This Service Schedule should be read in conjunction with the General Terms and Conditions (a copy of which can be found at https://www.bluesource.co.uk/privacy-and-governance/) and the appropriate Work Order.

Mimecast services ordered as a Subscription shall be provided by Mimecast as a sub-processor in accordance with Mimecast SLAs and Documentation.

1. **Service Overview**

    As a managed service provider ("**MSP**") for Mimecast, bluesource provides the Customer with procurement of Mimecast's services, connects the Customer to the Services, checks the initial configuration of the Services to ensure it meets the Customer's requirements, provides Level 1 and Level 2 support (as defined in the Mimecast SLAs) and where necessary, passes Level 3 support and escalations to Mimecast on behalf of the Customer.

    Each order from the Customer for Mimecast services shall be deemed to be an offer by the Customer to purchase the relevant Subscription and for bluesource to provide support subject to the terms of this Service Schedule and Mimecast SLAs under the Agreement. The Customer understands and agrees that the latest version of this Service Schedule and the Mimecast SLAs shall apply to any new Subscription or renewal of an existing Subscription.

    For the purpose of this Service Schedule, in addition to the definitions in the General Terms and Conditions, the following apply and in case of conflict, the following shall prevail.:

    "Affiliates"

    an entity that controls, is directly or indirectly controlled by, or is under common control of the relevant party.

    "Customer Data"

    the data generated through Customer's use of the Services, including the content of all files and emails sent by or to Permitted Users.

    "Customer Information"

    the information that the Customer provides bluesource in relation to the Service (including all relevant details which relate to the Customer's requirement for the provision of the Service and as such, part of Support Data).

    "Documentation"

    Mimecast service documentation available at: https://community.mimecast.com/community/knowledge-base

    "Material"

    materials including collateral such as training materials, video training modules, user surveys, and user assessments made available to Customer by bluesource and/or Mimecast.

    "Mimecast SLAs"

    Mimecast's "Service Levels and Support Description (for Managed Service Providers)" set forth at: https://www.mimecast.com/contracts/

    "Mimecast Trust Center"

    Mimecast's portal dedicated to GDPR and their ISO certifications, available at: https://www.mimecast.com/company/mimecast-trust-center.

    "Processing Details"

    summary of the data processing carried out in connection with the Service as detailed in clause 21.

    "Privacy Shield"

    the EU-U.S. Privacy Shield Framework deemed by the European Commission adequate to enable data transfers under EU law.

    "Service"

    Mimecast services procured by bluesource and subscribed to by Customer under this Service Schedule, and associated Agreement/Work Order, together with bluesource's support service detailed herein.

    "Service Start Date"

    is the date the Service commences, as specified in a Work Order.

    "SLA"

    the service level agreement commitments, if any, bluesource and Mimecast makes to the Customer under this Service Schedule and Mimecast SLAs regarding delivery and/or performance of the applicable Service.

    "SMC"

    bluesource's Service Management Centres providing Level 1 and Level 2 support.

    "Standard Contractual Clauses"

    any clauses for the transfer of personal Data to processors in Third Countries approved by the EU Commission in Commission Decision 2010/87/EU, dated 5th February 2010.

    "Subscription"

    a subscription to a Mimecast service purchased for a defined term and quantity (e.g., 1000 Permitted Users for 12 months).

"Third Country(ies)"	countries outside of the scope of the data protection laws of the European Economic Area, excluding countries approved as providing adequate protection for Personal Data by the European Commission from time-to-time.
"Mimecast Processing Details"	Mimecast's data processing details relating to Mimecast services: *https://www.mimecast.com/company/mimecast-trust-center/gdpr-center/processing-details/*
"Mimecast Subcontractors"	Mimecast's subcontractors set out at: *https://www.mimecast.com/company/mimecast-trust-center/gdpr-center/sub-processors/*
"Mimecast T&O Measures"	Mimecast's technical and organisational measures relating to Mimecast services: *https://www.mimecast.com/company/mimecast-trust-center/gdpr-center/technical-organizational-measures/*

2. **Provision of Services**

Bluesource will provide the Services described in each Work Order/Agreement in accordance with this Service Schedule, the General Terms and Conditions, Mimecast SLAs and applicable Documentation.

Each Work Order/Agreement will include:

- A description of the Services to be provided to Customer (each, a "**Services Description**")
- The number of users of the Services (individuals employed by or otherwise under Customer's control) (each, a "**Permitted User")**
- The term of the Services subscription ("**Term**")
- Identification of the country where Customer Data will be stored (the "**Hosting Jurisdiction**")
- Any additional terms agreed between the Parties.

2.1 The Customer understands that Mimecast may accept or reject any customer as a customer of Mimecast or may refuse to supply Mimecast services to any customer at Mimecast's absolute discretion. If, after the Agreement has come into existence, Mimecast rejects Customer as a customer of Mimecast, or refuses to supply services to Customer, either Party may terminate the Agreement immediately without liability to the other by giving written notice to the other Party.

2.2 In the event of termination under clause 2.1 and without prejudice to any liability for any breach of the Agreement by the Customer that there may be, any fees paid by the Customer for the period after termination shall be refunded to the Customer. Such refund constitutes the Customer's sole and exclusive remedy and bluesource's entire liability for any termination under clause 2.1.

2.3 The Customer acknowledges that the Services are offered as software-as-a-service and that the details of the offerings themselves, including the terms of the SLAs, Support Description, Service and Documentation, will change over time.

2.4 The Customer acknowledges that it is solely responsible for providing the Customer Information and that Bluesource shall rely on the Customer Information in determining and selecting the appropriate Services.

2.5 The Customer understands and accepts that bluesource and Mimecast may make certain service levels commitments to the Customer in the SLAs. If the Customer wishes to make a claim on the SLA, the Customer must notify details of its claim to bluesource in writing ("**SLA Claim**"). The Customer understands that the SLA Claim will be subject to bluesource and Mimecast's standard SLA review process. Any credit that Mimecast agrees to pay in respect of the SLA Claim relating to Mimecast SLAs shall be credited to the Customer promptly following its receipt by bluesource. The Customer accepts that any credit to which it is eligible shall not exceed the total monthly estimated retail price quoted for the Subscription that is the subject of the SLA Claim. The Customer acknowledges and accepts that outages may be audited on a per Subscription or per Service basis at any time.

3. **Customer Activities**

3.1 **Customer Use**. Customer will use the Services for its own internal business purposes and will not transfer, resell, license or otherwise make the Services or the Material to third-parties. Customer will use the Services as reasonably directed by bluesource and/or Mimecast, subject to Data Protection Laws and the provisions of any Data Processing Agreement, such as the relevant clauses under this Service Schedule and associated Agreement as a whole. Customer will allow only the number of Permitted Users shown in the applicable Work Order to access and use the Services.

3.2 **Access Control.** Customer will implement and maintain reasonable and appropriate controls to ensure that user accounts are used only by the Permitted Users to whom they are assigned and to manage and monitor Permitted Users, including designating one or more administrators responsible for access control. Customer is solely responsible for the acts or omissions of any user or Permitted User who obtains access to the Services through Customer or Customer's systems. Customer will notify bluesource promptly if it becomes aware of any unauthorized access or use. Customer acknowledges and agrees that: (i) in the course of providing the Services to Customer, it may be necessary for Bluesource and/or Mimecast to access the Customer Data to respond to technical problems and to ensure the proper working of the Services and (ii) bluesource may be granted access to Customer Data as an administrator in respect of a Customer's account.

3.3 **Restrictions**. Customer will not: (a) use the Services in any manner that violates any applicable law or regulation (including but not limited to where Customer is required to obtain permissions or authorizations to permit bluesource and Mimecast to perform their obligations hereunder); (b) use the Services in a manner that violates any industry standards concerning unsolicited email; (c) use the Services in a manner that introduces any viruses, malicious code, or any other items of a harmful nature; or (d) engage in any activity that could reasonably be expected to interfere with or disrupt the Services (for example, an activity that causes bluesource or Mimecast to be blacklisted by any internet service provider). Customer will defend and indemnify bluesource and Mimecast in the event of any third-party claim or regulatory action arising out of Customer's breach (or alleged breach) of the terms of this clause 3.3.

4. Suspension of Services

4.1 Bluesource may suspend the Services in the event Customer fails to pay any undisputed invoice or partial invoice in accordance within fifteen days of bluesource's notice to Customer of such failure.

4.2 In the event the Customer's account is the subject of denial of service attacks, hacking attempts or other malicious activities, or if bluesource or Customer's activities reasonably appear to be in breach of clause 3, Mimecast will work with bluesource and Customer to resolve such matters as soon as possible. In such circumstances, to protect Mimecast's own systems, Customer acknowledges that Mimecast may be required to suspend the Services until the issues are resolved. Mimecast will provide advance notice via bluesource of such suspension where reasonably practicable, and bluesource shall liaise with Customer.

5. Term

5.1 This Service Schedule shall commence on the Service Start Date and shall continue for the Initial Term stated in the Work Order subject to the provisions of clause 9 (Term and Termination) of the General Terms and Conditions. Thereafter this Service Schedule shall automatically renew for additional 12-monthly Renewal Terms, unless terminated in advance in accordance with clauses 9.3 or 9.4 of the General Terms and Conditions.

5.2 For the avoidance of doubt, the Customer is required to provide at least 90 days' written notice in advance of the end date of any Term in order to terminate the Services on the end date of that Term. The Renewal Term Fee shall be payable in full at the same billing frequency as the Initial Term unless otherwise agreed in advance.

5.3 In accordance with clause 11.1 of the General Terms and Conditions, should the Agreement be terminated for any reason, any agreed sums owing, including any remaining balance of the Fee or Renewal Term Fee shall be due for payment in full by the Customer.

6. Effects of Termination

In addition to clause 11 (Effects of termination) of the General Terms and Conditions:

6.1 Upon termination bluesource shall be entitled to cancel the provision of Mimecast products and services within the Service with Mimecast and all invoices to Customer become due and payable;

6.2 The following Clauses in this Service Schedule shall survive termination:

6.2.1 Intellectual Property Rights Indemnity, Clause 12;
6.2.2 Effects of Termination, this Clause 6; and
6.2.3 Data Processing and Confidentiality, Clause 19.

6.3 Where applicable, upon termination of the Agreement and/or cancellation of any Subscription, Customer must migrate any Customer Data to either a new Subscription with bluesource, or some other service within the time permitted under the Mimecast SLAs.

6.4 The Customer accepts that it may incur a charge for bluesource's assistance in migrating Customer Data and agrees to pay all costs and expenses incurred by bluesource as a result of any Customer Data remaining in the possession or control of bluesource or Mimecast on or after the cancellation of the Subscription and/or termination of the Agreement.

6.5 Upon termination of the Agreement bluesource shall:

i. at Customers request, delete all Personal Data processed on behalf of the Customer, unless applicable Data Protection Law requires it to be retained; or

ii. assist Customer with the return of Customer Personal Data and any copies thereof which is being processing or has been processed on behalf of Customer. The Customer acknowledges and agrees that the nature of the Services mean that the Customer may extract a copy of the Personal Data at any time during the term of the Agreement, and providing the tools to allow Customer to do so shall be sufficient to show bluesource has complied with this clause 6.4. If Customer requires bluesource to extract the Personal Data on its behalf, the Customer must provide bluesource with written instructions to that effect and engage bluesource in a professional services project, which shall be subject to additional fees and

iii. in either case, cease processing Personal Data on behalf of the Customer.

7. Service Availability

7.1 Mimecast services will be available 24x7x365
7.2 The SMC will be available for support requests in accordance with the SLAs.

7.3   Customer acknowledges that:

- where emergency maintenance, updates, or other procedures are required to maintain the Service or prevent a failure, Customer may not be able to be notified in advance, based on the urgency and severity of the change; and
- external factors beyond the reasonable control of bluesource and Mimecast could rarely affect the availability of the Services and for this reason, together with the requirement for periodic maintenance, 24x7x365 availability is not guaranteed.

8.   Service Level Agreement

8.1   The service levels for the selected Mimecast services are the responsibility of Mimecast and are detailed in the Mimecast SLAs.

8.2   For the support service provided by bluesource:

8.2.1   bluesource will be the first point of contact for Customer's support and maintenance requirements including changes to services and licence renewals.

8.2.2   The bluesource Service Management Centre (SMC) will be available in accordance with the Mimecast SLAs and level of support purchased by Customer, to:

- provide technical support to Customer for Level 1 and Level 2 incidents, and
- transfer Level 3 incidents directly to Mimecast on behalf of the Customer.

8.2.3   Should bluesource need to escalate to Mimecast, bluesource will manage the escalation on behalf of Customer, through to resolution.

8.2.4   Faults originating from Customer's actions or require the actions of other service providers, are beyond the control of bluesource and Mimecast, and as such are specifically excluded from any SLAs applicable to this Service Schedule and Mimecast SLAs

8.2.5   If Customer needs to raise the priority of a service ticket for any reason it should contact the SMC who will endeavour to review the assigned priority on a case by case basis.

9.   Support

9.1   Should the Customer need to raise a support request for the Service, they should contact the SMC as follows:

- By phone - 0345 319 2200
- By email – support@bluesource.co.uk

10.   Payments and Records

10.1   bluesource will commence charging for the Service, in accordance with clause 8 (Payments and Records) of the General Terms and Conditions, from the date that the Service is made available to Customer. If bluesource or Mimecast has been unable to make the Service available due to a failure by Customer to provide required information or due to Customer's act or omission, bluesource shall be entitled to commence charging for the Service and Customer shall be obliged to pay for the Service as if the Service had been made available;

10.2   Customer shall notify bluesource if at any time their usage of the Services changes and bluesource will increase the relevant service/s accordingly with Mimecast. Additionally, Mimecast will monitor Customer's actual usage of their services and if the usage increases, Mimecast will increase the Customer's registered usage accordingly. bluesource will at its sole discretion raise additional invoices, and/or adjust subsequent invoices, to cover charges for the increase in usage on a pro-rata basis for the remaining part of the current invoicing period;

10.3   Unless Customer notifies bluesource 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 renewal Term;

10.4   bluesource reserves the right having given Customer reasonable prior written notice to temporarily suspend Service to Customer in the case of late or non-payment of their invoices;

10.5   bluesource may vary the charges for the Service and Customer will pay such charges provided that written notice prior to the expiry of the Initial Term or Renewal Term. Such change will be effective from the commencement of the next Renewal Term.

11.   Customer's Obligations

In addition to its obligations under clause 4 of the General Terms and Conditions, the Customer shall:

11.1   Determine whether the security and data protection offered by the selected Mimecast products and services meet the Customer requirements,

11.2   Provide bluesource and Mimecast with any technical data and other information reasonably required from time to time to allow the setup and supply of the Service. All information Customer supplies will be complete, accurate and given in good faith. Such information will be treated as Confidential Information under the terms of this Service Schedule;

11.3   Abide by any acceptable use terms detailed in the Agreement and Mimecast SLAs (if any).

11.4   Recognise that information sent to and from Customer will pass through the Service and accordingly Customer agrees to use the Service for legitimate and lawful business purposes only;

11.5   In accordance with clause 10.2, notify bluesource of any change in usage and acknowledges that bluesource and Mimecast may monitor the usage of the Services for compliance; and

11.6   For the avoidance of doubt, any breach of Clauses 11.3, 11.4 or 11.5 will constitute a material breach of this Service Schedule and in addition to the termination rights set out in this Service Schedule and Clause 9 of the General Terms and Conditions, may at any time result in all or part of the Service being suspended immediately and until the breach is remedied.

12.   Ownership and IP indemnification

12.1   **Customer Data:** The Parties acknowledge and agree that bluesource and Mimecast has no ownership rights to Customer Data.

12.2   **Ownership of Services:** The Intellectual Property rights in bluesource support, Mimecast services, Material and any hardware or software used in connection with the Service, is and will at all times remain bluesource and/or Mimecast's property (as applicable) or that of their licensors. Notwithstanding any provision herein to the contrary, nothing in the Agreement is intended to limit Customer's liability in the event of Customer's violation of bluesource or Mimecast's intellectual property rights, and any claim with respect to such violation will not be deemed governed by the Agreement. Customer may not use or access the Services for the purpose of (i) building a competitive service or comparative features; or (ii) comparative analysis (including but not limited to benchmarking) intended for use outside Customer's organisation.

The Customer shall not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third-party except as expressly permitted under the Agreement.

If the Service infringes any third-party rights, indemnification to Customer will be provided by bluesource.

12.3   **Aggregated Data and Threat Data.** Notwithstanding any provision herein to the contrary, Mimecast owns: (i) the aggregated data derived from the Service as aggregated with usage data from Mimecast's other customers, including, without limitation, utilization statistics, reports, logs and information regarding spam, viruses or other malware processed by the Services ("Aggregated Data"); and (ii) all data identified through the Services as malicious, such as that which may perpetuate data breaches, malware infections, cyberattacks or other threat activity ("Threat Data"). Neither Aggregated Data nor Threat Data will include any Personal Data. By taking out a Subscription, the Customer hereby acknowledges and agrees to Mimecast processing Aggregated Data or Threat Data for its business purposes and/or may sharing Aggregated Data or Threat Data with third-parties.

12.4   **Feedback.** bluesource and Mimecast (if applicable), owns an unlimited right to any Feedback in any present or future form or format for use in any manner that they deem appropriate, without monetary or other compensation to Customer. "**Feedback**" means any communications or materials provided to bluesource and/or Mimecast by Customer suggesting or recommending changes to the Services.

13.   Awareness Training (if applicable)

13.1   If by use or by ordering a Subscription for Awareness Training, Customer expressly agrees that Awareness Training is subject to the following:

13.1.1   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, libellous, threatening or harassing in nature; and (iii) will not be in violation of applicable law (including those laws relating to obscenity or pornography).

13.1.2   Customer will defend, indemnify, and hold bluesource and Mimecast harmless from any third-party claim relating to Customer's breach of clause 13.1.1. bluesource will provide prompt written notice of the applicable claim to Customer and cooperate in Customer's defence, as reasonably requested by Customer and at Customer's expense. Customer will not settle any such third-party claim in a manner which requires bluesource and/or Mimecast to admit fault or pay any monetary amounts of any type without bluesource'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 clause 13.1.2

13.1.3   Each Party's rights and obligations under Intellectual Property indemnification shall extend to the Material. However, bluesource and/or 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.

13.1.4   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.

13.1.5   The Awareness Training services, the Material, and/or the Collateral may be: (i) hosted on a Mimecast platform that is located in the United States and/or (ii) involve Customer Data, including Personal Data, that is processed through a data centre that is located in the United States.

14. Compliance Protect (if applicable).

14.1 If by use or by ordering a Subscription for Compliance Protect, Customer expressly agrees that Compliance Protect is subject to the following:

14.1.1 When the Services are configured to enable Compliance Protect, the storage media: (i) preserve the records exclusively in a non-rewriteable, non-erasable format; (ii) automatically verify the accuracy and quality of the recording process; (iii) serialize three duplicate records on the storage media, uniquely identifying each record and associating the data and time of recording for each record; and (iv) where Customer is subject to SEC Rule 17a-4(f)(2)(ii), allow downloading of indexes and records preserved on the electronic storage media to any medium acceptable by the SEC or the self-regulatory organizations of which the broker-dealer is a member.

14.1.2 Customer authorizes bluesource to instruct and for Mimecast to retain, store and transmit Customer Data as described in the Documentation for Compliance Protect, including but not limited to: (i) configurations, rules and policies such as those that affect deletion, retention, transmission or routing of Customer Data or account logs; and (iii) any requests by Customer, third parties, or as required by SEC Rule 17a-4(f) (where applicable) for access to Customer Data.

14.1.3 **Wind-down Period**. Notwithstanding any provision in the Agreement to the contrary, Customer may access Customer Data for thirty days subsequent to termination or expiration of the Agreement (the "Wind-down Period"), provided that Compliance Protect was licensed as of the last date that the Agreement was effective.

14.1.4 **Customer Responsibilities**. If Customer is subject to SEC Rule 17(a)(4), Customer agrees to promptly inform any applicable regulatory organization, including any self-regulatory organization of which Customer is a member if: (i) the Agreement expires or is terminated; or (ii) if Customer discontinues using the Services in a manner which is intended to achieve regulatory compliance. Customer is responsible for (i) ensuring any ancillary services which Customer undertakes to utilize in conjunction with the Services comply with all configuration requirements set forth in the Documentation; and (ii) complying with all laws, rules and regulations regarding the management and administration of its email systems, including but not limited to implementing and maintaining a lawful basis for processing the Customer Data as described in the Documentation (including but not limited to obtaining any required consents and/or acknowledgements from individuals).

14.1.5 **No Future Deliverables.** Customer acknowledges that its agreement to these terms is not conditioned on any promise made by bluesource and/or Mimecast to deliver any future deliverable such as a feature or functionality.

14.1.6 **Designated Third Party**. Customer acknowledges that it is Customer's sole responsibility to appoint a designated third party ("D3P") if required under Securities Exchange Act of 1934 Rule 17a-4(f)(3)(vii). Customer directs and authorizes bluesource and Mimecast to follow all instructions, directions, or requests received from Customer's D3P. Upon notice by Customer of appointment of a D3P, bluesource and Mimecast shall assume that the D3P is at all times qualified to act in that capacity. Bluesource and Mimecast will take reasonable steps to verify the identity of a D3P, but has no responsibility or liability to verify the identity of the D3P. bluesource and Mimecast shall honor the appointment of the D3P until such time that bluesource and Mimecast receives written notice that the designation has been revoked. Customer shall be solely liable for the acts or omissions of the D3P.

15. Professional Services (if applicable)

15.1 Any professional services work related to Mimecast, whether under the same Work Order or not, shall be completed under a separate Service Schedule related to Professional Services and not under the terms implied by this schedule.

16. Brand Exploit Protection (Segasec) (if applicable)

16.1 If by use or by ordering a Subscription for Brand Exploit Protection, Customer expressly agrees that Brand Exploit Protection is subject to the following:

16.1.1 **Services.** The Services are designed to alert Customer when a third-party has created a website that uses any domain that Customer has registered with Mimecast (each, a "**Domain**"). Customer acknowledges and agrees that Mimecast may undertake some or all of the following actions in the event of a discovered Domain replication, as noted on a Work Order: (i) inform the holder of the replicated Domain of the unacceptable use; (ii) report such misuse to certain third-parties to request that the replicated Domain be disabled (each, a "Domain Block") and/or (iii) initiate actions to proactively disable the replicated Domain (each, a "Takedown"). Customer must register each Domain, up to the maximum number of domains listed on the applicable Services Order.

16.1.2 **Web Agent.** If noted on a Work Order, the subscription fee for the Services includes a limited, nonexclusive, non-transferable usage license to a script that Customer may add to each Domain for Customer's internal business purposes only during a Subscription Term (each, a "**Web Agent**"). Customer is solely responsible for installing the Web Agent on Customer's server(s).

17. **DMARC Analyzer Services (if applicable)**

17.1 If by use or by ordering a Subscription for DMARC Analyzer, Customer expressly agrees that DMARC Analyzer is subject to the following:

17.1.1 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 Work Order.

17.1.2 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, bluesource and Mimecast shall not be deemed in breach of its obligations, but only to the extent that the basis for bluesource and/or Mimecast's breach arises directly or indirectly from such prevention or delay.

18. **Subcontractors**

18.1 By committing to and taking out a Subscription, the Customer as Data Controller hereby consents to bluesource and Mimecast's use of Mimecast Subcontractors to perform the Services. Bluesource as Data Processor agrees that it and/or Mimecast (as appropriate), have a written agreement in place with all third-party subcontractors that contains obligations on the Mimecast Subcontractor that are no less onerous on the relevant Mimecast Subcontractor than the obligations on bluesource and Mimecast under the Agreement in respect of the specific Services provided by the Mimecast Subcontractor.

18.2 If a new Mimecast Subcontractor is appointed or any changes are intended concerning the addition or replacement of Mimecast Subcontractors, bluesource shall provide the Customer with reasonable advance written notice. For the purposes of this clause 18.2, notice may be provided electronically, including but not limited to posting on the Mimecast administrative console for the Services or via a notice on the Trust Center *https://www.mimecast.com/company/mimecast-trust-center/* and/or in a newsletter sent to Customer.

18.3 If Customer objects to the appointment or replacement of a Mimecast Subcontractor in writing within ten (10) days after bluesource's advanced written notice of a new Mimecast Subcontractor, bluesource may, at its option, suggest a commercially reasonable change to Customer's use of the Services so that the relevant Mimecast Subcontractor is not used in terms of the Service(s) procured.

18.4 If bluesource is unable to enact such change within a reasonable period of time, Customer may, upon no less than twenty (20) days' written notice from the date of notification by bluesource, terminate those Services which cannot be provided without the use of the relevant Mimecast Subcontractor. Termination of any Agreement/Work Order under this clause 18.4 shall entitle the Customer to receive a pro-rata refund of any unused portion of the fees paid in advance. For the avoidance of doubt, termination under this clause 18.4 shall not entitle Customer to any refund of fees paid for the period up to the effective date of termination.

19. **Data Processing and Confidentiality (including flow down requirements from Mimecast)**

19.1 Personal Data provided by the Customer shall, unless otherwise agreed in writing by both Parties, be processed in accordance with bluesource's Data Processing Policy, available at *https://www.bluesource.co.uk/data-privacy-and-processing/*, the Agreement (including this Service Schedule) and Processing Details.

19.2 Customer acknowledges that information processed in the course of performing the Services may contain personally identifiable information of individuals and associated metadata and that the processing of such information may therefore involve the processing of personal data.

19.3 With respect to any and all data, including, but not limited to, third-party data, personally identifiable information and associated metadata obtained by Mimecast or bluesource pursuant to the Customer's use of the Services (collectively, the "**Data**"), Customer shall take all necessary measures to ensure that it, and all its employees, are aware that their personal data may be processed as part of the Services and that they have given their consent to such processing as well as complied with their responsibilities as data controller or data subjects, as applicable, in accordance with applicable Data Protection Laws.

19.4 Customer acknowledges and agrees that Mimecast, may, in the course of providing the Services, process, access and/or store (or permit any Affiliate or Mimecast Subcontractor to process, access and/or store) Personal Data in one or more Third Countries, provided that such processing takes place in accordance with the requirements of Data Protection Law. In such case, Mimecast shall, as applicable (i) comply with (or procure that any affiliate or Mimecast Subcontractor comply with) the data importer obligations in the Standard Contractual Clauses or confirm that the recipient of the Personal Data has the necessary certification under Privacy Shield. By taking out the Subscriptions, the Customer hereby grants Mimecast a mandate to enter into the Standard Contractual Clauses with any relevant Affiliate or Mimecast Subcontractor it appoints on behalf of Customer.

For the avoidance of doubt, while Customer Data is hosted solely within specific hosted jurisdictions, which can be specified by the Customer and identified in the Work Order / associated ordering documents, Mimecast provides support from the various regions listed in Trust Center *(https://www.mimecast.com/company/mimecast-trust-center/gdpr-center/support-locations/)* and may need access from other geographies for the purpose of providing support or ensuring the correct working of the systems.

Because Mimecast's support model is "follow-the-sun", it is possible that certain data provided by the Customer if a support ticket is escalated/transferred to Mimecast for support services depending on where the ticket is picked up. Further, certain data may be transferred (i.e., metadata) to assist Mimecast in the general working of the services or as otherwise stated in Mimecast SLAs. Any such access rights are restricted to a small set of Mimecast personnel who have to be approved by the Mimecast security team and assigned specific roles. Any access would need to have a logged 'reason' and is visible on the Customer's audit log. Additionally, all such access is confirmed and monitored by the Mimecast security team. Further, Mimecast Subcontractors process certain data in the regions identified on the Trust Center in order to deliver the services. All Mimecast Subcontractors have contracts in place with Mimecast that ensure the protection of customer data to the same extent as Mimecast.

19.5 Customer understands and agrees that bluesource and Mimecast have no control or influence over the content of the Data presented for processing by the Service on behalf of Customer.

19.6 Notwithstanding the generality of the foregoing obligation, as required by Data Protection Laws, Customer shall use all reasonable efforts to ensure that it informs (for example, via a banner message on Emails) individuals who use any communications system covered by the Services that communications transmitted through such system may be intercepted.

19.7 It is recognised that the content sent to or received from Customer by the Service is confidential. In the normal provision of the Service, Mimecast as the processor of that content do not access, read or copy emails, instant messages, web pages or their attachments other than by electronic methods for the purposes of providing the Service. However, Mimecast does reserve the right to utilize the virus, spam, malware, adware and spyware related content of such emails, instant messages, web pages and their attachments solely for the purposes of:

19.7.1 maintaining and improving the performance and the integrity of the Service; and

19.7.2 making available to licensors of the Service any information passing through the Service which may be of interest to the licensors solely for the purpose of further developing and enhancing the Service.

Where Mimecast exercises the rights under this Clause 19.7 Mimecast will use all reasonable endeavours to keep confidential all information received from Customer or for Customer in connection with the Service and by taking out a Subscription, the Customer agrees to such processing by Mimecast.

20. **Aggregated Data and Threat Data.**

20.1 Notwithstanding any provision herein to the contrary, Mimecast owns both: (i) the aggregated data derived from the Services as aggregated with usage data from Mimecast's other customers, including, without limitation, utilization statistics, reports, logs and information regarding spam, viruses or other malware processed by the Services ("**Aggregated Data**"); and (ii) all data identified through the Services as malicious, such as data which may perpetuate data breaches, malware infections, cyberattacks or other threat activity ("**Threat Data**"). Neither Aggregated Data nor Threat Data will include any Personal Data. By taking out a Subscription, Customer agrees Mimecast may process Aggregated Data or Threat Data for its business purposes and share Aggregated Data or Threat Data with third-parties.

21. **Processing Details**

21.1 **Duration of the processing**

Personal Data will be processed for the duration of the Agreement.

21.2 **Data subjects**

The Personal Data transferred concern the following categories of Data Subjects:

- Employees, freelancers and contractors of Customer;
- Permitted Users and other participants from time-to-time to whom bluesource has granted the right to access the Services in accordance with the Agreement;
- individuals with whom Customer has communicated with by email and/or instant messaging;
- Service providers of Customer and/or bluesource; and
- Other individuals to the extent identifiable in the content of emails or their attachments or in archiving content.

21.3 **Categories of data**

The personal data transferred concern the following categories of data:

- Personal details, names, usernames, passwords, email addresses of Permitted Users
- Personal data derived from the Permitted Users use of the Services such as records and business intelligence information.
- Personal data within email and messaging content which identifies or may reasonably be used to identify, Data Subjects.
- Meta data including sent, to, from, date, time, subject, which may include personal data.

21.4 **Special categories of data (if appropriate)**

The personal data transferred concern the following special categories of data:

- No sensitive data or special categories of data are intended to be transferred but may be contained in the content of or attachments to email.

21.5 **Processing operations**

The Personal Data transferred will be subject to the following basic processing activities:

- Personal Data will be processed to the extent necessary to provide Services in accordance with this Service Schedule, the Agreement and Customer instructions. Mimecast (Data Sub-Processor) processes Personal Data only on behalf of bluesource (Data Processor) and on the instruction of the Customer (Data Controller).
- Technical support, Issue diagnosis and error correction to ensure the efficient and proper running of the systems and to identify, analyse and resolve technical issues both generally in the provision of the Services and specifically in answer to a customer query. This operation relates to all aspects of personal information processed but will be limited to metadata where possible by the nature of any request.
- Virus, anti-spam and Malware checking in accordance with the Services provided. This operation relates to all aspects of Personal Data processed.
- URL scanning for the purposes of the provision of targeted threat protection and similar service which may be provided under the Agreement. This operation relates to attachments and links in emails and will relate to any personal information within those attachments or links which could include all categories of personal information.
- Mimecast's T&O Measures outline Mimecast's technical and organisational measures relating to Mimecast services.
- Mimecast Processing Details outlines Mimecast's data processing specific to a Mimecast service.