



CONTINUITY SERVICES EXHIBIT

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| This Continuity Services Exhibit is an exhibit to the General Terms and Conditions (" General Terms "). The General Terms are an integral part of this Continuity Services Exhibit and are incorporated by reference. | |
| IN WITNESS WHEREOF, Proofpoint and Customer represent and warrant to the other that the person entering into this Continuity Services 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. DEFINITIONS. For purposes of this Continuity Services Exhibit the following definitions shall apply. Capitalized terms used in this Continuity Services Exhibit without separate definition shall have the meaning specified in the General Terms.

1.1 "Customer Data" means the rules and policies set by Customer in its use of the Continuity Services and the Customer inbound e-mail and associated content managed by the Continuity Services.

1.1 "Customer Equipment" means Customer's computer hardware, software and network infrastructure used to access the Continuity Services.

1.2 "Continuity Service(s)" means the temporary storage of Customer inbound email within the on-demand, Web-based email continuity services provided by Proofpoint, including updates thereto.

1.3 "Proofpoint Enterprise Protection" means the on-demand, Web-based Proofpoint Product for the filtering and processing of inbound email.

1.4 "Users" means Customer's and its Affiliates' employees, agents, contractors, consultants or other individuals who are authorized by Customer to use the Continuity Services.

2. TERMS OF CONTINUITY SERVICES.

2.1 Proofpoint shall make the Continuity Services available to Customer and its Affiliates in accordance with the General Terms, Order Form, this Continuity Services Exhibit, and the Continuity Services Documentation, and only to serve as a secondary, emergency failover option in the event of failure of Customer's email service, and not to serve as a primary email archive solution or a primary failover solution. Customer's right to use the Continuity Services is limited to the maximum number of Users/Mailboxes for each module specified in each Order Form.

2.2 Additional Subscription. Customer is required to have a current subscription for Proofpoint Enterprise Protection in order to use the Continuity Services.

2.3 Data Capacity. The Continuity Services has a maximum data volume capacity of: (a) the last thirty (30) calendar days of Customer inbound email; and (b) a per User maximum data capacity of one gigabyte (1 GB), or as may be increased per any update to the corresponding Documentation.

2.4 Data Segregation. Customer Data and Customer specific Service customizations will be logically separated from those of other customers of the Continuity Services on a user account basis.

2.5 Inbound Email Only. The Continuity Services will not store any email outbound from Customer's email server, nor any email originating from within Customer's own email domain (i.e. intra-domain).

3. CUSTOMER RESPONSIBILITIES. Customer is responsible for: (i) all activities conducted under its User logins; (ii) obtaining and maintaining any Customer Equipment and any ancillary services needed to connect to, access or otherwise use the Continuity Service and ensuring that the Customer Equipment and any ancillary services are compatible with the Continuity Service and comply with all configuration requirements set forth in the Continuity Services Documentation; and (iii) complying with all laws, rules and regulations regarding the management and administration of its electronic messaging system, including but not limited to, obtaining any required consents and/or acknowledgements from its Users and service providers (if applicable) in managing its electronic messaging system. Additionally, Customer shall be responsible for supporting and resolving any password reset issues for the Continuity Services for Customer's Users.

4. WARRANTIES. Proofpoint warrants that the Continuity Services will substantially conform in all material respects in accordance with the Continuity Services Documentation. Customer will provide prompt written notice of any non-conformity. Proofpoint may modify the Continuity Services Documentation in its sole discretion, provided the functionality of the Continuity 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 foregoing warranty, Proofpoint will: (i) use reasonable efforts to fix, provide a work around, or otherwise repair or replace the Continuity Services or, if Proofpoint is unable to do so; (ii) terminate this Continuity Services Exhibit and return the Subscription Fees paid to Proofpoint or Reseller for such allegedly defective Continuity Services for the period commencing from Customer's notice of nonconformity through the remainder of the Initial Term or Extension Term, as applicable.

5. INDEMNIFICATION BY CUSTOMER. Customer shall defend, indemnify and hold Proofpoint harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims made or brought against Proofpoint by a third party alleging that: (a) the Customer Data infringes the intellectual property rights of such third party or otherwise violates any applicable law; or (b) the rules and policies set by Customer in its use of the Continuity Services, or Customer's use of the Continuity Service in breach of the Agreement, has violated any applicable law; provided that Proofpoint: (i) promptly gives written notice of the claim to Customer; (ii) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle any claim unless it unconditionally releases Proofpoint of all liability); and (iii) provides to Customer, at Customer's cost, all reasonable assistance.

6. TERMINATION. Upon the effective date of termination of this Continuity Services Exhibit or the Agreement: (i) Customer's license to use the Continuity Services will cease; and (ii) Customer Data will be automatically deleted over the course of the next thirty (30) calendar days as part of the standard system maintenance procedures for the Continuity Services.