

AI Addendum

This AI Addendum (the “**AI Addendum**”), is entered into as of the date of the last signature below (the “**Addendum Effective Date**”) and is made by and between Proofpoint, Inc. (“**Proofpoint**”) and the customer identified below (“**Customer**”). This AI Addendum amends, forms an integral part of, and is incorporated into, as applicable: (1) the Proofpoint Master Subscription Agreement or General Terms and Conditions and applicable Product Exhibit(s), (2) an end user license agreement (the online Customer Agreement, a EULA, clickwrap, or clickthrough agreement) accepted by Customer on customer’s initial registration and access of the Proofpoint product or service, or (3) any other written applicable agreement mutually agreed to by the Parties, including the Proofpoint Evaluation terms and conditions, for the Proofpoint Products (the “**Agreement**”). Capitalized terms not defined herein have the meanings given in the Agreement. In the event of a conflict, this AI Addendum controls with respect to its subject matter.

WHEREAS, the parties desire to clarify their respective roles, responsibilities, and use of artificial intelligence under the Agreement, including as applicable in light of Regulation (EU) 2024/1689 (the “**EU AI Act**”), without replacing or diminishing any existing data protection, privacy, or information security obligations set forth in the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree that the Agreement is amended as follows:

1. **AI Features.** The parties acknowledge that Proofpoint provides AI Features within its products and services designed for cybersecurity, compliance, threat detection, and risk-management purposes (“**AI Features**”).
 - a. **Use of AI Features.** AI Features are used by Proofpoint to operate and deliver the Proofpoint Products as defined in the Agreement. AI Features operate only within the scope defined by Proofpoint.
 - b. **Interactive AI Features.** Some Proofpoint Products allow a limited interactive prompting capability. The Customer does not control the underlying models, prompts, or system design of the AI Features.
2. **Minimal Risk.** Proofpoint's AI-enabled threat detection capabilities are intended solely for cybersecurity purposes and are designed for minimal-risk use under the EU AI Act. Customer acknowledges that the AI Features are not intended or supported for Article 5 Unacceptable Use nor Annex III high-risk use cases under the EU AI Act.
3. **Use of AI Outputs.** “**AI Outputs**” means any output, result, response, recommendation, classification, score, alert, or other information generated or returned by the Proofpoint Products' AI Features in connection with Customer's use of the Proofpoint Products, Customer Data or other inputs, or the operation, training, tuning, or improvement of AI Features. AI Outputs support, but do not replace, human judgment. For the avoidance of doubt, AI Outputs should not be the sole basis for decisions producing legal or similarly significant effects on individuals.
4. **Proofpoint Responsibility.** Proofpoint designs, develops, deploys, and operates the AI Features used to deliver the Proofpoint Products in accordance with the Agreement. Without limiting the foregoing, Proofpoint:
 - a. **Responsible AI Governance.** Maintains appropriate governance, testing, and human oversight for AI capabilities and complies with applicable laws governing the processing of personal data. See: <https://www.proofpoint.com/us/legal/trust/artificial-intelligence>.

- b. **Development, Testing, and Evaluation.** Applies commercially reasonable, industry-standard practices to develop, test, and evaluate AI Features, including identifying and addressing material performance issues, unintended behavior, and security risks.
 - c. **Bias Awareness and Mitigation.** Designs its AI Features to minimize unfair bias.
 - d. **Security and Integrity.** Maintains administrative, technical, and organizational safeguards to protect the confidentiality, integrity, and availability of Customer Data and Personal Data. See: <https://www.proofpoint.com/us/legal/trust/technical-and-organizational-measures>.
 - e. **Data Handling.** Processes Customer Data and Personal Data solely in accordance with the Agreement. Proofpoint does not process Customer Data or Personal Data outside of Proofpoint's or its authorized subprocessors' secure computing environments. Proofpoint does not use public or consumer-tier versions of third-party artificial intelligence tools to deliver the Proofpoint Products. Proofpoint uses commercially reasonable measures to restrict any third-party AI tool provider's access to Customer Data and Personal Data.
5. **Customer Data and Personal Data.** Except as expressly provided in the Agreement, Customer retains all rights in Customer Data and Personal Data. Nothing in this AI Addendum transfers ownership of Customer Data or Personal Data to Proofpoint.
- a. **Identifiability.** AI Outputs may include Customer Data or Personal Data as necessary to provide the Proofpoint Products. Any AI Outputs containing such data in identifiable form are treated as Customer Data or Personal Data under the Agreement.
 - b. **Data Use and Training Limitations.** Proofpoint processes Customer Data and Personal Data in accordance with the Agreement and does not use such data to train general-purpose AI models outside the Proofpoint Products. Synthetic or simulated data used in development or testing is designed to avoid identifying individuals.
6. **Transparency and Disclosure.** Subject to confidentiality obligations, Proofpoint will, upon Customer's reasonable requests, provide documentation describing its AI governance, security practices, and AI Features.
7. **WARRANTIES AND DISCLAIMERS.** THE AI FEATURES ARE COVERED BY THE PERFORMANCE WARRANTY SET FORTH IN THE AGREEMENT. EXCEPT AS EXPRESSLY STATED, PROOFPOINT DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ACCURACY, COMPLETENESS, NON-BIAS, EXPLAINABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CUSTOMER:	PROOFPOINT, INC.:
Signature:	Signature:
Individual Signing: [print name]	Individual Signing: [print name]
Title:	Title:
Signing Date:	Signing Date: