



togetherforbetter

**AMENDMENT NO. 1**  
**CBE NO. 604930-18**  
EMAIL SECURITY TO REMOVE PHISHING EMAIL AND EMAIL  
BASED MALWARE

THIS AMENDMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and MIMECAST NORTH AMERICA (hereinafter referred to as "PROVIDER").

**WITNESSETH:**

WHEREAS the parties entered into an agreement under CBE Number 604930-18, entitled "EMAIL SECURITY TO REMOVE PHISHING EMAIL AND EMAIL BASED MALWARE" dated August 21, 2018 (hereinafter referred to as CONTRACT); and

WHEREAS the parties desire to amend the CONTRACT.

NOW, THEREFORE, the parties agree to amend the CONTRACT as follows:

1. Exhibit A – Human Risk Services (Engage, Aware, Incydr) Terms and Conditions is hereby added and attached hereto.
2. The revisions contained herein are effective as of March 18, 2026.
3. This Amendment No. 1 represents an increase of \$32,830.00, in accordance with Mimecast Quote Number Q-2521667, attached hereto.

Except as expressly amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

**PROVIDER:**  
MIMECAST NORTH AMERICA, INC.

Signed by:  
By: Mike Ruel  
D20CC88DAF834D9...

Date: April 24, 2026 | 10:01 EDT

**COUNTY:**  
COUNTY OF CLARK, NEVADA

By: \_\_\_\_\_  
JESSICA COLVIN  
Chief Financial Officer

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

**APPROVED AS TO FORM:**  
STEVEN B. WOLFSON, District Attorney

By: Sarah Schaerrer  
SARAH SCHAERRER  
Deputy District Attorney

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

# Exhibit A - Human Risk Services (Engage, Aware, Incydr) Terms and Conditions

These terms and conditions (“**Human Risk Terms**”) govern Customer’s use of the Mimecast Engage, Aware, and Incydr services (collectively, “**Human Risk Services**”) and are an addendum to and form part of the services agreement which is in place between the parties (the “**Agreement**”). Any capitalized terms not otherwise defined herein have the same meanings as those noted in the Agreement. If there is any conflict between these Human Risk Terms and the Agreement (and, if applicable, any separate data processing agreement between the parties), then these Human Risk Terms shall take precedence.

Mimecast North America, Inc. (“ <b>Mimecast</b> ”)	Clark County Nevada (“ <b>Customer</b> ”)
Registration Number (if applicable): _____	Registration Number (if applicable): _____
Address: 191 Spring Street, Lexington, MA 02421	Address: 500 S Grand Central Pkwy, Las Vegas, Nevada 89155

**1. Human Risk Services.**

1.1 Mimecast provides certain services which are intended to provide Human Risk Awareness and Training. Customer will be provided with these Human Risk Terms when purchasing such Services. Customer can enable certain application program interfaces (“**APIs**”) to enable the Human Risk Services to work in conjunction with certain third-party services, systems, and/or applications. The process to gain access to the APIs will be made available to Customer upon request. Customer is responsible for ensuring that the information provided to Mimecast to enable any API is and remains accurate and up to date.

1.1.1 Where Mimecast supplies Customer with a Mimecast API, all access keys, authentication procedures, and data to which Customer gains access or which is provided to Customer in connection with Customer’s use of the Mimecast API, excluding Customer Data, is the Confidential Information of Mimecast. Mimecast may revoke access to any API at any time without notice to Customer if Mimecast, in its reasonable discretion, believes necessary or appropriate.

1.1.2 Customer acknowledges and agrees that Mimecast is not responsible for any third-party APIs and no representations, warranties or commitments are made regarding the same. It is Customer’s sole responsibility to ensure it has valid licences for, and access to, all applicable any third-party APIs necessary to access and derive benefit from the Human Risk Services. Customer’s access and use of such any third-party APIs shall be governed solely by the terms and conditions of such any third-party APIs. If a third-party modifies its APIs so that they no longer interoperate with the Human Risk Services or imposes requirements on interoperability that are unreasonable for Mimecast, Mimecast may cease or suspend its provision of interoperability between the Human Risk Services and the affected third-party API, without liability.

1.1.3 Mimecast is not responsible for the security of the Customer Data until such time that the Customer Data enters the Mimecast environment, and all such transfers are conducted on Customer’s own volition and risk. To the extent Customer Data is retrieved from or provided by third-party APIs, Mimecast will not be liable for the condition of such Customer Data, including, but not limited to any Customer Data that is incorrect, incomplete, corrupt, or missing.

1.2 The Human Risk Services may include Material. Mimecast and its third-party licensors will retain all interest in and ownership of the Material. Mimecast grants to the Customer a non-exclusive licence to use the Material for the duration of Customer’s purchase of the Human Risk Services. “**Material**” includes collateral such as training materials, video training modules, user surveys, and user assessments made available to Customer by Mimecast hereunder.

1.3 If Customer uses the Human Risk Services to upload Customer’s own written, photographic, and/or videographic collateral, including any names, images, or other intellectual property of a third party, (“**Collateral**”) to Mimecast’s platform, then Customer agrees that such Collateral: (i) will not infringe on the intellectual property rights or

any rights related to publicity or the privacy of any third party; (ii) will not be defamatory, libelous, threatening or harassing in nature; (iii) will not be in violation of any applicable laws (including those laws relating to obscenity or pornography); and (iv) does not purport to be originated from a governmental agency (including, without limitation, agencies related to law enforcement, tax or immigration). The requirements of this Section 1.3 are supplemental to, and not in replacement of, any other restrictions contained in these Human Risk Terms or the Agreement. In the event Mimecast receives notice from a third party alleging that any Collateral is in breach of this Section 1.3, then Mimecast will, to the extent allowable by law, promptly notify Customer and Customer will immediately remove such Collateral from the platform.

1.4 Customer shall, where appropriate, provide notice to all employees with regard to the use of the Human Risk Services and obtain all relevant acceptance for such use. It is not intended that Customer shall collect or process biometric data through the Human Risk Services nor make any employment-related decisions of its Permitted Users based solely on information obtained via Mimecast Services. Mimecast shall bear no responsibility or liability for Customer's use of the Human Risk Services in contradiction to this Section.

1.5 Customer will implement and maintain reasonable and appropriate controls to ensure that those accessing the Services are permitted to do so in accordance with Customer's internal policies and applicable law.

1.6 To the extent that the provision of the Human Risk Services requires download and/or installation of software components such as end-point agents, Customer shall ensure that such components are appropriately deployed to the Permitted Users and Customer hereby acknowledges that failure to do so may impact access to, and efficacy of, the Services.

1.7 Customer acknowledges that certain Human Risk Services may include a managed services offering. By subscribing to a managed service offering, Customer is enabling Mimecast to maintain an assigned role in the Customer's Mimecast account with limited access to certain Customer Data and/or Customer dashboards, necessary for such offering. Mimecast may provide the managed service in any jurisdiction where Mimecast maintains support personnel.

## 2. Ownership.

2.1 Ownership. Customer's rights in the Human Risk Services are limited to those expressly stated in these Human Risk Terms. Mimecast and its third-party licensors will retain all ownership interest and intellectual property rights in and to the Human Risk Services and its underlying systems, Mimecast APIs and all Material.

2.2 Licenses. Customer hereby grants to Mimecast all necessary rights and licenses to process Customer Data for the purposes of providing the Human Risk Services. Customer acknowledges and agrees that improving threat detection, analysis, awareness and prevention is critical to the functionality of the Human Risk Services. Accordingly, Customer grants to Mimecast the necessary rights and licenses to collect and process limited data for the maintenance, improvement, and enhancement of the Services, including but not limited to, developing and improving threat detection, analysis, awareness, and prevention capabilities. Further information regarding the details of such processing is found in the [Trust Center](#) and/or any data processing agreement executed by and between the parties.

2.3 Aggregated Usage Data. Mimecast processes certain aggregated data derived from the Services, including usage data, such as utilization statistics, reports, logs and information regarding spam, viruses and/or other malware ("**Aggregated Usage Data**"). Mimecast owns all Aggregated Usage Data.

## 3. Disclaimer, Liability and Indemnity.

**3.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW AND WITHOUT LIMITING MIMICAST'S EXPRESS OBLIGATIONS UNDER THIS AGREEMENT, MIMICAST HEREBY DISCLAIMS ALL GUARANTEES, CONDITIONS, WARRANTIES AND REPRESENTATIONS, IMPLIED, STATUTORY OR OTHERWISE CONCERNING ANY SERVICES, SOFTWARE, DOCUMENTATION OR MATERIALS PROVIDED BY MIMICAST, INCLUDING BUT NOT LIMITED TO, THOSE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OF TITLE, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICES DO NOT QUALIFY AS LEGAL OR EXPERT ADVICE. CUSTOMER SHOULD CONSIDER WHETHER THE SERVICES ARE APPROPRIATE FOR CUSTOMER'S NEEDS, AND WHERE APPROPRIATE, SEEK LEGAL OR EXPERT ADVICE. MIMICAST DOES NOT REPRESENT THAT THE SERVICES WILL ACHIEVE INTENDED RESULTS, BE UNINTERRUPTED OR ERROR FREE OR MEET CUSTOMER'S REQUIREMENTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT REPORTS, GRAPHS, ANALYSES OR SIMILAR INFORMATION WHICH MAY BE PROVIDED AS PART OF THE SERVICES (COLLECTIVELY, "INFORMATION"), ARE BASED ON INFORMATION KNOWN TO MIMICAST AT THE TIME AND PROVIDED FOR CUSTOMER'S INTERNAL BUSINESS PURPOSES ONLY. MIMICAST WILL USE REASONABLE EFFORTS TO PROVIDE ACCURATE AND UP-TO-DATE INFORMATION BUT MAKES NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED.**



# Customer Quote

Mimecast North America, Inc.  
191 Spring Street  
Lexington, MA 02421

**Reference:** Q-2521667  
**Prepared By:** Steve Scalzo  
**Quote Date:** January 12, 2026  
**Quote Type:** Change Order  
**Hosting Jurisdictions:**  
Email Services - United States  
Awareness Training - United States

## THIS IS NOT AN INVOICE

**Ship To:**  
Clark County Nevada  
500 S Grand Central Pkwy  
Las Vegas, Nevada 89155-4502

**Bill To:**  
Clark County Nevada  
500 S Grand Central Pkwy  
Las Vegas, Nevada 89155-4502

## THIS SERVICES ORDER IS VALID UNTIL: January 31, 2026

Start Date: January 31, 2026  
End Date: August 30, 2026  
Term (Months): 7.00

Currency: USD  
Number of Payments: 1  
Payment Frequency: One Time

Billing Schedule	Service	Qty	Unit Price	Term Net
Recurring	Advanced Support	1	0.00	0.00
Recurring	Engage Cloud Gateway	7,000	3.50	24,500.00
Recurring	Mimecast Email Incident Response	7,000	1.19	8,330.00
One-time	Configuration Assistance for Engage	1	0.00	0.00

**Total** 32,830.00

\*Please note that unit amounts are pro-rated  
\*Amounts do not include applicable tax, such as local, state, provincial, federal, or VAT.