



Information and Cloud Security Platform Service Level Agreement

1. Standard Terms Applicable to the SLA:

A. Definitions.

Except as otherwise modified or defined herein, all capitalized terms in this SLA have the same meanings as set forth in the Agreement. For purposes of this SLA, the following definitions will apply.

A.1 “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 Platform to be unavailable during the Emergency Maintenance.

A.2 “Platform” means the Proofpoint Information and Cloud Security Platform console that hosts Proofpoint Service Products.

A.3 “Service Credit” is defined in Section B.

A.4 “Service Product” means a product that is part of the Platform.

A.5 “Scheduled Maintenance Window” means the window during which weekly scheduled maintenance of the Platform may be performed. The Scheduled Maintenance Window is on Saturdays between the hours of 02:00am and 08:00am Coordinated Universal Time (UTC).

A.6 “System Availability” is defined in Section E.

B. Service Credits.

B.1 “Service Credit” means the percentage of the monthly Subscription Fees paid or payable for the Service Product that is awarded to Customer for a validated claim associated with that portion of the Service Product related to the 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 Service Product.

B.3 Any Service Credits earned by Customer hereunder will be applied to the Subscription Fees owed by Customer for the next 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.

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 Customer. Failure to comply with these reporting requirements may forfeit Customer’s right to receive a remedy in connection with the 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 the SLA 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 the Platform is affected by the same root cause, the single SLA applicable to such Service Product of Customer’s choosing may be claimed and no other claim will be validated or otherwise allowed for that event.

C.4 In the event the Service Product for which a Service Credit applies was licensed by Customer as part of a bundle of Proofpoint products, the Service Credit will be calculated solely on the portion of license fees attributed by Proofpoint to the specific Service Product and not the entire product bundle.

C.5 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 a Service Product outside the scope described in the Agreement; (ii) Customer Equipment and/or third party software, hardware, public cloud or network infrastructure 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.

E. The following SLA applies to Proofpoint Platform System Availability

E.1 Proofpoint warrants at least 99% Platform System Availability for Customer to access the Platform during each calendar month. System Availability means the total time during which the Platform is available to Customer, excluding Scheduled Maintenance Window and Emergency Maintenance (“System Availability”).

E.2 Remedy: If Platform System Availability is less than 99% and if Customer has fulfilled all 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 Platform System Availability has occurred. The Service Credit will be calculated in accordance with the table below.

% of Platform System Availability per Calendar Month	Service Credit
<99%	10%
<98%	25%
<95%	50%