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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.

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.