

TECHNICAL SUPPORT AVAILABLE UNDER THE SERVICES AGREEMENT

The following document is an Appendix to the Agreement and sets out the Technical Support available to the Customer. Upon payment by Customer of the Support Fees for the Initial Term, or on the renewal invoice, as appropriate, Mimecast will provide the following technical support for the Services (“Technical Support”). Mimecast may amend the terms of this Technical Support from time to time.

The following definitions are hereby added to the Agreement:

“Case Logging” shall mean the logging of a Support Case by a Designated Contact in one of the three ways outlined in Clause 2, and shall include the following information:

- Date and time
- Designated Contact details
- Detailed Description of the Support Case,
- Details of the “To:” and “From:” email addresses
- Exact error message/text relating to the Support Case

“Resolution” shall mean the resolution of, or provision of a temporary work around for a Support Case.

“Resolution Time” shall mean the time measured in hours of support between Customer logging a Support Case and Mimecast providing a Resolution.

“Response Time” shall mean the time between Case Logging and Mimecast providing an incident ID for the Support Case.

“Support Case” shall mean a question regarding the function or operation of the Service, or an incidence of non-conformance of the Service, which is logged with Mimecast by a Designated Contact in one of the 3 ways outlined in Clause 2.

“Working Hours” shall be defined as weekdays between 8.30am to 6pm UK time, excluding UK public holidays.

1. Customer will nominate specific people as support contacts (“Designated Contacts”), whose details will be registered with Mimecast. The Designated Contacts may be amended by Customer upon written notice to Mimecast. Customer is required to ensure that the Designated Contacts have been fully trained on all the licensed Services, and remain up to date with training in order to perform the following:

- Carry out initial analysis and attempt to replicate the problem in an effort to resolve simple end user-type errors. They will co-ordinate the gathering of relevant information from the end-users, computer room operators, system managers in order to diagnose reported problems.
- Distinguish between normal and abnormal operation of the Service; accurately describe symptoms of repeatable problems.
- Notify Mimecast of problem situations using agreed procedures if the problem cannot be resolved after the initial analysis.

2. Contacting Support. Designated Contacts can contact Mimecast Support to log a case in one of three ways:

- Email: support@mimecast.com providing the details outlined above.
- Telephone: +44 (0) 207 843 2323
- Website: <http://www.mimecast.com/customer-support/request-support-now/>

3. Hours of Support.

- Mimecast will provide Customer’s Designated Contacts Support Case Resolution services related to Priority 1 Support Cases logged via telephone on a 24x7x365 days a year basis.
- All other Support Cases will be dealt with in accordance with the level of support purchased.

Type	Description
Standard Support	Email support available during Working Hours.
Business Support	Telephone support available during Working Hours.
Priority Support	24x7 telephone support. Technicians are available 24x7 either directly or through a call answer service. Email support is available during local working hours.

4. Support Case Resolution. Mimecast will log all Support Cases, furnish the Customer with an incident number and use all reasonable endeavours to provide a Resolution. Mimecast may elect to provide a temporary modification or workaround. Mimecast reserves the right to charge Customer at the then current hourly support rate for misuse of classifications.

5. Mimecast will assess Support Case priority and respond as detailed below:

Priority	Definition
1	Total loss of Service or significant Service impairment. To be logged by Telephone .
2	Including, but not limited to changes to stationery, changes to active directory synchronization and replication of files, queries relating to individual email deliveries, queries related to changes in configuration that are not related to email flow.

6. Response and Resolution Times

Support Option	Support Case Priority	Response Time	Resolution Time
Priority Support Telephone and email 24x7x365	1	1 hour	All reasonable endeavours to provide a Resolution within 4 hours of Support Case being logged.
	2	6 Working Hours	All reasonable endeavours to provide a Resolution in 8 Working Hours, or future release.
Business Support Telephone and email	1	2 hours	All reasonable endeavours to provide a Resolution within 4 hours of Support Case being logged.
	2	12 Working Hours	All reasonable endeavours to provide a Resolution in 16 Working Hours, or future release.
Standard Support Email only – Working Hours	1	2 hours	All reasonable endeavours to provide a Resolution within four hours of Support Case being logged.
	2	12 Working Hours	All reasonable endeavours to provide a Resolution in 16 Working Hours, or future release.

7. In no event shall Mimecast be responsible for any performance failures or delays by Mimecast or for any failure of the Services to perform in accordance with the requirements of this Agreement to the extent such failures or delays are caused by (i) equipment, software, systems, services or data not provided by Mimecast, or (ii) acts or omissions of Customer (including Permitted Users) that violate the terms of this Agreement.

8. Exclusions. Mimecast's obligation to provide Services under this Agreement is contingent upon proper use of the Services by Customer. Mimecast shall be under no obligation to provide services hereunder should such services be required due to improper installation or operation; misuse, abuse or negligent use, repair, or alteration of the Services. Mimecast reserves the right to charge Customer for services performed by Mimecast in connection with reported faults which are later determined to be caused by the operator error, equipment malfunction, software not supplied by Mimecast.

9. Acknowledgement of Use of Personal Data. By subscribing to Mimecast Technical Support Services, Customer recognizes that Mimecast will require Customer to supply certain personal data (such as names, telephone numbers, e-mail addresses) in order for Mimecast to provide Mimecast Technical Support and to keep Customer updated. By providing such personal data, Customer consents to Mimecast using this personal data for the purposes described in this Agreement. Customer acknowledges that Mimecast is a global organisation, and such personal data may be accessible on a global basis to enable Mimecast to provide Customer Technical Support.

10. Mimecast may from time to time upgrade and/or enhance the Services, which may require the cessation or interruption of the Services. Mimecast shall use reasonable endeavours to avoid doing so during the hours of 8:00am to 8:00pm UK time on business days in the United Kingdom. Where Mimecast is required to undertake emergency maintenance which is necessary to safeguard the Services and/or any systems on which it operates then it may do so at any time but nonetheless shall endeavour to provide as much advance warning as it reasonably can to Customer.