

# Managed Firewall Service Schedule

## 1. GLOSSARY OF TERMS & DEFINITIONS

**“Change Request”** means a request to change to the configuration of the Firewall Policy.

**“Charges”** means the charges, fees, costs and expenses payable under this Agreement;

**“Customer Committed Date”** means the date assigned by Interoute for the delivery of the Service. Interoute shall communicate this date to the Customer after a signed order form has been accepted by Interoute;

**“CRF”** means Customer Requirement Form and is produced during the planning phase to document the Firewall Policy.

**“DMZ”** means demilitarised zone, i.e. a separate security zone configured on Firewall Software;

**“End Users”** means the actual end user of the Service;

**“Event”** means when any monitored component of the Service is not operating pursuant to its standard functionality, as indicated by alerts on Class Networks’ monitoring systems;

**“Firewall Infrastructure”** means the equipment, Virtual Machines (where applicable), systems, cabling and facilities provided by Class Networks in order to install the Firewall Software;

**“Firewall Internet Access”** means the Direct Internet Access (DIA) service that connects the Firewall Infrastructure to the Internet (Internet breakout).

**“Firewall Policy”** means the set of rules required by the Customer to be implemented on the firewall;

**“Firewall Software”**; means the supply of the licenced Operating System and software that provides the firewall threat management functionality.

**“Firewall Management”** means the Class Networks management and maintenance service that includes the provisioning and on-going support of the policies, incident management, and change requests.

**“Managed Firewall Service”** means the collective term for the entire managed service comprising the Firewall Infrastructure, Firewall Software, Firewall management and Firewall Internet Access;

**“HA Pair”** means Two (2) Firewall Software instances working together in active-active or active-passive mode;

**“Incident”** means an unplanned interruption to a Service or deterioration in the normal quality of a Service;

**“Incident Management”** means the Incident Management Service provided by Class Networks in accordance with this Schedule to investigate an Event or Incident;

**“Policies”** means the Firewall Policy and the Threat Management Policy (where applicable);

**“Ready for Service Date”** shall be the date when the Service or components of the Service are handed over to the Customer;

**“SLO”** means Service Level Objective, which is a specific target within the Service Level Agreement;

**“SOW”** means a statement of works, or a data capture form (“CRF”) used to capture the details of the Firewall Service, including the Policies;

**“Threat Management Policy”** means policies associated with the Firewall Service. These may include, but are not limited to: anti-virus, anti-spyware, URL filtering, and intrusion prevention;

**“Trusted Agent”** means an employee of the Customer and any contractor employed by the Customer who shall have been reasonably approved by Class Networks;

**“User”** means a person or IP address protected by the Firewall Software, whichever quantity is higher.

**“Virtual Machine”** means a licensed software implementation of a physical server or machine.

Any other terms in capital letters shall have the meaning set forth in Class Networks Terms and Conditions (Business).

## 2. SERVICE DESCRIPTION

a. The Managed Firewall Service provides the Customer with a security solution that is installed and maintained by Class Networks. The components that constitute the Service are:

- I. Firewall Infrastructure
- II. Firewall Software
- III. Firewall Internet Access
- IV. Firewall Management

b. The Service will have an Initial Term equal to that stated on the Order Form which commences on the Ready for Service Date of the final component of the Service.

- c. The term will renew for an additional year unless the customer gives no less than 90 days notice of the termination of the agreement. The term will renew for an additional year if less than 90 days notice of the termination of the agreement is received.
- d. Class Networks shall retain administrative access to the Firewall Infrastructure and Firewall Software and will be able to provide installation, updates and changes to the Firewall via a standard change request.
- e. Class Networks will allow delegated access to the Customer's Trusted Agent to the Firewall Software.

## 2.1. FIREWALL INFRASTRUCTURE

Class Networks shall provide the Firewall Infrastructure on a Virtual Data Centre (VDC) platform. The Firewall Infrastructure will support the implementation of the Firewall Software that Class will install onto the Firewall Infrastructure.

- a. The server will be located in the UK at Global Switch 2 Data Centre.
- b. The server is provided as a virtual server on shared infrastructure.
- c. The Customer VDC instance will be connected to the MPLS core with a 1000Mb (1Gb) network connectivity.
- d. The VDC infrastructure will include built in resilience so that if the host server hardware fails, the virtual instance of the server is automatically spun up on new host hardware.
- e. The virtual server will be used to host the Sophos Firewall.
- f. The server specification is as follows:
  - i.vCPU- x5
  - ii.RAM- 16GB
  - iii.Storage- 240GB
  - iv.Hypervisor- VMWare ESXI 5.5
- g. A 100Mb DIA circuit will be provisioned from the VDC to provide internet breakout.

## 2.2. FIREWALL SOFTWARE

- a. A virtual edition of the Sophos UTM (Unified Threat Management) SG Firewall will be provided to deliver the Firewall Software.
- b. Class Networks will install and configure the Firewall Software within the Firewall Infrastructure environment.
- c. The Sophos virtual license will support 1000 users. The modules to be included are Sophos Network and Web modules.
- d. Class Networks are providing a single instance of the Firewall Software, therefore this will NOT operate as part of an HA pair. A redundant instance can be added in the future to create a HA pair at prevailing costs.
- e. Class Networks have sized the Firewall Infrastructure to provide the following throughputs, based on the hardware equivalent of a Sophos 430UTM physical appliance:

Performance Numbers	Mbps
Firewall max	22,500
Firewall Realworld	10,305
ATP Realworld	10,179
IPS max.	6,300
IPS all rules (Mbps)	1,485
FW + ATP + IPS max.	5,985
FW + ATP + IPS Realworld	1,206
App Ctrl Realworld	10,215
VPN AES max.	3,600
VPN AES Realworld	2,025
Web Proxy plain	3,159
Web Proxy – AV	1,800
Web requests/sec	4,860
<b>Maximum recommended connections</b>	
New TCP connections/sec	117,000
Concurrent TCP connections	7,200,000
Concurrent IPsec VPN tunnels	1,485
Concurrent SSL VPN tunnels	252
Concurrent Endpoints	990
Concurrent Access Points	207

- f. Class will support configuration of a DMZ with the ability to finely control communications between DMZ and LAN.

Page Break

**2.2.1. Firewall Software Features**

The Firewall Software will be configured with the core firewall software known as “Fullguard”. This will consist of the modules Essential Firewall, Network Protection Module, Web Protection Module, Email Protection Module, Wireless Protection Module, Web Server Protection Module.

**2.2.2. Essential Firewall**

SECURITY	MANAGEMENT
Firewall: Stateful packet inspection	Web-based GUI, in localized languages
Network masquerading	Setup wizard
Port forwarding (SNAT/DNAT)	Administrator rights and roles
ICMP control: ping, traceroute	Limit GUI network access
Country and region blocking	Automatic pattern up2date
Amazon Virtual Private Cloud Connector	One-touch backup/restore
Remote access: PPTP, L2TP over IPSec	Object definitions: networks, hosts, DNS hosts, services, time events, groups
Local user authentication	Object cloning
Networking	Internet time synchronization
IPv6: Dual stack, tunnel brokering, 6to4	Admin change tracking
Interfaces: Cable, DSL, PPPoE, 3G/UMTS, PPP, VLAN and custom	SNMP query and traps
Automatic quality of service (QoS)	Notifications: SNMP and email
Deployment modes: Routing, transparent bridge	Context sensitive online help
Additional address binding	Logging/Reporting
Static routes	Full logging on local hard drive
DynDNS client	Configurable log retention periods
NTP server	Search and browse log history
DNS server	Reporting: Firewall activity, hardware usage, network usage, bandwidth accounting
DCHP server/relay	Configurable report retention periods
Static MAC/IP mappings	Reporting graphs: daily, weekly, monthly, yearly
	Daily executive summary
	Object-use indicators

**2.2.3. Network Protection Module**

NETWORK FEATURES	
1.	Blocks outgoing traffic to command-and-control and Botnet hosts
2.	Deep packet inspection with over 18,000 definitions
3.	Country blocking provides protection from foreign hackers and attacks
4.	Protection against network flooding (DoS, DDoS, port scan)
REMOTE OFFICE SUPPORT	
1.	Support for SSL, IPsec
2.	Sophos unique RED add-ons enable simple inter-office connectivity
3.	256-bit AES/3DES, PFS, RSA, x.509 certificates, pre-shared keys
REMOTE WORKER SUPPORT	
1.	SSL, IPsec, PPTP, L2TP
2.	Cisco VPN (iOS support) and OpenVPN (iOS and Android)

3.	HTML5 clientless VPN supports RDP, HTTP, SSH, Telnet and VNC
<b>USER AUTHENTICATION</b>	
1.	Sophos Authentication Agent for users
2.	Support Active Directory, eDirectory, RADIUS, LDAP, tacacs+
3.	Two factor authentication using one-time password (OTP) e.g. for User Portal, IPSec, SSL VPN - with no infrastructure required

Page Break

#### 2.2.4. Web Protection Module

<b>FEATURES</b>	
5.	Dual independent AV Engines
6.	Browsing Quotas and Time based surfing policies
7.	Create custom web site categories
8.	Monitor Web activity by user or department
9.	maintain privacy with anonymity in reports
10.	Schedule reports
11.	Prevents Bot home calling
12.	https decrypt and scan

#### 2.2.5. Email Protection Module

<b>FEATURES</b>	
13.	Sophos SPX Encryption, TLS, S/MIME, OpenPGP
14.	Spam Detection
15.	Phishing Detection
16.	Dual Engine Live anti-virus with deep scanning of attachments
17.	User portal
18.	File extension filters

#### 2.2.6. Wireless Protection Module

<b>FEATURES</b>	
19.	802.11ac and 802.11n support
20.	Centrally controlled wireless
21.	Automated channel optimisation
22.	Voucher based guest access
23.	Manage Sophos AP's

#### 2.2.7. Web Server Protection Module

<b>FEATURES</b>	
24.	Dual antivirus engine scanning all inbound content
25.	Reverse proxy authentication
26.	Server hardening
27.	

### 2.3 FIREWALL INTERNET ACCESS

- a. A 100Mb DIA circuit will be provisioned from the VDC to provide internet breakout.
- b. This will be provided with a new /27 public IP address range in accordance with Clause 2.3.1.
- c. Burst capacity cannot exceed the physical port size set out in the Order Form. Charges for Burst Traffic are not included in the recurring Monthly Charge.

#### 2.3.1. Network Number

- a. Pursuant to the Order Form, IP addresses will be allocated as per the Customer's needs, in strict adherence to RIPE guidelines available at [www.ripe.net](http://www.ripe.net) and general accepted industry good practice.
- b. Class Networks shall assign new or additional Provider Aggregatable IP addresses in accordance with Class Networks' policy and upon being provided with satisfactory documentation justifying the need for those addresses. In certain circumstances it may be necessary for IP addresses

to be approved by the relevant authority i.e. RIPE and in such cases Class Networks shall not be responsible for any decision to be made by the relevant authority.

c. When Class Networks assigns Provider Aggregatable address space to the Customer, those addresses are assigned only for the duration of the Service and become invalid at such a time as Class Networks no longer provides the Service to the Customer. A temporary extension (usually thirty (30) days from the date of Service termination) may be made at Class Networks' sole discretion. After termination or after such extension period (if any) those addresses may be reassigned to other customers by Class Networks. If the Customer wishes to apply for addresses that will subsist beyond the duration of the Service, it must do so directly to the relevant authority. Any decision by the relevant authority or by another Internet Service Provider relating to IP addresses is the responsibility of that party and Class Networks accepts no responsibility for any such decision.

d. In respect of any actions taken by Class Networks pursuant to this Clause 2.3.1., Class Networks at its discretion may levy reasonable additional charges on the Customer.

e. All services to be provided by Class Networks pursuant to this Clause 2.3.1. are provided expressly without any guarantee, Service Levels agreement, or undertaking as to availability and timeliness of response.

### **2.3.2. Traffic Blackholing and DDoS Attacks**

a. Class Networks reserves the right to 'Black Hole' any of the Customer's traffic as required to protect the Class Networks Network or its other customers' traffic.

b. Class Networks does not warrant that it can protect the Customer and the Customer's end users from DDoS attacks. Class Networks recommends that Customer purchases a DDoS protection against DDoS attacks.

### **2.4. FIREWALL MANAGEMENT**

Class Networks will provide a management and maintenance service that includes the implementation and on-going support of the Policies, Incident Management, and change requests of the Firewall Service.

### **2.5. PROVISIONING**

a. The Customer must provide Class Networks with the Firewall Policy to be implemented via the CRF.

b. The Customer can modify the Policies via a Change Request as defined in Clause 8.1 below.

c. Where the Customer has an existing firewall, the Customer may request that Class Networks implements the Policies associated with said firewall onto the Class Networks Firewall Service, and Class Networks will proceed, subject to the following conditions being met:

I. The implementation shall be performed under a separate SOW, and may incur Professional Service Charges where thresholds in letter iii and iv below are exceeded. Assessment of work involved shall be decided at Class Networks' sole discretion;

II. The implementation will be carried out at the Customer's own risk and sole cost;

III. The implementation shall require no more than one (1) Working Day of effort from Class Networks;

IV. The implementation will be carried out during a Working Day;

V. The Customer shall supply all information required to complete the SOW to Class Networks within five (5) Working Days of Class Networks' request.

### **3. FIREWALL THROUGHPUT**

Any statement from Class Networks concerning expected throughput (measured in kilo, mega or giga bits per second (Kbps, Mbps & Gbps)) for any Firewall feature is an estimate of expected throughput and provided for informational purposes only. In no event shall Class Networks be held liable for any failure of the Service to meet the estimated throughput level and Class Networks does not warrant to its accuracy. Customer acknowledges and accepts that overall firewall throughput will be affected by a number of factors beyond Class Networks' control. These factors include, but are not limited to (i) the number of users and sessions, (ii) the type of applications in use, (iii) the extent to which features such as decryption are used by the Customer and/or (iv) the overall profile of the Customer's traffic.

### **4. VENDOR CHANGE**

Class Networks utilises licenced technology from third-party vendors in order to deliver the Firewall Service. Class Networks shall use reasonable endeavours to ensure that the optimum vendor platform is selected for any given Customer requirement. Class Networks accepts no responsibility or Liability regarding future changes to vendor ownership, licencing fees or overall quality. In the event of such changes Class Networks reserves the right to substitute the third party supplier of these services at any

time in order to continue to meet the Service Levels. Such change when enacted would be conducted at Class Networks' expense and subject to standard planned works procedures.

## 5. CHARGES

### 5.1. CHARGES PAYABLE BY THE CUSTOMER

- a. Service comprise of an initial on-boarding Installation Charge, a Fixed Rate Charge and any additional Charges as set out within the Order Form.
- b. Charges are payable from the Ready for Service Date for each component of the Service as defined in the Order Form.
- c. Unless otherwise agreed between the Parties in the Order Form, Charges for the Firewall Internet Access Services and any applicable cancellation charges will be invoiced in accordance with the terms specified in Class Networks Terms and Conditions (Business) for the amounts detailed in the Order Form or Change Order.

### 5.2. ADDITIONAL CHARGES

Class Networks reserves the right to apply the following additional charges in conjunction with those applicable for the Services:

- a. Implementation of changes invoiced in accordance with a Change Request as defined in Clause 8.1 below.
- b. Any additional work agreed to be performed outside of a Working Day, will incur Professional Service Charges.
- c. Any charges that arise from a change request will be agreed in advance, and prior to the work be carried out.

### 5.3. CHARGES FOR CHANGES

- a. Minor changes are non-chargeable for up to 15 change requests per quarter then Professional Service Charges apply.
- b. Major changes will incur Professional Service Charges. Major changes are change requests that will take longer than two hours to plan and implement.
- c. Class networks reserves the right to charge at their prevailing hourly or daily rates for any support or configuration changes that is required to resolve an incident caused directly by changes made by the Customers or their Trusted Agent. Currently £165.00 per hour or £800.00 per day.

Page Break

## 6. SERVICE LEVELS

Service Levels are defined for the following Service performance measurements.

### 6.1. FIREWALL INFRASTRUCTURE

#### 6.1.1. Firewall Service Availability

For the purpose of Availability measurement, Service Unavailability excludes any Planned Outage.

FIREWALL SERVICE	AVAILABILITY SLO
Single Physical Firewall Appliance	99.5%
Physical Firewall Appliance HA pair	99.95%
Virtual Firewall on VDC (single or HA pair)	99.99%

Class Networks uses the following formula to calculate monthly Availability:

$$\text{Availability in \%} = \frac{\text{Minutes in Monthly Review Period} - \text{Service Unavailability}}{\text{Minutes in Monthly Review Period}}$$

Availability in % = Minutes in Monthly Review Period

#### 6.1.2. Service Unavailability

The Firewall Service is considered to be Unavailable where the Firewall Infrastructure is not operational and processing Customer network traffic.

#### 6.1.3. Firewall Infrastructure Service Credits

- a. Failure to meet a Service Level Objective (SLO) for a Service entitles the Customer to claim Service Credits (subject to the exceptions set out in this Agreement. The Customer must provide to Class Networks all reasonable details regarding the relevant Service Credits claim, including but not limited to, detailed descriptions of the Incident, its duration and any attempts made by Customer to resolve it. Class Networks will use all information reasonably available to it to validate claims and make a good faith judgment on whether the Service Levels apply to the claim.
- b. Unavailability of the Service cannot be used to claim failure of another Class Networks service. Class Networks shall not be responsible for any cross default.

#### 6.1.4. Calculation of Firewall Infrastructure Service Credits

Where Availability falls below target during any Monthly Review Period, the Customer will be entitled to Service Credits as follows:

Availability for each applicable firewall during Monthly Review Period falling below target by:	Service Credits as % of the applicable Firewall Fixed Rate Charge
Up to 1%	5%
1% ≤ 2%	10%
2% ≤ 3%	15%
More than 3%	20%

#### 6.1.5. Exclusions to Service Credits for Firewall Service

Any software supplied to enable the reporting management services for the Firewall Service is supplied as is by third parties (e.g. distributors and or vendors of the equipment in use). Class Networks will endeavour to ensure that these services are maintained and available to Firewall Service customers. However, any failure of the reporting service will not constitute Unavailability of the Service and therefore will not accrue any Service Credits.

#### 6.2. FIREWALL SOFTWARE

Service Levels pertaining to the Firewall Software are defined in Clause 9. Sophos End User Licence Agreement.

#### 6.3. FIREWALL INTERNET ACCESS

Class Networks will provide the Customer with service credits (where applicable), as set out below, for the failure to meet the following Service Levels for Internet Access:

- a. Service Installation
- b. Service Availability

##### 6.3.1. Firewall Internet Access Service Installation

- a. Class Networks will agree with the Customer a **Customer Committed Date** based upon supplier availability of NTE or CPE and successful installation of Third Party Local Access or xDSL (where applicable).
- b. Following receipt of Service Handover Document Customer shall have a period of five (5) working days to either accept the Service or to notify Class Networks of any material non-compliance of the Service.
- c. Where the Customer Committed Date for the Service Installation is not met by Class Networks, the following Service credits will apply:

Number of full Working Days by which Class Networks fails to meet Customer Committed Date for Service:	Service credits as % of Installation Charge:
1 to 5 days	10%
6 to 10 days	20%
11 to 20 days	30%
> 21 days	50%

##### 6.3.2. Firewall Internet Access Service Availability

- a. Firewall Internet Access Service Availability means ability to exchange IP Traffic between the assigned Class Networks Demarcation Point and the directly connected IP Node on a 24 hours basis (up to the Committed Data Rate where applicable), as measured over a Monthly Review Period, and is based on the number of minutes that exchange was not available as determined by Class Networks based on the conditions stated below.
- b. Any delays to, interference with, loss or degradation of Service resulting directly or indirectly from the following events will not be included in the calculations of Availability:
  - I. Planned Outage events,
  - II. Access to any Customer Premise Equipment was denied,
  - III. Incompatibility or failure of Customer Equipment, facilities or applications, or
  - IV. Any act or omission of the Customer
- c. Target Service Availability is dependent on the access / connection type to the IP Network and is defined as follows:

Connection type used when connecting to the IP Network	Target Service Availability
Protected IP Node (no Local Access)	99.99%

Dual Private Circuits (Leased Line, Ethernet or Dark Fibre)	99.95%
Single Private Circuits (Leased Line, Ethernet or Dark Fibre) with ISDN or xDSL backup	99.90%
Unprotected IP Node (no Local Access)	99.5%
single Private Circuits (Leased Line, Ethernet or Dark Fibre)	99.5%
Ethernet First Mile (EFM) Local Access	99.0%
xDSL Local Access	98.5%

d. For Service(s) where dual Private Circuits or single Private Circuits with ISDN or xDSL backup is employed, the Target Service Availability is based upon at least one of the circuits being operational and thereby making the Service available.

e. Internet Services that are connected by means of Third Party Internet Connection, IPsec Access or Mobile Access are not eligible for Service Credits under this paragraph 6.3.2.

f. Percentage Service Availability is calculated per Monthly Review Period using the following formula:

$$P = (H - U) / H \times 100$$

Where:

P is the percentage Availability;

U is the total amount of minutes a Customer Site during that Monthly Review Period for which the Service was unavailable;

H is the total number of minutes in that Monthly Review Period;

g. If Class Networks provides the Customer with an access type that is not on the lists contained in the tables above, then the relevant SLA will be provided by Class Networks upon request.

### 6.3.3. Calculation of Firewall Internet Access Service Availability Credits

Where Service Availability falls below target during any Monthly Review Period, the Customer will be entitled to Service credits as follows:

Service Availability during Monthly Review Period below the target Availability by:	Service credits as % of the Monthly Charge:
0.25%	5%
0.75%	10%
1.5%	15%
2.5%	20%
3.5%	25%
3.5%	30%

### 6.3.4. Exclusions to payment of Service Credits For Firewall Internet Access (DIA)

Service Credits will not be payable by Class Networks to the Customer in all cases detailed in the following cases:

a. Service Credits are not applicable for more than one breach of any DIA Service Level outlined in this Schedule arising from the same occurrence.

b. DNS issues outside the direct control of Class Networks. For instance, in all cases in which a domain is not managed by Class Networks on its own DNS servers.

c. Class Networks does not guarantee that the Customer will be able to Burst at any given time and the Burst (95%) Usage Charge is specifically excluded from the Service Credits calculations.

d. The performance of third party networks including; traffic exchange points including Internet networks, transit and peering connections provided and controlled by other companies, and Public and Private Exchange Points. For the avoidance of doubt these are networks that are not directly managed by Class to provide the Managed Firewall Service.

e. Furthermore, in respect of any Monthly Review Period the total amount of any Service Credit payable in relation to an SLA breach shall not exceed 50% of the Monthly Charge for the affected Service.

f. Installation Service Credits do not apply to Services with Third Party Local Access. Where Third Party Local Access needs to be provided, the lead-time will be specified by Class Networks on a case-by-case basis.

## 6.4. FIREWALL MANAGEMENT

### 6.4.1 Fault Reporting and Issue Management



- a. Any issues or suspected faults on any component of the Service should be reported to the Class Networks Customer Service Centre using the procedures detailed in the Service Handover Document to be provided on the Ready for Service Date.
- b. The Class Networks Customer Service Desk is available 24 hours per day, seven days a week (24x7).
- c. Out of hours support will be limited to:
  - I. Logging of Customer Support Tickets
  - II. Basic trouble shooting of faults and issues.
  - III. Logging of Tickets with Class Networks sub-contractors.
- d. Class Networks will provide out of hours Professional Services support for the Service on a reasonable endeavours basis. Agreed process to be documented in the Customer Service Manual.
- e. When reporting an issue or fault, the Customer should identify the affected Service and provide details of the issue or fault.
- f. The Service Level for the management of fault and issues is:

Priority Level	Acknowledgement	Response	Business Impact	Service Hours	Issue Description
P1 Critical	<30 minutes	2 Hours	Severe	Monday-Friday 0900-1700hrs	Customer's Manged Firewall Service is down or experiencing a consistent, measurable performance impact.
P2 High	<30 minutes	4 Hours	Significant	Monday-Friday 0900-1700hrs	Customer's Manged Firewall Service is experiencing intermittent failure or degradation of performance.
P3 Medium	<30 minutes	1 Day	Minor	Monday-Friday 0900-1700hrs	Issues that do not affect normal Manged Firewall Service operation, change request, Workaround available.
P4 Low	<30 minutes	1 Day	Little / None	Monday-Friday 0900-1700hrs	Feature, Information, Documentation, How-to requests

#### 6.4.2.Firewall Management Priority 1 Response

- a. The Customer is contacted by web, email or phone to gather additional information about the case and to determine the next steps to reproduce the issue.
- b. The case is assigned to a 3rd Level Support Engineer who identifies him/herself to the Customer.
- c. The assigned Support Engineer is responsible for providing progress reports and the delivery of a response to the Customer.
- d. The Customer contact that opened the case is designated as the primary contact unless otherwise requested by the Customer.
- e. A Support Manager is automatically notified by our workflow process after the case is verified as Priority 1.
- f. Status on the case is reviewed by the Support Engineer daily until a response is delivered.
- g. If a response cannot be delivered or a major product bug is found, the case is forwarded to Sophos's 3rd level escalations Engineering group.

#### 6.4.3.Firewall Management Priority 2 Response

- a. The Customer is contacted by web, email or phone to gather additional information about the case and determine the next steps to reproduce the issue.
- b. The case is assigned a 3rd Level Support Engineer who identifies him/herself to the Customer.
- c. The assigned Support Engineer is responsible for providing progress reports and the delivery of a response to the Customer.
- d. The Customer contact that opened the case is designated as the primary contact unless otherwise requested by the Customer.

- e. If a response cannot be delivered or a major product bug is found, the case is forwarded to Sophos's 3rd level escalations Engineering group.

#### **6.4.4.Firewall Management Priority 3 Response**

- a. An attempt to implement a solution.
- b. The case is assigned a 2nd Level Support Engineer who identifies him/herself to the Customer and attempts to implement response.
- c. If a response can be cannot be delivered, the case is sent to 3<sup>rd</sup> Level Support Engineer

#### **6.4.5.Firewall Management Priority 4 Response**

- a. An attempt to implement a solution.
- b. The case is assigned a 2nd Level Support Engineer who identifies him/herself to the Customer and attempts to implement response.

#### **6.5.EARLY TERMINATION**

Where the Firewall Infrastructure or Firewall Internet Access availability is below 85% for 3 consecutive months Customer has the right to terminate the Managed Firewall Service without early termination charges applying to the Firewall Infrastructure and Firewall Internet Access components. The Customer will pay the charges for the remainder of the Initial Term for the Managed Software component.

### **7.CUSTOMER RESPONSIBILITIES**

The responsibilities set out in this Clause 7. shall apply both during provisioning and during the Term.

#### **7.1.TECHNICAL REPRESENTATIVES**

The Customer must designate one or more qualified persons as their technical representatives and support points of contact with Class Networks. These technical contacts can be updated online, by phone, or email and must be provided for both pre and post installation, and during Incident Management.

#### **7.2.OTHER RESPONSIBILITIES**

Customer undertakes that it shall:

- a. Own the Firewall Policy and undertake to keep Class Networks fully informed of the Policies and to notify Class Networks of any required changes to them as soon as possible. The Customer acknowledges and accepts that Class Networks shall not be responsible for or liable for any security breach or failure resulting from the Policies and Class Networks shall not be obliged to supply or advise on the Policies.
- b. Further to this, Class Networks reserves the right not to implement the Policies where such implementation may result in an Incident on the Service, or impair the integrity of the Class Networks Network or impact any Class Networks customer.
- c. accept responsibility for ensuring that the Services provided are a proper fit for the Customer's specific requirements. Class Networks provides the contracted service as described and does not provide any warranty to this effect or carry any obligations beyond those explicitly described in this agreement or that the Firewall Service will operate in the particular circumstances in which it is used by the Customer or that any use will be uninterrupted or error free;
- d. report any Incidents or problems with the Services to the Customer Service Centre as soon as such problems have been identified;
- e. provide feedback on any Class Networks maintenance approval requests passed to the Customer within the reasonable times specified within such requests;
- f. do such other things and provide such information as Class Networks may reasonably request in order for Class Networks to provide the Service; and
- g. not initiate a penetration test without agreeing and complying to the current Class Networks Penetration Test Agreement. In case a penetration test is undertaken and no respective Class Networks Penetration Test Agreement was signed, Customer hereby agrees that the Class Networks Penetration Test Agreement is deemed to have been signed and that its stipulations bindingly apply.

### **8.SERVICE OPERATION**

#### **8.1.SERVICE CHANGES**

Change Requests should be logged via email to [support@classnetworks.com](mailto:support@classnetworks.com) and contain the following information:

- a. Subject Line: <End User Customer Name> <Affected Product> Change Request.
- b. Name of the person who is requesting the change.
- c. The contact details of the person requesting the change request.
- d. Organisation name of the person requesting the change.

- e. The reason the change is being requested.
- f. A description of the change that is being requested.

Only pre-authorized users can log change requests. The process for authorising or declining change requests will be documented in the customer service manual.

## **8.2. FIREWALL SOFTWARE**

All requests to change the Policies or configuration of the Firewall must be submitted as per Clause 8.1. The following changes are all considered as one standard change:

- a. Loading of additional patches onto one (1) Firewall Software or HA Pair (Class Networks will implement critical and security patches by default as a standard part of the managed service).
- b. Modification or addition of 15 (fifteen) per quarter or fewer rules to the Firewall Policy. For the avoidance of doubt the following are considered to be one rule:
  - I. Any single change that requires less than one (2) hours of Professional Services time, this will be confirmed upon receipt of the Change Request.
  - II. One line on the policy document.
  - III. Opening and closing ports.
  - IV. Amendment of firewall rules.
  - V. Investigation and resolution of issues and faults subject Clause 5.3.c.
  - VI. The reviewing and approving of Change Requests.
  - VII. Technical support for Customer or Trusted Agent on Firewall Configuration.
- c. Execution of a log dump request, for a specific time period of no more than five (5) hours in duration.
- d. Modification, Addition or removal of a single static route.

Any other change shall be considered a Major change and shall be subject to Professional Service Charges unless agreed otherwise by Class Networks.

## **8.3. MAINTENANCE AND PLANNED OUTAGES**

Planned Outages may be required on the Managed Firewall Service, including associated hardware and/or software for scheduled network maintenance and upgrade activities. Save in the case of emergency, Class Networks will affect such outages in accordance with the following:

- a. Should any condition exist that may impair the integrity of the Service or otherwise damage or disrupt the Services of Other Customers, Class Networks shall initiate and co-ordinate Emergency Maintenance, which may include disconnection of all or any part of the Service. Save in case of emergency Class Networks shall give the Customer advance notice of Emergency Maintenance works.
- b. From time to time planned maintenance will be carried out which may affect the Customer's Service. Class Networks shall, to the extent reasonably practicable, give the Customer ten (10) days prior notice in writing (or such shorter period as may be necessary) of the timing and scope of such planned maintenance, if it is or is likely to cause a Planned Outage.
- c. Class Networks shall use reasonable efforts to conduct any Planned Outage during the hours of 11pm and 5am Greenwich Mean Time Monday to Sunday.
- d. Class Networks' Customer Service Centre shall endeavour to inform the Customer if the Customer's Service experiences any outage. Class Networks shall endeavour to notify the Customer of any Service affecting outage within two (2) hours of Class Networks' first awareness of such disruption.

Page Break

## **9. Sophos End-User License Agreement (EULA)**

If you use any of our software, read our legally binding agreement between Sophos and all end users of Sophos software products.

### **SOPHOS END USER LICENSE AGREEMENT**

Please read the following legally binding License Agreement between Sophos and Licensee carefully. By selecting the accept option, breaking the seal on the software package, or installing, copying or otherwise using the Products, Licensee acknowledges that Licensee has read, understands, and agrees to be bound by the terms and conditions of this License Agreement, including without limitation the terms and conditions of documents and policies which are incorporated herein by reference.

If Licensee does not agree with the terms and conditions of this License Agreement, Licensee is not authorized to install or otherwise use the Products for any purpose whatsoever. If Licensee returns the unused Products and all accompanying items in their original condition and packaging within twenty-one (21) calendar days of delivery by Sophos, together with proof of purchase, Licensee may receive a full refund.

Where a reseller, service provider, consultant, contractor or other party downloads, installs, manages or otherwise uses the Products on Licensee's behalf, such party will be deemed to be Licensee's agent and (i) Licensee will be deemed to have accepted all of the terms and conditions of this License Agreement, and (ii) to the extent permitted by applicable law, Licensee, not Sophos, shall be responsible for the acts or omissions of such party in relation to its management or use of the Products on Licensee's behalf.

NOW IT IS AGREED as follows:

#### 1. DEFINITIONS

1.1 'Affiliates' means, with respect to each party, entities that control, are controlled by, or are under common control with such party. For the purposes of this definition, "control" means the beneficial ownership of more than fifty per cent (50%) of the voting power or equity in an entity.

1.2 'Computer' means any device or computing environment which benefits from the Licensed Product (for example but without limitation, workstations, personal computers, laptops, netbooks, tablets, smartphones, and environments connected to an email server, an internet proxy or a gateway device, or a database). The Licensed Product does not have to be physically installed on the computer environment to provide benefit, nor is there a requirement for the computing hardware to be owned by the Licensee. The term Computer as defined herein includes, without limitation, non-persistent deployments, electronic devices that are capable of retrieving data, and virtual machines.

1.3 'Consumer' means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.

1.4 'Documentation' means the formal Product documentation (whether electronic or printed) published by Sophos for each Product.

1.5 'Fee' means the fee payable for the Product, enhanced support package, Maintenance subscription, and/or extended Maintenance subscription.

1.6 'Hardware' means the hardware Product itself, together with any related components (including but not limited to power supply modules, disk drives in carriers, ship kits and rack mount kits).

1.7 'License Agreement' means this Sophos license agreement and the Schedule.

1.8 'License Entitlement' has the meaning in Clause 3.2 below.

1.9 'Licensed Products' means all or each (as the context so allows) of those software programs which are listed on the Schedule and/or installed on the Hardware provided to Licensee, together with the Documentation and any of the Upgrades and Updates to those programs, but excluding any third party software as described in Clause 9.

1.10 'Licensee' means the person or entity which has been granted license rights under this License Agreement and 'Licensee's' means belonging to, pertaining to or engaged by Licensee, whether on a temporary basis or otherwise.

1.11 'Maintenance' means collectively Upgrades and/or Updates (where applicable to the Product), SMS message processing (where applicable to the Product), and standard technical support as further described in Clause 4.

1.12 'Outsourced Provider' means a third party to whom Licensee or Licensee's Affiliates have outsourced their information technology functions.

1.13 'Partner' means a reseller, distributor or other third party from which Licensee obtains Sophos Products.

1.14 'Product' means the Licensed Product, media and/or Hardware, as applicable.

1.15 'Product Term' has the meaning set out in Clause 3.1 of this License Agreement.

1.16 "Sanctions and Export Control Laws" means any law, regulation, statute, prohibition, or wider measure applicable to Products and/or to either party relating to the adoption, application, implementation and enforcement of economic sanctions, export controls, trade embargoes or any other restrictive measures.

1.17 'Schedule' means the order confirmation or license certificate issued by Sophos which details the Product(s) licensed by Licensee and corresponding Product Term, License Entitlement and license credentials, and which forms part of this License Agreement.

1.18 'Server' means a Computer upon which the Licensed Product is installed and from which other Computers receive or retrieve data. If the data is solely generated by the Licensed Product, then the Computer is not considered a Server.

1.19 'Sophos' means Sophos Limited (a company registered in England and Wales number 02096520) with its registered office at The Pentagon, Abingdon Science Park, Abingdon, Oxfordshire, OX14 3YP, UK.

1.20 'Update' means an update to the library of rules and/or identities and/or other updates to the detection data or software (excluding Upgrades) made available to Licensee by Sophos at its sole

discretion from time to time, but excluding any updates marketed and licensed by Sophos for a separate Fee.

1.21 'Upgrade' means any enhancement or improvement to the functionality of the Product, Product version or Product feature made available to Licensee by Sophos at its sole discretion from time to time, but excluding any software and/or upgrades marketed and licensed by Sophos for a separate Fee.

1.22 'User' means an employee, consultant or other individual who benefits from the Product licensed to Licensee.

## 2. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

The Products, including without limitation all know-how, concepts, logic and specifications, are proprietary to Sophos and its licensors and are protected throughout the world by copyright and other intellectual property rights. Licensee hereby agrees not to remove any product identification or notices of proprietary restrictions. Further, Licensee hereby acknowledges and agrees that the right, title and interest in the Products and in any modifications made by Licensee to the Products, as provided for below in this License Agreement, is retained by Sophos. No license, right or interest in Sophos's logos or trademarks is granted to Licensee under this License Agreement. Licensed Products are licensed, not sold. Except as expressly stated in this License Agreement, no license or right is granted directly or by implication, inducement, estoppel, or otherwise.

## 3. RIGHTS AND RESTRICTIONS

### 3.1 Term.

3.1.1 This License Agreement is effective from the moment of acceptance as described in the first paragraph of this License Agreement and shall remain in force until the earlier of (i) expiry of the Product Term of all items purchased hereunder, or (ii) termination of this License Agreement in accordance with the terms and conditions herein.

3.1.2 Unless this License Agreement is terminated earlier (i) the Product Term for fixed term subscription-based Licensed Products, Maintenance packages and support packages shall commence on the start date and end on the expiry date noted on the Schedule, and (ii) the Product Term for Products that are billed on a rolling monthly basis shall commence on the date of purchase and continue for the duration of the monthly payments (subject to any minimum subscription term that may be noted on the Schedule), and (iii) where expressly noted in the Schedule or the Licensing Guidelines at <http://www.sophos.com/en-us/legal> the Product Term shall be perpetual (each the "Product Term").

3.1.3 In consideration of the payment of the Fee by Licensee and receipt of the corresponding payment by Sophos, Sophos hereby grants to Licensee a non-exclusive right to use the Products for their respective Product Term subject to the terms and conditions contained within this License Agreement.

### 3.2 License Entitlement and Usage.

The Products are licensed by User, Computer, Server or other applicable units, as specified in the Licensing Guidelines at <http://www.sophos.com/en-us/legal>. The Schedule specifies the number of applicable units that the Licensee has ordered for each Product (the "License Entitlement"). The Licensee's actual usage may not exceed the License Entitlement at any time or under any circumstances. If Licensee wishes to increase its actual usage, Licensee must first purchase the corresponding additional License Entitlement.

### 3.3 Rights. Licensee is permitted to:

3.3.1 except in relation to any use of the Products under Clauses 15.5, 15.7 and 15.8, use the Products for the internal business purposes of Licensee and its Affiliates, relating specifically to the integrity of their systems, networks, documents, emails and other data;

3.3.2 transfer a perpetual term Licensed Product to another person, provided that (i) the entire License Entitlement is transferred to a single recipient and is not sub-divided, (ii) the Licensed Product is deleted by the Licensee at the time of transfer, (iii) the Licensee passes full details of the recipient to Sophos, and (iv) the recipient agrees to be bound by the terms and conditions of this License Agreement, including without limitation Clause 11. Subscription-based Licensed Products may only be transferred with the prior written consent of Sophos; and

3.3.3 make a reasonable number of copies of the Licensed Products or any part thereof for backup or disaster recovery purposes provided that Licensee reproduces Sophos's proprietary notices on any such backup copy of the Licensed Products. Such restriction shall not prevent Licensee from backing up or archiving Licensee's data.

### 3.4 Restrictions. Licensee is not permitted to:

3.4.1 modify or translate the Products (i) except as necessary to configure the Licensed Products using the menus, filters, options and tools provided for such purposes and contained in the Product, and (ii) in

relation to the Documentation, except as necessary to produce and adapt manuals and/or other documentation for Licensee's internal business purposes;

3.4.2 reverse engineer, disassemble (including without limitation, removing the covering plates which bar access to the Hardware ports and/or accessing internal components of the Hardware) or decompile the Products or any portion thereof or otherwise attempt to derive or determine the source code or the logic therein except to the extent that such restriction is prohibited by applicable law;

3.4.3 except to the extent expressly stated otherwise in this License Agreement, use Products for which Licensee has not paid and Sophos has not received the applicable Fees;

3.4.4 sub-license, rent, sell, lease, distribute, transfer, transmit, embed, provide access to, or otherwise use the Products for the benefit of third parties as part of a service bureau arrangement or otherwise, except as expressly provided under this License Agreement and/or unless Licensee enters into a separate agreement with Sophos for such purposes;

3.4.5 use the Products other than in the course of business unless and to the extent that such Products have been expressly licensed for employee personal use or Consumer use in accordance with Clauses 15.5, 15.7 and 15.8;

3.4.6 use the Products in or in association with safety critical applications where the failure of the Products to perform can reasonably be expected to result in a physical injury, or in loss of property, or loss of life. Any such use is entirely at Licensee's own risk, and Licensee agrees to hold Sophos harmless from and hereby releases Sophos from any and all claims or losses relating to such unauthorized use; and/or

3.4.7 use the Products for the purposes of competing with Sophos, including without limitation competitive intelligence (except to the extent that this restriction is prohibited by applicable law).

3.5 Permitted Third Party Usage.

Licensee may permit its Affiliates and Outsourced Providers to use the Products provided that (i) Licensee shall provide prior written notice to Sophos, (ii) the Affiliates and Outsourced Providers shall only use and/or operate the Products for the internal business purposes of Licensee and its Affiliates, (iii) the actual usage of the Products by Licensee, Licensee's Affiliates and Outsourced Providers in aggregate shall not exceed the License Entitlement purchased by the Licensee, (iv) Licensee shall ensure that its Affiliates and the Outsourced Providers are aware of and comply with the terms and conditions of this License Agreement; and, (v) Licensee shall be responsible for, and hold Sophos harmless from, the acts and omissions of its Affiliates and Outsourced Providers relating to use of the Products.

3.6 Licensee acknowledges and agrees that (i) it is only entitled to use the Products listed in the Schedule, and (ii) it has not based its purchasing decision on the future availability of any new products and/or additional features, components or versions of the Products, nor on any oral or written public comments made by Sophos regarding future functionality or features.

3.7 Licensee is solely responsible for its compliance with the applicable terms and conditions of any third party agreements for hardware, software, connectivity and any other third party products and services.

#### 4. MAINTENANCE AND SUPPORT

4.1 If the Licensee has purchased a Sophos Firewall, Sophos Firewall Manager, Sophos iView or Sophos UTM Licensed Product, Maintenance is included for the first 90 days from the date of purchase. Separate Maintenance packages are available for purchase. For all other subscription term Licensed Products, Maintenance is included for the duration of the Product Term.

4.2 If the Licensee has purchased a perpetual term Licensed Product, Maintenance is not included. Except to the extent prohibited by applicable law, (i) Licensee must purchase a separate Maintenance package on a subscription term basis which is equal to the number of perpetual license units purchased, and (ii) if the Licensee's Maintenance subscription has lapsed and Licensee wishes to renew it, Sophos reserves the right to charge Licensee a reinstatement charge in accordance with its then current price list.

4.3 Maintenance includes standard/base level technical support. Enhanced technical support packages are available subject to payment by Licensee and receipt by Sophos of the corresponding Fee. Standard and enhanced technical support packages are described at: <http://www.sophos.com/en-us/support/technical-support.aspx>.

4.4 If Maintenance is discontinued in accordance with Clause 8 below, Sophos may (at its sole discretion) offer extended Maintenance packages beyond the published discontinuation date in consideration for an extended Maintenance subscription Fee.

4.5 Sophos reserves the right in its discretion to limit the number of Users who may contact Sophos technical support.

4.6 Any custom or sample code, files or scripts ("Fixes") provided by Sophos as part of the provision of technical support which do not form part of its standard commercial offering may only be used in conjunction with the Product for which they were developed, during the relevant Product Term, and subject to the provisions of Clause 15.6.

#### 5. WARRANTIES AND INDEMNITY

5.1 Without limiting Clause 15.8.1, Sophos warrants to Licensee only that for a period of ninety (90) days from the date of purchase (the "Licensed Products Warranty Period"): (i) the Licensed Products will perform substantially in accordance with the Documentation provided that they are operated in accordance with the Documentation on the designated operating system(s); and (ii) the Documentation will adequately describe the operation of the Licensed Products in all material respects.

5.2 If Licensee notifies Sophos in writing of a breach of warranty under Clause 5.1 during the Licensed Products Warranty Period, Sophos's entire liability and Licensee's sole remedy shall be at Sophos's option: (i) to correct, repair or replace the Licensed Product and/or Documentation within a reasonable time, or (ii) to authorize a pro rata refund of the Fee following return of the relevant Licensed Product accompanied by proof of purchase. Any replacement Licensed Products shall be warranted for the remainder of the original Licensed Products Warranty Period.

5.3 The warranty in Clause 5.1 shall not apply if (i) the Licensed Product has not been used in accordance with the terms and conditions of this Agreement and the Documentation, (ii) the issue has been caused by failure of the Licensee to apply Updates, Upgrades or any other action or instruction recommended by Sophos, (iii) the issue has been caused by the act or omission of, or by any materials supplied by, the Licensee or any third party, or (iv) the issue results from any cause outside of Sophos's reasonable control.

5.4 Subject to Clauses 5.5 to 5.7 inclusive below, Sophos shall defend, indemnify, and hold Licensee harmless from any claim or proceeding alleging that Licensee's use or possession of the Licensed Product in accordance with the terms and conditions of this License Agreement infringes any third party patent, trademark or copyright.

5.5 Licensee shall not be entitled to the benefit of the indemnity in Clause 5.4 if (i) Licensee fails to notify Sophos in writing within ten (10) days of Licensee being notified of any such claim or proceeding, (ii) Licensee does not at the written request of Sophos immediately cease to use or possess the Product on any such claim being made, (iii) Licensee, without the prior written consent of Sophos, acknowledges the validity of or takes any action which might impair the ability of Sophos to contest the claim or proceedings if it so elects, (iv) the infringement arises due to modification of the Product by anyone other than Sophos, use of the Product other than in accordance with the Documentation, or use of the Product with any hardware, software or other component not provided by Sophos, and the infringement would not have arisen without such use or modification, or (v) the claim is raised based on use or possession in a country that is not a party to the World Intellectual Property Organization (WIPO) treaties on patents, trademarks and copyrights.

5.6 If any such claim or proceeding referred to in Clause 5.4 is made against Licensee, Sophos alone shall have the right (in its sole discretion):

5.6.1 to defend and/or settle any such third party claim or proceedings and/or to initiate counter-proceedings, and to require Licensee to join and co-operate with the defense, settlement and/or counter-proceedings at Sophos's reasonable cost. If Sophos elects to not assume the defense of, settle such claims and/or initiate counter-proceedings, the Licensee may proceed with defending the claim in good faith and Sophos will reimburse all claims, damages, charges, expenses and liabilities (including reasonable counsel fees and costs) finally awarded or agreed to in a monetary settlement. Sophos shall have the right to approve Licensee's chosen counsel under this Clause 5.6.1, such approval not to be unreasonably withheld.

5.6.2 to (i) procure a license so that Licensee's use, possession and distribution of the Product in accordance with the terms and conditions of this License Agreement does not infringe any third party patents, trademarks or copyrights, or (ii) modify or replace the Product with a functionally equivalent Product so that it no longer infringes a third party's patents, trademarks or copyrights. If Sophos cannot achieve Clause 5.6.2 (i) or (ii) above on a commercially reasonable basis, Sophos may terminate the license to use the Product upon notice to Licensee and provide a pro rata refund of Fees paid for such Product which (i) relates to the period after the date of termination in the case of subscription term Products, and (ii) is depreciated on a straight line five (5) year basis commencing on the date of purchase in the case of perpetual term Products.

5.7 EXCEPT IN RELATION TO CONSUMER USE OF THE PRODUCTS UNDER CLAUSE 15.8 (IN WHICH CASE CLAUSE 15.8 SHALL ALSO APPLY), CLAUSES 5.4, 5.5 AND 5.6 SET OUT LICENSEE'S SOLE REMEDY AND THE WHOLE LIABILITY OF SOPHOS IN THE EVENT THAT THE PRODUCTS INFRINGE THE PATENTS, TRADEMARKS, COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. LICENSEE WILL IN ANY EVENT MITIGATE LICENSEE'S LOSSES AS FAR AS POSSIBLE.

#### 6. DISCLAIMER OF WARRANTIES

6.1 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN CLAUSE 5.1 ABOVE AND CLAUSES 15.2.6 AND 15.8.1 BELOW, SOPHOS AND ANY OF ITS THIRD-PARTY LICENSORS AND SUPPLIERS AND THE CONTRIBUTORS OF CERTAIN INCLUDED SOFTWARE MAKE NO WARRANTIES, CONDITIONS, UNDERTAKINGS OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, IN RELATION TO THE PRODUCT OR ANY THIRD PARTY SOFTWARE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM COURSE OF DEALING, USAGE OR TRADE. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE AND LICENSEE MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION.

6.2 WITHOUT LIMITATION TO THE FOREGOING, BUT SUBJECT TO CLAUSE 15.8.1, SOPHOS DOES NOT WARRANT OR REPRESENT THAT (i) THE PRODUCT WILL MEET LICENSEE'S REQUIREMENTS, (ii) THE OPERATION OF THE PRODUCT WILL BE ERROR FREE OR UNINTERRUPTED, (iii) DEFECTS IN THE PRODUCT WILL BE CORRECTED, (iv) THE PRODUCTS WILL DETECT, CORRECTLY IDENTIFY AND/OR DISINFECT ALL THREATS, APPLICATIONS (WHETHER MALICIOUS OR OTHERWISE) OR OTHER COMPONENTS, (v) LICENSEE IS ENTITLED TO BLOCK ANY THIRD PARTY APPLICATIONS, OR (vi) THAT LICENSEE IS ENTITLED TO ENCRYPT OR DECRYPT ANY THIRD PARTY INFORMATION.

6.3 LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT LICENSEE SHALL BE SOLELY RESPONSIBLE FOR PROPER BACK-UP OF ALL OF ITS DATA AND THAT LICENSEE SHALL TAKE APPROPRIATE MEASURES TO PROTECT SUCH DATA. SUBJECT TO CLAUSE 15.8, SOPHOS AND ITS THIRD PARTY LICENSORS ASSUME NO LIABILITY OR RESPONSIBILITY WHATSOEVER IF DATA IS LOST OR CORRUPTED.

#### 7. LIMITATION OF LIABILITY

7.1 LICENSEE USES THE PRODUCT AT LICENSEE'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SOPHOS OR ANY OF ITS THIRD-PARTY LICENSORS AND SUPPLIERS OR THE CONTRIBUTORS OF CERTAIN INCLUDED SOFTWARE BE LIABLE TO LICENSEE FOR, OR TO THOSE CLAIMING THROUGH LICENSEE FOR, ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGE OR LOSS OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF CONTRACTS, BUSINESS INTERRUPTIONS, LOSS OF OR CORRUPTION OF DATA HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE, INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGE RELATED TO ANY THIRD PARTY SOFTWARE EVEN IF SOPHOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS IN THIS CLAUSE 7.1 SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

7.2 IF ANY LIMITATION, EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN THIS LICENSE AGREEMENT IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION AND SOPHOS BECOMES LIABLE THEREBY FOR LOSS OR DAMAGE THAT MAY LAWFULLY BE LIMITED, SUCH LIABILITY WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE LESSER OF (i) THE FEE PAID BY LICENSEE AND (ii) SOPHOS'S LIST PRICE FOR THE PRODUCT.

7.3 IN NO EVENT SHALL SOPHOS'S AGGREGATE LIABILITY TO LICENSEE ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT, FROM ALL CAUSES OF ACTION AND THEORIES OF LIABILITY (INCLUDING WITHOUT LIMITATION NEGLIGENCE), EXCEED THE LESSER OF (i) THE FEE PAID BY LICENSEE AND (ii) SOPHOS'S LIST PRICE FOR THE PRODUCT.

7.4 SOPHOS DOES NOT LIMIT OR EXCLUDE ITS LIABILITY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, (ii) FRAUDULENT MISREPRESENTATION, OR (iii) ANY OTHER LIABILITY TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

#### 8. PRODUCT CHANGES

Licensee acknowledges and agrees that Sophos may vary, Update or discontinue Products, Product versions, Product features, Product support, Product Maintenance, and support for third party products (including without limitation operating systems and platforms) from time to time for reasons including but not limited to changes in demand, security and technology. Sophos will publish the date(s) of planned



discontinuation at: <http://www.sophos.com/en-us/support>. Sophos recommends that the Licensee always uses the latest Product, Product version and/or third party product, as applicable.

#### 9. THIRD PARTY SOFTWARE

The Products may operate or interface with software or other technology that is licensed to Sophos from third parties, which is not proprietary to Sophos, but which Sophos has the necessary rights to license to Licensee. Licensee agrees that (a) it will use such third party software in accordance with this License Agreement, (b) no third party licensor makes any warranties, conditions, undertakings or representations of any kind, either express or implied, to Licensee concerning such third party software or the Products themselves, (c) no third party licensor will have any obligation or liability to Licensee as a result of this License Agreement or Licensee's use of such third party software, (d) the third party licensor is a beneficiary of this License Agreement and accordingly may enforce the terms and conditions herein to the extent necessary to protect its rights in relation to the third party software, and (e) such third party software may be licensed under license terms which grant Licensee additional rights or contain additional restrictions in relation to such materials, beyond those set forth in this License Agreement, and such additional license rights and restrictions are described or linked to in the applicable Documentation, the relevant Sophos webpage, or within the Product itself. For the avoidance of any doubt, such additional rights and/or restrictions apply to the third party software on a standalone basis; nothing in such third party licenses shall affect Licensee's use of the Licensed Products in accordance with the terms and conditions of this License Agreement.

#### 10. GOVERNMENT RIGHTS; NON-WAIVER OF GOVERNMENT IMMUNITY

10.1 If Licensee is an agency or other part of the U.S. Government, the Licensed Products and the Documentation are commercial computer software and commercial computer software documentation and their use, duplication and disclosure are subject to the terms of this License Agreement per FAR 12.212 or DFARS 227.7202-3, as amended, or equivalent provisions of agencies that are exempt from the FAR or that are U.S. state or local government agencies. Other terms or modifications to this License Agreement may apply to government agencies and Users and are addressed in the relevant EULA Addendum for Government Licensees or Users available at <http://www.sophos.com/en-us/legal/addendum-for-government-licensees-or-users.aspx>.

10.2 If Licensee is a federal, state, or other governmental instrumentality, organization, agency, institution, or subdivision, the limitations of liability and Licensee's indemnity obligations herein shall apply only in the manner and to the extent permitted by applicable law, and without waiver of Licensee's constitutional, statutory, or other immunities, if any.

#### 11. EXPORT CONTROL, ANTI-BRIBERY AND COMPLIANCE WITH APPLICABLE LAWS

11.1 Licensee hereby agrees that (i) it will comply with all applicable Sanctions and Export Control Laws, (ii) it is solely responsible for ensuring that the Product is used, disclosed and/or transported only in accordance with all applicable Sanctions and Export Control Laws, and (iii) it will not re-export or transfer the Product, in any form, directly or indirectly, to any person or entity based in Cuba, Iran, Syria, Sudan, South Sudan or North Korea. Further details are available at <http://www.sophos.com/en-us/legal/export.aspx>.

11.2 Each party warrants that in entering into this License Agreement neither the party nor any of its officers, employees, agents, representatives, contractors, intermediaries or any other person or entity acting on its behalf has taken or will take any action, directly or indirectly, that contravenes (i) the United Kingdom Bribery Act 2010, or (ii) the United States Foreign Corrupt Practices Act 1977, or (iii) any other applicable anti-bribery laws or regulations anywhere in the world.

11.3 Licensee warrants that its use and possession of the Products is and will continue to be in accordance with all other applicable laws and regulations. In particular but without limitation, Licensee acknowledges and agrees that it may be necessary under applicable law for Licensee to inform and/or obtain consent from individuals before it intercepts, accesses, monitors, logs, stores, transfers, exports, blocks access to, and/or deletes their communications. Licensee is solely responsible for compliance with such laws.

11.4 ANY BREACH OR SUSPECTED BREACH OF THIS CLAUSE 11 BY LICENSEE SHALL BE A MATERIAL BREACH INCAPABLE OF REMEDY ENTITLING SOPHOS TO TERMINATE THIS AGREEMENT IMMEDIATELY UPON NOTICE TO LICENSEE. In addition, Licensee agrees (to the extent permitted by applicable law, and without waiver of Licensee's constitutional, statutory, or other immunities, if any) to indemnify and hold Sophos harmless from and against any claim, proceeding, loss, liability, cost or damage suffered or incurred by Sophos resulting from or related to Licensee's violation of this Clause 11.

#### 12. TERMINATION

12.1 Subject to Clause 15.8.3, this License Agreement and Licensee's rights under it will terminate immediately if: (i) Licensee fails to pay the Fee to Sophos or the Partner (as applicable) in accordance with the agreed payment terms; or (ii) Sophos does not receive payment from the relevant Partner for the Products and packages provided to Licensee, or (iii) Licensee breaches any of the terms and conditions of this License Agreement; or (iv) other than for Products licensed on a perpetual basis for which payment has already been received in full, if Licensee takes or suffers any action on account of debt or becomes insolvent.

12.2 Subject to Clause 12.5, Licensee may terminate the license for the applicable Licensed Product(s) at any time by uninstalling and destroying the relevant Licensed Product and all copies of it.

12.3 Within one (1) month after the date of termination of this License Agreement or the applicable Product Term, Licensee must supply Sophos with written certification of the destruction of all partial and complete copies of the applicable Licensed Product. In the case of encryption Products, Licensee shall decrypt all encrypted drives and data prior to uninstalling and destroying the Product.

12.4 Licensee's right to use and access the Products will automatically terminate on expiry of the applicable Product Term or this License Agreement (whichever is the earlier) unless and until Licensee renews Licensee's license for the Products.

12.5 Except as expressly set forth herein, all Fees paid or payable are non-refundable to the maximum extent permitted by law.

### 13. CONFIDENTIALITY AND DATA PROTECTION

13.1 The Licensee may receive or have access to confidential information under or in relation to this License Agreement that is secret and valuable to Sophos and its licensors. Licensee is not entitled to use or disclose that confidential information other than strictly in accordance with the terms and conditions of this License Agreement.

13.2 Licensee acknowledges and agrees that Sophos may directly and remotely communicate with the Products in order to provide Maintenance and technical support, and to collect the following types of information: (i) Products, Product versions, Product features and operating systems being used by Licensee, (ii) processing times taken by the Product, (iii) Licensee's customer identification code and company name, and (iv) IP address and/or ID of the machine which returns the above listed information. Certain Products may require the collection of additional information as detailed in the Sophos privacy policy at: <http://www.sophos.com/en-us/legal/sophos-group-privacy-policy.aspx> (the "Privacy Policy").

13.3 The information collected under Clause 13.2 may be used for the purposes of (i) providing the Products and performing this License Agreement, (ii) verifying Licensee's compliance with the License Entitlement, (iii) evaluating and improving the performance of the Products, (iv) preparing statistical analysis (such as malware infection rates and the usage of Products), (v) planning development roadmaps and product lifecycle strategies, (vi) issuing alerts and notices to Licensee about incidents and product lifecycle changes which affect the Products being used by Licensee.

13.4 Sophos may also require the Licensee's contact details and (where applicable) payment information for the purposes of (i) providing technical support, (ii) billing, (iii) verifying Licensee's credentials and License Entitlement, (iv) issuing license expiry and renewal notices, (v) carrying out compliance checks for export and sanction control purposes, and (vi) providing account management.

13.5 If the Licensee elects to send malware samples or any other materials to Sophos for review, the Licensee shall remove any regulated health and payment card data prior to submission.

13.6 Licensee expressly gives Sophos permission to (i) include and publish Licensee's name and logo on lists of Sophos's customers, and (ii) send promotional emails to Licensee to provide information about other Sophos products and services. If Licensee does not wish to give Sophos permission for the uses described under this Clause 13.6, Licensee may notify Sophos by emailing [unsubscribe@sophos.com](mailto:unsubscribe@sophos.com), specifying which permission is not granted.

13.7 As a global organization, the Affiliates, subcontractors and third party licensors of Sophos may be located anywhere in the world. Sophos will process any personal data in accordance with the provisions of the EU Directive 95/46 EC and the Privacy Policy.

13.8 By installing or using the Product or accepting this License Agreement, Licensee expressly confirms its consent to the use of data and information as set forth herein and in the Privacy Policy, and Licensee further warrants that it has obtained all necessary consents and provided all necessary notifications to share such data and information with Sophos for the purposes described above.

### 14. GENERAL

14.1 Any Partner from whom Licensee may have purchased the Product is not appointed by Sophos as its servant or agent. No such person has any authority, either express or implied, to enter into any contract

or provide any representation, warranty or guarantee to Licensee or any third party or to translate or modify this License Agreement in any way on behalf of Sophos or otherwise to bind Sophos in any way whatsoever.

14.2 Licensee has no obligation to provide Sophos with ideas, suggestions, concepts, or proposals relating to Sophos's products or business ("Feedback"). However, if Licensee provides Feedback to Sophos, Licensee grants Sophos a non-exclusive, worldwide, royalty-free license that is sub-licensable and transferrable to any party, to make, use, sell, have made, offer to sell, import, reproduce, publicly display, distribute, modify, and publicly perform the Feedback, without any reference, obligation, or remuneration to Licensee. All Feedback shall be deemed non-confidential to Licensee. Licensee shall not provide to Sophos any Feedback it has reason to believe is or may be subject to the intellectual property claims or rights of a third party.

14.3 (i) Self-Audits. To help manage Licensee's use of the Products and Licensee's compliance with this Agreement, Licensee agrees to perform a self-audit upon ten (10) working days' prior written notice from Sophos, calculating the number of Users, Computers, Servers or other applicable units benefiting from the Products. If Licensee's self-audit reveals that Licensee's actual usage exceeds the License Entitlement, Licensee shall procure the additional licenses required from Sophos or its preferred Partner. (ii) Formal Audits. If Licensee does not perform a self-audit upon request from Sophos, or if Sophos has reason to doubt the results of such self-audit, upon prior written notice to Licensee, Licensee shall permit Sophos or an independent certified accountant appointed by Sophos to access Licensee's premises and inspect Licensee's books of account and records at any time during normal business hours for the purpose of inspecting, auditing, verifying or monitoring the manner and performance of Licensee's obligations under this License Agreement, including without limitation the payment of all applicable license fees. Any such audit shall minimize the disruption to Licensee's business operations. Sophos shall not be able to exercise this right more than once in each calendar year. If an audit reveals that Licensee has underpaid fees to Sophos, Licensee shall be invoiced for and shall pay to Sophos or the Partner (as applicable) within thirty (30) days of the date of invoice an amount equal to the shortfall between the fees due and those paid by Licensee. If the amount of the underpayment exceeds five percent (5%) of the fees due or the audit reveals a violation of any license restrictions pursuant to this License Agreement then, without prejudice to Sophos's other rights and remedies, Licensee shall also pay Sophos's reasonable costs of conducting the audit.

14.4 Sophos may in its sole discretion assign, novate, subcontract or otherwise transfer any of its rights or obligations hereunder.

14.5 Sophos may amend the terms and conditions of this License Agreement and/or any documents and policies referenced herein at any time, including without limitation by posting revised terms and conditions on its website at <http://www.sophos.com/en-us/legal> and/or the location of such document or policy. Such amended terms and conditions shall be binding upon Licensee with effect from the date of such change. For the avoidance of doubt, such amended terms and conditions shall supersede any prior version of the License Agreement which may have been embedded in or packaged with the Product itself.

14.6 Failure by either party to enforce any particular term or condition of this License Agreement shall not be construed as a waiver of any of its rights under it.

14.7 The illegality, invalidity or unenforceability of any part of this License Agreement will not affect the legality, validity or enforceability of the remainder.

14.8 If Licensee and Sophos have signed a separate written agreement covering the licensing and use of the Product, the terms and conditions of such signed agreement shall take precedence over any conflicting terms and conditions of this License Agreement. Otherwise this License Agreement, the Schedule and the documents and policies referenced herein constitute the entire agreement between the parties relating to the licensing and use of the Product and supersede any other oral or written communications, agreements or representations with respect to the Product, except for any oral or written communications, agreements or representations made fraudulently. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

14.9 If there are any inconsistencies between the English language version of this License Agreement and any translated version, the English language version shall prevail.

14.10 A person who is not a party to this License Agreement has no right to enforce any term or condition of this License Agreement, and the parties to this License Agreement do not intend that any third party rights are created by this License Agreement.

14.11 In the event the Sophos subsidiary entity from which Licensee has purchased the licenses is located in:

THE UNITED STATES OF AMERICA, CANADA, OR LATIN AMERICA, this License Agreement and any dispute or claim arising out of or in connection with it, including without limitation non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A., without regard to its conflict of laws principles. The federal and state courts of the Commonwealth of Massachusetts, U.S.A. shall have exclusive jurisdiction to determine any dispute or claim which may arise out of, under, or in connection with this License Agreement. The parties waive any right to a jury trial in any litigation arising out of or in connection with this License Agreement; and ANY OTHER COUNTRY, this License Agreement and any dispute or claim arising out of or in connection with it, including without limitation non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of England and Wales, without regard to conflict of laws principles. The courts of England and Wales shall have exclusive jurisdiction to determine any dispute or claim which may arise out of, under, or in connection with this License Agreement.

14.12 Nothing in Clause 14.11 shall limit the right of Sophos to initiate proceedings against Licensee in any court of competent jurisdiction where deemed necessary by Sophos to (i) protect its intellectual property rights, (ii) protect its confidential information, and/or (iii) recover overdue payments.

14.13 Any notices required to be given to Sophos or any questions concerning this License Agreement should be addressed to The Legal Department, Sophos Limited, The Pentagon, Abingdon Science Park, Abingdon, OX14 3YP, United Kingdom with a copy to [legal@sophos.com](mailto:legal@sophos.com).

14.14 The following clauses shall survive any termination or expiration of this License Agreement: 2, 6, 7, 11, 12.3, 13.1, 14, 15.2.5, 15.6.5, and 15.6.6.

15. ADDITIONAL TERMS AND CONDITIONS The first part of this License Agreement includes general terms and conditions applicable to all Products. The additional terms and conditions in this Clause 15 below apply only to the Products referenced in each section.

15.1 Direct Purchases from Sophos. This Clause only applies if Licensee purchases Products from Sophos directly, rather than through a Partner:

15.1.1 All Products are delivered ICC Incoterms 2010 Ex Works from the applicable Sophos site. Accordingly, the Licensee is responsible for delivery costs, export clearances, import clearances, and insurance costs.

15.1.2 Fees shall be paid in full, in the currency and via the payment method specified on the invoice, within thirty (30) days of the date of such invoice.

15.1.3 Unless expressly stated otherwise, the Fee is exclusive of value added tax and any other federal, state, municipal or other governmental taxes, duties, licenses, fees, excises or tariffs.

15.1.4 Invoices may provide for interest to be paid on any sums not remitted by the due date.

15.2 Hardware Products. This Clause only applies to Hardware Products:

15.2.1 Sophos retains title to the Hardware until such time as any Free Trial described in Clause 15.6 below (if applicable) expires, and Licensee pays the Hardware Fee to Sophos or a Partner, as applicable, and Sophos receives the Hardware Fee in full. Unless and until title to the Hardware has transferred to Licensee in accordance with this Clause, Licensee agrees to keep the Hardware free and clear of all claims, liens, and encumbrances, and any act by Licensee, either voluntary or involuntary, purporting to create a claim, lien or encumbrance on the Hardware shall be void. Licensee owns only the Hardware or media, if applicable, on which the Licensed Product is installed. Licensee does not own the Licensed Product itself.

15.2.2 In the event that Licensee fails to pay or Sophos does not receive the Fee for the Hardware, Licensee shall return the Hardware to the return location indicated by Sophos, securely and properly packaged, with carriage (and insurance at Licensee's option) prepaid. If Licensee fails to return the Hardware to the indicated location promptly, upon written notice Sophos will be entitled to enter Licensee's premises during normal business hours to repossess such Hardware.

15.2.3 Risk of loss passes to Licensee upon shipment of the Hardware to Licensee. Insurance, if any, covering the Hardware shall be Licensee's sole responsibility.

15.2.4 Licensee acknowledges that the Hardware is sold hereunder solely as the medium for delivery and operation of the Licensed Products and, unless otherwise agreed by the parties in writing, Sophos at its option may provide Hardware that is either new or refurbished.

15.2.5 Licensee is solely responsible for complying with any applicable governmental regulations relating to waste, health and safety, including without limitation those that relate to the EC Directive on Waste Electrical and Electronic Equipment (2002/96/EC) ("WEEE") and The Restriction of the Use of Certain

Hazardous Substances in Electrical and Electronic Equipment Regulations (2002/95/EC) ("RoHS") (as amended) in connection with Licensee's use, transport and/or disposal of the Hardware.

15.2.6 Sophos offers a limited warranty for Hardware as set out in the Hardware Warranty Policy at: <http://www.sophos.com/en-us/legal>.

15.3 Sophos Central and other Cloud Products (collectively "Cloud Products"). This Clause only applies to Sophos Cloud Products:

15.3.1 The Licensee shall not store or transmit any content through the Sophos Cloud Products that (i) is unlawful, pornographic, obscene, indecent, harassing, racially or ethnically offensive, harmful, threatening, discriminatory or defamatory, (ii) facilitates or promotes illegal activity, (iii) infringes any third party intellectual property rights, or (iv) is otherwise inappropriate ("Prohibited Content").

15.3.2 The Licensee acknowledges that Sophos has no control over any content stored or transmitted by Licensee, does not monitor such content and accordingly acts as a mere conduit. Sophos reserves the right to remove content from the Sophos Cloud Products immediately without prior notice where it reasonably suspects that such content is Prohibited Content. The Licensee shall (to the extent permitted by applicable law, and without waiver of Licensee's constitutional, statutory, or other immunities, if any) indemnify and hold Sophos harmless from and against all damages, losses and expenses arising as a result of any third party action or claim relating to Licensee's content.

15.3.3 The Sophos Cloud Products are not designed for the storage of regulated health or payment card data and Licensee may only store or transmit such information through Sophos Cloud Products if it has entered a separate written agreement with Sophos expressly permitting such purpose.

15.3.4 Prior to termination or expiry of the Product Term, Licensee must (i) remove all Product settings from its Servers and Computers, and (ii) remove all of its custom settings, software and data from the Sophos network. For certain Products, Sophos may download and return the data upon request and for a reasonable fee to be agreed in writing in advance. Sophos reserves the right to delete data that has not been removed after such termination or expiry date.

15.4 Sophos Network Security Product. This Clause only applies to the Sophos Firewall, Sophos Firewall Manager, Sophos iView and Sophos UTM Products:

15.4.1 Licensee acknowledges and agrees that the Product may require the complete erasure of the hard disk of the target Computer during installation, including without limitation the operating system resident thereon. By installing the aforementioned Product, Licensee expressly agrees that it shall ensure that the Computer on which such Product is to be installed does not contain any valuable data, the loss of which would cause damage to Licensee, and, subject to Clause 15.8, Sophos expressly disclaims any liability for losses of any kind related to Licensee's failure to do so.

15.5 Employee Personal Use.

15.5.1 The following URL lists the Products for which employee personal use is permitted: <https://www.sophos.com/en-us/legal/employee-personal-use-policy.aspx>.

15.5.2 In addition to the rights granted in Clause 3 of this Agreement, where employee personal use is permitted, Licensee may permit its employees to use such Product at home on a single workstation provided that (i) Licensee shall be responsible for the distribution of Upgrades and Updates and the provision of technical support to such employees, and (ii) the Licensee's actual usage including such employee personal usage does not exceed the License Entitlement.

15.5.3 Licensee shall ensure that its employees are aware of and comply with the terms and conditions of this License Agreement, and, to the extent permitted by applicable law, Licensee shall be responsible for the acts and omissions of its employees relating to use of the Products.

15.6 Free Trials, Fixes, Technical Previews, Beta Testing and Free Tools.

15.6.1 If Sophos permits the Licensee to conduct a free trial of a commercially available Product (the "Free Trial"), the Licensee may use the Product free of charge for evaluation purposes only for a maximum of 30 days, or such other duration as specified by Sophos in writing at its sole discretion (the "Trial Period"). If the Licensee does not purchase the Product, the rights to use the Product will terminate immediately upon expiry of the Trial Period.

15.6.2 If the Free Trial relates to Hardware, Licensee must return the Hardware to the return location indicated by Sophos, securely and properly packaged, with carriage (and insurance at Licensee's option) prepaid upon the expiry of the Trial Period. Licensee is solely responsible for removing any and all of Licensee's data from the Hardware prior to return. If Licensee fails to return the Hardware upon expiry of the Trial Period, Sophos may invoice, and Licensee shall pay for, the Hardware at list price.

15.6.3 Sophos makes certain Products available for use free of charge ("Free Tools"). Such Free Tools may only be used for the express purposes permitted by Sophos as identified in the accompanying

Documentation. The Product Term applicable to a Free Tool shall continue until (i) Sophos withdraws the Free Tool, or (ii) Sophos notifies the Licensee that it is no longer permitted to use the Free Tool. No Maintenance or technical support is included with, or provided for, Free Tools.

15.6.4 If Sophos provides Licensee with a Product for technical preview or beta testing purposes (a "Preview Product"), Licensee may use the Preview Product for evaluation purposes for the period specified by Sophos (the "Test Period"). Licensee shall test the Preview Product in accordance with any conditions specified in the readme file for the software and/or any accompanying Documentation and shall gather and report test data, and other Feedback to Sophos as set forth in Clause 14.2. Except for Consumer Preview Products, the Preview Product should only be used in a non-production test environment unless expressly approved otherwise by Sophos. Licensee's right to use the Preview Product shall terminate upon expiry of the Test Period. Sophos does not warrant that it will release a commercial version of the Preview Product, or that a commercial version will contain the same or similar features as the Preview Product. Any Preview Product and accompanying documentation shall be considered Sophos's confidential information as set forth in Clause 13.1.

15.6.5 Clause 6 shall not apply to Free Trial products, Fixes, Free Tools and Preview Products. FREE TRIAL PRODUCTS, FREE TOOLS AND PREVIEW PRODUCTS ARE PROVIDED "AS IS" AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (i) SOPHOS MAKES NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR UNDERTAKINGS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RELATION TO SUCH PRODUCTS, (ii) IN NO EVENT SHALL SOPHOS BE LIABLE TO LICENSEE OR TO THOSE CLAIMING THROUGH LICENSEE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGE OR LOSS OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF CONTRACTS, BUSINESS INTERRUPTIONS, LOSS OF OR CORRUPTION OF INFORMATION OR DATA HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT OR TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), EVEN IF SOPHOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS IN THIS CLAUSE 15.6.5 SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

15.6.6 Clause 7 shall not apply to Free Trial products, Fixes, Free Tools and Preview Products. IF ANY LIMITATION, EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN CLAUSE 15.6.4 ABOVE IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION AND SOPHOS BECOMES LIABLE THEREBY FOR LOSS OR DAMAGE THAT MAY LAWFULLY BE LIMITED, SUCH LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED ONE HUNDRED POUNDS STERLING (£100).

15.7 Consumers. The following Clause applies if Licensee is a Consumer:

15.7.1 Licensee is only permitted to use those Products which are expressly designated by Sophos as suitable and available for Consumer use.

15.7.2 Unless expressly stated otherwise on the Schedule, consumers are not entitled to receive technical support.

15.7.3 Licensee may only purchase Products if Licensee is at least eighteen (18) years old or is acting with the consent and supervision of a parent or guardian.

15.7.4 Licensee acknowledges that the Products have not been developed to meet Licensee's individual requirements, and that it is therefore Licensee's responsibility to ensure that the facilities and functions of the Products as described in the Documentation meet Licensee's requirements.

15.7.5 This License Agreement does not exclude or limit statutory rights applicable to Consumers in the jurisdiction in which Licensee is resident if and to the extent that such rights cannot be excluded or limited by applicable law. If you require information about your rights, you should contact your local legal counsel.

15.7.6 Consumer Products are supplied only for domestic and private use. Licensee is not permitted to use the Products for any commercial, business or re-sale purposes, and to the maximum extent permitted by law, Sophos has no liability for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15.7.7 Clauses 7.1, 7.2 and 7.3 shall not apply to Consumers. Subject to Clause 15.8, Sophos is only responsible for loss or damage that Licensee suffers under Clause 7.4 or that is a foreseeable result of (i) breach of this License Agreement, or (ii) Sophos's negligence. In the absence of such breaches of this License Agreement by Sophos, Licensee's use of the Products is at Licensee's own risk. Sophos is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of the breach or if it was contemplated by both parties at the commencement of this License Agreement.

15.7.8 Clauses 14.11 and 14.12 shall not limit any right of the Consumer to take proceedings in or to benefit from consumer protection laws that apply in the Consumer's country of residence.

15.8 Consumer Products.

15.8.1 Where a Consumer has:

(a) paid for a Product; or

(b) received a Product for free as part of a bundle with other goods, services or other digital content for which the Consumer has paid a price, and this Product is not generally available to Consumers unless they have paid a price for it or for the other goods, services or other digital content,

Sophos warrants that such Products will be (i) of satisfactory quality, (ii) reasonably fit for purpose, and (iii) as described in the Documentation.

15.8.2 Where Sophos is in breach of Clause 15.8.1, Sophos will (i) at its own cost, repair or replace the Product within a reasonable time and without significant inconvenience to the Consumer, or (ii) grant the Consumer a reasonable Fee reduction for the Product where the Product cannot be repaired or replaced within a reasonable time and without significant inconvenience to the Consumer.

15.8.3 Where the Product Term is perpetual or of an indefinite duration and the Licensee is a Consumer, if Sophos has a right to terminate this License Agreement, Sophos will provide reasonable notice before exercising this right except where there are serious grounds for terminating immediately.

15.8.4 Where a Product supplied to a Consumer causes damage to a device or to other digital content which, in either case, is owned by a Consumer, Sophos will either (i) at its own cost, repair the damage within a reasonable time and without significant inconvenience to the Consumer, or (ii) compensate the Consumer for the damage with an appropriate payment.

15.8.5 This Clause 15.8 shall take precedence to the extent that there are any conflicting terms and conditions in this License Agreement.

15.9 Alert Services. The following Clause applies if Licensee subscribed to ZombieAlert, PhishAlert or WebAlert services (collectively the "Alert Services") prior to the end of sale date and still has a valid subscription:

15.9.1 Licensee acknowledges and agrees that the Alert Services are only intended to inform Licensee about potentially unwanted activities originating from the Licensee's network of which Sophos becomes aware, and that Sophos has no obligation to provide an analysis of the data, to maintain records of past data, to attempt to take action against or to otherwise remedy such activities.

15.9.2 Sophos does not warrant (i) the accuracy, completeness, currency or reliability of any of the content of data provided as part of the Alert Services, or (ii) the timing or availability of the Alert Services. In particular but without limitation, Licensee acknowledges and agrees that Sophos does not monitor changes in IP address ownership.

15.9.3 If Sophos has difficulty delivering information to a particular email address, Sophos reserves the right to cease delivery of Alert Services to such address without notice.

15.10 Info Feeds. The following Clause applies if Licensee subscribed to RSS and/or Atom info feeds ("Info Feeds") prior to the end of sale date and still has a valid subscription:

15.10.1 Sophos grants Licensee a non-transferable, non-exclusive license to display the information contained in the Info Feeds on Licensee's website provided that (i) copyright notices contained in the Info Feeds are reproduced on such website, (ii) the website makes accurate references to Sophos and its Products, and (iii) the Info Feeds are not displayed in any manner that implies affiliation with, sponsorship, endorsement or license by Sophos, or any joint venture, agency or partnership.

15.10.2 Sophos reserves the right, in its sole discretion and at any time without notice, to (i) change or withdraw the Info Feeds and (ii) refuse or cease to provide Info Feeds to a website.

15.11 XP SP3. Subject to receipt by Sophos of a support extension Fee (either directly or via an authorized reseller as applicable), Sophos agrees that it will continue to provide support on a technically and commercially reasonable endeavors basis for a version of Sophos Anti-Virus on XP SP3 ("XP SP3 Support") beyond the published end of support date until the earlier of (i) the XP3 support extension period stated in the relevant Schedule, or (ii) 31 March 2019. XP SP3 Support comprises regular updates to security data and periodic updates to the product engine. Sophos reserves the right to suspend, reduce or terminate XP SP3 Support prior to such date if and to the extent that Sophos discovers an issue that requires the third party operating system provider to provide a fix and the third party does not provide such fix.