

Web Security Terms and Conditions

These Web Security Terms and Conditions (“**Web Security Terms**”) govern Customer’s use (defined below) of Mimecast’s Web Security Services (the “**Web Security Services**) and are an addendum to and form part of the services agreement which is in place between the parties or which will be executed concurrently with these Web Security 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 Web Security Terms and the Agreement, then these Web Security Terms shall take precedence.

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

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

1. **Support and SLA.** The Service Levels and Support Description (“**Support and SLA**”) described in the Agreement shall apply to the Web Security Services. For the avoidance of doubt, Support does not include adjustments to the default configurations for the Web Security Services or configuration of Customer systems such as MX records, DNS, or FTP traffic, all of which are Customer’s responsibility.
2. **Customer Restrictions.** Specifically as regards the Web Security Services described herein, Customer will not: (a) use the Web Security Services in any manner that violates any applicable law or regulation (including but not limited to any infringing, defamatory or fraudulent purpose or where Customer is required to obtain permissions or authorizations to permit Mimecast to perform its obligations hereunder); or (b) disable or circumvent any access control, authentication process or security procedure established with respect to the Web Security Services;. In addition to any indemnification obligations contained in the Agreement, Customer will defend and indemnify Mimecast in the event of any third-party claim or regulatory action arising out of Customer’s breach (or alleged breach) of the terms of this Section 2.
3. **Suspension of Services.** In addition to the right to suspend the Services under the Agreement, Mimecast may suspend the Web Security Services in the event Customer’s account is in violation of acceptable use policies set forth in the Support and SLA. Mimecast will work with Customer to resolve such matters as soon as possible. In such circumstances, to protect Mimecast’s own systems, Customer acknowledges that Mimecast may be required to suspend the Web Security Services until the issues are resolved. Mimecast will provide advance notice to Customer of such suspension where reasonably practicable.
4. **Liabilities.**
 - 4.1. **General**
 - a) Mimecast’s liability is unlimited to the extent such liability arises from Mimecast’s: (i) wilful misconduct; (ii) gross negligence; (iii) personal injury liability; or (iv) liability under the German Product Liability Act (Produkthaftungsgesetz), or a written assumption of a guarantee.

- b) Except for aforementioned Mimecast shall only be liable for damages caused by a breach of a “material contractual obligation”. Which shall be defined, as an obligation, that is essential for the agreed performance of the contract in the first place, the fulfilment of which the Customer can regularly rely on and which if breached may jeopardize the purpose of the contract being achieved.
- c) In the event of Liability subject to section 4.1 (b) such liability shall be limited damages as one may typically expect to occur within the scope of the individual contract, but shall in no event exceed an amount equal to the greater of: (i) €85,000 or (ii) two times the fees paid by Customer to Mimecast (or Reseller) for the applicable Services during the twelve months immediately preceding the event giving rise to the claim.

4.2 Statute of Limitations.

Employee Liability. With respect to Section 4.1 (a) the statutory provisions of limitation in accordance with German Law shall apply. In all other cases, claims for damages shall be subject to a limitation period twelve (12) months, commencing with the date, that the damage occurred, and the Customer becomes aware or should have become aware of its occurrence, but in no event later than three (3) years after the occurrence of the damage.

To the extent that Mimecast's liability is excluded or limited under the foregoing provisions, this shall also apply for the benefit of Mimecast's employees in the event of direct claims by the customer against them.