Appendix 1

Brand Exploit Protect Services

Defined terms used in this 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 Brand Exploit Protect Services.

This appendix governs the use of the Brand Exploit Protect Services as described further in the Order Form (the "**BEP Services**") and is an appendix to and forms part of the Terms and Conditions. The BEP 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.   Provision of Service:

1.1   The BEP Services including all support and maintenance are provided by Mimecast.

1.2   The BEP Services are designed to protect Customer's domains (each, a "**Domain**") from illegitimate use by a third-party to create and/or register an imposter website.

2.   Takedowns:

2.1   Customer must via Partner, identify each Domain to be protected in writing to Mimecast up to the maximum number of Domains listed on the applicable Order Form.   It is the Customer's responsibility to inform Sure of any additional Domains to be protected. Additional Domains may be subject to additional fees.

2.2   Customer acknowledges and agrees that Mimecast will monitor for replications of Customer's Domains, and in the event of a discovered Domain replication either Sure or Mimecast will seek written confirmation from Customer Sure that a discovered Domain is illegitimate and unauthorized by the Customer. With such written confirmation from Customer, Mimecast will report the imposter Domain to third party blocking sites and approach third-party registrars to request that the imposter Domain be disabled or blocked (each, a "**Takedown**"). Takedowns are treated as the Professional Services referenced in the Agreement and are limited to the number listed on the Order Form.

2.3   Customer warrants and represents that it has obtained all necessary consents to provide instructions and/or assurances that Customer has the right to each Domain and authority to issue instructions with regard to Takedowns. In addition to the indemnification obligations contained in the Terms and Conditions, the Customer will defend, indemnify and hold harmless Sure, its officers, directors, employees and consultants against any third-party claim, suit, proceeding or regulatory action arising from any action undertaken by Sure or Mimecast against any third-party at the Customer's direction relating to the BEP Services, including but not limited to instructions relating to Takedowns and Domain Blocks.

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3.   **Web Scraping Tracker:**

3.1   The subscription fee for the BEP Services includes a limited, non-exclusive, non-transferable usage license to a script that Customer may add to each Domain for Customer's internal business purposes only during a Term (each, a "**Web Scraping Tracker**"). Customer is solely responsible for deploying the Web Scraping Tracker to Customer's website code.

3.2   Customer's rights are limited to those specifically granted to Customer herein. The Customer acknowledges that Mimecast reserves all right, title, interest and ownership of the Web Scraping Tracker and the Customer shall gain no right, title, interest or ownership in the Web Scraping Tracker as a result of the Contract or the provision of the Services.

4.   **Restrictions:**

4.1   The Customer will not: (a) use the BEP Services in any manner that violates any applicable law or regulation (including but not limited to where Customer is required to obtain permissions or authorizations to permit Sure to perform its obligations hereunder and/or to permit Mimecast to perform the BEP Services); (b) register any Domain with Mimecast for the BEP Services, unless said Domain is owned or legally controlled by Customer; or (c) engage in any activity that could reasonably be expected to interfere with or disrupt the BEP Services. In addition to any indemnification obligations contained in the Contract, the Customer will hold harmless, defend and indemnify Sure in the event of any third-party claim or regulatory action arising out of Customer's breach (or alleged breach) of this Section 4.1.

5.   **Responsibilities of the Parties:**

5.1   The Customer is solely responsible for the accuracy of all instructions and information provided to Sure in relation to the Services, has authority to issue such instructions and permits Sure to provide such information and/or assurances to Mimecast in order to facilitate the provision of the BEP Services.

5.2   If Mimecast or Sure is prevented from or delayed in the performance of its obligations by any act or omission of Customer that is outside of Sure's or Mimecast's reasonable control, neither Sure nor Mimecast shall not be deemed in breach of its obligations, but only to the extent that the basis for Sure or Mimecast's breach arises directly or indirectly from such prevention or delay.

6   **Data Protection:**

6.1   In this Clause 6, the terms "Process", and "Processing" shall be understood in their meanings as assigned by the applicable Data Protection Laws.

6.2   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.

6.3   Clause 7 below sets out the scope of the processing carried out by Sure in relation to the Relevant Data.

6.4   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 available upon request from Sure.

6.5   The parties warrant that they will duly observe all its obligations under the applicable Data Protection Laws.

6.6   Without limiting Clause 6.1 and notwithstanding Clause 6.4, the following Clauses sets out Sure's obligations in respect of the Relevant Data (the "**Relevant Data**"):

6.6.1   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;

6.6.2   Details of the processing of the Relevant Data by Sure is set out in paragraph 7 below;

6.6.3   Sure will acquire no rights or interest in the Relevant Data and will return such Relevant Data to the Customer on demand;

6.6.4   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;

6.6.5   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;

6.6.6   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 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;

6.6.7   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;

6.6.8   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;

6.6.9   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:

6.6.9.1 the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and

6.6.9.2 the nature of the Relevant Data to be protected.

6.7   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 6.6.9.

6.8   Sure shall make available to the Customer and its third-party representatives, all information necessary to demonstrate compliance with its obligations in this Clause 6 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.

6.9   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.

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

6.11   If Sure:

6.11.1 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;

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

6.11.3 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.

7   Details of Relevant Data:

7.1   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 BEP Service.

7.2   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.

7.3   Nature of Processing:

Relevant Data will be processed to the extent necessary to provide the BEP Service 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.

7.4   Business Purposes:

In order to provide the BEP Service Sure has contracted to provide including billing of the BEP Service.

7.5   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.

Names and contact details of individuals contacting sure in relation to the product.

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

Sure is ISO27001 certified.

8   Support:

8.1   Customer acknowledges and agrees that, while providing the BEP Services to Customer, it may be necessary for Mimecast to access Customer's account (including any data stored therein) to respond to technical problems or Customer queries and to ensure the proper working of the BEP Services; such access may originate from any jurisdiction where Mimecast maintains support personnel. A list of the locations from which Support is provided and Mimecast's certifications, attestations and assessments are posted to https://www.mimecast.com/company/mimecast-trust-center/ .

9   Intellectual Property Claims

9.1   The Customer shall have no right to claim under the indemnity in clause 7.1 of the Terms and Conditions to the extent that any claim results from the combination of the BEP Services with third-party products, services, data or business processes by Customer or from instructions, content or information supplied by Customer.

9.2   Customer will defend, indemnify and hold harmless Sure, its officers, directors, employees and consultants against any third-party claim, suit, proceeding or regulatory action arising from any action undertaken by Sure and/or Mimecast against any third-party at Customer's direction in pursuit of the activities relating to the BEP Services, including but not limited to Takedowns and Domain Blocks.

10   Warranty Disclaimer for the BEP Service:

WITHOUT LIMITING SURE'S EXPRESS OBLIGATIONS UNDER THIS CONTRACT, ALL GUARANTEES, CONDITIONS, WARRANTIES AND REPRESENTATIONS, IMPLIED, STATUTORY OR OTHERWISE CONCERNING ANY SERVICES, SOFTWARE, DOCUMENTATION OR MATERIALS PROVIDED UNDER THIS CONTRACT ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO, THOSE IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE BEP SERVICES DO NOT QUALIFY AS LEGAL OR EXPERT ADVICE. CUSTOMER SHOULD CONSIDER WHETHER THE SERVICES ARE APPROPRIATE FOR CUSTOMER'S NEEDS, AND WHERE APPROPRIATE, SEEK LEGAL OR EXPERT ADVICE. SURE DOES NOT REPRESENT THAT THE SERVICES OR THE PROFESSIONAL SERVICES WILL ACHIEVE INTENDED RESULTS, BE UNINTERRUPTED OR ERROR FREE OR MEET CUSTOMER'S REQUIREMENTS. FURTHER, USE OF THE WEB SCRAPING TRACKER IS AT CUSTOMER'S DISCRETION AND RISK AND CUSTOMER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY DOMAIN CAUSED BY THE WEB SCRAPING TRACKER.

11   Trials

If Customer has subscribed to the trial version of the BEP Services for a one-month Trial Period, then the BEP Services shall not be eligible for renewal following expiration of the Trial Period (notwithstanding any provision to the contrary in the Contract). Should Customer wish to continue use of the BEP Services following expiration of the Trial Period, a full subscription to the BEP Services will be required. No additional Takedowns may be purchased during the Trial Period and the single included Takedown shall expire at the end of the Trial Period. "Trial Period" means a one-Takedown/ one-month term or any other term which is less than 12 months and described in the Order Form as a trial.