

## **RADWARE TERMS AND CONDITIONS OF SALE (CLOUD SERVICES)**

Unless specifically set forth otherwise in a signed agreement between you (“you” or “Purchaser”) and Radware Ltd./ Radware Inc. (“Radware”), the following terms and conditions will apply to any sale/purchase transaction for Radware’s cloud services. BY ACCEPTING THESE RADWARE TERMS AND CONDITIONS OF SALE (CLOUD SERVICES), EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, OR BY USING THE SERVICES, YOU AGREE TO THESE TERMS CONDITIONS. IF YOU ARE ENTERING INTO THESE TERMS AND CONDITIONS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THESE TERMS AND CONDITIONS AND MAY NOT USE THE SERVICES.

Radware is not bound by, and expressly rejects, any terms and conditions of your purchase order or any other offer or document, whether oral or written, which attempt to impose any conditions that are additional, conflicting or inconsistent with the following terms and conditions:

1. These Radware Terms and Conditions of Sales (Cloud Service) apply to any Radware cloud services purchased by you from time to time including any hardware and/or software provided by Radware in connection therewith (the “**Cloud Services**”).
2. If you purchase a hardware or software product in connection with a Cloud Service – product warranty, DOA, RMA, end of life and maintenance and support services are provided pursuant to Radware's Certainty Support Guide as published by Radware from time to time at <http://www.radware.com/Support/Certainty-Support-Program/> (“CSG”). If needed, username and password to access the CSG are available upon request. Exclusive remedies for failure of warranty are repair, replacement, reperformance of service or pro rata refund of purchase price.
3. EXCEPT AS EXPLICITLY SET FORTH OTHERWISE IN THESE AGREED TERMS AND CONDITIONS OF SALE, THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED AND EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THESE TERMS AND CONDITIONS OF SALE OR MANDATORILY PROVIDED BY THE APPLICABLE LAW, RADWARE’S PRODUCTS AND ANY SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED.
4. The commencement date of a Cloud Service and any extensions, add-ons or renewals thereof will be three business days after the date of receipt by Radware of the purchase order for any such item. The duration of every Cloud Service and renewals thereof will be the duration set forth in the purchase order for same as confirmed by Radware. Cloud Service extensions and add-ons will expire together with the expiration of the Cloud Service to which they relate.
5. If your use of any Cloud Service exceeds the service plan purchased by you, you agree to pay for your excess use the upgrade fees as required under Radware’s price list which has been provided or is otherwise available upon request. If you do not pay for your excess use of a Cloud Service that can be monitored by you or after being informed that you are in excess of your purchased service plan, Radware reserves the

right to suspend your Cloud Service until full payment and eventually terminate these Terms and Conditions of Sale according to section 8 below.

6. All intellectual property rights embodied in the Cloud Services are exclusively owned by Radware.
7. These Terms and Condition of Sale shall be governed and construed in accordance with the substantive laws of, and venue will be located in: (i) Israel if Purchaser is located in Israel; (ii) England and Wales if Purchaser is located in EMEA; (iii) Singapore if Purchaser is located in APAC; and (iv) the state of New York for all other Purchaser locations.
8. If you or Radware materially breaches these Terms and Conditions of Sale and does not cure the breach within thirty (30) days after receipt of written notice of the breach, the non-breaching party may terminate these Terms and Conditions of Sale for cause immediately and without formal notice, but solely with regard to the sale/purchase transaction in connection with which the material breach shall have occurred.
9. **Neither you nor Radware shall be liable to the other for any special, indirect, incidental or consequential, exemplary or reliance damages, losses or expenses (including without limitation, loss of profits, loss of information, loss or corruption of data, loss or interruption of business) arising from or in any way connected with the Cloud Services purchased by you, however caused, and whether based on contract, tort (including negligence), equity or other theory of liability whatsoever, even if advised of the possibility of such damages or losses or expenses. Without derogating from the foregoing, in no event shall the total aggregate liability of you or Radware to the other exceed the total aggregate fees received by Radware for the Cloud Services that are the subject matter of the liability in the 12-month period preceding the damaging event. This section will survive the termination/expiration of any sale/purchase document relating to the Cloud Services. The foregoing limitations will not apply with regard to damages arising from fraud or willful misconduct or any other mandatory exception under applicable law.**
10. Except for payment obligations, neither you nor Radware shall be liable to the other, nor be deemed to be in default under, or in breach of any provision of, these Terms and Conditions of Sale for the nonperformance or delay in performance of any of your or Radware's obligations (respectively) under these Terms and Conditions of Sale when such nonperformance or delay is due to Force Majeure Events. "Force Majeure Events" means: (i) acts of God, (ii) flood, fire, earthquake, tornado, tsunami, storm or explosion, (iii) war, invasion, riot, or other civil unrest, (iv) pandemics, epidemics, or quarantine restrictions, (v) government regulations or orders, (vi) action by any governmental authority, (vii) national or regional emergency, (viii) strikes, labor stoppages or slowdowns or other industrial disturbances, (ix) shortage of adequate power or transportation facilities, or (x) any other event which is beyond the reasonable control of you or Radware , as applicable. The party suffering a Force Majeure Event shall give notice of such Force Majeure Event as soon as reasonably practicable to the other party.
11. You are the controller of personal data transferred by you or by your customers to Radware and Radware is the data processor. Radware and Purchaser will each comply with its respective obligations as data processor/controller under applicable privacy & data security laws and, where applicable, pursuant to the Radware DPA available at <https://www.radware.com/documents/dpa-customer/>.

You authorize Radware to engage other processors for carrying out processing activities on behalf of the Purchaser including the sub-processors listed at <https://www.radware.com/documents/cloud-subprocessors/>.

12. If one or more terms of these Terms and Conditions of Sale become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, each such part or term shall be null and void and shall be deemed deleted from this these Terms and Conditions of Sale. All remaining terms of these Terms and Conditions of Sale shall remain in full force and effect.