



Evaluation Agreement

This Evaluation Agreement (the “Agreement”) governs the use of the Mimecast Services for evaluation purposes unless a separate written agreement has been agreed with Mimecast for the purposes of evaluation of services, in which case such agreement will prevail.

BY CLICKING ‘I ACCEPT’ YOU (i) AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT WHICH WILL FORM A BINDING CONTRACT BETWEEN MIMECAST AND THE CORPORATION, BUSINESS OR ENTITY YOU REPRESENT (THE “CUSTOMER”); AND (ii) YOU REPRESENT AND WARRANT THAT YOU HAVE THE POWER AND AUTHORITY TO BIND THE CUSTOMER TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR YOU DO NOT HAVE THE POWER AND AUTHORITY TO ACT ON BEHALF OF AND BIND THE CUSTOMER, DO NOT PROCEED TO ACCEPT THE TERMS OR CONTINUE WITH THIS EVALUATION.

“Mimecast” means the Mimecast Germany GmbH and “**Hosting Jurisdiction**” means the jurisdiction in which the Evaluation Services (defined below) are provided and Customer Data is stored.

1 EVALUATION SERVICES. Subject to Customer’s compliance with the terms of this Agreement, Mimecast will make the evaluation services (the “**Evaluation Services**”) available to Customer for a period of 30 days (the “**Evaluation Period**”). The Evaluation Period may be extended by Mimecast in writing (including email). The Evaluation Services will be provided in accordance with the applicable Services documentation at <https://community.mimecast.com/community/knowledge-base> (“**Documentation**”). The specific Evaluation Services subject to this Agreement, the Hosting Jurisdiction and number of Permitted Users or domains will be agreed in writing (including email) by Mimecast (“**Evaluation Order**”). For certain Evaluation Services, Supplemental Terms as set out in Appendix 1 shall apply. Notwithstanding the foregoing, the terms and conditions set out herein shall continue to apply for the duration of time that Mimecast stores or processes Customer Data provided in connection with the Evaluation Services. “**Permitted Users**” means individuals employed by or otherwise under Customer’s control and permitted to use the Evaluation Services.

2 EXISTING CUSTOMERS. If you are an existing Mimecast Customer and you have an agreement in place for the provision of the Mimecast Services (“**Existing Agreement**”), the terms of the Existing Agreement shall apply except as set out below:

2.1 Where Customer is provided Evaluation Services by Mimecast for evaluation purposes only, access to the Evaluation Services will be terminated upon expiration of the Evaluation Period, unless Customer enters into a paid subscription for the Evaluation Services on a non-trial basis prior to expiration of the Evaluation Period. Notwithstanding any provision to the contrary herein, in respect of the Evaluation Services Customer acknowledges and agrees that: (i) Mimecast has no obligation to retain Customer Data related to the Evaluation Services after termination or expiration of the Evaluation Period; (ii) either party may terminate the Evaluation Period immediately and without liability upon notice to the other party; (iii) Mimecast’s service levels and support description does not apply to the Evaluation Services; Mimecast’s maximum liability for any and all causes of action arising out of or relating to the Evaluation Services, whether in contract, tort, statute or otherwise, will be limited to \$100 (or the equivalent in the currency of the applicable Hosting Jurisdiction at the time the claim arose).

2.2 Capitalized terms used but not otherwise defined in Section 2.1, shall have the meaning given in the Existing Agreement. Acceptance of this Evaluation Agreement shall serve as an amendment to the Existing Agreement for the purposes of the Evaluation Services. Except as modified above, all terms and conditions of the Existing Agreement shall remain in full force and effect. In the event of any inconsistencies between the terms set out in Section 2.1 and any terms and conditions of the Agreement with regards to the Evaluation Services, Section 2.1 shall prevail.

2.3 With the exception of Section 12 (Sandbox Environments), the remainder of this Evaluation Agreement shall not apply to Existing Customers.

3 OWNERSHIP. Mimecast and its third-party licensors will retain all ownership interest in and to the Evaluation Services and its underlying systems. Customer’s rights are limited to those expressly stated in this Agreement. Notwithstanding any provision herein to the contrary, nothing in this Agreement is intended to limit Customer’s liability in the event of Customer’s violation of the intellectual property rights of Mimecast and any claim with respect to such violation will not be deemed governed by this Agreement. Evaluation Services must not be used or accessed for the purposes of (i) building a competitive service or comparative features; or (ii) comparative analysis (including but not limited to benchmarking) intended for use outside the Customer’s organization.

4 TERMS OF USE – EVALUATION SERVICES.

4.1 Customer will: (i) use the Evaluation Services for its own internal business purposes; (ii) use the Evaluation Services as reasonably directed by Mimecast; (iii) allow only the agreed number of Permitted Users access and use the Evaluation Services; (iv) implement and maintain reasonable and appropriate controls to ensure that user accounts are used only by the Permitted Users to whom they are assigned and to manage and monitor Permitted Users, including designating one or more administrators responsible for access control; (v) obtain and maintain any Equipment needed to connect to, access, or otherwise use the software and software services (“**Equipment**” shall include equipment and ancillary service including, but not limited to, modems, hardware, services, software, operating systems, networking, web services, and the like); (vi) ensure the Evaluation Service meet Customer’s regulatory requirements including, without limitation, requirements and obligations with regards to data privacy and employment laws; (iii) obtaining all necessary

consents, permissions and authority from individuals or regulators in respect of all Customer Data, including, where applicable, Personal Data transferred, processed and/or analysed in the use of the Evaluation Services including the right for Mimecast to use such data in the preparation of reports and analysis.

4.2 Customer will not: (i) transfer, resell, license or otherwise make available the Evaluation Services to third parties; (ii) use the Evaluation Services in any manner that violates any applicable law or regulation (including but not limited to where Customer is required to obtain permissions or authorizations to permit Mimecast to perform its obligations hereunder); (iii) use the Evaluation Services in a manner that violates any industry standards concerning unsolicited email; (iv) not share any user authentication information and/or any user password with any third party; (v) use the Evaluation Services in a manner that introduces any viruses, malicious code, or any other items of a harmful nature; or (vi) engage in any activity that could reasonably be expected to interfere with or disrupt the Evaluation Services (for example, an activity that causes Mimecast to be blacklisted by any internet service provider).

4.3 Customer is solely responsible for the acts or omissions of any user or Permitted User who obtains access to the Evaluation Services through Customer or Customer's systems. Customer will notify Mimecast promptly if it becomes aware of any unauthorized access or use. If applicable, Customer will be granted a "Super Administrator" role for Customer's Mimecast account, which will allow Customer full access to the Customer Data and the ability to configure the relevant account. Customer may assign a role to Mimecast which will allow Mimecast to access the Customer Data. In the event that such delegated access is provided, Customer will ensure that all necessary consents and authorisations have been obtained.

4.4 Customer will defend and indemnify Mimecast in the event of any third-party claim or regulatory action arising out of (i) Customer's breach (or alleged breach) of the terms of Section 4.1, 4.2 and 4.3 herein; and/or (ii) Mimecast's compliance with any Instructions or directions provided by Customer.

4.5 If Mimecast is prevented from or delayed in the performance of its obligations by any act or omission of Customer that is outside of Mimecast's reasonable control, Mimecast shall not be deemed in breach of its obligations, but only to the extent that the basis for Mimecast's breach arises directly or indirectly from such prevention or delay.

5. SUPPORT, SLA, AND IMPLEMENTATION SERVICES. Mimecast will provide support for Customer for installation and use of the Evaluation Services via telephone during normal business hours ("**Support**"). Mimecast will undertake commercially reasonable efforts to respond to all Customer inquiries promptly; however, Customer acknowledges and agrees that Mimecast's service level agreement does not apply to Evaluation Services provided under this Agreement.

6. DATA PROTECTION

6.1 Customer Data. "**Customer Data**" means the data processed through Customer's use of the Evaluation Services including, where relevant to the Evaluation Services, the contents of the files and emails sent by or to Permitted Users. "**Personal Data**" means Customer Data that relates to an identified or identifiable natural person. Customer Data will be purged in accordance with Mimecast standard business practices following termination or expiration of this Agreement and Customer acknowledges that Mimecast has no obligation to retain Customer Data thereafter.

6.2 Security. Mimecast will implement and maintain appropriate administrative, technical, organizational and physical security measures for each of the Evaluation Services to protect Customer Data against unauthorized access, disclosure or loss. Customer acknowledges and agrees that, in the course of providing the Evaluation Services, Professional Services, and Support to Customer, it may be necessary for Mimecast to access Customer Data to respond to technical problems or Customer queries and to ensure the proper working of the Evaluation Services; such access may originate from any jurisdiction where Mimecast maintains Support personnel. Additional information about Mimecast security, including the locations from which Support is provided and a list of Mimecast's certifications, attestations and assessments, is available at <https://www.mimecast.com/company/mimecast-trust-center/> (the "**Trust Center**"). Mimecast may update the Trust Center from time to time. Where required hereunder (or in accordance with any Data Processing Agreement), Mimecast shall notify Customer of any material changes.

6.3 Data Protection Laws. As required by law or as otherwise agreed by the parties, data protection measures may be described in more detail in a data processing agreement, which will be made supplementary to this Agreement ("**Data Processing Agreement**"). In the event of any conflict between this Agreement and the Data Processing Agreement, the Data Processing Agreement shall prevail. Mimecast acknowledges that, as between the parties, Customer owns and controls the right, title and interest in and to the Customer Data. With respect to any Personal Data contained in Customer Data, Customer acts as data controller and Mimecast acts as data processor. Mimecast will use and process the Personal Data solely in accordance with Customer's Instructions, but solely during the Evaluation Period. The "**Instructions**" are embodied in this Agreement, the applicable Evaluation Order(s), and any applicable Data Processing Agreement, and as may be additionally communicated by Customer to Mimecast in writing from time-to-time. Mimecast will collect and protect the Customer Data in compliance with the applicable laws and regulations of the Hosting Jurisdiction, including without limitation, as applicable, German Data Protection law and the General Data Protection Regulation (Regulation (EU) 2016/679). Customer acknowledges and agrees that Mimecast may process, transfer or copy Customer Data and Personal Data in the United States or other countries or jurisdictions outside of the country where it was collected provided such transfer occurs under a valid transfer mechanism. Customer is responsible for providing any requisite notice and obtaining any consent (if required) from Permitted Users for such processing and transfer of Personal Data, including international transfers.

7 CONFIDENTIALITY. "**Confidential Information**" means information designated by the party disclosing such information ("**Disclosing Party**") as "confidential" or "proprietary" or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of the disclosure. Customer's Confidential Information includes Customer Data. Mimecast's Confidential Information includes any information related to the performance, functionality, and reliability of the Evaluation Services.

Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault of the party that receives such information from the Disclosing Party ("**Receiving Party**"); (ii) is in the Receiving Party's possession prior to receipt from the Disclosing Party; (iii) is acquired by the Receiving Party from a third-party without breach of any confidentiality obligation to Disclosing Party; or (iv) is independently developed by Receiving Party without reference to the Disclosing Party's Confidential Information. Confidential Information is and will remain the exclusive property of the Disclosing Party. In addition to any other obligations required of it under Section 7 herein, the Receiving Party will: (i) use Disclosing Party's Confidential Information solely for the performance of the activities contemplated by these this Agreement; (ii) disclose such information only to its employees, agents, and contractors who are bound by obligations of confidentiality at least as strict as those contained in this Section 8; (iii) protect Disclosing Party's Confidential Information against unauthorized use or disclosure using the same degree of care it uses for its own Confidential Information, which in no event will be less than reasonable care; and (iv) upon written request, return or destroy all copies of the Disclosing Party's Confidential Information that are in its possession or control.

8. AGGREGATED DATA AND THREAT DATA. Customer hereby grants Mimecast a worldwide, royalty-free, fully paid up, irrevocable, non-exclusive license to use, process and store Threat Data for the purpose of providing Mimecast Services in accordance with this Agreement. "**Threat Data**" means all data identified through the Evaluation Services as malicious, such as data which may perpetuate data breaches, malware infections, cyberattacks or other threat activity, as well as data that describes and gives information about Customer Data, including but not limited to files, URLs, and other graph identifier derived features and other data used by machine learning processes that are designed to improve the Mimecast Services. Threat Data does not include raw content of Customer Data. For clarity, notwithstanding any provision herein to the contrary, Mimecast owns all aggregated data derived from the Evaluation Services as aggregated with usage data from Mimecast's other customers, including, without limitation, utilization statistics, reports, logs and information regarding spam, viruses or other malware processed by the Evaluation Services ("**Aggregated Data**"). Aggregated Data does not contain Personal Data. Customer acknowledges and agrees that Mimecast may (i) process Aggregated Data and/or Threat Data for its business purposes; (ii) improve and develop the Mimecast Services, including but not limited to the use of Threat Data to train the Service's machine-learning algorithms, the output of which are anonymized and irreversible; and (iii) share Aggregated Data and/or Threat Data with Third Parties. A "**Third Party**" is any person (including companies, entities, organizations, etc.) that is not Customer or Mimecast.

9. FEEDBACK. Customer agrees to provide Feedback as reasonably requested by Mimecast. Such Feedback will include tracking and reporting all errors, defects and incompatibilities encountered during the Evaluation Period. Mimecast has an unlimited right to use such Feedback in any present or future form, format or manner it deems appropriate, without monetary or other compensation to Customer. "**Feedback**" means any information, comments, criticisms, reports or other feedback, whether in oral or written form, that Customer provides to Mimecast regarding the function, features and other characteristics of the Evaluation Services.

10 LIMITATION OF LIABILITY.

10.1 General.

(a) Mimecast's liability is unlimited to the extent such liability arises from Mimecast's: (i) wilful misconduct; (ii) gross negligence; (iii) personal injury liability; or (iv) liability under the German Product Liability Act (Produkthaftungsgesetz).

(b) In cases of gross negligence, Mimecast's liability is limited to the amount of foreseeable loss that would have been prevented through the exercise of due care, or, as appropriate, to the amount of foreseeable loss that would have been prevented by the presence of the guaranteed quality.

(c) Subject to Section 10.1(a) and (b), Mimecast is not liable under these Terms except for a breach of a Major Obligation (Kardinalpflicht) up to an amount of €100. The parties acknowledge and agree that a "Major Obligation" is a duty which is a necessary prerequisite for Mimecast's contractual performance hereunder, or where the breach of the relevant duty jeopardizes the purpose of the contract and where Customer could legitimately rely upon its fulfilment.

10.2 Contributory Negligence. Notwithstanding section 10.1, Customer acknowledges that Mimecast may claim contributory negligence (for example, where Customer has breached its obligations under Section 4 herein).

10.3 Expiration. All claims against Mimecast in contract, tort, or otherwise for loss or wasted anticipatory expenditure are barred after a period of one year. That period begins at the point in time specified in the German Civil Code, Section 199(1). Except for cases of wilful misconduct and damage to life, bodily injury or damage to health, any liability claims against Mimecast may only be raised by Customer via written notice to Mimecast within four weeks of the damaging event or the proven date when the Customer became aware of the damage, whichever occurs later. Failing this, Customer's liability claims shall expire.

11. TERMINATION. Either party may terminate this Agreement for convenience or cause, immediately on giving written notice to the other party. Mimecast may suspend the Evaluation Services in the event Customer's account is the subject of denial of service attacks, hacking attempts or other malicious activities, or Customer's activities reasonably appear to be in breach of this Agreement. Mimecast will provide advance notice to Customer of such suspension where reasonably practicable.

12. SANDBOX ENVIRONMENTS. Mimecast may provide access to the Mimecast environment to enable Customer to test the Archiving, Secure Email Gateway and other Services from time-to-time (each a "**Sandbox Environment**"). In the event such access is provided, Customer acknowledges and agrees that the Sandbox Environment is a shared platform and any reports generated and/or Customer Data (including but not limited to, email metadata and content) sent to or from the Sandbox Environment, will be visible to all other users granted access for evaluation purposes. The terms and conditions of this Evaluation Agreement including but not limited to

Section 4 (Terms of Use – Evaluation Services), or for existing Customers, the terms of the Existing Agreement, shall apply to Customer's access to and use of the Sandbox Environments, however the Hosting Jurisdiction for Archive Sandbox may differ. Customer further acknowledges that Customer's corporate name may be visible to other users of the Sandbox Environment and therefore Customer may be identified as evaluating the Mimecast Services. Customer agrees that accessing Sandbox Environment shall be deemed consent to such disclosure. Customer will not transfer Personal Data, Protected Health Information (as defined under the US Health Insurance Portability and Accountability Act of 1996 (HIPAA)), payment card information, or any other confidential or protected information. Customer will not transmit any content which is or may be considered offensive or violates the rights of another. Customer shall indemnify and hold Mimecast harmless in the event of any third-party claim relating to Customer Data sent to or from the Sandbox Environment by Customer.

13. GENERAL.

13.1 The following Section will survive termination of this Agreement: Section 3 (Ownership); Section 4 (Terms of Use – Evaluation Services), Section 6 (Data protection), Section 7 (Confidentiality); Section 8 (Aggregated Data and Threat Data); Section 9 (feedback); Section 10 (Limitation of Liability); and Section 13 (General).

13.2 Notwithstanding any provision herein to the contrary, Customer Data may be retained and disclosed by Mimecast as required to comply with applicable laws, regulations, subpoenas or court orders or to otherwise enforce its rights under this Agreement. Where allowed by law, Mimecast will provide reasonable prior written notice to Customer to permit Customer to seek a protective order and will cooperate in Customer's activities under this Section, at Customer's expense. Mimecast will disclose only that information that is reasonably necessary to meet the applicable legal order or requirement.

13.3 Neither party will be liable for any delay in performance or failure to perform its obligations under this Agreement due to any cause or event outside its reasonable control including, acts of God, civil or military authority, acts of war, accidents, third-party computer or communications failures, natural disasters or catastrophes, strikes or other work stoppages or any other cause beyond the reasonable control of the affected party.

13.4 Customer may assign this Agreement in whole or in part to the acquirer of the business in the event of a sale or merger of Customer. Otherwise, Customer shall only be entitled to assign, pledge or otherwise dispose of claims to which it is entitled against Mimecast with Mimecast's express written consent. This Agreement will be binding upon the parties hereto and any authorized assigns.

13.5 Any business communications in connection with this Agreement may be provided by email. Any legal notices relating to this Agreement must be provided in writing and sent to the receiving party at the address provided by such party. All notices will be sent by major commercial delivery courier service or mailed in a manner that requires signature by the recipient.

13.6 Each party hereby acknowledges that no reliance is placed on any representation not provided in this Agreement. No purchase order or other communication will add to or vary this Agreement. Except as expressly provided herein, any modification to this Agreement must be made in writing and signed by an authorized representative of each party. If any provision of this Agreement is held to be unenforceable, such provision will be reformed to the extent necessary to make it enforceable, and such holding will not impair the enforceability of the remaining provisions. Failure by a party to exercise any right hereunder or to insist upon or enforce strict performance of any provision of this Agreement will not waive such party's right to exercise that or any other right in the future.

13.7 This Agreement is entered into solely between, and may be enforced only by, Mimecast and Customer. This Agreement does not create any third-party rights or obligations thereto. Each party will be acting as an independent contractor, and nothing herein will be construed to create a partnership, joint venture or any type of agency relationship between Mimecast and Customer or any Permitted User.

13.8 Mimecast acknowledges that any limitation of liability set forth in this Agreement is intended to apply only to the extent permitted by applicable law.

13.9 Each party agrees to comply with all applicable regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority, including and with the United States Export Administration Act, as amended from time to time, and with all applicable laws and regulations of other jurisdictions with respect to the export and import of the Evaluation Services.

13.11 Governing Law

German law applies exclusively to all claims in contract, in tort or otherwise, and the UN sales laws convention is excluded. Conflict-of-law rules do not apply. If Customer is a merchant within the meaning of § 1 of the German Commercial Code (HGB), or a public-law juristic person or special fund, the sole place of jurisdiction for all differences arising out of or in connection with this Agreement shall be Munich. Notwithstanding the foregoing, either party may seek equitable, injunctive or declaratory relief to enforce any of its intellectual property rights or rights in the Customer Data or Confidential Information in any court of appropriate jurisdiction.

13.11 Language. This Agreement may be used in a variety of languages. In the event of inconsistencies or lack of clarity between the German language and other language versions the German language version of this Agreement shall apply.

Appendix 1 Supplemental Terms

The Supplemental Terms set forth in this Appendix 1 are an addendum to and form part of the Agreement with Mimecast (the "Agreement").

A. Awareness Training Evaluation Services

1. **Material.** The Awareness Training Evaluation Services may include Material. "Material" includes collateral such as training materials, video training modules, user surveys, and user assessments made available to Customer by Mimecast hereunder. Mimecast and its third-party licensors will retain all ownership interest in and to the Material.
2. **Collateral.** If Customer uploads Customer's own written, photographic, and/or videographic collateral ("Collateral") to Mimecast's platform during the Awareness Training Evaluation Services, then Customer agrees that such Collateral: (i) will not infringe on the intellectual property rights or any rights related to publicity or the privacy of any third party; (ii) will not be defamatory, libelous, threatening or harassing in nature; and (iii) will not be in violation of applicable law (including those laws relating to obscenity or pornography). The requirements of this Section 2 are supplemental to, and not in replacement of, any other restrictions contained in these Supplemental Terms or the Agreement.
3. **Customer Indemnification.** Customer will defend, indemnify, and hold Mimecast harmless from any third party claim relating to Customer's breach of Section A.2 herein. Mimecast will provide prompt written notice of the applicable claim to Customer and cooperate in Customer's defense, as reasonably requested by Customer and at Customer's expense. Customer will not settle any such third party claim in a manner which requires Mimecast to admit fault or pay any monetary amounts of any type without Mimecast's express prior permission. Customer acknowledges and agrees that any liability caps included in the Agreement do not apply to Customer's obligations under this Section A.

B. Web Security Evaluation Services Supplemental Terms

1. **Customer Data.** Due to the nature of the Web Security Evaluation Services, Section 7 is not applicable to the Web Security Evaluation Services.
2. **Restrictions.** Customer will not disable or circumvent any access control, authentication process or security procedure established with respect to the Web Security Evaluation Services. The requirements of this Section 2 are supplemental to, and not in replacement of, any other restrictions contained in these Supplemental Terms or the Agreement.
3. **Indemnification.** Customer will defend, indemnify, and hold Mimecast harmless from any third party claim relating to Customer's breach of Section B.2 herein. Mimecast will provide prompt written notice of the applicable claim to Customer and cooperate in Customer's defense, as reasonably requested by Customer and at Customer's expense. Customer will not settle any such third party claim in a manner which requires Mimecast to admit fault or pay any monetary amounts of any type without Mimecast's express prior permission. Customer acknowledges and agrees that any liability caps included in the Agreement do not apply to Customer's obligations under this Section B.3.
4. **Suspension of Evaluation Services.** In addition to the ability to suspend the Evaluation Services under Section 12, Mimecast may suspend the Evaluation Services in the event Customer's account is in violation of acceptable use policies set forth in the Support Description or Service Levels. Mimecast will work with Customer to resolve such matters as soon as possible. In such circumstances, to protect Mimecast's own systems, Customer acknowledges that Mimecast may be required to suspend the Web Security Evaluation Services until the issues are resolved. Mimecast will provide advance notice to Customer of such suspension where reasonably practicable.
5. **Additional Disclaimer.** MIMICAST DOES NOT WARRANT THAT THE EVALUATION SERVICES WILL ALWAYS LOCATE OR BLOCK ACCESS TO OR TRANSMISSION OF ALL DESIRED ADDRESSES, EMAILS, MALWARE, APPLICATIONS AND/OR FILES, OR THAT ALL DATABASES WILL BE APPROPRIATELY CATEGORIZED OR THAT THE ALGORITHMS USED IN THE EVALUATION SERVICES WILL BE FULLY COMPLETE OR ACCURATE.

C. DMARC Analyzer Evaluation Services Supplemental Terms

1. **Hosting Jurisdiction.** DMARC Analyzer Evaluation Services are (i) hosted on a third-party platform that is located in Ireland and/or (ii) processes Customer Data, including Personal Data, in Ireland. Customer acknowledges that the certifications, attestations and assessments listed on Mimecast's Trust Center may differ for the DMARC Analyzer Evaluation Services. Further, the DMARC Analyzer Evaluation Services will be conducted on a limited number of Customer domains.
2. **Customer Obligations.** Customer is responsible for adding applicable domains to the DMARC Analyzer Evaluation Services and for publishing a DMARC record into the DNS for each such domain. Further, Customer must issue DNS updates as reasonably

required by Mimecast.

D. Brand Exploit Protect Evaluation Services Supplemental Terms

1. **BEP Services.** The Brand Exploit Protect Evaluation Services (the “**BEP Evaluation Services**”) are designed to protect Customer’s domains (each, a “**Domain**”) from illegitimate use by a third-party to create and/or register an imposter website. Customer must identify each Domain to be protected in writing to Mimecast, up to the maximum number of Domains listed on the applicable Evaluation Order. It is Customer’s responsibility to inform Mimecast of any additional Domains to be protected. Additional Domains may be subject to additional fees. The Mimecast Brand Exploit Protect Service is hosted in Google GCP Belgium and Microsoft Azure Netherlands regions.
2. **Takedowns.** Customer acknowledges and agrees that Mimecast will monitor for replications of Customer’s Domains, and in the event of a discovered Domain replication Mimecast will seek confirmation from Customer that a discovered Domain is illegitimate and unauthorized by the Customer. With such confirmation, Mimecast will report the imposter Domain to third party blocking sites and approach third-party registrars to request that the imposter Domain be disabled or blocked (each, a “**Takedown**”). Customer may request a more advanced countermeasure (“**Countermeasure**”) which includes but is not limited to, a regular Takedown. Each request for Countermeasures is charged as 5 regular Takedowns. Customer shall be responsible for all confirmations provided to Mimecast with regards to Takedowns whether in writing or via confirmation within Customer’s account or Mimecast administrative console. Takedowns are treated as the Professional Services referenced in the Agreement and are limited to the number listed on the Evaluation Order. Due to the nature of the BEP Evaluation Services provided, personnel will be available 24/7 to provide Support for the BEP Evaluation Services. Takedowns will be charged per request received and not upon completion of a successful Takedown.
3. **Web Scraping Tracker.** The subscription fee for the BEP Evaluation Services includes a limited, non-exclusive, non-transferable usage license to a script that Customer may add to each Domain for Customer’s internal business purposes only during the Evaluation Period (each, a “**Web Scraping Tracker**”). Customer is solely responsible for deploying the Web Scraping Tracker to Customer’s website code. Customer’s rights are limited to those specifically granted to Customer herein. Mimecast reserves all right, title, interest and ownership of the Web Scraping Tracker, and Customer shall gain no right, title, interest or ownership in the Web Scraping Tracker as a result of these BEP Supplemental Terms, the Agreement or the provision of the BEP Evaluation Services.
4. **Additional Restrictions.** Customer will not (a) register any Domain with Mimecast for the BEP Evaluation Services, unless said Domain is owned or legally controlled by Customer; or (b) engage in any activity that could reasonably be expected to interfere with or disrupt the BEP Evaluation Services. In addition to any indemnification obligations contained in the Agreement, Customer will hold harmless, defend and indemnify Mimecast in the event of any third-party claim or regulatory action arising out of Customer’s breach (or alleged breach) of this Section D4.
5. **Additional Disclaimer.** USE OF THE WEB SCRAPING TRACKER IS AT CUSTOMER’S DISCRETION AND RISK AND CUSTOMER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY DOMAIN CAUSED BY THE WEB SCRAPING TRACKER.