Beta Program Addendum

The following Addendum governs the provision of Mimecast Beta Services, which forms an amendment to Customer's Services Agreement with Mimecast ("Agreement"). Any capitalized terms not otherwise defined herein have the same meanings as those noted in the Agreement.

1. "**Beta Services**" shall mean access to certain new products or services, or new features or functions of existing products or services, which are currently under development**.** Beta Services will be made available to Customer in a manner and for a time period as determined solely by Mimecast, for the purpose of testing and review, herein referred to as a "**Beta Test**". Mimecast is under no obligation to release a commercial version of the Beta Services; and Mimecast has the right to unilaterally abandon development of the Beta Services at any time and without any obligation, compensation, or liability to Customer or any third party. Mimecast reserves the right to modify the Beta Services and related Beta Test, and/or to suspend access to the Beta Services and related Beta Test at any time with or without cause, in Mimecast's sole discretion. The Beta Services do not include any service level promises or support or maintenance obligations. Mimecast has no obligation to provide any updates, upgrades, corrections or other support in relation to the Beta Services.

2. **Use and Restrictions**. Customer will use the Beta Services solely as provided in the Agreement and as reasonably directed by Mimecast, including performing specific tests and implementing updates and new versions as requested. Customer acknowledges that after the conclusion of the applicable Beta Test, it may be necessary for Mimecast to maintain an assigned role in Customer's account, which will allow Mimecast to access Customer Data for the purpose of providing the Beta Services. Customer will ensure that all necessary consents and authorizations have been obtained and will indemnify and hold Mimecast harmless in the event of any third-party claim arising from such access. Mimecast will not be liable for the failure to deliver any Beta Services in the event Customer refuses such access.

3. **Ownership.** Mimecast grants to Customer a non-sublicensable, non-transferable, non-exclusive, revocable, limited right to use the Beta Services as set out herein, for the duration of the applicable Beta Test. Mimecast and its third-party licensors will retain all rights, title, interest and ownership in and to the Beta Services and all related Beta Tests inclusive of any and all intellectual property rights therein. Customer will not earn or acquire any rights or licenses to any hardware, software, products, documentation, equipment, underlying systems or any or other materials provided as part of the Beta Services and Beta Tests.

4. **Confidentiality.** The parties acknowledge and agree that in relation to the Beta Services and each and every Beta Test, all documentation and/or information of any kind related to such Beta Services and Beta Test, along with participation in and access to the same, shall be treated as Mimecast Confidential Information and subject to the confidentiality provisions of the Agreement.

5. **Hosting Jurisdiction**. Customer acknowledges and agrees that the Hosting Jurisdiction from which the applicable Beta Test is being provided may differ from other Services to which Customer subscribes.

6. **Disclaimer of Warranties.** In addition to the Disclaimer of Warranties in the Agreement, Customer acknowledges and agrees that: (a) the Beta Services are in development and have not been commercially released for sale by Mimecast; (b) the Beta Services may not be fully functional, and it is expected that they will contain errors, design flaws or other problems; (c) the Beta Services may not be reliable during Beta Test; and (d) the Beta Services and use thereof may result in unexpected results and / or loss of data.

7. **Limitation of Liability.** Except 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 Mimecast shall have no indemnification obligation or any liability with respect to the Beta Services or this Addendum.

8. **Security, Data Protection and Confidentiality and Ownership.** Notwithstanding the provisions of the Agreement, Customer acknowledges and agrees that the sections of Mimecast's General Terms and Conditions found at www.mimecast.com/contracts which relate to (i) Security, Data Protection and Confidentiality; and (ii) Ownership, shall apply to the Beta Services and Customer's use thereof.

9. **Termination.** Either party may terminate this Addendum or any Beta Test for its convenience upon ten (10) business days following written notice to the other party.

Except as amended herein, all terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Addendum and the terms and conditions of the Agreement relating to the subject matter herein, this Addendum shall prevail. Notwithstanding any requirement for signature set out within the Agreement, by accessing the Beta Services Customer consents to amend the Agreement by appending this Beta Program Addendum thereto.