PRODUCT EXHIBIT
PROOFPOINT ENTERPRISE PROTECTION/PRIVACY/TARGETED ATTACK PROTECTION (TAP)

This Product Exhibit is an exhibit to the General Terms and Conditions ("General Terms"). The General Terms are an integral part of this Product Exhibit and are incorporated by reference.

IN WITNESS WHEREOF, Proofpoint and Customer represent and warrant to the other that the person entering into this Product 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 Product Exhibit the following definitions shall apply. Capitalized terms used in this Product Exhibit without separate definition shall have the meaning specified in the General Terms.

1.1 "Customer Data" means the rules and policies set by Customer in its use of the Software and the Customer e-mail and associated content managed by the Software.

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

1.3 "Open Source Software" means various open source software, including GPL software which is software licensed under the GNU General Public License as published by the Free Software Foundation, and components licensed under the terms of applicable open source license agreements included in the materials relating to such software.

1.4 "Software", including Software Updates thereto, means the software for the filtering and/or processing of email either (a) via the on-demand, Web-based services provided by Proofpoint (**"Software as a Service"**) or (b) by use of an Appliance by Customer (**"Appliance Software"**).

1.5 "Users" means Customer's and its Affiliates' employees, agents, contractors, consultants or other individuals who are authorized by Customer to use the Software.

2. LICENSE TERMS.

2.1 Terms of Use. Proofpoint shall make the Software available to Customer and its Affiliates in accordance with the General Terms, Order Form, this Product Exhibit and the Documentation. Customer's right to use the Software is limited to the maximum number of Mailboxes for each module and the deployment (i.e., SaaS or appliance) specified in each Order Form.

2.2 Warranty. Proofpoint warrants that the Software will function in substantial conformance in all material respects with the Documentation ("Software Warranty"). Proofpoint may modify the Documentation in its sole discretion, provided the functionality of the Software will not be materially decreased during the Term. Proofpoint does not warrant that the Software will operate in the combinations that Customer may select for use, or that the operation of the Software will be uninterrupted or error-free, or that all Software errors will be corrected. Customer will provide prompt written notice of any non-conformity. 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 Software or, if Proofpoint is unable to do so, (ii) terminate this Product Exhibit and return the Subscription Fees paid to Proofpoint or Reseller for such allegedly defective Software for the period commencing from Customer's notice of nonconformity through the remainder of the Initial Term or Extension Term, as applicable. The Software Warranty does not apply to: (a) Software that has been modified by any party other than Proofpoint; or (b) Software that has been improperly installed or used in a manner other than as authorized under the Agreement to the extent such modification(s) or improper installation cause the Software to be nonconforming. If, in the parties reasonable judgment, the functionality or utility of the physical Appliance is materially impacted as a result of Proofpoint's termination of Customer's right to use the non-conforming Software under this Section 2, Customer may return the physical Appliance in accordance with the return provisions

specified in Section 3.3(a) and Proofpoint will refund the fees paid to Proofpoint for such physical Appliance. If Customer has purchased the physical Appliance through a Reseller, then Reseller shall refund the foregoing fees to Customer.

2.3 Termination. Within thirty (30) days after termination of this Product Exhibit, Customer shall certify in writing to Proofpoint that all copies of the Software, Software Updates, and Documentation in any form, including partial copies within modified versions, have been destroyed or returned to Proofpoint. Proofpoint will delete Customer Data from Proofpoint systems within ninety (90) days of termination.

3. APPLIANCE SOFTWARE. This Section 3 shall apply to Customer if Customer licenses the Software to be deployed on premise on an Appliance.

3.1 Open Source Software. Open Source Software is composed of individual software components, each of which has its own copyright and its own applicable license conditions. Customer may obtain information, (including, if applicable, the source code) regarding the inclusion of Open Source Software in the Software by sending a request, with Customer's name and address to Proofpoint at the address specified in the Order Form. Customer may redistribute and/or modify the GPL software under the terms of the GPL. A copy of the GPL is included on the media on which Customer receives the Software or included in the files if the Software is electronically downloaded by Customer. This offer to obtain a copy of the source files for GPL software is valid for three (3) years from the date Customer acquired the Appliance Software.

3.2 Shipment, Delivery, Title, Risk of Loss. Proofpoint will ship the physical Appliance F.O.B. Origin. With respect to physical Appliances: (i) unless specified in advance by Customer, Proofpoint will select the carrier in its own discretion and (ii) Customer will be responsible for all freight, packing, duties, import fees and related taxes, insurance and other shipping-related expenses from Proofpoint's location. Title to the physical Appliance (excluding any software or firmware embedded in the Appliance) and risk of loss will pass to Customer upon Proofpoint's delivery of the physical Appliance to the carrier. Any Software Updates shall be delivered via file transfer protocol unless physical shipment (e.g. compact disk) is specifically requested by Customer.

3.3 Warranties.

(a) Proofpoint warrants to Customer that the physical Appliance will be free from defects in materials and workmanship, under normal intended use, for twelve (12) months from the original shipment date of the Appliance ("Appliance Warranty"). Customer will provide prompt written notice of any non-conformity during the Appliance Warranty period. Provided that Proofpoint receives such timely notification, Customer's sole and exclusive remedy and Proofpoint's entire liability for any breach of the foregoing warranty is to ship a replacement Appliance. If the Appliance is replaced, such replacement Appliance is warranted for the unexpired portion of the original Appliance Warranty. If the Appliance is damaged due to Customer's negligence or willful misconduct, Customer will be responsible for all shipping and repair costs. Otherwise, Proofpoint will be responsible for all shipping costs related to shipping the replacement Appliance to Customer. Any Appliance that is replaced becomes the property of Proofpoint. Proofpoint will not be responsible for Customer's or any third party's software, firmware, information, or data contained in or stored on any Appliance returned to Proofpoint, whether under warranty or not.

(b) This Appliance Warranty does not apply to (a) an Appliance that is improperly installed or used in a manner other than as authorized under the Agreement, to the extent such improper installation or use cause the breach of warranty; (b) an Appliance that has been modified or repaired by Customer or any party other than Proofpoint, to the extent such modifications cause the breach of warranty; (c) an Appliance that is damaged due to Customer's mishandling, abuse, negligence, or improper storage, servicing or operation; or (d) an Appliance that is damaged due to power failures, surges, lightning strikes, fire, flood, accident, and actions of third parties or other events outside Proofpoint's reasonable control.

(c) If Customer has purchased Proofpoint's encryption module that includes Proofpoint Key Service ("PKS"), which is a generator of random and temporary encryption passwords hosted by Proofpoint, then the PKS System Availability SLA defined in the Hosted Services Service Level Agreement ("SLA Agreement") shall apply. The SLA Agreement is posted 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.

4. SOFTWARE AS A SERVICE. This Section 4 shall apply to Customer if Customer licenses the Software as a Service.

4.1 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 Software as a Service and ensuring that the Customer Equipment and any ancillary services are compatible with the Software as a Service and comply with all configuration requirements set forth in the Documentation; 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. If Customer has elected to route outbound email through the Software as a Service, Customer is responsible for maintaining the outbound email filtering Software as a Service configuration settings established by Proofpoint to filter and block emails identified by Proofpoint as either containing a virus or having a spam score of ninety-five (95) or higher. If Proofpoint has reason to believe that Customer has modified the outbound email configuration setting, Proofpoint reserves the right to monitor and reset such settings.

4.2 Service Levels. Proofpoint warrants that the Software as a Service will meet the requirements set forth in the SLA Agreement. In the event of a breach of the foregoing warranty, as Customer's sole and exclusive remedy, Proofpoint will provide the applicable remedy set forth in the SLA Agreement.

4.3 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 Software as a Service 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.