



Amendment to the Data Processing Terms

This Amendment to the Data Processing Terms (“**Amendment**”) is entered into by the customer (“**Customer**”) and the applicable Mimecast entity providing the Services (“**Mimecast**”) under a Services Order and/or services agreement which incorporates either data processing terms or a separate data processing agreement (collectively, the “**Agreement**”). This Amendment shall form a part of and is incorporated into the Agreement as described herein and shall be effective as of the date of the last signature below (the “**Effective Date**”).

HOW THIS AMENDMENT APPLIES:

If the Customer signing this Amendment is a party to the Agreement, this Amendment shall amend the terms of the Agreement solely with respect to the subject matter contained herein.

If the Customer entity signing this Amendment is neither a party to a Services Order nor the Agreement, this Amendment is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Agreement executes this Amendment.

The Mimecast entity that has entered into the Agreement will be deemed to be the Mimecast party entering into this Amendment. All signatures provided on behalf of other Mimecast entities do not apply and have no force and effect.

If there is any conflict or inconsistency between this Amendment and the Agreement, then this Amendment shall control.

The parties hereby agree as follows:

1. **Definitions.** The following definitions have the meanings set out below. All other capitalized terms used in this Amendment shall have the same meaning attributed to them in the Agreement.

“**EU Standard Contractual Clauses**” means the standard contractual clauses approved by the European Commission in the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as applicable, and available at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en.%20%20Module%20%20and%20Module%203 (referencing Module 2: Transfer Controller to Processor) and as may be amended or replaced by the European Commission from time-to-time.

“**Standard Contractual Clauses**” means the EU or UK government approved contract mechanism for the cross-border transfer of Personal Data to Third Countries.

“**UK Addendum**” shall mean the UK Addendum to the EU Commission Standard Contractual Clauses issued by the UK’s Information Commissioner’s Office as may be amended from time to time, currently found at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>.

2. **Amendment.**

2.1 The definition of Standard Contractual Clauses set forth in the Agreement shall be deleted in its entirety and replaced with the definitions of EU Standard Contractual Clauses and/or the UK Addendum, as applicable.

2.2 Where the Agreement incorporates Standard Contractual Clauses as a mechanism for the transfer of Personal Data from the European Economic Area, Switzerland, and/or UK (as applicable) by Customer to Mimecast in any Third Country, the parties agree that these shall be deleted and replaced in their entirety by the EU Standard Contractual Clauses and/or UK Addendum (as applicable), which are incorporated into the Agreement as follows:

- (i) Customer (on behalf of itself and, to the extent required under Applicable Law, in the name and on behalf of its Authorized Affiliates) is the Data Exporter and Mimecast is the Data Importer;

- (ii) Clause 7, the "Docking Clause (Optional)", shall be deemed incorporated (the foregoing shall apply with respect to Table 1 of the UK Addendum);
- (iii) In Clause 9, the parties choose Option 2, 'General Written Authorisation', with a time period of 20 days (the foregoing shall apply with respect to Table 2 of the UK Addendum);
- (iv) The optional wording in Clause 11 shall be deemed not incorporated (the foregoing shall apply with respect to Table 2 of the UK Addendum);
- (v) In Clause 13, the competent supervisory authority shall be as set forth in Annex 1C of Schedule 1.
- (vi) In Clause 17, the Data Exporter and Data Importer agree that the EU Standard Contractual Clauses shall be governed by the laws of Germany, as applicable, and choose Option 1 to this effect (Part 2, Section 15(m) of the UK Addendum shall apply);
- (vii) In Clause 18, the Data Exporter and Data Importer agree that any disputes shall be resolved by the courts of Munich, Germany, as applicable ((Part 2, Section 15(n) of the UK Addendum shall apply);
- (viii) Completed Annexes I, II and III of the EU Standard Contractual Clauses and Annexes 1B, II and III of Table 3 of the UK Addendum attached as Schedule 1; and
- (ix) Notwithstanding the fact that the Standard Contractual Clauses are incorporated herein by reference without the Standard Contractual Clauses actually being signed by the parties, each party agrees that the execution of this Amendment is deemed to constitute its execution of the Standard Contractual Clauses on behalf of the Data Exporter or Data Importer (as applicable), and that it is duly authorized to do so on behalf of, and to contractually bind, the Data Exporter or Data Importer (as applicable) accordingly.

2.3 The parties further agree that if any of the Standard Contractual Clauses are updated, replaced or are no longer available for any reason, the parties will cooperate in good faith to implement updated or replace the standard contractual clauses, as appropriate, or identify an alternative mechanism(s) for the contemplated cross-border transfers.

3. **Miscellaneous.**

3.1. This Agreement embodies the entire agreement between Customer and Mimecast with respect to the subject matter herein.

3.2. Except as expressly modified and amended herein, all remaining terms, provisions, requirements and obligations contained in the Agreement remain in full force and effect.

3.3. This Amendment shall be governed by, and construed in accordance with, the governing law and jurisdiction provisions set forth in the Agreement.

3.4. The Section "HOW THIS AMENDMENT APPLIES" specifies which Mimecast entity is party to this Amendment. Notwithstanding the signatures below of any other Mimecast entity, such other Mimecast entities are not a party to this Amendment or the Standard Contractual Clauses.

This Amendment may be executed in any number of counterparts, each of which is an original and all of which evidence the same agreement between the parties. For the avoidance of doubt, only the signature of the Mimecast entity that is providing the Services shall apply.

Customer

By: _____
Name: _____
Title: _____
Date: _____
Company Name: _____

Mimecast Services Ltd.

DocuSigned by:
Michael Paisley
0343CC7D5FC6483...
By: _____
Name: Michael Paisley
Title: Data Protection Officer
Date: _____ March 1, 2023 | 09:56 PST

Mimecast South Africa (Pty) Ltd.

DocuSigned by:
Michael Paisley
0343CC7D5FC6483...
By: _____
Name: Michael Paisley
Title: Data Protection Officer
Date: _____ March 1, 2023 | 09:56 PST

Mimecast Germany GmbH

DocuSigned by:
Michael Paisley
0343CC7D5FC6483...
By: _____
Name: Michael Paisley
Title: Data Protection Officer
Date: _____ March 1, 2023 | 09:56 PST

Mimecast North America Inc.

DocuSigned by:
Michael Paisley
0343CC7D5FC6483...
By: _____
Name: Michael Paisley
Title: Data Protection Officer
Date: _____ March 1, 2023 | 09:56 PST

Mimecast Australia Pty. Ltd.

DocuSigned by:
Michael Paisley
0343CC7D5FC6483...
By: _____
Name: Michael Paisley
Title: Data Protection Officer
Date: _____ March 1, 2023 | 09:56 PST

Mimecast Israel Ltd.

DocuSigned by:
Michael Paisley
0343CC7D5FC6483...
By: _____
Name: Michael Paisley
Title: Data Protection Officer
Date: _____ March 1, 2023 | 09:56 PST

Mimecast Canada Limited

DocuSigned by:
Michael Paisley
0343CC7D5FC6483...
By: _____
Name: Michael Paisley
Title: Data Protection Officer
Date: _____ March 1, 2023 | 09:56 PST

Mimecast Singapore Pte Ltd.

DocuSigned by:
Michael Paisley
0343CC7D5FC6483...
By: _____
Name: Michael Paisley
Title: Data Protection Officer
Date: _____ March 1, 2023 | 09:56 PST

Schedule 1 to the Amendment
Annexes 1-3 to the EU Standard Contractual Clauses

Annex I
Description of the Processing of Personal Data

A. LIST OF PARTIES

This Annex I forms part of the EU Standard Contractual Clauses

1. Data exporter(s):

Name: Customer identified on the Agreement.

Address: Customer's address as provided in the Agreement.

Contact Person's name, position and contact details: Customer's contact information as provided in the Agreement.

Activities relevant to the data transferred under EU Standard Contractual Clauses: For the purpose of the provision of Mimecast's Services to the Customer as provided in the Agreement.

Where applicable, as of the Effective Date of the Amendment, we also agree to be bound by the UK Addendum.

Signature and date:

Role (controller/processor): Controller

2. Data importer:

Name: Mimecast and/or its Affiliates providing support (identified [here](#))

Address: Registered addresses of Mimecast and/or its Affiliates providing support (identified [here](#)):

Contact Person's name, position and contact details: Michael Paisley, DPO, dpo@mimecast.com

Activities relevant to the data transferred under EU Standard Contractual Clauses: For the provision of Mimecast's Services to the Customer as provided in the Agreement.

Where applicable, as of the Effective Date of the Amendment we also agree to be bound by the UK Addendum.

Signature and date:

Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

The processing details implemented by the data importer can be found on Mimecast's Trust Center under: <https://www.mimecast.com/company/mimecast-trust-center/gdpr-center/processing-details/>

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority is the Bavarian Data Protection Authority.

Annex II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

This Annex II forms part of the EU Standard Contractual Clauses.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 3(d) and 4(c):

Unless otherwise set forth in the Agreement, the technical and organisational security measures implemented by the data importer can be found on Mimecast's Trust Center under:

<https://www.mimecast.com/company/mimecast-trust-center/gdpr-center/technical-organizational-measures/>

Annex III

LIST OF SUB-PROCESSORS

This Annex III forms part of the EU Standard Contractual Clauses.

The data exporter has authorised the use of the following sub-processors as set out on Mimecast's Trust Center under:

<https://www.mimecast.com/company/mimecast-trust-center/gdpr-center/sub-processors/>