

SERVICE SPECIFIC TERMS / SECURITY

Email Security: Mimecast

Powered by Mimecast

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These Service Specific Terms form part of your agreement with FirstNet Technology Services (Pty) Ltd. Read them with the FirstNet Standard Terms and Conditions (or your signed Master Services Agreement), your Service Schedule and the Data Processing Annexure, all available at www.firstnet.co.za/legal-notices/.

Service Specific Terms for Mimecast email security, archiving and continuity, delivered and managed by FirstNet

1. Status and precedence

- 1.1 These Service Specific Terms ("SST") apply to the Mimecast email security Service that FirstNet Technology Services (Pty) Ltd (registration number 2006/031608/07) ("FirstNet") provides to the Customer using Mimecast's services, including email security, archiving, continuity, awareness training, managed DMARC and other Mimecast modules stated in the Service Schedule.
- 1.2 These SST form part of the agreement between FirstNet and the Customer, which is either the FirstNet Standard Terms and Conditions or the Customer's signed Master Services Agreement with FirstNet (the "Agreement"). They are incorporated into the Agreement by reference and are published at www.firstnet.co.za/legal-notices/.
- 1.3 The Mimecast package or tier, modules, number of Permitted Users, domains, archive retention period, support level, MRC, NRC and Initial Period are set out in the Service Schedule, quote or scope of work accepted by the Customer (the "Service Schedule").
- 1.4 If documents conflict, they apply in this order: (a) the Service Schedule, but only for commercial items it expressly overrides; (b) these SST; (c) the Agreement (including the Data Processing Annexure and the Acceptable Use Policy); (d) the Vendor Terms. Where the Vendor Terms impose a mandatory restriction on how Mimecast's services may be used, the Customer must comply with that restriction.
- 1.5 Words defined in the Agreement have the same meaning in these SST.

2. Definitions

- 2.1 **"Archive"** means the Mimecast email archiving module that stores copies of inbound, outbound and (where journaling is configured) internal email for the retention period in the Service Schedule.
- 2.2 **"Continuity"** means the Mimecast email continuity module that lets Permitted Users send and receive email through Mimecast's interfaces when the Customer's primary mail platform is unavailable.
- 2.3 **"Hosting Jurisdiction"** means the country where Mimecast stores the Customer's data for the Service, as defined in the Mimecast Global Service Agreement.
- 2.4 **"Mail Platform"** means the Customer's primary email system, such as Microsoft 365, Google Workspace, Microsoft Exchange or another SMTP mail server.
- 2.5 **"Permitted User"** means a user or mailbox that the Customer authorises to use the Service, and which counts towards the licensed quantity.
- 2.6 **"Technical Contact"** means a person named by the Customer in writing as authorised to log requests, approve changes and receive notifications for the Service.

3. Service description

- 3.1 What FirstNet provides. FirstNet deploys Mimecast in front of the Customer's Mail Platform and operates it as the Customer's managed service provider. FirstNet:
 - 3.1.1 provisions the Customer's Mimecast account in the Hosting Jurisdiction stated in clause 8.4;
 - 3.1.2 runs a technical workshop and agrees a cut-over plan covering MX records, connectors, directory integration, baseline policies, retention and continuity;
 - 3.1.3 supports the phased MX cut-over, validates mail flow and provides a hyper-care tuning period after cut-over;
 - 3.1.4 maintains and tunes policies (anti-spam, anti-malware, URL and attachment protection, impersonation protection, allow and block lists), and runs quarantine and release workflows;
 - 3.1.5 triages threats and escalates platform issues to Mimecast, so that the Customer does not need to deal with Mimecast directly; and
 - 3.1.6 provides the reporting stated in the Service Schedule.
- 3.2 Tiers and modules. The Service is sold in the Mimecast tiers and modules stated in the Service Schedule, which may include Essentials, Resilience or Complete packages, and optional modules such as Archive (with the retention period stated), Continuity, managed DMARC, awareness training, Brand Exploit Protect, Large File Send and Secure Messaging. A module is included only if it is named in the Service Schedule. Mimecast may change the names and contents of its packages.
- 3.3 What Mimecast provides. Mimecast Services Limited and its affiliates operate the Mimecast cloud platform, its threat intelligence and its data centres, and provide third-level technical support to FirstNet.
- 3.4 What is not included. Unless the Service Schedule says otherwise, the Service does not include:
 - 3.4.1 administration of the Customer's Mail Platform, identities, mailboxes or devices;
 - 3.4.2 endpoint protection, security operations centre (SOC) or managed detection and response services, which are separate Services;
 - 3.4.3 migration or ingestion of legacy archives, which is scoped separately;
 - 3.4.4 legal advice on retention periods, legal holds or eDiscovery, or any guarantee of a compliance outcome; and
 - 3.4.5 a backup of the Mail Platform. An Archive is not a backup of mailboxes and is not a substitute for one.
- 3.5 Related services. These SST cover Mimecast only, including any DMARC module bought as part of a Mimecast package. Managed DMARC on the Sendmarc platform and Sophos Email are covered by the Email Security: DMARC and Sophos Email Service Specific Terms.

4. Vendor Terms

- 4.1 The Service uses Mimecast's services, which are subject to the following Vendor Terms. The Customer accepts them when it orders or first uses the Service:
 - 4.1.1 Mimecast Global Service Agreement (General Terms and Conditions) and the Mimecast Service Schedule, as published at <https://www.mimecast.com/contracts/> (version checked: "ENG v. 01-Sep-2026");
 - 4.1.2 Mimecast Data Processing Addendum, published at <https://trust.mimecast.com/item/data-processing-addendum-datenverarbeitungsvertrag-addendum-relatif-au-traitement-des-donn-es>; and
 - 4.1.3 Mimecast Service Levels and Support Description (for Managed Service Providers), published at <https://www.mimecast.com/contracts/>.
- 4.2 The Mimecast Global Service Agreement allows Mimecast services to be bought through a reseller. Where FirstNet's agreement with Mimecast includes terms that apply to the Customer, they are the Vendor's terms that apply to the Service, as provided or linked by FirstNet. FirstNet may not change Mimecast's terms or make promises on Mimecast's behalf.

- 4.3 Mimecast may change its services, packages and Vendor Terms. FirstNet is not liable for those changes. Where a Mimecast change materially affects the Service, FirstNet will tell the Customer and the change provisions of the Agreement apply.
- 4.4 Mimecast may suspend the Service if needed to protect its systems or if the Customer breaches the Vendor Terms. FirstNet is not liable for that suspension.
- 4.5 Mimecast's service levels for email delivery, spam protection, anti-virus and archive search are set out in the Mimecast Service Levels and Support Description. They are measured and paid by Mimecast to FirstNet. FirstNet will pass on to the Customer any service credit that Mimecast actually grants to FirstNet for the Customer's account, in proportion to the Customer's affected fees. FirstNet does not add its own service level for the Mimecast platform.

5. Customer responsibilities

- 5.1 The Customer must name at least one primary and one back-up Technical Contact and keep their details current. Technical Contacts should complete Mimecast's web-based administrator training for the modules in use.
- 5.2 The Customer must make, or authorise FirstNet to make, the DNS changes needed for the Service, including MX, SPF, DKIM and DMARC records, and must keep control of its domains and DNS. The Customer is responsible for DNS changes it or its DNS provider makes.
- 5.3 The Customer must configure its Mail Platform as FirstNet specifies, including inbound connectors that accept mail only from Mimecast, outbound routing through Mimecast and, where Archive is in scope, journaling.
- 5.4 The Customer must ensure that its mail servers comply with the internet email standards (RFC 5321 and RFC 5322 and their successors) and are not configured as an open relay (a mail server that accepts mail from unknown parties and forwards it to recipients who are not its users).
- 5.5 The Customer must use Mimecast's bulk mail facility, or a dedicated bulk-mail provider, for large external mailings, and must keep usage within Mimecast's reasonable usage allowances (including for Archive and journaling).
- 5.6 The Customer must keep the Permitted User count accurate and tell FirstNet when users are added or removed.
- 5.7 The Customer must comply with the Acceptable Use Policy and the Vendor Terms, and must not use the Service to send spam or unlawful content.

6. Provisioning and lead times

- 6.1 Onboarding follows these steps: confirm scope, mailboxes, domains, Mail Platform and Technical Contacts; technical workshop; documented cut-over plan, baseline policies and DMARC roadmap; provision the Mimecast account and integrations; phased MX cut-over, mail-flow validation and hyper-care tuning; then live support. Complex environments (multiple domains, multi-tenant Microsoft 365 or legacy archive ingestion) receive a dedicated workshop before dates are committed.
- 6.2 Lead times are indicative only. The Service Commencement Date is the date on which mail for the Customer's primary domain flows through Mimecast in production.

7. Service levels and support

- 7.1 Support. The Customer logs incidents and requests through the FirstNet Rapid Response Service Desk, 24 hours a day by portal, email (support@firstnet.co.za) or phone (0861 989 896), as described in the Rapid Response Services Guide published at www.firstnet.co.za/legal-notices/ (currently <https://www.firstnet.co.za/api/media/file/SOP-SVC-RR-001-Rapid-Response-Services-Guide.pdf>). Priorities, first response times and escalation are as set out in that guide. FirstNet provides first- and second-level support and escalates to Mimecast for platform issues.
- 7.2 Platform service levels. The Mimecast platform service levels are those in clause 4.5. They do not apply during trial periods, planned maintenance, force majeure, suspension under the Vendor Terms, or in the other circumstances excluded by Mimecast (for example attachments that cannot be scanned, excessively complex content policies, mail to large external distribution lists, denial-of-service attacks, internet failures outside Mimecast's control, viruses introduced by the Customer, mail servers that do not comply with the email standards, or an open relay).

- 7.3 Maintenance. Mimecast carries out upgrades and maintenance and tries to avoid business hours in the applicable region. Emergency maintenance may happen at any time.
- 7.4 Service credits. FirstNet service credits apply only if the Service Schedule states them, and they are then the Customer's sole financial remedy for the failure concerned. This does not limit the Customer's right to terminate the affected Service for material or repeated breach under the Agreement. To claim a pass-through Mimecast credit, the Customer must give FirstNet details of the failure within 7 (seven) days after the end of the affected month, so that FirstNet can lodge the claim within Mimecast's 14-day window.
- 7.5 False positives and negatives. FirstNet reduces false positives through tuning and quarantine and release workflows. No email security service blocks all malicious email or delivers all legitimate email.

8. Data, privacy and security

- 8.1 Roles. In providing the Service, FirstNet processes Customer Personal Information (email content, attachments, addresses, metadata and archive content) as the Customer's operator under POPIA, and Mimecast processes it as FirstNet's sub-operator. The Customer is the responsible party. The Data Processing Annexure published at www.firstnet.co.za/legal-notices/ applies.
- 8.2 FirstNet will process Customer Personal Information only with the Customer's knowledge or authorisation, for the purpose of providing the Service, and will treat it as confidential. FirstNet will maintain appropriate, reasonable technical and organisational measures as required by section 19 of POPIA.
- 8.3 Security compromises. If FirstNet has reasonable grounds to believe that Customer Personal Information has been accessed or acquired by an unauthorised person, FirstNet will notify the Customer immediately, as required by section 21(2) of POPIA, and give the Customer the information it reasonably needs. The Customer, as responsible party, decides on notification to the Information Regulator and data subjects under section 22 of POPIA.
- 8.4 Where data is held. The Customer's Mimecast account is hosted in South Africa: South Africa is the Hosting Jurisdiction for the Customer's data, unless the Service Schedule names another Hosting Jurisdiction. Mimecast may provide support from any jurisdiction where it has support personnel, as listed in its Trust Center (<https://trust.mimecast.com/>), and its threat-intelligence and some platform functions may process data outside South Africa.
- 8.5 Cross-border transfers. Where personal information is processed outside South Africa as described in clause 8.4, the transfer is made only where section 72(1) of POPIA allows it, as set out in clause 7.3 of the Data Processing Annexure. FirstNet relies mainly on Mimecast being bound by its Data Processing Addendum as a binding agreement that provides an adequate level of protection (section 72(1)(a)). The Customer is responsible for informing its data subjects.
- 8.6 Retention and exit. The Customer chooses the Archive retention period in the Service Schedule. Before the Service ends, the Customer may ask FirstNet to arrange an export of Archive data through Mimecast's standard export tools; large exports may be charged. After the Service ends, Mimecast will delete the Customer's data in accordance with the Vendor Terms. FirstNet is not responsible for data that the Customer did not export before the Service ended.

9. Fees, licences and changes

- 9.1 The MRC, NRC and any usage charges are set out in the Service Schedule. These SST do not state prices.
- 9.2 Charges are based on the number of Permitted Users and the package and modules ordered. Additional Permitted Users or modules are charged from the next billing cycle. If actual usage is higher than the licensed quantity, FirstNet may invoice the difference.
- 9.3 Mimecast price increases and Charges linked to a foreign currency are dealt with under the Agreement: Vendor price increases may be passed on under clause 9.5 of the Standard Terms and Conditions (without mark-up, with reasonable details and on at least 30 (thirty) calendar days' written notice), and foreign-currency-linked Charges follow the exchange rate and basis stated in the Service Schedule under clause 9.6.
- 9.4 Legacy archive ingestion, complex migrations and work outside the Service Schedule are quoted separately.

10. Term, cancellation and early termination

- 10.1 The Service runs for the Initial Period in the Service Schedule from the Service Commencement Date, and then continues month to month until either party gives at least 30 (thirty) calendar days' written notice, or 90 (ninety) calendar days' written notice where the Service Schedule states that the upstream provider of the Service requires that period (clause 3.5.2 of the Standard Terms and Conditions).
- 10.2 If the Customer cancels before the end of the Initial Period, the early termination charges in the Agreement apply, unless the Service Schedule states different charges. Mimecast subscriptions are committed for the subscription term stated in the Service Schedule and cannot be cancelled during that term. Because FirstNet holds them under its own agreement with Mimecast, the Customer may reduce the number of Permitted Users or modules at any time on written notice, down to the minimum quantity Mimecast sets for the subscription (the "Vendor minimum"). If the Customer cancels during the committed term, the Charges for the Mimecast subscription at the Vendor minimum for the rest of its committed term remain payable under clause 19.4 of the Standard Terms and Conditions, instead of (not in addition to) the early termination charge for the same component and months; the early termination charge in the Agreement applies only to the other components of the Service. Where the Customer is a Consumer, only a reasonable cancellation penalty may be charged under section 14 of the CPA and regulation 5. FirstNet applies the same reasonable cancellation penalty to a Small Business Customer (clause 19.3 of the Standard Terms and Conditions).
- 10.3 The Customer may reduce Permitted Users at any time, down to the Vendor minimum, as set out in clause 10.2.
- 10.4 At the end of the Service, the Customer must restore its MX records and Mail Platform routing so that mail no longer flows through Mimecast. FirstNet will assist with this as part of an agreed exit plan.

11. Suspension

- 11.1 FirstNet may suspend all or part of the Service, on as much notice as is reasonable in the circumstances, if the Customer does not pay undisputed Charges when due, breaches the Acceptable Use Policy or the Vendor Terms, if Mimecast suspends the Service, if the Customer's use creates a security risk to FirstNet, Mimecast or others, or if the law or a competent authority requires it.
- 11.2 Suspension of Mimecast while MX records still point to Mimecast may stop the Customer's mail. FirstNet will, where reasonably possible, give the Customer enough notice to re-route its mail.

12. Liability specifics

- 12.1 The limitations and exclusions of liability in the Agreement apply. These SST do not state a separate cap.
- 12.2 Subject to the Agreement, FirstNet is not liable for loss or damage arising from: phishing, malware or impersonation email that the Service did not detect where FirstNet provided the Service in accordance with these SST; legitimate email classified as spam or quarantined; DNS or Mail Platform changes made by the Customer or its providers; archive data not retained because the Customer chose a retention period that was too short, did not configure journaling, or did not export data before the Service ended; or a failure of the Customer's Mail Platform.
- 12.3 Nothing in these SST limits liability that cannot be limited by law.

13. Regulatory notes

- 13.1 Email inspection. The Service scans the content of email. The Customer is responsible for informing its users, in its policies, that their email is scanned, filtered and (where Archive is used) retained, as required for lawful interception and monitoring in the course of business under section 6 of RICA and for processing under POPIA.
- 13.2 Record retention. The Customer is responsible for deciding which retention periods apply to its records under the laws that apply to it (for example the Companies Act, tax legislation, ECTA and sector rules).
- 13.3 Cybercrimes Act. Where section 54 of the Cybercrimes Act 19 of 2020 applies to FirstNet, FirstNet will report offences and preserve information as required, and may disclose what the law requires.

14. Changes to these terms

14.1 FirstNet may update these SST to reflect changes in Mimecast's services or Vendor Terms, changes in law, security requirements or changes in how FirstNet provides the Service. FirstNet will give at least 30 (thirty) days' notice of a material change by email or by publishing it at www.firstnet.co.za/legal-notices/. If a material change is to the Customer's material detriment, the Customer may cancel the affected Service by notice before the change takes effect, without an early termination charge, except for committed Mimecast subscriptions under clause 10.2.

14.2 The version number and effective date below identify this version.

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