



## Compliance Protect Terms and Conditions

These Compliance Protect Terms and Conditions (“**Compliance Protect Terms**”) govern Customer’s (defined below) use of Mimecast’s Compliance Protect features (“**Compliance Protect**”) and are an addendum to and form part of the services agreement which is in place between the parties, or which will be enacted concurrently with these Compliance Protect 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 Compliance Protect Terms and the Agreement, then these Compliance Protect Terms shall take precedence.

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

1. Compliance Protect. Mimecast will provide Compliance Protect in accordance with the applicable Services Order, the Agreement, these Compliance Protect Terms, and the applicable documentation available at <https://community.mimecast.com/community/knowledge-base> (“**Documentation**”).
  - 1.1. When the Services are configured to enable Compliance Protect, the storage media: (i) preserve the records exclusively in a non-rewriteable, non-erasable format; (ii) automatically verify the accuracy and quality of the recording process; (iii) serialize three duplicate records on the storage media, uniquely identifying each record and associating the data and time of recording for each record; and (iv) where Customer is subject to SEC Rule 17a-4(f)(2)(ii), allow downloading of indexes and records preserved on the electronic storage media to any medium acceptable by the SEC or the self-regulatory organizations of which the broker-dealer is a member.
  - 1.2. Customer authorizes Mimecast to retain, store and transmit Customer Data as described in the Documentation for Compliance Protect, including but not limited to: (i) configurations, rules and policies such as those that affect deletion, retention, transmission or routing of Customer Data or account logs; and (iii) any requests by Customer, third parties, or as required by SEC Rule 17a-4(f) or the rules of any self-regulatory organization (where applicable) for access to Customer Data.
2. Warranty Disclaimer. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES DO NOT QUALIFY AS LEGAL OR EXPERT ADVICE. CUSTOMER SHOULD CONSIDER WHETHER THE SERVICES ARE APPROPRIATE FOR CUSTOMER’S NEEDS AND SEEK LEGAL OR EXPERT ADVICE WHERE APPROPRIATE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL MIMICAST BE LIABLE WHETHER IN CONTRACT, EXTRA-CONTRACTUAL LIABILITY, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY (A) INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, (B) LOSS OF PROFITS, (C) LOSS OF ANTICIPATED SAVINGS, (D) DAMAGE TO REPUTATION OR SHARE PRICE DECLINE, OR (E) LOST MANAGEMENT TIME OF ANY KIND WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THESE COMPLIANCE PROTECT TERMS FOR ANY LEGAL CLAIM OR REGULATORY MATTER THAT RESULTS FROM THE COMBINATION OF THE SERVICES WITH THIRD-PARTY PRODUCTS, SERVICES, DATA OR BUSINESS PROCESSES USED BY CUSTOMER OR FROM CONTENT OR INFORMATION SUPPLIED BY CUSTOMER. THIS DISCLAIMER IS SUPPLEMENTAL TO AND NOT IN REPLACEMENT OF ANY DISCLAIMER CONTAINED IN THE AGREEMENT.
3. Wind-down Period. Notwithstanding any provision in the Agreement to the contrary, Customer may access Customer Data for thirty days subsequent to termination or expiration of the Agreement (the “**Wind-down Period**”), provided that Compliance Protect was licensed as of the last date that the Agreement was effective.
4. Customer Responsibilities. If Customer is subject to SEC Rule 17(a)(4) or the rules of any self-regulatory organization, Customer agrees to promptly inform any applicable regulatory organization, including any self-regulatory organization of which Customer is a member if: (i) the Agreement expires or is terminated; or (ii) if Customer discontinues using the Services in a manner which is intended to achieve regulatory compliance. Customer is responsible for (i) ensuring any ancillary services which Customer undertakes to utilize in conjunction with the Services comply with all configuration requirements set forth in the Documentation; and (ii) complying with all laws, rules and regulations regarding the management and administration of its email systems, including but not limited to implementing and maintaining a lawful basis for processing the Customer Data as described in the Documentation (including but not limited to obtaining any required consents and/or acknowledgements from individuals).



5. No Future Deliverables. Customer acknowledges that its agreement to these Compliance Protect Terms is not conditioned on any promise made by Mimecast to deliver any future deliverable such as a feature or functionality.
6. Designated Third Party. Customer acknowledges that it is Customer's sole responsibility to appoint a designated third party ("D3P") if required under Securities Exchange Act of 1934 Rule 17a-4(f)(3)(vii). Customer directs and authorizes Mimecast to follow all instructions, directions, or requests received from Customer's D3P. Upon notice by Customer of appointment of a D3P, Mimecast shall assume that the D3P is at all times qualified to act in that capacity. Mimecast will take reasonable steps to verify the identity of a D3P, but has no responsibility or liability to verify the identity of the D3P. Mimecast shall honor the appointment of the D3P until such time that Mimecast receives written notice that the designation has been revoked. Customer shall be solely liable for the acts or omissions of the D3P.