

## **MASTER AGREEMENT FOR EMAIL ARCHIVING SERVICES**

THIS MASTER AGREEMENT, made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY"), represented by its Board of County Commissioners (BCC), and MIMECAST NORTH AMERICA INC, whose business address is 275 Grove Street, Building 2, Suite 400, Newton, Massachusetts 02466 (hereinafter referred to as "MIMECAST").

### **WITNESSETH:**

WHEREAS, the COUNTY has previously determined that it has a need for email archiving services; and

WHEREAS, the COUNTY, after soliciting competitive proposals for such services pursuant to the COUNTY'S Request For Proposals No. 09-168 (hereinafter referred to as "RFP"), which is incorporated herein by reference, and the terms and conditions contained herein; and

WHEREAS, MIMECAST has represented that it is able to satisfactorily provide the Services according to the terms and conditions of the RFP; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. **DOCUMENTS COMPRISING CONTRACT.** This Agreement shall include this AGREEMENT , as well as the following, which are incorporated herein by reference:

1.1 The COUNTY'S RFP No. 09-168 and all of its addenda and attachments (attached as Exhibit "A"); and

1.2 MIMECAST'S response to RFP No. 09-168 (attached as Exhibit "B").

In the event there is a conflict between the terms of this AGREEMENT and the above reference documents, the conflict shall be resolved as follows: the terms of this AGREEMENT shall supersede over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

## 2. DEFINITIONS

- 2.1 “Agreement” means this Agreement, the Appendices and the Service Description, as amended by the parties from time to time.
- 2.2 “Application” means the software and other material provided by MIMECAST, which may include third party open source software, used to access, configure and provide the Services.
- 2.3 “Commencement Date” means the earlier of the date specified herein or when MIMECAST first enables the Services.
- 2.4 “Data” means the data needed by MIMECAST in order to configure the Application and the data provided by the COUNTY to MIMECAST in the course the Services including all data processed during the Service operations, which data shall be considered the property of the County.
- 2.5 “Fees” means the fees payable by the COUNTY pursuant to this Agreement, including Service Fees and any Technical Support Fees.
- 2.6 “Ingestion” is the process of adding the historical data of the COUNTY into the Service. The fees related to this process are identified as “Ingestion Fees” and detailed in Appendix 1.
- 2.7 “Initial Term” means sixty (60) months, or as specified in Appendix 1, starting on the Commencement Date.
- 2.8 “Intellectual Property Rights” means all intellectual property rights, including patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, and any other proprietary information (whether registered, unregistered, pending or applied for).

- 2.9 "Permitted Users" means the number of paid for users as specified in Appendix 1, defined as individual people possessing one or more email addresses under the COUNTY'S domain names and employed by or under the COUNTY'S control.
- 2.10 "Service Description" means the current specifications of the Services available to the COUNTY, found on the MIMECAST website at [www.MIMECAST.com/service-description](http://www.MIMECAST.com/service-description).
- 2.11 "Services" means the SaaS-based, unified, enterprise email management service for archiving, discovery, continuity, security and policy provided by MIMECAST by means of infrastructure including application software, networks, computing and storage. The Service or Services, and Applications subscribed to by the COUNTY are specified in Appendix 1 and provided by MIMECAST in consideration for the Service Fees paid and in accordance with this Agreement.
- 2.12 "Service Fees" means the fees due from the COUNTY to MIMECAST for the Services.
- 2.13 "Set-up and Connect" is the process of defining the system user settings and policies for the Service. The fees related to this process are identified as "Set-up and Connect Fees" and detailed in Appendix 1.
- 2.14 "Technical Support Fees" means the fees due from the COUNTY to MIMECAST for telephone and online support.
- 2.15 "Usage Allowance" means the email and/or byte count allowance of the COUNTY'S Permitted Users as specified in Appendix 1.

### 3. SERVICES

3.1 MIMECAST hereby agrees, subject to and during the term of this Agreement:

- 3.1.1 To provide the Services to Permitted Users in accordance with the Agreement (including the Service Description and Usage Allowance);

- 3.1.2 To grant or procure a right for the Permitted Users to access and use the Application as a part of the Services only;
  - 3.1.3 To provide ongoing maintenance, upgrades and enhancements to the Services; and
  - 3.1.4 To use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify the COUNTY promptly of any such unauthorized use which may affect the COUNTY.
  - 3.1.5 The Services will be provided in such a way as to allow the Data to be extracted in a non-proprietary format. MIMECAST also acknowledges that under the Florida Public Records Law, certain types of Data are exempt from disclosure and agrees to deliver Services functionality, consistent with MIMECAST's product release schedule, to allow such exempt information to be flagged or identified and the capability for such exempt information to be redacted at the time a search request is processed.
- 3.2 The COUNTY agrees:
- 3.2.1 The COUNTY and Permitted Users will be bound by and comply with this Agreement;
  - 3.2.2 To use the Services solely for its own internal business purposes or as required by law and for processing its own data and that it shall not license, sublicense, sell, resell, rent, lease, transfer, distribute, time share or otherwise commercially exploit or make the Services available to any third party as a part of a service bureau arrangement or otherwise;

- 3.2.3 That it is solely responsible for all activities of its Permitted Users and for the accuracy, integrity, legality, reliability, and appropriateness of all Data;
- 3.2.4 To use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify MIMECAST promptly of any such unauthorized use;
- 3.2.5 To comply with all applicable laws in using the Services, wherever such use occurs, and not use, or require MIMECAST to use, any Data obtained via the Services for any unlawful purpose.

4. SERVICE PROVISION

- 4.1 Provision of Services to the COUNTY shall start on the Commencement Date.
- 4.2 MIMECAST will be responsible for the provision and initial configuration of the Service. The COUNTY will be responsible for checking the initial configuration to ensure it meets its requirements. The COUNTY is responsible for the timely delivery of any Data required by MIMECAST to configure the Service and the networks and computer systems to enable Permitted Users to access the Services.

5. PAYMENT TERMS

- 5.1 Upon signature of this Agreement, the COUNTY will be invoiced, and agrees to pay the Fees specified in Appendix 1 to MIMECAST in accordance with 5.2 below.
- 5.2 With the exception of the Service Fees as detailed above, and unless otherwise stated on the invoice, Fees are due net forty five (45) days from the invoice date. All payments under this Agreement shall be in United States dollars.

- 5.3 With the exception of disputed invoices under Section 5.5, if any amount due to MIMECAST is not paid by the applicable due date then MIMECAST may charge interest on any unpaid amount due at the rate of one and one-half percent (1.5%) per month, or at the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid; and/or, give the COUNTY fifteen (15) days notice of suspension of the Services until such amounts are paid in full.
- 5.4 Unless otherwise stated or agreed by the parties, the Fees and any other charges hereunder do not include any local, state, federal, or foreign taxes, levies or duties of any nature. 5.5 The COUNTY shall notify MIMECAST in writing within fifteen (15) days of receipt of an incorrect or invalid invoice, giving their reasons. If only part of an invoice is disputed the COUNTY will pay the undisputed amount as detailed herein.

6. PROPRIETARY RIGHTS

- 6.1 MIMECAST and its third party licensors (as appropriate) shall retain all Intellectual Property Rights in the Services. Except as expressly set forth herein, no MIMECAST Intellectual Property Rights are granted to the COUNTY.
- 6.2 Data provided by the COUNTY to MIMECAST is the property of the COUNTY, and the COUNTY retains all Intellectual Property Rights therein. The COUNTY grants MIMECAST a license to use the Data to the extent necessary for the performance of the Services and to keep an archival copy subject to the provisions of the relevant data protection regulations.
- 6.3 The COUNTY shall notify MIMECAST immediately if it becomes aware of any unauthorized access to or use of the Services by any person and permits MIMECAST to check the use of the Services by the COUNTY to ensure compliance with this Agreement and to assess and ensure the quality of the Services.

- 6.4 The COUNTY agrees that it may be necessary for MIMECAST to access the Data to respond to any technical problems and/or queries, and to ensure the proper working of its systems, all such access will be logged by the Service. If the COUNTY requests MIMECAST to access individual emails, it is the COUNTY'S responsibility to ensure that both the COUNTY and MIMECAST are permitted to do so. The COUNTY shall hold MIMECAST harmless from any and all claims relating to such authorized access.
- 6.5 If the COUNTY procures the Services via a reseller, then the COUNTY warrants and agrees that it has appointed the reseller to act as the COUNTY'S agent in the procurement and management of the Services and that MIMECAST may deal with that reseller on that basis. The provision of any Data by that reseller will be deemed to have come from the COUNTY directly and it is the COUNTY'S responsibility to ensure the accuracy and completeness of that Data. If the COUNTY does not wish the reseller to have access to the COUNTY'S Data or to act on the COUNTY'S behalf then the COUNTY must inform MIMECAST of this in writing.
- 6.6 MIMECAST shall have a perpetual, royalty-free, irrevocable, world-wide license to use and incorporate into the Services any suggestions, ideas, modification requests, feedback or other recommendations related to the Services.

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7. CONFIDENTIALITY

- 7.1 To the extent permitted by law, each party will treat as confidential all information obtained from the other party in connection with this Agreement which is designated as confidential or which is by its nature clearly confidential. The receiving party will not disclose such confidential information (except to those who have a need to know, and are under a duty of non-disclosure) or use or permit the use of the confidential information for purposes other than providing or using the Services. Either party will promptly notify the other in writing of any loss or unauthorized use or disclosure of or access to such confidential information of which it becomes aware.
- 7.2 This Section will not extend to information which: (a) is or becomes generally available to the public through no fault of the receiving party; (b) was previously rightfully known by the receiving party free of any obligation to keep it confidential; (c) is independently developed by the receiving party without reference to or use of the confidential information of the disclosing party; or (d) is required to be disclosed by the receiving party as a matter of law.
- 7.3 These obligations of confidentiality will survive termination of this Agreement for a period of five (5) years.

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7.4 MIMECAST may refer to the COUNTY in its publicity materials as being a client of MIMECAST and may issue press releases on execution of this Agreement or commencement of the Services (copies of which shall be provided to the County) with the prior consent of the County, but shall not without the COUNTY'S permission publicize actual details of MIMECAST'S work under this Agreement. The COUNTY agrees not to publicize work undertaken by MIMECAST through the use of MIMECAST'S name without the prior consent of MIMECAST. If the parties agree upon a form of press release, then MIMECAST shall be entitled to make reasonable use of that press release.

8. WARRANTIES

8.1 MIMECAST warrants that the Services shall be performed with reasonable care and skill and MIMECAST'S obligation to the COUNTY and the COUNTY'S exclusive remedy in the event of a breach of this warranty is limited, at MIMECAST'S sole discretion:

8.1.1 To use reasonable efforts to rectify any non-conformance with this warranty within a reasonable period of time;

8.1.2 To replace the Application with an alternative application with similar functionality; or

8.1.3 To make a pro rata refund of any outstanding upfront Service Fees and Technical Support Fees paid by the COUNTY to MIMECAST whereupon this Agreement shall terminate.

8.2 MIMECAST shall have no liability or obligation for a breach of this warranty unless it has received written notice from the COUNTY of any Service non-conformance within fifteen (15) days from the date of such non-conformance.

8.3 EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED AND MADE AVAILABLE “AS IS” AND THE WARRANTIES CONTAINED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THOSE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. MIMECAST DOES NOT REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR MEET THE COUNTY’S REQUIREMENTS.

9. INDEMNIFICATION

9.1 MIMECAST will defend and indemnify the COUNTY against all damages and losses finally awarded against the COUNTY or agreed by MIMECAST in final settlement (including reasonable legal fees) arising from a claim that the Application used within the scope of this Agreement infringes any European Union or North American third party intellectual property rights provided that (a) the COUNTY notifies MIMECAST in writing within thirty (30) days of the claim, (b) MIMECAST has sole control of the defense and all related settlement negotiations, and (c) the COUNTY provides MIMECAST with the assistance, information and authority necessary to perform the above. Reasonable, documented, out-of-pocket expenses incurred by the COUNTY in providing such assistance will be reimbursed by MIMECAST.

9.2 If the COUNTY’S normal use or access to the Application is held or believed by MIMECAST to infringe as detailed in 9.1 above, then MIMECAST may at its expense:

- 9.2.1 Procure the right to continue using the Application;
  - 9.2.2 Modify or replace the Application so as to avoid the infringement, or
  - 9.2.3 If such remedies are not reasonably available, refund to the COUNTY any outstanding upfront Fees paid whereupon this Agreement shall terminate.
- 9.3 This indemnity will not apply to infringement arising out of the use of the Service and/or Application or any part thereof in combination with any equipment and/or computer programs not supplied or approved by MIMECAST for use with the Service or Application if such infringement would have been avoided by the use of the Services and/or Application without such equipment and/or programs.
- 9.4 The foregoing states the entire liability of MIMECAST with respect to infringement or alleged infringement of any third party rights of any kind whatsoever.
- 9.5 To the extent permitted by law, the COUNTY will defend and indemnify MIMECAST against all damages and losses, (including reasonable legal fees) arising from a third party claim alleging that the COUNTY'S (including a Permitted User's or any third party using the Services through the COUNTY'S account) use of the Services (as opposed to the Service itself) is used to download or share electronic media in violation of such third party's Intellectual Property Rights in such electronic media or has otherwise harmed the third party. MIMECAST shall provide the COUNTY prompt notice in writing of any such claim or action. The COUNTY shall have sole control of the defense and all related settlement negotiations and MIMECAST shall provide the assistance, information and authority necessary to perform the above. Reasonable, documented, out-of-pocket expenses incurred by MIMECAST in providing such assistance will be reimbursed by the COUNTY. MIMECAST shall be entitled to participate in the defense with its own counsel and at its own expense. Nothing in this section shall

be deemed a waiver of the County's sovereign immunity or the statutory limits under Section 768.28, Florida Statutes.

10. LIMITATION OF LIABILITY

10.1 MIMECAST or the COUNTY (to the extent provided for under Section 768.28, Florida Statutes) shall each be liable for and shall indemnify and hold harmless the other party and all of its officers and employees from any claim, loss, damage, cost, charge, or expense, including but not limited to all fees and charges of attorneys and other professionals and all court or arbitration or other dispute resolution costs, arising out of or resulting from any negligent act, error, mistake, neglect, or omission on the part of the first party during the performance of the Services under this Agreement. This provision shall also pertain to any claims brought against the COUNTY by any employee of MIMECAST'S subconsultants, or anyone directly or indirectly employed by any of them.

MIMECAST hereby acknowledges and agrees that the compensation to be paid to them by the COUNTY pursuant to this Agreement specifically includes compensation as consideration for the indemnification provided herein.

10.2 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, OR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 MIMECAST'S maximum liability to the COUNTY for any and all causes of action arising out of or relating to this Agreement, in contract will be limited in the aggregate to one-half (1/2) of the Service Fees paid by the COUNTY to MIMECAST relating to the twelve (12) month period immediately preceding the last event giving rise to the claim.

10.4 The COUNTY acknowledges and agrees that the allocation of risk contained in this Section 10 is reflected in the Service Fees and is also recognition of the fact that, inter alia, it is not within MIMICAST'S control how and for what purpose the results of the Services are used by the COUNTY.

11. TERM, RENEWAL AND TERMINATION

11.1 This Agreement shall be effective on the date of BCC approval and execution by its Chairman. The Agreement will renew automatically following the Initial Term for one (1) additional sixty (60) month period ("Renewal Term") subject to the terms and conditions of this Agreement, unless either party gives the other party written notice of its intent not to renew this Agreement, such notice to be provided no less than ninety (90) days prior to the end of the Initial Term The Initial Term and any Renewal Term collectively constitute the "Term" of this Agreement.

11.2 The Fees may be adjusted for the Renewal Term based on the movement of the U.S. Department of Labor's Consumer Price Index for All Urban Consumers (CPI-U) (1982-84=100), as posted at <http://www.bls.gov/cpi/>. The baseline index will be the month and year in which the contract began. The adjustments will not be cumulative; and will be computed using the contract's Initial Term Fees. Adjustments shall be computed using the latest CPI-U that is published and available on the date the County receives the adjustment request in writing. The Fees changed as a result of these adjustments shall become effective for the Renewal Term, provided the request is submitted at least thirty (30) days prior to the start of the Renewal Term. If later than thirty (30) days prior to the start of the Renewal Term, the Initial Term Fees will remain in-effect for the Renewal Term.

11.3 Either party may terminate this Agreement immediately on giving notice in writing to the other party as provided in this section if the other party:

11.3.1 Commits any material breach of any term of this Agreement and, in the case of a breach capable of being remedied, shall have failed within thirty (30) days after the receipt of a request in writing from the first party to do so, to remedy that breach; or

11.3.2 (i) files for bankruptcy; (ii) becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; (iii) makes an assignment for the benefit of all or substantially all of its creditors; or (iv) enters into an agreement for the cancellation, extension, or readjustment of substantially all of its obligations.

11.4 All funds for payment by the COUNTY under this Agreement are subject to the availability of funds and the annual appropriation of such necessary funds by the County. Should such funds become unavailable, the County reserves the right to terminate this Agreement upon thirty (30) days written notice. The COUNTY also reserves the right to terminate this agreement for convenience upon sixty (60) days notice. In the case of such termination for convenience, the County shall not be entitled to any refund, pro rata or otherwise, for fees previously paid to MIMECAST.

11.5 Termination of this Agreement shall not affect the accrued rights of either party up to the date of termination.

11.6 Nothing in this Agreement shall require MIMECAST to keep the Data for more than ninety (90) days following termination of this Agreement unless the parties agree otherwise in writing. MIMECAST agrees to return all Data to the COUNTY in a format compatible with the COUNTY'S current Microsoft email program within sixty (60) days of termination and at the rate of \$10 per GB of Data returned. Data that is provided to MIMECAST by the COUNTY and ingested to the MIMECAST Service archive for the \$25 per GB fee memorialized in Appendix 1 attached hereto, is specifically excluded from any fee due to MIMECAST upon return of such Data to the COUNTY. Only that Data that is added to the MIMECAST Service following any initial migration of Data shall be charged at a rate of \$10 per GB of Data returned to the County upon termination or expiration of this Agreement. MIMECAST further agrees NOT to delete any COUNTY Data until the COUNTY acknowledges, in writing, full receipt and acceptance of returned Data.

11.7 Should MIMECAST commit a material breach of this Agreement, and the Agreement is subsequently terminated, any Fees paid in advance by the COUNTY shall be prorated and refunded to the COUNTY. Should the COUNTY commit a material breach of this Agreement, and the Agreement is subsequently terminated, any Fees paid in advance by the COUNTY shall not be refunded.

## 12. GENERAL

12.1 Neither party shall be liable for any delay in performance or failure to perform its obligations (other than a payment obligation) under this Agreement due to any cause or event outside its reasonable control.

- 12.2 Neither Party may assign this Agreement without the prior written consent of the other Party and such consent of an assignment shall not be unreasonably withheld. Should either Party assign this Agreement in breach of this Section, then this Agreement shall terminate immediately and any Fees paid in advance by the COUNTY shall be prorated and refunded to the COUNTY. This Agreement shall be binding upon the parties hereto and any authorized assigns.
- 12.3 All notices or demands required or permitted to be given or made under this Agreement shall be written in English, shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, or sent by facsimile or overnight courier addressed to the parties at the following addresses and shall be effective upon receipt if delivered by hand, facsimile or overnight courier or five days after deposit in the U.S. mail. Addresses may be changed by either party giving ten days prior written notice thereof to the other party.

If to the COUNTY:

Pasco County Board of County Commissioners  
Attention: Purchasing Director  
8919 Government Drive  
New Port Richey, Florida 34654  
Phone: (727) 847-8194

If to MIMECAST:

Mimecast North America  
Attention: Mary Kay Roberto, SVP GM  
275 Grove Street, Building 2, Suite 400  
Newton, Massachusetts 02466  
Phone: (800) 660-1194



12.4 This Agreement and any mediation or non-binding arbitration and court proceedings shall be governed by the laws of the United States and the State of Florida. The Section headings herein are provided for convenience only. If any provision of this Agreement is held to be unenforceable, it shall be construed without such provision. The failure by a party to exercise any right hereunder shall not waive such party's right to exercise that or any other right in the future.

12.5 This Agreement is entered into solely between, and may be enforced only by, MIMECAST and the COUNTY, and this Agreement will not be deemed to create any rights in third parties or to create any obligations of a party to any such third parties, except as otherwise expressly set forth herein.

12.6 The COUNTY acknowledges that MIMECAST may use one or more subcontractors to provide the Services under this Agreement. MIMECAST'S subcontractors may have access to the Data and other information regarding the COUNTY to the extent necessary for the subcontractor to perform its obligations and shall be bound by the same obligations of confidentiality as MIMECAST.

13. AUDIT

MIMECAST shall retain all records relating to this contract for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. For the avoidance of doubt, the term records as used in this clause shall exclude Data.

14. AMENDMENT OF THE AGREEMENT

This Agreement may be amended only by mutual written agreement of the parties.

15. INDEPENDENT CONTRACTOR AND COMPLIANCE WITH IMMIGRATION LAW

MIMECAST and its subcontractors are, and shall be, in the performance of all work services and activities under this Agreement, Independent Contractors, and not employees, agents, or servants of the COUNTY. MIMECAST does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Agreement. MIMECAST shall be responsible to the COUNTY for all work or services performed by MIMECAST or any other person or firm engaged as a subcontractor to perform work in fulfillment of this Agreement. The COUNTY shall not be liable to any person, firm, corporation or subcontractor who contracts with or provides services to MIMECAST in connection with the services as agreed to perform hereunder, or for there shall be no contractual relationship either expressed or implied between the COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to MIMECAST as a result of its services to the COUNTY hereunder.

MIMECAST will comply with all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, MIMECAST verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. The COUNTY will consider the employment of unauthorized aliens by MIMECAST during the term of the Agreement as violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Agreement by the COUNTY upon seven (7) days notice.

16. SEVERABILITY

The terms and conditions of this AGREEMENT shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this AGREEMENT shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the AGREEMENT to be impossible of performance.

17. COOPERATIVE PURCHASING

17.1 To maximize volume, it is the COUNTY'S intent to offer the terms and conditions of the Agreement to other political subdivisions in the State of Florida (Participating Entities). These entities may include, but are not limited to, the COUNTY School District, City of Port Richey, City of New Port Richey, City of Zephyrhills, City of Dade City, other counties, cities, school districts, boards, commissions, and the State of Florida.

17.2 As the contract sponsor, the COUNTY will post, on its website, this Agreement, documents and information necessary to document the procurement process, evaluation, award and granting of permission to use the contract in other jurisdictions. The COUNTY will provide information relevant to this Agreement to inquiring jurisdictions, via the website and other means, in a timely and reasonable manner. During the term of this Agreement, MIMECAST and the COUNTY will actively promote the resulting agreement to other public jurisdictions.

17.3 To maximize volume, MIMECAST will offer the terms and conditions of this Agreement to other political jurisdictions throughout the State of Florida. These entities may include, but are not limited to, counties, cities, school districts, boards, commissions, and similar public entities. MIMECAST will deal directly with any entity utilizing the terms and conditions of this Agreement concerning the services specified herein, contractual disputes, and payments. The COUNTY will act only as the "Contract Sponsor" and shall not be held liable for any costs, damages, etc., incurred by any other participating entity on the basis that such participating entity completes an agreement for the provision of Services with MIMECAST similar to, or referencing, the terms and conditions herein..

18. REBATE

During the term of this Agreement, MIMECAST agrees to pay the COUNTY a fee for Participating Entity agreements that are signed as a result of "piggybacking" this Agreement (the "Contract Administration Fee"). The Contract Administration Fee shall be equal to one-half of all annual support fees paid to MIMECAST by the "piggybacking" parties (other local governments, etc.) provided that the participating entity agreements terms are five (5) years or greater and all fees are paid upfront and in advance of the term of such agreement. MIMECAST shall pay the accumulated rebate amount annually, by April 15<sup>th</sup> each year, beginning in 2011 and continuing for the term of this Agreement. MIMECAST shall provide quarterly reports of contract activity for the purpose of monitoring "piggybacking" and reconciliation of any Contract Administration Fee due to the COUNTY.

19. INSURANCE

19.1 The insurance required under the following paragraphs shall provide adequate protection for the COUNTY from the actions of MIMECAST and its subcontractors, respectively, which may result in damage claims that may arise from operations under this Agreement, whether such operations are performed by the insured or by anyone directly or indirectly employed by MIMECAST. MIMECAST agrees to maintain the following commercial insurance policies for the period of time and limits specified:

19.1.1 **Commercial General Liability Insurance.** A combined bodily injury and property damage per occurrence limit of not less than \$1,000,000. The policy shall contain blanket contractual liability, products, and completed operations coverage, and independent Vendor's coverage. Coverage shall be continuous during any contract term and for not less than twenty-four (24) months following completion of services under this Agreement;

19.1.2 **Employer's Liability Insurance.** \$1,000,000 per occurrence. The policy shall be maintained for the duration of this Agreement and shall, at a minimum consist of \$1,000,000 combined single limit, per accident

19.1.3 **Statutory Workers' Compensation and Employers' Liability (EL) Insurance Statutory.** The policy shall be maintained for the duration of this Agreement and shall, at a minimum consist of \$1,000,000 combined single limit, per accident.

19.1.4 **Professional Liability Coverage.** Coverage of not less than \$1,000,000, per claim, to cover errors in programs or in systems design and consulting operations. Coverage shall be continuous during any contract term and for not less than twenty-four (24) months following completion of services under this Agreement. Coverage, including any renewals, shall contain a retroactive date coincident with or prior to the date of this Agreement and the certificate of insurance shall state the coverage for claims made and indicate the retroactive date.

19.2 Prior to commencing any work under this Agreement, MIMECAST shall deliver to the COUNTY insurance certificates confirming the existence of the insurance required by this Agreement. Insurance policies shall contain a provision that the insurer waives any and all rights to subrogation it may have against the COUNTY or MIMECAST because of any payment made under any such policy of insurance. All of the aforesaid insurance shall be written by insurance companies that are (a) licensed and authorized to do business in the State of Florida and (b) rated by A. M. Best Company with a rating of A or better. Said certificates shall provide that no such insurance shall be canceled prior to thirty (30) days prior written notice of cancellation having first been delivered to the COUNTY by the insurance companies that have issued the insurance.

END OF MASTER AGREEMENT

**IN WITNESS WHEREOF**, the parties hereto by their duly authorized representatives have executed this MASTER AGREEMENT effective the last day and year entered below.

(SEAL)

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
PAULA S. O'NEIL  
CLERK & COMPTROLLER

BY: \_\_\_\_\_  
PAT MULIERI, Ed. D., CHAIRMAN

DATE: \_\_\_\_\_

(SEAL)

MIMECAST NORTH AMERICA

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

WITNESS:

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_ as \_\_\_\_\_ of  
\_\_\_\_\_, who is personally known to me or who has  
produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## APPENDIX 1

### 1. Services

Service Offering	Indicate if applicable	Comments
MIMECAST UEM Service	X	
Technical Support	X	
Set up and Connect	X	
Ingestion	X	
Training	X	

### 2. Number of Permitted Users

The number of Permitted Users licensed hereunder is 1225. The COUNTY shall notify MIMECAST of any additional Permitted Users requirements prior to them having access to the Services.

### 3. Fees

Volume of Data to be ingested: **900GB**. Total Ingestion Fee at \$25 per GB: **\$22,500.00**

Fees are detailed below and shall be due in accordance with Clause 4.1.

Service Offering	Fees	Fee Occurrence
Initial Term MIMECAST UEM Service Fee	\$10.00 per user per year	(full payment to be made in advance)
Initial Term Technical Support Fee	\$998.00 per year	(paid in advance)
Set up and Connect Fee	\$698.00	One Off in advance
Ingestion Fee: \$25.00 Per GB	\$22,500.00	One Off in advance
Training Fee	0.00	One Off in advance

Total Initial Term Fees ( 60 months)	\$66,240.00
Total One Off Fees	\$23,198.00

### 4. Ingestion costs:

4.1 Final amount of data and total ingestion cost will be determined once the ingestion is complete.



- 4.2 Charges for additional ingestion above 900GB will be applied at \$25 per GB if applicable.
- 4.3 Credits will be issued at \$25 per GB if less than 900 GB is ingested if applicable.
5. **Commencement Date:** Contract Effective Date
6. **Initial Term:** *60 months*
7. **Usage Allowance:**
- 7.1 Each Permitted User is allocated an allowance of 250 external emails and 50MB. The COUNTY'S "Monthly External Email Allowance" (emails either sent or received) is therefore the **number of Permitted Users x 250**; and
- 7.2 The COUNTY'S "Monthly External Email Byte Count Allowance" is the **number of Permitted Users x 50MB**
- 7.3 In addition, The COUNTY'S subscribing to Journal Hosting Services, each Permitted User is allocated an internal email allowance (i.e. those sent and received between Permitted Users) of 250 emails and 125MB.
- 7.4 The COUNTY'S "Monthly Internal Email Allowance" (emails either sent or received between Permitted Users) is therefore the **number of Permitted Users x 250**; and
- 7.5 The COUNTY'S "Monthly Internal Email Byte Count Allowance" is the **number of Permitted Users x 125MB**.
- 7.6 Allowances for external and internal emails are measured independently.
- 7.7 The usage allowance is an aggregated figure averaged out as a "per users per month" volume. It is accepted that each users' usage will vary and the figures provided above are averaged out across the organization.

**8. Overages and Overage Fees**

If in any calendar month The COUNTY exceeds any of the Allowances defined above, The COUNTY will be charged an "Overage Fee". The Overage Fee is calculated by dividing the excess email and/or byte count by the appropriate Permitted User allowance, the resulting number will be multiplied by the monthly Permitted User Service Fee. The COUNTY will be invoiced at the end of each calendar quarter for any Overage Fees.

# EXHIBIT A



PASCO COUNTY BOARD OF COMMISSIONERS  
PURCHASING DEPARTMENT  
8919 GOVERNMENT DRIVE  
NEW PORT RICHEY, FLORIDA 34654  
TELEPHONE: (727) 847-8194  
FACSIMILE: (727) 847-8065  
[www.PascoPurchasing.com](http://www.PascoPurchasing.com)

## INVITATION FOR BIDS (IFB) BID NO. 09-168 HOSTED EMAIL ARCHIVING SERVICES

The Pasco County Board of County Commissioners (BCC) is soliciting bids from qualified vendors for on-going externally hosted email archiving and e-Discovery services.

The Pasco County Purchasing Department will receive sealed responses until **2:30 p.m.**, local time, (our clock) on **October 6, 2009**, in the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida. Responses received after this time will not be accepted. Responses will be publicly opened at the above stated time and date. All interested parties are invited to attend.

Questions concerning the specifications, submittal requirements, or process should be directed, in writing, to the Purchasing Department at the above address. Questions may also be faxed to (727) 847-8065. Please note the solicitation number in all correspondence.

Copies of the solicitation documents may be obtained from the Purchasing Department at no cost, and may be downloaded at [www.PascoPurchasing.com](http://www.PascoPurchasing.com). The County is not responsible for expenses incurred prior to award by the Board of County Commissioners. Pasco County reserves the right to reject any and all responses and to waive any irregularities or informalities.

We look forward to receiving your response,

A handwritten signature in black ink, appearing to read "Scott P. Stromer". The signature is fluid and cursive, with a large initial "S" and "P".

Scott P. Stromer, Purchasing Director  
Pasco County Board of County Commissioners

**STATEMENT OF NO BID**

We, the undersigned, have declined to submit a bid response to Invitation for **Bid No. 09-168** for the following reason(s):

Please check all that apply.

- Opening date does not allow sufficient time to complete bid response.
- We do not offer the commodities or services requested.
- Our schedule would not permit us to perform.
- We are unable to meet the issued specification.
- Specifications are restrictive (please explain below).
- We are unable to meet the surety requirements.
- Other: \_\_\_\_\_

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We understand that if a "NO BID" is not returned, our firm will be removed from the bidders' list for the subject commodity or service.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

\_\_\_\_\_

## **IMPORTANT! - PLEASE READ CAREFULLY BEFORE RESPONDING**

### **GENERAL PROVISIONS**

#### **ACKNOWLEDGMENT OF AMENDMENTS**

Bidders shall acknowledge receipt of any amendment to the solicitation by identifying the amendment number in the space provided for this purpose on the bid form, by letter, or by returning a copy of the issued amendment with the submitted bid. The acknowledgment must be received by Pasco County by the time and at the place specified for the receipt of bids. Failure to acknowledge an issued amendment may result in bid rejection and disqualification.

#### **ADDITIONAL INFORMATION**

Questions concerning the contract or technical portions of the bid document must be submitted in writing to Scott P. Stromer, Purchasing Director, Pasco County Purchasing Department; 8919 Government Drive; New Port Richey, Florida 34654; facsimile (fax) machine number (727) 847-8065. Bidders are cautioned that any statements made by individuals, or employees of Pasco County, that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document. No contractual or technical questions will be accepted after ten (10) days prior to the date set for bid opening.

#### **ALTERNATIVE BIDS**

The bidder **WILL NOT** be allowed to offer more than one (1) price (for the goods or services specified). If the said bidder should submit more than one (1) price on any item (or service), ALL prices will be rejected for that item. The bidders offering service delivery methods other than those permitted by the scope of work or specifications may submit a separate envelope clearly marked "Alternative Bid." Alternative bids will be deemed nonresponsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all bids received to permit rewriting the scope of work or specifications to include the alternative method, or the alternative method may be considered for future requirements of Pasco County.

#### **ASSIGNMENT**

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Pasco County.

#### **APPLICABLE LAW**

The resulting contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the offeror will in no way be a cause for relief from responsibility.

#### **BID ACCEPTANCE PERIOD**

Any bid submitted as a result of the solicitation shall be binding on the bidder for a minimum of ninety (90) calendar days following the bid opening date. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

## AWARD

Consideration for award will be by proximity to specifications given, costs, and time of delivery. All purchases, leases, or contracts that are based on competitive bids will be awarded to the lowest, responsive, and responsible bidder. Complete and accurate responses to all items are necessary for the complete and fair evaluation of bids. Evaluation of the solution will be based on compliance with the specifications, services, maintenance, required training, and other factors that may contribute to the overall cost of the specified and/or offered solution. Evaluation may also include consideration of the bidder's reputation, past performance and experience, references and financial responsibility of the bidder. Pasco County reserves the right to award in the manner deemed to be in the County's best interest.

## BID CLARIFICATIONS

If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the plans, specifications, or other documents, he should submit a written request for an interpretation thereof to the Purchasing Director. The bidder's concerns, regarding clarification of specifications and/or discrepancies and/or omissions and/or changes to the attached specifications shall be made in writing and received by Pasco County no later than ten (10) calendar days prior to the bid opening date. The letter from the bidder shall state clearly, and in detail, the basis for such concern(s) or request(s). The letter shall be addressed to the Purchasing Director, and marked "PREBID QUESTION" on the face of the envelope. The Purchasing Director will respond in writing. Any change to the solicitation will be made by written addendum only. Pasco County shall not be responsible for explanations or interpretations of bid invitation documents except as issued in accordance herewith. No oral interpretations will be made as to the meaning of specifications or any other contract documents. Failure to comply with this provision will result in the bidder waiving his/her right to dispute the bid specification.

## BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

## BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by Pasco County upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

## BIDDERS' LIST

Failure to submit a bid for the item(s) specified will result in removal from the bidders' list for such (an) item(s). If a bid is not submitted, a "NO BID" response must be submitted to remain on the Pasco County's bidders' list for such items. A form for submitting a "NO BID" is provided on Page 2 for your convenience.

### BID ENVELOPES

Envelopes containing bids must be sealed and marked in the lower left-hand corner with the invitation number, commodity, and date and hour of opening of bids. Failure to do so may cause the bid not to be properly filed and/or considered. Express Company or Express Mail envelopes containing a sealed bid shall also be sealed and marked in the lower left-hand corner with the invitation number, commodity, and date and hour of opening of bids.

### BID FORM SUBMISSION

Bids shall be submitted on the attached forms. Bids concerning separate bid invitations must not be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision shall not be considered. All bids must be signed, in ink, in order to be considered. Erasures are not acceptable on bids; if necessary to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the bidder must submit proof that the individual has the authority to obligate the firm or corporation. **BIDS MAY NOT BE ALTERED OR AMENDED AFTER THE BID CLOSING.**

### BID RECEIPT AND OPENING

Pasco County will receive sealed bid proposals until date and time indicated on bid cover. Bids must be delivered, by hand or mail, to the Pasco County Purchasing Department, located at 8919 Government Drive, New Port Richey, Florida, where they will be opened at the stated time. Bids must be time stamped in the Purchasing Department before or on the hour and date indicated on the cover sheet (Invitation for Bid) for the bid opening. Bids received after the date and time of the bid opening will be received, date stamped, and returned to the bidder unopened. It is the responsibility of the bidder to ensure that bids arrive at the designated opening place on time. Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late bids. **FAXED BIDS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD.** Notes may be taken at the public reading of the bid(s) at the specified time and date of the opening or a personal inspection may be made of the bid(s) after award has been made and documents are placed in central and public files.

### BRAND NAMES

Any catalog, brand name, or manufacturer's reference used in the specifications is intended to be descriptive and not restrictive, and is used **only** to indicate type and quality desired. Any article, equipment, or material, which shall conform to the standards and excellence, so established, and is of equal merit, strength, durability, and appearance to perform the desired function, is deemed eligible for offer as a substitute. The qualifications of the offering shall be judged as to their conformance with these specifications. Any equipment offered other than herein specified shall be subject to a competitive demonstration and evaluation by Pasco County. The determination as to whether any alternate product or service is or is not equal shall be made by Pasco County, and such determination(s) shall be final and binding upon all bidders.

### CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without—for the purpose of restricting competition—any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

### BID WITHDRAWAL

Bids may not be changed after the bid closing time. To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to Pasco County of claim or right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to Pasco County all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid prior to the time set for the opening of bids by simply making a request in writing to Pasco County; no explanation is required. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted. The decision to allow or disallow bid withdrawal remains solely with Pasco County.

### CANCELLATION

Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel, or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Pasco County. In addition to all other legal remedies available to Pasco County, Pasco County reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by Pasco County.

### CHANGE IN SCOPE OF WORK

Pasco County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract or purchase order signed by the Purchasing Director. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify Pasco County in writing of this belief. If Pasco County believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

### CONFLICT OF INTEREST

The contractor, by submission of its proposal, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of Pasco County is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation.

### CONTRACT TERM AND REQUIREMENTS

It is the County's intent to develop an ongoing contract for the services specified herein, contingent upon the appropriation of funds. It is the County's intent to develop a five (5) year contract with one (1) five (5) year renewal period upon mutual agreement. The contents of the proposal submitted by the successful firm, with any amendments or subsequent revisions, may become part of the resulting contract.



### COOPERATIVE PURCHASING

To maximize volume, it is the County's intent to offer the resulting contract to other political subdivisions in the State of Florida through the *Florida Local Government Purchasing Network (FLGPN)*. These entities may include, but are not limited to, the Pasco County School District, City of Port Richey, City of New Port Richey, City of Zephyrhills, City of Dade City, other counties, cities, school districts, boards, commissions, and the State of Florida.

As the contract sponsor, Pasco County will post, on its website, the contract, documents and information necessary to document the procurement process, evaluation, award and granting of permission to use the contract to other jurisdictions. Pasco County will provide information relevant to the resulting contract to inquiring jurisdictions, via the website and other means, in a timely and reasonable manner.

During the term of the resulting agreement, the Contractor and Pasco County will actively promote the resulting agreement to other public jurisdictions. To maximize volume, the Contractor will be encouraged to offer the resulting contract to other political jurisdictions throughout the State of Florida. These entities may include, but are not limited to, counties, cities, school districts, boards, commissions, and similar public entities. The Contractor must deal directly with any entity utilizing the resulting contract concerning the services specified herein, contractual disputes, and payments. Pasco County will act only as the "Contract Sponsor" and shall not be held liable for any costs, damages, etc., incurred by any other Participating Entity.

### COLLUSION AMONG BIDDERS

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. Pasco County may or may not, at its discretion, accept future bids for the same work from participants in such collusion. More than one (1) bid from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one (1) bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a bid for the work.

### DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any subdivision or agency of the State of Florida.

### ERRORS IN EXTENSIONS

If the unit price and the extension price are at variance, the unit price shall prevail.

### EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form or appendix. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

### ETHICS IN PUBLIC PROCUREMENT

The contract shall incorporate by reference, but shall not be limited to, the provisions of law contained in Chapter 112, Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The bidder certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with this bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value.

### EXPENSES INCURRED IN PREPARING BID

Pasco County accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

### FAILURE TO DELIVER

In the event of failure of the contractor to deliver the goods and services in accordance with the contract terms and conditions, Pasco County may procure the goods and services from other sources and hold the contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to Pasco County for a maximum of three (3) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

### FAILURE TO ENFORCE

Failure by Pasco County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Pasco County to enforce any provision at any time in accordance with its terms.

### FAIR LABOR STANDARDS

By submission of a bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal regulations.

### FORCE MAJEURE

The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

### IDENTICAL BIDS

Identical bids or bids which otherwise appear suspicious will be reported to the County Attorney for investigation.

### INDEMNIFICATION

In consideration of the sum of Fifteen and 00/100 Dollars (\$15.00), the receipt and sufficiency of which is acknowledged by the contractor to be included and paid for in the contract price, the contractor shall indemnify, defend, and hold harmless Pasco County and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and 2) is caused in whole or in part by any negligent act or omission of the contractor and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except for those caused by the negligent act or omission of Pasco County.

In any and all claims against Pasco County or any of its agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

### INDEPENDENT CONTRACTOR

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Pasco County; and Pasco County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. Pasco County shall not withhold from the contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, Pasco County shall not provide to the contractor any insurance coverage or other benefits, including workers' compensation, normally provided by Pasco County for its employees.

### NONCONFORMING TERMS AND CONDITIONS

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as nonresponsive. Pasco County reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by Pasco County of non-responsiveness based on the submission of nonconforming terms and conditions.

### INFORMALITIES AND IRREGULARITIES

Pasco County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for Pasco County to properly evaluate the bid, Pasco County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. The BCC reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items, total bid, or accept the bid that is most advantageous and in the best interest of Pasco County.

### LIMITATION OF COST

The contractor agrees to perform the work specified and complete all obligations under the contract within the stated amounts.

### NONAPPROPRIATION

All funds for payment by Pasco County under this contract are subject to the availability of an annual appropriation for this purpose by Pasco County. In the event of nonappropriation of funds by Pasco County for the services provided under the contract, Pasco County will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect, and Pasco County shall not be obligated under this contract beyond the date of termination.

### NONDISCRIMINATION

By submission of bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, because of his/her race, color, religion, sex, disability, or national origin, as outlined in applicable State and Federal regulations.

### ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract or purchase order must be made in writing by Pasco County.

### PATENTS AND ROYALTIES

The contractor covenants to save, defend, keep harmless, and indemnify Pasco County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost—including court costs and attorney's fees, charges, liability, and exposure, however caused—for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Pasco County. If the contractor uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

### PAYMENT PROCEDURES

The BCC has adopted Resolution No. 95-70, incorporating its Invoice Payment Procedures Policy in order to help ensure that vendors providing goods and/or services to the BCC receive payment in a timely manner and in accordance with Chapter 218, Part VII, Florida Statutes (The Florida Prompt Payment Act). A copy of Resolution No. 95-70 (which includes the policy) is available for viewing during normal business hours at the Office of the Pasco County Clerk of the Circuit Court; 38053 Live Oak Avenue; Department of Secretarial Services, Room 205; Dade City, Florida 33525. Copies of the Resolution may be obtained at a cost of One and 20/100 Dollars (\$1.20). Please make your check payable to Jed Pittman, Clerk of the Circuit Court, and forward payment to the Department of Secretarial Services at the address noted above. For further information, please call (352) 521-4347.

Several payment options are available to successful vendor, upon receipt of a correct invoice:

- A. Check may be mailed to the remit address on the invoice. The check is sent to the Post Office the day after BCC approval.
- B. Check may be picked up in Dade City. The vendor must pick up the check the day after BCC approval. The successful bidder or contractor must call (352) 521-4599 for detailed instructions.
- C. Payment may be wire-transferred to the vendor's bank account. The vendor must call (352) 521-4599 for detailed instructions.

#### PAYMENT TERMS AND DISCOUNTS

Unless otherwise indicated in the bid documents, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Pasco County will pay the contractor within forty-five (45) days after the receipt of a correct invoice for reasonable work allocable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later. Payment(s) are considered effective on the date payment is mailed.

Discounts for prompt payment that require payment by Pasco County within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by Pasco County of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later. Discounts for payment in less than forty-five (45) days will not be considered during evaluation for award, but may be taken if applicable after award.

Payment for construction services will be in accordance with Chapter 218, Part VII, Florida Statutes (The Florida Prompt Payment Act).

#### PUBLIC INFORMATION

Upon public opening of all bids or proposals presented to Pasco County as a result of this solicitation, any and all information contained therein is considered public and may be reviewed by any persons interested in doing so.

#### PURCHASE ORDER REQUIREMENT

Purchases of Pasco County are authorized only if a signed purchase order is issued in advance of the transaction, showing that the ordering agency has sufficient funds available to pay for the service. Contractors providing services without a signed purchase order do so at their own risk. Pasco County will not be liable for payment for any services provided under the contract unless a valid purchase order has been issued to the contractor.

#### QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of Pasco County that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy Pasco County in regard to the bidder's qualifications.

Pasco County may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to Pasco County all information for this purpose that may be requested. Pasco County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy Pasco County that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- A. The ability, capacity, skill, and financial resources to perform the work or provide the service required.
- B. The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
- C. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- D. The quality of performance of previous contracts or services.

#### QUALITY OF GOODS

All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. All materials, supplies, and equipment furnished or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State, and local codes. Equipment and materials furnished by the bidder having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced or such defects promptly corrected by the bidder at no cost to Pasco County. Any existing Material Safety Data Sheets (MSDS) for the products, materials, supplies, or equipment being bid must be submitted with the bid. No product containing asbestos, lead paint, or polychlorinated biphenyl (PCB) in any form will be considered for award by Pasco County.

#### RISK OF LOSS

Pasco County shall be relieved from all risks of loss or damage to goods during periods of transportation, manufacture, and the entire time the goods are in the possession of Pasco County prior to acceptance by Pasco County. At such time, the risk of loss or damage for goods shall pass to Pasco County. The bidder/contractor shall not be responsible for damage to the goods occasioned by negligence of Pasco County or its employees.

#### RIGHT TO AUDIT

The contractor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by Pasco County from the subject vendor. The contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by Pasco County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by Pasco County, its designees, or other authorized bodies.

### RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to Pasco County, the same amount may be deducted from any sum due the contractor under the contract or under any other contract between the contractor and Pasco County. The rights of Pasco County are in addition and without prejudice to any other right Pasco County may have to claim the amount of any loss or damage suffered by Pasco County on account of the acts or omissions of the contractor.

### REQUIREMENTS CONTRACT

During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees this is a requirements contract and Pasco County shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of Pasco County for the period of the contract. The amount is only an estimate and the contractor understands and agrees Pasco County is under no obligation to the contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees Pasco County may require services in an amount less than or in excess of the estimated annual contract amount, and the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

### TABULATIONS

Solicitation results, plan holder lists, and related information may be retrieved from our website: [www.PascoCountyFL.net](http://www.PascoCountyFL.net). Click on "Bids," click on "closed solicitations," and look for the solicitation number in the appropriate year. Solicitation results will normally be available online within three (3) working days after opening. Solicitation results or tabulations will not be given over the telephone or via fax.

### TAXES

All bids shall be submitted exclusive of direct Federal, State, and local taxes; however, if the bidder believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item bid price. Prices quoted must be in units specified, and shall not include the cost of any such taxes, including those on any material, supplies, or equipment used or installed in the work. Pasco County does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. See Exemption Number on face of the resulting purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for improvement of County-owned real property. Please refer to Chapter 192, Florida Statutes.

### UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the contractor is considered by Pasco County to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by Pasco County, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, Pasco County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor. Notwithstanding the above, Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

## **SPECIFICATIONS**

### **1. INTRODUCTION**

The Pasco County Board of County Commissioners is seeking a cost-effective, externally hosted email archiving and e-Discovery service, which is scalable, compliant with the existing infrastructure, meets the minimum required functionality specified herein, integrates easily with our enterprise infrastructure and enhances the security and continuity of the existing infrastructure.

### **2. OBJECTIVES**

This invitation is intended to achieve the following objectives:

- 2.1 Establish a comprehensive, competitively solicited, contract that offers email archiving services for Pasco County and other public jurisdictions throughout the State of Florida (Participating Entities).
- 2.2 Achieve significant cost savings for email archiving service providers throughout the State of Florida through a single competitive process that eliminates the need for multiple solicitations and responses by such providers.
- 2.3 Aggregate the volume of jurisdictions throughout the State of Florida to achieve favorable pricing and incentives.
- 2.4 Reduce the administrative and overhead costs of email archiving service providers and public jurisdictions throughout the State of Florida by standardizing email archiving service delivery.

*These objectives do not preempt Participating Entities from using other competitive processes or contract mechanisms as required by law.*

### **3. MINIMUM REQUIREMENTS**

- 3.1 The proposed solution must support the following email environment:
  - 3.1.1 Microsoft Windows 2003 Active Directory.
  - 3.1.2 Microsoft Exchange 2007.
  - 3.1.3 1350 individual mailboxes.
  - 3.1.4 70 generic shared mailbox accounts.
  - 3.1.5 Approximately 220,000 emails sent/received per month (30GB of data).
  - 3.1.6 50 MBPS Internet connection.



- 3.2 The proposed service must include the ability to import previously archived Microsoft .PST files:
  - 3.2.1 600GB of County-wide email archive .PST files created by Exchange journaling.
  - 3.2.2 300GB of individual employee archive .PST files created by Outlook Auto Archive.
- 3.3 The Service Provider shall allow Pasco County to add or delete mailboxes at any time without penalty or additional fees.
- 3.4 The proposed solution must be delivered as an externally hosted service with minimal deployment of locally installed hardware or software. Respondent must identify any requirement for local hardware, software or changes to the existing Pasco County BCC infrastructure.
- 3.5 The proposed solution must minimize latency of email delivery.
- 3.6 The proposed solution must offer a guarantee in writing of 100% email availability.
- 3.7 The proposed solution must store email in a secure, resilient store. Respondent must describe how security, resiliency and redundancy of the archive will be guaranteed.
- 3.8 The proposed solution must capture all internally and externally sent/received email from Microsoft Exchange 2007.
- 3.9 Email attachments must be included in the archive.
- 3.10 The proposed solution must provide the ability to stub messages in Exchange to conserve space in the mail environment.
- 3.11 The proposed solution must capture all email recipients including BCC (blind carbon copy) and distribution lists.
- 3.12 The proposed solution must provide responses to search queries in less than five (5) seconds for administrators across all archived email and for end users across their personal email. The speed of search must not be impacted as the archived data volume increases.
- 3.13 The proposed solution must allow end users and administrators to search the archive from a web page.
- 3.14 The proposed solution must allow designated outside entities, such as local newspaper reporters, to search the emails of selected users from a web page.
- 3.15 The proposed solution must allow end users to search the archive from within Microsoft Outlook and have results returned within Microsoft Outlook.

- 3.16 Archived data must be available to search in near real time (i.e. within thirty minutes after receipt).
- 3.17 The proposed solution must include the ability to search by subject line, senders, receivers and text within the message body.
- 3.18 The proposed solution must include the ability to search text within attachments.
- 3.19 Searches must support the use of wildcards, Boolean and free text searches.
- 3.20 The proposed solution must allow the search to be limited to specific date ranges.
- 3.21 The proposed solution must allow users to search over the entire retention period.
- 3.22 The proposed solution must allow users and administrators to consolidate multiple emails found as the result of a search and export as a single file or folder.
- 3.23 The proposed solution must record and make auditable when an administrator reviews email content or exports data from the system.
- 3.24 The proposed solution must allow different levels of administrative permission to be set.
- 3.25 The proposed solution must be able to detect and correct data tampering or corruption in the archive.
- 3.26 The proposed solution must include email delivery information and destination receipt associated with each email.
- 3.27 The proposed solution must have the ability for end users to direct mail related information into special folders with specific retention periods specified by the administrator.
- 3.28 The proposed solution must have the ability to auto purge items that have aged beyond the specified retention period.
- 3.29 The proposed solution must have the ability to override the retention rules and allow the purging of emails from the archive according to a defined approval workflow.
- 3.30 The proposed solution must include the ability to run e-Discovery, place legal holds and perform subsequent searches of held messages.
- 3.31 The proposed solution must allow a retention period to be set, where old emails are deleted from the system. The retention period must be customizable based on Active Directory group membership, sender/recipient address or email/envelope metadata.

- 3.32 The proposed solution must provide a mechanism for exporting data in the event of a migration to another vendor. Respondent must describe the process for exporting data in the event of a migration to another vendor, any costs associated with such an export, and any specific tools that would be required to read or import exported archive data.
- 3.33 The proposed solution must support the ability to import historical email or archives in the form of Microsoft Exchange .pst files. Emails imported from Microsoft Exchange .pst files must be assigned to the appropriate email owner based on email envelope data.
- 3.34 In a disaster scenario, the proposed solution must have the ability for end users to see the folder structure in the archive that they have created in Outlook and work with the contents in real time.
- 3.35 The proposed solution must automatically synchronize the contents of folders following any downtime in the Exchange environment.
- 3.36 The proposed solution must be able to integrate with multiple Exchange servers in different physical locations.
- 3.37 The proposed solution must include the ability to add a disclaimer message to the end of all outgoing email messages based on a configurable policy.
- 3.38 The proposed solution must support continuity for both planned and unplanned email outages.
- 3.39 In the event of an unplanned email outage, the proposed solution must have the capability for failover to be activated automatically and immediately to insure email continuity.
- 3.40 The proposed solution must store all data in an encrypted format.
- 3.41 The proposed solution must encrypt all communications between the host site and the Exchange environment.
- 3.42 In a disaster scenario, the proposed solution must allow users to continue to work with emails in their mailbox and send/receive emails from within Microsoft Outlook.
- 3.43 The proposed solution must include continuity for email on mobile devices such as Blackberry and Exchange Active Sync.
- 3.44 The proposed solution must provide spam filtering with a guarantee that over 98% of all spam is blocked.
- 3.45 The proposed solution must provide anti-virus blocking with a guarantee that 100% of all viruses are blocked.

- 3.46 The proposed solution must provide user notification of held (quarantined) emails.
- 3.47 The proposed solution must allow for held email notification to be delivered per email or on a periodic basis as determined by the end user or email administrator.
- 3.48 The proposed solution must provide a secure messaging tool to guarantee security and privacy of sensitive email messages in transit across the Internet.
- 3.49 The proposed solution must provide capability for large attachments to be delivered to end users without any impact on mailbox size.
- 3.50 The proposed solution must provide a single administrative console for control of email retention, continuity, security and policy.

**END OF SPECIFICATIONS**

## BID FORM

Business Name: \_\_\_\_\_

Item No.	Description	Unit Price	Total
1.	Cost <u>per User</u> to archive emails for:  Five (5) Years:  Ten (10) Years:  Indefinitely:	\$ _____  \$ _____  \$ _____	\$ _____  \$ _____  \$ _____
2.	Initial setup, implementation, documentation and training (all inclusive):		\$ _____
3.	Cost per GB to import previously archived Microsoft .PST files:  600GB created by Exchange:  300GB created by Outlook:	\$ _____  \$ _____	\$ _____  \$ _____
4.	Additional fees (if elected):  Searching or exporting data:  Migration to another solution:		\$ _____  \$ _____
5.	Annual license, support and maintenance:		\$ _____

Vendors must submit the following to be considered responsive:

1. A completed bid form.
2. A history of the Bidder's experience providing the specified services and a minimum of two (2) references for services of similar scope and discipline as specified herein. References must include (1) complete client contact information, (2) dates of service, and (3) a brief description of the services provided.
3. A description of (1) the implementation process for the proposed solution, (2) the approximate timeline for implementation and (3) the customer's role and responsibilities in this process.
4. A copy of the Bidder's contract (if required) if awarded.

5. Bidders must address each minimum requirement (specifications) and indicate whether or not the offered solution meets, exceeds or fails to meet each requirement. Comments must be provided for all items that exceed or fail to meet the specification to explain the exception. Prices offered on the Bid Form shall be construed to include all specified requirements marked as meets or exceeds by the Bidder.

**Unless otherwise noted by the Bidder, the offered solution will be construed to meet the minimum requirements. If the County discovers, during its evaluation, that a Bidder's solution fails to meet a particular minimum requirement and it was not noted by the Bidder, the entire response may be deemed non-responsive and not considered for award.**

6. Considering Pasco County's sponsorship of the resulting contract and ongoing investment of time and effort to promote through its *Florida Local Government Purchasing Network (FLGPN)*, fully describe ALL incentives your company will offer Pasco County for these duties if awarded this opportunity (i.e. Contract Administrative Fee(s) or rebates associated with other Participating Entity utilizing ["piggybacking"] the resulting contract with Pasco County, etc.) Include the conditions associated with each incentive. Reasonable prospects for revenue may be considered during evaluation of costs and award.
- 

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**BID FORM (CONTINUED)**

"We offer to sell/provide Pasco County, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days."

\_\_\_\_\_  
(Signature of Bidder—Ink)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Business Name)

Receipt of Addendum No. \_\_\_\_\_ through No. \_\_\_\_\_ is acknowledged.

Business Name: \_\_\_\_\_  
(The Name on File with the Internal Revenue Service)

Doing Business as (Fictitious Name): \_\_\_\_\_

Business Organization:

Corporation       Limited Liability Company (LLC)

State Registered In: \_\_\_\_\_ Year: \_\_\_\_\_

Partnership:       General       Limited

Sole Proprietorship:      Owner: \_\_\_\_\_

Other: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Date: \_\_\_\_\_

**BID FORM****EXHIBIT B**

Business Name: **Mimecast North America**  
**275 Grove Street,**  
**Building 2, Suite 400,**  
**Newton, MA 02466**

<b>Item No.</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
1.	Cost per User to archive emails for: Five (5) Years: Ten (10) Years: Indefinitely:	\$ 10.00/user/year \$ 10.00/user/year \$ 12.00/user/year	\$ 67,500.00** \$ 135,000.00** \$ 12 X No. of years**
2.	Initial setup, implementation, documentation and training (all inclusive):		\$698.00**
3.	Cost per GB to import previously archived Microsoft .PST files: 600GB created by Exchange: 300GB created by Outlook:	\$25.00 \$25.00	\$ 15,000.00** \$ 7,500.00**
4.	Additional fees (if elected): Searching or exporting data: Migration to another solution:		\$ (included) \$ 10/GB
5.	Annual license, support and maintenance:	\$998.00 per year	\$4,990.00, 5 years**

\*\* Payment upfront in advance



**BID FORM (CONTINUED)**

"We offer to sell/provide Pasco County, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days."

Mary Kay Roberto  
(Signature of Bidder - Ink)

MARY KAY ROBERTO, SVP GM  
(Printed Name and Title)

MIMECAST NORTH AMERICA  
(Business Name)

Receipt of Addendum No. \_\_\_\_\_ through No. \_\_\_\_\_ is acknowledged.

Business Name: MIMECAST NORTH AMERICA INC  
(The Name on File with the Internal Revenue Service)

Doing Business as (Fictitious Name): N/A

**Business Organization:**

Corporation       Limited Liability Company (LLC)

State Registered In: DELAWARE      Year: 2007

Partnership:       General       Limited

Sole Proprietorship:      Owner: \_\_\_\_\_

Other: \_\_\_\_\_

Telephone: 1800 660 1194

Facsimile: \_\_\_\_\_

Address: 275 GROVE STREET, BUILDING 2, SUITE 400

City, State, Zip: NEWTON, MA, 02466

Date: 09/29/09

**STRATEGIC REBATE INCENTIVE:**

Mimecast views this opportunity to work with Pasco as one not merely of commercial value but rather as a strategic entry point into other opportunities within Florida State Local Government. As such we are obviously interested in incentivizing Pasco County to promote and support our efforts to engage other entities that fall within the scope of the Florida Local Government Purchasing Network as much as may be possible, obviously subject to a successful implementation and ongoing success of the project at Pasco County.

On that basis we are pleased to offer the following:

Mimecast will pay Pasco County a Contract Administration fee for all other contracts that are signed with us as result of "Piggybacking" on this contract should we be a successful bidder. This will equate to half of the annual Support fees paid to Mimecast for the duration of the contract.

A five year contract would therefore produce a Contract Administration fee of \$2,495.00 paid to Pasco County.

Conditions:

- Applicable for 5 year Contract terms.
- All contracts fees are collected upfront, in advance.

## SPECIFICATIONS MET BY MIMICAST

### **3. MINIMUM REQUIREMENTS PROVIDED BY PASCO COUNTY**

3.1 The proposed solution must support the following email environment:

3.1.1 Microsoft Windows 2003 Active Directory.

Mimecast meets this requirement.

3.1.2 Microsoft Exchange 2007.

Mimecast meets this requirement.

3.1.3 1350 individual mailboxes.

Mimecast meets this requirement.

3.1.4 70 generic shared mailbox accounts.

Mimecast meets this requirement.

3.1.5 Approximately 220,000 emails sent/received per month (30GB of data).

Mimecast meets this requirement.

3.1.6 50 MBPS Internet connection.

Mimecast meets this requirement.

3.2 The proposed service must include the ability to import previously archived Microsoft .PST files:

3.2.1 600GB of County-wide email archive .PST files created by Exchange journaling.

Mimecast meets this requirement.

3.2.2 300GB of individual employee archive .PST files created by Outlook Auto Archive.

Mimecast meets this requirement.

3.3 The Service Provider shall allow Pasco County to add or delete user mailboxes at any time without penalty or additional fees.

Mimecast meets this requirement.

3.4 The proposed solution must be delivered as an externally hosted service with minimal deployment of locally installed hardware or software. Respondent must identify any requirement for local hardware, software or changes to the existing Pasco County BCC infrastructure.

Mimecast meets this requirement. Please see attached Addendum: Email Archiving + Success. Mimecast requires no additional hardware at your site. A software agent is deployed on Microsoft Outlook and can be deployed rapidly via Group Policy via a lightweight MSI Package. An additional software agent, Mimecast services for Exchange need to be deployed at the customer site to provide Folder based retention and Mailbox management services that fall under the scope of the required service.

You will need to redirect you MX record and lock down your firewall ranges to our data centers. Please see attached addendum describing the process in more detail: Implementation Guide

3.5 The proposed solution must minimize latency of email delivery.

Mimecast meets this requirement.

3.6 The proposed solution must offer a guarantee in writing of 100% email availability.

Mimecast meets this requirement.

3.7 The proposed solution must store email in a secure, resilient store for a minimum of ten years. Respondent must describe how security, resiliency and redundancy of the archive is guaranteed.

Mimecast meets this requirement and can archive mail for as long as is required, the default is ten years. Please see addendums attached:

- 1) Email+ Continuity Whitepaper and
- 2) Mimecast Data Security and
- 3) Mimecast AD Authentication

3.8 The proposed solution must capture all internally and externally sent/received email from Microsoft Exchange 2007.

Mimecast meets this requirement.

3.9 Email attachments must be included in the archive.

Mimecast meets this requirement.

3.10 The proposed solution must provide the ability to stub messages in Exchange to conserve space in the mail environment.

Mimecast meets this requirement.

3.11 The proposed solution must capture all email recipients including BCC (blind carbon copy) and distribution lists.

Mimecast meets this requirement.

3.12 The proposed solution must provide responses to search queries in less than five (5) seconds for administrators across all archived email and for end users across their personal email. The speed of search must not be impacted as the archived data volume increases.

Mimecast meets this requirement.

3.13 The proposed solution must allow end users and administrators to search the archive from a web page.

Mimecast meets this requirement.

3.14 The proposed solution must allow designated outside entities, such as local newspaper reporters, to search the emails of selected users from a web page.

Mimecast meets this requirement.

Mimecast meets this requirement.

- 3.16 Archived data must be available to search in near real time (i.e. within thirty minutes after receipt).

Mimecast meets this requirement.

- 3.17 The proposed solution must include the ability to search by subject line, senders, receivers and text within the message body.  
Mimecast meets this requirement.

- 3.18 The proposed solution must include the ability to search text within attachments.  
Mimecast meets this requirement.

- 3.19 Searches must support the use of wildcards, Boolean and free text searches.  
Mimecast meets this requirement.

- 3.20 The proposed solution must allow the search to be limited to specific date ranges.  
Mimecast meets this requirement.

- 3.21 The proposed solution must allow users to search over the entire retention period.  
Mimecast meets this requirement.

- 3.22 The proposed solution must allow users and administrators to consolidate multiple emails found as the result of a search and export as a single file or folder.  
Mimecast meets this requirement.

- 3.23 The proposed solution must record and make auditable when an administrator reviews email content or exports data from the system.  
Mimecast meets this requirement.

- 3.24 The proposed solution must allow different levels of administrative permission to be set.  
Mimecast meets this requirement.

- 3.25 The proposed solution must be able to detect and correct data tampering or corruption in the archive.  
Mimecast meets this requirement.

- 3.26 The proposed solution must include email receipt and delivery information associated with each email.  
Mimecast meets this requirement.

- 3.27 The proposed solution must have the ability for the end users to direct mail related information into special folders with specific retention periods specified by the administrator.  
Mimecast meets this requirement.

- 3.28 The proposed solution must have the ability to auto purge items that have aged beyond the specified retention period.  
Mimecast meets this requirement.

3.29 The proposed solution must have the ability to override the retention rules and allow the purging of emails from the archive according to a defined approval workflow.  
Mimecast meets this requirement.

3.30 The proposed solution must include the ability to run e-Discovery, place legal holds and perform subsequent searches of held messages.  
Mimecast meets this requirement.

3.31 The proposed solution must allow a retention period to be set, where old emails are deleted from the system. The retention period must be customizable based on Active Directory group membership, sender/recipient address or email/envelope metadata.  
Mimecast meets this requirement.

3.32 The proposed solution must provide a mechanism for exporting data in the event of a migration to another vendor. Respondent must describe the process for exporting data in the event of a migration to another vendor, any costs associated with such an export, and any specific tools that would be required to read or import exported archive data.

Mimecast will return that data to the customer upon request at the termination of the contract in a non-proprietary format, relevant to the format required on the day to import into the Exchange environment. Today this would be in the form of PST files. Mimecast will deliver this on an encrypted to the customer after running searches and exports across the required data set. Cost can be found in the completed did document.

3.33 The proposed solution must support the ability to import historical email or archives in the form of Microsoft Exchange .pst files. Emails imported from Microsoft Exchange .pst files must be assigned to the appropriate email owner based on email envelope data.  
Mimecast meets this requirement.

3.34 In a disaster scenario, the proposed solution must have the ability for end users to see the folder structure in the archive they have created in Outlook and work with the contents in real time.  
Mimecast meets this requirement.

3.35 The proposed solution must automatically synchronize the contents of folders following any downtime in the Exchange environment  
Mimecast meets this requirement.

3.36 The proposed solution must be able to integrate with multiple Exchange servers in different physical locations.  
Mimecast meets this requirement.

3.37 The proposed solution must include the ability to add a disclaimer message to the end of all outgoing email messages based on a configurable policy.  
Mimecast meets this requirement.

- 3.38 The proposed solution must support continuity for both planned and unplanned email outages.  
Mimecast meets this requirement.
- 3.39 In the event of an unplanned email outage, the proposed solution must have the capability for failover to be activated automatically and immediately to insure email continuity.  
Mimecast meets this requirement.
- 3.40 The proposed solution must store all data in an encrypted format  
Mimecast meets this requirement in full.
- 3.41 The proposed solution must encrypt all communications between the host site and the Exchange environment  
Mimecast meets this requirement.
- 3.42 In a disaster scenario, the proposed solution must allow users to continue to work with emails in their mailbox and send/receive emails from within Microsoft Outlook.  
Mimecast meets this requirement.
- 3.43 The proposed solution must include continuity for email on mobile devices such as Blackberry and Exchange Active Sync.  
Mimecast meets this requirement.
- 3.44 The proposed solution must provide spam filtering with a guarantee that over 98% of all spam is blocked.  
Mimecast meets this requirement.
- 3.45 The proposed solution must provide anti-virus blocking with a guarantee that 100% of all viruses are blocked.  
Mimecast meets this requirement.
- The proposed solution must provide user notification of held (quarantined) emails.
- 3.46 Mimecast meets this requirement.
- 3.47 The proposed solution must allow for held email notification to be delivered per email or on a periodic basis as determined by the end user or email administrator.  
Mimecast meets this requirement.
- 3.48 The proposed solution must provide a secure messaging tool to guarantee security and privacy of sensitive email messages in transit across the Internet.  
Mimecast meets this requirement.
- 3.49 The proposed solution must provide capability for large attachments to be delivered to end users without any impact on mailbox size.  
Mimecast meets this requirement.
- 3.50 The proposed solution must provide a single administrative console for control of email retention, continuity, security and policy.  
Mimecast meets this requirement.

**END OF SPECIFICATIONS**

## Mimecast Experience Providing the Service:

Founded in 2002, with its US Headquarters in Boston, MA, Mimecast is a provider of a unified email archiving, security, and continuity service delivered in a software-as-a-service (SaaS) or online model to the enterprise. Mimecast has been focused on providing a breadth of infrastructure services targeted at enterprise email environments. These IT infrastructure services include:

- Email continuity
- Email security
- Email policy management
- Email marketing
- Email attachment management services

The Mimecast Unified Email Management (UEM) platform provides a comprehensive set of tools for administering all aspects of email management. Whether stopping the delivery of spam, archiving messages for compliance or ensuring email continuity through an outage to the primary email environment, Mimecast UEM delivers a robust service for controlling messaging. Because Mimecast is a unified platform, there is an extensive list of functionality available to both end-users and administrators, combining the attributes of a mail transfer agent, archiving server, gateway policy appliance, spam and virus filter and high availability solutions.

Mimecast offers managed e-mail archiving as part of a wider Unified E-mail Management service. The service includes integrated continuity and security for corporate communications and data and has other operations in Europe, the Middle East, Africa and offshore. Mimecast has 2,500 customers, including 40% of the U.K.'s top law firms and a growing number of US Law firms. Gartner estimates that more than 50% of our customers are using the e-mail archiving service. Mimecast markets through direct and alliance channels to the enterprise market and also serves the small and midsize markets through partners. In April of 2009, Iron Mountain announced an agreement to license Mimecast technology for a managed solution that would be hosted at Iron Mountain facilities.

Mimecast e-mail archiving works with all mail servers but offers additional services for Exchange and Outlook implementations, such as integration into Outlook for active search and transparent failover and the archiving of e-mails to and from users on the same mail server. With Mimecast's proprietary technology, e-mails are captured either through the gateway for external mail or journaling for internal mail, then encrypted, hashed, split into component parts, single-instanced, and then hashed again. Encryption is AES 256, with fragments of both customer data and decryption keys stored across different servers so individual server data is meaningless outside of the entire repository. Pricing is on a per-seat basis with unlimited storage. Mimecast also charges a small annual fee for technical support.



Mimecast has provided the service to various customers including the following two contactable references. Full case studies are attached.

1) Rockline Industries:

**CONTACT INFORMATION:**

Perry Fritz

Enterprise Operations Manager

[pafritz@ROCKLINEIND.com](mailto:pafritz@ROCKLINEIND.com)

P: 920-451-7674

**DATES OF SERVICE:** 30<sup>th</sup> July, 2008 until today.

**At a Glance:**

Company: Rockline Industries ([www.rocklineind.com](http://www.rocklineind.com))

Industry: Paper products manufacturer

**About Rockline Industries**

Privately owned Rockline Industries, based in Wisconsin, is the largest supplier of coffee filters and private label baby wipes in North America. Employing 1,800 people, Rockline does business in more than 50 countries and has manufacturing operations around the world. In order to remain compliant with Federal Rules for Civil Procedures, the company needed a better solution for archiving email for its 650+ email users. Rockline's existing approach required locating and then searching daily backups from tape and individual Outlook PST files distributed all over the company's network – a time-consuming and expensive task. In 2008, the Human Resources staff at Rockline approached Perry Fritz, Enterprise Operations Manager, to find a better way to meet compliance requirements.

**Objectives:**

Speed retrieval of archived email and eliminate PST files  
Ensure access to business email in the event of a disaster or emergency  
Lower the total cost of email management.

**Results:**

Archived emails can be retrieved in minutes with no PST files  
Email defaults to Mimecast servers within seconds of outage, ensuring no business interruptions  
Cost of Mimecast is one quarter of projected cost of multiple on-premise point solutions

## 2) University of Tennessee Medical Center

### CONTACT INFORMATION

Jerry Hook.

Server Team Manager.

[jhook@mc.utmc.edu](mailto:jhook@mc.utmc.edu)

+1.865.305.9192

DATES OF SERVICE: January, 2009 until today.

Comprehensive in-the-cloud service replaces three point products, vastly improving performance and reducing administrative burden.

#### **At a Glance:**

Company: University of Tennessee Medical Center (<http://www.utmedicalcenter.org>)

Industry: Healthcare

Number of Email Users: 4,600

#### **Objectives:**

Reduce spam volume and virus outbreaks

Gain more comprehensive archival access and easier retrieval

Implement disaster recovery solution

Reduce cost and administrative burden of email management

**Results:** Replaced three anti-spam appliances and two software solutions with one service  
Reduced costs by 60 percent; even while adding disaster recovery and policy management  
Reduced spam and virus outbreaks to virtually nothing  
Administrative time reduced from 40 hours to less than two hours per month.

#### **About University of Tennessee Medical Center**

University of Tennessee Medical Center is a major medical center providing superior treatment and healthcare support to residents of the East Tennessee region, as well as offering expert care as the area's only Level I Trauma Center. The hospital offers general, specialty and sub-specialty care in a full range of medical fields, including specialties with heart, lung, vascular, brain, spine, childbirth and cancer as well as many other conditions. The only academic hospital in the Knoxville area, UTMedical Center is the leading resource for research, discovery and updated treatments in the community. The hospital maintains a serious environment with devotion to technological and treatment advances that provide better care for patients.

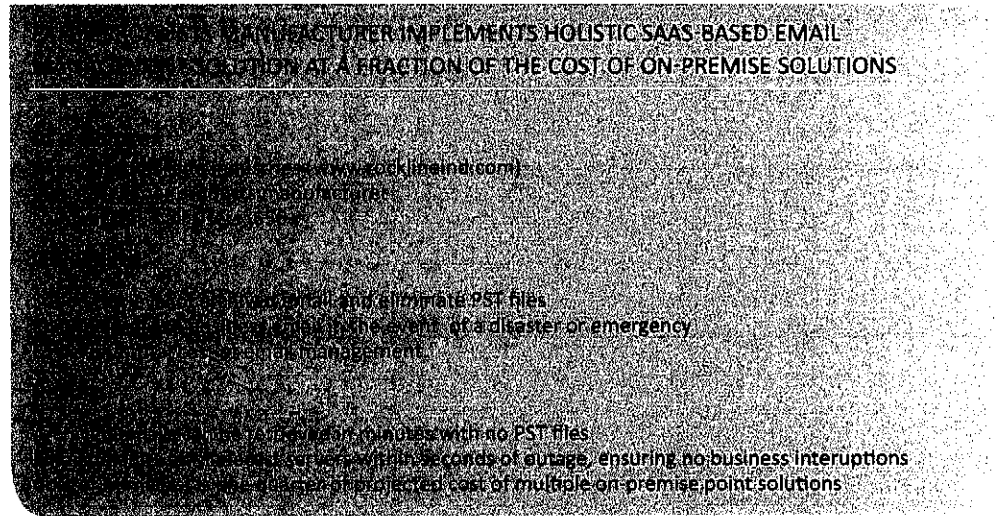
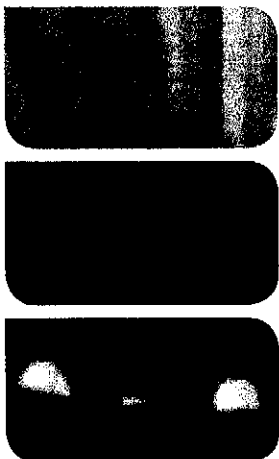
As might be expected, a significant amount of communication among doctors, patients and support staff takes place via email. In fact, there are more than 4,600 email users on the UTMedical Center's domain. Jerry Hook, Manager of Windows Systems, is responsible for upkeep and support of all email and related technologies such as anti-spam, anti-virus and encryption.

## ROCKLINE INDUSTRIES – MIMICAST CASE STUDY:



*“When we compared the cost of Mimecast to the purchase and maintenance of multiple point solutions required to cover all of the features we wanted, we found that Mimecast would be approximately one-quarter the cost.... Mimecast beat everyone else hands down.”*

*Perry Fritz  
Enterprise Operations  
Rockline Industries*



### About Rockline Industries

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In order to remain compliant with Federal Rules for Civil Procedures, the company needed a better solution for archiving email for its 650+ email users. Rockline’s existing approach required locating and then searching daily backups from tape and individual Outlook PST files distributed all over the company’s network – a time-consuming and expensive task. In 2008, the Human Resources staff at Rockline approached Perry Fritz, Enterprise Operations Manager, to find a better way to meet compliance requirements.

### Multiple Requirements Drive the Need for Unified Email Management

The timing of the request was good. Fritz’s team had been working on a related project, a way to automatically append and govern signatures on outgoing emails at the location level – a requirement for its UK operations – and was also considering integrating Rockline’s anti-spam solution. They folded this new archiving requirement into the mix.

As the scope of the project expanded, however, the complexities and costs mounted. “To cover everything we needed, it looked as if we would need to purchase at least four point solutions,” Fritz recalls. “That meant dealing with four different vendors, purchasing multiple servers, trying to wrestle everything into working together, and then maintaining it. We didn’t have the staff or the budget to take all that on. Then one of our IT staffers discovered Mimecast.”

Mimecast provides the only end-to-end solution for unified email management in the cloud – a fully SaaS based solution that covers archiving, discovery, business continuity, security and policy management. More than 2,000 companies around the world have replaced multiple, on-premise point solutions with Mimecast subscriptions in order to significantly reduce the risk, complexity and overall cost of email management.

### The Most Value for a Fraction of the Cost

“Mimecast had everything we needed, and more, all in one place and the model is so straightforward and simple,” says Fritz. “We pay one price per user per month, and email management is completely covered.”

Before committing to Mimecast, Rockline conducted a thorough evaluation of alternatives – including on-premise software and appliances. “When we compared the cost of Mimecast to the purchase and

#### About Mimecast:

Mimecast delivers SaaS-based enterprise email management including archiving, discovery, continuity, security and policy. By unifying disparate and fragmented email environments into one holistic solution that is always available from the cloud, Mimecast minimizes risk and reduces cost and complexity while providing total end-to-end control of email. Founded in 2002, Mimecast has expanded from the United Kingdom into the United States, South Africa and Scandinavia, serves more than 2,000 customers worldwide and has seen 300% revenue growth over its last fiscal year.

maintenance of the multiple, point solutions required to cover all of the features we wanted, we found that Mimecast would be approximately one-quarter the cost, and with far fewer headaches because it ties in directly with our existing Outlook servers. In addition, some of the features we wanted – such as disaster recovery – weren't offered by any other vendor, period. In the end, Mimecast beat everyone else hands down."

#### Implementation Takes Days; Not Weeks

All the elements of Mimecast were developed in tandem using the same code base, so they work together beautifully, Fritz reports. That meant implementation was simple. Mimecast has documented a step-by-step process – how to set up the Exchange server, what ports to offer, and so on – that's very easy to follow. And it was completely seamless for Rockline's email users.

With Mimecast, Rockline has achieved its original objectives – and then some. Its staff can easily retrieve archived email for any user in just a few minutes. They have the ability to automatically append email signatures at the individual, office or regional level. Their spam and virus protection is more integrated than what was provided by their previous vendor. "But best of all," says Fritz, "we were able to add several important capabilities that we didn't think we could get or afford – such as disaster recovery – for less than what we paid for just anti-virus protection before."

#### Major Ice Storm and Power Outage Puts Mimecast to the Test Early On

The Rockline IT team is particularly excited to have user continuity – a capability it did not have previously. Rockline had the opportunity to test this Mimecast feature in January 2009, when a devastating ice storm hit Arkansas, knocking out power to its main facility in Northwest Arkansas including the email server.

The switchover from Exchange Server to Mimecast happened in seconds, says Fritz. "Most area employees were staying in hotels due to the storm, so they had Internet access," he explains. "We sent out a notice reminding them to simply click on their Mimecast inbox, rather than their regular Outlook inbox, in order to send and receive email. It looks just like Outlook, and all the same policies and services such as anti-spam are applied. Everything worked perfectly. Thanks to Mimecast, we didn't lose a step. The email outage was completely undetectable to customers, partners and others who communicate with us via email."

Fritz adds, "The feedback we got from employees was extremely positive. One emailed me to say, 'Just letting you know I have Mimecast up and running and it works great!'"

#### Mimecast Means Never Having to Work Without Email

Email is a critical business tool for Rockline, says Fritz. "Email is like water – our staff expects to just turn on the spigot, and it works. While we could certainly function without it for a short period of time, it would put us at a disadvantage. Having Mimecast in place means we'll never be put in that position."

Another aspect of Mimecast that Rockline appreciates is the vendor's willingness to listen to customer needs. "They are very open to feedback, and we've already seen some of our suggestions incorporated into the solution," says Fritz.

When asked what advice he would offer to other companies about to embark on a search for an email management solution, Fritz cautions them to consider not just short-term capital expense, but also the longer-term cost of ownership. "When we considered all the elements of cost of ownership for email – hardware, software, maintenance, staffing, and so on – we realized that it made much more sense for us to outsource this," he advises. "We feel we get tremendous value out of Mimecast."

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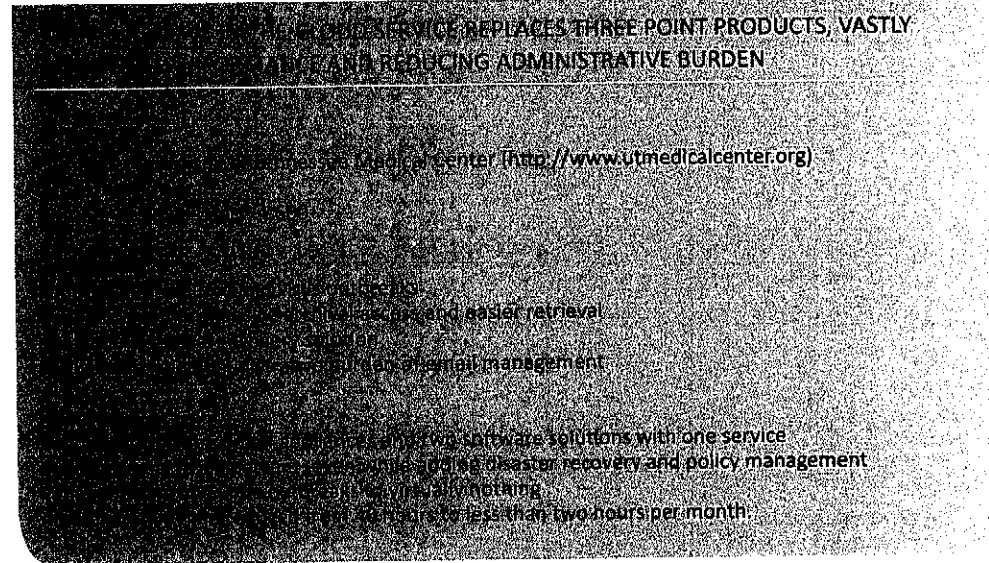
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## UNIVERSITY OF TENNESSEE MEDICAL CENTER



*"At the very beginning, there was uncertainty about placing all of our email management off-site. But the feature set won us over. With one service, we could get not only anti-spam and anti-virus, but also archival and retrieval, disaster recovery and policy management."*

**Jerry Hook**  
Manager of Windows Systems  
UT Medical Center



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University of Tennessee Medical Center is a major medical center providing superior treatment and healthcare support to residents of the East Tennessee region, as well as offering expert care as the area's only Level I Trauma Center. The hospital offers general, specialty and sub-specialty care in a full range of medical fields, including specialties with heart, lung, vascular, brain, spine, childbirth and cancer as well as many other conditions. The only academic hospital in the Knoxville area, UT Medical Center is the leading resource for research, discovery and updated treatments in the community. The hospital maintains a serious environment with devotion to technological and treatment advances that provide better care for patients.

As might be expected, a significant amount of communication among doctors, patients and support staff takes place via email. In fact, there are more than 4,600 email users on the UT Medical Center's domain. Jerry Hook, Manager of Windows Systems, is responsible for upkeep and support of all email and related technologies such as anti-spam, anti-virus and encryption.

### HIPPA compliance requires highest email security standards

Like most large organizations, UT Medical Center uses Microsoft Exchange Server as the core of its email management infrastructure. For many years, Hook and his team used an appliance for spam prevention, and third-party software for virus prevention, archiving and retrieval, and encryption. The latter makes for a particularly interesting infrastructure, explains Hook, due to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule. HIPAA requires all health-care providers to ensure the privacy of protected health information (PHI). With regard to email, this typically means encryption.

"You might think that virtually all email coming out of a medical center would contain PHI," says Hook. "But in fact, it's only about two percent of email. Therefore a strategy of encrypting all email doesn't make sense for us. Instead we use specialized software that, based on content, can determine when an outgoing email contains PHI and then automatically encrypts it."

This encryption scheme worked well for UT Medical Center. But Hook and his team faced challenges in other areas; chiefly, an increasing volume of spam, an incomplete system for email archival and retrieval, and a lack of a coordinated disaster-recovery strategy. Because of HIPPA, they also needed to ensure that data held in email is fully secure both in transit and in storage.

### Growing spam/virus problems and email retrieval challenges prompt search for solution

"We'd been using well-known anti-spam and anti-virus vendors," recalls Hook. "Both required us to do the scans on our Exchange server, which really slowed everything down. Reliability was also an issue – we had to constantly ride the vendors to make sure we had updates. Typically, it would take a call from us about

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*"I have been dealing with IT vendors for years and it's very rare for me to find a vendor that I completely trust. Mimecast's attention to detail, their support and the quality of their people are outstanding. Mimecast does exactly what they said it would do."*

**Jerry Hook**

Manager of Windows Systems  
UT Medical Center

increasing spam levels or a virus problem before they would apply new policies. It was time-consuming for our staff, and the problems were becoming noticeable to users."

With regard to email archiving and retrieval, due to space limitations on the Exchange server, the third-party software UT Medical Center used was only able to back up certain boxes. Other email was backed up only via PST files. In the event email had to be retrieved from backup (whether from a server or a PST file), it would have been a slow, manual process. And disaster recovery was virtually non-existent.

With the maintenance due to expire on its anti-spam and anti-virus products, Hook decided it was time to investigate a change. He began researching appliance-based approaches, but was put off by the cost, complexity and potential difficulty of integrating a new system in with UT Medical Center's encryption processes. Then a colleague suggested Mimecast.

#### SaaS-based approach offers high security, wide feature set, great value

Mimecast provides the only end-to-end solution for unified email management in the cloud – a fully SaaS-based solution that covers archiving, discovery, business continuity, security and policy management. More than 2,000 companies around the world have replaced multiple, on-premise point solutions with Mimecast subscriptions in order to significantly reduce the risk, complexity and overall cost of email management.

"At the very beginning, there was uncertainty about putting all of our email management off-site," says Hook. "But the feature set won us over. The initial demonstration we got from Mimecast was great – with one service, we could get not only anti-spam and anti-virus but also archival and retrieval, disaster recovery and policy management. We were amazed at how easy it was to administer, and because Mimecast operated in the cloud, it would be relatively easy to integrate it with our encryption solution. None of the other vendors we evaluated even came close to providing the wide feature set we got from Mimecast."

#### Mimecast implementation 'painless' and has reduced email management costs by 60 percent

The implementation was far simpler than he'd anticipated, says Hook. "This was a fairly big deal for our IT group, but I'd have to describe the implementation as 'painless.' The Mimecast team was just incredible. They were logging in on weekends and in the middle of the night to make sure everything went smoothly. I've never seen that kind of a support from a vendor."

Mimecast enabled UT Medical Center to retire three anti-spam appliances, plus its anti-virus and archiving/retrieval software (with associated servers). "Overall, we estimate that UT Medical Center saved 60 percent on IT costs with unified email management from Mimecast," says Hook.

But more importantly, he reports that service to users has improved. "We established SLAs up front – such as percentage of spam and availability – and Mimecast has easily exceeded them," says Hook. "We have not had any virus outbreaks since switching to Mimecast, and on the anti-spam front we are receiving far fewer false positives." Hook reports that typical outgoing email volume for UT Medical Center is about 10,000 messages per day, and inbound volume is typically about 65,000. "But that inbound volume has dropped dramatically, since about 70 percent of it is spam, and Mimecast blocks virtually all of it – so our inbound volume is down to fewer than 20,000 messages per day on average," says Hook. In addition, because it's all one integrated service, Mimecast ensures the security of PHI in emails both in transit and in storage – crucial for HIPAA compliance.

#### Administrative burden reduced by 20x

Time spent on administration has been significantly reduced since switching to Mimecast, according to Hook. "In the past, I'd estimate we spent at least 40 hours a month on administration of email management, with much of that on anti-spam," says Hook. "Since moving to Mimecast, our administrative burden has been significantly reduced. In fact, I haven't had to do any administration at all in the last three weeks. I'd estimate it's down to just one or two hours a month."

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## **Mimecast Implementation Guide**

### **Introduction**

Mimecast Online provides a comprehensive set of email management tools delivered over the Internet as a service - commonly known as Software as a Service, or SaaS.

The levels of functionality available from Mimecast Online effectively remove the need for all the associated point solutions that surround the corporate email infrastructure; systems such as email security (anti spam, anti virus) archiving, reporting and email continuity. Mimecast Online therefore, requires a minimal amount of integration with a customer's network and mail services.

This guide will help you understand the implementation process for Mimecast Online by detailing the steps involved, how Mimecast integrates with your network and any testing or validation that we require by the customer.

As our delivery methodology is SaaS, the implementation of Mimecast Online does not require any extra hardware or software to be installed at the customer's site.

### **Understanding the Mimecast Infrastructure**

Mimecast Online is deployed to the customer, and run from the 'Mimecast Grid'. Mimecast utilize a grid computing model that is capable of delivering an effective utility service to all our customers through a single multi-tenant service.

The Mimecast Grid is comprised of many individual devices, located across a network of highly resilient and redundant Tier One data centers. The customer's access to the Mimecast Grid is controlled through various layers that process web controls, security controls or email filtering and archiving; in terms of mail and web sessions the customer is allocated specific points of entry into the grid & these points translate to MX records, Disaster Recovery login access and outbound SMTP routing.

Our SaaS delivery model means changes to a customer's network are kept to a minimum with implementation of Mimecast following six simple steps.

## Implementing Mimecast

Connecting new customers to Mimecast is controlled by the 'Connection Team' who guide and control the set-up process. Our connection team will work directly with the customers email or systems administrators in order to smoothly deploy Mimecast Online into an email management infrastructure; implementing Mimecast does not require any specialist software or services, we simply utilize the native functionality of the customers mail server and if necessary directory services.

The implementation track for Mimecast follows six simple steps, usually spread over a seven day period.

### Step 1: Information request

Once the customer's order is processed with Mimecast, the connection team will email the nominated administrative contact with an introductory email explaining the process involved and with links to Mimecast documentation.

This introductory email also acts as a formal request for information from the customer, information such as sending/receiving IP addresses and email domain names the customer wishes to protect with Mimecast Online. A setup form is available for download from the introductory email.

Please note: The setup form requests details of inbound form-mail and forwarding addresses, i.e. anything external to the customers network infrastructure that handles or processes email for any domain to be hosted on Mimecast. The connection team need to establish the exact details of these services in order to prevent any spam filtering on this mail.

Once the connection team have received the setup form by email the customers account will be progressed to the second step.

### Step 2: Configuring your firewall

Mimecast security best practice implementation requires that the customer creates specific firewall rules from their infrastructure to our data centers, in order to prevent spam or virus leaks and to increase the security of information flows.

Mimecast needs to ensure that connectivity is available to the customers network over essential services such as SMTP (TCP/25), LDAP (TCP/389), LDAPS (TCP/636) & for journaling (Mimecast Multi) customers POP3 (TCP/110) or POP3S (TCP/995).

Mimecast's IP address ranges are available for download from the introductory email.

Mimecast would recommend that any pre-outbound policies that need to be configured, e.g. Footers, disclaimers & attachment handling policies, are deployed at this stage. The connection team is able to discuss this with the customer where necessary.



### Step 3: Sending mail out through Mimecast

Once the customer's firewall has been correctly configured Mimecast will accept outbound email for delivery to external third parties. This 'outbound-only mode' is usually run for seven days in order for Mimecast Online to build up the list of known corresponding pairs that makes up the auto-whitelist.

Under the guidance of the Mimecast connection team, the customer will be prompted to redirect outbound SMTP from their in-house mail server to the Mimecast Online grid. Two SMTP connectors or smart hosts are required to fully utilize the resilience of Mimecast.

### Step 4: Recipient validation and journaling

During the initial seven day outbound-only mode the Mimecast connection team will work with the customer to set up some of the required services that integrate Mimecast with the customer's network.

**Recipient Validation:** Mimecast's security best practice implementation requires some form of recipient validation. For Microsoft customers Mimecast is able to integrate with Active Directory to synchronize non secure information, such as email address, for use within Mimecast. Non Microsoft customers can import a list of known users for validation.

Mimecast can integrate with Active Directory over a non secure (clear) connection on TCP port 389 or, over a secure (encrypted) connection on TCP port 636 - the latter of course is dependant on the customer deploying a Root CA signed SSL certificate on the nominated Active Directory server.

**Journaling:** For Mimecast Multi customers who utilize Microsoft Exchange, the connection team will enable journaling support from a customer's mail server. Journaling allows Mimecast Online to record all internal email as well as external mail for the purposes of email archiving. Mimecast will extract journaled email from the Exchange server over a POP3 or POP3S connection (TCP/110 & TCP/995 respectively), the latter requiring a Root CA signed SSL certificate to negotiate the encryption.

The Mimecast connection team usually requires inbound recipient validation to be fully established before proceeding to the next step.

### Step 5: Allowing Mimecast to accept mail on your behalf

Mimecast Online requires the customer to redirect email flow, through MX records, through Mimecast. In other words Mimecast begins to accept and process mail before it is delivered to the customer's network.

The connection team will issue each customer with a set of MX record details; the customer must then request a DNS record (or zone file) update with their ISP for these new MX records. Please note: MX Records must be changed to match those supplied by Mimecast or email may not be delivered correctly.

Within a few days of the MX Record update the customer must request acknowledgement from their old MX record host that mail will no longer be received on their behalf.

Mimecast would recommend that any pre-inbound policies that need to be configured, e.g. content & attachment handling policies, are deployed at this stage. The connection team are able to discuss this with the customer where necessary.

#### Step 6: Completion and confirmation

Operationally Mimecast Online is now deployed. Final background checks are made by the connection team to ensure all the integration above has been successfully achieved.

Any further policy control required by the customer can be deployed with the assistance of the Mimecast connection team.

#### Validation & Testing

Mimecast Online is deployed without incident to hundreds of customers each month; the connection team do however run a series of background tests at each stage of the implementation process to ensure the expected result will be achieved.

Mimecast do recommend that each customer plan and provision their own acceptance testing for each stage of the implementation process. The table below provides the details of normal acceptance validation and testing, but does not take into account any specific infrastructure on the customer's site.

	Processes	Validation & Test method
Step 1	Determine IP addresses & Domain names that process email.	Email Domain names & IP addresses should be known to an organization. Mimecast require external internet routable addresses. To confirm an address accepts mail, telnet to the IP address, on port 25, and check for an SMTP banner response.
Step 2	Configuring your firewall to accept connections from Mimecast's IP address ranges.	Firewall rules should be specific, i.e. from your network to the Mimecast IP ranges rather than 'any to any' rules. Mimecast can test rules and firewall lock down, and the customer should test connectivity from inside their network; specifically on TCP ports 25, 389 or 636, and 110 or 995.
Step 3	Sending outbound mail through Mimecast.	Mail servers, once configured to route outbound mail through Mimecast, should be tested with a number of test mails. Mimecast or the customer can verify the flow of mail using the 'Performance' module within the GUI. Any policies applied to outbound mail should be tested for both negative and positive results.
Step 4	Setting up recipient validation through Active Directory integration, or list of know users. Setting up journaling for Mimecast Multi.	Active Directory connectivity can be tested directly through the Mimecast GUI, as can the journal connector. Customer monitoring at the firewall log level is recommended to validate the rule base. Journal connector activity should be tested with specific internal emails and viewed within the GUI
Step 5	MX record update to direct inbound email through Mimecast.	Testing of this process should be carried out to ensure the MX host has re-written the correct details. Inbound mail headers should be inspected to determine the route of delivery and the Mimecast 'Performance' GUI should be used to determine flow rates.
Step 6	Final validation.	All of the above should be retested, especially where policies have been deployed. Mimecast will carry out background lock down tests.



# **Email Continuity Success: Achieving true continuity with Mimecast**

Correctly balancing availability, recovery and continuity strategies

## A Guide to achieving true email continuity

*Correctly balancing availability, recovery and continuity strategies*

“ Email downtime is a source of real aggravation, lost productivity, reputation risk, potential regulatory consequence and lost trade. ”

All email systems will fail at some stage. Failure can result from software error, hardware failure, a storage problem, human error, a utility outage, a network problem, or a catastrophe such as a flood, fire or theft. Understanding these possibilities enables companies to plan, provision and protect their services appropriately and to avoid the significant costs and risks that email failure will present to their business.

End users rate email as their number one application and place a heavy reliance on it for many business functions. Email downtime is a source of real aggravation, lost productivity, reputation risk, potential regulatory consequence and lost trade. Protecting the uptime of email service and email data access is therefore a key responsibility of IT professionals.

“ Conventional approaches to email continuity are technically complex, expensive to operate and maintain and invoking them can usually only be justified in the most serious of disasters. ”

Unfortunately conventional approaches to email continuity are technically complex, expensive to operate and maintain, and invoking them can usually only be justified in the most serious of disasters. They also do not cater for many downtime scenarios and leave many organizations inadequately protected despite their significant investments. The cost of ensuring email uptime remains a prohibitive factor, and many organizations IT budgets are already under pressure to deliver more business value.

Mimecast changes this picture completely by delivering a unique gateway based email continuity solution as a service via the Internet. Mimecast's service is complimentary to any existing investments in email uptime and will comprehensively increase uptime capabilities with a modest budget and at no additional cost for existing Mimecast users.

“ Mimecast changes this picture completely by delivering a unique gateway based email Continuity solution as a service via the Internet. ”

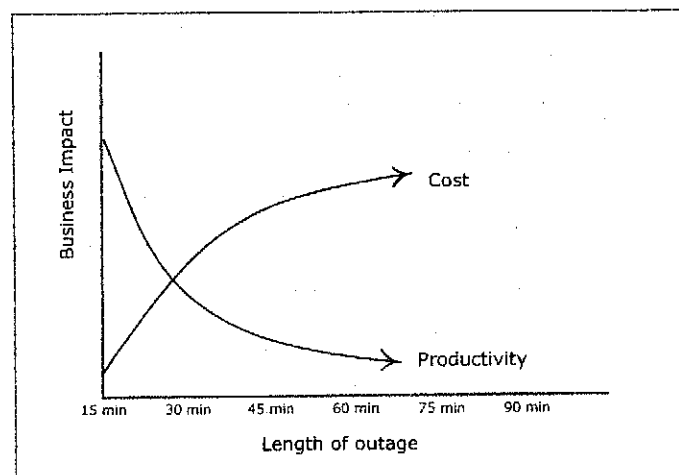


Fig1. Escalation of negative impact during an email outage.

“ Many companies do not yet make the distinction between Availability, Recovery and Continuity. ”

To understand Mimecast's role in protecting email uptime let's consider the three key strategies that IT departments must invest in to succeed at meeting their organization's demand for email uptime. These three strategies are Availability, Recovery and Continuity.

#### **Availability Strategy**

Availability investments seek to ensure that systems never fail, or that the possibility of them failing is reduced. Typically this includes the use of redundant and resilient infrastructure. (e.g.: RAID hard drive systems, system clustering, and redundant network topologies). In theory there is a direct correlation between the amount spent on availability technologies and the levels of uptime subsequently achieved. However due to the localized nature of availability systems, the persistence of single points of failure elsewhere and the fallibility of many availability technologies at either a hardware or software level, companies still need to plan for the potential failure of these systems. Often, realization of these limitations is only discovered during an outage, real or simulated.

#### **Recovery Strategy**

Recovery strategies are designed to ensure that if and when something goes wrong, systems can be recovered and services can be restored within an acceptable timeframe. Typical technologies include tape backup solutions, online backup, and offsite data replication with standby mail servers.

Recovery strategies have two performance criteria, firstly they seek to avoid any loss of data as a result of a system failure and secondly minimizing the recovery period. Recovery is seldom achieved without some degree of data loss as systems can only be recovered to the point at which the last working back-up was taken. Reducing the recovery period substantially requires significant budget as additional hardware, real-time data replication infrastructure, advanced IT skills, and offsite facilities must be made available.

Recovery of backed up data is by no means a guarantee that restored systems will be fully functional. Mail servers rely on large monolithic file structures and errors can take extended periods of time to occur.

Even when the recovery period has been reduced by the application of technical solutions, the business may still suffer extended downtime in many disaster scenarios. This is due to the management processes that must be followed by a company during a disaster. This may include the convening of a crisis committee who will assess the extent of the problems, consider the risks and impact, explore various resolution scenarios, and then finally may give the go ahead to IT to invoke their part of the DR plan. Human involvement and management processes will impose significant latency on what otherwise could be a shorter technical recovery period.

Reversing the DR plan and returning business systems to normal after the disaster is dealt with is also a resource intensive process. Recovery plans are therefore seldom invoked trivially.

“ Correctly balancing these strategies enables companies to achieve an optimal level of email service uptime well within their budgets. ”

“ Mimecast has aggressively innovated to provide an email Continuity service via the Internet. ”

“ This offers companies the missing piece of the email uptime puzzle by enabling IT professionals to provide an instantly available standby email service to their users. ”

“ Mimecast will automatically queue and provide real-time access to new emails that are pending inbound delivery. ”

“ End users are able to access emails in the inbound queue as if they were in an inbox. ”

One also cannot assume that all recovery processes will go according to plan. Key technical staff may not be immediately available, recovery systems and technology may fail, and the disaster may affect your recovery infrastructure too. It is sensible to augment a Recovery strategy with a Continuity strategy that provides an independent set of service options to your business.

### Continuity Strategy

A Continuity strategy provides the option of continuous access to services during a system failure via an independent offsite infrastructure. This infrastructure is typically loosely coupled with the primary email system.

It can be used to keep users productive and communicating during the lag before a full system recovery plan is invoked, whilst it is underway or indeed as an alternative to invoking a full failover to a recovery system.

It can also be made available to end users during a minor outage, planned downtime or maintenance making the cost and complexity of switching to a full production recovery site unnecessary.

Most companies have not yet identified how to achieve this level of continuity strategy with essential services like email. Without this contingency in place they feel compelled to over-invest in both Availability and Recovery strategies which in reality may keep the availability of services such as email at a surprisingly low level.

### Making the distinction

Many companies do not yet make the distinction between Availability, Recovery and Continuity. By fully understanding the separate options available in each strategy, companies can avoid over-investing, be more responsive to their end users needs, and eliminate their exposure to a broader set of risks. Correctly balancing these strategies enables companies to achieve an optimal level of email service uptime well within their budgets.

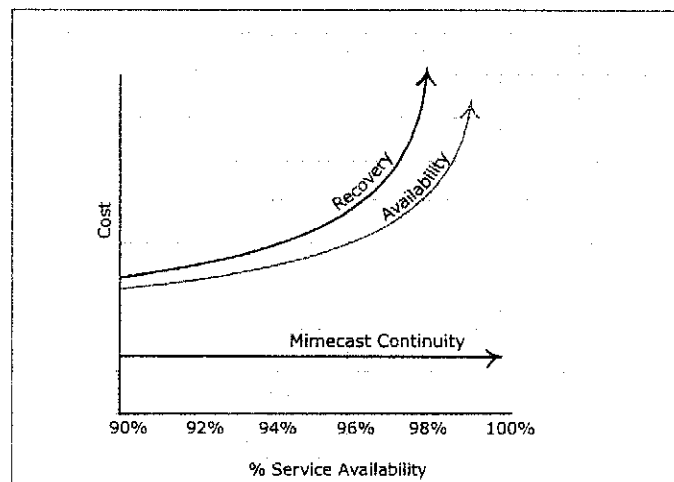


Fig. 3 Comparative costs of reducing downtime

“ It enables you to deliver a “business as usual” capability during what might otherwise have been a significant and costly event for your business. ”

**The solution**

To help meet these challenges, Mimecast has aggressively innovated to provide an email Continuity service via the Internet. This capability is available as a standard part of the Mimecast service, which also includes a remote geographically diverse MTA and sophisticated routing infrastructure, advanced email security and policy control, reporting tools, and long term email storage, all delivered as a utility style service.

Mimecast is the only company to provide this unique Continuity service as a part of a fully integrated email management platform. This offers companies the missing piece of the email uptime puzzle by enabling IT professionals to provide an instantly available standby email service to their users.

“ To achieve this result, Mimecast architected and developed a unique and powerful MTA software platform, delivered from a highly secure and resilient infrastructure. ”

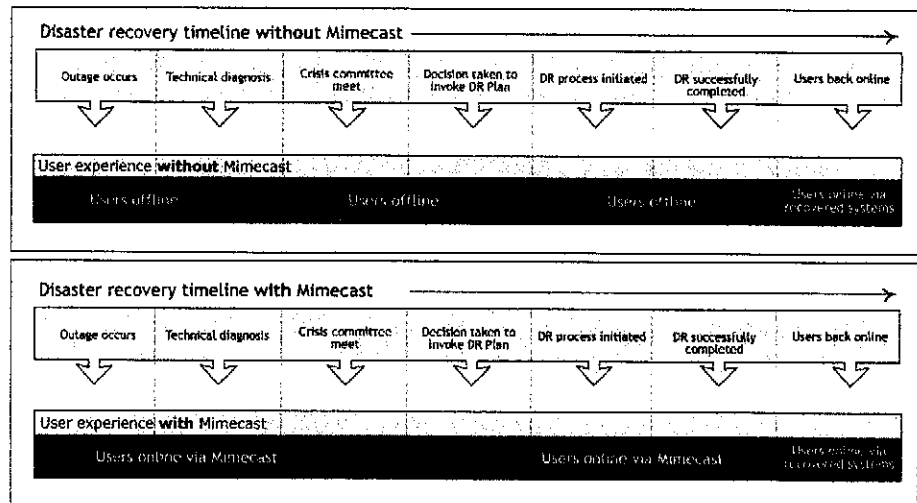


Fig 2. Disaster recovery timeline & user experience

**The Mimecast Difference**

Mimecast provides a geographically diverse and resilient MX gateway infrastructure that incorporates advanced security functions and sophisticated MTA tools such as split routing and online queue management. Mimecast provides online administration tools which put complete real-time control over these services in the hands of their client's administrators.

In a disaster or when your primary email system or network fails, Mimecast will automatically queue and provide real-time access to new emails that are pending inbound delivery.

This access can be provided directly to end users who can read, reply, forward their own email and create new messages via an easy to use web mail facility. Users' access to this facility can be authenticated against existing network log-in credentials via Mimecast Active Directory Sync. Staff are also provided with rich search and access to a configurable amount of email history stored by Mimecast.

“ Mimecast provides online administration tools which put complete real-time control over these services in the hands of their client's administrators. ”



“ Companies around the world use Mimecast’s email continuity service as an integral part of their uptime strategy. ”

Unlike other continuity solutions, the Mimecast service does not require any manual rerouting or delivery to a second mail server, nor does it require any agents or applications installed onsite.

End users are able to access emails in the inbound queue as if they were in an inbox. Should queue re-routing be required to an alternate mail server for recovery, this can be configured via the Mimecast administration console in real-time.

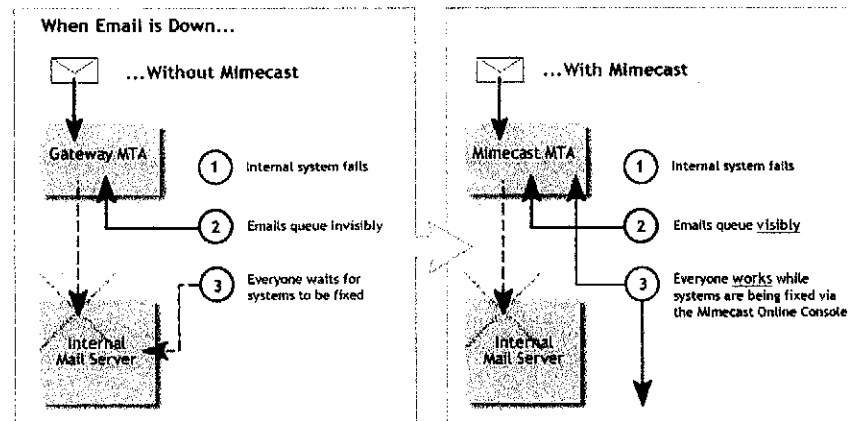
Alternatively once your primary email system is recovered, emails will seamlessly move to each end users primary inbox, including all emails they have sent during the outage.

Companies around the world use Mimecast's email continuity service as an integral part of their uptime strategy as it provides an extremely cost effective, instantly available and unobtrusive continuity facility.

Mimecast can be relied on in practically any disaster scenario to keep the business functioning. It enables you to deliver a "business as usual" capability during what might otherwise have been a significant and costly event for your business.

“ Mimecast can be relied on in practically any disaster scenario to keep the business functioning. ”

**Here is how it works**



**User experience with Mimecast**

- Direct access to incoming queued email via end user webmail service
- Read, reply, forward and create new messages
- Search and access historic email (up to 10 years of data)

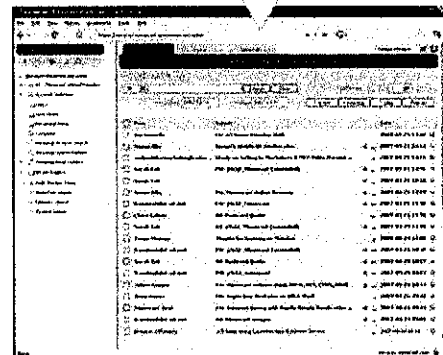


Fig. 4 How Mimecast keeps users working

**Unique gateway architecture**

Rather than looking at bolstering the primary in-house email infrastructure which is the domain of availability and recovery strategies, Mimecast works upstream and "in the cloud" at the gateway MTA to deliver true continuity capabilities.

This is a logical place to deliver continuity as it is:

- a. independent from and loosely coupled with the primary infrastructure
- b. already the point of receipt (via MX records) and delivery for emails in the company's domain

Furthermore, it makes sense for Mimecast to provide these continuity services as it:

- c. stores and provides access to a retained cache of emails which are useful for both continuity and recovery
- d. delivers services from a resilient geographically diverse computing grid
- e. offers end user log-in access based on the Microsoft Active Directory credentials
- f. provides rich queue visibility management options to administrators

To achieve this result, Mimecast architected and developed a unique and powerful MTA software platform, delivered from a highly secure and resilient infrastructure.

**Applicability of strategies in event of system failure**

Causes of failure	Availability	Recovery	Continuity
Mail server hardware failure	✓	✓	✓
Mail server software/OS failure		✓	✓
Mail server database corruption		✓	✓
Mail server backup file corruption			✓
Operator error		✓	✓
Power outage	✓		✓
Local network failure	✓		✓
Internet connectivity failure			✓
Physical disaster (flood, fire)		✓	✓

**A final note on Recovery**

Practically all recoveries from backup are prone to risk and failure. This can make the recovery period unpredictable and the date of the last good backup may indeed not be the most recent back-up run. Problems such as database corruption typically develop within a system over a period of time meaning that the company may have to go back to previous backup data to eliminate corruption and effectively prevent its reoccurrence. In all cases the last successful backup will almost certainly not contain all recent data as the outage may have occurred some hours or even days after this backup was taken.

Mimecast keeps cached copies of emails for a configurable period within client's Mimecast accounts and hence is able to offer a unique data replay service. This can redeliver missing emails back to a mail server after a recovery from backup. This helps clients to achieve their recovery objective of zero data loss, and provides enhanced protection against failure in the recovery process.

### **About Mimecast**

Mimecast is the leading innovator in the Software as a Service business email management market. The company provides best practice messaging security, storage, continuity, business information management and policy control to clients around the world via a unified internet based architecture. Mimecast was founded in late 2002, and is headquartered in the UK.

### **Where to now?**

Mimecast offers a personal live demonstration via the web. To request a demonstration contact us on:

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[info@mimecast.com](mailto:info@mimecast.com)

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