

TERMS OF SERVICE FOR SOPHOSLABS INTELIX™

THIS TERMS OF SERVICE (“**AGREEMENT**”) BETWEEN CUSTOMER AND SOPHOS LIMITED (“**SOPHOS**”) GOVERNS CUSTOMER’S ACCESS AND USE OF THE SERVICE AND IS A LEGALLY BINDING AND ENFORCEABLE CONTRACT.

BY ORDERING SOPHOS’S SERVICE FROM AWS MARKETPLACE, OR BY ACCESSING OR USING THE SERVICE FROM AWS MARKETPLACE, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT S/HE HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT.

1. DEFINITIONS

1.1 “Affiliate” means, with respect to each party, an entity that controls, is controlled by, or is under common control with such party. For the purposes of this definition, “control” means the beneficial ownership of more than fifty percent (50%) of the voting power or equity in an entity.

1.2 “API” means Sophos’s application programming interface, including all associated routines and protocols, that may be called or invoked to access the Service.

1.3 “AWS” means Amazon Web Services, Inc.

1.4 “AWS Account” means Customer’s active account on the AWS Marketplace used to access and use the Service and receive billing.

1.5 “AWS Marketplace” means the software/service marketplace operated by AWS located at <https://aws.amazon.com/marketplace>, as it may be updated from time-to-time by AWS.

1.6 “Customer” means the company or entity that: (a) has agreed to this Agreement with respect to the Service; and/or (b) accesses or uses the Service through Customer’s AWS Account.

1.7 “Customer Content” means all software, data (including Personal Data), non-Sophos or third-party applications, and any other content or material, in any format, provided by Customer or User to Sophos in connection with Customer’s access and use of the Service.

1.8 “Documentation” means any online help content (including on AWS Marketplace), user manuals, or similar materials pertaining to the implementation, operation, access, and use of the API and the Service that are made available by Sophos, as may be revised by Sophos from time to time.

1.9 “End User Agreement” means a written agreement between Customer and each User of Integrated Product pursuant to which a User is granted the right to use and access Integrated Product for such User’s internal information security purposes only.

1.10 “Integrated Product” means the Customer’s product that (a) embeds access to the Service, and (b) is made available to Users pursuant to an End User Agreement.

1.11 “Offer Details” means the pricing and related terms applicable to a Subscription, as published in the AWS Marketplace.

1.12 “Personal Data” means any information relating to an identified or identifiable individual or that is otherwise defined as “personal data”, “personal information”, or “personally identifiable information” under applicable data protection laws.

1.13 “Sanctions and Export Control Laws” means any law, regulation, statute, prohibition, or similar measure applicable to the Service 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, including, but not limited to, those administered and enforced by the European Union, the United Kingdom, and the United States, each of which shall be considered applicable to the Service.

1.14 “Service” means Sophos’s hosted threat intelligence service, including API(s) provided with such service, that is made available on AWS Marketplace.

1.15 “Subscription” means an enrollment for the Service through AWS Marketplace.

1.16 “Term” has the meaning set forth in Section 9.1 below.

1.17 “Usage Data” means any diagnostic and usage-related information from the use, performance and operation of the Service, including, but not limited to, type of browser, Service features, and systems that are used and/or accessed, and system and Service performance-related data.

1.18 “User” means as the context may allow, (a) Customer’s and its permitted Affiliates’ employees, contractors, and similar personnel authorized by Customer or its Affiliates to access and use the Service for internal business purposes only on such entity’s behalf; or (b) any entity permitted by Customer to access and use the Service as a feature of Integrated Product pursuant to an End User Agreement.

2. SERVICE USE AND RESTRICTIONS

2.1. Right to Access and Use.

(a) Internal Use. Subject to Customer’s compliance with the terms of this Agreement, Sophos hereby grants to Customer a non-exclusive, non-sublicensable, nontransferable, revocable, and worldwide right, to access and use the Service solely for Customer’s internal information security purposes. Customer may permit its Affiliates and Users to use the Service in accordance with this Agreement, provided that Customer remains fully responsible and liable for their use of the Service and compliance with the terms and conditions of this Agreement.

(b) Integration and Distribution. Subject to Sophos’s prior written approval, Sophos hereby grants to Customer a non-exclusive, non-sublicensable, nontransferable, revocable, worldwide right to: (i) access and use the API for the sole purpose of creating and testing Integrated Product; and (ii) make available Integrated Product for access and use by Users pursuant to an End User Agreement. Customer will not: (a) make available access of Service separately from the Integrated Product; and (b) provide the API

credentials to any of the Users or any other third-party. Where Customer exercises its rights under this Section 2.1(b), the free tier pricing specified in the Offer Details will not apply to Customer.

2.2 Restrictions. Except as specifically permitted in this Agreement, Customer will not (and will not allow an Affiliate, User, or third party to), directly or indirectly: (a) sublicense, resell, rent, lease, distribute, market, commercialize, or otherwise transfer rights to, or usage of, all or any portion of the Service, or provide the Service on a timesharing, service bureau, or other similar basis; (b) modify, adapt, translate, create derivative works of, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of, any part of the Service; (c) remove, alter, or obscure any proprietary rights notices contained in or affixed to the Service; (d) attempt to gain unauthorized access to the Service; (e) attempt to disrupt, degrade, impair, or violate the integrity, security, or performance of the Service, including, without limitation, by executing any form of network monitoring; (f) use the Service to store, transmit, or propagate any viruses, software routines, or other code designed to permit unauthorized access, to disable, erase or otherwise harm software, hardware or data, or to perform any other harmful actions; (g) take any action that imposes or may impose an unreasonable or disproportionately large load on Sophos's infrastructure, as determined by Sophos in its sole discretion; (h) disable or circumvent any monitoring or billing mechanism that meters Customer's use of the Service; (i) access or use the Service in a manner that violates applicable law or regulation, infringes third party rights, or violates the terms and conditions of this Agreement; and (j) cache or store any portion of the output of the Service beyond the designated time to live.

2.3 Modifications to Service and Agreement. Sophos may modify or update the Service from time to time. Sophos may modify the terms of this Agreement from time to time by posting a modified version on the Service listing page on AWS Marketplace, and all modifications will become effective upon Customer's subsequent access and use of the Service.

2.4 Support. Sophos will provide to Customer the technical support specified in the applicable Documentation. Customer is responsible for providing all technical support services to its customers for the Integrated Product. Customer agrees to report to Sophos any errors encountered in the course of accessing and using the Service.

3. CUSTOMER OBLIGATIONS

3.1 Access and Use. Customer is solely responsible for: (a) accessing and using the Service in accordance with the Documentation; (b) determining the suitability of the Service for Customer's internal information security purposes, or for the use with Integrated Product; (c) configuring the Service appropriately; (d) complying with any regulations and laws (including, without limitation, export, data protection, and privacy laws) applicable to Customer Content and Customer's use of the Service; (e) Customer's and User's access and use of the Service; (f) all activity (whether authorized or unauthorized) occurring under Customer's AWS Account; (g) providing all reasonable information and assistance required for Sophos to deliver the Service or enable Customer's access and use of the Service; (h) using reasonable means to protect the account information, API credentials, and access credentials (including passwords and devices or information used for multi-factor authentication purposes) used by Customer to access the Service; and (i) promptly notifying Sophos of any unauthorized account use or other suspected security breach, or unauthorized use, copying, or distribution of the Service, API, or Customer Content. Customer will ensure that all Users comply with Customer's obligations under this Agreement,

and that the terms and conditions of the End User Agreement are consistent with this Agreement and is no less protective of Sophos's rights than this Agreement. If Customer becomes aware of any breach or non-compliance under this Agreement or the End User Agreement, Customer will immediately terminate such User's access to the Service and notify Sophos. Where applicable, Customer will enter into appropriate data protection agreements with its Users as required by applicable data protection laws.

3.2 Third Party Services. The Service may enable or require Customer to associate its AWS Account with, link to, or otherwise access, third parties' websites, platforms, content, products, services, or information, including other services provided by AWS to Customer ("**Third Party Services**"). Third Party Services are not part of the Service, and Sophos does not control and is not responsible for the Third Party Services. Customer is solely responsible for: (a) obtaining and complying with any terms of access and use of the Third Party Services, including any separate fees or charges imposed by the provider of the Third Party Services; and (b) configuring the Third Party Services appropriately. Sophos disclaims all responsibility and liability arising from or related to Customer's access or use of the Third Party Services, including any impact on Service capabilities as a result of Customer's use of or reliance upon the Third Party Services.

4. CUSTOMER CONTENT; PRIVACY & SECURITY; CONFIDENTIALITY

4.1 Customer Content. Customer is solely responsible for all Customer Content, including but not limited to its accuracy, quality, and legality. Customer represents and warrants that it: (a) has the legal rights to provide Customer Content to Sophos; (b) has provided any required notices and has obtained any consents and/or authorizations (including any required from Users) related to its access and use of the Service and processing of Customer Content by Sophos; and (c) will comply with all applicable laws and regulations for collecting and processing Customer Content, and transferring Customer Content to Sophos. Customer is responsible for taking and maintaining appropriate steps to protect the confidentiality, integrity, and security of Customer Content, including but not limited to: (i) controlling access that Customer provides to Users; and (ii) backing up Customer Content.

4.2 Use of Customer Content by Sophos. Customer grants Sophos a non-exclusive, worldwide, royalty-free license to access and use the Customer Content to perform its obligations (including to provide the Service) and exercise its rights under this Agreement.

4.3 Protection of Customer Content by Sophos. Sophos will maintain appropriate administrative, physical, and technical measures designed to protect the security, confidentiality, and integrity of Customer Content processed by Sophos. The Data Processing Addendum ("**DPA**") located at <https://www.sophos.com/en-us/legal/data-processing-addendum.aspx> is incorporated by reference into this Agreement if the provision of Service constitutes any "processing" by Sophos of any "personal data" within the Customer Content, but only to the extent such processing falls within the scope of "Applicable Data Protection Laws" (each term as defined in the DPA). In the event of any conflict between the terms of the DPA and this Agreement, the terms of the DPA will take precedence.

4.4 Content Restrictions. If Customer's access and use of the Service requires Customer to comply with industry-specific data security or data protection obligations, Customer will be solely responsible for such compliance. Customer may not use the Service in a way that would subject Sophos to those industry-specific regulations without obtaining Sophos' prior written agreement.

4.5 Confidentiality.

(a) Each party acknowledges that it and its Affiliates (“**Disclosing Party**”) may have access to Confidential Information of the other party and its Affiliates (“**Receiving Party**”) in connection with this Agreement. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind, but not less than reasonable care. The Receiving Party agrees to (i) not use any Confidential Information for any purpose other than to perform its obligations and exercise its rights under this Agreement, and (ii) restrict dissemination of Confidential Information only to individuals or third parties with a “need to know” such information and who are under a substantially similar duty of confidentiality. A Receiving Party may disclose the Disclosing Party’s Confidential Information in any legal proceeding or as required as a matter of applicable law or regulation (such as in response to a subpoena, warrant, court order, governmental request, or other legal process); provided, however, that to the extent permitted by applicable law, the Receiving Party will (1) promptly notify the Disclosing Party before disclosing the Disclosing Party’s Confidential Information; (2) reasonably cooperate with and assist the Disclosing Party, at the Disclosing Party’s expense, in any efforts by the Disclosing Party to contest the disclosure; and (3) disclose only that portion of the Disclosing Party’s Confidential Information that is legally required to be disclosed.

(b) Notwithstanding the above, a Disclosing Party’s Confidential Information will not include information that (i) is or becomes a part of the public domain through no act or omission of the Receiving Party; (ii) was in the Receiving Party’s lawful possession prior to the disclosure by the Disclosing Party and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (iii) is lawfully disclosed to the Receiving Party by a third party without restriction on the disclosure; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.

4.6 Non-Personal Data Use. Customer grants Sophos a non-exclusive, perpetual right and license to use Usage Data and Customer Content that is aggregated, anonymized, de-identified, or otherwise rendered not reasonably associated or linked to an identifiable individual or to Customer or Users (“**Aggregated Data**”) for (a) product improvement; (b) research and development purposes; (c) deriving statistical data; and (d) the purposes of sharing with selected reputable members of the IT industry to promote awareness of security risks, and anti-spam and security threat research. Sophos retains all intellectual property rights in such Aggregated Data.

5. OWNERSHIP RIGHTS

5.1 Customer Ownership. Except as expressly provided otherwise in this Agreement, as between Sophos and Customer, Customer retains all right, title, and interest in and to Customer Content.

5.2 Sophos Ownership. Sophos retains all right, title, and interest, including all intellectual property rights, in and to the Service, including all improvements, enhancements, modifications, derivative works, logos, and trademarks. Sophos reserves all rights in and to the Service that are not expressly granted under this Agreement.

5.3 Feedback. Customer may provide suggestions, enhancement or feature requests, or other feedback to Sophos with respect to the Service (“**Feedback**”). If Customer provides Feedback, Sophos may use the Feedback without restriction and without paying any compensation to Customer, and Customer hereby irrevocably assigns to Sophos all intellectual property rights in and to such Feedback.

6. FEES, PAYMENT AND TAXES

Sophos will provide the Service in accordance with the Offer Details effective at the time of Customer's access and use of the Service. All fees are exclusive of value added tax and any other federal, state, municipal, or other governmental taxes, duties, licenses, fees, excises, or tariffs, and Customer is responsible for paying any taxes assessed based on Customer's purchases under the Agreement. Invoicing and collection of the fees and any applicable taxes by AWS is done on behalf of Sophos based on Customer's usage during the preceding month, and in accordance with the AWS terms and policies. Customer will timely pay the applicable fees and taxes to AWS. Fees Customer pays are nonrefundable.

7. WARRANTIES; DISCLAIMERS; LIMITATION OF LIABILITY

7.1 Warranties. Each party warrants to the other party that it has the requisite authority to enter into this Agreement. Sophos warrants to Customer that it will provide the Service using commercially reasonable skill and care during the Term.

7.2 Warranty Disclaimer. EXCEPT AS EXPRESSLY STATED IN SECTION 7.1, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SOPHOS EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY, CONDITION, OR OTHER IMPLIED TERM AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THE SERVICE. SOPHOS MAKES NO WARRANTY OR REPRESENTATION THAT THE SERVICE: (A) WILL BE UNINTERRUPTED, COMPLETELY SECURE, ERROR-FREE, FAILSAFE, OR FREE OF VIRUSES; OR (B) WILL MEET CUSTOMER'S BUSINESS REQUIREMENTS OR OPERATE WITH CUSTOMER'S CURRENT SYSTEMS. SOPHOS IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF THE SERVICE THAT ARISE FROM CUSTOMER CONTENT, THIRD PARTY SERVICES, OR ANY OTHER SERVICES PROVIDED BY THIRD PARTIES. SOPHOS DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY INTERCEPTION OR INTERRUPTION OF ANY COMMUNICATIONS THROUGH THE INTERNET, NETWORKS, OR SYSTEMS OUTSIDE SOPHOS'S CONTROL.

7.3 Limitation of Liability.

IN NO EVENT WILL SOPHOS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUES, BUSINESS, PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), OR DATA IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, EVEN IF THE DAMAGES WERE FORESEEABLE OR CUSTOMER HAD BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF SOPHOS OR ITS AFFILIATES FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER, AS APPLICABLE, UNDER THIS AGREEMENT DURING THE APPLICABLE TERM.

THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS SECTION 7.3 APPLY (A) WHETHER SUCH CLAIMS ARISE UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, STATUTE, OR OTHERWISE, AND (B) NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES ANY LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

8. INDEMNIFICATION

8.1 Indemnification by Sophos.

(a) Sophos will (i) indemnify, defend, and hold Customer harmless from any third party claim, action, suit, or proceeding alleging that Customer's access and use of the Service in accordance with this Agreement infringes such third party's patent, trademark, or copyright; and (ii) reimburse Customers' reasonable attorney's fees and costs actually incurred and any damages finally awarded against Customer by a court of competent jurisdiction or agreed to by Sophos in a settlement. If a third-party claim is made or appears likely to be made, Sophos, in its sole discretion, may (1) procure the right for Customer to continue accessing or using the Service under the terms of this Agreement; or (2) modify or replace the Service to be non-infringing without material decrease in functionality. If Sophos, in its sole discretion, determines that neither of the foregoing options is reasonably feasible, Sophos may terminate the Service upon written notice to Customer. The foregoing shall be Sophos's entire obligation and Customer's exclusive remedy regarding any third-party claim against Customer.

(b) Sophos will have no indemnity obligation for any claim to the extent such claim, in whole or in part, is based on (i) a modification of the Service by Customer or a third party; (ii) access or use of the Service in a manner that violates the terms and conditions of this Agreement; (iii) technology, designs, instructions, or requirements provided by Customer or a third party on Customer's behalf; (iv) combination, operation, or use of the Service with non-Sophos products, software, services, or business processes, if a claim would not have occurred but for such combination, operation, or use; or (v) Customer Content or Third Party Services.

8.2 Indemnification by Customer. Customer will indemnify, defend, and hold harmless Sophos, its Affiliates, and their officers, directors, employees, contractors, and agents against any claims, liabilities, and expenses (including court costs and reasonable attorneys' fees) that are incurred as a result of or in connection with (a) Customer Content, including without limitation Customer's or User's failure to follow applicable laws, obtain all necessary consents related to Customer Content, or comply with Section 4.4 (**Content Restrictions**); (b) Customer's or User's access or use of the Service in a manner not expressly permitted by this Agreement; (c) Customer's or User's violation of any third party rights; (d) Customer's or User's violation of applicable laws or regulations, including violation of Section 10.1 (**Export Compliance**); (e) any work product created in reliance on the Service and use of such work product by Customer or a third party; or (f) any use of Integrated Product by any user. In addition, Customer will indemnify, defend, and hold harmless Sophos, its Affiliates, and their officers, directors, employees, contractors, and agents against a third party claim that Integrated Product infringes or misappropriates any patent, copyright, trade secret, or trademark of a third party, except to the extent such infringement is caused solely by the Service.

8.3 Indemnification Procedures. The indemnified party ("**Indemnitee**") will: (a) promptly notify the indemnifying party ("**Indemnitor**") in writing of any indemnifiable claim; (b) give Indemnitor all reasonable assistance, at Indemnitor's expense; and (c) give Indemnitor sole control of the defense and settlement of the claim. Any settlement of a claim will not include a specific performance obligation other than the obligation to cease using the Service, or an admission of liability by the Indemnitee, without the Indemnitee's consent. The Indemnitee may join in the defense of an indemnifiable claim with counsel of its choice at its own expense.

9. Term and Termination

9.1 Term. The Agreement will become effective as of the Subscription date and will continue in effect until terminated in accordance with the Agreement by Customer or Sophos ("**Term**").

9.2 Termination for Convenience. Customer may terminate this Agreement at any time during its Term by cancelling the Subscription on AWS Marketplace; however, Customer must pay all amounts due and owing before the termination is effective. Sophos may terminate this Agreement for any reason by giving Customer at least thirty (30) days prior notice.

9.3 Termination or Suspension of Service. Either party may terminate this Agreement if the other party materially breaches its obligations hereunder and does not cure the breach within thirty (30) days after receipt of written notice of the breach. Sophos may immediately suspend or terminate Customer's access and use of the Service, or portions of the Service, if (a) Sophos believes there is a significant threat to the functionality, security, integrity, or availability of the Service to Customer or to other customers; (b) Customer or its Users access or use the Service in violation of Section 2.2 (**Restrictions**); (c) Customer fails to pay the fee for access and use of the Service; (d) Sophos reasonably believes that Customer or its Users are violating or have violated Sanctions and Export Control Laws and/or the provisions of Section 10.1 (**Export Compliance**) in connection with access and use of the Service; or (e) Customer no longer has an AWS Account. Any Service suspension under this Section shall not excuse Customer's payment obligations under this Agreement. Customer acknowledges that the AWS terms and policies include rights in AWS to suspend and terminate Customer's AWS account, which will suspend or terminate Customer's access to, and use of, the Service. In such event, Sophos will not be liable to Customer in any manner.

9.4. Effect of Termination or Expiration. Upon termination or expiration of this Agreement: (a) all Customer rights under this Agreement relating to the Service will immediately terminate; (b) Customer is no longer authorized to access the Service; (c) Customer must remove Service from Customer's AWS Account; and (d) Customer's right to create and distribute the Integrated Products will terminate.

9.5 Customer Content upon Termination. After termination or expiration of this Agreement, Customer agrees that Sophos has no obligation to Customer to retain Customer Content, which may thereafter be permanently deleted by Sophos. Sophos will protect the confidentiality of Customer Content residing in the Service for as long as such information resides in the Service.

10. SANCTIONS AND EXPORT CONTROL LAWS; COMPLIANCE WITH LAWS

10.1 Export Compliance. Customer is solely responsible for ensuring that the Service and Integrated Product is used, accessed, and disclosed in compliance with Sanctions and Export Control Laws. Customer represents and warrants that Customer or Users, or any party that owns or controls Customer or Users, are not (a) ordinarily resident in, located in, or organized under the laws of any country or region subject to economic or financial trade sanctions or trade embargoes imposed, administered, or enforced by the European Union, the United Kingdom, or the United States; (b) an individual or entity on the Consolidated List of Persons, Groups, and Entities Subject to European Union Financial Sanctions; the U.S. Department of the Treasury's List of Specially Designated Nationals and Blocked Persons or Foreign Sanctions Evaders List; the U.S. Department of Commerce's Denied Persons List or Entity List; or any other sanctions or restricted persons lists maintained by the European Union, the United Kingdom, or the United States; or (c) the target or subject of any Sanctions and Export Laws. Customer further represents and warrants that it and Users will not, directly or indirectly, export, re-export, transfer, or otherwise make available (i) the Service, or (ii) any data, information, software programs, and/or materials resulting from the Service (or direct product thereof) to any person described in (a) through (c) or in violation of, or for any purpose prohibited by, Sanctions and Export Control Laws, including for proliferation-related end uses. Customer

agrees that Sophos has no obligation to provide the Service where Sophos believes the provision of the Service could violate Sanctions and Export Control Laws. Further details are available at <https://www.sophos.com/en-us/legal/export.aspx>.

10.2 Compliance with Laws. Each party agrees to comply with all laws applicable to the actions and obligations contemplated by this Agreement. Each party warrants that, during the term of this Agreement, neither 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 (a) the United Kingdom Bribery Act 2010, (b) the United States Foreign Corrupt Practices Act 1977, or (c) any other applicable anti-bribery laws or regulations anywhere in the world.

11.GENERAL

11.1 Assignment. Customer may not sublicense, assign, or transfer its rights or obligations under this Agreement without Sophos's prior written consent. Sophos may in its sole discretion assign, novate, subcontract, or otherwise transfer any of its rights or obligations hereunder.

11.2 Notice. Sophos may provide Customer with notice by sending a message to the email address then associated with Customer's AWS Account and Company hereby consents and directs AWS to provide such email address to Sophos when requested. All notices to Sophos concerning this Agreement should be addressed to The Legal Department, Sophos Limited, The Pentagon, Abingdon Science Park, Abingdon, OX14 3YP, United Kingdom with a copy to legalnotices@sophos.com.

11.3 Waiver. Failure by either party to enforce any term or condition of this Agreement will not be construed as a waiver of any of its rights under it.

11.4 Severability. If any provision of the Agreement is held to be invalid or unenforceable, the remaining provisions of the Agreement will remain in force to the fullest extent permitted by law.

11.5 Force Majeure. Neither party will be liable to the other for any delay or failure to perform hereunder, except for Customer's payment obligations, due to circumstances beyond such party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or other industrial disturbances, systemic electrical, telecommunications, or other utility failures.

11.6 Community Forum. Customer and other Sophos customers may exchange ideas and technical insight related to Sophos offerings in the Sophos Community site at <https://community.sophos.com/>. Sophos does not endorse, warrant, or guarantee any information posted on that site, and Customer alone assumes the risk of using any such information.

11.7 United States Government Users; Non-Waiver of Government Immunity.

(a) The Service and Documentation are considered "commercial computer software" and "commercial computer software documentation" for the purposes of FAR 12.212 and DFARS 227.7202, as amended, or equivalent provisions of agencies that are exempt from the FAR or that are U.S. state or local government agencies. Any use, modification, reproduction, release, performance, display, or disclosure of the Service by the U.S. Government and U.S. state and local government agencies will be governed solely by this Agreement, and except as otherwise explicitly stated in this Agreement, all provisions of this Agreement shall apply to the U.S. Government and U.S. state and local government agencies.

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

11.8 Governing Law and Jurisdiction. If Customer is located in United States of America, Canada, or Latin America, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A notwithstanding its conflicts of law principles, and all claims arising out of or relating to this Agreement or the Service shall be brought exclusively in the federal or state courts located in the Commonwealth of Massachusetts, U.S.A. The parties waive any right to a jury trial in any litigation arising out of or relating to this Agreement or the Service. If Customer is located in any other country, this Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to conflict of laws principles, and all claims arising out of or relating to this Agreement or the Service shall be brought exclusively in the courts of England and Wales. The parties agree that the UN Convention on Contracts for the International Sale of Goods (CISG, Vienna, 1980) shall not apply to this Agreement.

11.9 Survival. The following sections, together with any other terms necessary for the interpretation or enforcement of this Agreement, will survive termination or expiration of this Agreement: 1 (**Definitions**), 4.5 (**Confidentiality**) for five (5) years, 4.6 (**Non-Personal Data Use**), 5 (**Ownership Rights**), 6 (**Fees, Payment & Taxes**), 7 (**Warranties; Disclaimers; Limitation of Liability**), 8 (**Indemnification**), 9.4 (**Effect of Termination**), 9.5 (**Customer Content upon Termination**), and 11 (**General**).

11.10 Independent Parties. Sophos and Customer are independent contractors, and nothing in this Agreement will create a partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

11.11 Entire Agreement. This Agreement, the Offer Details, and the documents and policies referenced herein constitute the entire agreement between the parties with respect to the Service and supersede all prior or contemporaneous oral or written communications, agreements or representations with respect to the Service. If there are any inconsistencies between the English language version of this Agreement and any translated version, the English language version shall prevail.

Revision Date: March 1, 2021