



Adaptive Email DLP (AEDLP) Service Level Agreement (Backend Availability and Secure Email Gateway Availability for Email Exfiltration and Misdirected Email offered as AEDLP)

1. Standard Terms Applicable to each Service Level Agreement (SLA):

A. Definitions. Except as otherwise modified or defined herein, all capitalized terms in this Adaptive Email DLP (AEDLP) SLA have the same meanings as set forth in the General Terms and Conditions and the applicable Product Exhibit (collectively, "Agreement"). For purposes of this AEDLP SLA the following definitions will apply.

A.1 "Scheduled Maintenance Window" means the window during which significant weekly scheduled maintenance of the AEDLP 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. Non-significant maintenance may occur at any time.

A.2 "Emergency Maintenance" means any time outside of Scheduled Maintenance Window that urgent patches or fixes or undertake other urgent maintenance activities occur. If Emergency Maintenance is required, Customer will be notified and provided with the expected start time and the planned duration of the Emergency Maintenance and if Proofpoint expects AEDLP 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 AEDLP that is awarded to Customer for a validated claim associated with that portion of the AEDLP 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 AEDLP.

B.3 Service Credits earned by Customer hereunder will be applied against amounts due from the Customer at the next subscription renewal 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.

B.4 The parties acknowledge that each Service Credit is a genuine pre-estimate of the loss likely to be suffered by the Customer and not a penalty.

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 with relevant documentation (e.g., network traces and logs as needed) and emails (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 an SLA claim available for auditing by Customer at Customer's request.

C.3 In the event that more than one aspect of AEDLP is affected by the same root cause, the single SLA applicable to such AEDLP aspect 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 set forth herein to the extent any SLA claim is due to: (i) use of the AEDLP outside the scope described in the Agreement including but not limited to Customer's failure to maintain appropriate security; (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 relevant documentation (iv) emails which have been held by the Secure Email Gateway, Add-ins, or quarantined, unsolicited bulk email, or any email which would not be contemplated by the Supplier to have been sent by a normal user of AEDLP or (v) a Force Majeure Event. These SLAs do not apply to any end-of-life product or software version.

2. The following SLAs apply to AEDLP:

A. Backend Availability SLA

A.1 Supplier will maintain Backend Availability of no less than 99.5% (the Backend Availability SLA) throughout each month of the Subscription Term, save that scheduled maintenance shall not be counted when calculating the Backend Availability SLA. For the avoidance of doubt, Backend Availability shall be understood as availability of the backend core API module used to check emails.

A.2 Based on Customer’s claim subject to section 1.C. herein, in respect of each month of the Subscription Term in which Backend Availability falls below 99.5% (“Uptime”), the Customer shall be entitled to a service credit (“Service Credit”) in respect of such unavailability, calculated in accordance with the table below:

Software Availability	Service Credit (% of applicable Monthly Fee)
95-99.5%	5%
90-94.9%	25%
80-89.9%	50%
<80%	100%

B. Secure Email Gateway Availability for AEDLP

B.1 For customers who have deployed the Secure Email Gateway in connection with AEDLP, Supplier will maintain Secure Email Gateway Availability of no less than 99.98% throughout each month of the Subscription Term.

B.2 Based on Customer’s claim subject to section 1.C. herein, in respect of each month of the Subscription Term in which Secure Email Gateway Availability falls below 99.98%, the Customer shall be entitled to a service credit (“Service Credit”) in respect of such unavailability, calculated in accordance with the table below:

Gateway Availability	Service Credit (% of applicable Monthly Fee)
98-99.98%	25%
96-97.99%	50%
<95.99%	100%