



Secure Email Relay 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 “Emergency Maintenance” means any time outside of the Scheduled Maintenance Window where 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 SER service to be unavailable during the Emergency Maintenance.

A.2 “Scheduled Maintenance Window” means the window during which weekly scheduled maintenance of the Secure Email Relay (SER) 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.3. “Service Credit” is defined in Section B.

A.4 “System Availability” is defined in Section E.

B. Service Credits.

B.1 “Service Credit” means the percentage of the monthly Subscription Fees paid or payable for the SER service product that is awarded to Customer for a validated claim associated with that portion of the SER 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 SER service product.

B.3 Any Service Credits earned by Customer hereunder will be applied to the Subscription Fees owed by Customer for the next SER 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.

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 Customer. 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, auditlogs, 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 SER service product is affected by the same root cause, the single SLA applicable to such SER service product of Customer’s choosing may be claimed and no other claim will be validated or otherwise allowed for that event.



C.4 The remedies set forth herein represent Customer’s sole and exclusive remedy for Proofpoint’s breach of the SLAs defined in the 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 SER 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.

E. The following SLA applies to Proofpoint Secure Email Relay System Availability

E.1 Proofpoint warrants at least 99.9% Secure Email Relay (SER) System Availability to securely route Customer’s outbound email (excluding bulk mail, newsletters and spam) and to access the SER Web console during each calendar month. System Availability means the total time during which SER is available to Customer, excluding the Scheduled Maintenance Window and Emergency Maintenance.

E.2 Remedy: If SER System Availability is less than 99.9% and if Customer has fulfilled all 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 SER System Availability has occurred. The Service Credit will be calculated in accordance with the table below.

% of Secure Email Relay System Availability per Calendar Month	Service Credit
<99.9%	25%
<98%	50%
<95%	100%