

Hosted 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 Hosted Services Service Level Agreement have the same meanings as set forth in the General Terms and Conditions and the applicable Product Exhibit (collectively, "Agreement"). For purposes of this Hosted Services Service Level Agreement the following definitions will apply.

A.1 "Scheduled Maintenance Window" means the window during which weekly scheduled maintenance of the Hosted Service may be performed. The Scheduled Maintenance Window is between the hours of Friday 9:00 p.m. to Saturday 5:00 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 Hosted Service to be unavailable during the Emergency Maintenance.

B. Service Credits

B.1 "Service Credit" means the percentage of the monthly Subscription Fees paid or payable for the Hosted Service product that is awarded to Customer for a validated claim associated with that portion of the Hosted 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 Hosted Service product.

B.3 Any Service Credits earned by Customer hereunder will be applied to the Subscription Fees owed by Customer for the next Hosted 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 via support ticket within five (5) business days from the occurrence of the SLA incident. Customer's claim ticket must identify which specific SLA applies and the details of the relevant incident. Distributors and channel partners may NOT open SLA tickets on behalf of a Customer. If requested by Proofpoint Customer will provide Proofpoint a live copy of the applicable email with the original Proofpoint headers (complete and untampered with) for analysis. Failure to comply with these reporting requirements 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 a Hosted Service product is affected by the same root cause, the single SLA applicable to such Hosted Service product 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 Hosted Service product 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; or (iv) a Force Majeure Event. These SLAs do not apply to any end of life product or software version.

SECURITY SERVICES HOSTED SERVICE SLAs. The following SLAs apply to the Security Services Hosted Service. Filtering System Availability SLA.

A.1 Proofpoint warrants at least 99.999% System Availability, which is defined as % of total time during which email service connectivity on port 25 is available during each calendar month, excluding Scheduled Maintenance Window and Emergency Maintenance. For purposes of calculating System Availability, only downtime occurrences exceeding 30 seconds will apply.

A.2 Customer Responsibilities. Customer must: (a) set up MX records and outbound entries in accordance with the Hosted Service product latest welcome letter provided to Customer; (b) identify the number of impacted users as a subset against the total number of licensed users; (c) if inbound email is impacted provide the timeframes of the Service unavailability; (d) if outbound email is impacted provide copies of impacted email with the original Proofpoint headers complete and unaltered; and (e) provide ping and trace routes.

A.3 Remedy. If the email 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 email System Availability SLA has occurred. The Service Credit will be calculated in accordance with the table below.

% of Email System Availability per Calendar Month	Service Credit
< 99.999%	25%
< 99. 0%	50%
< 98.0%	100%

B. Email Delivery SLA

- **B.1** Proofpoint warrants that the average of Email Delivery (as defined below) times, as measured in minutes over a calendar month, will be one (1) minute or less.
- **B.2** For purposes of this SLA "Email Delivery" is defined as the elapsed time from when a business email enters the Security Services Hosted Service network to when it exits the Security Services Hosted Service network. The Email Delivery average time measurement for a cluster is calculated using simulated or test emails. These test emails are sent at a periodic frequency and the fastest 95% email delivery times are tracked by Proofpoint to calculate the average for that month.
- **B.3** This SLA applies only to legitimate business email (e.g. not to non-solicited bulk email) delivered to valid Mailbox accounts that are contracted for the Security Services Hosted Service.
- **B.4** Exclusions. Customer shall not have any remedies under this SLA to the extent any SLA claim hereunder is due to (i) delivery of email to quarantine; (ii) email in deferral queues; (iii) email loops; (iv) attachments (only if Customer holds a license to Targeted Attack Protection Attachment Defense); (v) suspect spam; (vi) zero hour wait; or (vii) Customer's primary email server is unable to accept email on initial attempt.
- **B.5** Remedy. If in any calendar month the Email Delivery SLA is not met 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 this SLA has occurred. The Service Credit will be calculated in accordance with the table below.

Average Email Delivery Time	Service Credit
> 1 minute	25%
> 5 minutes	50%
> 10 minutes	100%

C. Virus Filtering SLA

- C.1 Proofpoint warrants that the Security Services Hosted Service will Filter (as defined below) 100% of all Viruses (as defined below) contained in an inbound email to a Customer Mailbox for which a Security Services Hosted Service subscription has been purchased.
- **C.1.1** Proofpoint warrants that the Security Services Hosted Service will Filter 100% of all Viruses contained in an outbound email from a Customer Mailbox for which a Security Services Hosted Service subscription has been purchased.
- **C.2** For purposes of this SLA, the following definitions shall apply:
- C.2.1 "Filter" means to detect and block or quarantine all email messages with Viruses that:
 - (i) match an available virus signature generally available from Customer's selected and licensed anti-virus engine vendor; and
 - (ii) are identifiable by industry standard anti-virus engine heuristics; and
 - (iii) are propagated through registered attachment types that are recognized by Customer's selected and licensed anti-virus engine vendor.
- **C.2.2** "Infection" means if an inbound email to a Customer Mailbox is delivered with a Virus, or if an outbound email from a Customer Mailbox is processed through the Security Services Hosted Service with a Virus without being quarantined.
- **C.2.3** "Virus" means a binary or executable code whose purpose is to gather information from the infected host (such as trojans), change or destroy data on the infected host, use inordinate system resources in the form of memory, disk space, network bandwidth or CPU cycles on the infected host, use the infected host to replicate itself to other hosts, or provide control or access to any of the infected host's system resources.
- C.3 This SLA does not apply to (i) text messages that use fraudulent claims to deceive the Customer and/or prompt the Customer to action (such as phishing); (ii) a binary or executable code installed or run by an end user that gathers information for sales and marketing purposes (such as spyware); (iii) a virus that has been detected and has been cleaned by other virus scanning products; (iv) an ineffective or inactive virus contained in a bounced email; (v) a Virus-infected email that is quarantined by the Hosted Services but is subsequently delivered to an end user or administrator by such end user or administrator; (vi) emails containing attachments that are password protected, encrypted or otherwise under an end user's control; (vii) any action by a Customer end user or administrator that results in deliberate self-infection; or (viii) any Infection occurring within the first thirty (30) minutes of the anti-virus engine vendor's new general release of a virus's applicable signature.
- C.4 Customer will not be eligible to receive a remedy under this SLA if Customer (i) is not subscribing to all anti-virus Security Services Hosted Service modules for all Customer Mailboxes for which a Security Services Hosted Service subscription has been purchased; (ii) has not enabled full virus protection for all Customer Mailboxes for which a Security Services Hosted Service subscription has been purchased; (iii) does not provide Proofpoint with conclusive written evidence (including the full Virus attachment for each email experiencing the Infection) that the Virus was caused by an email that passed through the Security Services Hosted Service network; and (iv) emails exceeding the applicable anti-virus engine's maximum scanning size limit identified in the vendor's documentation.
- **C.5** Remedy. If a validated Infection occurs in any calendar month, 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 this SLA has occurred. The Service Credit will be calculated in accordance with the table below.

Number of validated infections that occurred during a month	Service Credit
1 to 3 Validated Occurrences	25%
4 or more Validated Occurrences	50%

D. Spam Inbound Effectiveness SLA

- D.1 Proofpoint warrants that the Security Services Hosted Service will detect 99% of inbound spam in each calendar month.
- **D.2** This SLA does not apply to false negatives to invalid Mailboxes. Additionally, this SLA applies only to spam messages processed through Proofpoint's Security Services Hosted Services and does not apply to email sent from users or domains that have been safelisted or whitelisted by Customer within the Security Services Hosted Service.
- **D.3** Proofpoint will make a good faith estimation of the spam capture rate based on the regular and prompt submission to the Security Services Hosted Service support center of all false negatives to report spam missed by Security Services Hosted Service.
- **D.4** Proofpoint will estimate the percentage of spam detected by the Security Services Hosted Service by dividing the number of spam emails identified by the Security Services Hosted Service as recorded in the Security Services Hosted Service report logs by all spam emails sent to Customer. Proofpoint will estimate all spam emails sent to Customer by adding the number of spam messages (false negatives) missed by the Security Services Hosted Service and reported to the Security Services Hosted Service support team to the number of spam emails detected by the Security Services Hosted Service.
- **D.5** Remedy. If the Security Services Hosted Service detects less than 99% of inbound spam in any calendar month, 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 this SLA has occurred. The Service Credit will be calculated in accordance with the table below.

If monthly average spam capture rate is	Service Credit
< 99%	25%
< 98%	50%
< 95%	100%

E. Spam Outbound Effectiveness SLA

- **E.1** Proofpoint warrants that the Security Services Hosted Service will detect 95% of outbound spam in each calendar month.
- **E.2** This SLA does not apply to false negatives to invalid Mailboxes. Additionally, this SLA applies only to spam messages processed through Proofpoint's Security Services Hosted Services and does not apply to email sent from users or domains that have been safelisted or whitelisted by Customer within the Security Services Hosted Service.
- **E.3** Proofpoint will make a good faith estimation of the spam capture rate based on the regular and prompt submission to the Security Services Hosted Service support center of all false negatives to report spam missed by Security Services Hosted Service.
- **E.4** Proofpoint will estimate the percentage of spam detected by the Security Services Hosted Service by dividing the number of outbound spam emails identified by the Security Services Hosted Service as recorded in the Security Services Hosted Service report logs by all outbound emails sent from the Customer through the Security Services Hosted Service. Proofpoint will calculate the total number of emails sent from the Customer through the Security Services Hosted Service in each calendar month.
- **E.5** Remedy. If the Security Services Hosted Service detects less than 95% of outbound spam in any calendar month, 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 this SLA has occurred. The Service Credit will be calculated in accordance with the table below.

If monthly average spam capture rate is	Service Credit
< 95%	25%
< 93%	50%
< 90%	100%

F. False Positive SLA

- **F.1** Proofpoint warrants that the ratio of legitimate business email incorrectly identified as spam by the Security Services Hosted Service to all email (inbound and outbound) processed by the Security Services Hosted Service for Customer in any calendar month will not be greater than 1:350,000.
- F.2 Proofpoint will make a good faith estimation of the false positive ratio based on evidence timely supplied by Customer.
- **F.3** This SLA does not apply to (i) bulk, personal, or pornographic email; (ii) emails containing a majority of non-English language content; or (iii) emails blocked by a policy rule, reputation filtering, or SMTP connection filtering
- **F.4** Remedy. If Proofpoint does not meet this SLA in any calendar month, 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 this SLA has occurred. The Service Credit will be calculated in accordance with the table below.

False Positive Ratio in a Calendar Month	Service Credit
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> 1:350,000	25%
> 1:50,000	50%
> 1:1,000	100%

G.

- Proofpoint Key Service ("PKS") System Availability SLA
 Proofpoint warrants at least 99.999% PKS System Availability to Customer to access existing encryption keys (e.g. G.1 PKS shall not be unavailable more than 26 seconds per month) during each calendar month, excluding Scheduled Maintenance Window and Emergency Maintenance). "System Availability" means the percentage of total time during which PKS is available to Customer, excluding Scheduled Maintenance Window and Emergency Maintenance.'
- Remedy. If PKS 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 this PKS System Availability SLA has occurred. The Service Credit will be calculated in accordance with the table below.

% of PKS System Availability per Calendar Month	Service Credit
< 99.999%	25%
< 99.0%	50%
< 98.0%	100%

PKS HOSTED SERVICE SLAs. The following SLAs apply if PKS is used in conjunction with the Security Appliance Software:

PKS System Availability SLA Α.

- Proofpoint warrants at least 99.999% PKS System Availability to Customer to access existing encryption keys (e.g. **A.1** PKS shall not be unavailable more than 26 seconds per month) during each calendar month, excluding Scheduled Maintenance Window and Emergency Maintenance). "System Availability" means the percentage of total time during which PKS is available to Customer, excluding Scheduled Maintenance Window and Emergency Maintenance.
- Remedy. If PKS 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 this PKS System Availability SLA has occurred. The Service Credit will be calculated in accordance with the table below.

% of PKS System Availability per Calendar Month	Service Credit
< 99.999%	25%
< 99.0%	50%
< 98.0%	100%

EMAIL ARCHIVING HOSTED SERVICE SLAs. The following SLAs apply to the Email Archiving Hosted Service. 4.

SYSTEM AVAILABILITY SLA

- Proofpoint warrants at least 99.9% Email Archiving Hosted Service System Availability to Customer to access existing archived data (e.g. the Email Archiving Hosted Service shall not be unavailable more than 43 minutes per month) during each calendar month, excluding Scheduled Downtime and Emergency Maintenance). "System Availability" means the percentage of total time during which Email Archiving Hosted Service System is available to Customer, excluding Scheduled Maintenance Window and Emergency Maintenance.
- Remedy. If the Email Archiving Hosted Service System Availability is less than 99.9%, 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 this SLA has occurred. The Service Credit will be calculated in accordance with the table below.

% of Email Archiving Hosted Service Availability per Calendar Month	Service Credit
< 99.9%	10%
< 99.0%	15%
< 95.0%	25%

SEARCH PERFORMANCE SLA В.

- Provided Customer has purchased the Email Archiving Hosted Service real-time search option, Proofpoint warrants that the median of Email Archiving Hosted Service search requests executed within a given calendar month will occur within 20 seconds or less.
- For purposes of this SLA search time refers to the elapsed time from when the Email Archiving Hosted Service **B.2** datacenter receives the search request to the time at which the Email Archiving Hosted Service is ready to return result information to the Email Archiving Hosted Service Appliance.
- This SLA applies only to end-user driven search activities and not those initiated by automated systems. **B.3**
- **B.4** This SLA applies only to calendar months in which the customer has performed greater than 250 searches.
- If in any calendar month the Search Performance SLA is not met 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 this SLA has occurred. The Service Credit will be calculated in accordance with the table below.

Median of all searches (minimum of 250 searches per Calendar Month) Service Credit

> 20 seconds	10%
> 25 seconds	15%
> 30 seconds	25%