### License definitions and rules

## **Overview**

When procuring Imperva products / services, an Imperva-generated sales quotation will specify the Imperva products / services that form the substance of the order. That Imperva-generated sales quotation will include one or more SKUs that set out, amongst other things, the Licensed Volume of the corresponding Imperva product / service.

The purpose of this document is to provide guidance as to Imperva's policies regarding the terms used in SKUs and the interpretation of these terms. It provides guidance only and is not an exhaustive list of definitions and interpretative rules. Where this document does not clarify the meaning of a term within a SKU, and that term is not already defined in the terms of the agreement that governs the use of the Imperva products / services by you, please contact Imperva and we would be glad to provide you with further guidance.

# **Terminology**

"Account Engineer" means consultations to assist End User to refine policies, alerts reporting, scanning and data masking to the extent applicable to the relevant product / service and "Analyst Managed Services" or "Security Analyst Services" means the same in respect of bot detection and mitigation practices.

"API Request" means each individual interaction with a protected application interface as measured by the relevant Imperva Product or Service. An individual interaction in this sense is each separate call request and call response within a pairing, each separate event and call-back in a pairing, or such other individual parts of any similar pattern which may or may not be synchronous. A single pairing will result in more than one API Request.

"Application" means either (i) WAR files or other software programs that are designed to implement a specific business purpose; such applications may include, but are not limited to, those for web sites, APIs, desktop software, operating systems and mobile device programs, and also includes Covered Site, Website, Site or App as described below; or (ii) when used in context of standalone RASP licensing, a software package that implements a unique combination of features that perform operations on behalf of another entity; an application is typically packaged

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and deployed as a Java WAR, JAR or .NET Site, and can be scaled independently from other coupled applications; an application may be also be called an executable, program, web site, web service, or microservice; multiple instances of the same application don't count toward RASP application pricing; and individual microservices are considered to be unique applications.

"Covered Site", "Website, "Site" or "App" means a location on the World Wide Web or within a private networks which may have a unique SSL certificate or CNAME. This could include a website, app, mobile app, API or other URI that is subject to the relevant Product and that cannot be protected using an existing site and policy configuration by the Product. The relevant rules for what constitutes a Covered Site, Website, Site or App will be defined by the functionality of the relevant product or service, for more information see <a href="https://docs.imperva.com/">https://docs.imperva.com/</a>.

"DSE" or "Dedicated Support Engineer" means the corresponding services set out in the applicable SOW.

"Environment" means the computer system(s) and corresponding configuration(s) in which the Software may be used, whether that environment is on End User's premises, in a public or private cloud, in a virtual private cloud or in another operating environment.

"File" means a single, named resource for recording data in a computer storage device (such as, but not exclusive to, Word, Excel, Powerpoint, Pages, Keynote, Word Perfect, PDFs) and the mime types set out in the Documentation.

"Managed Services" means Imperva's optional managed services program available on an annual subscription basis for an additional fee, designed as a supplement to Support, providing for active management by Imperva of certain Product environments of End User, and as described in the current Imperva Managed Services Guide.

"**MSU**" stands for Million Service Units, which is used in relation to mainframes (also known as z/OS). It is a measurement of the amount of processing work a computer can perform in one hour.

"Page requests" means the total number of third party requests for a Website during a given period of time.

"Peak requests per second" or "Peak RPS" means the maximum number of RPS during the applicable license term.

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"Redaction": Data Redaction is licensed per "Redaction". Each unique/separate instance of a redaction is counted separately. So if the same File is redacted on one thousand separate occasions over the relevant term, this counts as one thousand Redactions, not one.

"Requests per second" or "RPS" means the aggregate peak HTTP RPS count, over the previous 12-month period, as typically measured by the load balancer(s) in front of the web sites / services that are in scope for the license.

"TAM" or "Technical Account Manager" means the corresponding services set out in the applicable SOW.

"Users" means the number of individual access credentials for the relevant Product, each of which must only be used by a single person.

## **Rules**

Imperva may, acting reasonably, determine the Licensed Volume from time to time using these rules and such other pragmatic guidelines as it reasonably determines.

**Advanced Bot Protection page views:** Where a customer subscribes to App Protect Enterprise or App Protect 360, the Licensed Volume shall be deemed to include a maximum number of page requests (as defined above) calculated as 5 million page views per month per 1 Mbps that forms part of the App Protect Enterprise or App Protect 360 subscription.

"API Security": A general term which may refer to either the SaaS Service (API Security Add-on for Cloud WAF) or the Software (API Security Anywhere), which are separate Imperva Products and Services and are not fungible or exchangeable. In each case, the Licensed Volume is calculated by reference to API Requests per month.

"App Protect Essentials", "App Protect Professional", "App Protect Enterprise" and "App Protect 360: A licensing model sold as a term-based subscription plan combining certain Products and/or Services. Each App Protect plan will be identified in the applicable SKU and a summary and description of the specific functionality available under each plan be found at https://www.imperva.com/products/plans/.

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**Appliances:** this refers to Imperva-supplied hardware only. Where relevant, the number of agents and vulnerability scans varies by appliance type.

**Bandwidth:** Mbps or Gbps of traffic is measured in accordance with the calculation set out at: <a href="https://docs.imperva.com/bundle/cloud-application-security/page/settings/account-bandwidth-calculation.htm">https://docs.imperva.com/bundle/cloud-application-security/page/settings/account-bandwidth-calculation.htm</a>

**Compressed data and expanded data capacity:** Certain plans stipulate the amount of compressed data that may be stored as part of the relevant Imperva product or service. Where a plan provides for expanded data capacity, this is a supplement to the amount compressed data that may be stored as part of the relevant Imperva product or service.

Contingency DDOS: Certain Imperva Products and Services comprise plans which are procured on the basis they are back-up services which are not envisaged to be used regularly. Where Contingency DDOS is procured, the Licensed Volume shall be limited in accordance with the matrix available <a href="https://www.imperva.com/resources/resource-library/lp/ddos-protection-for-networks-pricing-plan/">https://www.imperva.com/resources/resource-library/lp/ddos-protection-for-networks-pricing-plan/</a>. Once that maximum number has been exhausted, the entitlement expires and a new entitlement must be procured.

**Datasource instance:** Certain plans reference right to protect/collect data per datasource instance (e.g., Oracle instance). In these cases, each instance of the datasource counts as one instance irrespective of how many physical or virtual servers host that instance.

**Datasource nodes:** Certain plans reference right to protect/collect data per datasource node (e.g., Cassandra nodes). In these cases, node is the licensing metric, irrespective of how many nodes comprise a database.

**Data Redaction:** A licensing model sold as a term-based subscription plan combining certain Products and/or Services as identified in the applicable SKU and a summary and description of the specific Products and/or functionality available under each plan be found at <a href="https://www.imperva.com/products/plans/">https://www.imperva.com/products/plans/</a>.

**Database Servers:** The physical or virtual hardware (containing less than 65 CPU cores, except in respect of Data Secure or Data 360, which do not include CPU cores within the Licensed Volume) that runs databases. Refers to the number of database server hosts monitored at any one time. Any database server actively monitored or actively classified will count towards the

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authorized number, regardless of whether the database server is active or passive. By way of illustration, a database service in disaster recovery mode (which is not monitored) will not be included within this count, but one in high availability mode with automatic failover (which is monitored) will be counted. For the purposes of the Licensed Volume, the peak concurrent number in the relevant measurement period will be charged for. Imperva may at its discretion permit a reasonable number of database servers to be used for testing purposes at any one time (**Testing Exemption**). What is reasonable will depend on the circumstances and the size of the End User's total entitlement of database servers. To be eligible for the Testing Exemption, the database server / Imperva software combination must (a) be used solely for compatibility testing and / or functionality testing, not production, backup/recover, high availability or disaster recovery purposes; and (b) any security / audit data arising as a result of such use is not sent to a production environment.

**Data Security Fabric:** A licensing model sold as a term-based subscription plan with the specific functionality available under each instance of the plan (which includes but is not limited to Data 360, Data Secure, Discover and Classify (either Structured or Unstructured), Sonar Reporting Add On or Sonar Add On) can be found at <a href="https://docs.imperva.com/howto/87a3b767">https://docs.imperva.com/howto/87a3b767</a>.

**Data Security Fabric - Discover and Classify:** Within this instance of the Data Fabric licensing model, there is no limit on the number of Database Servers that can be 'discovered' but the number that are 'classified' is subject to the Licensed Volume.

**Data Security Fabric - Discover and Classify (UnStructured):** Within this instance of the Data Fabric licensing model, there is no limit on the number of Files that can be 'discovered' but the number that are 'classified' is subject to the Licensed Volume.

**DCAP Connector Licenses:** Provides the right to monitor a given type of datasource (e.g., AWS RDS). When the SKU description specifically also mentions a given number of datasource instances or datasource nodes, this right is limited to that many nodes or instances in respect of the relevant type of datasource. Where a SKU description does not specify a number of datasource instances or datasource nodes, then none are included and each datasource instance or datasource node must be licensed separately.

**DDoS protection:** Where an End User has not subscribed to a DDoS protection Product, and is subject to a DDoS attack, Imperva is not obliged to provide a DDoS protection service to the End User. Depending on the circumstances, Imperva may at its discretion, either null route the traffic, bypass the traffic or mitigate the attack.

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Database Server to datasource equivalency: Certain datasource types may equate to more or for less than one server license. See here more information: https://docs.imperva.com/howto/9e587a60. The amalgamation, consolidation or any other form of combination of interfaces with Database Servers or datasources, with a view to reducing, masking or otherwise obfuscating the true number of Database Servers or datasources, shall not be permitted and Imperva may extrapolate such interfaces to reflect the true number of Database Servers or datasources as it may reasonably determine from time to time.

**Database Server to Event equivalency:** Certain plans licensed per Database Server include functionality otherwise licensed by Event. In these cases, use of that functionality is tracked per Event, and every 50 million Events processed will count as one Database Server for the relevant usage calculation.

**Events:** Certain Imperva product subscription plans are licensed based upon events processed per month. These products currently process all the commands sent to a database or any other data store protected. Each command, query, login or logout is counted as an event.

FlexProtect: A licensing model sold as a term-based subscription plan combining certain Products and/or Services. Each FlexProtect plan will be identified in the applicable SKU and a summary and description of the specific Products and/or functionality available under each plan be found at https://www.imperva.com/products/plans/ (previously https://www.imperva.com/products/flexprotect-plans/). Certain FlexProtect plans may include entitlement to a specific number of Tokens, as set forth in the applicable SKU. During the term of the FlexProtect plan, End User may apply Tokens in order to use FlexProtect capabilities (as included with the purchased FlexProtect subscription plan) to protect a defined number of databases, volume of bandwidth, number of Websites, number of page requests and/or number of Peak RPS. End User may allocate its Tokens among databases, bandwidth, Websites and/or Peak RPS at its discretion, provided the aggregate number of databases, volume of bandwidth, number of Websites, number of page requests and/or Peak RPS do not exceed the number of purchased Tokens.

"Named" DCAP Connector Licenses / datasource instances / datasource nodes: When a SKU references a specific datasource (e.g., "Oracle Datasource instances", "Cassandra Datasource nodes") then right to protect/monitor is limited to that datasource only, and may not be exchanged for another datasource type.

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**No roll-over of entitlements:** Where the Licensed Volume is a monthly total, there will be no roll-over of entitlements from one month to the next. Similarly, entitlements will not roll from one year to the next or from one subscription term to the next.

**Overage fees:** see the SaaS Services Overages Policy here: <a href="https://docs.imperva.com/howto/b828def1">https://docs.imperva.com/howto/b828def1</a>.

**Retained data:** Certain Imperva plans limit the time-period during which an End User is entitled to retain, as part of the relevant Imperva product or service, the data collected by that Imperva product or service. For example, the plan may provide an entitlement to 1 month or 1 year of historical data for each database server monitored by that Imperva product or service. Certain SKUs provide an entitlement to an unlimited data retention period; in these cases, there is no limit on such time-period.

**RPS tier:** Means the estimated Peak RPS. Imperva uses the Peak RPS to determine which RPS Tier the End User may purchase in any license term.

**Volume tier:** Means the pricing tier for certain Imperva products when the per unit price for the product varies based upon the total volume licensed.

**Unit** for AS/400 is LPAR. LPAR is a subset of the processor hardware that is defined to support an operating system. Each LPAR running DB2/400 requires one agent.

**Xlarge servers:** A Database Server containing equal or more than 65 CPU cores. See rule for Database Servers.