

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 enter into an initial 12-month contract term. The quantity of Mimecast licences cannot be reduced during this initial 12-month term. At the end of the initial 12-month term, the Service will automatically renew for a further 12-month term, unless the Customer provides not less than 30 days’ written notice prior to the expiry of the then-current 12-month term.
- c. Each renewal will constitute a new 12-month agreement on the same terms, unless otherwise agreed in writing. Cobweb must be notified of all Customer cancellations with a minimum of 30 days’ notice prior to the relevant contract anniversary date.

- d. Cobweb reserves the right to modify, amend, or terminate the Service at any time and will update the Terms & Conditions accordingly. Continued use of the Service following any changes to the Terms & Conditions shall constitute acceptance of those changes. Cobweb will provide at least 30 days' notice of any price changes 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.