



NEXGATE SERVICES EXHIBIT

This Nexgate Exhibit is an exhibit to the General Terms and Conditions ("General Terms"). The General Terms are an integral part of this Proofpoint Nexgate Services Exhibit and are incorporated by reference.	
IN WITNESS WHEREOF, Proofpoint and Customer represent and warrant to the other that the person entering into this Proofpoint Nexgate Services Exhibit is authorized to sign this Agreement on behalf of their respective party.	
CUSTOMER:	PROOFPOINT, INC.:
Individual Signing: [print name]	Individual Signing: [print name]
Signature:	Signature:
Title:	Title:
Signing Date:	Signing Date:

1. **DEFINITIONS.** For purposes of this Nexgate Services Exhibit the following definitions shall apply. Capitalized terms used in this Nexgate Services Exhibit without separate definition shall have the meaning specified in the General Terms.

1.1 "Customer Data" means the data uploaded by Customer to Proofpoint via the applicable Nexgate Services and stored on Proofpoint's servers.

1.2 "Customer Equipment" means Customer's computer hardware, software and network infrastructure used to access the Nexgate Services.

1.3 "Nexgate Service(s)" means the applicable Proofpoint service(s) set forth in Proofpoint Nexgate Description attached hereto as Attachment A.

1.4 "Users" means Customer's and its Affiliates' employees, agents, contractors, consultants or other individuals who are authorized by Customer to use the Nexgate Service(s).

1.5 "Scans" means scans of the social web via the Proofpoint SocialDiscover and SocialPatrol modules.

2. **TERMS OF NEXGATE SERVICE.** Proofpoint shall make the Nexgate Services available to Customer and its Affiliates in accordance with the General Terms, Order Form, this Nexgate Services Exhibit and the Nexgate Services Description. For the purposes of this Nexgate Services Exhibit, the definition of Mailbox in the General Terms shall not apply and any other reference to "Mailbox" in the General Terms shall be deleted and replaced with, as applicable: (i) "User" and (ii) "Scans". Customer's right to use the Nexgate Service is limited to, as applicable: (i) the maximum number of Users for each module specified in each Order Form and (ii) the maximum number of Scans for each module specified in each Order Form.

3. **CUSTOMER RESPONSIBILITIES.** Customer is responsible for (i) all activities conducted under its User logins; (ii) obtaining and maintaining any Customer Equipment and any ancillary services needed to connect to, access or otherwise use the Nexgate Service and ensuring that the Customer Equipment and any ancillary services are compatible with the Nexgate Services and comply with all configuration requirements set forth in the Nexgate Services Description; and (iii) complying with all laws, rules and regulations regarding the management and administration of its electronic messaging system, including but not limited to, obtaining any required consents and/or acknowledgements from its Users and service providers (if applicable) in managing its electronic messaging system. Customer is responsible for providing accurate, current and complete contact information, including Customer's legal business name, physical address, email address and phone number and for updating this information promptly in the event of any change. As part of the registration process, Customer will identify an administrative user name and password for Customer's Nexgate Services account. Customer may use the administrative user name and password to create standard users (each with a user password). Customer is responsible for maintaining the security of its user names and passwords at the user level and for promptly changing or deleting any user name or password that Customer believes may have been compromised. Proofpoint reserves the right to institute password requirements (such as the length of password or the required use of numbers, symbols etc.) and to refuse registration of, or cancel passwords it deems inappropriate.

4. **INDEMNIFICATION BY CUSTOMER.** Customer shall defend, indemnify and hold Proofpoint harmless against any loss, damage or costs (including reasonable

attorneys' fees) incurred in connection with claims made or brought against Proofpoint by a third party alleging that the Customer Data, or Customer's use of the Nexgate Services in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, such third party; provided, that Proofpoint (a) promptly gives written notice of the claim to Customer; (b) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle any claim unless it unconditionally releases Proofpoint of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

5. THIRD PARTY SERVICES. The Nexgate Services may allow Customer to interface with a variety of third party software or services obtained separately by Customer (e.g., Facebook, Twitter, LinkedIn). No endorsement of any such service should be inferred as a result of any integration with the Nexgate Services and Proofpoint is not responsible for the data, operation or functionality of such third party services. While Proofpoint may, in its sole discretion, customize the Nexgate Services to interoperate with various third party services: (i) Customer is responsible for complying with the terms and policies of each such third party service including, without limitation, any payment obligations related thereto; and (ii) Proofpoint cannot guarantee that such third party services will continue to interoperate with the Service.

6. SECURITY. Proofpoint maintains commercially reasonable safeguards to protect the security and integrity of Customer Data. Such safeguards include commercially reasonable (a) backup and recovery procedures, (b) firewalls and access controls designed to prevent unauthorized access to the Services, and (c) using a SAS 70 Type II certified (or equivalent) data center.

7. WARRANTIES.

7.1 Proofpoint warrants that the Nexgate Services will substantially conform in all material respects in accordance with the Nexgate Services Description. Customer will provide prompt written notice of any non-conformity. Proofpoint may modify the Nexgate Services Description in its sole discretion, provided the functionality of the Nexgate Services will not be materially decreased during the Term. As Customer's sole and exclusive remedy and Proofpoint's entire liability for any breach of the foregoing warranty, Proofpoint will (i) use reasonable efforts to fix, provide a work around, or otherwise repair or replace the Nexgate Services or, if Proofpoint is unable to do so, (ii) terminate this Nexgate Services Exhibit and return the Subscription Fees paid to Proofpoint or Reseller for such allegedly defective Nexgate Services for the period commencing from Customer's notice of nonconformity through the remainder of the Initial Term or Extension Term, as applicable.

7.2 Proofpoint warrants that the Nexgate Service will meet the requirements set forth in the Nexgate Services Level Agreement ("SLA"), as described on Proofpoint's website at <http://www.proofpoint.com/license>. In the event of a breach of the foregoing warranty, as Customer's sole

and exclusive remedy, Proofpoint will provide the remedy set forth in the respective SLA.

7.3 PROOFPOINT DOES NOT WARRANT THAT THE NEXGATE SERVICES WILL PROTECT AGAINST ALL POSSIBLE THREATS OR ATTACKS; NOR DOES IT MAKE ANY WARRANTY AS TO THE DATA OR RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. CUSTOMER ACKNOWLEDGES THAT PROOFPOINT ANALYZES DATA THAT IS MADE AVAILABLE PUBLICLY THROUGH THE INTERNET AND THAT PROOFPOINT MAKES NO REPRESENTATIONS WITH RESPECT THERETO.

8. TERMINATION. Upon the effective date of termination of this Nexgate Services Exhibit or the Agreement, Customer's license to use the Nexgate Services will cease.

ATTACHMENT A

NEXGATE SECURITY & COMPLIANCE SERVICES DESCRIPTION

Overview

Nexgate is a hosted application that delivers brand protection and compliance for enterprise social media accounts. Its technology integrates with the leading social networking platforms and applications such as Facebook, Twitter, Google+, LinkedIn, YouTube, Pinterest, Instagram, Salesforce Chatter, and others to enable Customer to find and audit brand affiliated accounts, pages, and profiles, manage access and connected applications, filter abusive or offensive content, enforce compliance standards and rules, archive communications, and stop fraud and account hacking.

Nexgate SocialDiscover™ social media brand account search

Nexgate SocialDiscover automates social account search across the leading social networks to find social media pages, profiles or accounts affiliated with Customer's brand, whether created by an employee, partner, customer, or competitor, categorize each account for analysis and reporting, and persistently monitor the social networks for any new or fraudulent accounts.

Social Account Search

SocialDiscover scans the social web to find accounts affiliated with Customer's brand. Customer can determine the number of branded accounts in each social network, and persistently scan for any new accounts to maintain an up-to-date inventory.

Automatic Alerts

SocialDiscover provides automated alerts when a new branded account is detected. Using API integration with the social networks, SocialDiscover tool continuously scans for any new accounts based on Customer's saved search parameters, and notifies Customer in the event new accounts matching those search parameters are detected.

On Demand Account Content Scan

SocialDiscover provides the ability to scan the public facing content on selected social accounts to determine potential security or compliance risks. Once selected the account will have its content scanned against 100s of content and application categories. On demand scan results appear in a dashboard and summarized at an account level or across groups of accounts with exportable reports. Recurring and automatic scans can also be set for a key accounts that require ongoing monitoring.

Nexgate SocialPatrol™ social media account protection and policy enforcement

Nexgate SocialPatrol provides advanced protection for branded social media accounts across all major social networks, including Facebook, LinkedIn, Google+, and Pinterest.

SocialPatrol enables Customer to lock its social media accounts, stop hackers from defacing its brand, remove malicious or inappropriate content, control connected applications, prevent unauthorized publishing, and address compliance requirements.

Account Hacking & Tampering Detection with ProfileLock

SocialPatrol includes ProfileLock, which provides real-time monitoring and remediation for account tampering, hacks, and abuse. ProfileLock integrates via API with all leading social networks, and continuously monitors modifications to Customer social media profiles. If any change occurs, ProfileLock automatically alerts Customer and removes any unauthorized content after a pre-specified period of time.

Automated Social Media Content Moderation

SocialPatrol automates content and security moderation. Pre-configured policy templates come embedded within SocialPatrol for content security, compliance and acceptable use. Customer can set standardized policy across a wide range of industries, including financial services, healthcare, pharmaceutical, retail and more, with no rule-writing required. SocialPatrol includes over 110 classifiers working in unification with NLP.

Social Application Controls

SocialPatrol enables Customer to control the applications that are allowed to publish content on a specific social account or set of accounts. This includes over 2,000 application types across over 8 categories of apps. Customer can use built-in policy templates for application rules as well as using the base categorization to collect the list of applications publishing on their accounts and, then, create a white list of approved applications that are authorized to publish on Customer accounts.

Risk and Compliance Management

SocialPatrol provides click-and-comply policy controls and reporting to enable Customer to ensure compliance with industry regulations and corporate governance.

SocialPatrol includes pre-built policies and reports.

Nexgate SocialSyndicate™ social media content review

SocialSyndicate provides a web-based portal to submit content for automated content scanning, workflow routing, and sharing with content libraries prior to publishing on social media channels. SocialSyndicate enables distribution of submission profiles via links to enable content submission and collection from multiple employee demographics and social contributors. SocialSyndicate is directly integrated with Salesforce Marketing Cloud Social Studio and includes built-in integration capabilities for social publishing tools and content libraries.

Nexgate Password Lockbox social account password manager

Nexgate Password Lockbox allows the admin passwords for social accounts to be protected and hidden from users of a social account or social tool while still allowing users to access the accounts via a centrally managed portal with optional two-factor authentication enforced. This allows the removal of password sharing over email or spreadsheets as well as non-disruptive change-control of passwords for social accounts or tools.

Socialware Compass Social Media Compliance Solution (SMC)

SMC enables users to automate the review of social media profiles and posts using configurable workflows and moderation queues. SMC also provides a comprehensive set of access controls that allows compliance to enable or disable specific features (e.g., LinkedIn recommendations or Facebook Likes) directly on the native social sites. SMC also features complete archiving of social media activity that provides information to compliance teams for the purposes of discovery or post-review.

SMC offers a complete automated profile management capability, including enhanced review that allows for multiple reviewers of a user's profile, feedback to the end user and workflow management. Changes to a profile are highlighted to enable easy review.

Socialware Voices Social Media Compliant Content Library (SML)

SML allows content producers to publish social media posts to Facebook, Twitter and LinkedIn from one location. Users get access to a library of pre-approved content provided by Customer's marketing team to share on their social networks. Content producers can also subscribe to campaigns that get shared to their social networks automatically or they can schedule content and posts to be shared at a pre-set date and time of their choosing. SML also provides a dashboard of metrics that content providers can further leverage for additional information (e.g., which content is performing the best and potential new contacts).