Additional Terms for DMARC Analyzer and Brand Exploit Protect Services

The following terms and conditions are supplemental to the terms of the Managed Services Provider Agreement (the "**Agreement**"). Capitalised words shall have the definitions attributed in the Agreement.

- Partner warrants and agrees that for the provision of the Brand Exploit Protect Service ("**BEP Service**") and DMARC Analyzer Service ("**DMARC Analyzer"** and collective, with BEP Services as the "**Ancillary Services**") require Partner to enter into supplementary terms with each Customer seeking to use one or more of the Ancillary Services that are substantially similar to the then-current terms and conditions for the applicable Ancillary Service as set out at www.mimecast.com/contracts. The supplementary terms shall form part of the Customer Agreement.
- Partner acknowledges and agrees that the BEP Services are designed to protect Customer's domains (each, a "**Domain**") from use by a third-party to create and/or register an imposter website. The subscription fee for the BEP Services includes a limited, non-exclusive, non-transferable usage license to a script that Customer (or Partner on behalf of Customer) may add to each Domain for Customer's internal business purposes only during a Subscription Term (each, a "**Web Agent**"). Partner acknowledges and agrees that Mimecast shall have no responsibility related to deploying the Web Agent to Customer's website code. Customer and Partner's rights are limited to those specifically granted herein. Mimecast reserves all right, title, interest and ownership of the Web Agent, and neither Partner nor Customer shall gain any right, title, interest or ownership in the Web Agent as a result of the Agreement or the provision of the Services. Customer must, either directly or via Partner, identify each Domain to be protected in writing to Mimecast. Mimecast will monitor for replications of Customer's Domains, and, in the event of a discovered Domain replication, Mimecast will seek written confirmation from Partner that a discovered Domain is illegitimate and unauthorized by the Customer. With such written confirmation, Mimecast will report the imposter Domain to third party blocking sites and approach third-party registrars to request that the imposter Domain be disabled or blocked (each, a "**Takedown**"). Takedowns are treated as the Professional Services referenced in the Agreement and are limited to the number listed on the Services Order.
- Partner is solely responsible for all instructions and information provided to Mimecast on behalf of Customer (whether communicated by Partner or Customer) in relation to the Services including without limitation, Takedowns and Domain Blocks. Partner will enter into a Certificate of Representation for each Customer in the form of Appendix A.
- Partner warrants and represents that it has obtained all necessary consents to provide instructions and/or assurances that Customer has the right to each Domain and authority to issue instructions with regard to Takedowns. In addition to the indemnification obligations contained in the Agreement (and subject to the conditions of indemnification therein), Partner will defend, indemnify and hold harmless Mimecast, its officers, directors, employees and consultants against any third-party claim, suit, proceeding or regulatory action arising from any action undertaken by Mimecast against any third-party at Partner or Customer's direction in pursuit of the activities relating to the BEP Services, including but not limited to Takedowns and Domain Blocks.
- Partner is responsible for ensuring that Customer adds all Customer owned domains to DMARC Analyzer and publishes a DMARC record into the DNS for each such domain. Partner must ensure that Customer issues DNS updates as reasonably required by Mimecast. If Mimecast is prevented from or delayed in the performance of its obligations by any act or omission of Partner or Customer that is outside of Mimecast's reasonable control, Mimecast shall not be deemed in breach of its obligations, but only to the extent that the basis for Mimecast's breach arises directly or indirectly from such prevention or delay.
- Partner acknowledges and agrees that (i) the Services may be hosted on a platform located in an area which is different to the Hosting Jurisdiction in respect of other services provided by Mimecast; (ii) the attestations and assessments listed on the Mimecast Trust Center may differ for the DMARC Analyzer and/or Brand Exploit Protect Services; and (iii) the Services do not qualify as legal or expert advice.
- If Customer has subscribed to the trial version of the BEP Services for a one-month Proof of Concept, then the BEP Services shall not be eligible for renewal following expiration of the Proof of Concept (notwithstanding any provision to the contrary in the Agreement). Should Customer wish to continue use of the BEP Services following expiration of the Proof of Concept, a full subscription to the BEP Services will be required. No additional Takedowns may be purchased during the Proof of Concept Period and the single included Takedown shall expire at the end of the Proof of Concept. "**Proof of Concept Period**" means a one-Takedown/ one-month Subscription Term or any other Subscription Term which is less than 12 months and described in the Services Order as a trial.

Certificate of Representation

AUTHORITY

("**Partner**"), a corporation organized and existing under the laws of [INSERT APPLICABLE JURISDICTION], hereby appoints Mimecast Services Ltd and its affiliated companies, or any of them acting singly ("**Mimecast**") on behalf of [INSERT APPLICABLE CUSTOMER NAME] ("**End Customer**") to carry out only the actions listed below:

- Represent End Customer's interests as required to deliver the Brand Exploit Protect services in accordance with the Managed Services Provider Agreement, as amended by the Additional Terms for DMARC and Brand Exploit Protect Services located at https://www.mimecast.com/contracts/ that is in place between Partner and Mimecast ("**Partner Agreement**"). The following primary domains are under End Customer's ownership and control, and are covered by the Partner Agreement:

  o   [INSERT DOMAIN]
  o   [INSERT DOMAIN]
  o   [INSERT DOMAIN]
  o   [INSERT DOMAIN]
  o   [INSERT DOMAIN]

For the avoidance of doubt, this Certificate does not authorize Mimecast to enter into legal transactions with third parties or to enter into binding agreements on Partner's or End Customer's behalf. Mimecast's authority hereunder is solely as listed above.

CONTACT PERSON

Partner's   main   contact person as   regards this   Certificate   is: [ENTER PRIMARY CONTACT NAME], [TITLE], [PHONE NUMBER], [EMAIL ADDRESS]

Partner is responsible for informing Mimecast of any change to this information.

AUTHORIZATION

By signing below, Partner's signatory represents that they are fully authorized by End Customer to grant Mimecast the authority described herein.

_____
Signed

_____
Printed Name

_____
Title

_____
Date Signed