

Mimecast Aware Service Level Agreement

Effective: July 2025

This Service Level Agreement (“SLA”) applies whenever it is incorporated by reference into the Master Services Agreement (“Agreement”) between you and Mimecast for the Aware Services. Capitalized terms used but not defined in this SLA have the meanings given to them in the Agreement.

1. SERVICE COMMITMENT

Mimecast will provide Aware Search & Discover, Aware Signal, Aware Spotlight, and Aware Data Management Services with at least 99.9% Availability during each calendar month. If the Aware Services do not meet this commitment, you are eligible to receive a Service Credit as described below.

2. DEFINITIONS

2.1 “Availability” means you are able to access the Aware web console.

2.2 “Search & Discover”, “Signal”, “Spotlight” and “Data Management” mean the Mimecast Aware cloud-based Services.

2.3 “Service Credit” means a monetary credit, calculated as described below, that Mimecast credits back to an eligible Mimecast account.

2.4 “Monthly Uptime Percentage” means for any calendar month a percentage calculated as follows: total minutes of Availability divided by the total minutes in the month, less scheduled maintenance, and multiplied by 100.

3. SERVICE CREDITS

Service Credits are a percentage of the fee paid to Mimecast for the Search & Discover, Signal, Spotlight, and/or Data Management Services during the calendar month in which the applicable Aware Service did not meet the Availability commitment. If you paid an annual fee or purchased the Aware Service as part of a suite or bundle of products, Mimecast will calculate Service Credits based on the pro rata portion of the total fee attributable to the Aware Service for the applicable month. Service Credit percentages are as follows:

Monthly Uptime Percentage	Service Credit Percentage
Equal to or greater than 99.0% but less than 99.9%	5%

Less than 99.0%	10%
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Mimecast will apply Service Credits against your next payment to Mimecast for the applicable Aware Service. If your subscription expires without renewal, Mimecast will promptly issue you a refund for any outstanding Service Credits. Service Credits will not entitle you to any other refund or payment from Mimecast and may not be transferred or applied to any other account. Service Credits are your sole and exclusive remedy for any unavailability, non-performance, or other failure by Mimecast to provide Aware Search & Discover, Aware Signal, Aware Spotlight or Aware Data Management.

4. CREDIT REQUEST AND PAYMENT PROCEDURES

You must request a Service Credit by submitting a support ticket with the subject “Service Credit Request,” and must include details reasonably necessary to support your claim. You must submit your Service Credit request by the end of the second calendar month following that in which Mimecast failed to meet the Availability commitment. For example, if an incident occurred on January 1st, you must notify Mimecast by March 31st.

Mimecast will evaluate your claim using all reasonably available information and make a good faith determination of whether the applicable Mimecast Aware Service met its Availability commitment. If Mimecast determines that it did not meet its Availability commitment, then Mimecast will issue the Service Credit during the month following that in which Mimecast confirmed your request. For example, if Mimecast confirms on March 15th that it did not meet its Availability commitment, Mimecast will issue you a Service Credit by April 30th.

5. SERVICE CREDIT EXCLUSIONS

The Availability commitment does not apply to any unavailability of Aware Services that results from: (1) your failure to operate the Aware Service in accordance with the Documentation; (2) Mimecast’s scheduled maintenance; (3) factors outside of Mimecast’s reasonable control, including any force majeure event or Internet outages; (4) equipment, software, services or other technology not controlled by Mimecast; or (5) Mimecast’s termination or suspension of your Aware Service subscription in accordance with the terms of the Agreement.