

Mimecast Protection for Microsoft Collaboration Terms and Conditions

These Mimecast Protection for Microsoft Collaboration Terms and Conditions (“**Protection for Microsoft Collaboration Terms**”) govern Customer’s (defined below) use of the Mimecast Collaboration services, including, but not limited to, the Protection for Microsoft Teams, Sharepoint, One Drive services (“**Protection for Microsoft Collaboration**”) 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 Protection for Microsoft Collaboration 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 Protection for Microsoft Collaboration Terms and the Agreement, then these Protection for Microsoft Collaboration Terms shall take precedence.

BY CLICKING ‘I ACCEPT’ YOU (i) AGREE TO THE TERMS AND CONDITIONS OF THESE PROTECTION FOR MICROSOFT COLLABORATION TERMS WHICH WILL FORM A BINDING CONTRACT BETWEEN MIMICAST AND THE CORPORATION, BUSINESS OR ENTITY YOU REPRESENT (THE “CUSTOMER”); (ii) AGREE THAT PROTECTION FOR MICROSOFT COLLABORATION IS SUBJECT TO BOTH THESE PROTECTION FOR MICROSOFT COLLABORATION TERMS AND THE AGREEMENT; AND (iii) YOU REPRESENT AND WARRANT THAT YOU HAVE THE POWER AND AUTHORITY TO BIND THE CUSTOMER TO THESE PROTECTION FOR MICROSOFT COLLABORATION TERMS.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THESE PROTECTION FOR MICROSOFT COLLABORATION 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 PROTECTION FOR MICROSOFT COLLABORATION TERMS OR CONTINUE WITH USE OF THE PROTECTION FOR MICROSOFT COLLABORATION SERVICE.

1. Application program interfaces (“APIs”) Customer can enable certain Mimecast application program interfaces to enable Protection for Microsoft Collaboration to work in conjunction with certain third-party services, systems, and/or applications. The process to gain access to the APIs will be made available to Customer upon request.

Customer is responsible for ensuring that the information provided to Mimecast to enable any API, is and remains accurate and up to date. Mimecast may revoke access to any API at any time without notice to Customer if Mimecast, in its reasonable discretion believes necessary or appropriate. All access keys, authentication procedures, and data to which Customer gains access or which is provided to Customer in connection with Customer’s use of the API, excluding Customer Data, is the Confidential Information of Mimecast. If Customer chooses to transfer Customer Data via Mimecast APIs to third-parties, whether or not such third parties are Mimecast technology partners, Mimecast is not responsible for the security of the Customer Data upon the Customer Data leaving the Mimecast environment and such transfer is on Customer’s own volition and risk. To the extent Customer uses the Mimecast APIs, the provisions of this Section shall apply to such use as if such APIs were included in the Services.

2. Third-Party-Services. Customer acknowledges and agrees that Mimecast is not responsible for Third-Party Services and no representations, warranties or commitments are made regarding any Third-Party Services. It is Customer’s sole responsibility to ensure it has valid licences for, and access to, all applicable Third-Party Services necessary to access and derive benefit from Protection for Microsoft Collaboration. Customer’s access and use of such Third-Party Services shall be governed solely by the terms and conditions of such Third-Party Services. To the extent Customer Data is retrieved from or provided by Third-Party Services in performance of Protection for Microsoft Collaboration, Mimecast will not be liable for the condition of such Customer Data, including, but in no way limited to any such

Customer Data that is retrieved from or provided to Protection for Microsoft Collaboration by Third-Party Services, that is incorrect, incomplete, corrupt, or missing. “**Third-Party Services**” means third-party licences, products, applications, APIs, web hooks, services, software, systems, directories, websites, databases and information which Customer may connect to, permit connection to (including without limitation, where such connection is part of the Services provided) or enable in conjunction with Protection for Microsoft Collaboration.

3. MIMICAST GIVES NO REPRESENTATIONS OR WARRANTIES AS TO THE FITNESS FOR A PARTICULAR PURPOSE OR INDIVIDUAL REQUIREMENT OF ANY THIRD-PARTY SERVICE NOR DOES MIMICAST ENDORSE, APPROVE OR RECOMMEND ANY PARTICULAR THIRD-PARTY SERVICE FOR USE WITH PROTECTION FOR MICROSOFT COLLABORATION. MIMICAST SHALL NOT BE RESPONSIBLE FOR THE CONTENT OR ACCURACY OF ANY THIRD- PARTY SERVICES OR FOR ANY LOSS OR DAMAGE RESULTING FROM THE USE OR FAILURE OF ANY THIRD-PARTY SERVICE.
4. These Protection for Microsoft Collaboration Terms are entered into solely between, and may be enforced only by, Mimecast and Customer. These Protection for Microsoft Collaboration Terms will not be deemed to create any third-party rights or obligations and any person who is not a party to these Protection for Microsoft Collaboration Terms shall not have any rights or remedies under or in connection with them.
5. Protection for Microsoft Collaboration is subject to fair usage limits specified in the Documentation or otherwise notified to Customer. If Customer exceeds such fair usage limits, Mimecast may work with Customer to seek to reduce Customer’s usage so that it conforms to that limit. If Customer is unable or unwilling to abide within the required fair usage limit, Mimecast may, at its sole discretion, either reasonably require Customer to pay applicable excess usage fees or suspend or terminate Protection for Microsoft Collaboration.