1. **Standard Terms Applicable to each SLA:**

   **A. Definitions.** Except as otherwise modified or defined herein, all capitalized terms in this Proofpoint Essentials Service Level Agreement have the same meanings as set forth in the Proofpoint Essentials End User License Agreement (the “Agreement”). For purposes of this Proofpoint Essentials Service Level Agreement the following definitions will apply.

   **A.1** “Scheduled Maintenance Window” means the window during which weekly scheduled maintenance of the Proofpoint Essentials Service (“Service”) may be performed. The Scheduled Maintenance Window shall be posted at the Proofpoint Essentials support site.

   **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 provide the expected start time and the planned duration of the Emergency Maintenance and if Proofpoint expects the Service to be unavailable during the Emergency Maintenance through the Proofpoint Essentials support site.

   **B. Service Credits**

   **B.1** For each of the SLAs described in Section 2, if in any calendar month the SLA is not met and if Customer has fulfilled all of its obligations under the Agreement and the SLA, Customer will be provided with a Service Credit for the month in which the failure to meet the SLA has occurred. The Service Credit will be calculated in accordance with the tables in Section 3.

   **B.2** “Service Credit” means the percentage of the monthly fees paid or payable for the Service that is awarded to Customer for a validated claim associated with the Service related to breach of the applicable SLA during that month. Channel Partner is solely responsible for providing Service Credit to Customer. Channel Partner and Proofpoint shall abide by the requirements in the applicable Channel Partner Guide between Channel Partner and Proofpoint.

   **B.3** In any given month Customer shall in no event be entitled to receive a credit that exceeds 100% of its monthly fee for the nonconforming Service.

   **B.4** Any Service Credits earned by Customer hereunder will be applied to the fees owed by Customer for the next Service subscription period for which the Service Credit applies. Service Credits earned by Customer hereunder will be applied against amounts due for the next subscription period.

   **C. SLA Claims**

   **C.1** All SLA Claims must be made to Proofpoint by authorized Proofpoint Channel Partners, and initiated by a claim by the affected Customer to the applicable Proofpoint Channel Partner.

   **C.2** Channel Partner must notify Proofpoint Customer Support via support ticket within five (5) business days from the occurrence of the SLA incident. Channel Partner’s claim ticket must identify which specific SLA applies and the details of the relevant incident. If requested by Proofpoint, Channel Partner will provide Proofpoint a live copy of the applicable email with the original Proofpoint headers (complete and unaltered) for analysis. Failure to comply with these reporting requirements may forfeit each Customer’s right to receive a remedy in connection with an SLA.

   **C.3** 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 Channel Partner at Channel Partner’s request.

   **C.4** In the event that more than one aspect of the Service product is affected by the same root cause, the single SLA applicable to such Service of Customer’s choosing may be claimed and no other claim will be validated or otherwise allowed for that event.

   **C.5** Except for gross negligence or willful misconduct, the remedies set forth herein represent Customer’s and Channel Partner’s sole and exclusive remedy for Proofpoint’s breach of the SLAs defined in this SLA.

   **D. Exclusions**

   **D.1** Neither Customer nor Channel Partner shall have any remedies under any SLA to the extent any SLA claim is due to:

   (i) use of the Service 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 and/or Channel Partner 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.

2. **ESSENTIALS SLAs Overview**

   **A. 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** **Channel Partner and Customer Responsibilities.** Channel Partner must ensure that Customer: (a) sets up MX records and outbound entries in accordance with the Getting Started guide; (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 in section 3.

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 Service network to when it exits the 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% 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 Active User accounts that are contracted for the Service.
B.4 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; or (iii) email loops.
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 in section 3.

C. Virus Filtering SLA
C.1 Proofpoint warrants that the Service will Filter (as defined below) 100% of all Viruses (as defined below) contained in an inbound email to an Active User account for which a Service subscription has been purchased.
C.1.1 Proofpoint warrants that the Service will Filter 100% of all Viruses contained in an outbound email from an Active User for which a 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 the 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 the licensed anti-virus engine.
C.2.2 “Infection” means an email is delivered with a Virus, or if an outbound email from an Active User is processed through the 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 Channel Partner and/or prompt the Customer and/or Channel Partner 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 Service 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) has not enabled full virus protection for all Active Users for which a Service subscription has been purchased; (ii) 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 Service network; and (iii) 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.

D. Spam Inbound Effectiveness SLA
D.1 Proofpoint warrants that the Service will detect 99% of inbound spam in each calendar month.
D.2 This SLA does not apply to false negatives to invalid Active User accounts. Additionally, this SLA applies only to spam messages processed through Proofpoint’s Services and does not apply to email sent from users or domains that have been safelisted or whitelisted by Customer within the Service.
D.3 Proofpoint will make a good faith estimation of the spam capture rate based on the regular and prompt submission to the Proofpoint Essentials support center of all false negatives to report spam missed by the Service.
D.4 Proofpoint will estimate the percentage of spam detected by the Service by dividing the number of spam emails identified by the Service as recorded in the 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 Service and reported to the Service support team to the number of spam emails detected by the Service.
D.5 Remedy. If the 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 in section 3.

E. False Positive SLA
E.1 Proofpoint warrants that the ratio of legitimate business email incorrectly identified as spam by the Service to all email processed by the Service for Customer in any calendar month will not be greater than 1:350,000.

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E.2 Proofpoint will make a good faith estimation of the false positive ratio based on evidence timely supplied by Customer and/or Channel Partner.

E.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 content filtering rule.

E.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 in section 3.

3. SLA Tables

**Filtering System Available Table**

<table>
<thead>
<tr>
<th>% of Email System Availability per Calendar Month</th>
<th>Service Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 99.999%</td>
<td>25%</td>
</tr>
<tr>
<td>&lt; 99.0%</td>
<td>50%</td>
</tr>
<tr>
<td>&lt; 98.0%</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Email Delivery Table**

<table>
<thead>
<tr>
<th>Average Email Delivery Time</th>
<th>Service Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt; 1 minute</td>
<td>25%</td>
</tr>
<tr>
<td>&gt; 5 minutes</td>
<td>50%</td>
</tr>
<tr>
<td>&gt; 10 minutes</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Virus Filtering Table**

<table>
<thead>
<tr>
<th>Number of validated Infections that occurred during a month</th>
<th>Service Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to 3 Validated Occurrences</td>
<td>25%</td>
</tr>
<tr>
<td>4 or more Validated Occurrences</td>
<td>50%</td>
</tr>
</tbody>
</table>

**Spam Inbound Effectiveness Table**

<table>
<thead>
<tr>
<th>If monthly average spam capture rate is</th>
<th>Service Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 99%</td>
<td>25%</td>
</tr>
<tr>
<td>&lt; 98%</td>
<td>50%</td>
</tr>
<tr>
<td>&lt; 95%</td>
<td>100%</td>
</tr>
</tbody>
</table>

**False Positive Table**

<table>
<thead>
<tr>
<th>False Positive Ratio in a Calendar Month</th>
<th>Service Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt; 1:350,000</td>
<td>25%</td>
</tr>
<tr>
<td>&gt; 1:50,000</td>
<td>50%</td>
</tr>
<tr>
<td>&gt; 1:1,000</td>
<td>100%</td>
</tr>
</tbody>
</table>