

# DMARC Analyzer Terms and Conditions

These DMARC Analyzer Terms and Conditions (the “**DMARC Terms**”) govern Customer’s (defined below) use of Mimecast’s DMARC Analyzer module (“**DMARC Analyzer**”) 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 DMARC 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 DMARC Terms and the Agreement, then these DMARC Terms shall take precedence.

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

For clarity, these DMARC Terms do not apply to orders placed via Mimecast’s website.

- 1. Provision of Services.** Notwithstanding Section 1 of the Agreement DMARC Analyzer is priced according to the number of Customer domains subjected to the service. The number of relevant domains will be identified on the applicable Services Order.
- 2. Responsibilities of the Parties.** Customer is responsible for adding all owned domains to DMARC Analyzer and for publishing a DMARC record into the DNS for each such domain. Further, Customer must issue DNS updates as reasonably required by Mimecast. 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.

**3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND WITHOUT LIMITING MIMECST’S EXPRESS OBLIGATIONS UNDER THIS AGREEMENT, MIMECST HEREBY DISCLAIMS (TO THE EXTENT EXISTING IN LAW) ALL GUARANTEES, CONDITIONS, WARRANTIES AND REPRESENTATIONS, IMPLIED, STATUTORY OR OTHERWISE CONCERNING ANY SERVICES, SOFTWARE, DOCUMENTATION OR MATERIALS PROVIDED BY MIMECST, INCLUDING BUT NOT LIMITED TO, THOSE IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICES DO NOT QUALIFY AS LEGAL OR EXPERT ADVICE. CUSTOMER SHOULD CONSIDER WHETHER THE SERVICES ARE APPROPRIATE FOR CUSTOMER’S NEEDS, AND WHERE APPROPRIATE, SEEK LEGAL OR EXPERT ADVICE. MIMECST DOES NOT REPRESENT THAT THE SERVICES OR THE PROFESSIONAL SERVICES WILL ACHIEVE INTENDED RESULTS, BE UNINTERRUPTED OR ERROR FREE OR MEET CUSTOMER’S REQUIREMENTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT REPORTS, GRAPHS, ANALYSES OR SIMILAR INFORMATION WHICH MAY BE PROVIDED AS PART OF THE SERVICES, ARE BASED ON INFORMATION KNOWN TO MIMECST AT THE TIME AND PROVIDED FOR CUSTOMER’S INTERNAL BUSINESS PURPOSES ONLY. MIMECST WILL USE 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. Liability Cap.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW MIMECAST'S MAXIMUM LIABILITY FOR ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO DMARC ANALYZER, 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 DMARC ANALYZER 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 (II) OR ANY OTHER LIABILITY WHICH MAY NOT LAWFULLY BE EXCLUDED OR LIMITED.