or used by any other party other than the registered student,



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unless approved in writing by Imperva in advance. Other than as expressly set forth herein, no license or other rights in or to the training and its related materials and intellectual property rights thereto are granted, and all such licenses and rights are hereby expressly reserved. Any ideas, suggestions, modifications and the like made by student with respect to the training will be the property of Imperva regardless of whether Imperva chooses to exercise its rights to incorporate such ideas, suggestions or modifications into the training or its related materials.

Warranty; Liability. 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, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IMPERVA (AND ITS SUPPLIERS OR PARTNERS) WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, DIRECT, SPECIAL OR PUNITIVE DAMAGE, LOSS OR EXPENSES (INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST BUSINESS, LOST PROFITS, LOST OPPORTUNITY, OR LOST SAVINGS) HEREUNDER 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.

Export. You will not and will not permit any third-party to export from the U.S. or allow the export or re-export of any part of the Materials or technical information contained in the training.: (i) to (or to a national or resident of) Cuba, Iran, North Korea, Sudan or Syria (to the extent the U.S. government restricts 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 an applicable country requires an export license or other governmental approval without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any government agency or authority. You 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.