



ENTERPRISE GOVERNANCE SOFTWARE OR SERVICE EXHIBIT

This Enterprise Governance Software or Service Exhibit ("Governance Exhibit") is an exhibit to the General Terms and Conditions ("General Terms"). The General Terms are an integral part of this Governance Exhibit and are incorporated by reference.
IN WITNESS WHEREOF, Proofpoint and Customer represent and warrant to the other that the person entering into this Governance Exhibit is authorized to sign this Governance Exhibit on behalf of their respective party.

Table with 2 columns: CUSTOMER: and PROOFPOINT, INC.:. Rows include Individual Signing, Signature, Title, and Signing Date.

1. DEFINITIONS. For purposes of this Governance Exhibit the following definitions shall apply. Capitalized terms used in this Governance Exhibit without separate definition shall have the meaning specified in the General Terms.

1.1 "Customer Data" means all meta data stored in Enterprise Governance.

1.2 "Customer Equipment" means Customer's computer hardware, software and network infrastructure used to access Enterprise Governance.

1.3 "Disposition of Customer Data" means the removal of Customer Data such that it cannot be restored in human readable form from any and all storage mediums (including backups).

1.4 "Enterprise Governance" means the Proofpoint software or software as a service to track, classify, monitor, and apply policy to electronic documents by Named User, including updates thereto.

1.5 "Named User" means a separate active directory entry in Customer's systems.

1.6 "Open Source Software" means various open source software, including GPL software which is software licensed under the GNU General Public License as published by the Free Software Foundation, and components licensed under the terms of applicable open source license agreements included in the materials relating to such software.

1.7 "Users" means Customer's and its Affiliates' employees, agents, contractors, consultants or other individuals who are authorized by Customer to use Enterprise Governance.

2. TERMS OF ENTERPRISE GOVERNANCE.

2.1 Proofpoint shall make Enterprise Governance available to Customer and its Affiliates in accordance with the General Terms, Order Form, this Governance Exhibit and the Enterprise Governance Documentation.

Customer's right to use Enterprise Governance is limited to the maximum number of Named Users and storage amount for each module specified in each Order Form. For the purposes of this Governance Exhibit, the definition of Mailbox in the General Terms shall not apply and any other reference to "Mailbox" in the General Terms shall be deleted and replaced with "Named User".

2.2 Open Source Software is composed of individual software components, each of which has its own copyright and its own applicable license conditions. Customer may obtain information, (including, if applicable, the source code) regarding the inclusion of Open Source Software in the Software by sending a request, with Customer's name and address to Proofpoint at the address specified in the Order Form. Customer may redistribute and/or modify the GPL software under the terms of the GPL. A copy of the GPL is included on the media on which Customer receives the Software or included in the files if the Software is electronically downloaded by Customer. This offer to obtain a copy of the source files for GPL software is valid for three (3) years from the date Customer acquired the Software product.

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 Enterprise Governance and ensuring that the Customer Equipment and any ancillary services are (a) compatible with Enterprise Governance and (b) comply with all configuration requirements set forth in the Enterprise Governance 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 employees and service providers (if applicable) in managing its electronic messaging system; and (iv) as applicable, Disposition of Customer Data after the expiry of the applicable retention period. Notwithstanding anything to the contrary in this Governance Exhibit, for the purposes of Proofpoint's compliance with its obligations under this Governance Exhibit, Customer shall have obtained or obtain appropriate consent or authorization and be deemed to have consented to and authorized Proofpoint (and its authorized subcontractors) to retain, store and transmit any Customer Confidential Information (including, but not limited to, Customer Data) pursuant to the normal functioning of Enterprise Governance, including but not limited to (i) all configuration, rules and policies executed at Customer's direction; (ii) any document management or retention protocols that would delete, track, transmit or route documents or other data; and (iii) any requests by Customer or required hereunder for log, access, support-related or other transmissions under this Governance Exhibit. PROOFPOINT DOES NOT WARRANT THE ACCURACY OF THE INTENDED MANAGEMENT OF ANY DOCUMENT, OR THAT NO DOCUMENT WILL BE LOST.

4. 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 the Customer Data, or Customer's use of Enterprise Governance in violation of the Agreement, infringes the intellectual property rights of, or has otherwise harmed, such third party; provided, that Proofpoint (a) promptly gives written notice of the claim to Customer; (b) 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 (c) provides to Customer, at Customer's cost, all reasonable assistance.

5. ON-PREMISE DEPLOYMENT OF ENTERPRISE GOVERNANCE. This Section 5 shall apply to Customer if Customer licenses Enterprise Governance to be deployed on-premise as Software ("Governance Software").

5.1 Proofpoint shall deliver the Governance Software electronically by making it available for download via file transfer protocol.

5.2 Proofpoint warrants to Customer that for a period of three (3) months from delivery of the Governance Software, the Governance Software will substantially conform in all material respects with the Enterprise Governance Documentation ("Software Warranty"). Proofpoint does not warrant that the Governance Software will operate in the combinations that Customer may select for use, or that the operation of the Governance Software will be uninterrupted or error-free, or that all Governance Software errors will be corrected. Customer will provide prompt written notice of any non-conformity. 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 Governance Software or, if Proofpoint is unable to do so, (ii) terminate this Governance Exhibit and return the Subscription Fees paid to Proofpoint or Reseller for such allegedly defective Governance Software for the period commencing from Customer's notice of nonconformity through the remainder of the Initial Term or Extension Term, as applicable.

5.3 The Software Warranty does not apply to: (a) Governance Software that has been modified by any party other than Proofpoint; or (b) Governance Software that has been improperly installed or used in a manner other than as authorized under the Agreement to the extent such modification(s) or improper installation cause the Governance Software to be nonconforming.

5.4 Within thirty (30) days after termination of this Governance Exhibit, Customer shall certify in writing to Proofpoint that all copies of the Software, Software Updates, and Enterprise Governance Documentation in any form, including partial copies within modified versions, have been destroyed or returned to Proofpoint.

6. SAAS DEPLOYMENT OF ENTERPRISE GOVERNANCE. This Section 6 shall apply to Customer if Customer licenses Enterprise Governance to be deployed as software as a service ("Governance Service").

6.1 Proofpoint warrants that Enterprise Governance will substantially conform in all material respects in accordance with the Enterprise Governance Documentation. Customer will provide prompt written notice of any non-conformity. 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 Governance Software or, if Proofpoint is unable to do so, (ii) terminate this Governance Exhibit and return the Subscription Fees paid to Proofpoint or Reseller for such allegedly defective Governance Software for the period commencing from Customer's notice of nonconformity through the remainder of the Initial Term or Extension Term, as applicable.

6.2 Upon the effective date of termination of this Governance Exhibit, Customer's license to use the Governance Service will cease, provided that for a period of thirty (30) days after termination ("Wind Down Period") Customer may continue to access and retrieve Customer Data that has been stored in the Governance Service prior to termination. During the Wind Down Period, Customer may not use the Governance Service to manage new or additional documents. At the end of the Wind Down Period, Proofpoint will initiate Disposition of Customer Data remaining in its possession and Disposition of Customer Data will be completed within thirty (30) days of the end of the Wind Down Period.