



Appendix 1

Awareness Training Service

Defined terms used in this awareness training 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 awareness training service. This appendix governs the use of the awareness training service as described further in the Order Form (the “**Awareness Training Service**”). The Awareness Training 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:

Sure will provide first line support in relation to the Awareness Training Service. The Support Description is set out in Appendix 2 (Support Description) of the Terms and Conditions.

Sure will be responsible for the Customer’s Set-up and Connect and for checking the initial configuration of the Awareness Training Service and will use Commercially Reasonable Efforts to ensure it meets the Customer’s requirements. The Customer will be responsible for checking the initial configuration applied by Sure to ensure it meets its requirements. The Customer will also be responsible for the timely delivery of any Customer Data required to configure the Awareness Training Service and for the configuration of its networks and computer systems so that the Awareness Training Service can be accessed and used by the Permitted Users.

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.

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 Sure is processor of the Relevant Data and 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 warrants that they 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 2.3, 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 Details of the processing of the Relevant Data by Sure is set out in paragraph 3 below;
 - 2.5.3 Sure will acquire no rights or interest in the Relevant Data and will return such Relevant Data to the Customer on demand;
 - 2.5.4 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;
 - 2.5.5 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;
 - 2.5.6 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 outside 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;
 - 2.5.7 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;
 - 2.5.8 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;
 - 2.5.9 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:
 - 2.5.9.1 the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - 2.5.9.2 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 2.5.9.
- 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 Awareness Training Service.

a. 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.

b. Nature of Processing:

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

Sure processes Relevant Data on behalf of the Customer and only for the purpose of providing technical support and to ensure the efficient and proper running of the Awareness Training Service and to identify, analyse and resolve technical issues in answer to the Customer's queries.

c. Business Purposes:

In order to provide the Awareness Training Service, Sure has contracted to provide including billing of this Awareness Training Service and providing technical support.

d. 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's employees and copies of signatures on contracts.

Names and contact details of individuals contacting Sure in relation to the product and technical support.

e. Technical and Operations Controls used to minimise access to the above data:

Sure is ISO27001 certified in relation to provision of the Awareness Training Service. All controls under this standard are in place.

4. Location of Data Processed by Mimecast:

The Awareness Training Service, 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 by Mimecast through a data centre that is located in the United States.

As stated in Clause 2 above, data processing by Mimecast is dealt with in a separate data processing agreement.

5. Warranty Disclaimer in relation to the Awareness Training Service:

WITHOUT LIMITING SURE'S EXPRESS OBLIGATIONS UNDER THIS CONTRACT, 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 AWARENESS TRAINING SERVICE 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 AWARENESS TRAINING SERVICE OR THE PROFESSIONAL SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR MEET CUSTOMER'S REQUIREMENTS.

6. Material:

The Awareness Training Service includes Material. "**Material**" includes collateral such as training materials, video training modules, user surveys, and user assessments made available to Customer by Sure via Mimecast. Mimecast and its third-party licensors will retain all ownership interest in and to the Material.

7. Indemnity:

If the Customer uses the Awareness Training Service to upload the Customer's own written, photographic, and/or videographic collateral ("**Collateral**") to Mimecast's platform, then the 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). The requirements of this Clause 7 are supplemental to, and not in replacement of, any other restrictions contained in this appendix or the Terms and Conditions.

The Customer will defend, indemnify, and hold Sure harmless from any third party claim relating to the Customer's breach of Clause 7 herein. Sure will provide prompt written notice of the applicable claim to the Customer and cooperate in the Customer's defence, as reasonably requested by the Customer and at the Customer's expense. The Customer will not settle any such third party claim in a manner which requires Sure to admit fault or pay any monetary amounts of any type without Sure's express prior permission.

The definition of Intellectual Property Rights in the Terms and Conditions shall include the Material. The Intellectual Property Rights indemnification obligations under Clause 7 of the Terms and Conditions shall not apply where the claim results from the combination of the Awareness Training Service with content or information supplied by Customer.

8. Customer Acknowledgement:

CUSTOMER ACKNOWLEDGES AND AGREES THAT NONE OF THE "MATERIAL", THE AWARENESS TRAINING SERVICE OR PROFESSIONAL SERVICES QUALIFY AS LEGAL OR EXPERT ADVICE. CUSTOMER SHOULD CONSIDER WHETHER THE MATERIAL, THE AWARENESS TRAINING SERVICE AND/OR PROFESSIONAL SERVICES ARE APPROPRIATE FOR CUSTOMER'S NEEDS AND WHERE APPROPRIATE, SEEK LEGAL OR EXPERT ADVICE.



9. **General:**

The Customer agrees that if Sure are prevented from or delayed in the performance of their respective obligations by any act or omission of Customer that is outside of Sure's reasonable control, Sure shall not be deemed in breach of its obligations, but only to the extent that the basis for Sure's breach arises directly or indirectly from such prevention or delay.

The Customer acknowledges that its agreement to these Terms and Conditions is not conditioned on any promise made by Sure and/or Mimecast to deliver any future deliverable such as a feature or functionality.