



DIGITAL RISK PRODUCTS EXHIBIT

This Digital Risk Products Exhibit ("Exhibit") is an exhibit to the General Terms and Conditions ("General Terms"). The General Terms are an integral part of this Exhibit and are incorporated by reference, if any of the following Proofpoint Products are licensed by Customer: Brand Defense, Mobile Discover, Social Archiver, Social Anglerphish, SocialDiscover, SocialPatrol, SocialSight, and SocialSyndicate, and any future names or bundles by which Proofpoint identifies and makes available these Products. Capitalized terms used in this Exhibit without separate definition shall have the meaning specified in the General Terms.
IN WITNESS WHEREOF, Proofpoint and Customer represent and warrant to the other that the person entering into this Digital Risk Products Exhibit is authorized to sign this Agreement on behalf of their respective party.

Table with 2 columns: CUSTOMER and PROOFPOINT, INC. Rows include Signature, Individual Signing [print name], Title, and Signing Date.

1. TERMS OF USE. Proofpoint's Digital Risk Products are SaaS products and are made available to Customer and its Affiliates in accordance with the General Terms, Purchase Order, this Exhibit and the Documentation. Customer's right to use the Proofpoint Product is limited to the maximum number of Licenses for each module and any other limitations specified in this Exhibit and each Purchase Order and/or Quote.

2. CUSTOMER RESPONSIBILITIES. Customer is responsible for (i) all activities conducted under its User logins; (ii) obtaining and maintaining any Customer Equipment and any ancillary services needed to connect to, access or otherwise use the Digital Risk Products and ensuring that the Customer Equipment and any ancillary services are compatible with the Proofpoint Products and comply with all configuration requirements set forth in the Documentation; and (iii) complying with all laws, rules and regulations regarding the management and administration of its electronic messaging system, including but not limited to, obtaining any required consents and/or acknowledgements from its Users and service providers (if applicable) in managing its electronic messaging system. Customer is responsible for providing accurate, current and complete contact information, including Customer's legal business name, physical address, email address and phone number and for updating this information promptly in the event of any change. As part of the registration process, Customer will identify an administrative user name and password for the Digital Risk Products account. Customer may use the administrative user name and password to create standard users (each with a user password). Customer is responsible for maintaining the security of its user names and passwords at the user level and for promptly changing or deleting any user name or password that Customer believes may have been compromised. Proofpoint reserves the right to institute password requirements (such as the length of password or the required use of numbers, symbols etc.) and to refuse registration of, or cancel passwords it deems inappropriate. "Customer Equipment" means Customer's computer hardware, software and network infrastructure used to access the Proofpoint Products.

3. THIRD PARTY SERVICES. The Proofpoint Products may allow Customer to interface with a variety of third party software or services obtained separately by Customer (e.g., Facebook, Twitter, LinkedIn). No endorsement of any such service should be inferred as a result of any integration with the Proofpoint Products and Proofpoint is not responsible for the data, operation or functionality of such third-party services. While Proofpoint may, in its sole discretion, customize the Proofpoint Products to interoperate with various third party services: (i) Customer is responsible for complying with the terms and policies of each such third-party service including, without limitation, any payment obligations related thereto; and (ii) Proofpoint cannot guarantee that such third-party services will continue to interoperate with the Service.

4. SECURITY. Proofpoint maintains commercially reasonable safeguards to protect the security and integrity of customer data. Such safeguards include commercially reasonable (a) backup and recovery procedures, (b) firewalls and access controls designed to prevent unauthorized access to the Services, and (c) using a SAS 70 Type II certified (or equivalent) data center.

**5. WARRANTIES.**

**5.1** Proofpoint warrants that the Proofpoint Products will substantially conform in all material respects in accordance with the Documentation. Customer will provide prompt written notice of any non-conformity. Proofpoint may modify the Documentation in its sole discretion, provided the functionality of the Proofpoint Products will not be materially decreased during the Term. As Customer's sole and exclusive remedy and Proofpoint's entire liability for any breach of the foregoing warranty, Proofpoint will (i) use reasonable efforts to fix, provide a work around, or otherwise repair or replace the Proofpoint Products or, if Proofpoint is unable to do so, (ii) terminate this Exhibit and return the Subscription Fees paid to Proofpoint or Reseller for such allegedly defective Proofpoint Products for the period commencing from Customer's notice of nonconformity through the remainder of the Initial Term or Extension Term, as applicable.

**5.2** Proofpoint warrants that the Digital Risk Products will meet the requirements set forth in the Proofpoint Digital Risk Service Level Agreement ("SLA"), as described on Proofpoint's website at <http://www.proofpoint.com/license>. In the event of a breach of the foregoing warranty, as Customer's sole and exclusive remedy, Proofpoint will provide the remedy set forth in the respective SLA.

**5.3** PROOFPOINT DOES NOT WARRANT THAT THE PROOFPOINT PRODUCTS WILL PROTECT AGAINST ALL POSSIBLE THREATS OR ATTACKS; NOR DOES IT MAKE ANY WARRANTY AS TO THE DATA OR RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. CUSTOMER ACKNOWLEDGES THAT PROOFPOINT ANALYZES DATA THAT IS MADE AVAILABLE PUBLICLY THROUGH THE INTERNET AND THAT PROOFPOINT MAKES NO REPRESENTATIONS WITH RESPECT THERETO.