

# 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, any data processing agreement), 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 THESE CYBERGRAPH TERMS 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 CYBERGRAPH TERMS. IF YOU DO NOT AGREE TO 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 the Trust Center at <https://www.mimecast.com/company/mimecast-trust-center/> (“**Trust Center**”) may differ for the Additional Services.

**2. Additional Customer Responsibilities and Restrictions.** Customer is responsible for (i) obtaining and maintaining any any third-party licenses and/or Equipment needed to connect to, access, or otherwise use the software and software services; (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. Customer will comply with its obligations under all laws applicable to it as an employer, the accountable organization, and/or data controller, including the responsibility for providing any requisite notices and obtaining any consents for such collection, processing, and transfer of Personal Data, including international transfers. It is not intended that Customer shall collect or process biometric data through the Additional Services nor make any employment-related decisions of its Permitted Users based solely on information obtained via the Additional Services. “**Equipment**” shall include without limitation, equipment and ancillary services including, but not limited to, modems, hardware, services, software operating systems, networking, web services. 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 Customer’s breach (or alleged breach) of this Section 2.

**3. DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND WITHOUT LIMITING MIMICAST’S EXPRESS OBLIGATIONS UNDER THESE CYBERGRAPH TERMS, MIMICAST HEREBY DISCLAIMS ALL GUARANTEES, CONDITIONS, WARRANTIES AND REPRESENTATIONS, IMPLIED, STATUTORY OR OTHERWISE CONCERNING THE ADDITIONAL SERVICES PROVIDED BY MIMICAST, INCLUDING BUT NOT LIMITED TO, THOSE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OF TITLE, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. 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. MIMICAST DOES NOT REPRESENT THAT THE ADDITIONAL SERVICES WILL ACHIEVE INTENDED RESULTS, BE UNINTERRUPTED OR ERROR FREE OR MEET CUSTOMER'S REQUIREMENTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT REPORTS, GRAPHS, ANALYSES OR SIMILAR INFORMATION WHICH MAY BE PROVIDED AS PART OF THE ADDITIONAL SERVICES (COLLECTIVELY, "INFORMATION"), ARE BASED ON INFORMATION KNOWN TO MIMICAST AT THE TIME AND PROVIDED FOR CUSTOMER'S INTERNAL BUSINESS PURPOSES ONLY. MIMICAST WILL USE REASONABLE EFFORTS TO PROVIDE ACCURATE AND UP-TO-DATE INFORMATION BUT MAKES NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED.

4. **Licenses.** Customer hereby grants to Mimecast all necessary rights and licenses to process Customer Data for the purposes of providing the Additional Services. Customer acknowledges and agrees that improving threat detection, analysis, awareness, and prevention is critical to the functionality of the Additional Services; accordingly, Customer further grants to Mimecast the necessary rights and licenses to collect and process limited data for the maintenance, improvement, and enhancement of the Additional Services. Further information regarding the details of such processing is found on the Trust Center and/or in any data processing agreement executed by the parties.

5. **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.

6. **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 Services howsoever such Services are provided, including without limitation where provided under a trial subscription, paid subscription, free of charge, early release, beta, pilot, or general acquisition.