



## Nexgate Services Service Level Agreement

### 1. Standard Terms Applicable to each SLA:

**A. Definitions.** Except as otherwise modified or defined herein, all capitalized terms in this Nexgate Services Service Level Agreement have the same meanings as set forth in the General Terms and Conditions and the Nexgate Services Exhibit (collectively, "Agreement"). For purposes of this Nexgate Services Service Level Agreement the following definitions will apply.

**A.1** "Scheduled Maintenance Window" means the window during which monthly scheduled maintenance of the Nexgate Service may be performed. The Scheduled Maintenance Window can occur up to three times monthly between the hours of 12:00 a.m. to 3:00 a.m. Pacific time.

**A.2** "Emergency Maintenance" means any time outside of Scheduled Maintenance Window that Proofpoint is required to apply urgent patches or fixes, or undertake other urgent maintenance activities. If Emergency Maintenance is required, Proofpoint will contact Customer and provide the expected start time and the planned duration of the Emergency Maintenance and if Proofpoint expects the Nexgate Service to be unavailable during the Emergency Maintenance.

**A.3** "System Availability" means the percentage of total time during which a Nexgate Service is available to Customer, excluding Scheduled Maintenance Window and Emergency Maintenance.

### B. Service Credits

**B.1** "Service Credit" means the percentage of the monthly Subscription Fees paid or payable for the Nexgate Service product that is awarded to Customer for a validated claim associated with that portion of the Nexgate Service related to breach of the applicable SLA during that month.

**B.2** In any given month Customer shall in no event be entitled to receive a credit that exceeds 100% of its monthly Subscription Fee for the nonconforming Nexgate Service product.

**B.3** Any Service Credits earned by Customer hereunder will be applied to the Subscription Fees owed by Customer for the next Nexgate Service product subscription period for which the Service Credit applies. Service Credits earned by Customer hereunder will be applied against amounts due for an Extension Term. If Service Credits cannot be applied to future Subscription Fees because the Agreement has terminated due to Proofpoint's breach of the Agreement, Proofpoint will promptly pay Customer the amount of the Services Credit.

### C. SLA Claims

**C.1** Customer must notify Proofpoint Customer Support within five (5) business days from date of incident it first believes entitles it to receive a remedy under the SLA set forth below. Failure to comply with this reporting requirement may forfeit Customer's right to receive a remedy in connection with an SLA.

**C.2** For all claims subject to validation by Proofpoint, Proofpoint will use log files, database records, audit logs, and any other information available to validate claims and make a good faith judgment on the applicability of SLAs to said incident. Proofpoint shall make information used to validate a SLA claim available for auditing by Customer at Customer's request.

**C.3** In the event that more than one aspect of the Nexgate Service is affected by the same root cause, the single SLA applicable to such Nexgate Service of Customer's choosing may be claimed and no other claim will be validated or otherwise allowed for that event.

**C.4** Except for gross negligence or willful misconduct, the remedies set forth herein represents Customer's sole and exclusive remedy for Proofpoint's breach of the SLAs defined in this SLA.

### D. Exclusions

**D.1** Customer shall not have any remedies under any SLA to the extent any SLA claim is due to: (i) use of the Nexgate Service outside the scope described in the Agreement; (ii) Customer Equipment and/or third party software, hardware or network infrastructure outside of Proofpoint's data center and not under the direct control of Proofpoint; (iii) failure of Customer to meet the configuration requirements for Customer Equipment set forth in the Documentation; (iv) a Force Majeure Event; Customer's unauthorized action or inaction from Customer's employees, agents, contractors, or vendors or anyone gaining access to Proofpoint's network by means of Customer's passwords or equipment.

### 2. NEXGATE SERVICE AVAILABILITY SLA

**A.1** Proofpoint warrants at least 99.999% System Availability of Service Modules as outlined in the Nexgate Services Exhibit, excluding Scheduled Maintenance Window and Emergency Maintenance.

**A.2 Service Availability Calculation:** If the Nexgate Service System Availability is less than 99.999%, and if Customer has fulfilled all of its obligations under the Agreement and this Service Level Agreement, Proofpoint will provide Customer with a Service Credit for the month in which the failure to meet the System Availability has occurred.

Proofpoint cannot accurately estimate the unlikely, but possible, time required for Emergency Maintenance, due to variables beyond its control including but not limited to: SMN API functionality and stability, and Internet connectivity and network disruption outside of the Service Providers control.

**A.3 Remedy.** If the System Availability is less than 99.999%, and if Customer has fulfilled all of its obligations under the Agreement and this SLA, Proofpoint will provide Customer with a Service Credit for the month in which the failure to meet the System Availability SLA has occurred. The Service Credit will be calculated in accordance with the table below.

% of System Availability per Calendar Month	Service Credit
< 99.999%	10%
< 98.0%	25%
< 95.0%	100%