



INFORMATION & COMPLIANCE PRODUCTS EXHIBIT

This Information & Compliance 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: Archive, Archiver, Compliance Gateway, Content Collection, eDiscovery Analytics, Governance, and Supervision, 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 Information & Compliance 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 shall make the Proofpoint Product 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, the deployment type (Appliance, Software, or Software as a Service (SaaS)), and any other limitations specified in this Exhibit, including Schedule 1, and each Purchase Order and/or Quote.

2. WARRANTIES; DISCLAIMERS.

2.1 Appliance Warranty. Proofpoint warrants to Customer that the physical Appliance will be free from defects in materials and workmanship, under normal intended use, for the period and under the terms described at https://www.proofpoint.com/us/support/email-appliance-warranty-eol ("Appliance Warranty"). Customer will provide prompt written notice of any non-conformity during the Appliance Warranty period. Provided that Proofpoint receives such timely notification, Customer's sole and exclusive remedy and Proofpoint's entire liability for any breach of the foregoing warranty is to ship a replacement Appliance. If the Appliance is replaced, such replacement Appliance is warranted for the unexpired portion of the original Appliance Warranty. If the Appliance is damaged due to Customer's negligence or willful misconduct, Customer will be responsible for all shipping and repair costs. Otherwise, Proofpoint will be responsible for all shipping costs related to shipping the replacement Appliance to Customer. Any Appliance that is replaced becomes the property of Proofpoint. Proofpoint will not be responsible for Customer's or any third party's software, firmware, information, or data contained in or stored on any Appliance returned to Proofpoint, whether under warranty or not. This Appliance Warranty does not apply to (a) an Appliance that is improperly installed or used in a manner other than as authorized under the Agreement, to the extent such improper installation or use cause the breach of warranty; (b) an Appliance that has been modified or repaired by Customer or any party other than Proofpoint, to the extent such modifications cause the breach of warranty; (c) an Appliance that is damaged due to Customer's mishandling, abuse, negligence, or improper storage, servicing or operation; or (d) an Appliance that is damaged due to power failures, surges, lightning strikes, fire, flood, accident, and actions of third parties or other events outside Proofpoint's reasonable control.

2.2 SaaS Services Warranty. Proofpoint warrants that the Services will substantially conform in all material respects in accordance with the Services Documentation ("SaaS Warranty"). Customer will provide prompt written notice of any non-conformity. Proofpoint may modify the Services Documentation in its sole discretion, provided the functionality of the Services 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 SaaS Warranty, Proofpoint will (i) use reasonable efforts to fix, provide a work around, or otherwise repair or replace the Service 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 Services for the period commencing from Customer's notice of nonconformity through the remainder of the Initial Term or Extension Term, as applicable.

2.3 Software Warranty. Proofpoint warrants that for a period of three (3) months following delivery of the Software to Customer it will function in substantial conformance in all material respects with the Documentation ("Software Warranty"). Proofpoint may modify the Documentation in its sole discretion, provided the functionality of the Software will not be materially

decreased during the Term. Customer will provide prompt written notice of any non-conformity. The Software Warranty does not apply to: (a) Software that has been modified by any party other than Proofpoint; or (b) Software that has been improperly installed or used in a manner other than as authorized under the Agreement to the extent such modification(s) or improper installation cause the Software to be nonconforming. 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 Software 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 Software for the period commencing from Customer's notice of nonconformity through the remainder of the Initial Term or Extension Term, as applicable. If the non-conforming Software was included with an Appliance and if, in the parties' reasonable judgment, the functionality or utility of the physical Appliance is materially impacted as a result of Proofpoint's termination of Customer's right to use the non-conforming Software under this Section 4.2, Customer may return the physical Appliance in accordance with the return provisions specified in Section 4.1 and Proofpoint will refund the fees paid to Proofpoint for such physical Appliance. If Customer has purchased the physical Appliance through a Reseller, then Reseller shall refund the foregoing fees to Customer.

**2.4 SEC Rule 17a-4 Warranty.** Proofpoint warrants that the Archive storage media meets the conditions set forth in SEC Rule 17a-4 paragraph f (2) (ii), which requires electronic storage media to (i) preserve the records exclusively in a non-rewriteable, non-erasable format; (ii) verify automatically the quality and accuracy of the storage media recording process; (iii) serialize the original and, if applicable, duplicate units of storage media, and time-date for the required period of retention the information placed on such electronic storage media; and (iv) have the capacity to readily download indexes and records preserved on the electronic storage media to any medium acceptable as required by the SEC or the self-regulatory organizations of which the member, broker, or dealer is a member.

**2.5 PROOFPOINT DOES NOT WARRANT THAT THE PROOFPOINT PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS OR THAT EMAIL WILL NOT BE LOST. PROOFPOINT DOES NOT WARRANT THE OPERATION OF THE PROOFPOINT PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL SOFTWARE ERRORS WILL BE CORRECTED.**

**5. APPLIANCE SHIPMENT, DELIVERY, TITLE, RISK OF LOSS.** Proofpoint will ship the physical Appliance Ex Works (Proofpoint's facility), as defined by Incoterms 2010. Unless specified in advance by Customer, Proofpoint will select the carrier in its own discretion. Customer will be responsible for all freight, packing, duties, import fees and related taxes, insurance and other shipping-related expenses from Proofpoint's location. Title to the physical Appliance (excluding any software or firmware embedded in the Appliance) and risk of loss will pass to Customer upon Proofpoint's delivery of the physical Appliance to the carrier. Any Software Updates shall be delivered via file transfer protocol unless physical shipment (e.g. compact disk) is specifically requested by Customer.

**6. SERVICE LEVEL AGREEMENT.** Proofpoint provides a Service Level Agreement ("SLA Agreement") for some of the Proofpoint Services. The SLA Agreement is posted 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.

**7. DISPOSITION OF DATA UPON TERMINATION.**

**7.1 Archive.** When Customer's license to use the Proofpoint Product ceases for a period of thirty (30) days after termination ("Wind Down Period") Customer may continue to access and retrieve its data that has been stored in the Archive product prior to termination. During the Wind Down Period, Customer may not use the Proofpoint Product to archive new email messages. For an additional fee, Proofpoint will export customer's data for delivery to Customer on standard storage media. If Proofpoint has not received a written request from Customer to export customer's data prior to the end of the Wind Down Period, Proofpoint will initiate the removal of customer's data in such a manner that it cannot be restored in human readable form from any and all storage mediums (including backups), which will be completed within thirty (30) days.

**7.2 Content Collection and Compliance Gateway.** When Customer's license to use the Proofpoint Product ceases Proofpoint will delete all backed-up Customer configuration settings and Customer metadata from Proofpoint systems within thirty (30) days.

**7.3 Governance.** When Customer's license to use the Proofpoint Product ceases for a period of thirty (30) days after termination ("Wind Down Period") Customer may continue to access and retrieve customer data that has been stored in the Proofpoint Product prior to termination. During the Wind Down Period, Customer may not use the Proofpoint Product to manage new or additional documents. At the end of the Wind Down Period, Proofpoint will initiate the removal of customer's data in such a manner that it cannot be restored in human readable form from any and all storage mediums (including backups), which will be completed within thirty (30) days.

## SCHEDULE 1 PRODUCT SPECIFIC TERMS

**Archive.** Customer's right to use Archive is limited to the maximum number of Users and storage amount for each module specified in each Quote and/or Purchase Order. Provided Customer has purchased the applicable license, Customer may use the user interface provided on the Appliance to search customer data and export customer data. 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 Archive and ensuring that the Customer Equipment and any ancillary services are (a) compatible with Archive and (b) comply with all configuration requirements set forth in Archive 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 employees and service providers (if applicable) in managing its electronic messaging system; and (iv) disposition of customer data after the expiry of the applicable retention period. **"Customer Equipment"** means Customer's computer hardware, software and network infrastructure used to access the Proofpoint Product.

**Content Collection.** 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 Content Collection and ensuring that the Customer Equipment and any ancillary services are (a) compatible with Content Collection and (b) comply with all configuration requirements set forth in Content Collection Documentation; and (iii) complying with all laws, rules and regulations regarding the management and administration of its electronic messaging and/or enterprise collaboration systems, including but not limited to, obtaining any required consents and/or acknowledgements from its employees and service providers (if applicable) in managing its electronic messaging and/or enterprise collaboration system. Customer shall have obtained or obtain appropriate consent or authorization and be deemed to have consented to and authorized Proofpoint (and its authorized subcontractors) to retain, store and transmit any Customer Confidential Information (including, but not limited to, Customer specific configuration settings) pursuant to the normal functioning of Content Collection, including but not limited to (i) all configuration, rules and policies executed at Customer's direction; (ii) any document management or retention protocols that would delete, track, transmit or route documents or other data; and (iii) any requests by Customer or required hereunder for log, access, support-related or other transmissions under this Exhibit. **"Customer Equipment"** means Customer's computer hardware, software and network infrastructure used to access the Proofpoint Product.

**Compliance Gateway.** 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 Compliance Gateway and ensuring that the Customer Equipment and any ancillary services are (a) compatible with Compliance Gateway and (b) comply with all configuration requirements set forth in Compliance Gateway Documentation; and (iii) complying with all laws, rules and regulations regarding the management and administration of its electronic messaging and/or social media systems, including but not limited to, obtaining any required consents and/or acknowledgements from its employees and service providers (if applicable) in managing its electronic messaging and/or social media system. Customer shall have obtained or obtain appropriate consent or authorization and be deemed to have consented to and authorized Proofpoint (and its authorized subcontractors) to retain, store and transmit any Customer Confidential Information (including, but not limited to, Configuration Settings) pursuant to the normal functioning of Compliance Gateway, including but not limited to (i) all configuration, rules and policies executed at Customer's direction; (ii) any document management or retention protocols that would delete, track, transmit or route documents or other data; and (iii) any requests by Customer or required hereunder for log, access, support-related or other transmissions under this Exhibit. **"Customer Equipment"** means Customer's computer hardware, software and network infrastructure used to access the Proofpoint Product.

**Governance.** 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 Governance and ensuring that the Customer Equipment and any ancillary services are (a) compatible with Governance and (b) comply with all configuration requirements set forth in Governance 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 employees and service providers (if applicable) in managing its electronic messaging system; and (iv) as applicable, disposition of customer data after the expiry of the applicable retention period. Customer shall have obtained or obtain appropriate consent or authorization and be deemed to have consented to and authorized Proofpoint (and its authorized subcontractors) to retain, store and transmit any Customer Confidential Information (including, but not limited to, customer data) pursuant to the normal functioning of Governance, including but not limited to (i) all configuration, rules and policies executed at Customer's direction; (ii) any document management or retention protocols that would delete, track, transmit or route documents or other data; and (iii) any requests by Customer or required hereunder for log, access, support-related or other transmissions under this Exhibit. **"Customer Equipment"** means Customer's computer hardware, software and network infrastructure used to access the Proofpoint Product.