

PROOFPOINT, INC.

DATA LICENSE AGREEMENT

This Data License Agreement (this "Agreement") applies to all Subscriptions of Proofpoint, Inc., a Delaware corporation ("Proofpoint"), purchased by you, as an "End-User" (or "you"), from either Proofpoint, or an Authorized Party. This Agreement is effective on the earliest of (i) the click acceptance by the End-User, (ii) the execution of this Agreement or (iii) the download, installation or use of any Subscription, or part thereof, by the End-User.

BY CLICKING "ACCEPT" BUTTON BELOW (AS APPLICABLE), SIGNING THIS AGREEMENT OR BY DOWNLOADING, INSTALLING, OR USING THE SUBSCRIPTIONS, (A) EACH PERSON REPRESENTS AND WARRANTS IT HAS THE RIGHT, POWER AND AUTHORITY TO BIND THE END-USER FOR WHICH SUCH PERSON IS EMPLOYED OR ACTS AS A CONSULTANT AND (B) ON BEHALF OF SUCH END-USER CONFIRMS IT HAS READ THIS AGREEMENT AND IS CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT SIGN THIS AGREEMENT, AND DO NOT DOWNLOAD, INSTALL, OR USE ANY PART OF THE SUBSCRIPTIONS. NEW VERSIONS OF THIS AGREEMENT MAY BE PUBLISHED FROM TIME TO TIME AND EACH END-USER SHALL ACCEPT SUCH TERMS PRIOR TO THE DOWNLOAD OR INSTALLATION OF ANY SUBSCRIPTION OR SUBSCRIPTION UPDATE.

1. **Definitions.** Terms used in this Agreement, not otherwise defined, shall have the following meaning.

"**Authorized Party**" means a Person authorized and licensed by Proofpoint as a provider of the Subscriptions (or a specific Subscription) as an authorized reseller, an original equipment manufacturer or otherwise duly authorized as a provider of the Subscriptions (or a specific Subscription).

"**Compilation**" means a work, which combines a Subscription or portions thereof with any subscriptions, services, programs, code, or other products not governed by the terms of this Agreement.

"**Third Party**" means any Person other than End-User hereunder or Proofpoint.

"**Person**" means any individual, entity, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization or governmental body.

"**Subscription**" means all subscriptions, products and proprietary information or services of Proofpoint, which have been purchased by End-User pursuant to this Agreement either directly from Proofpoint or through an Authorized Party. Such Subscriptions include, but are not limited to Proofpoint's ETPro (IDS/IPS ruleset), IQRisk Rep List, IQRisk Rep Query, IQRisk Suite, PCAP Feed, URL Feed, any other customized data feed, subscription or product from Proofpoint and any modification of any such Subscription.

2. **Limited Grant.**

Subject to the terms and conditions of this Agreement, and any separate agreement between End-User and an Authorized Party (if applicable), and in consideration of the license fees paid, Proofpoint hereby grants to End-User a worldwide, non-transferable, non sub-licensable, non-assignable, non-exclusive license for the Subscriptions purchased, subscribed to and paid for by End-User.

The Subscriptions, number of licenses and/or access levels for certain Subscriptions, shall be reflected in End-User's electronic subscription, a quote from Proofpoint and the corresponding purchase order from End-User or such other agreement entered into with an Authorized Party.

End-User may purchase, subscribe to and pay for the Subscriptions through an Authorized Party or directly with Proofpoint through an electronic means or by purchase order. In no event shall the license granted under this Agreement extend to any Subscription, or for any term, not duly paid for by End-User.

Any Subscription purchase of the IQRisk Reputation List shall only entitle End-User to affect or respond to data or communications captured by, or within the data-path of the device(s) paid for by End-User. Use of the IQRisk Reputation List content to affect, respond, or correlate data aggregated from other devices and data sources requires specific approval to do so. Such approval, or grant of license, may be provided in a purchase order under this Agreement.

Proofpoint may grant a limited temporary license for evaluation purposes to End-User for a maximum of five (5) sensors. Such limited license shall be restricted solely to an End-User evaluating the applicable Subscription internally and such End-User shall not have any other rights as set forth in this Agreement. All additional restrictions on use under this Agreement shall apply. For any such evaluation-limited license, in which the End-User has not paid the full commercial

price for a Subscription, Proofpoint reserves its rights to unilaterally terminate this grant and restrict all access to such Subscription. If such End-User does not purchase a Subscription after the evaluation period communicated by Proofpoint, such End-User shall remove the Subscription from all systems.

All rights, not granted under this Agreement, are reserved by Proofpoint.

3. Limitations on License; Restricted Activities.

End-User recognizes and agrees that the Subscriptions (i) are the property of Proofpoint, (ii) contain valuable assets, proprietary information and property of Proofpoint, and (iii) are provided to End-User under the terms and conditions of this Agreement and any additional agreement with the Authorized Party (if applicable). Notwithstanding anything to the contrary in this Agreement, End-User agrees that it shall *not* do any of the following:

- (a) download, use, install, deploy, perform, modify, license, display, reproduce, distribute, or disclose the Subscriptions (even if merged with other materials as a Compilation) other than as permitted under this Agreement;
- (b) sell, license, transfer, rent, loan, reproduce, distribute to a Third Party or disclose the Subscriptions (in whole or in part and whether done independently or as part of a Compilation) to a third party;
- (c) share any user authentication information and/or password provided to an End-User with any Third Party to allow such party to access the End-User's account with Proofpoint or to otherwise access the Subscriptions;
- (d) use the IQRisk Reputation List to affect, respond, or correlate data aggregated from other devices and data sources; or
- (e) alter or remove any copyright notice or proprietary legend contained in or on the Subscriptions.

Paragraphs (a) through (e) of this Section 3 are collectively referred to as the "Restricted Activities."

4. Reproduction Obligations. Each End-User agrees that any embodiment of the Subscriptions permitted under this Agreement will contain the notices set forth in below:

The contents of this file are subject to a Data License Agreement with Proofpoint, Inc. You may not use this file except in compliance with the Agreement. You may obtain a copy of the applicable terms of use at <http://www.proofpoint.com/license/>.

Subscriptions distributed under the Agreement are distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either expressed or implied. See the Agreement for the specific language governing rights and limitations under the Agreement. The developer of the Subscriptions is Proofpoint, Inc.

In addition, to the extent End-User makes any copies of the Subscriptions as permitted under this Agreement, End-User agrees to ensure that any and all such copies shall contain:

- (a) a copy of an appropriate copyright notice and all other applicable proprietary legends;
- (b) a disclaimer of any warranty consistent with this Agreement; and
- (c) any and all notices referencing this Agreement and absence of warranties.

5. Termination. Unless earlier terminated as set forth herein or in an agreement with the Authorized Party (if applicable), this Agreement is effective so long as the Subscriptions are used by End-User. End-User's rights under this Agreement will terminate automatically if End-User fails to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of this Agreement, End-User must cease use of the Subscriptions and must destroy all copies of the Subscriptions. Notwithstanding the foregoing, limitations on the use of the Subscriptions and the liability of Proofpoint shall survive any termination of this Agreement.

6. Fees; Term. Subscriptions purchased directly from Proofpoint shall be subject to the agreed fee for the applicable term, which shall be reflected in the electronic purchase or a quote by Proofpoint and a corresponding purchase order from End-User. Once End-User has submitted a purchase electronically or submitted a purchase order and Proofpoint has provided the access information for such Subscription, the sale will be considered final and not subject to any refunds. Subscriptions purchased through an Authorized Party are subject to the fee agreement between End-User and such Authorized Party for the applicable term.

7. Automatic Renewal. If End-User has purchased a Subscription through Proofpoint (and not an Authorized Party) End-User's subscription will be automatically renewed at the expiration of the then-current term (subject to local regulation restrictions), excluding promotional and discount pricing. The new term will be for the same duration as the expired term

unless otherwise specified at the time of renewal. If End-User wishes to cancel its subscription, End-User must, prior to the expiration of the then-current subscription term, provide written notice to Proofpoint. If End-User has purchased the Subscription through a purchase order or other payment method, Proofpoint will invoice End-User for such renewal term. For the avoidance of doubt, if payment is not duly and timely received or available for any renewal term, Proofpoint reserves the right to terminate End-User's access to the Subscription until such payment has been received. End-user must provide current, complete and accurate information for its billing account. End-User is responsible for ensuring this information is correct and must promptly update all information. If End-User has purchased a Subscription as part of a product offered by an Authorized Party, End-User's agreement with such Authorized Party will control any renewal.

8. Modifications; Derivative Works; Distribution. In the event Proofpoint creates a modification or any derivative work of a Subscription, the use, reproduction and distribution of such modifications or derivative works shall be governed by the terms and conditions of this Agreement.

9. Inability to Comply Due to Statute or Regulation. If it is impossible for End-User to comply with any of the terms of this Agreement with respect to some or all of the Subscriptions due to statute, judicial order, or regulation then End-User must: (a) comply with the terms of this Agreement to the maximum extent possible; and (b) immediately provide written notice to Proofpoint describing these limitations. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

10. DISCLAIMER OF WARRANTY. THE SUBSCRIPTIONS ARE PROVIDED UNDER THIS AGREEMENT ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE SUBSCRIPTIONS ARE FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO PERFORMANCE OF THE SUBSCRIPTIONS IS WITH END-USER. SHOULD THE SUBSCRIPTIONS PROVE DEFECTIVE IN ANY RESPECT, END-USER (NOT PROOFPOINT) ASSUMES THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. IN NO EVENT WILL STATUTORY WARRANTIES (IF ANY) APPLY UNLESS REQUIRED BY STATUTE NOTWITHSTANDING EXCLUSION BY CONTRACT.

11. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL PROOFPOINT BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, SECURITY BREACHES OR FAILURES, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PROOFPOINT'S LIABILITY UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, OR OTHERWISE SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY PROOFPOINT UNDER THIS AGREEMENT FOR THE SUBSCRIPTION TERM IMMEDIATELY PRECEDING THE ACTION GIVING RISE TO THE CLAIM.

12. Termination. This Agreement and the rights granted hereunder will terminate automatically if End-User breaches any of the terms herein and fails to cure such breach within thirty (30) days of becoming aware of the breach. Provisions, which, by their nature, must remain in effect, beyond the termination of this Agreement, shall survive.

13. Monitoring. Proofpoint reserves the right to monitor access to its servers, by an End-User or otherwise. Such monitoring by Proofpoint will include, but not be limited to, identification of the IP addresses that access and download Subscriptions from a Proofpoint server. By entering into this Agreement and using the Subscriptions, End-User agrees to the transfer of such information to Proofpoint's offices in the United States.

14. Versions of the Agreement. Proofpoint may publish revised and/or new versions of this Agreement from time to time. Any such revised or new version of the Agreement shall be binding and effective upon the earlier of (i) the date that is thirty (30) days after posting of the revised or new version of the Agreement on Proofpoint's website or (ii) the date that Proofpoint provides notice to End-User of the amended Agreement. End-User may immediately terminate the Agreement

upon written notice to Proofpoint if a change is unacceptable to End-User. End-User's continued use of the Subscriptions indicates End-User's agreement to such revised or new versions of the Agreement.

15. Notices. Notices given under this Agreement shall be in writing and sent by facsimile, email, or by first class mail or equivalent. Proofpoint shall direct notice to End-User at the facsimile number, email address, or physical mailing address provided in the registration process. End-User shall direct notice to Proofpoint at the following address:

Proofpoint, Inc.
892 Ross Drive
Sunnyvale, CA 94089
USA
Fax: (408) 850-4022

Either party may change its notice contact information at any time by giving notice of the new contact information as provided in this section.

16. Assignment. End-User may not assign this Agreement without Proofpoint's prior written consent. Proofpoint may assign its rights and obligations under this Agreement without End-User's consent.

17. Severability; Governing Law; Venue; Construction. This Agreement represents the complete agreement concerning the subject matter hereof. No terms stated in any purchase order shall be incorporated into this Agreement and all such terms shall be void and of no effect. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be governed by California law, excluding its conflict-of-law provisions. Any litigation relating to this Agreement shall be subject to the jurisdiction of the state and federal Courts serving Santa Clara County, California. In the event Proofpoint files suit to enforce the terms of this Agreement, Proofpoint shall be entitled to recover all of its costs, including without limitation, court costs and attorneys' fees and expenses. End-User hereby submits to jurisdiction and venue in such courts. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation, which provides that the language of a contract shall be construed against the drafter, shall not apply to this Agreement. Headings and section references are used for reference only and shall not be used to define, limit or describe such section. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

18. Counterparts. This Data License Agreement may be executed by facsimile, electronic signature and in counterparts.

IN WITNESS WHEREOF, the undersigned have caused this Data License Agreement to be executed by their respective authorized representatives as of the Effective Date.

Lexington-Fayette Urban County
(END-USER) Government

Address: 200 E Main Street
Lexington, KY 40507

PROOFPOINT, INC.

892 Ross Drive
Sunnyvale, CA 94089
USA

By: [Signature]
Name: Jim Gray
Title: Mayor
Date: 8-Feb-2016

By: [Signature]
Name: Paul Anvil
Title: CEO
Date: 1/5/2016