

Addendum – Additional Terms for Evaluation Services

This Addendum (“Addendum”) governs the use of the Mimecast services for evaluation (“Evaluation Services”) and is supplemental to and governed by the existing services agreement entered between Mimecast and Customer as well as any applicable service specific terms and conditions listed at www.mimecast.com/contracts (“Supplemental Terms”), (collectively, the “Agreement”). Except as modified below, the terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistencies between the terms set out herein and the terms of the Agreement with regards to the Evaluation Services, this Addendum shall prevail.

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

1. AMENDED TERMS. The terms of the Agreement shall apply to the Evaluation Services except as set out below:

1.1 Subject to Customer’s compliance with this Addendum and the Agreement, Mimecast will make the Evaluation Services available to Customer for a period of 30 days (the “Evaluation Period”). The Evaluation Period may be extended by Mimecast in writing (including email). The Evaluation Services will be provisioned for the number of Permitted Users or Domains, as applicable, specified on the online form. All Permitted Users must be individuals employed by or otherwise under Customer’s control. The country where the Customer Data will be stored (the “Hosting Jurisdiction”) will remain the same as Customer’s existing Mimecast services, unless otherwise specified in the Supplemental Terms or at the Trust Center located at <https://www.mimecast.com/company/mimecast-trust-center/>.

1.2 Access to the Evaluation Services will be terminated upon expiration of the Evaluation Period, unless Customer enters into a paid subscription for the Evaluation Services on a non-trial basis. Notwithstanding any provision to the contrary herein, in respect of the Evaluation Services Customer acknowledges and agrees that: (i) Mimecast has no obligation to retain Customer Data related to the Evaluation Services after termination or expiration of the Evaluation Period; (ii) either party may terminate the Evaluation Period immediately and without liability upon notice to the other party; (iii) Mimecast’s Service Levels and Support do not apply to the Evaluation Services; (iv) the Evaluation Services are provided “as is”, and (v) notwithstanding anything included in this Addendum or the Agreement to the contrary, Mimecast shall have no indemnification obligations nor any liability of any type with respect to the Evaluation Services. Exclusion in 1.2 (v) shall not apply, in cases of liability for damages from injury to life, body or health, in the case of malice, intent or gross negligence on the part of Mimecast of its legal representatives or vicarious agents or to the extent as the Product Liability Act applies.