

IS Ignite TERMS AND CONDITIONS - MIMECAST

PLEASE NOTE: These product or service specific terms and conditions must always be read together with our General Terms and Conditions, which will always apply to your use of this product or service.

1. Definitions

1.1. Unless the context indicates otherwise, the words and expressions set out below shall bear the following meanings and cognate expressions shall bear corresponding meanings:

1.1.1. "Agreement" means this Services Agreement, the Appendices, the Technical Support Services Description and the Service Description, as amended by the parties from time to time, which together shall constitute the basis of the agreement between IS Ignite and the Client.

1.1.2. "Application" means the software and other material provided by IS Ignite which may include third party open source software, used to access, configure and provide the Services.

1.1.3. "Effective Date" means the earlier of the date specified herein or when IS Ignite first enables the Services, whichever is the earlier.

1.1.4. "Data" means the data needed by IS Ignite in order to configure the Application and the data provided by Client to IS Ignite in the course of providing the Services including all data processed during the Service operations.

1.1.5. "Data Files" refers to a collection of machine readable files, of any type, within the Client's corporate network or from other internet files storage systems.

1.1.6. "Fees" means the fees payable by Client pursuant to this Agreement.

1.1.7 "A1 Email Archiving is a solution provided by IS Ignite for archiving Data Files into the Services.

1.1.8. "Permitted Users" means the number of paid for users as specified in the contract, defined as individual people possessing one or more email addresses under the Client's domain names and employed by or under the Client's control.

1.1.9. "Service Description" means the current specifications of the Services available to Client.

1.1.10. "Services" means the SaaS-based, unified, enterprise email management service for A1 Email Archiving, C1 Email Continuity, D1 Compliance Security and S1 Targeted Threat Security (URLP, IP and AP) provided by IS Ignite by means of infrastructure including application software, networks, computing and storage. The Service or Services, and Applications subscribed to by Client are specified in the contract and provided by IS Ignite in consideration for the Service Fees paid and in accordance with this Agreement.

1.1.11. "Service Fees" means the fees due from Client to IS Ignite for the Services.

1.1.12. "Set-up and Connect" is the process of defining the system user settings and policies for the Service. The fees related to this process are identified as "Set-up Fees" and detailed in the contract provided by IS Ignite.

1.1.13. "Technical Support Fees" means the fees due from Client to IS Ignite for telephone and online support.

1.1.14. "Technical Support Services" means the current specifications of the Technical Support Services available to Client.

1.1.15. "Usage Allowance" means the email and/or byte count allowance of the Client's Permitted Users as specified in the contract provided by IS Ignite

2. Services

2.1. IS Ignite hereby agrees, subject to and during the term of this Agreement:

2.1.1. to provide the Services to Permitted Users in accordance with the Agreement (including the Technical Support Services Description, the Service Description and Usage Allowance);

2.1.2. to grant or procure a right for the Permitted Users to access and use the Application as a part of the Services only;

2.1.3. to provide the ongoing maintenance, upgrades and enhancements to the Services that are provided free of charge to all Service users;

2.1.4. to use all commercially reasonable efforts to prevent unauthorised access to, or use of, the Services, and notify Client promptly of any such unauthorised use which may affect Client and;

2.1.5. to comply with all applicable laws and regulations for providing the Services.

2.2. Client agrees:

2.2.1. Client and Permitted Users will be bound by and comply with this Agreement;

2.2.2. to use the Services solely for its own internal business purposes and for processing its Data;

2.2.3. it shall not abuse the Service by sending unsolicited emails, SPAM or inappropriate material, or license, sublicense, sell, resell, rent, lease, transfer, distribute, time share or otherwise commercially exploit or make the Services available to any third party;

a. that it is solely responsible for all activities of its Permitted Users and for the accuracy, integrity, legality, reliability and appropriateness of all Data;

b. to use all commercially reasonable efforts to prevent unauthorised access to, or use of, the Services, and notify IS Ignite promptly of any such unauthorised use;

c. to comply with all applicable laws and regulations in using the Services, wherever such use occurs, and not use, or require IS Ignite to use, any Data obtained via the Services for any unlawful purpose.

3. Service Provision

3.2. IS Ignite will be responsible for the Set-up and Connect of the Service. Client will be responsible for checking the Setup and Connect to ensure it meets its requirements. Client is responsible for the timely delivery of any Data required by IS Ignite to configure the Service and the networks and computer systems to enable Permitted Users to access the Services.

3.3. If Client has requested A1 Email Archiving, it will be activated during the Set-Up and Connect process. Unless otherwise notified by IS Ignite, Client is responsible for the configuration of the scheduling of the retrieval process of the relevant Data Files and validation of the ingestion of the

Data Files into the Service. Once Data Files have been successfully ingested into the Service they will be considered as Data under the Agreement.

3.4. Client is allocated a monthly acceptable use of the lesser of:

3.4.1. 1000 external emails times the number of Permitted Users. For example: 200 Permitted Users could yield up to 200,000 external emails per month; or

3.4.2. 500MB of transmitted data times the number of Permitted Users. For example: 200 Permitted Users could yield up to 100GB of transmitted data.

3.5. Client subscribing to a product including journaling is allocated an additional monthly acceptable use allowance of the lesser of:

3.5.1. 1000 internal emails times the number of Permitted Users; or

3.5.2. 500MB of transmitted data times the number of Permitted User.

3.6. Clients subscribing for A1 Email Archiving will be allocated an additional monthly acceptable usage allowance of 1GB of Data Files multiplied by the number of Permitted Users subscribing for A1 Email Archiving (aggregated over the whole Client base). This usage allowance may only be used for storing Data Files and is not transferable to other Services.

– MIMECAST- GENERAL SERVICE TERMS

4. Fees and Charges

4.1. Client shall pay the fees specified in the contract for each Service with effect from the Effective Date.

4.2. Client shall notify IS Ignite if at any time the number of Users exceeds the Registered Usage and IS Ignite will increase the Registered Usage accordingly. Additionally, IS Ignite will monitor Client's actual usage of the Service and if the actual number of Users exceeds the Registered Usage, IS Ignite will increase the Registered Usage accordingly. IS Ignite will at its sole option raise additional invoices and/or make adjustments to subsequent invoices to cover charges for the increase in Registered Usage on a pro-rata basis for the remaining part of the current invoicing period.

4.3. No reduction in Registered Usage may occur during a Term.

4.4. Unless Client notifies IS Ignite of a reduction in Registered Usage at least ninety (90) days prior to the expiry of the then current Term, the then current Registered Usage shall apply to any subsequent Term.

4.5. reserves the right having given Client reasonable prior written notice to temporarily suspend Service to Client in the case of late or non-payment of IS Ignite ' invoices.

4.6. IS Ignite shall be entitled to alter the costs for this service due to exchange rate fluctuations from time to time.

4.7. All monthly fees are subject to an annual escalation fee equivalent to the CPIX applicable at that time.

4.8. Client shall not be entitled by reason of any set-off, counter-claim, abatement or other similar deduction to withhold payment of any amount due to IS Ignite .

5. Duration and Effective Date

5.1. The Effective Date of this Schedule is the date when the Service/s first commence. Should the Effective Date occur after the date of signature of the Agreement, nothing herein contained shall be construed so as to give either party the right to cancel or rescind the Agreement before the Effective Date.

5.2. If at any time during the currency of the Agreement, the Client upgrades any related service, then the Effective Date of the Service as upgraded, shall be the date when the upgraded Service first commences.

5.3. The provision of the Service shall endure for the Initial Period specified in the contract, commencing on and with effect from the Effective Date.

5.4. Either party hereto shall be entitled to terminate the Services by way of 90 (ninety) days prior written notice of termination to be effective at the end of the Initial Period. Failing such notice of termination, the duration of the Service shall thereafter automatically renew for successive periods of 12 (twelve) months each on the terms and conditions set out in this Schedule, subject to 90 (ninety) days prior written notice of termination effective at the end of the then-current 12 (twelve) month period, and subject to an escalation in fees per the IS Ignite Standard Terms and Conditions.

6. Client's Obligations

6.1. Client will provide IS Ignite with all technical data and all other information IS Ignite may reasonably request from time to time to allow IS Ignite to supply the Service to Client. All information Client supplies will be complete, accurate and given in good faith. Such information will be treated as Confidential Information under the terms of this Agreement.

6.2. Client shall not allow its systems to: (i) act as an Open Relay or Open Proxy; (ii) send or receive Volume (bulk) Mail instigated by; or (iii) send Spam. IS Ignite reserves the right at any time to test Client's compliance with this Clause.

6.3. Client recognises that information sent to and from Client will pass through the Service and accordingly Client agrees to use the Service for legitimate and lawful business purposes only.

6.4. All Client data stored or archived by the Service provided by IS Ignite or its third party vendors is the sole property of Client ("Client Data"), and nothing herein conveys to IS Ignite or its vendors any legal or equitable right, title, or interest into Client Data.

6.5. Client Data shall be archived during the Initial Period of the Service/s. Before the end of the Initial Period or upon termination of the Service/s, Client shall make a written election for IS Ignite to: (i) delete Client Data at no charge (unless prohibited by law or court order); or (ii) provide an offline copy in PST format via hard disk media at IS Ignite's then current rates. In the event Client fails to provide written instruction to IS Ignite as provided in the preceding sentence within 90 (ninety) days from date of termination, IS Ignite shall delete Client Data (unless prohibited by law or court order).

7. Marketing

7.1. Client agrees that IS Ignite may use Client's company name, logo and testimonial (if such testimonial is provided) in IS Ignite's promotional material and communications including, but not limited to: proposals; presentations; website; and corporate brochure.

7.2. Client agrees that IS Ignite may use Client as a reference client for potential clients.

8. Liability

8.1. IS Ignite does not accept any liability under or in relation to this Agreement or its subject matter (whether such liability arises due to an indemnity, tort, negligence, breach of contract, misrepresentation or for any other reason) for any loss of profits, loss of sales or turnover, loss of or

damage to reputation, loss of contracts, loss of Clients, loss of, or loss of use of, any software or data, loss of use of any computer or other equipment or plant, wasted management or other staff time, losses or liabilities under or in relation to any other contract, indirect loss or damage, consequential loss or damage, loss(es) directly or indirectly due to network access by third parties; or special loss or damage. For the purposes of this Clause 6.1 the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.