



Web Security Terms and Conditions

These Web Security Terms and Conditions (“**Web Security Terms**”) govern Customer’s (defined below) use of Mimecast’s Web Security Services (the “**Web Security Services**) and are an addendum to and form part of the services agreement which is in place between the parties, or which will be executed concurrently with these Web Security Terms (the “**Agreement**”). Any capitalized terms not otherwise defined herein have the same meanings as those noted in the Agreement. If there is any conflict between these Web Security Terms and the Agreement, then these Web Security Terms shall take precedence.

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

1. Support and SLA. The Service Levels and Support Description described in the Agreement shall apply to the Web Security Services. For the avoidance of doubt, Support does not include adjustments to the default configurations for the Web Security Services or configuration of Customer systems such as MX records, DNS, or FTP traffic, all of which are Customer’s responsibility.
2. Customer Restrictions. Specifically as regards the Web Security Services described herein, Customer will not: (a) use the Web Security Services in any manner that violates any applicable law or regulation (including but not limited to any infringing, defamatory or fraudulent purpose or where Customer is required to obtain permissions or authorizations to permit Mimecast to perform its obligations hereunder); or (b) disable or circumvent any access control, authentication process or security procedure established with respect to the Web Security Services;. In addition to any indemnification obligations contained in the Agreement, Customer will 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 the terms of this Section 2.
3. Warranty Disclaimer. THE WEB SECURITY SERVICES AND DOCUMENTATION PROVIDED BY MIMICAST HEREUNDER ARE PROVIDED “AS IS” AND “WITH ALL FAULTS”. IN REGARDS TO THE WEB SECURITY SERVICES AND DOCUMENTATION, MIMICAST EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR CONDITIONS OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, OR QUIET ENJOYMENT, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, SATISFACTORY QUALITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. MIMICAST DOES NOT REPRESENT THAT THE WEB SECURITY SERVICES OR THE PROFESSIONAL SERVICES WILL BE FULLY ACCURATE, UNINTERRUPTED OR ERROR FREE OR MEET CUSTOMER’S REQUIREMENTS, OR THAT ANY ERRORS RELATING TO THE WEB SECURITY SERVICES OR DOCUMENTATION WILL BE CORRECTED. NEW THREATS ARE CONSTANTLY EVOLVING; MIMICAST DOES NOT WARRANT THAT THE WEB SECURITY 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 WEB SECURITY SERVICES WILL BE FULLY COMPLETE OR ACCURATE.
4. Suspension of Services. In addition to the ability to suspend the Web Security Services as permitted under the Agreement, Mimecast may suspend the Web Security 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 Services until the issues are resolved. Mimecast will provide advance notice to Customer of such suspension where reasonably practicable.
5. Liability Cap. Mimecast’s maximum liability for any and all causes of action arising out of or relating to the Web Security Services, whether in contract, tort, extra-contractual liability, statute or otherwise, will be limited to an amount equal to the fees paid or payable by Customer to Mimecast for the Web Security Services during the twelve months preceding the incident giving rise to the claim; provided that the foregoing cap will not apply to: (i) the indemnification obligations set forth in the Agreement or (ii) any other liability which may not lawfully be excluded or limited.