

Web Application Firewall (WAF) | Imperva

1. Definitions

In this section:

- (a) **Agreement** means the Master License and Services Agreement entered into by Cenitex and Imperva, Inc., dated on or around 26 May 2021
- (b) **Appliance** means the Imperva branded computer hardware on which Software operates;
- (c) **Documentation** means Imperva's standard technical specifications that describe the Products, including the installation, use, operation, features and / or functionality of the Products, and how Imperva provides Support in relation to the same, as available at <https://docs.imperva.com/> as updated by Imperva from time-to-time;
- (d) **Licensed Volume** means the volume or other measurement or conditions of permitted use for the Products as set out in this Proposal;
- (e) **Open Source Software** means third party software that Imperva distributes with the Software or utilises in connection with the SaaS Services pursuant to (i) an open source license, including (by way of example only) the GNU General Public License, GNU Lesser General Public License, Apache License, Mozilla Public License, BSD License, MIT License, any other license approved as an open source license by the Open Source Initiative, and any derivative of the foregoing licenses; or (ii) any other license that requires, as a condition of use, modification, distribution and/or otherwise making available of such software, that the software or other software combined and/or distributed with it be (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge;
- (f) **Products** means Appliances, Software or SaaS Services, and/or any part or combination of the same;
- (g) **SaaS Services** means Imperva's software-as-a-service offerings (including content, updates and upgrades) that may be made available to the Customer;
- (h) **Software** means Imperva's or its licensors' software (in object code format), including updates or upgrades made available as part of Support, provided to the Customer. The term "Software" shall exclude Open Source Software; and
- (i) **Support** means the technical support and maintenance services for the Products that Imperva may make generally available either at an annual subscription cost to End

Users, or as included in a non-perpetual, term subscription license to a Product, described in Imperva's standard Customer Support Guide.

2. Access and use of the Imperva SaaS Services

- (a) The Customer may use the SaaS Services solely for its internal business purposes, subject up to the Licensed Volume, and up to the 'End date' for the SaaS Services as specified in the 'Services Term' section of this Proposal.
- (b) The Customer is solely responsible for acquiring and maintaining all of the equipment, software, services and items necessary to access and make use of the SaaS Services, including without limitation paying all fees, charges, taxes, and other costs related to internet access and for configuration changes that may be required to route activity to the Products.
- (c) The Customer may access the SaaS Services only through the interfaces and protocols provided or authorised by Imperva and its partners and agrees to set up, maintain and use the SaaS Services in strict compliance with Imperva's and its partners' instructions.
- (d) The Customer is solely responsible for maintaining the confidentiality of any passwords and account information required to access SaaS Services, for all acts that occur in connection with the Customer's account and to immediately notify Imperva of any unauthorised use of the Customer's account. In the event of expiration or termination of any SaaS Services that require DNS routing, the Customer shall be solely responsible for rerouting its DNS traffic and Imperva, its partners and suppliers shall have no liability for End User's failure to do so.
- (e) Certain SaaS Services are offered to cache, monitor and optimise websites. As such, the Customer grants Imperva and its partners a nonexclusive, worldwide, fully paid-up, royalty-free license to use, transfer, display, minimise and compress the content and material on the Customer's websites, in any media formats, in connection with the performance, improvement and support of the SaaS Services. Imperva and its partners do not provide backup services and if the Customer's use of the SaaS Services terminates for any reason, Imperva and its partners may, without notice, delete or deny the Customer access to any information derived from the Customer's traffic that may remain in its/their possession or control. The Customer agrees that if, in Imperva's or its partners' sole determination, the Customer is using the SaaS Services in violation of the Imperva Acceptable Use Policy (available at <https://www.imperva.com/legal/acceptable-> or the supplemental terms for SaaS

Services (as described in paragraph (f) below), or in a manner that violates laws, rules or regulations or creates a potential adverse impact on Imperva's, its partners' or its suppliers' systems, business or customers, Imperva, its partners or its suppliers may flag or block content, block access to the Customer's sites from particular jurisdictions or suspend or terminate the Customer's access to the SaaS Services without notice to the Customer or liability to the Customer regarding the deletion, blocking or removal of content or the suspension or termination of the SaaS Services.

- (f) The Customer agrees to comply with all applicable laws, rules, codes and regulations regarding online conduct and the collection and transmission of data, including all laws, rules, codes and regulations of the countries in which the Customer operates and from which it collects or otherwise processes data. The SaaS Services may include a shared web caching service, which means a number of the Customer's websites are cached on the same server. The Customer shall not use the SaaS Services in a manner that could disrupt or otherwise adversely affect or impair the performance of any other websites of other end users and customers of Imperva. The Customer agrees to be solely responsible for compliance with these terms by the users of the Customer's websites.

3. Restrictions on use

- (a) The Customer may not (and may not permit any third party to) directly or indirectly:
 - (1) modify, incorporate or use in any other works, translate, reverse engineer (except to the limited extent applicable statutory law expressly prohibits reverse engineering restrictions), decompile, disassemble, otherwise attempt to derive source code from or create derivative works based on the Products;
 - (2) make unauthorised copies of the Products;
 - (3) disclose, distribute, transfer or market the Products or any material associated to the Product or Services to third parties;
 - (4) remove or modify any proprietary notices, labels or marks on or in any copy of the Products or any material associated to the Product or Services;
 - (5) distribute, sell, sublicense, rent, lease or use the Products or Services (or any portion) for time sharing, hosting, service provider or other computer services to third parties or otherwise make the functionality of the Products available to third parties;

- (6) publicly disseminate reports generated by the Products / Services or Product / Service performance information or analysis (including, without limitation, benchmarks and performance tests) from any source relating to the Products;
 - (7) access the database or any other third party product that is embedded in the Products with applications (including spiders, robots, crawlers or any other similar data mining tools) other than the Products;
 - (8) use the Products / Services or reports generated by the Products / Services in End User's products or services or in its marketing of products or services to third parties;
 - (9) use the Product / Services or reports generated by the Products / Services to develop, commercialise, license or sell any product, service or technology that could, directly or indirectly, compete with the Products / Services;
 - (10) use the Products / Services to store, transmit, upload or post any infringing or otherwise unlawful or tortious material or any data for which it does not have the necessary consents or rights to store, transmit, upload or post (as applicable) in connection with the Products; or
 - (11) use the Products / Services other than as expressly authorised in the Agreement.
- (b) Imperva shall have the right to conduct and/or direct an independent accounting firm to conduct, during normal business hours, an audit of the Customer's facilities, computers and records to confirm the Customer's use of Products / Services is in compliance with the Agreement. The Customer shall provide reasonable cooperation with any such audit.

4. Acceptable Use Policy

The Customer must comply with the Imperva Acceptable Use Policy (available at <https://www.imperva.com/legal/acceptable-use-policy/>, as amended from time to time).