



Mimecast CyberGraph Services Terms and Conditions

These Mimecast CyberGraph Services Terms and Conditions (“**CyberGraph Terms**”) govern Customer’s use of the Mimecast CyberGraph Services (the “**Additional Services**”) and are an addendum to and form part of the Customer’s services agreement with Mimecast which is in place between the parties or which will be executed concurrently with these CyberGraph Terms (the “**Agreement**”).

If there is any conflict between these CyberGraph Terms and the Agreement (and, if applicable, the DPA, which is defined below), then these CyberGraph Terms shall take precedence, with regard to the Additional Services. Any capitalized terms not otherwise defined herein shall have the same meanings as those noted in the Agreement and the Additional Services are “Services” within the meaning of the term used in the Agreement.

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

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THESE CYBERGRAPH 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 CYBERGRAPH TERMS OR CONTINUE WITH USE OF THE ADDITIONAL SERVICES.

1. Additional Services. The Additional Services are designed to help protect Customer from identity attacks by seeking to identify misaddressed emails and risks within email content and by intercepting embedded email trackers. Customer acknowledges that the certifications, attestations, and assessments listed on Mimecast’s Trust Center may differ for the Additional Services.

2. Additional Customer Responsibilities and Restrictions. Customer is responsible for (i) obtaining and maintaining any Equipment needed to connect to, access, or otherwise use the software and software services (“**Equipment**”) shall include equipment and ancillary services including, but not limited to, modems, hardware, services, software operating systems, networking, web services, and the like); (ii) ensuring the Services meet Customer’s regulatory requirements including without limitation, requirements and obligations with regard to data privacy and employment laws; (iii) obtaining all necessary consents, permissions and authority from individuals or regulators in respect of all Customer Data, including, where applicable, Personal Data transferred, processed and/or analysed in the use of the Services, including the right for Mimecast to use such data in the preparation of reports and analyses. In addition to any indemnification obligations contained in the Agreement, Customer will hold harmless, defend and indemnify Mimecast in the event of any third-party claim or regulatory action arising out of (i) Customer’s breach (or alleged breach) of this Section 2; (ii) Mimecast’s compliance with any Instructions or directions provided by Customer.

3. Disclaimer for Additional Services. Without limiting Mimecast’s express obligations hereunder Mimecast hereby informs Customer that the Additional Services do not qualify as legal or expert advice. Customer should consider whether the Additional Services are appropriate for Customer’s needs, and where appropriate, seek legal or expert advice. Mimecast does not warrant that the Additional Services will operate uninterrupted or error free or meet Customer’s requirements. Customer acknowledges and agrees that reports, graphs, analyses or similar information (collectively “**Information**”) provided as part of the Additional Services, are based on Information known to Mimecast at the time and is provided for Customer’s internal business purposes only. Mimecast will use all reasonable efforts to provide accurate and up-to-date Information but makes no warranties as to the accuracy or completeness of the Information provided.

Ownership.

4.1 Ownership of the Additional Services. Customer’s rights in the Additional Services are limited to those expressly stated in this Agreement. Mimecast and its third-party licensors will retain all ownership interest and intellectual property rights in and to the Additional Services and its underlying systems, Mimecast APIs and to any Material. “**Material**” means collateral such as training materials, video training modules, user surveys, and user assessments made available to Customer by Mimecast. Notwithstanding any provision herein to the contrary, nothing in this Agreement is intended to limit Customer’s liability in the event of Customer’s violation of Mimecast’s ownership or intellectual property rights, and any claim with respect to such violation will not be governed by this Agreement.

4.2 Threat Data, Machine-Learning Data and Aggregated Usage Data.

The parties acknowledge and agree that Mimecast has no ownership rights to Customer Data. In accordance with this Agreement, Customer hereby grants to Mimecast all necessary rights and licenses to Process Customer Data, including Customer Data within Machine-Learning Data (as defined below), and Personal Data within Threat Data (as defined below) for the purposes of: (i) providing the Additional Services; (ii) improving threat detection, analysis, awareness, and prevention; and/or (iii) improving and developing Mimecast Services.

(a) Threat Data. As part of the Additional Services, Mimecast processes certain data reasonably identified to be malicious, including, without limitation, data which may perpetuate data breaches, malware infections, cyberattacks or other threat activity (collectively "**Threat Data**"). Mimecast processes Threat Data primarily through automated processes and may share limited Threat Data with Third Parties within the cybersecurity ecosystem for the purpose of improving threat detection, analysis, awareness and prevention. In certain instances, Threat Data may include Personal Data.

(b) Machine-Learning Data. Primarily through automated pattern recognition designed to develop and improve the efficacy and accuracy of our machine learning algorithms within the Additional Services, Mimecast processes Machine-Learning Data that may include Customer Data and other data that describes and/or gives information about Customer Data. "**Machine-Learning Data**" includes, but is not limited to metadata, files, URLs, derived features and other data. These machine-learning algorithms are hosted by Mimecast and/or Third-Party Subcontractors. The output of these machine learning algorithms is owned by Mimecast, does not contain Customer Data or Personal Data, and is anonymized and irreversible. Mimecast does not share Machine-Learning Data with Third Parties.

(c) Aggregated Usage Data. Mimecast processes certain aggregated data derived from the Additional Services, including usage data, such as utilization statistics, reports, logs and information regarding spam, viruses and/or other malware ("**Aggregated Usage Data**"). Mimecast owns all Aggregated Usage Data.

4.3 Feedback.

Mimecast owns all right, title, and interest in and to any Feedback in any present or future form or format for use in any manner that Mimecast deems appropriate, without monetary or other compensation to Customer. "**Feedback**" means any communications or materials provided to Mimecast by Customer suggesting or recommending changes to the Additional Services, howsoever such Additional Services are provided, including without limitation where provided under a trial subscription, paid subscription, free of charge, early release, beta, pilot or general acquisition.

4.4 Notwithstanding the foregoing, the Customer shall remain liable as the data controller under applicable Data Protection Laws and maintain accountability for all related actions, including, but not limited to, for all obtaining all necessary consents and end-use disclosures.