

Proofpoint PX Service Level Agreement

1. Standard Terms Applicable to each SLA:

A. Definitions. Except as otherwise modified or defined herein, all capitalized terms in this Proofpoint PX ("Hosted Services") Services Service Level Agreement have the same meanings as set forth in the General Terms and Conditions and the applicable Product Exhibit (collectively, "Agreement"). For purposes of this Hosted Services Service Level Agreement the following definitions will apply.

A.1 "Scheduled Maintenance Window" means the window during which weekly scheduled maintenance of the Hosted Service may be performed. The Scheduled Maintenance Window is between the hours of Friday 9:00 p.m. to Saturday 5:00 a.m. Pacific time.

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 contact Customer and provide the expected start time and the planned duration of the Emergency Maintenance and if Proofpoint expects the Hosted Service to be unavailable during the Emergency Maintenance.

B. Service Credits

B.1 "Service Credit" means the percentage of the monthly Subscription Fees paid or payable for the Hosted Service product that is awarded to Customer for a validated claim associated with that portion of the Hosted Service related to breach of the applicable SLA during that month.

B.2 In any given month Customer shall in no event be entitled to receive a credit that exceeds 100% of its monthly Subscription Fee for the nonconforming Hosted Service product.

B.3 Any Service Credits earned by Customer hereunder will be applied to the Subscription Fees owed by Customer for the next Hosted Service product subscription period for which the Service Credit applies. Service Credits earned by Customer hereunder will be applied against amounts due for an Extension Term. If Service Credits cannot be applied to future Subscription Fees because the Agreement has terminated due to Proofpoint's breach of the Agreement, Proofpoint will promptly pay Customer the amount of the Services Credit.

C. SLA Claims

C.1 Customer must notify Proofpoint Customer Support via support ticket within five (5) business days from the occurrence of the SLA incident. Customer's claim ticket must identify which specific SLA applies and the details of the relevant incident. Distributors and channel partners may NOT open SLA tickets on behalf of a Customer. If requested by Proofpoint, Customer will provide Proofpoint a live copy of the applicable email with the original Proofpoint headers (complete and untampered with) for analysis. Failure to comply with these reporting requirements may forfeit Customer's right to receive a remedy in connection with an SLA.

C.2 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 an SLA claim available for auditing by Customer at Customer's request.

C.3 In the event that more than one aspect of a Hosted Service product is affected by the same root cause, the single SLA applicable to such Hosted Service product of Customer's choosing may be claimed and no other claim will be validated or otherwise allowed for that event.

C.4 Except for gross negligence or willful misconduct, the remedies set forth herein represents Customer's sole and exclusive remedy for Proofpoint's breach of the SLAs defined in this SLA.

D. Exclusions

D.1 Customer shall not have any remedies under any SLA to the extent any SLA claim is due to: (i) use of the Hosted Service product 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 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.

SECURITY SERVICES HOSTED SERVICE SLAs. The following SLAs apply to the Security Services Hosted Service. 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 Customer Responsibilities. Customer must: (a) configure MS Office 365 or other applicable email service provider per Proofpoint documentation; (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 below.

% of Email System Availability per Calendar Month	Service Credit
< 99.999%	25%
< 99.0%	50%
< 98.0%	100%

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 Security Services Hosted Service network to when it exits the Security Services Hosted 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% email 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 Mailbox accounts that are contracted for the Security Services Hosted Service.
- **B.4** Exclusions. 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; (iii) email loops; or (iv) Customer's primary email server is unable to accept email on initial attempt.
- **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 below.

Average Email Delivery Time	Service Credit
> 1 minute	25%
> 5 minutes	50%
> 10 minutes	100%