Cloudmark Platform for Email Security Hosted Service
Service Level Agreement

1.   Standard Terms Applicable to each 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   "Scheduled Maintenance Window" means the period of time during which weekly scheduled maintenance of the Cloudmark Email Security Hosted Service may be performed. The Scheduled Maintenance Window is between the hours of Tuesday 9:00 p.m. to Wednesday 5:00 a.m. Pacific time.

A.2   "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 Cloudmark Email Security Hosted Service to be unavailable during the Emergency Maintenance.

A.3   "Service Credit" means the percentage of the monthly Subscription Fees paid or payable for the Cloudmark Email Security Hosted Service product that is awarded to Customer for a validated claim associated with that portion of the Cloudmark Email Security Hosted Service related to breach of the applicable SLA during that month.

A.4   "Recognized Industry Best Sending Practices" means recommendations and guidance for email service providers and senders, published by the Messaging Malware Mobile Anti-Abuse Working Group, to improve messaging security and protect users.

https://www.m3aawg.org/sites/default/files/document/M3AAWG_Senders_BCP_Ver3-2015-02.pdf
https://www.m3aawg.org/SendingMandatedEmailsBP
https://www.m3aawg.org/sites/default/files/m3aawg-email-authentication-recommended-best-practices-09-2020.pdf
https://www.m3aawg.org/SendingDomsBCP

B.   Service Credits.

**B.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 Cloudmark Email Security Hosted Service product.

**B.2   **Any Service Credits earned by Customer hereunder will be applied to the Subscription Fees owed by Customer for the next Cloudmark Email Security Hosted 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, audit logs, customer feedback reports 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 Cloudmark Email Security Hosted Service product is affected by the same root cause, the single SLA applicable to such Cloudmark Email Security Hosted Service product of Customer's choosing may be claimed and no other claim will be validated or otherwise allowed for that event.

C.4 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 SLAs defined in this 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 Cloudmark Email Security Hosted 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 Systems set forth in the Documentation; or (iv) a Force Majeure Event. These SLAs do not apply to any end-of-life product or software version.

2. Email Security Hosted Service SLAs. The following SLAs apply to the Cloudmark Email Security Hosted Service:

A. Filtering System Availability SLA.

A.1 Proofpoint warrants at least 99.99% System Availability, which is defined as the percentage of total time during which Email service connectivity on port 25, 465, 587 is available during each calendar month, excluding Scheduled Maintenance Window and Emergency Maintenance. For purposes of calculating System Availability; (i) the service is defined as "available" or "up" when it responds to a SMTP request submitted to a designated SMTP port with any SMTP reply code (2xx,3xx,4xx,5xx) within 20 seconds; (ii) the service is defined as "unavailable" or "down" when no response to a valid SMTP command is provided within the timeout periods defined in RFC5321 and the service has not processed any message transactions during the time period the service is reported to be "unavailable" or "down"; and (iii) only downtime occurrences exceeding 240 seconds will apply.

A.2 Customer Responsibilities. Customer must: (i) configure Customer Systems in accordance with the Cloudmark Email Security Hosted Service latest Product Welcome Letter provided to Customer; (ii) identify the number of impacted users as a subset against the total number of licensed users; (iii) provide the timeframes of the Service unavailability; (iv) provide copies of impacted messages with the original messages complete and unaltered; and (v) provide ping and trace routes.

A.3 Remedy. If the Cloudmark Email Security Hosted Service System Availability is less than 99.99%, and if Customer has fulfilled all of its obligations under the Agreement and this SLA, Proofpoint will provide Customer with a Service Credit for the month in which the failure to meet the System Availability SLA has occurred. The Service Credit will be calculated in accordance with the table below.

% of Email Security Hosted Service System Availability per Calendar Month	Service Credit
< 99.99%	25%
< 99. 0%	50%
< 98.0%	100%

B. Spam Inbound Effectiveness SLA

B.1 Proofpoint warrants that the Cloudmark Email Security Hosted Service will detect 99% of inbound spam in each calendar month.

B.2   This SLA applies only to spam messages processed through Cloudmark Email Security Hosted Service and does not apply to email sent from users or domains that have been safe-listed or allow-listed by Customer within the Cloudmark Email Security Hosted Service.

B.3   This SLA does not apply to: (i) false negatives sent to invalid Mailboxes; or (ii) messages not in conformance with recognized industry best sending practices.

B.4   Proofpoint will make a good faith estimation of the inbound spam capture rate based on the regular and prompt submission to the Cloudmark Email Security Hosted Service support center of all false negatives to report spam missed by Cloudmark Email Security Hosted Service.

B.5   Proofpoint will estimate the percentage of spam detected by the Cloudmark Email Security Hosted Service by dividing the number of spam emails identified by the Cloudmark Email Security Hosted Service as recorded in the Cloudmark Email Security Hosted Service report logs by all spam emails sent to Customer. Proofpoint will estimate all spam emails sent to Customer by adding the number of spam messages (false negatives) missed by the Cloudmark Email Security Hosted Service and reported to the Cloudmark Email Security Hosted Service support center to the number of spam emails detected by the Cloudmark Email Security Hosted Service.

B.6   **Remedy.** If the Cloudmark Email Security Hosted Service detects less than 99% of inbound spam in any calendar month, and if Customer has fulfilled all of its 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 SLA has occurred. The Service Credit will be calculated in accordance with the table below.

If monthly average spam capture rate is	Service Credit
< 99%	25%
< 98%	50%
< 95%	100%

C.   **Spam Outbound Effectiveness SLA**

C.1   Proofpoint warrants that the Cloudmark Email Security Hosted Service will detect 95% of outbound spam in each calendar month.

C.2   This SLA applies only to spam messages processed through Cloudmark Email Security Hosted Service and does not apply to email sent from users or domains that have been safe-listed or allow-listed by Customer within the Cloudmark Email Security Hosted Service.

C.3   This SLA does not apply to: (i) false negatives sent to invalid Mailboxes; (ii) outbound email from unauthenticated users; or (iii) messages not in conformance with recognized industry best sending practices.

C.4   Proofpoint will make a good faith estimation of the outbound spam capture rate based on the regular and prompt submission to the Cloudmark Email Security Hosted Service support center of all false negatives to report spam missed by Cloudmark Email Security Hosted Service.

C.5   Proofpoint will estimate the percentage of outbound spam detected by the Cloudmark Email Security Hosted Service by dividing the number of outbound spam emails identified by the Security Services Hosted Service as recorded in the Cloudmark Email Security Hosted Service report logs by all outbound emails sent from the Customer through the Cloudmark Email Security Hosted Service. Proofpoint will calculate the total number of emails sent from the Customer through the Cloudmark Email Security Hosted Service in each calendar month.

C.6   **Remedy.** If the Cloudmark Email Security Hosted Service detects less than 95% of outbound spam in any calendar month, and if Customer has fulfilled all of its 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 SLA has occurred. The Service Credit will be calculated in accordance with the table below.

If monthly average spam capture rate is	Service Credit
< 95%	25%
< 93%	50%
< 90%	100%