imperva

Oracle database notice

Overview

This document contains the required notices for Oracle products distributed by Imperva as part of the Software that is licensed to an End User ("Oracle Programs"). In this context "Oracle" means Oracle Corporation and its affiliates from time to time.

Oracle terms and conditions

Notwithstanding any other terms contained within this Agreement, the End User shall be bound by the following terms in respect of the Oracle Programs:

- 1. Use of the Software shall be restricted to the scope of the relevant Software and to the internal business operations of the End User. The End User may permit agents or contractors (including, without limitation, outsourcers) to use the Software on the End User's behalf for the End User's internal business operations as described above, subject to the terms of this Agreement. For Software that includes Oracle Programs that are specifically designed to facilitate interactions between the End User and the End User's customers and suppliers, the End User may permit its customers and suppliers to use the Software in furtherance of such interactions subject to this Agreement. The End User shall at all times remain responsible for its agent's, contractor's, outsourcer's, customer's and supplier's use of the Software and compliance with this Agreement.
- 2. Oracle or its licensors retain all ownership and intellectual property rights to the Oracle Products.
- 3. The End User shall at all times be prohibited from:
 - 3.1. the transfer of the Software except for temporary transfer in the event of a computer malfunction if the Software embeds the programs in a physical device;
 - 3.2. assigning, giving, or transferring the Software and/or any Services ordered or an interest in them to another individual or entity (in the event the End User grants a security interest in the Software and/or any Services, the secured party has no right to use or transfer the Software and/or any Services);
 - 3.3. use of the Software for rental, timesharing, subscription service, hosting or outsourcing;
 - 3.4. the removal or modification of any program markings or any notice of Oracle's or its licensor' proprietary rights;
 - 3.5. making the Software available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license);

imperva

Oracle database notice

- 3.6. transferring title to the Software to the End User or any other party;
- 3.7. reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Software (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Software);
- 3.8. duplication of the Software except for a sufficient number of copies of each for the End User's licensed use and one copy of each program media; and
- 3.9. publish any results of benchmark tests run on the Software.
- 4. To the extent permitted by applicable law, Oracle's entire liability in respect of the Oracle Programs shall be fully excluded for (a) any damage, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the Software.
- 5. Upon the termination of this Agreement, the End User must immediately discontinue use and destroy or return to Imperva all copies of the Software and Documentation, pursuant to the term of this Agreement.
- 6. The End User shall at all times fully comply with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the Software, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
- 7. The Oracle Programs are subject to a restricted license and can only be used in conjunction with the Software and the End User is not permitted to modify the Oracle Programs.
- 8. Oracle shall not be required to perform any obligations or incur any liability unless such obligations or liability have been previously agreed between Imperva and Oracle.
- 9. Imperva shall be entitled to audit the End User's use of the Software. The End User shall provide reasonable assistance and access to information in the course of such audit and permit Imperva to report the audit results to Oracle or to assign Imperva's right to audit the End User's use of the Software to Oracle. Where Imperva assigns its right to audit to Oracle then Oracle shall not be responsible for any of Imperva's or the End User's costs incurred in cooperating with the audit.
- 10. Oracle is a designated third party beneficiary of this Agreement.
- 11. Some Software may include source code that Oracle may provide as part of its standard shipment of such Oracle Programs, which source code shall be governed by the terms of this Agreement.
- 12. Third party technology that may be appropriate or necessary for use with some Software is specified in the Documentation or as otherwise notified by Imperva and such third party



Oracle database notice

technology is licensed to the End User only for use with the Software under the terms of the third party license agreement specified in the Documentation or as otherwise notified by you and not under the terms of this Agreement.