

Mimecast Awareness Training Terms and Conditions

These Awareness Training Terms and Conditions (“**Awareness Training Terms**”) govern Customer’s (defined below) use of the Mimecast awareness training services (“**Awareness Training**”) 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 Awareness Training 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 Awareness Training Terms and the Agreement, then these Awareness Training Terms shall take precedence.

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

1. The Awareness Training includes Material. “**Material**” includes collateral such as training materials, video training modules, user surveys, and user assessments made available to Customer by Mimecast hereunder. Mimecast and its third-party licensors will retain all interest in and ownership of the Material.
2. If Customer uses Awareness Training to upload Customer’s own written, photographic, and/or videographic collateral, including any names, images, or other intellectual property of a third party, (“**Collateral**”) to Mimecast’s platform, then Customer warrants that such Collateral: (i) will not infringe on the intellectual property rights or any rights related to publicity or the privacy of any third party; (ii) will not be defamatory, libelous, threatening or harassing in nature; (iii) will not be in violation of applicable law (including those laws relating to obscenity or pornography) and (iv) does not purport to be originated from a governmental agency (including, without limitation, agencies related to law enforcement, tax or immigration). The requirements of this Section 2 are supplemental to, and not in replacement of, any other restrictions contained in these Awareness Training Terms or the Agreement. In the event Mimecast receives notice from a third party alleging that any Collateral is in breach of this Section 2, then Mimecast will, to the extent allowable by law, promptly notify Customer and Customer will remove such Collateral from the platform as soon as reasonably practicable.
3. Customer will defend, indemnify, and hold Mimecast harmless from any third-party claim relating to Customer’s breach of Section 2 herein. Mimecast will provide prompt written notice of the applicable claim to Customer and cooperate in Customer’s defense, as reasonably requested by Customer and at Customer’s expense. Customer will not settle any such third-party claim in a manner which requires Mimecast to admit fault or pay any monetary amounts of any type without Mimecast’s express prior permission. Customer acknowledges and agrees that any liability caps included in the Agreement do not apply to Customer’s obligations under this Section 3.

4. Each party's rights and obligations under the Intellectual Property Indemnification clause in the Agreement shall extend to the Material. However, Mimecast's indemnification obligations under the Agreement shall not apply where the claim results from the combination of the Material with content or information supplied by Customer. Any Restrictions specified in the services agreement apply to the Awareness Training.
5. 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.
6. This Section 6 only applies if Customer has subscribed to the Managed Service Offering of Awareness Training. The "Managed Service Offering" includes a dedicated Mimecast representative to provide custom deployment, program management, and advanced reporting in relation to the Awareness Training. Customer acknowledges that for Mimecast to provide Managed Services for Awareness Training it is required for a Mimecast representative to have limited access to Customer's Awareness Training dashboard (i.e., read/edit rights). Customer acknowledges and agrees that the Mimecast representative providing the Managed Service Offering may be located in any jurisdiction where Mimecast maintains Support personnel. Customer will ensure that it has provided or obtained all necessary notices, consents and/or otherwise has a valid legal basis for Mimecast to access the Customer Data available via the Awareness Training dashboard. Customer will indemnify and hold Mimecast harmless in the event of any third-party claim arising from Customer's breach of the foregoing.