

**APPENDIX E TO DIR CONTRACT NO. DIR-TSO-3926
PROOFPOINT SECURITY PRODUCTS EXHIBIT**

<p>This Security Products Exhibit (“Exhibit”) is an exhibit to the General Terms and Conditions (“General Terms”). The General Terms are an integral part of this Exhibit and are incorporated by reference, if any of the following Proofpoint Products are licensed by Customer: Cloud Account Defense (CAD), Cloudmark Authority, Cloudmark Safe Messaging Cloud (SMC), Cloudmark Security Platform, and Cloudmark Spam Reporting Service (SRS), Continuity, Data Discover, Domain Discover, Email Data Loss Prevention (DLP), Email Encryption, Email Brand Defense, Email Fraud Defense, Email Protection, Emerging Threats Intelligence Query, Emerging Threats Pro Ruleset, Emerging Threats Reputation, Internal Mail Defense (IMD), Mail Routing Agent (MRA), PhishAlarm, PhishAlarm Analyzer, Cloud App Security Broker (CASB), Secure Share, Targeted Attack Protection (TAP), TAP Isolation – Personal Browsing Defense, TAP Isolation – Personal Webmail Defense, Threat Response, Threat Response Auto Pull, ThreatSim and Wombat Security Training Modules, and any future names or bundles by which Proofpoint identifies and makes available these Products. Capitalized terms used in this Exhibit without separate definition shall have the meaning specified in the General Terms.</p> <p>IN WITNESS WHEREOF, Proofpoint and Customer represent and warrant to the other that the person entering into this Exhibit is authorized to sign this Agreement on behalf of their respective party.</p>	
CUSTOMER: Carahsoft Technology Corporation	PROOFPOINT, INC.:
Signature:	Signature:
Individual Signing: [print name]	Individual Signing: [print name]
Title:	Title:
Signing Date:	Signing Date:

1. TERMS OF USE. Proofpoint shall make the Proofpoint Product available to Customer and its Affiliates in accordance with DIR Contract No. DIR-TSO-3926, the General Terms, Purchase Order, this Exhibit and the Documentation. Customer’s right to use the Proofpoint Product is limited to the maximum number of Licenses for each module, the deployment type (Appliance, Software, or Service (SaaS)), and any other limitations specified in this Exhibit, including Schedule 1, and each Purchase Order and/or Quote.

2. WARRANTIES.

2.1 Appliance Warranty. Proofpoint warrants to Customer that the physical Appliance will be free from defects in materials and workmanship, under normal intended use, for the period and under the terms described at <https://www.proofpoint.com/us/support/email-appliance-warranty-eol> (“**Appliance Warranty**”). Customer will provide prompt written notice of any non-conformity during the Appliance Warranty period. Provided that Proofpoint receives such timely notification, Customer’s sole and exclusive remedy and Proofpoint’s entire liability for any breach of the foregoing warranty is to ship a replacement Appliance. If the Appliance is replaced, such replacement Appliance is warranted for the unexpired portion of the original Appliance Warranty. If the Appliance is damaged due to Customer’s negligence or willful misconduct, Customer will be responsible for all shipping and repair costs. Otherwise, Proofpoint will be responsible for all shipping costs related to shipping the replacement Appliance to Customer. Any Appliance that is replaced becomes the property of Proofpoint. Proofpoint will not be responsible for Customer’s or any third party’s software, firmware, information, or data contained in or stored on any Appliance returned to Proofpoint, whether under warranty or not. This Appliance Warranty does not apply to (a) an Appliance that is improperly installed or used in a manner other than as authorized under the Agreement, to the extent such improper installation or use cause the breach of warranty; (b) an Appliance that has been modified or repaired by Customer or any party other than Proofpoint, to the extent such modifications cause the breach of warranty; (c) an Appliance that is damaged due to Customer’s mishandling, abuse, negligence, or improper storage, servicing or operation; or (d) an Appliance that is damaged due to power failures, surges, lightning strikes, fire, flood, accident, and actions of third parties or other events outside Proofpoint’s reasonable control.

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

2.3 Software Warranty. Proofpoint warrants that for a period of three (3) months following delivery of the Software to Customer it will function in substantial conformance in all material respects with the Documentation (“**Software Warranty**”). Proofpoint may modify the Documentation in its sole discretion, provided the functionality of the Software will not be materially decreased during the Term. Customer will provide prompt written notice of any non-conformity. The Software Warranty does not apply to: (a) Software that has been modified by any party other than Proofpoint; or (b) 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 Software to be nonconforming. As Customer’s sole and exclusive remedy and Proofpoint’s entire liability for any breach of the foregoing warranty, Proofpoint will (x) use reasonable efforts to fix, provide a work around, or otherwise repair or replace the Software or, if Proofpoint is unable to do so, (y) terminate this Exhibit and return the Subscription Fees paid to Proofpoint or Reseller for such allegedly defective Software for the period commencing from Customer’s notice of nonconformity through the remainder of the Initial Term or Extension Term, as applicable. If the non-conforming Software was included with an Appliance and if, in the parties’ reasonable judgment, the functionality or utility of the physical Appliance is materially impacted as a result of Proofpoint’s termination of Customer’s right to use the non-conforming Software under this Section 2.3, Customer may return the physical Appliance in accordance with the return provisions specified in Section 2.1 and Proofpoint will refund the fees paid to Proofpoint for such physical Appliance. If Customer has purchased the physical Appliance through a Reseller, then Reseller shall refund the foregoing fees to Customer.

2.4 Disclaimer. PROOFPOINT DOES NOT WARRANT THE ACCURACY OF THE INTENDED EMAIL BLOCKING OF ANY MAIL MESSAGE, THAT THE PROOFPOINT PRODUCTS (SOFTWARE, APPLIANCE, OR SERVICE) WILL MEET CUSTOMER’S REQUIREMENTS OR THAT EMAIL WILL NOT 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. PROOFPOINT DOES NOT WARRANT THE OPERATION OF THE PROOFPOINT PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL SOFTWARE ERRORS WILL BE CORRECTED.

3. APPLIANCE SHIPMENT, DELIVERY, TITLE, RISK OF LOSS. Proofpoint will ship the physical Appliance Ex Works (Proofpoint’s facility), as defined by Incoterms 2010. Unless specified in advance by Customer, Proofpoint will select the carrier in its own discretion. Shipping shall be handled in accordance with Appendix A, Section 8D of DIR Contract No. DIR-TSO-3926. Any Software Updates shall be delivered via file transfer protocol unless physical shipment (e.g. compact disk) is specifically requested by Customer.

4. SERVICE LEVEL AGREEMENT. Proofpoint provides a Service Level Agreement (“SLA”) for some of the Proofpoint Services. The SLA is posted on Proofpoint’s website at <http://www.proofpoint.com/license>. In the event of a breach of the foregoing warranty, as Customer’s sole and exclusive remedy, Proofpoint will provide the remedy set forth in the respective SLA. Any term found to be in conflict with DIR Contract No. DIR-TSO-3926 will be null and void.

5. PROOFPOINT’S LICENSE.

5.1 During the Term of the Agreement Customer hereby grants to Proofpoint and its service providers a worldwide, limited term license to collect and process certain Customer Confidential Information, Customer Data and Personal Data for: (a) abuse and threat awareness, detection and prevention, (b) compliance, and (c) security purposes; in accordance with the Agreement. Proofpoint will not sell any Customer Confidential Information, Customer Data, or Personal Data to third parties for marketing purposes.

5.2 Customer acknowledges and agrees that development of Threat Analytics from Proofpoint’s ecosystem is critical to the functionality of the Proofpoint Products. Customer hereby grants a worldwide license to Proofpoint to collect Threat Analytics during the Term of the Agreement. Further, Customer hereby grants a worldwide license to Proofpoint to use Threat Analytics to maintain, improve and enhance Proofpoint services; provided that if Customer provides written legal notice to Proofpoint on or after expiration or termination of the applicable Proofpoint Services instructing Proofpoint to delete any Personal Data included in Threat Analytics it will be deleted within 18 months of such notice. This Section 5.2 survives termination and expiration of the Agreement. “**Threat Analytics**” means information collected, generated and/or analyzed by the Proofpoint Products such as log files, statistics, aggregated data and derivatives thereof. “**Customer Data**” means the Customer specific configurations and rules implemented in the Proofpoint Products, and any Customer content processed by the Proofpoint Products (e.g. email text and attachments) that is not Personal Data. “**Personal Data**” means data about an identifiable individual that is protected by privacy laws where the individual resides. Examples of personal data include name, religion, gender, financial information, national identifier numbers, health information, email addresses, IP addresses, online identifiers and location data.

**SCHEDULE 1
PRODUCT SPECIFIC TERMS**

Cloudmark Products. Cloudmark Products include Cloudmark Authority, Cloudmark Safe Messaging Cloud (SMC), and Cloudmark Spam Reporting Service (SRS). Notwithstanding anything to the contrary in the General Terms and Conditions, the parties hereby agree that Work Product resulting from Technical Services for Cloudmark Products includes Customer configurations. Proofpoint grants to Customer a license to such Work Product (including Customer configurations) pursuant to Section 5.1 of the General Terms and Conditions. Additionally, Customer acknowledges that use of the “Cloudmark Network Feedback System” involves sending unencrypted Customer e-mail and spam samples into this system. This process is optional for the Customer and only occurs for an email message when a User chooses to click on the “This is Spam” button or the “This is NOT spam” button for a given email message. Proofpoint analyses these spam reports and unblock reports in order to increase the accuracy of the Proofpoint Product.

Continuity. Continuity is licensed on a User basis. Customer acknowledges that Continuity is 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 is required to have a current subscription for Proofpoint email protection to use Continuity. Customer is responsible for: (i) all activities conducted under its User logins; and (ii) obtaining and maintaining any Customer Equipment and any ancillary services needed to connect to, access or otherwise use Continuity and ensuring that the Customer Equipment and any ancillary services are compatible with Continuity and comply with all configuration requirements set forth in Continuity’s Documentation; and (iii) supporting and resolving any password reset issues for Continuity for Customer’s Users. Customer is solely responsible for any damage or loss to a third party resulting from the Customer’s own use of the Proofpoint Product in violation of: (a) applicable law; or (b) the terms and conditions of the Agreement.

Continuity Plus. Continuity Plus is licensed on a User basis Customer must: (i) enable the email journaling feature within Customer’s Microsoft Exchange Server, or Microsoft Office 365 service; and (ii) ensure that the Customer’s network has proper policies to allow journaling emails to be transmitted to the Proofpoint hostnames and IP addresses for Continuity Plus. This feature for emergency storage of outbound and intra-domain email is only supported for select versions of Microsoft Exchange Server and Microsoft Office 365. Customer is solely responsible for any damage or loss to a third party resulting from the Customer’s own use of the Proofpoint Product in violation of: (a) applicable law; or (b) the terms and conditions of the Agreement.

Domain Discover. Customer is responsible for (i) all activities conducted under its User logins; (ii) obtaining and maintaining any necessary equipment and configurations set forth in the Documentation; and (iii) complying with all applicable laws, rules and regulations, and acquiring all necessary data subject consents. Customer is responsible for maintaining the user accounts and the security of its’ user names and passwords at the user level and for promptly changing or deleting any user name or password that Customer believes may have been compromised. Proofpoint reserves the right to institute password requirements (such as the length of password or the required use of numbers, symbols etc.) and to refuse registration of, or cancel passwords it deems inappropriate. The Proofpoint Products may allow Customer to interface with a variety of third-party software or services (e.g., Facebook, Twitter, LinkedIn). No endorsement of any such service should be inferred as a result of any integration with the Proofpoint Products and Proofpoint is not responsible for the data, operation or functionality of such third-party services. While Proofpoint may, in its sole discretion, customize the Proofpoint Products to interoperate with various third-party services: (a) Customer is responsible for complying with the terms and policies of each such third-party service including, without limitation, any payment obligations related thereto; and (b) Proofpoint cannot guarantee that such third-party services will continue to interoperate with the Service.

Email Protection. Email Protection is licensed on a User basis. When using Email Protection Customer is responsible for all activities conducted under its user logins. Email Protection is for use with normal business messaging traffic only, and Customer shall not use Email Protection for the machine generated message delivery of bulk or unsolicited emails or emails sent from an account not assigned to an individual. Customer is responsible for maintaining the outbound email filtering Email Protection configuration settings to block emails identified by Proofpoint as either containing a virus or having a spam score of ninety-five (95) or higher. If Proofpoint has reason to believe that Customer has modified the outbound email configuration setting, Proofpoint reserves the right to monitor and reset such settings. Customer is solely responsible for any damage or loss to a third party resulting from the Customer’s own use of the Proofpoint Product in violation of: (a) applicable law; or (b) the terms and conditions of the Agreement. Each User must be assigned a separate account on Customer’s email server for sending or receiving messages or data within Customer’s email system or network.

Mail Routing Agent. Customer is responsible for maintaining the outbound email filtering MRA configuration settings established by Proofpoint to filter and block emails identified by Proofpoint as either containing a virus or having a spam score of 95 or higher. If Proofpoint has reason to believe that Customer has modified the outbound email configuration setting, Proofpoint reserves the right to monitor and reset such settings.

PhishAlarm & PhishAlarm Analyzer. PhishAlarm & PhishAlarm Analyzer do not filter, scan, analyze or determine if any email received by any User of the PhishAlarm Software is a phishing attack. Other Proofpoint Products provide these functions. “User” means Customer’s and its Affiliates’ employees, agents, contractors, consultants or other individuals licensed to use the Proofpoint Product.

Targeted Attack Protection (TAP). TAP is licensed on a User basis. Customer is solely responsible for any damage or loss to a third party resulting from the Customer's own use of the Proofpoint Product in violation of: (a) applicable law; or (b) the terms and conditions of the Agreement.

Threat Response. Threat Response is licensed on a User basis and interoperates with certain supported: (i) third-party data sources ("*Event Source*"); and (ii) third-party security enforcement platforms (e.g. firewalls, and web proxy servers) ("*Enforcement Device*"). As between Proofpoint and Customer, Proofpoint shall have no liability whatsoever with respect to the accuracy, availability, or quality of Event Sources or Enforcement Devices. Customer may configure additional Event Sources and Enforcement Devices as needed by Customer in connection to Customer's use of Threat Response. Customer is solely responsible for any damage or loss to a third party resulting from the Customer's own use of the Proofpoint Product in violation of: (a) applicable law; or (b) the terms and conditions of the Agreement.

Threat Response Auto Pull. Threat Response Auto Pull is licensed on a User basis and may only be integrated with either Microsoft Exchange Server, Microsoft Office 365, Google Gmail or IBM Domino as an Enforcement Device and can only be used with the following data Event Sources: Proofpoint TAP, FireEye EX, Proofpoint Smart Search results, Splunk (events for email quarantine only) and JSON (events for email quarantine only). Upon written notice (via email) to Customer's Named Support Contact from Proofpoint, Customer will send a copy of its specific TRAP system configuration to Proofpoint for review. Customer is solely responsible for any damage or loss to a third party resulting from the Customer's own use of the Proofpoint Product in violation of: (a) applicable law; or (b) the terms and conditions of the Agreement.

ThreatSim. Customer may only conduct simulated phishing emails to domains owned by the Customer as set forth in the Purchase Order. Customer may include in the simulated phishing emails logos, customer names, e-mail addresses of Users and any other identifying information ("Customer Information"). Customer represents and warrants that it has the right to distribute, reproduce, publish, upload, use the Customer Information.

TAP Isolation – Personal Browsing Defense & Personal Webmail Defense. Personal Browsing Defense and Personal Webmail Defense are both licensed on a User basis. Customer will not use either TAP Isolation product to monitor any User's internet activities and will not allow Users to transmit through or post on either TAP Isolation product infringing, defamatory, threatening or offensive material.

Wombat Security Training Modules. Wombat Security Training Modules enable Customer to send security awareness training to Users to teach Users secure behavior. On-premise versions of the Training Modules can also be provided. Training Modules are compatible with single SCO SCORM 1.2 and 2004 compliant Learning Management Systems, controlled by the Customer.