



Additional Terms and Conditions for MessageControl Software and Services

These Additional Terms and Conditions for MessageControl Software and Services terms (“**MessageControl Terms**”) govern Customer’s use of the Gatekeeper, Codebreaker, Silencer, Cybergraph Controlled Availability and Misaddressed Email Protect Services (the “**Additional Services**”) and are an addendum to and form part of the Customer’s services agreement with Mimecast which is in place between the parties or which will be executed concurrently with these MessageControl Terms (the “**Agreement**”).

If there is any conflict between these MessageControl Terms and the Agreement (and, if applicable, the DPA, which is defined below), then these MessageControl Terms shall take precedence, with regards to the Additional Services. Any capitalized terms not otherwise defined herein have the same meanings as those noted in the Agreement and the Additional Services are “Services” as that term is used in the Agreement.

1. Additional Services. The Additional Services are designed to help protect Customer from identity attacks by seeking to identify misaddressed emails and risks within email content and by intercepting embedded email trackers. Customer acknowledges that the certifications, attestations and assessments listed on Mimecast’s Trust Center may differ for the Additional Services.

2. Additional Customer Responsibilities and restrictions. Customer is responsible for (i) obtaining and maintaining any Equipment needed to connect to, access, or otherwise use the software and software services (“**Equipment**” shall include equipment and ancillary service include, not limited to modems, hardware, services, software operating systems, networking, web services, and the like); (ii) ensuring the Services 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 Services including the right for Mimecast to use such data in the preparation of reports and analysis. 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 (i) Customer’s breach (or alleged breach) of this Section 2; (ii) Mimecast’s compliance with any Instructions or directions provided by Customer.

3. Disclaimer for Additional Services. WITHOUT LIMITING MIMICAST’S EXPRESS OBLIGATIONS HEREUNDER, MIMICAST HEREBY DISCLAIMS ALL GUARANTEES, CONDITIONS, WARRANTIES AND REPRESENTATIONS, IMPLIED, STATUTORY OR OTHERWISE CONCERNING ANY ADDITIONAL SERVICES PROVIDED BY MIMICAST, INCLUDING BUT NOT LIMITED TO, THOSE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE ADDITIONAL SERVICES DO NOT QUALIFY AS LEGAL OR EXPERT ADVICE. CUSTOMER SHOULD CONSIDER WHETHER THE ADDITIONAL SERVICES ARE APPROPRIATE FOR CUSTOMER’S NEEDS, AND WHERE APPROPRIATE, SEEK LEGAL OR EXPERT ADVICE. MIMICAST DOES NOT REPRESENT THAT THE ADDITIONAL SERVICES WILL ACHIEVE INTENDED RESULTS, BE UNINTERRUPTED OR ERROR FREE OR MEET CUSTOMER’S REQUIREMENTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT REPORTS, GRAPHS, ANALYSIS OR SIMILAR INFORMATION (COLLECTIVELY “**INFORMATION**”) PROVIDED AS PART OF THE ADDITIONAL SERVICES, ARE BASED ON INFORMATION KNOWN TO MIMICAST AT THE TIME AND IS PROVIDED FOR CUSTOMER’S INTERNAL BUSINESS PURPOSES ONLY; MIMICAST WILL USE ALL REASONABLE EFFORTS TO PROVIDE ACCURATE AND UP-TO-DATE INFORMATION BUT MAKES NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED.

4. Export Restrictions. Customer will not be permitted to remove or export from the US or allow the export or re-export of anything related to the Additional Services, or any direct product of the Additional Services in violation of any applicable restrictions, laws or 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 the United States Export Administration Act.

5. Threat Data, Machine-Learning Data and Aggregated Usage Data.

5.1 Customer Data. The parties acknowledge and agree that Mimecast has no ownership rights to Customer Data. In accordance with the Agreement, Customer hereby grants to Mimecast a worldwide, irrevocable, license to collect and process Customer Data, including certain Customer Data within Machine-Learning Data (as defined below), as well as Threat Data (as defined below) for the purposes of: (i) providing the Services; (ii) improving threat detection, analysis, awareness, and prevention; and/or (iii) improving and developing the Services.

5.2 Threat Data. As part of the Services, Mimecast processes certain data reasonably identified to be malicious, including, without limitation, data which may perpetuate data breaches, malware infections, cyberattacks or other threat activity (collectively, “**Threat Data**”). Mimecast processes Threat Data primarily through automated

processes and may share limited Threat Data with third parties within the cybersecurity ecosystem for the purpose of improving threat detection, analysis and awareness. Threat Data is not Customer Data but may include Personal Data.

5.3 **Machine-Learning Data.** Through automated processes designed to develop and improve our machine learning algorithms within Services, Mimecast processes certain Customer Data and other data that describes and gives information about Customer Data, including but not limited to metadata, files, URLs, and other derived features and other data (“Machine-Learning Data”). We do not share Machine-Learning Data with Third Parties. Machine-Learning Data does not include full message content of Customer Data.

5.4 **Aggregated Usage Data.** Mimecast processes certain aggregated data derived from the Services including usage data such as utilization statistics, reports, logs and information regarding spam, viruses and/or other malware (“Aggregated Usage Data”). Mimecast owns all Aggregated Usage Data.

6. Data Processing Agreement. If the Customer has not executed a Data Processing Agreement (“DPA”) with Mimecast, Customer acknowledges and agrees that EU Personal Data is not processed through the Services and/or the Additional Services.

7. Additional Terms for On-Premise Software. This section 7 applies only to Customers who have purchased the right to use software on Customer premises or devices.

7.1 With respect to any component of the software that is distributed or provided to Customer on Customer premises or devices (“**On-Premise Software**”), Mimecast grants a non-exclusive, non-transferable, non-sublicensable license to Customer to use On-Premise Software, for as long as the Agreement is in effect.

7.2 Customer must install On-Premise Software in accordance with Mimecast instructions/specifications. Customer agrees to install all security and other patches within 14 days of notice by Mimecast. Assistance from Mimecast with regards to installation will be considered a professional services engagement at an additional cost to Customer.

7.3 An archive copy of On-Premise Software may be retained by Customer during term of the Agreement, solely to be used for recovery in the event original copy is lost or damaged.

7.4 Customer will promptly destroy or return all copies of On-Premise Software upon termination or expiry of the Agreement.

7.5 Customer may not directly or indirectly reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the On-Premise Software, documentation or data related to the On-Premise Software; modify, translate or create derivative works based on the On-Premise Software (except to the extent expressly permitted by Mimecast or authorised within the On-Premise Software); use the On-Premise Software for timesharing or service bureau purposes or otherwise for the benefit of a third-party; or remove any proprietary notice or labels.

7.6 Customer is responsible for obtaining and maintaining any Equipment and ancillary services needed to connect to, access, or otherwise use the On-Premise Software and Services.

7.7 Customer acknowledges that On-Premise Software may, at Mimecast sole discretion, be replaced by alternative cloud-based functionality effectively meaning Mimecast will end-of-life the On-Premise Software offering. In such circumstances reasonable advanced notice will be provided to Customer of any such change.