INCAPSULA SERVICES SCHEDULE

This Incapsula Services Schedule (or "**Product Terms**") to the GSA (which may also be referred to as an "MSA") provides additional terms and conditions under which Customer (who may also be referred to as the "Client") has elected to purchase Incapsula Services from Rackspace as more particularly described in a Service Order(s) (which may also be referred to as "Order Form(s)"). Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the GSA. The SLA governing the Incapsula Services is set forth as Exhibit "A" to this Incapsula Services Schedule.

ADDITIONAL GENERAL TERMS AND CONDITIONS:

1. FEES

Pricing for the initial term of the Incapsula Services shall be as indicated in the corresponding Service Order. Upon the expiration of the initial term of the Incapsula Services, the Incapsula Services shall automatically renew on a month-to-month basis at then-current Imperva rates.

2. OVERAGES

Overage charges for any consumption-based Incapsula Services are billed at then-current Imperva rates. In some instances, Customer may have the option to upgrade its service tier to accommodate overages in accordance with then-current Imperva policies.

3. IMPERVA TERMS

In addition to its obligations under the GSA, Customer agrees to comply with Imperva policies as if Customer was a direct Imperva customer. Such policies include, but are not limited to, Imperva's terms of service located at http://www.incapsula.com/terms-of-use.html. No free trials or other pricing promotions that may be offered from time to time by Imperva shall apply to any fees specified under this Incapsula Services Schedule unless confirmed in writing by Rackspace.

4. DATA SOVEREIGNTY

Customer agrees to comply with all laws as may be applicable under the GSA and as may be applicable to the Incapsula Services. Any data/information which is stored, processed, transmitted, and/or decrypted in one or more locations in connection with the Incapsula Services is subject to the laws of such location(s). Customer may specify to use (or not use) particular POPs (Point(s) of Presence) in accordance with the following link: http://www.incapsula.com/incapsula-global-network-map.html. Customer is solely responsible for configuring and updating the foregoing unless Customer requests assistance from Rackspace in writing.

5. SLA AND END USER AGREEMENT

Customer's sole and exclusive remedy in connection with its use of or any failure of the Incapsula Services shall be pursuant to and as limited by the SLA set forth in Exhibit "A" to this Incapsula Services Schedule.

6. WAIVER

Customer has requested to utilize the Incapsula Services as an element of the Services ("**Incapsula Access**"). Customer assumes all risk and responsibility of any loss or damage in connection with Incapsula Access and shall indemnify, defend, and hold Rackspace harmless with respect to any third party claim arising from any loss or damage to any Customer Data (which may also be referred to as "Client Content") or the Incapsula Services, or otherwise arising out of Incapsula Access. In no event shall Rackspace be liable for any damages of any nature whatsoever in connection with loss or damage to Customer Data or the Incapsula Services, including, but not limited to credits, lost profits, incidental, special, exemplary, or consequential damages, or any claims or demands brought against

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Customer. For clarity, any loss or damage in connection with the Incapsula Access and/or the Incapsula Services are expressly excluded from the measure of service levels and the determination of service credits governed by any other Rackspace Service Schedule.

7. THIRD PARTY SOFTWARE

All additional third party software applications or services, which may be licensed from time to time by Rackspace for Customer's use in conjunction with the Incapsula Services ("Third Party Software") is provided AS-IS, WITHOUT ANY EXPRESS WARRANTY. Customer's use of the Third Party Software is subject to and controlled by the terms of any manufacturer's or supplier's terms of use. Customer acknowledges that it has approved the selection of Third Party Software and that it has not relied on any statements made by Rackspace in doing so. Rackspace reserves the right to substitute hardware or software in connection with Third Party Software ("Solution Component Substitution") provided such Solution Component Substitution allows for the same or an increased level of performance relative to the then-existing component and is at no additional cost to Customer. If necessary, Rackspace will coordinate any Solution Component Substitution which may impact the solution with Customer so as to minimize any such potential impact.

8. SUSPENSION

8.1 Rackspace reserves the right to immediately suspend the provision of the Incapsula Services without liability, if (a) the Incapsula Services have been accessed or manipulated by a third party without Customer's consent; (b) suspension is required by law, statute, regulation, rule or court order; (c) the Incapsula Services are being used in violation of the GSA or AUP; or (d) payment for Incapsula Services is overdue by over 30 days and not being properly disputed pursuant to the GSA. Rackspace will make commercially reasonable efforts, circumstances permitting, to provide Customer with advance written notice of any such suspension or termination. Rackspace shall have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer may incur as a result of any such suspension.

8.2 If Rackspace suspends Customer's right to access or use any portion or all of the Incapsula Services due to an act or omission of Customer: (a) Customer remains responsible for all fees and charges during any period of suspension; (b) Customer remains responsible for any applicable fees and charges for any Incapsula Services which Customer continues to have access to, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension; (c) Customer will not be entitled to any SLA credits under the SLAs during any period of suspension; and (d) Rackspace may terminate Customer's access to the portion of Client Content stored in a Facility that is suspended, and Rackspace shall not be liable to Customer for any damages or losses Customer may incur as a result.

8.3 If Rackspace suspends Customer's right to access or use any portion or all of the Incapsula Services due to an act or omission of a third party: (a) Customer will not be entitled to any SLA credits under the SLAs during any period of suspension; and (b) Rackspace may terminate Customer's access to the portion of Client Content stored in a Facility that is suspended, and Rackspace shall not be liable to Customer for any damages or losses Customer may incur as a result.

8.4. Rackspace may terminate the GSA or any Order Form (and associated Service Schedule) if any suspension event is not cured by the Customer within the cure period or if such suspension event cannot be cured.

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EXHIBIT A

1. DEFINITIONS

All terms referenced in this SLA, unless otherwise stated, shall have the meanings set forth in the GSA.

"**NI**" or "**Network Infrastructure**" shall mean the group of Imperva controlled systems (servers, hardware, and associated software that are responsible for delivering the Incapsula Services.

"**NI Outage**" shall mean a period when the Imperva NI fails to direct web traffic to the end user site.

"**NI Outage Ratio**" is calculated by dividing the number of unique visitors (as measured by IP address affected by NI Outage) by the number of total unique visitors (as measured by IP address).

"**PI**" or "**Peripheral Infrastructure**" shall mean the application access and configuration management provided by Imperva to end user for use in connection with the Incapsula Services.

"**PI Outage**" shall mean a period when the PI is unavailable, outside of a Scheduled Maintenance window.

"**Outage**" shall mean an NI Outage or PI Outage, as applicable.

"**Scheduled Maintenance**" shall mean maintenance performed (a) in which end user is provided electronic notice at least 48 hours in advance (notice of Scheduled Maintenance shall be provided to end user's designated point of contact by e-mail), and (b) a recurring weekly maintenance window pertaining to the "PI" every Sunday between 12:00 AM EST to 7:00 AM EST. During this maintenance window the "PI" might be intermittently unavailable.

"**Credit**" shall mean a dollar value equal to one three hundred and sixty fifth (1/365) of the annual amount due from end user to Rackspace in connection with the Incapsula Services.

"NI Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of 60 second periods during the month in which the Incapsula Services were in the state of NI Outage.

"PI Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of 60 minute periods during the month in which the Incapsula Services were in the state of PI Outage.

2. UPTIME COMMITMENT

The service level for NI is a Monthly Uptime Percentage of 99.999% and a PI Monthly Uptime Percentage of 99.5%. In the event the Incapsula Services do not meet this Monthly Uptime Percentage commitment, Customer will be eligible to receive Credits as described in Section 4 below. Customer is not eligible to receive Services Credits for beta or trial services.

3. EXCEPTIONS

NI and PI downtime due to the following events shall not be considered an NI Outage or a PI Outage: (a) inaccurate and/or insufficient information (including change or configuration information) provided by end user and/or its representative(s) or agent(s) ("Authorized Users") to Imperva; (b) nonperformance under the GSA or end user misuse of the Incapsula Services; (c) negligent or unlawful acts by end user or its Authorized Users; (d) problems with end user's or a third party's hardware or software or problems caused by a third party that gains access to the Incapsula Service by means of end user's accounts or equipment; (e) problems with end user's registrar or DNS provider; (f) network unavailability outside of the NI; or (g) acts of God or events of force majeure as described under the GSA.

4. OUTAGE EVENTS AND CREDITS

4.1. NOTIFICATION OF POTENTIAL OUTAGE EVENT.

When Customer becomes aware of a potential Outage, Customer must open a support ticket with Rackspace as soon as is practicable, but in no case more than five (5) calendar days after the event.

4.2. SUBMISSION OF CLAIMS.

To submit a Credit claim, Customer must have opened a support ticket as set forth above and contact Rackspace support and provide a detailed description of the Outage, the duration of the Outage, network traceroutes, the URL(s) affected and any attempts made by Customer to resolve the Outage. A claim must be submitted by the end of the billing month following the billing month in which the Outage occurred.

4.3. REVIEW OF CLAIMS.

Rackspace will use all information reasonably available to it to validate claims and make a good faith judgment on whether there was an Outage and if Credits apply.

4.4. DETERMINATION OF CREDITS DUE TO END USER.

Rackspace will use all information reasonably available to it in order to calculate the NI Outage Ratio during an Outage period, including analysis of service data immediately prior to the Outage period to estimate the ratio of Customer's visitors that were affected during an Outage at one or more of Imperva's data centers. If Rackspace determines that an Outage has occurred, it will provide Credits to Customer, calculated as follows:

NI Outage Length	Base Credit
60 sec. – 5 min.	1
5:01 min. – 10 min.	3
10:01 min – 40 min.	7
More than 40 min.	15

PI Outage Length	Credit(s)
1 hr – 4 hrs	1
4:01 hrs. - 12 hrs.	3
More than 12 hrs.	7

5. CREDIT CALCULATIONS

A. For each NI Outage during a monthly billing period, Rackspace will provide as a Credit an amount calculated as follows: Credit = Base Credit from the table above x NI Outage Ratio

B. For each PI Outage during a monthly billing period, Rackspace will provide the Credits set forth in the table above.

C. Application of Credits to Customer account. Credit(s) due to Customer shall: (1) not exceed thirty (30) in any one month period; (2) be applied by Rackspace to Customer's account by crediting the value of the Credit(s) against Customer's future charges or invoices; and (3) in no event shall, in any given calendar month, exceed the monthly fee paid or to be paid to Rackspace in connection with the Incapsula Service for such calendar month.

D. The provision of Credits in accordance with the terms of this SLA shall be Customer's sole and exclusive remedy for any violation of the level of Incapsula Service. Credits for this SLA will only be credited against fees associated with the Incapsula Service.

6. RESPONSE TIMES

Categorization	Criteria	Initial Response Time	Status Update
Level 1 –	Outage of the Incapsula Service from	1 hour	2 hours

Critical	multiple locations.		
Level 2 – High	Outage of the Incapsula Service from a single location; Outage of the Incapsula management console or API	4 hours	1 Business Day
Level 3 – Low	Other error that does not prevent the End-User from accessing a significant feature of the Incapsula Service.	1 Business Day	4 Business Days

Customer acknowledges that not all Level 3 problems will require a workaround. Rackspace may, in its reasonable discretion, respond to a Level 3 problem by making correction of the error via a feature request to Imperva.

[END OF EXHIBIT A]