



Awareness Training Terms and Conditions

These Terms are an addendum to and form part of the Agreement in regard to the Mimecast AT1 Mime|OS services ("**Awareness Training**"). By use or by ordering a subscription for Awareness Training, Customer expressly agrees that Awareness Training is subject both to the services agreement which is in place between the parties or which will be enacted concurrently with these Terms (the "**Agreement**") as well as these Terms. Any capitalized terms not otherwise defined herein have the same meanings as those noted in the Agreement. If there is any conflict between these Terms and the Agreement, then these Terms shall take precedence.

1. The Awareness Training includes Material. "**Material**" includes collateral such as training materials, video training modules, user surveys, and user assessments made available to Customer by Mimecast hereunder. Mimecast and its third-party licensors will retain all ownership interest in and to the Material.
2. If Customer uses Awareness Training to upload Customer's own written, photographic, and/or videographic collateral ("**Collateral**") to Mimecast's platform, then Customer agrees that such Collateral: (i) will not infringe on the intellectual property rights or any rights related to publicity or the privacy of any third party; (ii) will not be defamatory, libelous, threatening or harassing in nature; and (iii) will not be in violation of applicable law (including those laws relating to obscenity or pornography). The requirements of this Section 2 are supplemental to, and not in replacement of, any other restrictions contained in these Terms or the Agreement.
3. Customer will defend, indemnify, and hold Mimecast harmless from any third party claim relating to Customer's breach of Section 2 herein. Mimecast will provide prompt written notice of the applicable claim to Customer and cooperate in Customer's defense, as reasonably requested by Customer and at Customer's expense. Customer will not settle any such third party claim in a manner which requires Mimecast to admit fault or pay any monetary amounts of any type without Mimecast's express prior permission. Customer acknowledges and agrees that any liability caps included in the Agreement do not apply to Customer's obligations under this Section 3.
4. Each party's rights and obligations under the Intellectual Property Indemnification clause in the Agreement shall extend to the Material. However, Mimecast's indemnification obligations under the Agreement shall not apply where the claim results from the combination of the Material with content or information supplied by Customer. Any Restrictions specified in the services agreement apply to the Awareness Training.
5. CUSTOMER ACKNOWLEDGES AND AGREES THAT NONE OF THE MATERIAL, THE SERVICES OR PROFESSIONAL SERVICES QUALIFY AS LEGAL OR EXPERT ADVICE. CUSTOMER SHOULD CONSIDER WHETHER THE MATERIAL, THE SERVICES AND/OR PROFESSIONAL SERVICES ARE APPROPRIATE FOR CUSTOMER'S NEEDS AND WHERE APPROPRIATE, SEEK LEGAL OR EXPERT ADVICE.
6. If Mimecast is prevented from or delayed in the performance of its obligations by any act or omission of 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.