

**ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS**

Proofpoint

Proofpoint LICENSE, WARRANTY AND SUPPORT TERMS

1. DEFINITIONS. In the General Terms:

"Agreement" means the General Terms, each Product Exhibit, each Order Form and any addendum or exhibit mutually executed by the parties.

"Appliance(s)" means a hardware device containing the Software.

"Documentation" means the description of the Proofpoint Product(s) contained in the then current Proofpoint Product descriptions provided by Proofpoint to Ordering Activity upon purchase or license of the Proofpoint Product(s), and the user manuals relating to the use of the Proofpoint Products that are either provided on-line at the time of Ordering Activity's purchase of the Proofpoint Product or delivered with the Proofpoint Product.

"Mailbox" means a separate account on Ordering Activity's e-mail server for sending or receiving messages or data within Ordering Activity's e-mail system or network. Aliases and distribution lists shall not be counted as separate mailboxes provided each person who has access to such aliases and distribution lists has a separate account on Ordering Activity's email server for the receipt of messages or data within Ordering Activity's e-mail system or network.

"Order Form" means an ordering document for a Proofpoint Product. Each Order Form shall reference this Schedule Contract and will be subject to the terms and conditions of referenced Schedule Contract.

"Professional Services" means installation, implementation, data migration or other consulting services provided by Proofpoint to Ordering Activity.

"Proofpoint Products" means the Appliance, Service or Software licensed and/or purchased by Ordering Activity under an Order Form.

"Service" means any hosted service offering in the Proofpoint Product list.

"Software" means any Proofpoint binary software programs licensed by Proofpoint to Ordering Activity, together with all the Software Updates.

"Software Updates" means all Software updates and enhancements that Proofpoint generally makes available at no additional charge to its customers who are current in payment of applicable annual fees or otherwise provides to Ordering Activity under an applicable Order Form.

"SOW" means each statement of work, engagement letter or other writing signed by Proofpoint and Ordering Activity that describes the Professional Services provided by Proofpoint. Each SOW shall reference the Schedule Contract and will be subject to the terms and conditions hereof.

"Subscription Fees" mean the annual fees paid by Ordering Activity for the right to use a Proofpoint Product and receive standard support during the Term.

"Work Product" means all work product developed or created by Proofpoint during the course of providing support or Professional Services to Ordering Activity. Notwithstanding anything herein to the contrary, Work Product shall not include any Customer Data or Customer Confidential Information.

2. GENERAL LICENSE TERMS.

2.1 Subject to the terms of these Attachment A terms and each applicable Product Exhibit, Contractor grants Ordering Activity a royalty-free, non-exclusive, limited term, non-transferable (except to a successor in interest as permitted hereunder) license to use the Proofpoint Products purchased by Ordering Activity, solely for internal business purposes.

2.2 As between Ordering Activity and Contractor, Ordering Activity is responsible for all activities conducted by its users under its Mailbox accounts. Ordering Activity specifically agrees to limit the use of the Proofpoint Products to those parameters set forth in the applicable Order Form. Without limiting the foregoing, Ordering Activity specifically agrees not to: (i) resell, sublicense, lease, time-share or otherwise make a Proofpoint Product available to any third party; (ii) attempt to gain unauthorized access to, or disrupt the integrity or performance of, a Proofpoint Product or the data contained therein; (iii) modify, copy or create derivative works based on a Proofpoint Product; (iv) reverse engineer a Proofpoint Product; (v) access a Proofpoint Product for the purpose of building a competitive product or service or copying its features or user interface; (vi) use a Proofpoint Product, or permit it to be used, for purposes of: (a) product evaluation, benchmarking or other comparative analysis intended for publication outside the Ordering Activity organization without Contractor's prior written consent; (b) infringement on the intellectual property rights of any third party or any rights of publicity or privacy; (c) violation of any law, statute, ordinance, or regulation (including, but not limited to, the laws and regulations governing export/import control, unfair competition, anti-discrimination, and/or false advertising); (d) propagation of any virus, worms, Trojan horses, or other programming routine intended to damage any system or data; and/or (e) filing copyright or patent applications that include the Software and/or Documentation or any portion thereof. Proofpoint Products are for use with normal business messaging traffic only, and Ordering Activity shall not use the Proofpoint Products for the machine generated message delivery of bulk or unsolicited emails.

4. OWNERSHIP.

4.1 As between the parties, Proofpoint retains all title, intellectual property and other ownership rights in the Software, any Service offering and the Work Product. Proofpoint hereby grants to Ordering Activity a non-exclusive, non-transferable, fully paid up, perpetual license to use the Work Product in accordance with this Attachment A and for Ordering Activity's internal business purposes. Ordering Activity retains all title, intellectual property and other ownership rights in all Ordering Activity Data, Ordering Activity Confidential Information and all data, text, files, data, output, programs, files, information, or other information and material that Ordering Activity provides, develops, or makes available or uses in conjunction with any Service offering.

4.2 There are no implied rights and all other rights not expressly granted herein are reserved. No license, right or interest in

any Proofpoint trademark, copyright, trade name or service mark is granted hereunder. Ordering Activity shall not remove from any full or partial copies made by Ordering Activity of the Software, Software Updates, Service Updates and Documentation any copyright or other proprietary notice contained in or on the original, as delivered to Ordering Activity. If Ordering Activity sells, leases, lends, rents, transfers or otherwise distributes an Appliance to a third party, Ordering Activity will ensure that it erases all copies of the Software from such Appliance.

5. REPORTING.

5.3 Reporting. On or before the 5th day of each calendar quarter during the Term, Ordering Activity shall audit its actual usage of the subscription based Proofpoint Products based on Mailbox count ("Mailbox Count") and inform Proofpoint by e-mail at accountsreceivable@proofpoint.com of the Mailbox Count during the prior quarter ("Reporting Quarter"). If such number exceeds the base number of Mailbox count for which Ordering Activity has paid Subscription Fees at the beginning of the Reporting Quarter ("Base Mailbox Count") by more than 5%, then Ordering Activity may have to pay Contractor for each Mailbox beyond the Base Mailbox Count for the Reporting Quarter and the remainder of the then current subscription term. If such number exceeds the Base Mailbox Count by 5%, or less, then Ordering Activity may have to pay Contractor for each Mailbox beyond the Base Mailbox Count for the remainder of the then current subscription term.

6. SUPPORT AND PROFESSIONAL SERVICES. Contractor through Proofpoint shall provide support provided Ordering Activity is current in payment of the applicable Subscription Fees and any additional fees for premium support. Proofpoint's current Support terms described herein as Exhibit A of this Attachment A. Contractor through Proofpoint will provide the Professional Services specified in one or more SOWs.

7. EFFECTS OF TERMINATION AND EXPIRATION

7.1 On termination or expiration of the Order Form, all Software and Service licenses granted under all Order Forms shall automatically terminate with immediate effect, provided the license granted pursuant to Section 4.1 for Ordering Activity to use the Work Product for Ordering Activity's internal business purposes shall remain in full force and effect.

9. WARRANTIES, REMEDIES AND DISCLAIMERS.

9.1 Each party represents and warrants that (i) it has the legal power to enter into and perform under this Attachment A; and (ii) it shall comply with all other applicable laws in its performance hereunder.

9.2 Contractor warrants it will provide Professional Services in a professional and workmanlike manner consistent with good industry standards and practices.

9.3 Warranties specific to each Proofpoint Product shall be set forth in an applicable Product Exhibit, executed by both parties.

9.4 As Ordering Activity's remedy and Contractor's liability for any breach of the foregoing warranties and any warranties provided in a Product Exhibit, Contractor will, as applicable, will fix, provide a work around, or otherwise repair, replace re-perform the Professional Services or Proofpoint Products or, if Contractor is unable to do so, return the fees paid to Contractor for such allegedly defective Professional Services or Proofpoint Product, for the period beginning with Ordering Activity's notice of nonconformity through the remainder of the Initial Term or Extension Term, as applicable.

9.5 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE AND IN EACH PRODUCT EXHIBIT, CONTRACTOR DISCLAIM ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INCLUDING WITHOUT LIMITATION REGULATORY COMPLIANCE, PERFORMANCE, ACCURACY, RELIABILITY, AND NONINFRINGEMENT. CONTRACTOR DOES NOT WARRANT THE ACCURACY OF THE INTENDED EMAIL BLOCKING OF ANY MAIL MESSAGE, THE PROOFPOINT PRODUCTS WILL MEET ORDERING ACTIVITY'S REQUIREMENTS OR THAT NO EMAIL WILL BE LOST OR THAT THE PROOFPOINT PRODUCTS WILL NOT GIVE FALSE POSITIVE OR FALSE NEGATIVE RESULTS OR THAT ALL SPAM AND VIRUSES WILL BE ELIMINATED OR THAT LEGITIMATE MESSAGES WILL NOT BE OCCASIONALLY QUARANTINED AS SPAM. CONTRACTOR DOES NOT WARRANT THE OPERATION OF THE PROOFPOINT PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE ATTACHMENT A. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO ORDERING ACTIVITY.

11. General

11.1 Government End-User Notice. This Section shall apply only if Ordering Activity is a federal government entity. Contractor provides the Proofpoint Products, including related technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Software include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If greater rights are needed, a mutually acceptable written addendum specifically conveying such rights must be included in this Attachment A.

EXHIBIT A

SUPPORT SERVICES PROGRAM FOR PROOFPOINT CUSTOMERS

The attached Support Services Program for Proofpoint Customer represents what is currently found at www.proofpoint.com/license, which may be updated from time to time, provided that any update shall not materially degrade the support services when taken as a whole and shall only take effect after the expiration of the then current subscription term.

Overview: The support services described herein are provided by Proofpoint to each Proofpoint customer ("Customer") pursuant to the terms and conditions of the applicable license agreement ("Agreement") between each customer and Proofpoint or between a customer and an authorized Proofpoint partner. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. Subject to customer paying the applicable support related fees, Proofpoint will provide the support described herein.

1. Bronze Support services consist of the following:

1.1 Error Corrections. Proofpoint shall use commercially reasonable efforts to correct and/or provide a work-around for any error reported by Customer in the current unmodified release of the Software in accordance with the priority level reasonably assigned to such error by Customer.

1.2 Software and Documentation Updates. Proofpoint shall provide to Customer one (1) electronic copy of all updated revisions to the Documentation and one (1) electronic copy of generally released bug fixes, maintenance releases and updates of the Software (collectively, "Updates"). Updates do not include products or options that are designated by Proofpoint as new products or options for which Proofpoint charges a separate fee. Software releases are supported for the current and prior release that are designated by a change to the right of the decimal (e.g. 1.1 to 1.2). Prior to discontinuing support services for any Software product line, Proofpoint shall provide at least six (6) months advance notice on its support website.

1.3 Support Requests and Named Support Contacts. Technical support is available during the technical support hours for the primary support center specified on the Product Order Form. Technical support hours for the US are Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time (excluding Proofpoint holidays). Technical support hours for Europe are Monday through Friday, 7:30 a.m. to 5:30 p.m. CET (excluding Proofpoint holidays). Technical support hours for Asia Pacific are Monday through Friday, 7:30 a.m. to 5:30 p.m. JST (excluding Proofpoint holidays). Customer may initiate electronic Support requests through Proofpoint's web-based call submission and tracking system ("CTS") at any time. Support request submitted via CTS will be addressed by Proofpoint during the Support hours listed above. Customer will promptly identify two internal resources who are knowledgeable about Customer's operating environment and operation of the Proofpoint Products (collectively, "Named Support Contacts"). Named Support Contacts will serve as primary contacts between Customer and Proofpoint and are the only persons authorized to interact with Proofpoint Technical Support, including accessing CTS to submit and track cases. All Support requests will be tracked in CTS and Customer can view the status of Customer's cases on CTS at any time.

1.4 Platinum Support. In addition to the Bronze support services defined above, for an additional charge, Customer shall receive (i) two additional Named Support Contacts (for a total of four) and Proofpoint shall provide assistance for Priority I errors, as reasonably determined by Proofpoint, 24x7, 365 days per year; and (ii) a dedicated phone line for submitting cases. Handling of non-Priority I errors will take place during the support hours specified in Section 1.3 above.

1.5 Premium Support. In addition to the Bronze and Platinum support services defined above, for an additional charge, Proofpoint will assign a designated Technical Account Manager to Customer's account.

2. Priority Levels of Errors and Responses

In the performance of Support services, Proofpoint will apply the following priority ratings.

2.1 Priority I Errors.

A "Priority I Error" means a Software program error which both (i) prevents some critical function or process from substantially meeting the Documentation and (ii) seriously degrades the overall performance of such function or process such that no useful work can be done and/or some primary major function of the Software or Appliance is disabled. Priority I Errors shall receive an initial response within one (1) hour (during standard Support hours referenced above), of the case being submitted to Proofpoint. In addressing a Priority I Error, Proofpoint shall use all reasonable efforts to develop suitable workaround, patch, or other temporary correction to restore operation as soon as possible. Proofpoint efforts to resolve a Priority 1 Error will include the following: (1) assigning one or more senior Proofpoint engineers on a dedicated basis to develop suitable workaround, patch, or other temporary correction; (2) notifying senior Proofpoint management that such P1 Error has been reported; (3) providing Customer with periodic reports on the status of corrections; and (4) providing a final solution to Customer as soon as it is available.

2.2 Priority II Errors.

A "Priority II Error" means a Software program error which both (i) degrades some critical function or process from substantially meeting the Documentation and (ii) degrades the overall performance of such function or process such that useful work is hindered and/or some major function of the Software or Appliance is not operating as expected but can be worked-around. Priority II Errors shall receive an initial response within four (4) hours (during standard Support hours referenced above). Proofpoint shall use all reasonable efforts to provide a workaround, patch, or other temporary correction as soon as possible.

2.3 Priority III Errors. Description: A "Priority III Error" means a Software program error which both (i) prevents some non-essential function or process from substantially meeting the Documentation and (ii) significantly degrades the overall performance of the Software or Appliance. Priority III Errors shall receive an initial response within eight (8) hours (during standard Support hours referenced above). Proofpoint shall use all reasonable efforts to provide a workaround, patch, or other temporary correction as soon as possible.

2.4 Priority IV Errors.

A "Priority IV Error" means a Software program error which prevents some function or process from substantially meeting the Documentation but does not significantly degrade the overall performance of the Software or Appliance. Priority IV Errors shall receive an initial response within sixteen (16) hours (during standard Support hours referenced above). Proofpoint shall use all reasonable efforts to include a workaround, patch, or other temporary correction in the next Software update.

3 Customer Cooperation.

Proofpoint's obligation to provide Support services is conditioned upon the following: (i) Customer's reasonable effort to resolve the problem after communication with Proofpoint; (ii) Customer's provision to Proofpoint of sufficient information and resources to correct the problem, including, without limitation, remote access as further discussed in these policies, (iii) Customer's prompt installation of all Software maintenance releases, bug fixes and/or work-around supplied by Proofpoint, and (iv) Customer's procurement and installation and maintenance of all hardware necessary to operate the Software. As related to Priority I Errors, Customer shall provide continuous access to appropriate Customer personnel and the Appliance (if applicable) during Proofpoint's response related to the Priority I Error or Proofpoint shall be permitted to change the Priority of the error. During the term of the Support services and for purposes relating to providing Support to Customer, Proofpoint may obtain information regarding Customer's e-mail communications and Customer agrees that Proofpoint may use any statistical data generated relating to Customer's e-mail. Notwithstanding the foregoing, Proofpoint shall not disclose the source and content of any such e-mail.

4. Reproducing Problems; Remote Access.

Subject to the applicable Support services fees, Support services assistance is limited to Software on platforms that are fully supported, running unaltered on the proper hardware configuration. Where applicable for a reported error, Proofpoint will use commercially reasonable efforts to reproduce the problem so that the results can be analyzed. Proofpoint's obligation to provide the Support services described herein, including without limitation meeting the response times set forth in Section 2 above, is subject to Customer providing shell or Web-based remote access to Customer's computer system(s) and network. Any such remote access by Proofpoint shall be subject to Proofpoint's compliance with Customer's security and anti-virus procedures and the confidentiality requirements set forth in the license agreement between Proofpoint and Customer. Any delay occasioned by Customer's failure to provide the foregoing remote access shall extend the response time periods set forth in Section 2 accordingly and resolution of the problem may be subject to payment of additional fees. Prior to proceeding with work that will be subject to additional fees, Proofpoint will notify Customer and will not start such work until Proofpoint receives authorization from Customer. If Customer fails to provide remote access to its computer system(s) and network and Proofpoint and Proofpoint and Customer cannot agree on a mutually satisfactory alternative method of reproducing the problem, Proofpoint shall not be obligated to resolve the problem.

5. Support Services Conditions.

5.1 Support Issues Not Attributable to Proofpoint. Proofpoint is not obligated to provide Support services for problems related to: (i) unauthorized modifications and/or alterations of the Software, (ii) improper installation of the Software by non-Proofpoint personnel, use of the Software on a platform or hardware configuration other than those specified in the Documentation or in manner not specified in the Documentation, or (iii) problems caused by the Customer's negligence, hardware malfunction, or third-party software. In the event Proofpoint provides Support services for problems caused by any of the above, Customer will reimburse Proofpoint for such services at the then-current time and materials rate. Proofpoint shall be entitled to discontinue Support services in the event of Customer's non-payment of Subscription Fees when due.

5.2 Exclusions from Support services.

The following items are excluded from Support services:

- (a) In-depth training. If the Support request is deemed to be training in nature, and will require an extended amount of time, Customer will be referred to Proofpoint's training or consulting departments.
- (b). Assistance in the customization of the application. Support services do not include providing assistance in developing, debugging, testing or any other application customization
- (c). Information and assistance on third party products. Issues related to the installation, administration, and use of enabling technologies such as databases, computer networks, and communications (except an Appliance) are not provided under Proofpoint Support services.
- (d) Assistance in the identification of defects in user environment. If Proofpoint concludes that a problem being reported by a Customer is due to defects in Customer's environment, Proofpoint will notify the Customer. Additional support by Proofpoint personnel to remedy performance issues due to the user environment are categorized as consulting services, which are provided for an additional fee.
- (e). Installation. Support Services provided herein do not include the use of Proofpoint Support services resources to perform installation of updates or Customer-specific fixes.

If Customer wishes to have Proofpoint perform services related to any of the above items, such services will be performed pursuant to a mutually executed SOW.

6. Description of Appliance Support Services.

6.1 Services.

For as long as the Appliance purchased by Customer is under Proofpoint's Appliance warranty Customer shall contact Proofpoint for any and all maintenance and support related to the Appliance. If support for the Appliance purchased by Customer includes on-site support, Proofpoint shall provide or cause to be provided 8-hour response service during the support hours specified in Section 1.3. A technician will arrive on-site, depending on Customer's location and the availability of necessary parts, as soon as practicable (within the business hours specified in Section 1.3) after problem determination. Optional 24x7 service is available subject to Section 1.4.

6.2 Customer Obligations.

Customer must also install remedial replacement parts, patches, software updates or subsequent releases as directed by Proofpoint in order to keep Customer's Appliance eligible for Support services. Customer agrees to give Proofpoint at least thirty (30) days written notice prior to relocating Appliance. It is Customer's responsibility to back up the data on Customer's system, and to provide adequate security for Customer's system. Proofpoint shall not be responsible for loss of or damage to data or loss of use of any of Customer's computer or network systems. Customer agrees to provide the personnel of Proofpoint or its designee with sufficient, free, and safe access to Customer's facilities necessary for Proofpoint to fulfill its obligations.

6.3 Exclusions.

Appliance Support services do not cover parts such as batteries, frames, and covers or service of equipment damaged by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by Customer, removal or alteration of equipment or parts identification labels, or failure caused by a product for which Proofpoint is not responsible.