

Mimecast Terms & Conditions

The following additional terms apply to the purchase of Mimecast (the “Service”) by you (“the customer”) and Cobweb.

These Service Specific Terms should be read in conjunction with [Cobweb Terms & Conditions](#).

I. SERVICE DESCRIPTION

All services and support are subject to the terms of the [Cobweb Terms & Conditions](#).

Mimecast’s security, archiving, education, and continuity cloud services protect business email and deliver comprehensive email risk management in one fully integrated subscription service. Mimecast for Microsoft 365 provides comprehensive coverage with multi-layered, multi-vendor protection, including defence against spear-phishing and advanced persistent threats.

STANDARD SERVICE OPTION

Pricing is the pricing set out in the Customer order form.

Please note that Mimecast must be deployed across all user mailboxes. Therefore, for every mail enabled product that is purchased, Mimecast must also be purchased. In addition, any add-on Mimecast products must match the base subscription product. If a discrepancy is found in the amount of Mimecast licences, Cobweb reserve the right to automatically purchase these on behalf of the Reseller to align the licence count.

II. TERMS

- a. Terms of use for the Services by the Customer (i.e., the entity using the Mimecast Service) are set out at:

[Mimecast Terms & Conditions](#)

The Customer agrees that the above terms shall apply to Cobweb and their Customer. Cobweb agrees to provide each Customer with the terms of use and gain their acceptance.

- b. From the purchase date of the Mimecast Service, the Customer will be entered into a 12-month contract. The quantity of Mimecast licences cannot be reduced in the first 12 months. The service can be cancelled after the initial twelve months provided that 30 days’ notice prior to the expiry of the initial 12-month period is given. Once the Customer has reached the anniversary date of the initial 12-month period, the Customer is placed onto a rolling contract with a 30-day cancellation notice. Vuzion must be notified of all Customer cancellations with a 30-day notice.

- c. Cobweb reserves the right to modify, amend or terminate the Service at any time and will update the Terms & Conditions from time to time in accordance with those changes. Continued use of the Service after changes to the Terms & Conditions shall constitute agreement to be bound by any changes. Cobweb will provide 30-day notice to any changes in price via email to the nominated account email address.

III. SERVICE LEVELS AN SERVICE CREDITS

- a. Mimecast offers a service level agreement (SLA), which makes certain service levels commitments and offers service credits for failure to meet those commitments.
- b. If in any month the Customer experiences outages or unavailability of the Service, please let us know as soon as possible and, where Cobweb consider it appropriate, Cobweb will pursue a service credit claim with Mimecast.
- c. If Cobweb are successful in claiming a service credit from Mimecast, we will apply an equivalent credit (a credit to the same financial value as that received by us from Mimecast to your next invoice following the date on which we receive the credit from Mimecast. For clarity, where Cobweb receive a service credit in respect of multiple Customers, we will apportion this as appropriate between the affected Customers.