



Appendix 1

Email Services

Defined terms used in this email services appendix shall have the meaning given to those terms in the Terms and Conditions. If there is any conflict between this appendix and the Terms and Conditions, then this appendix shall take precedence.

Sure has been appointed as a Managed Service Provider by Mimecast to sell the Mimecast email services. This appendix governs the use of the email services as described further in the Order Form (the “**Email Services**”). The Email Services shall fall within the definition of Services referenced in the Terms and Conditions and the following terms apply to the Customer in addition to those set out in the Terms and Conditions:

1. Support and SLA:

- 1.1 Sure will provide first line support in relation to the Email Services. The Support Description and Service Levels are set out in Appendix 2 (Support Description) and Appendix 3 (Service Levels) of the Terms and Conditions.
- 1.2 Sure will be responsible for the Customer’s Set-up and Connect and for checking the initial configuration of the Email Services and will use Commercially Reasonable Efforts to ensure it meets the Customer’s requirements. The Customer will be responsible for checking the initial configuration to ensure it meets its requirements. The Customer will also be responsible for the timely delivery of any Customer Data required to configure the Email Services and for the configuration of its networks and computer systems so that the Email Services can be accessed and used by the Permitted Users.
- 1.3 Sure shall assist with the ingestion of Customer Data from an email archive or email server belonging to Customer to an account designated for that Customer within Mimecast’s cloud archive (or upon termination of the Contract, from Mimecast’s cloud archive back to the Customer). In doing so, Sure may store temporarily the encrypted Customer Data on an external storage device or virtual environment. The Customer shall be requested by Sure to provide an email confirmation that the temporary data base may be deleted (such confirmation must be received by Sure no later than fourteen (14) days from ingestion/exgestion).
- 1.4 All configuration information and policy settings are fully visible via the account administration system and should any changes need to be made, these can be made either directly by the Customer or by the Customer in conjunction with Sure.
- 1.5 Support does not include adjustments to the default configurations for the Email Services or configuration of Customer systems such as MX records, DNS, or FTP traffic, all of which are Customer’s responsibility.



- 1.6 The Customer agrees that it may be necessary at times for Mimecast or Sure to access the Customer Data in order to respond to any technical problems and/or queries, and to ensure the proper working of its systems and all such access will be logged by the Email Services. If at the Customer's request Mimecast or Sure access individual e-mails then it is the Customer's responsibility to ensure that both Sure and Mimecast are permitted to do so. The Customer shall hold Sure harmless from any and all claims relating to such access.
- 1.7 Unless otherwise agreed by the parties in writing, Mimecast may include a tag line at the bottom of each e-mail processed through the Email Services that states that the e-mail has been processed by Mimecast and/or the Email Services.
- 1.8 Upon termination of the Email Services for any reason whatsoever, the Customer acknowledges that Sure may or may instruct Mimecast to reverse any configurations made to its systems and/or any DNS/name servers under its direction or control which were implemented in order to provide the Email Services. It shall be the responsibility of the Customer to ensure that the requisite changes are made to any DNS/name servers not under Mimecast or Sure's direction or control and to inform its ISP of the need to reroute inbound email.

2. Data Protection:

- 2.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and Sure is the Data Processor in respect of the Relevant Data.
- 2.2 Clause 3 below sets out the scope of the processing carried out by Sure in relation to the Relevant Data.
- 2.3 Both parties acknowledge that Mimecast is also a Data Processor in respect of the Customer Data and that processing by Mimecast is dealt with in a separate data processing agreement.
- 2.4 The parties warrant that it will duly observe all its obligations under the applicable Data Protection Laws. In this Clause 2, the terms "Process", and "Processing" shall be understood in their meanings as assigned by the applicable Data Protection Laws.
- 2.5 Without limiting Clause 2.1 and notwithstanding Clause 2.2, the following Clauses sets out Sure's obligations in respect of the Relevant Data (the "**Relevant Data**"):
 - 2.5.1 Sure will not Process Relevant Data held by it under these Terms and Conditions except in accordance with these Terms and Conditions or otherwise on the written instructions of the Customer;
 - 2.5.2 Sure will acquire no rights or interest in the Relevant Data and will return such Relevant Data to the Customer on demand;



- 2.5.3 Sure will ensure that its employees will maintain proper records of the Processing of any Relevant Data received from the Customer or from a third party on behalf of the Customer;
- 2.5.4 Sure shall as soon as reasonably practicable notify the Customer if it receives a subject access request in respect of the Relevant Data processed under these Terms and Conditions or any complaint, notice or communication which relates directly or indirectly to the processing of the Relevant Data or to either party's compliance with the Data Protection Laws and it shall provide the Customer with full co-operation and assistance in relation to any such request, complaint, notice or communication;
- 2.5.5 Sure will not transfer any Relevant Data received from or on behalf of the Customer under these Terms and Conditions outside the European Economic Area or an approved "White List" country (or successor EU approval) except with the prior written consent of the Customer and in accordance with any additional terms the Customer may impose on such transfer;
- 2.5.6 Sure shall ensure that the Relevant Data is kept secure and shall use all reasonable security practices and systems applicable to the use of the Relevant Data to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Relevant Data;
- 2.5.7 Sure shall take reasonable precautions to preserve the integrity of any Relevant Data processed by it and to prevent any corruption or loss of such Relevant Data;
- 2.5.8 Sure warrants and represents that it will having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organisational measures against the unauthorised or unlawful processing of Relevant Data and against the accidental loss or destruction of, or damage to, Relevant Data to ensure a level of security appropriate to:
 - 2.5.8.1 the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - 2.5.8.2 the nature of the Relevant Data to be protected.
- 2.6 Sure shall keep detailed, accurate and up-to-date records relating to the processing by Sure of Relevant Data provided by the Customer to Sure and to the measures taken under Clause 2.5.8.
- 2.7 Sure shall make available to the Customer and its third-party representatives, all information necessary to demonstrate compliance with its obligations in this Clause 2 and allow and contribute to audits when requested by the Customer (provided such audits are limited to the Customer's Service and the Relevant Data). Reasonable notice must be given to Sure in respect of such audits and such audit rights may be exercised only on Business Days, once in any calendar year during the term of the contract. Such audits shall be carried out at the cost and expense of the Customer.



2.8 Audit access by any third-party representative of the Customer shall be subject to such representative agreeing confidentiality obligations equivalent to those in these Terms and Conditions in respect of the information obtained, provided that all information obtained may be disclosed to the Customer.

2.9 Sure does not permit processing of the Relevant Data by any subcontractors.

2.10 If Sure:

2.10.1 becomes aware of any unauthorised or unlawful processing of the Relevant Data or that any such Relevant Data is lost or destroyed or has become damaged, corrupted or unusable;

2.10.2 becomes aware of any security breach affecting, or potentially affecting, the Relevant Data; or

2.10.3 learns or suspects that any security feature has been revealed to or obtained by any unauthorised person,

Sure shall promptly notify the Customer and fully co-operate with the Customer to remedy the issue as soon as reasonably practicable.

3. Details of relevant data:

3.1 Data Subject Types:

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

Employees, freelancers and contractors of the Customer;

Permitted users and other participants from time to time to whom the Customer has granted the right to access the Email Services to the extent identifiable in the headers of emails;

End- user customer of Customers and individuals with whom those end-users customers communicate with by email and/or instant messaging to the extent identifiable in the headers of emails;

3.2 Duration of Processing:

The Relevant Data Processed by Sure will be processed for the duration of the term of the Contract between the Customer and Sure.

3.3 Nature of Processing:

Relevant Data will be processed to the extent necessary to provide the Email Services and invoice the Customer in accordance with these Terms and Conditions and the Customer's Instructions.

Sure processes Relevant Data only on behalf of the Customer.



Sure will facilitate the ingestion or exgestion of data to/from the offshore Mimecast platform. Sure will not access the encrypted email content, but may access meta data related to the processing of email messages.

Technical support to ensure the efficient and proper running of the Email Service and to identify, analyse and resolve technical issues in answer to the Customer's queries. This operation may relate to all aspects of Relevant Data processed but will be limited to metadata where possible by the nature of any request.

Sure cannot access underlying Customer emails and in providing support can only see the header of such emails.

3.4 **Business Purposes:**

In order to provide the Email Services Sure has contracted to provide including billing of these Email Services and support of these Email Services.

3.5 **Personal Data Categories:**

The Relevant Data concerns the following categories of data:

Personal details, names, details of roles, email addresses and contact phone of the Customer' employees and copies of signatures on contracts.

Personal data from end-user email headers which identifies or may reasonably be used to identify, data subjects.

Meta data from end-users email including sent, to, from, date, time, subject, which may include personal data.

3.6 **Technical and Operations Controls used to minimise access to the above data:**

Sure is ISO27001 certified in relation to provision of the Email Services. All controls under this standard are in place.

4. **Warranty Disclaimer for the Email Services:**

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

5. **Third Party Indemnity:**



The Customer will defend and indemnify Sure against all damages and losses (including reasonable legal fees) arising from a third party claim alleging that the Customer's (including Permitted Users or any third party using the Email Services through the Customer's account) use of the Email Services (as opposed to the Email Services itself) is used to download or share electronic media in violation of such third party's Intellectual Property Rights in such electronic media. Sure shall provide the Customer prompt notice in writing of any such claim or action. The Customer shall have sole control of the defence and all related settlement negotiations and Sure shall provide the assistance, information and assistance necessary to perform the above. Reasonable, documented out-of-pocket expenses incurred by Sure in providing such assistance will be reimbursed by the Customer. Sure shall be entitled to participate in the defence with its own counsel and at its own expense.