



PROOFPOINT SECURITY PRODUCTS EXHIBIT

This Security 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: Cloud Account Defense (CAD), Cloudmark Authority, Cloudmark Safe Messaging Cloud (SMC), Cloudmark Security Platform, and Cloudmark Spam Reporting Service (SRS), Cloud Threat Response, Continuity, Data Discover, Domain Discover, Email Data Loss Prevention (DLP), Email Encryption, Email Brand Defense, Email Fraud Defense, Email Protection, Email Threat Defense, Emerging Threats Intelligence Query, Emerging Threats Pro Ruleset, Emerging Threats Reputation, Endpoint Data Loss Prevention (Endpoint DLP), Insider Threat Management (ITM), Internal Mail Defense (IMD), Mail Routing Agent (MRA), PhishAlarm, PhishAlarm Analyzer, Cloud App Security Broker (CASB), Nexus People Risk Explorer, Secure Email Relay, Secure Share, Secure Access, Security Training Modules, Shadow, Spotlight, Supplier Threat Protection, Targeted Attack Protection (TAP), TAP Isolation – Personal Browsing Defense, TAP Isolation – Personal Webmail Defense, Threat Response, Threat Response Auto Pull, ThreatSim, and Web Security 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 Exhibit is authorized to sign this Agreement on behalf of their respective party.

CUSTOMER:	PROOFPOINT, INC.:
<i>Signature:</i>	<i>Signature:</i>
Individual Signing: [print name]	Individual Signing: [print name]
Title:	Title:
Signing Date:	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 Service (SaaS)), and any other limitations specified in this Exhibit, including the applicable product specific terms set out on <https://www.proofpoint.com/us/legal/license/product-terms>, and each Purchase Order and/or Quote.

2. WARRANTIES.

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 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 (a) use reasonable efforts to fix, provide a work around, or otherwise repair or replace the Service or, if Proofpoint is unable to do so, (b) 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 (x) use reasonable efforts to fix, provide a work around, or otherwise repair or replace the Software or, if Proofpoint is unable to do so, (y) 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 2.3, Customer may return the physical Appliance in accordance with the return provisions specified in Section 2.1 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 Disclaimer. PROOFPOINT DOES NOT WARRANT THE ACCURACY OF THE INTENDED EMAIL BLOCKING OF ANY MAIL MESSAGE, THAT THE PROOFPOINT PRODUCTS (SOFTWARE, APPLIANCE, OR SERVICE) WILL MEET CUSTOMER'S REQUIREMENTS OR THAT EMAIL WILL NOT BE LOST OR THAT THE PROOFPOINT PRODUCTS WILL NOT GIVE FALSE POSITIVE OR FALSE NEGATIVE RESULTS OR THAT ALL SPAM AND VIRUSES WILL BE ELIMINATED OR THAT LEGITIMATE MESSAGES WILL NOT BE OCCASIONALLY QUARANTINED AS SPAM. PROOFPOINT DOES NOT WARRANT THE OPERATION OF THE PROOFPOINT PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL SOFTWARE ERRORS WILL BE CORRECTED.

3. 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.

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

5. PROOFPOINT'S LICENSE. During the Term of the Agreement Customer hereby grants to Proofpoint and its service providers a worldwide, limited term license to collect and process certain Customer Confidential Information, Customer Data and Personal Data for: (a) abuse and threat awareness, detection and prevention, (b) compliance, and (c) security purposes; in accordance with the Agreement. Proofpoint will not sell any Customer Confidential Information, Customer Data, or Personal Data to third parties for marketing purposes. Customer acknowledges and agrees that development of Threat Analytics from Proofpoint's ecosystem is critical to the functionality of the Proofpoint Products. Customer hereby grants a worldwide license to Proofpoint to collect Threat Analytics during the Term of the Agreement. Further, Customer hereby grants a worldwide license to Proofpoint to use Threat Analytics to maintain, improve and enhance Proofpoint services; provided that if Customer provides written legal notice to Proofpoint on or after expiration or termination of the applicable Proofpoint Services instructing Proofpoint to delete any Personal Data included in Threat Analytics it will be deleted within 18 months of such notice. This Section 4 survives termination and expiration of the Agreement. "Threat Analytics" means information collected, generated and/or analyzed by the Proofpoint Products such as log files, statistics, aggregated data and derivatives thereof. "Customer Data" means the Customer specific configurations and rules implemented in the Proofpoint Products, and any Customer content processed by the Proofpoint Products (e.g. email text and attachments) that is not Personal Data. "Personal Data" means data about an identifiable individual that is protected by privacy laws where the individual resides. Examples of personal data include name, religion, gender, financial information, national identifier numbers, health information, email addresses, IP addresses, online identifiers and location data.