

HOW THESE TERMS APPLY:

These DMARC Analyzer Terms and Conditions (the “**Terms**”) govern Customer’s use of Mimecast’s DMARC Analyzer module and are an addendum to and form part of the Agreement (defined below). By ordering a subscription for DMARC Analyzer via a Services Order, Customer expressly agrees that its use of DMARC Analyzer is subject both to these Terms and the services agreement which is in place between the parties or which will be executed concurrently with these Terms (the “**Agreement**”). 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.

For clarity, these Terms do not apply to orders placed via Mimecast’s website.

1. Provision of Services.

Notwithstanding Section 1 of the Agreement DMARC Analyzer is (i) hosted on a platform that is located in Ireland and/or (ii) processes Customer Data, including personal data, through a data center that is located in Ireland. Customer acknowledges that the certifications, attestations and assessments listed on Mimecast’s Trust Centre may differ by platform. Further, DMARC Analyzer is priced according to the number of Customer domains subjected to the service. The number of relevant domains will be identified on the applicable Services Order.

2. Responsibilities of the Parties. Customer is responsible for adding all owned domains to DMARC Analyzer and for publishing a DMARC record into the DNS for each such domain. Further, Customer must issue DNS updates as reasonably required by Mimecast. 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.

3. Disclaimer. WITHOUT LIMITING MIMECAST’S EXPRESS OBLIGATIONS UNDER THIS AGREEMENT, MIMECAST HEREBY DISCLAIMS ALL GUARANTEES, CONDITIONS, WARRANTIES AND REPRESENTATIONS, IMPLIED, STATUTORY OR OTHERWISE CONCERNING ANY SERVICES, SOFTWARE, DOCUMENTATION OR MATERIALS PROVIDED BY MIMECAST, INCLUDING BUT NOT LIMITED TO, THOSE IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICES DO NOT QUALIFY AS LEGAL OR EXPERT ADVICE. CUSTOMER SHOULD CONSIDER WHETHER THE SERVICES ARE APPROPRIATE FOR CUSTOMER’S NEEDS, AND WHERE APPROPRIATE, SEEK LEGAL OR EXPERT ADVICE. MIMECAST DOES NOT REPRESENT THAT THE SERVICES OR THE PROFESSIONAL SERVICES WILL ACHIEVE INTENDED RESULTS, BE UNINTERRUPTED OR ERROR FREE OR MEET CUSTOMER’S REQUIREMENTS.

4. Liability Cap. Mimecast’s maximum liability for any and all causes of action arising out of or relating to DMARC Analyzer, whether in contract, tort, extra-contractual liability, statute or otherwise, will be limited to an amount equal to the fees paid or payable by Customer to Mimecast for DMARC Analyzer during the twelve months preceding the incident giving rise to the claim; provided that the foregoing cap will not apply to: (i) the indemnification obligations set forth in the Agreement (ii) or any other liability which may not lawfully be excluded or limited.