

MIMECAST SERVICES SCHEDULE

1. DEFINITIONS

- 1.1. For the purposes of this Services Schedule, the following definitions shall operate in addition to and supplementary to those contained in the MSA, and ought to be read as if specifically incorporated therein:
 - 1.1.1. "**Acceptance Letter**" means an acceptance letter from Mimecast, and which is signed by the Client as a condition precedent to the Services being rendered, and which records the Client's acceptance of any Mimecast terms and conditions;
 - 1.1.2. "**Mimecast**" means the entity which provides the services being resold herein as the Services;
 - 1.1.3. "**MSA**" means the Master Services Agreement which is entered into by and between the Parties simultaneously herewith;
 - 1.1.4. "**Proposal**" means the proposal to which this Services Schedule is annexed or to which the Proposal otherwise makes reference to, and which sets out, among other things, the exact nature of the Services required to be rendered, coupled with the cost in respect thereof;
 - 1.1.5. "**Services**" means the Mimecast services being resold herein, as set out more fully in clause 5 below; and
 - 1.1.6. "**Services Schedule**" means this document, which may be one of a series of Services Schedules, which is annexed to the Proposal, and which shall also be deemed to include the Acceptance Letter.

- 1.2. In addition to the foregoing, terms which are capitalised herein, but which have not been defined in clause 1.1 above, shall bear the same meaning as in the MSA.
- 1.3. Capitalised terms defined herein, but which also appear in the MSA, shall bear the meaning as defined herein.

2. INTRODUCTION

- 2.1. This Services Schedule is to be read with, and is subject to, the provisions of the MSA, and the Proposal to which this Services Schedule is annexed. The Services Schedule is designed to define the Services to be rendered to the Client by the Service Provider.
- 2.2. This Services Schedule is the basis on which the Service Provider will perform the Services to the Client.
- 2.3. This Services Schedule may be coupled with any number of Service Schedules as required for all Services to be rendered to the Client.

3. NATURE OF THE SERVICE

- 3.1. The Services comprise the provision of email scanning, security and email archiving as performed through Mimecast, and which is designed to be inline and in front of the Client's email platform, such as, an onsite mail server, Google mail or Office 365.

4. MIMICAST SPECIFICATIONS

- 4.1. In order that the Services may be provided in an effective manner, the Client shall be required to ensure that the email platform has been configured in a manner compatible with Mimecast specifications, and as provided by the Service Provider to the Client.

- 4.2. In the event that a Client makes use of only the Services as set out in this Services Schedule it shall be the Client's responsibility to ensure that the Mimecast specifications are correctly installed.
- 4.3. Should the Client make use of the Managed Support Services as provided by the Service Provider and in respect of such additional Services Schedule, then and in that event the Service Provider shall ensure that all such Mimecast specifications are installed correctly.

5. SERVICES

- 5.1. The Services as provided in terms of this Services Schedule shall comprise:
 - 5.1.1. 100% (one hundred percent) protection from viruses transmitted through an incoming email;
 - 5.1.2. 99% (ninety nine) protection in the filtering of spam email; and
 - 5.1.3. archiving services in respect of emails, should the Client elect, as per the Proposal, to sign up for the appropriate archiving solution.

6. CLIENT'S RESPONSIBILITIES

- 6.1. It shall be incumbent on the Client to ensure in order for the effectiveness of the Services as set out above to be upheld that:
 - 6.1.1. insofar as the archiving services are concerned, that their email platform is sending such emails that are required to be archived to Mimecast. Neither Mimecast nor the Service Provider shall be liable for the ineffectiveness of the archiving service should this not be adhered to by the Client;

- 6.1.2. it has the correct and appropriate filters in place with regards to emails and more specifically the blacklisting and whitelisting of same. Neither Mimecast nor the Service Provider shall be liable for emails being allocated to the incorrect folders as a result of a Client's error in applying the filters;
- 6.1.3. it has an end point antivirus system and/or firewall in operation as the Services do not provide for the scanning of password protected or encrypted documents that may be attached to an email, alternatively emails that may be introduced by a means other than direct email transmission; and
- 6.1.4. the mail system on which the Services are to be performed is not configured as an open-relay system.

7. INDEMNITY

- 7.1. The Client acknowledges that the Services are being resold, and are made available by Mimecast. As such, the Client hereby indemnifies and agrees to hold the Service Provider harmless in respect of any losses, damages or otherwise incurred, howsoever arising, suffered by the Client as a result of the use of the Services.
- 7.2. Apart from what has been set out herein, the Service Provider does not make any representations nor gives any warranties or guarantees of any nature whatsoever in respect of the Services and all warranties which are implied or residual at common law are hereby expressly excluded.

8. TERMINATION OF SERVICES

- 8.1. Should the Client lawfully terminate the Services, and in doing so wish to extract any data which is archived by Mimecast, such extraction will entail an additional cost, which cost shall be quoted for at the time of the intended extraction.