SUPPORT SERVICES PROGRAM FOR PROOFPOINT CUSTOMERS

Overview: The support services described herein are provided by Proofpoint to each Proofpoint customer ("Customer") pursuant to the terms and conditions of the applicable license agreement ("Agreement") between each customer and Proofpoint or between a customer and an authorized Proofpoint partner. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. Subject to customer paying the applicable support related fees, Proofpoint will provide the support described herein.

1.   Software and Documentation Updates. Regardless of support level purchased by the Customer Proofpoint shall provide to Customer one (l) electronic copy of all updated revisions to the Documentation and one (1) electronic copy of generally released bug fixes, maintenance releases and updates of the Software (collectively, "Updates"). Updates do not include products or options that are designated by Proofpoint as new products or options for which Proofpoint charges a separate fee. Software releases are supported for the current and prior release that are designated by a change to the right of the decimal (e.g. 1.1 to 1.2) or as stated in the support schedule posted on Proofpoint's Support Portal (found at https://support.proofpoint.com). Prior to discontinuing support services for any Software product line, Proofpoint shall provide at least six (6) months advance notice on its support website.

1.2   Support Service Levels. Proofpoint offers three Support levels: **Self Service Support**, **Platinum Support**, and **Premium Support**. Customers with Platinum or Premium Support also have the ability to purchase the **optional Global Add-On**.

1.2.1   Self Service Support. Phone support is available only for Priority 1 program errors (described in Section 2.1 below) and only during Proofpoint business hours. For all other program error priority levels Proofpoint shall use commercially reasonable efforts to correct and/or provide a work-around for any error reported by Customer in the current unmodified release of the Software in accordance with the priority level reasonably assigned to such error by Customer. 24x7 support is not available for Self Service level customers.

1.2.2   Platinum Support. In addition to the Self Service support services, for an additional charge, Customer shall receive (i) two additional Named Support Contacts (for a total of four) and Proofpoint shall provide assistance for Priority I errors, as reasonably determined by Proofpoint, 24x7, 365 days per year; and (ii) a dedicated phone line for submitting cases. Handling of non-Priority I errors will take place during the support hours specified in Section 1.3.

1.2.3   Premium Support. In addition to the Self Service and Platinum support services defined above, for an additional charge, (i) Customer shall receive (i) two additional Named Support Contacts (for a total of six) and (ii) Proofpoint will assign a designated Technical Account Manager to Customer's account.

1.2.4   Global Time Zone Add On. Any Customer that has purchased support at the Platinum level or higher, may purchase the Global Time Zone Add On. For an additional charge, Customer shall receive six additional Named Support Contacts (for a total of twelve) and Proofpoint shall provide assistance for errors of any priority, as reasonably determined by Proofpoint, 24x7, 365 days per year; and (ii) a dedicated phone line.

1.3   Support Requests and Named Support Contacts. Technical support is available during the technical support hours for the primary support center specified on the Product Order Form. Technical support hours for the Americas are Monday through Friday, 12:00 UTC to 03:00 UTC the following day (e.g. 07:00am to 10:00pm EST during standard time and excluding Proofpoint holidays). Technical support hours for Europe are Monday through Friday, 04:00 UTC to 19:00 UTC (e.g. 05:00am CET to 08:00pm CET during standard time and excluding Proofpoint holidays). Technical support hours for Asia Pacific are Sunday through Thursday 21:00 UTC to 12:00 UTC (e.g. Monday through Friday 06:00am JST to 09:00pm JST during standard time and excluding Proofpoint holidays). Technical support hours for the Middle East are Saturday through Thursday 03:00 UTC to 15:00 UTC (e.g. 07:00am GST to 07:00pm GST during standard time and excluding Proofpoint holidays). Customer may initiate electronic Support requests through Proofpoint's web-based call submission and tracking system ("CTS") at any time. Support request submitted via CTS will be addressed by Proofpoint during the Support hours listed above. Customer will promptly identify two internal resources who are knowledgeable about Customer's operating environment and operation of the Proofpoint Products (collectively, "Named Support Contacts"). Named Support

Contacts will serve as primary contacts between Customer and Proofpoint and are the only persons authorized to interact with Proofpoint Technical Support, including accessing CTS to submit and track cases. All Support requests will be tracked in CTS and Customer can view the status of Customer's cases on CTS at any time.

1.4   Named Support Contact Training. In order to receive support in accordance with the foregoing, within ninety days of the Effective Date, all Named Support Contacts must take and pass exam(s), as applicable and available, to become an "Accredited Engineer" for each Proofpoint Product licensed by Customer.   If any Named Support Contact fails to pass the exam, Proofpoint may reasonably request that such Named Support Contact be replaced by Customer. Failure to pass the applicable exam(s) may result in limited access to CTS.

2. Priority Levels of Errors and Responses
In the performance of Support services, Proofpoint will apply the following priority ratings.
2.1 Priority I Errors.
A "Priority I Error" means a Software program error which both (i) prevents some critical function or process from substantially meeting the Documentation and (ii) seriously degrades the overall performance of such function or process such that no useful work can be done and/or some primary major function of the Software or Appliance is disabled. Priority I Errors shall receive an initial response within one (1) hour (during standard Support hours referenced above), of the case being submitted to Proofpoint. In addressing a Priority I Error, Proofpoint shall use all reasonable efforts to develop suitable workaround, patch, or other temporary correction to restore operation as soon as possible. Proofpoint efforts to resolve a Priority 1 Error will include the following: (1) assigning one or more senior Proofpoint engineers on a dedicated basis to develop suitable workaround, patch, or other temporary correction; (2) notifying senior Proofpoint management that such P1 Error has been reported; (3) providing Customer with periodic reports on the status of corrections; and (4) providing a final solution to Customer as soon as it is available.
2.2 Priority II Errors.
A "Priority II Error" means a Software program error which both (i) degrades some critical function or process from substantially meeting the Documentation and (ii) degrades the overall performance of such function or process such that useful work is hindered and/or some major function of the Software or Appliance is not operating as expected but can be worked- around. Priority II Errors shall receive an initial response within four (4) hours (during standard Support hours referenced above). Proofpoint shall use all reasonable efforts to provide a workaround, patch, or other temporary correction as soon as possible.
2.3 Priority III Errors. Description: A "Priority III Error" means a Software program error which both (i) prevents some non-essential function or process from substantially meeting the Documentation and (ii) significantly degrades the overall performance of the Software or Appliance. Priority III Errors shall receive an initial response within eight (8) hours (during standard Support hours referenced above). Proofpoint shall use all reasonable efforts to provide a workaround, patch, or other temporary correction as soon as possible.
2.4 Priority IV Errors.
A "Priority IV Error" means a Software program error which prevents some function or process from substantially meeting the Documentation but does not significantly degrade the overall performance of the Software or Appliance. Priority IV Errors shall receive an initial response within sixteen (16) hours (during standard Support hours referenced above). Proofpoint shall use all reasonable efforts to include a workaround, patch, or other temporary correction in the next Software update.

3 Customer Cooperation.
Proofpoint's obligation to provide Support services is conditioned upon the following: (i) Customer's reasonable effort to resolve the problem after communication with Proofpoint; (ii) Customer's provision to Proofpoint of sufficient information and resources to correct the problem, including, without limitation, remote access as further discussed in these policies, (iii) Customer's prompt installation of all Software maintenance releases, bug fixes and/or work-around supplied by Proofpoint, and (iv) Customer's procurement and installation and maintenance of all hardware necessary to operate the Software. As related to Priority I Errors, Customer shall provide continuous access to appropriate Customer personnel and the Appliance (if applicable) during Proofpoint's response related to the Priority I Error or Proofpoint shall be permitted to change the Priority of the error. During the term of the Support services and for

purposes relating to providing Support to Customer, Proofpoint may obtain information regarding Customer's e-mail communications and Customer agrees that Proofpoint may use any statistical data generated relating to Customer's e-mail. Notwithstanding the foregoing, Proofpoint shall not disclose the source and content of any such e-mail.

4. Reproducing Problems; Remote Access.
Subject to the applicable Support services fees, Support services assistance is limited to Software on platforms that are fully supported, running unaltered on the proper hardware configuration. Where applicable for a reported error, Proofpoint will use commercially reasonable efforts to reproduce the problem so that the results can be analyzed. Proofpoint's obligation to provide the Support services described herein, including without limitation meeting the response times set forth in Section 2 above, is subject to Customer providing shell or Web-based remote access to Customer's computer system(s) and network. Any such remote access by Proofpoint shall be subject to Proofpoint's compliance with Customer's security and anti-virus procedures and the confidentiality requirements set forth in the license agreement between Proofpoint and Customer. Any delay occasioned by Customer's failure to provide the foregoing remote access shall extend the response time periods set forth in Section 2 accordingly and resolution of the problem may be subject to payment of additional fees. Prior to proceeding with work that will be subject to additional fees, Proofpoint will notify Customer and will not start such work until Proofpoint receives authorization from Customer. If Customer fails to provide remote access to its computer system(s) and network and Proofpoint and Proofpoint and Customer cannot agree on a mutually satisfactory alternative method of reproducing the problem, Proofpoint shall not be obligated to resolve the problem.

5. Support Services Conditions.
5.1 Support Issues Not Attributable to Proofpoint. Proofpoint is not obligated to provide Support services for problems related to: (i) unauthorized modifications and/or alterations of the Software, (ii) improper installation of the Software by non-Proofpoint personnel, use of the Software on a platform or hardware configuration other than those specified in the Documentation or in manner not specified in the Documentation, or (iii) problems caused by the Customer's negligence, hardware malfunction, or third-party software. In the event Proofpoint provides Support services for problems caused by any of the above, Customer will reimburse Proofpoint for such services at the then-current time and materials rate. Proofpoint shall be entitled to discontinue Support services in the event of Customer's non-payment of Subscription Fees when due.

5.2 Exclusions from Support services.
The following items are excluded from Support services:
(a) In-depth training. If the Support request is deemed to be training in nature, and will require an extended amount of time, Customer will be referred to Proofpoint's training or consulting departments.
(b). Assistance in the customization of the application. Support services do not include providing assistance in developing, debugging, testing or any other application customization
(c). Information and assistance on third party products. Issues related to the installation, administration, and use of enabling technologies such as databases, computer networks, and communications (except an Appliance) are not provided under Proofpoint Support services.
(d) Assistance in the identification of defects in user environment. If Proofpoint concludes that a problem being reported by a Customer is due to defects in Customer's environment, Proofpoint will notify the Customer. Additional support by Proofpoint personnel to remedy performance issues due to the user environment are categorized as consulting services, which are provided for an additional fee.
(e). Installation. Support Services provided herein do not include the use of Proofpoint Support services resources to perform installation of updates or Customer-specific fixes.
If Customer wishes to have Proofpoint perform services related to any of the above items, such services will be performed pursuant to a mutually executed SOW.

6. Description of Appliance Support Services.
6.1 Services.
For as long as the Appliance purchased by Customer is under Proofpoint's Appliance warranty Customer shall contact Proofpoint for any and all maintenance and support related to the Appliance. If support for the Appliance purchased by Customer includes on-site support, Proofpoint shall provide or cause to be provided 8-hour response service during the support hours specified in Section 1.3. A technician will arrive

on-site, depending on Customer's location and the availability of necessary parts, as soon as practicable (within the business hours specified in Section 1.3) after problem determination. Optional 24x7 service is available subject to Section 1.4.

6.2 Customer Obligations.

Customer must also install remedial replacement parts, patches, software updates or subsequent releases as directed by Proofpoint in order to keep Customer's Appliance eligible for Support services. Customer agrees to give Proofpoint at least thirty (30) days written notice prior to relocating Appliance. It is Customer's responsibility to back up the data on Customer's system, and to provide adequate security for Customer's system. Proofpoint shall not be responsible for loss of or damage to data or loss of use of any of Customer's computer or network systems. Customer agrees to provide the personnel of Proofpoint or its designee with sufficient, free, and safe access to Customer's facilities necessary for Proofpoint to fulfill its obligations.

6.3 Exclusions.

Appliance Support services do not cover parts such as batteries, frames, and covers or service of equipment damaged by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by Customer, removal or alteration of equipment or parts identification labels, or failure caused by a product for which Proofpoint is not responsible.