



EMAIL ARCHIVING SERVICE EXHIBIT

This Email Archiving Service Exhibit is an exhibit to the General Terms and Conditions ("General Terms"). The General Terms are an integral part of this Email Archiving Service Exhibit and are incorporated by reference.
IN WITNESS WHEREOF, Proofpoint and Customer represent and warrant to the other that the person entering into this Email Archiving Service Exhibit is authorized to sign this Agreement on behalf of their respective party.

Table with 2 columns: CUSTOMER and PROOFPOINT, INC. Rows include Signature, Individual Signing [print name], Title, and Signing Date.

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

1.1 "Customer Data" means all data (which may include Personal Data) stored by Customer in the Email Archiving Service.

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

1.3 "Disposition of Customer Data" means the removal of Customer Data such that it cannot be restored in human readable form from any and all storage mediums (including backups).

1.4 "Email Archiving Service" means the email archiving service provided by Proofpoint, including updates thereto.

1.5 "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.

1.6 "Users" is a License metric (sometimes referenced in the Quote or Purchase Order as a Mailbox) and means Customer's and its Affiliates' employees, agents, contractors, consultants or other individuals who are authorized by Customer to use the Email Archiving Service and/or whose information is stored on the Email Archiving Service.

2. TERMS OF THE EMAIL ARCHIVING SERVICE.

2.1 Proofpoint shall make the Email Archiving Service available to Customer and its Affiliates in accordance with the General Terms, Purchase Order, this Email Archiving Service Exhibit and the Email Archiving

Service Documentation. Customer's right to use the Email Archiving Service is limited to the maximum number of Users and storage amount for each module specified in each Purchase Order.

2.2 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 Purchase Order. 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 Software product.

2.3 Pursuant to the provisions of Rule 17a-4 (the "Rule") issued by the Securities and Exchange Commission ("SEC") Customer may, at no additional charge, request that Proofpoint act as "third party downloader" with respect to Customer Data stored on electronic media. Upon receipt of Customer's request and verification by Proofpoint that Customer has deposited the Email Archiving Service encryption key with Proofpoint's archiving escrow agent, Proofpoint will provide written notification to the SEC or other SEC designated regulatory bodies that Proofpoint is a "third party downloader" for Customer. Upon receipt of recipient access instructions from Customer, or notice from a recipient entitled under SEC rules to access Customer Data ("Authorized Recipient"), Proofpoint will furnish the Authorized Recipient with reasonable access to Customer Data as required under the Rule. Access will include Proofpoint downloading Customer Data to the Authorized Recipient through the Internet (during regular business hours), or

through such other means of access as may be required by the SEC and/or by Proofpoint, loading the Customer Data onto a CD (using the encryption key), and providing the CD to the Authorized Recipient. Upon completion of providing access to Customer Data to the Authorized Recipient, Proofpoint will destroy all copies of the encryption key and send written confirmation to Customer to that effect. In the event Proofpoint delivers Customer Data in accordance with this Section 2.4, Customer agrees to pay the resulting retrieval charge in accordance with Proofpoint's then current prices.

2.4 Provided Customer has purchased the applicable license, Customer may use the user interface provided on the Appliance to search Customer Data and export Customer Data. For an additional fee, Proofpoint will export Customer Data for delivery to Customer on standard storage media.

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 Email Archiving Service and ensuring that the Customer Equipment and any ancillary services are (a) compatible with the Email Archiving Service and (b) comply with all configuration requirements set forth in the Email Archiving Service 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 employees and service providers (if applicable) in managing its electronic messaging system; and (iv) Disposition of Customer Data after the expiry of the applicable retention period.

4. WARRANTIES; DISCLAIMERS.

4.1 Proofpoint warrants to Customer that the 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. 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.

4.2 The Appliance Warranty does not apply to (a) an Appliance that is improperly installed or used in a manner other than as authorized under this 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 or its authorized representative, 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.

4.3 Proofpoint warrants that the Email Archiving Service will substantially conform in all material respects in accordance with the Email Archiving Service Documentation ("Email Archiving Service Warranty"). Customer will provide prompt written notice of any non-conformity. Proofpoint may modify the Email Archiving Service Documentation in its sole discretion, provided the functionality of the Email Archiving Service 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 Email Archiving Service Warranty, Proofpoint will (i) use reasonable efforts to fix, provide a work around, or otherwise repair or replace the Email Archiving Service or, if Proofpoint is unable to do so, (ii) terminate this Email Archiving Service Exhibit and return the Subscription Fees paid to Proofpoint or Reseller for such allegedly defective Email Archiving Service for the period commencing from Customer's notice of nonconformity through the remainder of the Initial Term or Extension Term, as applicable.

4.4 Proofpoint warrants that the Email Archiving Service will meet the requirements set forth in the Service Level Agreements (each, an "SLA"), 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 and Proofpoint's entire liability, Proofpoint will provide the remedy set forth in the respective SLA.

4.5 Proofpoint warrants that the Email Archiving Service storage media meets the conditions set forth in SEC Rule 17a-4 paragraph f (2) (ii), which requires electronic storage media to (i) preserve the records exclusively in a non-rewriteable, non-erasable format; (ii) verify automatically the quality and accuracy of the storage media recording process; (iii) serialize the original and, if applicable, duplicate units of storage media, and time-date for the required period of retention the information placed on such electronic storage media; and (iv) have the capacity to readily download indexes and records preserved on the electronic storage media to any medium acceptable as required by the SEC or the self-regulatory organizations of which the member, broker, or dealer is a member.

4.6 PROOFPOINT DOES NOT WARRANT THAT THE PROOFPOINT PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS OR THAT EMAIL WILL NOT BE LOST. PROOFPOINT DOES NOT WARRANT THE OPERATION OF THE PROOFPOINT PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL SOFTWARE ERRORS WILL BE CORRECTED.

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 use of the Email Archiving 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.

6. TERMINATION. Upon the effective date of termination of this Email Archiving Service Exhibit, Customer's license to use the Email Archiving Service will cease, provided that for a period of thirty (30) days after termination ("Wind Down Period") Customer may continue to access and retrieve Customer Data that has been stored in the Email Archiving Service prior to termination. During the Wind Down Period, Customer may not use the Email Archiving Service to archive new email messages. For an additional fee, Proofpoint will export Customer Data for delivery to Customer on standard storage media. If Proofpoint has not received a written request from Customer to export Customer Data prior to the end of the Wind Down Period, Proofpoint will initiate Disposition of Customer Data remaining in its possession and Disposition of Customer Data will be completed within thirty (30) days of the end of the Wind Down Period.