



This is an internal trade promotion and is not for consumers. The Imperva “Death to DDoS” Promotion (“Promotion”) is a promotion sponsored exclusively by Westcon and Imperva, Inc. (“Imperva”) for our Partners who meet certain eligibility requirements (“Eligible Partners”), to increase registration of new prospective client meetings, and new sales of Incapsula products to current non-Incapsula users via the Promotion Deal Registration web form on the Partnersphere Partner Portal (“Qualified Meeting”) (as defined below). During the term provided below (“Promotion Period”) Westcon will provide certain incentive payouts (“Incentives”) to Eligible Partners.

ELIGIBILITY

This Promotion is sponsored exclusively by Westcon and Imperva and is subject to these terms and conditions. The Promotion does not create an employment relationship with any participant or Eligible Partner in the Promotion. To qualify for this Promotion and the Incentives, Eligible Partners must meet all of the following criteria:

- Partners must have signed and hold a current Imperva Reseller Agreement.
- Partners must be located in the fifty (50) United States or Canada.
- Partners’ respective sales representatives (“Sales Representatives”) must be full time Partner employees and legal residents of the fifty (50) United States or Canada.
- Sales Representatives must be at least 18 years of age as of the start of the Promotion Period.
- Participating Sales Representatives must complete the P102 or P101 online training (available at no cost) from the Imperva Partnersphere Partner Portal prior to any promotion payments being released.
- Minimum deal size of \$10,000 to qualify for the closed sales incentive.
- Partners must be in financial good standing with Imperva.

The Promotion Period

The Promotion Period shall begin on March 1, 2017 at 12:01 AM (PDT) for both the Promotion Deal Registration and the Closed Deal incentive. The Promotion Deal

Registration period ends on May 15, 2017, at 11:59 PM (PST). The Closed Deal incentive ends on July 31, 2017, at 11:59 PM (PST).

Incentives

During and after the Promotion Period, Incentives consisting of VISA gift cards or check will be paid out by email or U.S. mail by Westcon directly to the Eligible Partners or Sales Representative. Incentives will be calculated pursuant to the number of Qualified Promotion Deal Registrations and Sold Imperva Incapsula transactions completed and will be reviewed and approved by Westcon. Eligible Partners are responsible for managing the Promotion through their own processes and internal systems. Prospective client meetings must be submitted by completing the Promotion Deal Registration web form on the Partnersphere Partner Portal by the Eligible Partner, and must be submitted during the Promotion Period. Submissions are the sole responsibility of Eligible Partners.

Please note that this Promotion is in no way sponsored by Visa or any third-party vendor of Incentives.

Submissions of prospective client opportunities must be approved by Westcon and Imperva. The prospective clients cannot be governmental entities, and the prospective client contacts cannot be representatives of any governmental entities, and the opportunity must be deemed to be Qualified according to the B.A.N.T. criteria as defined below:

- **Budget:** Prospect must have available budget to purchase the Imperva Incapsula solution.
- **Authority:** Prospect Meeting must be with a key decision maker with a C level title (CISO, CIO, VP IT, CEO), VP of Technology, Director of IT Operations, or equivalent.
- **Need:** Prospect must have never purchased Imperva Incapsula products before and have a demonstrated need for the Imperva Incapsula solution and understanding of the problems it solves.
- **Timing:** Prospect must have an established purchasing plan and available budget within the next 12 months.

Westcon and Imperva must approve the Promotion Deal Registration submitted. Once approved the Eligible Partner or Eligible Partner's Sales Representative will receive a VISA gift card in the amount of \$50 USD.

For additional Incentives, a Qualified Promotion Deal Registration prospect must also complete a Purchase of an Imperva Incapsula solution. Westcon and Imperva will determine whether the criteria for completed product purchase have been satisfied. Please note that the clients cannot be governmental entities. Upon completion of the Imperva Incapsula purchase, the Sales Representative will receive a VISA gift card in the amount of \$250 USD.

At the conclusion of the Promotion Period, the Partner Sales Representative with the most closed revenue will be awarded with the Grand Prize. Grand Prize consists of one check from Westcon in the amount of \$2000.

THE ELIGIBLE PRODUCTS

The Eligible Product ("Eligible Product") for this Promotion is any one of the Imperva Incapsula solutions.

INCENTIVE CONDITIONS

All prospective client meetings must be registered through the Promotion Deal Registration web form, and contain other relevant prospect details to be eligible for consideration as a Death to DDoS Promotion Deal Registration. Once approved by Westcon and Imperva, Eligible Partner shall receive an email confirming that the lead has been converted to an opportunity. Incentives paid out for each Promotion Deal Registration or Product Sale will be issued and distributed within 45 days of Westcon and Imperva's review and approval.

The Grand Prize winner will be announced on August 15, 2017, and the Grand Prize will be delivered by email or U.S. mail by Westcon within three (3) business days after the winner announcement directly to the winning Sales Representative.

The Promotion is a taxable event. Participation in the Promotion and receipt of Incentives and the Grand Prize in the Promotion may subject participating Sales Representative to certain tax and accounting consequences. For avoidance of doubt, Imperva and Westcon are not responsible for any tax liability, will not remit or withhold any taxes on behalf of Sales Representatives and cannot provide Sales Representatives with tax or accounting-related advice or documentation, all of which is the sole responsibility of the Eligible Partners Sales Representatives. Partners and/or individuals that receive any Incentive or Grand Prize are required to provide a Tax ID number or Social Security number and may be issued an IRS Form 1099 for the total value of any awarded Incentive or Grand Prize. To the extent applicable, Eligible Partners shall be responsible for providing any IRS forms necessary to its employees and contractors as required by law. Eligible Partners are solely responsible for all unspecified expenses related to the Promotion. All activities related to the Promotion are at the Eligible Partner's own risk and subject to all applicable rules and restrictions imposed by Visa and the third-party vendor(s) of VISA gift cards.

TERMS AND CONDITIONS

This Promotion is subject to these terms and conditions. By participating, Eligible Partners agree to and are responsible for assuring all eligible Sales Representatives ("Employees") agree: (i) to be bound by these complete Terms and Conditions and the decisions of Westcon which shall be final and binding; and (ii) to waive any right to claim ambiguity in the Promotion or these Terms and Conditions, except where prohibited by

law. By participating in the Promotion, Eligible Partners and Employees agree to release Westcon, including its parent, subsidiary and affiliated entities together with the respective directors, employees, officers, licensees, licensors and agents, and respective advertising and promotion entities and any person or entity associated with the Promotion (collectively, the "Releasees") from any and all liability, loss or damage arising from or in connection with receipt and/or use or misuse of Incentives or the Grand Prize or participation in any Promotion-related activities. Releasees shall not be liable for: (i) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (ii) data corruption, theft, destruction, unauthorized access to or alteration of sales data or other materials; (iii) any injuries, losses or damages of any kind, including death caused by the Incentive or resulting from acceptance, possession or use of an Incentive or Grand Prize, or from participation in the Promotion; or (iv) any printing, typographical, administrative or technological errors in any materials associated with the Promotion.

Westcon disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Promotion. Westcon reserves the right to cancel or suspend the Promotion, in its sole discretion, and not award any Incentive or Grand Prize. The laws of the State of California will govern disputes regarding these Terms and Conditions and/or this Promotion. All cases and claims pertaining to this Promotion must be brought in a state or federal court of competent jurisdiction in Santa Clara County, California.

Westcon reserves the right to cancel or suspend the Promotion, in its sole discretion, and not award any Incentive or Grand Prize. The laws of the State of California will govern disputes regarding these Terms and Conditions and/or this Promotion. All cases and claims pertaining to this Promotion must be brought in a state or federal court of competent jurisdiction in Santa Clara County, California.

Westcon reserves the right to modify and/or clarify the terms of this Promotion, or to cancel the Promotion at any time, upon publishing the modification, clarification or cancellation ("Change" or "Changed") via email. If the Promotion is Changed, Westcon will pay any Incentive to which the Eligible Partner or its Sales Representative is entitled prior to the Change, except where such payment would subject Westcon to liability.

Failure to comply with applicable laws and regulations such as the Foreign Corrupt Practices Act, and failure to avoid conflicts of interest, will result in immediate termination of an Eligible Partner's, as well as its Sales Representative's, right to participate in the Promotion and any outstanding payment of Incentives or the Grand Prize. Notwithstanding the preceding sentence, Westcon reserves the right to terminate the Promotion in the event of a transfer of Westcon assets (through spin-off, divestiture, acquisition in which Westcon is the acquired entity, or otherwise).

Westcon reserves the right, in its sole discretion, to cancel, modify or suspend the Promotion should a virus, bug, administrative problem, computer problem, unauthorized intervention or other causes beyond Westcon's control, corrupt the administration,

security or proper performance of the Promotion, or for any other reason that compromises the fair administration of the Promotion. Westcon may prohibit an otherwise qualified Eligible Partner Sales Representative from participating in the Promotion if, in its sole discretion, it determines such participant is attempting to undermine the legitimate operation of the Promotion in any way by cheating, deception, or any other unfair playing practices.

PUBLICITY

By participating in the Promotion, Eligible Partners grant Westcon the right to use their and/or their Employees' names, hometowns, photographs, likenesses, voices, employer, affiliations, and biographical information in any and all media for any purpose, including without limitation, commercial, advertising and promotional purposes in connection with the Promotion, and hereby release Westcon from any liability with respect thereto, unless prohibited by law.

PRIVACY

Any personal information collected by Westcon will be used for administration of the Promotion. In addition, Eligible Partners or Employees may receive email or mail correspondence from, or on behalf of Westcon subject to Westcon's privacy policy. Westcon uses reasonable commercial efforts to comply with Federal CAN-SPAM guidelines, and Eligible Partners or Employees may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email. Please refer to Westcon's privacy policy located at https://www.westconcomstor.com/global/en/privacy-policy/global_privacy_policy.html for important information regarding the collection, use and disclosure of information by Westcon.