

SERVICE LEVELS

Services

The following forms part of the Mimecast Service Agreement (the “Agreement”) and is a description of the services provided. Mimecast has developed the Application and computing and storage infrastructure required to deliver its comprehensive unified email management services.

The Service, or parts thereof, incorporates real-time email continuity services, long term email retention with scalable search performance, compliance, discovery and information management tools, comprehensive email security and policy controls, sophisticated online MTA and intra-organization routing functions. Mimecast also provides advanced business and email marketing tools.

Mimecast security features remove spam and viruses from your email before it reaches your network. Security features include: spam filtering; virus protection; management and control console; content control; large attachment handling; email branding and disclaimers; and data leak prevention.

Mimecast email continuity services provide, in the event of a customer internal email server failure, outage or disaster, failsafe webmail access to email, or for Microsoft Outlook users and if part of the chosen product, seamless continuity directly within Outlook.

Mimecast archiving service stores incoming and outgoing email in a secure, redundant, multi-site data store. The entire archive is searchable resulting in fast and efficient retrieval of email. Archiving features include email archiving; retention policy control; secure storage; search and retrieval; auditable & tamper proof logs for compliance.

Service Levels and Conditions of Service

The following forms part of the Mimecast Service Agreement (the “Agreement”) and sets out the service levels parameters of the components of the Service, the service credit mechanism in place should any of the service levels not be achieved and the Technical Conditions of Service.

1. Definitions

The following new definitions are hereby added to the Agreement, other defined terms are used in accordance with the Agreement:

“Service Credit Request” shall mean the notice which the Customer must submit to Mimecast by email to support@mimecast.com, as detailed below.

“False Negative” means a spam email which is not identified as spam by the Service.

“False Positive” means a legitimate e-mail incorrectly classified as spam by the Service.

“Latency” means the time between the completed inbound receipt of an email message by Mimecast and the first outbound delivery attempt made, as measured by the Service.

“Monthly Service Fee” means 1/12 of the then current annual Service Fee, or the Service Fee paid for the applicable month, as appropriate.

“Service Availability” is defined as SMTP messages delivered to and from the host servers.

“Service Level” means the performance parameters of the various elements of the Service.

2. Service Availability

If, in any calendar month, Service Availability to a specific Customer is calculated to be below one hundred percent, the Customer will be entitled to a service credit, in accordance with the table below, of the specific Customer Service Fees paid to Mimecast, for the month in which the non-availability occurs.

Service Availability in a given calendar month	Service Credit of Monthly Service Fee
Less than 100% but more than 99%	10%
Less than 99% but more than 98%	20%
Less than 98% but more than 97%	30%
Less than 97% but more than 96%	40%
Less than 96%	50% and termination of the Agreement at Customer discretion*

* Customer may terminate the Agreement and will receive a pro-rata refund of any unused Service Fees and Technical Support Fees paid in advance.

3. Latency

Mimecast will endeavour to perform the Services such that the average processing time for an email messages in any given 3 month period will be no higher than 120 seconds. Should these targets not be met in any calendar month, the Customer shall be entitled to a service credit of 20% of the Service Fee for that month.

4. Spam Protection**

If in any calendar month the False Positive capture rate rises above 0.0001% of all Customers' email traffic and SMTP connection attempts, the Customer may be entitled to a service credit as indicated below:

False Positive Capture rate in the Calendar Month	Service Credit of Monthly Service Fee
Greater than .0001% but less than .001%	10%
Greater than .001% but less than .01%	20%
Greater than .01% but less than .1%	30%
Greater than .1%	40%

Emails which do not constitute legitimate business email; emails sent from a compromised machine; emails which are sent from a machine which is on a third party block list or where the senders mail server does not fully comply with the SMTP delivery standards as defined in RFC 2821 & 2822 shall not constitute False Positives.

If in any calendar month the False Negative rate rises above 2% of all the Customer's email traffic and SMTP connection attempts for the number of consecutive days outlined below, the Customer may be entitled to a service credit as follows:

Number of consecutive days in which the False Negative rate rises above 2%	Service Credit of Monthly Service Fee
2	10%
4	20%
6	30%
10+	40%

In order to be eligible for a service credit under this Clause 4, the Customer must send suspected False Negative and False Positive Emails to spam@mimecast.org within 5 days of receipt which will then be confirmed by Mimecast. At the end of the calendar month if the Customer believes that the number of confirmed False Negatives or False Positives entitles it to a Service Credit in accordance with the table above, the Customer must send a Service Credit Request to Mimecast.

5. Anti-Virus Service**

Upon confirmation by Mimecast that Customer's systems have been infected by one or more harmful viruses in any calendar month through the Service, the Customer will be entitled to a service credit from Mimecast equal to 50% of the Monthly Service Fee at that time. For the avoidance of doubt, this shall not apply in cases of self-infection by the Customer.

6. Credit Request Process and Service Credits

If the Customer believes it is entitled to a Service Credit, the Customer must submit a Credit Request within 14 days of the end of the calendar month. Credit Requests shall include the name of the Customer and details and dates of the relevant Service anomalies. Subject to verification by Mimecast, Mimecast will agree the appropriate Service Credit and notify the Customer accordingly.

7. Service Level Conditions

Service Levels will not apply to Data sent in the following circumstances:

- During any trial periods, periods of planned maintenance, periods of non-availability due to a force majeure event, or periods of suspension of Service by Mimecast in accordance with the Service Agreement.
- Customer is not using a best practice implementation policy including any or all of the following:
 - implementation of full recipient validation;

- termination of all previous or alternate MX configurations and refusal by old MX hosts to accept emails for the domains;
 - no dangerous file types being allowed to transit;
 - blocking or holding of encrypted zip files or email components;
 - no manual exclusions in place for black, white, or grey lists; and
 - firewalls must be closed down to accept email only from the Mimecast datacenters.
- To emails containing unscannable attachments (i.e., encrypted or password protected attachments),
 - The implementation by the Customer of excessively complex full text content policies.
 - To emails sent by the Customer to large external distribution lists, which may be subject to serialized delivery,
 - A denial of service attack from a third party or Customer causes a denial of service attack to occur upon themselves (or anything similar thereto).
 - Customer or third party inability to access the primary or backup MX hosts servers due to a failing in the Internet.

The maximum accumulative liability of Mimecast in any calendar month shall be no more than a Service Credit of 100% of the Monthly Service Fee paid by the Customer for the Customer for the deficient Service, notwithstanding anything stated in the Agreement.

8. Technical Conditions of Service

The following sets out the general technical conditions that apply to the provision of the Service to Customer by Mimecast (“Technical Conditions of Service”):

“Open Relay” means an email server configured to receive email from an unknown or unauthorized third party and forward the email to one or more recipients who are not users of that email system. Mimecast reserves the right at any time during the supply of the Services to test whether the Customer’s email systems function as an Open Relay. If at any time the Customer’s email systems are found to function as an Open Relay, then Mimecast reserves the right to suspend all or part of the Services immediately until the problem has been resolved.

If at any time continued provision of the Services would compromise the security of the Services due, without limitation, to hacking attempts, denial of service attacks, mail bombs or other malicious activities either directed at or originating from the Customer’s domains or systems, Mimecast may temporarily suspend the Services. In such an event, Mimecast will promptly inform Customer and will work with Customer to resolve such issues and re-instate the Services.

Unless otherwise agreed, upon termination of the Services for any reason whatsoever, Mimecast shall have no further obligation to make the Services available, without limitation, may reverse any configurations made to its systems and/or any DNS/name servers under its control that were implemented in order to provide the Services. It shall be Customer’s responsibility to ensure that the requisite changes are made to any DNS/name servers not under Mimecast’s control and to inform its ISP of the need to reroute inbound email.

All configuration information and policy settings are visible to system administrators via the account administration system and should any changes need to be made, these can be made either directly by Customer or by Mimecast on Customer’s behalf following a request from an authorised representative of Customer.

*** These service levels do not apply to continuity or archive only or any other product excluding security functionality.*