



SECURE SHARE EXHIBIT

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

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

1.1 "Customer Data" means all files (eg. email attachments) and associated content stored in and managed by Secure Share.

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

1.3 "Named User" means Customer's and its Affiliates' employees, agents, contractors, consultants or other individuals who are authorized by Customer to use Secure Share on behalf of Customer.

1.4 "Secure Share" means the product for the sharing of files hosted by Proofpoint, including updates thereto.

2. TERMS OF SECURE SHARE. Proofpoint shall make Secure Share available to Customer and its Affiliates in accordance with the General Terms, Order Form, this Secure Share Exhibit, the Secure Share Documentation and the Secure Share Terms of Service. Customer's right to use Secure Share is limited to: (i) the maximum number of Named Users specified in each Order Form; (ii) a maximum total storage limit equal to the product of the currently licensed number of Named Users multiplied by 2GB; and (iii) a maximum retention period of one hundred eighty (180) days, unless otherwise set forth in the applicable Order Form. For the purposes of this Secure Share 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 "Named User". Secure Share may only be used for the sharing of files and temporary storage of such files and not as a back-up service.

3. CUSTOMER RESPONSIBILITIES. Customer is responsible for (i) all activities conducted under its Named User logins; (ii) use of Secure Share by any of its Named User; (iii) obtaining and maintaining any Customer Equipment and any ancillary services needed to connect to, access or otherwise use Secure Share and ensuring that the Customer Equipment and any ancillary services are compatible with Secure Share and comply with all configuration requirements set forth in the Secure Share Documentation; and (iv) complying with all laws, rules and regulations regarding the management and administration of its electronic messaging and file sharing system, including but not limited to, obtaining any required consents and/or acknowledgements from its Named Users and service providers (if applicable) in managing its electronic messaging and file sharing system. Customer shall (i) take all necessary measures to ensure that the Named Users use Secure Share in accordance with the terms and conditions of this Agreement; and (ii) comply and cause its Named Users to comply with the applicable sections of the Proofpoint Secure Share Terms of Service located at <https://secureshare.proofpoint.com>. Notwithstanding anything to the contrary in this Secure Share Exhibit, for the purposes of Proofpoint's compliance with its obligations under this Secure Share Exhibit, Customer shall have obtained or obtain appropriate consent or authorization and be deemed to have consented to and authorized Proofpoint (and its authorized subcontractors) to retain, store and transmit any Customer Confidential Information (including, but not limited to, Customer Data) pursuant to the normal functioning of Secure Share, including but not limited to (i) all configuration, rules and policies executed at Customer's direction; (ii) any document management or retention protocols that would delete, track, transmit or route documents or other data;

and (iii) any requests by Customer or required hereunder for log, access, support-related or other transmissions under this Secure Share Exhibit. PROOFPOINT DOES NOT WARRANT THE ACCURACY OF THE INTENDED MANAGEMENT OF ANY FILE, OR THAT NO FILE WILL BE LOST.

4. WARRANTIES.

Proofpoint warrants that Secure Share will substantially conform in all material respects with the Secure Share Documentation. Customer will provide prompt written notice of any non-conformity. Proofpoint may modify the Secure Share Documentation in its sole discretion, provided the functionality of Secure Share 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 Secure Share or, if Proofpoint is unable to do so, (ii) terminate this Secure Share Exhibit and return the Subscription Fees paid to Proofpoint or Reseller for such allegedly defective Secure Share for the period commencing from Customer's notice of nonconformity through the remainder of the Initial Term or Extension Term, as applicable.

5. 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 (or any of its Named Users) use of Secure Share 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.

6. TERMINATION. Upon the effective date of termination of this Secure Share Exhibit, Customer's license to use the Secure Share will cease and Proofpoint will delete all backed-up Customer Data from Proofpoint systems.