proofpoint.

Cloud Security Inline Components
Service Level Agreement

1.   Standard Terms Applicable to the SLA

A.   Definitions.

Except as otherwise modified or defined herein, all capitalized terms in this SLA have the same meanings as set forth in the Agreement. For purposes of this SLA, the following definitions will apply.

A.1   "**Availability**" is defined in Section B.

A.2   "**Emergency Maintenance**" means any time outside of the Scheduled Maintenance Window in which 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 Service to be unavailable during the Emergency Maintenance.

A.3   "**Inline**" means the services deployed to provide real time control, visibility, and protection.

A.4   "**Management Access**" means access to the cloud administrator console.

A.5   "**Scheduled Maintenance Window**" means the window during which weekly scheduled maintenance of the Services may be performed.

A.6   "**Service**" means Proofpoint Web Security and CASB Proxy that have been assigned specific service levels within this SLA.

A.7   "**Service Credit**" is the number of days as set out in the Web Security & CASB Proxy Service Level Credits chart in section C.2, up to a cumulative total of 31 days in any twelve-month term, as a result of a breach of this SLA.

B.   Service Availability

B.1.   Availability. The availability of a Service is the percentage of time a Service's specified functionality is generally operating calculated per calendar month and measured using industry standard monitoring tools and software, excluding Scheduled Maintenance Window and Emergency Maintenance ("**Availability**"). Services achieving Availability, as calculated and described in this section meet the prescribed service level in the table below:

Service	Covered Functionality	Availability
Web Security & CASB Proxy	**Inline Availability**	99.999%
	Management Access Availability	99.9%

C.   Service Credits

C.1   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 Service.

C.2   Customer's sole remedy for breach of this SLA is the receipt of Service Credits. The number of days awarded as a Service Credit is as follows:

Web Security & CASB Proxy Service Level Credits		
Inline Availability	**Management Access Availability**	**Service Credit**
> = 99.999%	> = 99.9%	None
99.99% - < 99.999%	99.0% - < 99.9%	3 days
99.00% - < 99.99%	97% - < 99.0%	8 days

| 98.0% - < 99.00% | 95% - < 97% | 15 days |
| < 98% | < 95% | 31 days |

C.3   Any Service Credits earned by Customer hereunder will be applied to the Subscription Fees owed by Customer for the next Service subscription period for which the Service Credit applies. Service Credits earned by Customer hereunder will be applied against amounts due for an Extension Term.

D.   **Claims Process**

D.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 Customer. Failure to comply with these reporting requirements may forfeit Customer's right to receive a remedy in connection with an SLA.

D.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.

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

D.4   In the event a Service for which a Service Credit applies was licensed by Customer as part of a bundle of Proofpoint products, the Service Credit will be calculated solely on the portion of license fees attributed by Proofpoint to the specific Service and not the entire product bundle.

D.5   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 SLA.

E.   **Exclusions**

E.1   Customer shall not have any remedies under any SLA to the extent any SLA claim is due to: (i) use of the Service 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; (iv) unavailability of one or more specific features, functions, or equipment hosting locations within the Service, while other key features remain available; (v) Customer requests for additional configuration or system changes that require downtime to complete; or (vi) a Force Majeure Event. These SLAs do not apply to any end-of-life product or software version.

E.2   Customer is responsible for failures of the equipment or software used to access the Service.