

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of the date You first log in to access the Profile Center (the "Effective Date"), by and between Proofpoint, Inc., a Delaware corporation with offices at 925 West Maude Ave, Sunnyvale, CA 94085 ("Proofpoint"), and You, acting in your joint capacity as both the visitor to this profile as well as the authorized representative of the company you work for. When we use the term "You" in this Agreement, we refer both to you, as the individual accessing Proofpoint's profile, and to the company that you may be working for or represent.

1. Purpose. All of the information posted on this Proofpoint Profile Center ("the Content") belongs to Proofpoint and is confidential information. We have made the Content available here in an effort (i) to assist our existing customers by providing them easy access to documentation that they may either need or want to review; (ii) to allow potential customers that are considering doing business with Proofpoint to evaluate and learn more about us; and (iii) to allow third parties with a legitimate public interest to learn more about Proofpoint. This third group could include academic researchers, journalists, analysts, and regulators, for instance.

If you fall within any one of those three categories, we are making the Content available to you subject to the provisions of this Agreement. By accessing the Content, you confirm that you are entitled to receive the Content and that you will treat the Content as set out in this Agreement. If you do not fall within any one of those three categories, you are not authorized to access the Content without prior written permission from Proofpoint. Please request permission to access the Content by emailing privacy@proofpoint.com. Personal information that You provide in connection with accessing the Profile Center (such as Your name and email address) will be handled in accordance with Proofpoint's Privacy Statement.

2. Definition. "Content" means any and all information disclosed by Proofpoint to You on this Proofpoint Profile Center. The Content is confidential because it is not publicly known, is not generally accessible, and could even hurt Proofpoint if it were to become known by our competitors, or by third party bad actors, for example. Please note that some of the documents and reports found in the Content may be subject to additional rights of and restrictions imposed by other third parties, including the authors of such documents and reports. All restrictions on the access and use of such documents and reports will continue to apply, in addition to the provisions of this Agreement.

3. Exceptions. Content does not include information that (i) is or becomes a matter of public knowledge through no act or omission of Yourself; (ii) was in Your lawful possession prior to the disclosure without restriction on disclosure; (iii) is lawfully disclosed to You by a third party that lawfully and rightfully possesses such information without restriction on disclosure; (iv) information that You can document resulted from Your own research and development, independent of receipt of the disclosure from Proofpoint; or (v) is disclosed with the prior written approval of Proofpoint. In addition, this Agreement will not be construed to prohibit disclosure of Content to the extent that such disclosure is required to by law or valid order of a court or other governmental authority; provided, however, that You will let us know as soon as possible, and that you ensure that the scope of the disclosure is limited to the extent possible.

4. Use and Disclosure. You acknowledge that the Content is important and derives independent economic value from its confidential nature. In consideration of this, You may use

the Content, but only to the extent required to accomplish the Purpose of this Agreement and not for any other purpose or in any other manner. That includes, but is not limited to, any purpose that would constitute a violation of any laws or regulations of the United States of America. You agree to hold the Content in confidence and to take all precautions to protect its secrecy, to avoid the disclosure of and prevent the unauthorized use of the Content in the same way that you do with respect to Your own most highly confidential information. Regardless of anything else, You will employ nothing less than reasonable precautions. You also agree not to disclose any Content or any information derived therefrom to any third person, except to any of Your employees or professional advisors that may have a need to know in order to achieve the Purpose and who are under obligations of confidentiality no less restrictive than those of this Agreement. You also agree and undertake not to remove any copyright notice, trademark notice, and/or other proprietary legend or indication of confidentiality or conditions of access set forth on or contained in any of the Content. You shall not make any copies of the Content except as strictly required to achieve the Purpose.

5. Ownership. No License. All Content (including all copies thereof) shall at all times remain the property of the Proofpoint. You will only keep copies of the Content for as long as the Purpose requires it. Thereafter (or at Proofpoint's request) You will promptly destroy all copies of the Content in your possession or under Your control and provide Proofpoint with written certification of such destruction signed by You or Your authorized representative. Nothing in this Agreement is intended to grant You any rights under any intellectual property right, nor shall this Agreement grant You any right in or to the Content except as expressly set forth herein.

6. Remedies. You agree that the covenants set forth in this Agreement are reasonable and necessary for the protection of Proofpoint's business interests, and that Proofpoint could suffer that irreparable injury if You were to breach them. You therefore agree that in the event of any actual or potential breach of this Agreement, Proofpoint may have no adequate remedy at law and will be entitled to seek injunctive and/or other equitable relief as may be deemed proper by a court of competent jurisdiction. This right will not prevent Proofpoint from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of monetary damages.

7. Limited Warranties. THE CONFIDENTIAL INFORMATION IS MADE ACCESSIBLE BY PROOFPOINT TO YOU WHOLLY ON AN "AS IS" BASIS AND ALL REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OR CONDITIONS FOR ACCURACY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NON-INFRINGEMENT ARE HEREBY DISCLAIMED.

8. Notices. All notices required or permitted to be given under this Agreement shall be given in writing and may be given via email. When sending a notice to Proofpoint, please send it to privacy@proofpoint.com.

9. Termination. This Agreement shall survive until such time as all Content disclosed hereunder becomes publicly known and made generally available through no action or inaction of Yourself.

10. General. This Agreement constitutes the entire agreement and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of each party and no failure or delay in enforcing of any right will be

deemed a waiver. Notwithstanding the foregoing, Proofpoint may update or modify this Agreement from time to time by posting a revised version on the Proofpoint Profile Center. If Proofpoint requires You to re-accept the Agreement (including by requiring You to log in again) before continuing to access the Content, Your acceptance at that time, or Your continued access to the Content following such posting, will constitute Your agreement to be bound by the revised terms. Neither party may assign this Agreement, or its limited rights or obligations hereunder, to any third party without the prior written consent of the other party. Any assignment in violation of this Section 10 shall be void. Subject to the foregoing, this Agreement shall be binding upon the parties' respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to principles of conflicts of laws). If any provision of this Agreement is held invalid or unenforceable, such provision will be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement will continue in full force and effect. The headings to the Sections of this Agreement are included merely for reference and shall not affect the meaning of the language included therein.

By logging in to access the Profile Center, You acknowledge that You have read and understood this Agreement, a link to which is available in the footer of the Profile Center, and agree to be bound by its terms as of the Effective Date. No physical or electronic signature is required.

Accepted By:

Name: [ClientFirstName] [ClientLastName]

Email: [ClientEmail]