

## CYBER SECURITY – SERVICE DESCRIPTION

### Security Awareness Training (“SAT”)

This document (“**SAT Service Description**”) contains the terms governing the provision of Security Awareness Training Services (“SAT Services”) by Interactive Pty Ltd (ABN: 17 088 952 023) of 461 Williamstown Road, Port Melbourne Vic 3207 (“**Interactive**”) to the customer named in the CMS SOW that applies to this SAT Service Description (“**Customer**”).

This SAT Service Description forms part of the Agreement, also containing the Cyber Security Service Terms (found at <https://www.interactive.com.au/terms-and-conditions>) and the Master Services Agreement.

#### 1 SAT Services

- 1.1 The SAT Services aim to strengthen the Customer’s existing security controls by educating Users and testing the Users’ awareness through phishing campaigns.
- 1.2 Interactive will:
  - (a) provide access to the Security Awareness Training portal within the Cloud Platform where the Customer can access available security awareness tools and reports;
  - (b) provide up to 14 online training videos per year that will be scheduled up to 12 months in advance;
  - (c) perform quarterly phishing campaigns;
  - (d) provide monthly reporting on the metrics of the phishing campaigns; and
  - (e) provide quarterly phishing campaign reports.

#### 2 Onboarding

- 2.1 Interactive will on-board the SAT Services as follows:
  - (a) Interactive will:
    - (i) train up to three selected Users in the use of the security awareness tools to enable them to train others in the use of the tools.
    - (ii) organise a pre-engagement meeting with the Customer to:
      - A. define project timelines;
      - B. define roles and responsibilities; and
      - C. identify the test Users (not more than three Users).

- (iii) provision the Customer tenancy in the Cloud Platform and sync with Customer's Active Directory.
  - (iv) define a configuration policy using best practice and Customer requirements, which will be used in the implementation of the Service.
  - (v) configure the Security Awareness Training portal within the Cloud Platform which includes creating Customer specific:
    - A. brand templates.
    - B. training email templates; and
    - C. phishing email templates.
  - (vi) provide access to the identified test Users.
  - (vii) test the end-to-end process with the test Users.
- 2.2 After completion of the activities in item 2.1 Interactive will:
- (a) Configure training schedules within the Cloud Platform; and
  - (b) Conduct phishing campaigns.
- 2.3 The Service Start Date is the date that Interactive completes the activities in item 2.2.

### 3 Support

- 3.1 Interactive will provide Level 1 and Level 2 support (as defined at [www.mimecast.com/partnersupport](http://www.mimecast.com/partnersupport)) via telephone and will manage all Level 3 support with the Cloud Platform Vendor.

### 4 Reporting

- 4.1 Interactive will provide the following reports:
- (a) a quarterly phishing campaign report; and
  - (b) a monthly report that includes metrics on the number of Users that have completed the training videos.

### 5 Exclusions

- 5.1 Interactive is not required to:
- (a) manage the Customer's Email Threat Protection (ETP) Services unless the Customer has separately purchased ETP from Interactive;
  - (b) manage the Customer's email platform, including:
    - (i) Office 365;
    - (ii) Microsoft Exchange;
    - (iii) Gmail; and
    - (iv) Sendmail;

- (c) action any alerts arising from data loss prevention events, except to notify the Customer that the event occurred; or
- (d) notify the Customer that emails have been blocked or perform any actions with respect to those emails.

5.2 The Customer acknowledges that Interactive does not guarantee that the Users will complete the training or that the Users completion of the training will mitigate all cyber incidents.

## 6 Security Awareness Training Services Pricing

6.1 The Service Fees for the SAT Services are based on the quantity of Users specified in the CMS SOW and the Customer will pay the Service Fee from the Service Start Date.

6.2 The Customer will pay the Implementation Fee in accordance with the terms set out in the CMS SOW.

6.3 The Customer may request to add Users by making a Service Request and providing relevant details of the User. Interactive will add the Users and the Customer will be charged for the addition pro-rata from the date it is added.

## 7 Licensing

7.1 The Customer agrees to, and must comply with, the Cloud Platform Vendor Terms, with it being deemed that the Customer is also the Customer as defined in the Cloud Platform Vendor Terms. The Customer agrees and acknowledges that the Cloud Platform Vendor Terms may be updated or replaced from time to time without notice, and the Customer must comply with those terms as they are updated.

7.2 The Customer agrees and acknowledges that Interactive is not liable for any failure of the Cloud Platform (including if the Cloud Platform is unavailable), or for any failure to provide SAT Services, to the extent the failure is caused or contributed to by the Cloud Platform or the Cloud Platform Vendor. Interactive's sole liability for such a failure is to pass on any rebate or credit in accordance with item 8.2.

7.3 In this item 7, the following definitions apply:

- (a) **Customer Data** means the data generated through Customer's use of the SAT Services, including the contents of the files and emails sent by or to Permitted Users.
- (b) **Personal Data** means the Customer Data generated through Customer's use of the SAT Services that relates to an identified or identifiable natural person.

7.4 The Cloud Platform Vendor acknowledges that the Cloud Platform Vendor has no right, title or interest in or to Customer Data. With respect to any Personal Data contained in Customer Data, as required in the GDPR, Interactive acts as **Data Processor** and the Cloud Platform Vendor acts as **Sub-processor**. The Cloud Platform Vendor will process any Personal Data contained in Customer Data in accordance with the terms set out in the Data Processing Agreement set out in Appendix 1 of this SAT Service Description, which are hereby incorporated into the Agreement.

- 7.5 The Cloud Platform Vendor will use and process the Personal Data solely in accordance with Interactive's Instructions (as that term is defined in the Data Processing Agreement set out Appendix 1 of this SAT Service Description) and any Instructions received directly from the Customer during the Individual Term. The Instructions are embodied in the agreement and applicable order between Interactive and the Cloud Platform Vendor, any Data Processing Agreement between the Cloud Platform Vendor and Interactive or the Cloud Platform Vendor and Customer, and as may be additionally agreed between the parties. Instructions may also be provided via the console for the SAT Services. Where permitted by applicable law, the Cloud Platform Vendor may process Customer Data to countries or jurisdictions outside of the country where it was collected, including to the United States. The Customer consents to such processing and transfer of Personal Data, including international transfers, and warrants that each Permitted User consents to such processing and transfer of Personal Data, including international transfers. If the Customer and Interactive are parties to an agreement that restricts the international transfer of Personal Data, the Customer's consent in this item applies notwithstanding that restriction.
- 7.6 The Customer and Interactive must enter into the Data Processing Agreement set out in Appendix 1 of this SAT Service Description.
- 7.7 Notwithstanding any provision herein to the contrary, the Cloud Platform Vendor owns both: (i) the aggregated data derived from the SAT Services as aggregated with usage data from the Cloud Platform Vendor's other customers, including, without limitation, utilisation statistics, reports, logs and information regarding spam, viruses or other malware processed by the SAT Services ("**Aggregated Data**"); and (ii) all data identified through the SAT Services as malicious, such as data which may perpetuate data breaches, malware infections, cyberattacks or other threat activity ("**Threat Data**"). Neither Aggregated Data nor Threat Data will include any Personal Data, nor shall the Customer or any individual be identifiable via the Aggregated Data nor Threat Data. The Customer agrees that the Cloud Platform Vendor may process Aggregated Data or Threat Data for its business purposes and share Aggregated Data or Threat Data with third-parties.

## 8 Service Levels

### SAT SERVICES AND CLOUD PLATFORM SERVICE LEVELS

- 8.1 The Mimecast Service Levels apply to the SAT Services and the Cloud Platform.
- 8.2 If a rebate or service credit is available under the Mimecast Service Levels, the Customer may request Interactive apply to the Cloud Platform Vendor for the rebate or credit. The Customer must comply with the Mimecast Service Levels and Cloud Platform Vendor Terms when making the request to Interactive, including in respect of any time frames. If a rebate or credit is available to a Customer in respect of the Mimecast Service Levels, Interactive is only required to pass on the rebate made available by the Cloud Platform Vendor.

### SUPPORT SERVICE LEVELS

- 8.3 The following Response Time, Update Target and Resolution Target Service Levels apply to SAT Incidents. The target times for each Service Level are calculated from the time the Customer contacts Interactive in accordance with this item:

PRIORITY LEVEL	RESPONSE TIME	UPDATE TARGET	RESOLUTION TARGET
1 -Critical	30 min	Hourly	4 hours
2- High	1 hour	2 hours	8 hours
3- Medium	2 Business Hours	1 Business Day	3 Business Days
4- Low	3 Business Hours	2 Business Day	4 Business Days
5- Service Request	4 Business Hours	3 Business Days	5 Business Days

- 8.4 A SAT Incident may be Restored via temporary measures and permanent remediation is to be performed under problem management and is not part of Restoration.
- 8.5 Severity 1 and Severity 2 SAT Incidents must be logged by telephone only. Severity 3 and Severity 4 SAT Incidents may be logged by telephone or email.
- 8.6 Callers to the Service Desk must define the level of urgency of the SAT Incident in accordance with Table 1 and define the impact of the SAT Incident in accordance with Table 2. The Service Desk will determine the severity of any reported SAT Incident based upon the Customer's impact assessment having regard to the urgency and impact definitions.
- 8.7 Where there is doubt regarding impact to a significant number of Users or a few Users, the initial impact assessment will be conservative by classifying the SAT Incident at the next highest level. SAT Incident or problem severity level classification may be changed later with a valid reassessment.
- 8.8 Where the assessed severity does not reflect a caller's requirements, the call shall be escalated to the contract representative of Interactive, rather than assigning a higher severity.
- 8.9 Upon receiving advice of the severity and impact of the SAT Incident Interactive will allocate a severity level in accordance with Table 3.
- 8.10 Interactive will use commercially reasonable endeavours to provide the SAT Services in accordance with the Support Service Levels, but a Failure is not deemed a breach of the Agreement.
- 8.11 Interactive is not liable for any Failures caused or contributed to by:
- (a) the Customer, its contractors or representatives;
  - (b) a Force Majeure event;
  - (c) any circumstances set out in in the Mimecast Service Levels where the Mimecast Service Levels will not apply; or
  - (d) any Third Party Fault.

**URGENCY DEFINITIONS**

Table 1. URGENCY			
Critical	High	Medium	Low
Critical business function impacted.	Important business function is impacted.	Administration activities impacted.	Business function continues.

**IMPACT DEFINITIONS**

Table 2. IMPACT			
Critical	High	Medium	Low
All Customer Users are affected.	All business unit or department Users are affected.	All team Users are affected.	Only an individual is affected.

**SEVERITY DEFINITIONS**

Table 3. SEVERITY					
		IMPACT			
		Critical	High	Medium	Low
URGENCY	Critical	SEV 1	SEV 2	SEV 2	SEV 3
	High	SEV 1	SEV 2	SEV 3	SEV 4
	Medium	n/a	SEV 3	SEV 4	SEV 4
	Low	n/a	SEV 4	SEV 4	SEV 4

**9 Definitions**

9.1 The following definitions apply to this SAT Service Description:

**Cloud Platform** refers to the distributed platform used to provide the SAT Services.

**Cloud Platform Vendor** means the person or entity providing the Cloud Platform, which may be Interactive, or a third party engaged by Interactive.

**Cloud Platform Vendor Terms** mean the general terms and service level documents found at the following URL, or such other URL as may be used from time to time: <https://www.mimecast.com/contracts>

**Failure** means where Interactive fails to achieve a Support Service Level in any given month other than where it is attributed to any excused event referred to in item 8.11.

**GDPR means** the General Data Protection Regulation (EU) 2016/679 (GDPR).

**Mimecast Service Levels** means the service levels as described at [www.mimecast.com/partnersupport](http://www.mimecast.com/partnersupport).

**Permitted User** means each User of the SAT Services, up to the number of Users specified in the CMS SOW.

**Restoration/Restored**, in relation to a SAT Incident, means the return to correct operability, which may be achieved by temporary measures.

**SAT Incident** means an unplanned interruption to the standard operation of the SAT Services that disrupts the quality of the SAT Services to the extent the interruption is classified as part of Level 1 or Level 2 support (as defined in [www.mimecast.com/partnersupport](http://www.mimecast.com/partnersupport)).

**SAT Services** means the security awareness training services set out in this SAT Service Description.

**Service Levels** means the Mimecast Service Levels and the Support Service Levels.

**Service Request** means a request from the Customer for information, advice or change.

**Support Service Level** means the response time, update time and restoration target service levels set out in item 8.

**Third Party Fault** means an SAT Incident affecting the SAT Services or the Cloud Platform where:

- (a) the root cause is solely or partly the responsibility of a third party (such as the Cloud Platform Vendor);
- (b) the SAT Incident is caused by an issue with the Cloud Platform and the Cloud Platform Vendor has not issued a patch or other fix to remedy the SAT Incident; or
- (c) the SAT Incident is caused by a new or undocumented issue that is inherent in the SAT Services or Cloud Platform.

**User** means a single user of the Cloud Platform and **Users** means all of them.

## Appendix 1 Data Processing Agreement (Customer to Interactive)

This data processing agreement is between Interactive Pty Ltd (the “**Data Processor**”) and the Data Controller(s) (as defined below) and incorporates the terms and conditions set out in this Appendix and its Schedules (the “**DPA**”).

Each Data Controller has appointed Data Processor to provide services to the Data Controller(s). As a result of its providing such services to the Data Controller(s), Data Processor will store and process certain personal information of the Data Controller(s), in each case as described in further detail in Schedule 1 (*Processing Details*).

The DPA is being put in place to ensure that Data Processor processes each Data Controller’s personal data on the Data Controller’s instructions and in compliance with applicable data privacy laws.

The DPA only applies to SAT Services and any Personal Data Processed in the performance of the SAT Services.

The Parties to this DPA hereby agree to be bound by the terms and conditions in the attached Schedules as applicable with effect from the date of the CMS SOW (the “**Effective Date**”).

This DPA may be executed in any number of counterparts, each of which is an original and all of which evidence the same agreement between the parties.

Accepted and agreed to the last day the CMS SOW is signed by both parties by Interactive (the “**Data Processor**”) and the Customer (the “**Data Controller**”).



## 1.1 Definitions

Capitalised terms not defined in this DPA are given the meaning as defined in the agreement for the provision of SAT Services.

**"Affiliates"** means an entity that controls, is directly or indirectly controlled by, or is under common control of the relevant party;

**"Aggregated Data"** means the aggregated data derived from the Services as aggregated with usage data from Data Processor's other customers, including, without limitation, utilization statistics, reports, logs and information regarding spam, viruses or other malware processed by the Services;

**"Applicable Law"** means any laws or regulations relating to the protection of Personal Data applicable in the jurisdiction in which the Personal Data is hosted. Where GDPR applies, this definition is extended to include the laws of the Data Controller's Member State which implements the Directive and the e-Privacy Directive, and the GDPR and the e-Privacy Regulation and any national laws implementing the same, in each case once they take effect;

**"Data Subject"** means the identified or identifiable living individuals who are the subject of the Personal Data;

**"Data Subject Access Request"** refers to a request from a Data Subject in accordance with Chapter 3 of GDPR;

**"Directive"** means Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995;

**"e-Privacy Directive"** means Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002;

**"e-Privacy Regulation"** means the final text of the regulation that will replace the e-Privacy Directive;

**"Instructions"** are embodied in this DPA including this Data Processing Appendix, the applicable Service Order and as may be additionally agreed between the parties.

**"Personal Data"** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person processed by Data Controller in connection with the performance of the Services;

**"Process", "Processed" or "Processing"** means any operation or set of operations that is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

**"Regulator"** means the data protection supervisory authority that has jurisdiction over Data Controller's Processing of Personal Data;

**"Standard Contractual Clauses"** means any clauses for the transfer of personal Data to processors in Third Countries approved by the EU Commission in Commission Decision 2010/87/EU, dated 5<sup>th</sup> February 2010 a signed copy of which is set out at: <https://www.mimecast.com/company/mimecast-trust-center/>

**"Third-Party Subcontractors"** means the third-party subcontractors used for the SAT Service set out at: <https://www.mimecast.com/company/mimecast-trust-center/>

**“Third Country(ies)”** means countries outside of the scope of the data protection laws of the European Economic Area, excluding countries approved as providing adequate protection for Personal Data by the European Commission from time-to-time;

**“Threat Data”** means all data identified through the Services as malicious, such as data which may perpetuate data breaches, malware infections, cyberattacks or other threat activity.

- 1.2 **Instructions.** Data Processor shall only process Personal Data on behalf of Data Controller in accordance with and for the purposes set out in the Instructions.
- 1.3 Each party shall comply with the obligations applicable to that party under Applicable Law.
- 1.4 Data Processor shall inform Data Controller if, in Data Processor’s opinion: (i) Data Processor cannot comply with Applicable Law; or (ii) Data Controller’s Instructions violate Applicable Law.
- 1.5 Data Controller represents and warrants that:
  - (a) Data Controller’s use of the Services and the Instructions provided do not contravene Applicable Law; and
  - (b) it has complied and continues to comply with Applicable Law, in particular that it has obtained any necessary consents and/or given any necessary notices, and otherwise has the right to disclose the Personal Data to Data Processor and enable the processing set out in these Data Processing Clauses and as contemplated by the provision of the Services; and
  - (c) it has assessed the requirements of the Applicable Law as they apply to the Data Controller with regards to Personal Data and finds that the security measures specified on the Trust Centre are adequate to meet those requirements. Furthermore, it will ensure compliance with those security measures to the extent such compliance is required of the Data Controller; and
  - (d) where processing hereunder includes, or may include special categories of Personal Data, it has complied and continues to comply with requirements of Applicable Law to notify Data Subjects of the processing and, where relevant, obtain any consents or otherwise have the right to enable the Processing of the special categories of Personal Data.
- 1.6 **Technical and organisational security requirements.** Data Processor shall implement and maintain technical and organisational security measures before Processing Personal Data and shall continue to comply with such technical and organizational security measures as a minimum standard of security during the Service Term.
- 1.7 **Notification of Data Breach.** Data Processor shall notify Data Controller without undue delay of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Data Controller’s Personal Data or any accidental or unauthorised access or any other event affecting the integrity, availability or confidentiality of Data Controller’s Personal Data.
- 1.8 **Audit Rights.** Data Processor shall provide reasonable assistance in response to inquiries from Data Controller or its Regulator relating to Data Processor’s Processing of Data Controller’s Personal Data.
  - 1.8.1 Data Processor shall, upon written request from Data Controller, provide Data Controller with information reasonably necessary to demonstrate compliance with the obligations set forth in this DPA. This information shall consist of permitting examination of the most recent reports, certificates and/or extracts prepared by an independent auditor pursuant to Data Processor’s ISO27001 or similarly held industry certification.

1.8.2 In the event the information provided in accordance with Section 1.8.1 above is insufficient to reasonably demonstrate compliance, Data Processor shall permit Data Controller to inspect or audit the technical and organisational measures of the Data Processor for the purposes of monitoring compliance with Data Processor's obligations under this DPA. Any such inspection shall be:

- (a) at Data Controller's expense;
- (a) limited in scope to matters specific to Data Controller;
- (b) agreed in advance between the parties in writing;
- (c) conducted in a way which does not interfere with the Data Processor's day-to-day business;
- (d) during local business hours as specified by Data Processor and, upon not less than twenty business days advance written notice unless, in the Data Controller's reasonable belief an identifiable, material non-conformance has arisen;
- (e) subject to the confidentiality obligations in the Agreement or, where a third-party auditor conducts the audit, such third-party auditor must be a professional bound by a duty of confidentiality or subject to a suitable non-disclosure agreement; and

1.8.3 For the avoidance of doubt, the provisions of Section 1.8 shall also apply to the audit provisions of any Standard Contractual Clauses entered into in accordance this DPA.

1.9 **Assistance from Processor.** Data Processor will provide reasonable assistance to Data Controller in complying with any Data Subject Access Requests or requests received by Data Controller from Regulators that occur in accordance with Applicable Law.

1.9.1 If Data Processor receives a Data Subject Access Request, Data Processor will refer the Data Subject to Data Controller, unless otherwise required by Applicable Law. In the event Data Processor is legally required to respond to the Data Subject, Data Controller will fully co-operate with Data Processor as appropriate. Data Controller agrees that provision of technical tools to enable Data Controller to take the necessary action to comply with such request/s shall be sufficient to discharge Data Processor's obligations of assistance hereunder.

1.9.2 Data Controller will reimburse all reasonable costs incurred by Data Processor as a result of reasonable assistance provided by Data Processor under this Section 1.9.

1.10 **Transfer.** Data Controller acknowledges and agrees that Data Processor may, in the course of providing the Services, process, access and/or store (or permit any affiliate or Third-Party Subcontractor to Process, access and/or store) the Data Controller's Personal Data in one or more Third Countries, provided that such Processing takes place in accordance with the requirements of Applicable Law. In such case, the Data Processor shall, as applicable (i) comply with (or procure that any affiliate or Third-Party Subcontractor comply with) the data importer obligations in the Standard Contractual Clauses; or (ii) confirm that the recipient of the Personal Data has the necessary certification under the Privacy Shield Programme. The Data Controller hereby grants the Data Processor a mandate to enter into the Standard Contractual Clauses with Third-Party Subcontractor it appoints on behalf of Data Controller.

- 1.11 **Changes in Applicable Law.** The parties agree to negotiate in good faith modifications to this DPA if changes are required for Data Processor to continue to process the Data Controller's Personal Data in compliance with Applicable Law including (i) GDPR; (ii) the Standard Contractual Clauses; or (iii) if changes to the membership status of a country in the European Union or the European Economic Area require such modification.
- 1.12 **Subcontractors.** Data Controller hereby consents to Data Processor's use of Third-Party Subcontractors to perform Services. Data Processor agrees that it has a written agreement in place with all Third-Party subcontractors that contains obligations on the Third-Party Subcontractor that are no less onerous on the relevant Third-Party Subcontractor than the obligations on Data Processor under this DPA in respect of the specific Services provided by the Third-Party Subcontractor.
- (a) If Data Processor appoints a new Third-Party Subcontractor or intends to make any changes concerning the addition or replacement of the Third-Party Subcontractors, it shall provide the Data Controller with reasonable advance written notice. For the purposes of this Section 1.12, notice may be provided electronically, including but not limited to posting on the Mimecast administrative console for the Services or via a notice on the Trust Center <https://www.mimecast.com/company/mimecast-trust-center/> and/or in a newsletter sent to Data Controller.
- (b) If Data Controller objects to the appointment or replacement of Third-Party Subcontractor in writing within ten (10) days after Data Processor's advanced written notice of a new Third-Party Subcontractor, Data Processor may, at its option, suggest a commercially reasonable change to Data Controller's use of the Services so that the relevant Third-Party Subcontractor is not used in terms of the Service(s) procured.
- (c) If Data Processor is unable to enact such change within a reasonable period of time, Data Controller may, upon no less than twenty (20) days' written notice from the date of notification by Data Processor, terminate those Services which cannot be provided without the use of the relevant Subcontractor. Termination of any Service Order under this Section 1.12 shall entitle the Data Controller to receive a pro-rata refund of any unused portion of the fees paid in advance. For the avoidance of doubt, termination under this Section 1.12 shall not entitle Data Processor to any refund of fees paid for the period up to the effective date of termination.
- 1.13 **Confidentiality.**
- (a) These confidentiality provisions shall apply equally to this DPA and where applicable the Standard Contractual Clauses pursuant to Clause 6 herein.
- (b) Each party (the "Recipient") undertakes to the other party (the "Discloser") to: (i) hold all Personal Data of the Discloser which it obtains in relation to this DPA, in strict confidence; and (ii) ensure that employees, agents, officers, consultants, sub-processors, subcontractors, and advisers authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 1.14 **Return or deletion of personal data on termination.** Upon termination of the DPA Data Processor shall:
- (a) at Data Controller's request, delete all Personal Data Processed on behalf of the Data Controller, unless Applicable Law requires it to be retained; or

- (b) assist Data Controller with return to the Data Controller of the Personal Data and any copies thereof which it is Processing or has Processed upon behalf of that Data Controller. The Data Controller acknowledges and agrees that the nature of the Services mean that the Data Controller may extract a copy of the Personal Data at any time during the term of the DPA and providing the tools to allow Data Controller to do so shall be sufficient to show Data Processor has complied with this Section 1.14. If Data Controller requires the Data Processor to extract the Personal Data on its behalf, the Data Controller must provide the Data Processor with written instructions to that effect and engage Data Processor in a professional services project, which shall be subject to additional fees and
- (c) in either case, cease Processing Personal Data on behalf of the Data Controller.

1.15 **Aggregated Data and Threat Data.** Notwithstanding any provision herein to the contrary, Mimecast owns both: (i) the aggregated data derived from the services as aggregated with usage data from Mimecast's other customers, including, without limitation, utilization statistics, reports, logs and information regarding spam, viruses or other malware processed by the Services ("**Aggregated Data**"); and (ii) all data identified through the services as malicious, such as data which may perpetuate data breaches, malware infections, cyberattacks or other threat activity ("**Threat Data**"). Neither Aggregated Data nor Threat Data will include any Personal Data. Partner agrees Mimecast may process Aggregated Data or Threat Data for its business purposes and share Aggregated Data or Threat Data with third-parties.

1.16 **Limitations.** The parties agree that Affiliates of the Data Controller and/or Third-Party Sub-processors Processing Personal Data hereunder, shall be bound by data protection obligations no less protective than the data protection obligations as specified in this DPA and any Standard Contractual Clauses entered into pursuant to this DPA. It is further agreed that the aggregate liability of the Data Processor, its Affiliates and third-party sub-processors under this DPA and any Standard Contractual Clauses entered into pursuant to this DPA, will be limited to an amount equal to the greater of: (i) USD \$100,000 (or the equivalent in the currency of the applicable hosting jurisdiction at the time the claim arose) or (ii) two times the fees paid by Data Controller to Data Processor for the applicable Services during the twelve months preceding the event giving rise to the claim. Data Controller shall not be entitled to recover more than once in respect of the same claim.

1.17 **Satisfaction of claim.** In the event of any claim by the Data Controller against any Affiliate of the Data Processor under the Standard Contractual Clauses, the Data Controller shall accept payment from the Data Processor or entity with whom the Data Controller entered into the DPA, on behalf of the relevant Affiliate of the Data Controller in satisfaction of such claim.

**Schedule 1 to the DPA****Processing Details****Duration of the processing**

*The Personal Data Processed by Data Controller will be processed for the duration of the DPA.*

**Data subjects**

The Personal Data transferred concern the following categories of Data Subjects:

*Employees, freelancers and contractors of the Data Controller;*

*Permitted Users and other participants from time-to-time to whom the Data Controller has granted the right to access the Services in accordance with the DPA;*

*End user customers of Customers and individuals with whom those end users customers communicate with by email and/or instant messaging;*

*Service providers of the Data Controller.*

*Other individuals to the extent identifiable in the content of emails or their attachments or in archiving content.*

**Categories of data**

The personal data transferred concern the following categories of data:

*Personal details, names, user names, passwords, email addresses of Permitted Users*

*Personal data derived from the Permitted Users use of the Services such as records and business intelligence information.*

*Personal data within email and messaging content which identifies or may reasonably be used to identify, Data Subjects.*

*Meta data including sent, to, from, date, time, subject, which may include personal data.*

**Special categories of data (if appropriate)**

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

*No sensitive data or special categories of data are intended to be transferred but may be contained in the content of or attachments to email.*

**Processing operations**

The personal data transferred will be subject to the following basic processing activities:

*Personal Data will be processed to the extent necessary to provide Services in accordance with this DPA and Data Controller's Instructions.*

*The Sub-Processor processes Personal Data only on behalf of the Data Controller.*

*Technical support, Issue diagnosis and error correction to ensure the efficient and proper running of the systems and to identify, analyse and resolve technical issues both generally in the provision of the Services and specifically in answer to a customer query. This operation relates to all aspects of personal information processed but will be limited to metadata where possible by the nature of any request.*

*Virus, anti-spam and Malware checking in accordance with the Services provided. This operation relates to all aspects of Personal Data processed.*

*URL scanning for the purposes of the provision of targeted threat protection and similar service which may be provided under the Agreement. This operation relates to attachments and links in emails and will relate to any personal information within those attachments or links which could include all categories of personal information.*

**Schedule 2 to the DPA**

**Third-party subcontractors**

Data Processor shall maintain a list of Third-Party Subcontractors at: <https://www.mimecast.com/company/mimecast-trust-center/>