

Sophos End User License Agreement
For
On-Premise Licensed Products and Hardware Only

THIS AGREEMENT is effective, subject to receipt of all approvals required by law, as of October 18th, 2017 (the "Effective Date").

BETWEEN:

- (1) **SOPHOS LIMITED** a company incorporated in England and Wales with registered number 2096520 with its registered office at The Pentagon, Abingdon Science Park, Abingdon, Oxfordshire, OX14 3YP; and
- (2) **THE STATE OF OREGON**, acting by and through its Department of Administrative Services ("**DAS**") on behalf of and for the benefit of Licensees with its place of business located at 1225 Ferry Street S.E. Salem, Oregon 97301. DAS has the authority to enter into this License Agreement pursuant to ORS 279A.050(7)(a), 279A.140(1), and 279.835 et. Seq.

NOW IT IS AGREED as follows:

A. Products and Maintenance Available. This Sophos End User License Agreement pertains to all on-premises Licensed Products licensed by Sophos to Licensee under this License Agreement and to Maintenance, as made available from Sophos or through Sophos's authorized Partner. **No Sophos-hosted or Cloud Products are available to Licensees for licensing, access, or use under this License Agreement.**

B. Price Agreement. The Licensed Products are available through a price agreement with the Sophos-authorized Partner, SHI, Inc. ("**SHI**"). Such price agreement is held by DAS under applicable Oregon law. DAS is not a party to a purchase made pursuant to this License Agreement unless it is the Licensee placing an order on behalf of itself. Licensees may order Licensed Products via a purchase order issued to a Sophos-authorized Partner.

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 as to Sophos, "control" means the beneficial ownership of more than fifty per cent (50%) of the voting power or equity in an entity. For purposes of this definition as to Licensee, "control" means the authority and responsibility, under Oregon law, to govern or administer.

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, or extended Maintenance subscription, or any combination thereof.

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' or 'Sophos End User License Agreement' means this License Agreement, the Schedule, and any exhibits and attachments.

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 through its issuance of a purchase order to the Sophos-authorized reseller, SHI, and **'Licensee's'** means belonging to, pertaining to or engaged by Licensee, whether on a temporary basis or otherwise. Licensees only include: (i) ORCPP members and (ii) the State of Oregon acting by and through its state agencies, boards, and commissions as defined in ORS 174.111 (each a "Licensee"). DAS is a state agency and will be deemed to be a Licensee and a party to this License Agreement only in the event it issues a purchase order on behalf of itself.

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

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

1.13 'ORCPP' means the Oregon Cooperative Procurement Program. Members of the ORCPP are local units of government, certain non-profit and public benefit corporations, certain American Indian tribes and agencies, as well as state agencies not subject to the procurement authority of the Oregon Department of Administrative Services. All ORCPP members are parties to an Oregon Intergovernmental agreement with the Oregon Department of Administrative Services, through which members may access certain price agreements to purchase goods and services. See <http://www.oregon.gov/das/Procurement/Pages/Orcppwhat.aspx>.

1.14 'Partner' means a reseller, distributor or other third party from which Licensee obtains Sophos Products and includes SHI, Inc.

1.15 'Product' means the Licensed Product, media or Hardware, or any combination of the foregoing, as applicable.

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

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

1.18 '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.

1.19 '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.

1.20 '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.

1.21 'Subscription' means a payment made in advance of receipt of a service or Product, including Maintenance. In no event shall Licensees have the right to obtain a Subscription to any Sophos-hosted or Sophos Cloud Products under this License Agreement.

1.22 '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.

1.23 '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.

1.24 '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 other license or right is granted hereunder to Licensee or DAS either directly or by implication, inducement, estoppel, or otherwise.

3. RIGHTS AND RESTRICTIONS

3.1 Term.

3.1.1 Sophos and DAS. As between Sophos and DAS with DAS acting within its authority and capacity to enter into this License Agreement on behalf of state agencies, this License Agreement is effective as of the Effective Date and shall remain in force until terminated in accordance with its terms and conditions.

3.1.2 Licensee and Sophos. This License Agreement is effective between Licensee and Sophos when Licensee issues a purchase order to an authorized Partner, and the Partner accepts such purchase order, 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.

3.1.3 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 a "Product Term").

3.1.4 In consideration of the payment of the Fee by Licensee and receipt of the corresponding payment by either Sophos or Partner, 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 applicable Schedule specifies the applicable number and unit 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 neither Sophos nor Partner has 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, unless Licensee enters into a separate agreement with Sophos for such purposes, or Licensee both enters into a separate agreement with Sophos and as expressly provided for under this License Agreement;

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 in accordance with Clause 15.5;

3.4.6 use the Products in or in association with applications critical for physical safety where the failure of the Products to perform can reasonably be expected to result in a physical injury, or in loss of real or personal 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 the acts and omissions of its Affiliates and Outsourced Providers relating to use of the Products. 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.

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 not purchased by Licensee under this License Agreement.

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 (in 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 (a) 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. (b) Sophos further warrants to Licensee during the term of this License Agreement that Sophos has the skill and knowledge possessed by well-informed members of its trade or profession and the Licensed Products have been created, and Maintenance services performed on the Licensed Products are performed using the highest professional standards prevalent in the industry or business most closely involved in creating and maintaining commercial-off-the-shelf intrusion detection and other similar products.

5.2 If Licensee notifies Sophos in writing of a breach of warranty under Clause 5.1(a) during the Licensed Products Warranty Period, or if Licensee notifies Sophos in writing of a breach of the warranty under Clause 5.1(b) during the term of this License Agreement, Sophos's entire liability and Licensee's sole remedy shall be either, as determined by Sophos: (i) to correct, repair or replace the Licensed Product and/or Documentation within a reasonable time, or (ii) to authorize the applicable Partner to issue, or in the event Partner fails to do so, Sophos will provide, 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 in writing (including email), (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. For purposes of subsection (iv) of this Clause, "outside of Sophos' reasonable control" means an event of force majeure including, without limitation, riots, war, civil unrest, military authority, fire, floods, earthquakes, or other similar natural disasters, or any other cause that is beyond Sophos's reasonable control or could not have been reasonably foreseen.

5.4 Subject to Clauses 5.5 to 5.7 inclusive below, Sophos shall defend, indemnify, and hold Licensee harmless from and against any claim, proceeding, suits, actions, losses, liabilities, settlements, costs and expenses, including attorneys' fees:

5.4.1 alleging personal injury, death, or property damage caused by, arising out of, or related to the gross negligence, willful, or intentional misconduct of Sophos, its employees, agents or representatives in providing the Products under this License Agreement;

5.4.2 any gross negligence, willful or intentional act or omission by Sophos that constitutes a material breach of this License Agreement;

5.4.3 arising out of, or related to, Licensee's use or possession of the Product in accordance with the terms and conditions of this License Agreement infringes any third party (including Sophos' third-party licensors) patent, trademark, or copyright, or other intellectual property right.

5.5 Licensee shall not be entitled to the benefit of the indemnity in Clause 5.4 if (i) Licensee fails to promptly notify Sophos in writing after Licensee is notified of any such claim or proceeding (for purposes of this subsection (i), "promptly" means that Sophos is not materially prejudiced from answering or defending any such indemnified claim), (ii) Licensee does not, so long as Sophos provides a comparable substitute Product, 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: (a) modification of the Product by anyone other than Sophos, (b) use of the Product other than in accordance with the Documentation, (c) use of the Product with any hardware, software or other component not provided by Sophos or as set forth in the Documentation, or (d) use of the Product with any hardware, software, or other component not reasonably contemplated by this License Agreement, 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 shall defend and/or settle any such third party claim or proceedings and/or initiate counter-proceedings, and require Licensee to join and co-operate with

the defense, settlement and/or counter proceedings at Sophos's reasonable cost. The rights of Sophos under this Clause 5.6 are subject to Sophos, and any attorney engaged by Sophos, refraining from: (i) defending any such claim in the name of the State, (ii) acting as the legal representative of the State, or (iii) agreeing to any compromise or settlement of any claim, without the prior written consent of the Oregon Attorney General, such consent not to be unreasonably withheld, conditioned, or delayed. Moreover, Sophos understands and agrees that the State may, at its election assume its own defense and settlement in the event that the State determines that: (a) Sophos is prohibited from defending the State, (b) Sophos is not adequately defending the State interests, or (c) an important governmental principle is at issue and the State desires to assume its own defense. The State shall bear the expenses of any defense it undertakes under the foregoing subsection (c). Where Sophos is required to obtain Licensee's prior consent to the compromise or settlement of an Indemnifiable claim as set forth in this Section 5.6, Sophos shall contact the Chief Counsel, Division of General Counsel, Oregon Department of Justice for the purpose of seeking such consent. Sophos shall contact the Chief Counsel at the following address and telephone number:

Chief Counsel
Division of General Counsel
Oregon Department of Justice
1162 Court Street
Salem, OR 97301-4096
503.947.4342

5.7 If any such claim or proceeding referred to in Clause 5.4 is made against Licensee, Sophos shall have the obligation to either, as determined in its sole discretion, (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 either of the foregoing (i) or (ii) of this Clause 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.

5.8 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.

5.9 Except as specified in Clause 5.4, neither Sophos, DAS, nor any Licensee is entitled to obtain judgment from the other for attorney fees incurred in any litigation between the parties or in defense of any claim asserted by a third party that arises under or is related to this License Agreement.

6. DISCLAIMER OF WARRANTIES

6.1 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN CLAUSE 5.1 ABOVE, AND CLAUSE 15.2.6 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, 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 PERMITTED BY A THIRD-PARTY PROVIDER OF AN APPLICATION TO BLOCK SUCH THIRD-PARTY'S APPLICATION OR (vi) THAT LICENSEE IS

PERMITTED BY A THIRD-PARTY PROVIDER OF INFORMATION TO ENCRYPT OR DECRYPT SUCH THIRD PARTY'S 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. SOPHOS AND ITS THIRD PARTY LICENSORS ASSUME NO LIABILITY OR RESPONSIBILITY WHATSOEVER IF DATA IS LOST OR CORRUPTED EXCEPT TO THE EXTENT THAT SUCH LOSS OR CORRUPTION ARISES OUT OF OR IS RELATED TO THE GROSS NEGLIGENCE, WILLFUL OR INTENTIONAL MISCONDUCT OF SOPHOS AS PROVIDED FOR UNDER CLAUSE 5.4.1 OR 5.4.2 ABOVE.

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, SUBJECT TO CLAUSE 5.4, LOSS OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF CONTRACTS, BUSINESS INTERRUPTIONS, OR, SUBJECT TO CLAUSE 5.4, 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 EXCEPT AS SET FORTH IN CLAUSE 7.4, 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 GREATER OF (i) ONE AND A HALF TIMES THE FEES PAYABLE BY LICENSEE, (ii) SOPHOS'S LIST PRICE FOR THE PRODUCT, OR (iii) EIGHTY-FIVE THOUSAND U.S. DOLLARS (\$85,000).

7.3 EXCEPT AS SET FORTH IN CLAUSE 7.4, 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 GREATER OF (i) ONE AND A HALF TIMES THE FEES PAYABLE BY LICENSEE, (ii) SOPHOS'S LIST PRICE FOR THE PRODUCT, OR (iii) EIGHTY-FIVE THOUSAND U.S. DOLLARS (\$85,000).

7.4 THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN SECTIONS 7.2 AND 7.3 DO NOT APPLY TO (i) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, (ii) FRAUDULENT MISREPRESENTATION, (iii) SOPHOS'S INDEMNIFICATION OBLIGATIONS UNDER CLAUSE 5.4, or (iv) 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>. Claims against Licensee and Licensee's obligation to indemnify or hold Sophos harmless against claims brought by third parties are subject to the limitations of Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300.

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.

10.3 Sophos acknowledges that all references to "internal business purposes" and "course of business" of Licensees and Affiliates that are governmental entities include all actions and purposes of Licensee and its Affiliates that are authorized by law or regulation.

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, to the best of its knowledge, 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's 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 REASONABLY 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 limitations or immunities) to indemnify and hold Sophos harmless (but not defend Sophos) 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.

11.4.1 In the event Sophos terminates this License Agreement under this Clause 11.4 based on its reasonable suspicion that Licensee has breached Clauses 11.1-11.3, Sophos shall include in its notice of termination the basis for its suspicion, such basis to be described in reasonable detail. In such event, Licensee shall have the right to exercise all of its rights and remedies under this License Agreement.

12. TERMINATION

12.1 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) Licensee breaches any of the terms and conditions of this License Agreement and fails to cure such breach within thirty (30) days after receipt of a written notice from Sophos describing the breach in reasonable detail.

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 will, upon Sophos's written request, 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 are non-refundable to the maximum extent permitted by law.

12.6 Termination for Lack of Funding. Nothing in this License Agreement may be construed to permit any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Licensee's payment for Fees due after the last calendar day of the current State of Oregon biennium is contingent upon Licensee receiving funding, appropriations, limitations, allotments or other expenditure authority from the Oregon Legislative Assembly (including its Emergency Board) sufficient to allow Licensee, in the exercise of its reasonable administrative discretion, to continue to compensate Sophos or Sophos's authorized Partner, as applicable. Licensee may immediately terminate a purchase and this License Agreement upon written notice if Licensee fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by Licensee's budget or spending plan and Licensee determines, in its assessment and ranking of the policy objectives explicit or implicit in its budget or spending plan, that it is necessary to terminate this License Agreement.

13. CONFIDENTIALITY AND DATA PROTECTION

13.1 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. Subject to Licensee's obligations under the Oregon Public Records Act, Licensee will not use or disclose that confidential information other than strictly in accordance with the terms and conditions of this License Agreement. Any obligation of Licensee to maintain the confidentiality of Sophos's proprietary information provided to Licensee is conditioned by and subject to Licensee's obligations under the Oregon Public Records Act, Oregon Revised Statutes (ORS) 192.410 to 192.505, which may require disclosure of proprietary information as a "public record" unless exempt under ORS 192.501 or ORS 192.502.

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") a copy of which is attached as Exhibit A and incorporated by reference. Sophos reserves the right to update or change the Privacy Policy as set forth in Clause 14.6. If Licensee desires to block communications from Sophos, or otherwise prevent Sophos from communicating with the Products, Licensee shall have the right to block such communications upon notice to Sophos and such block, and any inability of Sophos to provide Maintenance and technical support that directly results from such block, will not constitute a breach of this License Agreement.

13.3 Any 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 for the purposes of (i) providing technical support, (ii) verifying Licensee's credentials and License Entitlement, (iii) issuing license expiry and renewal notices, (iv) carrying out compliance checks for export and sanction control purposes, and (v) providing account management. Sophos shall not use Licensee's contact information for sales or marketing purposes.

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 Unless Sophos obtains the prior written consent of Licensee, Sophos shall not disclose the form and existence of this License Agreement in advertising, press releases or other materials distributed to prospective customers. In no event shall any such consent of disclosure include the right of Sophos to (i) obtain or attempt to obtain publicity from its association with Licensee or the State of Oregon, or (ii) be used in a manner that implies an endorsement by Licensee or the State of Oregon of Sophos's Products.

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 Except to the extent that Licensee exercises its right to block communications under Clause 13.2, 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.

13.9 Sophos acknowledges that it and its Affiliates and their Representatives in the course of this License Agreement may be exposed to or acquire information that is confidential to Licensee or Licensee's clients. For purposes of this Agreement, "Representatives" means the directors, officers, employees, agents, professional advisers, consultants, sub-contractors of Sophos and its Affiliates. Any information Sophos or its Representatives receive or acquire relating to Licensee or Licensee's clients in the performance of this Agreement that (a) is clearly identified as confidential at the time of disclosure, or (b) a reasonable person would deem to be non-public, confidential, or proprietary based on the nature of the information and the circumstances of disclosure, is deemed to be confidential information of Licensee ("Licensee Confidential Information"). For purposes of clarification, information that a reasonable person should deem to be Licensee Confidential Information includes, without limitation, the form and existence of this License Agreement, any information relating to Licensee's computer hardware and network (inclusive of all software applications and operating systems), IP Addresses, the IDs for any Licensee servers, computers, or other similar hardware. Licensee Confidential Information does not include:

13.9.1 Information that becomes part of the public domain through lawful means and without breach of any confidentiality obligation by Sophos;

13.9.2 Information subsequently and rightfully received from third parties who have the necessary rights to transfer the information without any obligation of confidentiality;

13.9.3 Information that was known to Sophos prior to the Effective Date of this License Agreement without obligation of confidentiality;

13.9.4 Information that is independently developed by Sophos and documented in writing without use of, or reference to, any Licensee Confidential Information; and

13.9.5 Information required to be disclosed by compulsory judicial or administrative process or by law or regulation.

Sophos may disclose Licensee Confidential Information to the Representatives of Sophos and its Affiliates as long as (a) such Representatives have a legitimate need to know the information for the purposes of this License Agreement, (b) the Representatives are bound by confidentiality obligations at least as stringent as those herein, and (c) Sophos remains liable for any breach of the confidentiality obligations herein as a result of such disclosures of Licensee Confidential Information to such Representatives.

If Sophos is required, by a court or tribunal of competent jurisdiction, to disclose Licensee Confidential Information under Clause 13.9.5, Sophos shall, if not expressly prohibited by law, first give Licensee notice and shall provide such information as may reasonably be requested by Licensee to enable Licensee to take action to protect its interests.

14. GENERAL

14.1 For the purpose of clarification, in the event Paragraphs A and B above (appearing prior to Clause 1), are interpreted as Recitals, such recitals are incorporated by reference in this License Agreement as though fully set forth herein.

14.2 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.

14.3 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; provided, however, that Licensee Confidential Information shall not constitute Feedback.

14.4 (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 thirty (30) calendar 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 order sufficient license(s) at then-current prices available to Licensee as determined by Licensee's authorized Sophos Partner. Licensee will not pay a penalty. Licensee may purchase Maintenance and support at its option as set forth in Sections 4.1 and 4.2. Any self-audit will take place no more frequently than once per calendar year. **(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 not less than thirty (30) calendar days' 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 not interfere unreasonably with Licensee's business operations. Sophos shall not be able to exercise this right more than once in each calendar year. If an agreed-upon final audit report reveals that Licensee's usage exceeds the License Entitlement, Licensee will order sufficient license(s) at then-current prices available to Licensee as determined by an authorized Sophos Partner. Licensee will not pay a penalty. Licensee may at its option purchase maintenance and support. **(iii)** Each party will bear its own costs of any activity conducted pursuant to this Clause 14.4.

14.5 Sophos may in its sole discretion assign, novate, subcontract or otherwise transfer any of its rights or obligations hereunder, and will provide timely notice to Licensee.

14.6 This License Agreement consists of the following documents that are listed in descending order of precedence:

- (i) The terms and conditions of this License Agreement ("Terms and Conditions"), less its schedules, exhibits, and attachments
- (ii) Applicable Schedule issued by Sophos
- (iii) Licensing Guidelines
- (iv) Technical and Support Packages found at:
<https://www.sophos.com/en-us/support/technical-support.aspx>
- (v) Exhibit A, Privacy Policy
- (vi) Exhibit B, Hardware Warranty Policy
- (vii) Employee Personal Use Policy found at:
<https://www.sophos.com/en-us/legal/employee-personal-use-policy.aspx>

14.6.1 Any change to the Terms and Conditions shall require a written amendment signed by both Sophos and DAS (each an "Amendment"). No Amendment shall become effective until all approvals required by law have been received in writing.

14.6.2 Sophos may, however, amend or update any documents and policies identified in Clauses 14.6 (ii) – (vii) at any time by posting revised terms and conditions on its website at <http://www.sophos.com/en-us/legal> or at the location of such document or policy, or in both locations, without the requirement of a written amendment. All updates or amendments permitted under this Clause 14.6.2 shall be binding upon Licensee with effect from the date of such change. Notwithstanding the foregoing, any such amendments or updates permitted under this Clause 14.6.2 will not materially reduce Licensee's rights or Sophos's obligations under this License Agreement or contradict or otherwise conflict with any of the Terms and Conditions.

14.7 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.

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

14.9 This License Agreement, as defined in Clause 14.6 above constitutes the entire agreement between the parties relating to the licensing and use of the Product and supersedes 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.

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

14.11 DAS and Sophos are the only parties to this License Agreement and no other party has any right to enforce any term or condition of this License Agreement. Notwithstanding the foregoing, (i) upon issuance of Purchase Order to Sophos or Partner, or (ii) upon receipt of a Product, Licensee shall be a party to this License Agreement and shall have all the obligations, rights, and remedies, including the right to enforce and the obligation to comply with any and all of terms and conditions under this License Agreement.

14.12 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 State of Oregon, U.S.A., without regard to its conflict of laws principles, and applicable federal law.

14.12.1 Any action or suit between Sophos and a Licensee that is an agency, commission, board, or other entity acting by and through the State of Oregon that relates to or arises out of this License Agreement must be brought and conducted

solely and exclusively in the Circuit Court of Marion County for the State of Oregon in Salem, Oregon; provided, however, if a claim must be brought in a federal forum, it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. SOPHOS BY EXECUTION OF THIS LICENSE AGREEMENT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THESE COURTS, AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS, AND WAIVES ANY CLAIM THAT THESE COURTS ARE AN INCONVENIENT FORUM. In no way may this Clause or any other term of this License Agreement be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court.

14.12.2 Claims between Sophos and a Licensee that is an ORCPP participant that is not a state entity acting by and through the State of Oregon and which arises from or relates to this License Agreement must be brought and conducted solely and exclusively within the Circuit Court of the county in which the ORCPP participant has its principal office, or at such ORCPP participant's option, within such other county as such ORCPP participant is entitled under the laws of the relevant jurisdiction to bring or defend claims. If any such claim must be brought in a federal forum, then unless otherwise prohibited by law it must be brought solely and exclusively within the United States District Court for the District in which such ORCPP participant resides. SOPHOS HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS IN INCONVENIENT FORUM. In no way may this Clause or any other term of this License Agreement be construed as a waiver of defense or sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or from any claim or from the jurisdiction of any court.

14.13 Notices.

14.13.1 Sophos. 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.

14.13.2 DAS: Any notices required to be given to DAS pursuant to its statutory authority to enter into this License Agreement on behalf of Licensees must be sent to:

Information Technology Procurement Strategist
Oregon Department of Administrative Services
1225 Ferry Street S.E.
Salem, Oregon 97301

14.13.3 Licensees. Any notices required to be given to Licensees under this License Agreement must be sent to:

- (i) End user name and address identified in the applicable pricing proposal or quotation submitted by Sophos to an authorized distributor

With copy to:

- (ii) Information Technology Procurement Strategist
Oregon Department of Administrative Services
1225 Ferry Street S.E.
Salem, Oregon 97301

14.14 Survival.

14.14.1 Termination of License Agreement. Upon Termination with respect to DAS in its capacity as a party in accordance with its procurement authority under ORS Chapters 279 and 279A and Sophos, all rights and obligations of Sophos, DAS, and Licensees shall cease upon termination or expiration of this License Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination of this License Agreement, including without limitation, this Clause 14.4, and the provisions regarding definitions,

warranties and limitation of liability, disclaimer of warranties, independent Sophos status and taxes and withholding, duties of confidentiality and non-disclosure, ownership and license of intellectual property, Sophos's representations and warranties, control of defense and settlement, remedies, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, and headings.

14.14.1 Termination of Product License. Upon Termination of this License Agreement with respect to a particular Licensee (including DAS if it has issued a Purchase Order and obtained any Products pursuant to this License Agreement) for one or more Products, all rights and obligations of Sophos and the applicable Licensee shall cease upon termination or expiration of this License Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination of this License Agreement, including without limitation, this Clause 14.4, and provisions regarding definitions, warranties and limitation of liability, disclaimer of warranties, independent Sophos status and taxes and withholding, duties of confidentiality and non-disclosure, ownership and license of intellectual property, Sophos's representations and warranties, control of defense and settlement, remedies, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, and headings.

14.15 Tax Compliance. By executing this License Agreement, the undersigned certifies under penalty of perjury that Sophos has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state. Sophos shall, for the duration of this License Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Clause, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that apply to Sophos, to Sophos's property, operations, receipts, or income, or to Sophos's performance of or compensation for any work performed by Sophos; (iii) Any tax provisions imposed by a political subdivision of this state that apply to Sophos, or to goods, services, or property, whether tangible or intangible, provided by Sophos; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

14.15.1 This License Agreement will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing Sophos' compensation under this License Agreement or (ii) exercising a right of setoff against Sophos's compensation under this License Agreement for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

15. ADDITIONAL TERMS AND CONDITIONS. Sections 1-14 of this License Agreement includes the 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 Clause.

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 Subject to ORS 293.462, Fees shall be paid in full in U.S. Dollars 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. Licensee's obligation to pay late charges is subject to ORS 293.462.

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 either, as applicable, Sophos or Partner 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 a medium for delivery and operation of the Licensed Products. Unless pre-approved in writing by Licensee all Hardware sold by Sophos to Licensee shall be new and unused.

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>, a copy of which is attached as Exhibit B and incorporated by reference. Sophos reserves the right to update or change the Hardware Warranty Policy as set forth in Clause 14.6.2.

15.3 Sophos Central and other Cloud Products (collectively "Cloud Products") are not available for licensing, access, or use under this License Agreement.

15.4 Sophos Network Security Product. This Clause only applies to the Sophos Firewall, Sophos Firewall Manager, Sophos IVView 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 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 License 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 Licensee to conduct a free trial of a commercially available Product (the "Free Trial"), 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 14.3. Except for Consumer Preview Products, the Preview Product should only be used in a non-production test environment unless expressly approved otherwise in writing 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 5 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 15.6.5 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 THIRTY FIVE U.S. DOLLARS.

15.7 Reserved.

15.8 Reserved

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.

Executed by the parties' authorized representatives:

Signed for and on behalf of:
SOPHOS LIMITED


stuart fillingham (Oct 18, 2017)

Signature

stuart fillingham

Name (Print)

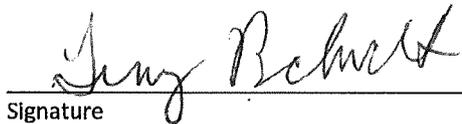
Director

Title (Print)

Oct 18, 2017

Date

Signed for and on behalf of:
THE STATE OF OREGON


Signature

Ginny Beckwith

Name (Print)

Manager

Title (Print)

October 13, 2017

Date

Approved for Legal Sufficiency under ORS 291.047

via email

Ellen D. Taussig Conaty
Senior Assistant Attorney General

Date: October 13, 2017

DOJ Client & Matter No: 107090/GF0801-17

Exhibit A
Sophos Group Privacy Policy

This document was last updated on 14 July 2017.

General

This is the privacy policy of Sophos Limited and its subsidiaries.

We are committed to safeguarding the privacy of your personal data. Please read the following privacy policy to understand how we collect and use your personal data, for example when you contact us, visit one of our websites (each a "Site"), apply for a job, or use our products and services.

Whenever you give us personal data, you are consenting to its collection and use in accordance with this privacy policy.

What personal data do we collect?

We may collect personal data such as your name, company position, address, telephone number, mobile number, fax number, email address, credit card details, age, IP address, and account usernames.

How do you use my personal data?

If you provide personal data to us, we will collect that information and use it for the purposes for which you have provided it and in accordance with this privacy policy.

Browsing our Site

Every time you connect to the Site, we store a log of your visit that shows the unique number your machine uses when it is connected to the Internet - its IP address. This tells us what your machine has looked at, whether the page request was successful or not and which browser your machine used to view the pages. This data is used for statistical purposes as well as to help customize the user experience as you browse the Site and subsequently interact with Sophos and our partners. This helps us to understand which areas of the Site are of particular interest, which pages are not being requested, and how many people are visiting the Site in total. It also helps us and our partners to determine which products and services may be of specific interest to you. We may attempt to contact you through these details if necessary, including, without limitation, when you are using the wrong paths to access the Site or are breaching restrictions on the use of the Site. We may also use this information to block IP addresses where there is a breach of the Terms and Conditions for use of the Site.

Cookies

A cookie is a piece of text that gets entered into the memory of your browser by a website, allowing the website to store information on your machine and later retrieve it. Some of our pages use cookies so that we can distinguish you from other users and better serve you when you return to the Site. Cookies also enable us to track and target the interests of our users to enhance the onsite experience. For information about the cookies that we use, please refer to the Cookie Information page on the relevant Site.

Job applicants

If you are making a job application or inquiry, you may provide us with a copy of your CV or other relevant information. We may use this information for the purpose of considering your application or inquiry. Except when you explicitly request otherwise, we may keep this information on file for future reference.

Partner portal

Our resellers and distributors may visit our partner portal Site. We may use the customer and prospect information provided on that Site in order to provide the products and services.

Account management

If you obtain products or services from us, we may use your contact details and (where applicable) payment information for the purposes of (i) providing training, customer support and account management, (ii) order processing and billing, (iii) verifying your usage of the products and services in accordance with the terms and conditions of your agreement with us, (iv) carrying out end user compliance checks for export control purposes; (v) issuing license expiry, renewal and other related notices, and (vi) maintaining our company accounts and records.

Product and service related data

If you purchase or use our products or services, we may collect the following types of information: (i) product type, product version, product features and operating systems being used; (ii) processing times; (iii) customer identification code and company name, and (iv) IP address of the machine which returns the above listed information.

We may use such information for purposes which include but are not limited to:

- verifying your credentials and compliance with any usage restrictions,
- carrying out end user compliance checks for export control purposes,
- providing the products/services and any associated maintenance and technical support,
- providing virus, incident and other alerts, and information about product upgrades, updates, renewals and product lifecycle changes,
- providing maintenance and technical support,
- providing information about product upgrades, updates and renewals,
- generating logs, statistics and reports on service usage, service performance and malware infection,
- evaluating, developing and enhancing products, services, and our infrastructure,
- planning development roadmaps and product lifecycle strategies.

Some products and services also collect or generate an ID code for each machine which reports back to us. This ID code is only used to enable us to distinguish between unique machines so that (i) we do not duplicate reports from the same source; and (ii) we can determine the number of unique machines that are using the products and services. If this ID code is collected together with other information which could identify an individual when combined, we anonymize the ID code to prevent this from occurring.

Certain products and services may include features that collect additional personal data for other purposes, as described below. For detailed information, please also refer to the applicable product or service description.

Sophos Home Products

We may directly and remotely communicate with your protected devices for the purposes of, without limitation (i) applying policy and configuration changes to such devices; and (ii) extracting usage information, service performance information, and infection logs.

In order to continuously improve the protection levels in the Sophos Home products, it may be necessary for us to collect and process certain information relating to you and to users connected to your account. You acknowledge and agree that the information we collect may include confidential and/or personal data, including without limitation (i) names and email addresses; (ii) account usernames; (iii) IP addresses; (iv) usage information; (v) details of changes or attempted changes to executable files, pathnames and scripts, (vi) infection logs; and (vii) files suspected of being infected with malware. We are committed to safeguarding the privacy of your personal data and will never share this outside Sophos.

You warrant that you have obtained all necessary permissions and provided the necessary notifications to share the above information with us for the purposes described from all users connected to your account.

Sophos Mobile Security

When an application is downloaded on a device or the user initiates a check of all installed applications on an Android device, Sophos Mobile Security sends queries to our cloud infrastructure in order to validate the reputation of the applications. Each query contains a fingerprint generated from the Android application (the APK file) under investigation.

A unique device identifier is also generated locally on each mobile device during installation of Sophos Mobile Security. We do not associate this identifier with any personal data. Periodically the product sends statistical feedback packets to us, including the unique device identifier and service performance information.

Sophos Firewall Products

You acknowledge and agree that the Sophos Firewall and Firewall Manager Products may provide us with the below information, which will be used for the purpose of improving product stability, prioritizing feature refinements and enhancing protection.

- a. Configuration and Usage Data, including without limitation (i) device model, firmware and license information, such as model, hardware version, vendor, firmware version, and country; (ii) aggregated product usage information, such as product features in use (on/off, count), amount of configured objects, policies, managed devices, groups, templates (iii) CPU, memory, and disk usage information; (iv) product errors; and
- b. Application Usage and Threat Data, including without limitation (i) IPS alerts; (ii) virus detected and the URL where the virus was found; (iii) spam; (iv) ATP threats; and (v) applications used and unclassified applications. Information about unclassified applications is used to improve and enlarge network visibility and the application control library.
- c. Monitoring Threshold Data, includes (i) monitoring threshold values per model; and (ii) alert threshold criteria and values per model.

Monitoring Threshold data is used to improve the default threshold settings and alert criteria included within the product across models.

Configuration and Usage Data does not include user-specific information or personal data and cannot be disabled. Application Usage and Threat Data, and Monitoring Threshold Data collection is enabled by default, but you may disable collection of such data within the product at any time.

Sophos Mobile Control

When Sophos Mobile Control is installed or updated, you may receive Apple push notifications, Google cloud to device messaging for Android, SMS text messages, and other remote communications.

Sophos Mobile Control will store a list of users and mobile devices, and will record any applications downloaded or modifications made to such devices. Your administrator can also configure Sophos Mobile Control to track the geographic location of mobile devices and to lock or wipe a mobile device that has been lost or stolen.

Sophos Cloud Products

We may directly and remotely communicate with your protected devices for the purposes of, without limitation (i) applying policy and configuration changes to such devices; and (ii) extracting usage information, service performance information, and infection logs. Such communications may include but not be limited to SMS text messages and other push notifications.

You acknowledge and agree that it may be necessary for us to collect and process certain information relating to individuals in order to provide the Cloud products, and that such information may include proprietary, confidential and/or personal

data, including without limitation (i) names, email addresses, telephone numbers and other contact details; (ii) account usernames; (iii) IP addresses; (iv) usage information; (v) lists of all software, files, paths and applications installed on the device, (vi) details of changes or attempted changes to executable files, pathnames and scripts, (vii) logs of websites visited; (viii) infection logs; and (ix) files suspected of being infected with malware.

Certain Cloud products may also (at your sole option) enable you to configure the product to (i) track and log the geographic location of devices; (ii) block access to devices; (iii) delete the content of devices; (iv) store text and email messages that were sent and/or received by devices. Such information may also be stored on the device itself and accordingly we recommend that you encrypt your devices.

You warrant that you have obtained all necessary permissions and provided the necessary notifications to share the above information with us for the purposes described. You also acknowledge and agree that it may be necessary under applicable law to inform and/or obtain consent from individuals before you intercept, access, monitor, log, store, transfer, export, block access to, and/or delete their communications. You are solely responsible for compliance with such laws.

Sophos Central

If you select "Enable Partner Access" in the Settings tab of Sophos Central, your designated third party partner or service provider will be able to access and administer your Sophos services on your behalf. If you do not enable such access, your designated third party partner or service provider will only see high-level reporting information such as Sophos services purchased and current usage information. You may revoke such access at any time by changing the permissions in the Settings tab.

Sophos Anti-Virus for Mac

You acknowledge and agree that the Sophos Anti-Virus for Mac Products may provide us with Configuration and Usage Data, including without limitation (i) device model, firmware and license information, such as model and hardware version (ii) CPU, memory, and disk usage information; and (iv) product errors, which will be used for the purpose of improving product stability, prioritizing feature refinements and enhancing protection.

Sophos Anti-Virus for Linux Products (Sophos Anti-Virus for Linux, Sophos Anti-Virus for UNIX and Sophos Linux Security)

You acknowledge and agree that the Sophos Anti-Virus for Linux Products may provide us with the below information, which will be used for the purpose of improving product stability, prioritizing feature refinements and enhancing protection.

- a. Configuration and Usage Data, including without limitation (i) device model, and license information, such as OS name, vendor, kernel version, architecture, VM type, root file system type, and time zone; (ii) aggregated product usage information, such as product features in use (true/false, count), amount of configured objects, product/engine/data versions, and management type; (iii) memory, and uptime; (iv) update status.
- b. Application Usage and Threat Data, including without limitation (i) MTD alerts; and (ii) applications used.

Configuration and Usage Data and Application Usage and Threat Data does not include user-specific information or personal data and cannot be disabled.

Market research and surveys

If you participate in surveys, we may use your personal data for our internal business and training purposes in order to improve our understanding of our users' demographics, interests and behavior, and to measure and increase customer satisfaction.

Marketing and promotions

We (or our resellers or other selected third parties acting on our behalf) may contact you from time to time in order to provide you with information about products and services that may be of interest to you. All marketing emails that we send to you will follow the email guidelines described below. You have the right to ask us not to process your personal data for

marketing purposes, but if you do so, we may need to share your contact information with third parties for the limited purpose of ensuring that you do not receive marketing communications from them on our behalf.

Email communications

We adhere to the following guidelines in relation to our email communications:

- emails will clearly identify us as the sender,
- emails will include our physical postal address,
- emails sent to you for marketing purposes will include an option to unsubscribe from future email messages,
- you may unsubscribe from all mailing lists, with the exception of any emails regarding legal notices, invoicing, product updates, upgrades or license renewals,
- any third parties who send emails on our behalf will be required to comply with legislative requirements on unsolicited emails and the use of personal data.

We send emails from a number of different domains in both plain text and HTML email formats. Emails are usually sent using sender email addresses at:

@sophos.com
@email.sophos.com
@sophos.de
@sophos.fr
@sophos.co.jp
@sophos.it
@sophos.au
@sophos.com.au
@confirmation.sophos.com
@go.sophos.com
@get.sophos.com
@renewals.sophos.com
@productalert.sophos.com

Emails offering software downloads or free product trials will usually link to web pages on www.sophos.com or www.web.sophos.com. If you receive an email which claims to come from us but does not use these domains, or if you are suspicious that an email may not be approved by us, then please send a copy of the email to customerservice@sophos.com so we can investigate.

We have published best practice guidelines to help internet users learn how to avoid phishing emails at <http://www.sophos.com/security/best-practice/phishing.html>.

With whom might we share your personal data?

As a global company, we have international sites and users all over the world. When you give us personal data, that data may be used, processed or stored anywhere in the world, including countries outside the EEA.

We may also pass your personal data to suppliers, service providers, subcontractors, agents, distributors, resellers and other partners, some of whom may be located outside the EEA, in order to provide you with the information, products and services that you requested or otherwise for the purposes described in this privacy policy.

In the event that we receive requests from government departments, agencies or other official bodies, we will only disclose your information if and to the extent that we believe we are legally required to do so (for example, but without limitation, upon receipt of a court order, warrant, subpoena or equivalent).

Except as set out above, we will not disclose your personal data save where we need to do so in order to enforce our rights.

Whenever we share personal data, we take all reasonable steps to ensure that it is treated securely and in accordance with this privacy policy.

Links

This privacy policy applies to personal data collected by us. If an email or Site contains links to a third party site, please be aware that we are not responsible for the content or privacy practices of such site. We encourage our users to be aware when they leave our Site, and to read the privacy policy of other sites that collect personal data.

Security

We endeavour to hold all personal data securely in accordance with our internal security procedures and applicable law.

Unfortunately, no data transmission over the Internet or any other network can be guaranteed as 100% secure. As a result, while we strive to protect your personal data, we cannot ensure and do not warrant the security of any information you transmit to us, and this information is transmitted at your own risk.

If you have been given log-in details to provide you with access to certain parts of our Site (for example our partner portal), you are responsible for keeping those details confidential.

Contact

This is the website of Sophos Limited a company registered in England and Wales under company number 2096520 whose registered office is at The Pentagon, Abingdon Science Park, Abingdon, Oxon, OX14 3YP, United Kingdom and whose VAT registration number is 991 2418 08.

If you want to request any information about your personal data or believe that we are holding incorrect personal data on you, please contact customerservice@sophos.com. It is possible to obtain a copy of the information that we hold on you. A nominal charge of £10 may be made to cover administrative costs involved.

Notification of changes

This privacy policy was last updated on 14 July 2017. We reserve the right to amend or vary this policy at any time and the revised policy will apply from the date posted on the Site. You accept that by doing this, we have provided you with sufficient notice of the amendment or variation.

Exhibit B
Sophos Hardware Warranty Policy

This document forms part of the Sophos End User License Agreement, and all terms used below shall have the meanings given to them therein.

1. For a period of one (1) year for UTM Hardware and three (3) years for other Hardware, from the date of original purchase from Sophos or such other period as may be specifically noted in the Schedule, as applicable, (the "Hardware Warranty Period") and provided always that Licensee has a valid, fully paid up, unexpired license and Maintenance subscription for such Product, Sophos warrants to the original purchaser only that the Hardware shall be free of defects in materials and workmanship under normal use and service and substantially conform to the Documentation. For certain Products, the Licensee may be able to purchase an extended Hardware Warranty Period, provided always that the Hardware Warranty Period shall not exceed the planned discontinuance date and shall be subject to the retirement policy for such Hardware as published at <https://www.sophos.com/en-us/support.aspx>.

2. If Sophos is notified in writing of a breach of the warranty in Clause 1 above of this Exhibit B during the Hardware Warranty Period, Sophos's entire liability and Licensee's sole remedy shall be (at Sophos's option) to correct, repair or replace the Hardware and/or Documentation as applicable within a reasonable time, or provide or authorize a refund of the Fee paid for such Hardware following the return of the Hardware accompanied by proof of purchase. Any items provided as replacement under the terms of this Hardware Warranty Policy will be warranted for the remainder of the original Hardware Warranty Period.

3. If Licensee has purchased Hardware which includes an advance replacement warranty, upon discovery of any failure of the Hardware, or any component thereof, to conform with the warranty in Clause 1 above of this Exhibit B during the Hardware Warranty Period, Licensee is required to contact Sophos and seek a Return Merchandise Authorization ("RMA") number. Sophos will promptly issue the requested RMA upon Sophos's determination that the warranty claim is valid in accordance with the terms and conditions of this Hardware Warranty Policy. Upon confirmation of Licensee's eligibility for the warranty rights described herein and Sophos's provision to Licensee of an RMA (which RMA may be provided, at Sophos's sole discretion, in response to Sophos's receipt of an automated notification from the Hardware), Sophos will ship Licensee replacement Hardware ("Advance Replacement Hardware"). Such Advance Replacement Hardware may, at Sophos's sole discretion, be new or refurbished, and be the same or a higher revision model. Within fifteen (15) days of receipt of the Advance Replacement Hardware, Licensee will return the allegedly defective Hardware or component part(s) of the Hardware to the return location indicated by Sophos, securely and properly packaged in the packaging provided with the Advance Replacement Hardware (if supplied), using the carriage designated and paid by Sophos, with the RMA number prominently displayed on the exterior of the packaging.

4. If Licensee has purchased Hardware which does not include an advance replacement warranty, upon discovery of any failure of the Hardware, or any component thereof, to conform with the warranty in Clause 1 above of this Exhibit B during the Hardware Warranty Period, Licensee is required to contact Sophos and seek an RMA number. Sophos will promptly issue the requested RMA upon Sophos's determination that the warranty claim is valid in accordance with the terms and conditions of this Hardware Warranty Policy. Licensee will return the allegedly defective Hardware or component part(s) of the Hardware to the return location indicated by Sophos, securely and properly packaged, carriage (and insurance at Licensee's option) prepaid by Licensee, with the RMA number prominently displayed on the exterior of the packaging. Upon receipt of a valid warranty claim and receipt of the Hardware at the return location indicated by Sophos, Sophos will (at its cost) ship Licensee replacement Hardware. Such replacement Hardware may, at Sophos's sole discretion, be new or refurbished, be the same or a higher revision model, and may be the returned Hardware repaired by or on behalf of Sophos.

5. Title to the allegedly defective Hardware or component part shall pass to Sophos upon receipt by Licensee of the Advance Replacement Hardware, if applicable, or on shipment by Licensee of the Hardware to the return location indicated by Sophos, whichever is the sooner. Should the Hardware or component part(s) of the Hardware returned by Licensee: (i) be deemed not to be defective or 'no fault found', or (ii) be missing any Hardware, Sophos will invoice Licensee and Licensee agrees to pay the cost of the Hardware or component part of the Hardware, as applicable. If Licensee fails to return allegedly defective Hardware or any component part(s) of the Hardware to the return location indicated by Sophos

within the referenced time limit, Licensee will be responsible for the cost of returning such item to the return location and Sophos will be entitled to enter Licensee's premises to repossess such item(s) at Licensee's sole cost.

6. SOPHOS SHALL NOT BE RESPONSIBLE FOR MAINTAINING OR PROTECTING ANY CONFIGURATION SETTINGS OR DATA FOUND ON THE RETURNED HARDWARE OR COMPONENT PART THEREOF.

7. Title to the Advance Replacement Hardware or any replacement Hardware provided to Licensee in accordance with Clauses 3 and 4 respectively shall pass to Licensee on shipping or payment of the Hardware Fee, whichever is the later. Risk of loss in relation to the Advance Replacement Hardware or any replacement Hardware provided to Licensee in accordance with Clauses 3 and 4 respectively passes to Licensee upon shipment of such Hardware to Licensee. Licensee shall be responsible for any associated insurance.

8. The warranties contained in this Hardware Warranty Policy do not apply to (a) repair or replacement caused or necessitated by: (i) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; fluctuations in electrical power beyond those set out in the specifications; failure of air conditioning or humidity control; improper maintenance, or any other misuse, abuse or mishandling; (ii) force majeure including without limitation natural disasters such as fire, flood, wind, earthquake, lightning or similar disaster; (iii) governmental actions or inactions; (iv) strikes or work stoppages; (v) Licensee's failure to follow applicable use or operations instructions or manuals; (vi) Licensee's failure to implement, or to allow Sophos or its agents to implement, any corrections or modifications to the Hardware made available to Licensee by Sophos; or (vii) such other events outside Sophos's reasonable control; and/or (b) repair or replacement that would be contrary to Sanctions and Export Control Laws.

9. THE ABOVE HARDWARE WARRANTIES ARE NULL AND VOID IF ANY WARRANTY STICKERS ARE TAMPERED WITH OR ARE MISSING, OR IF THE HARDWARE WAS REPAIRED OR ALTERED BY PERSONNEL OTHER THAN THOSE AUTHORISED BY SOPHOS.

10. Consumers.

Sophos Hardware Products are not designed for Consumer use. Where Licensee is a Consumer using a Hardware Product, Clauses 1 and 2 above shall not apply; instead the following Clauses shall apply to the Consumer Licensee:

10.1 Where Sophos (or an authorized Partner of Sophos acting on Sophos's behalf) has provided a Hardware Product to a Consumer in return for a Fee from the Consumer or for some other value to Sophos which is derived from the Consumer, Sophos warrants that the Sophos Hardware Product will: (i) be of satisfactory quality, (ii) be reasonably fit for purpose, (iii) be as described in the Documentation, and (iv) if applicable, match any applicable models or samples of such Hardware Products.

10.2 Where Sophos is in breach of Clause 10.1 of this Exhibit B, the Consumer may: (i) reject the Hardware Products within 30 days of the later of the delivery or the transfer of ownership or possession of such Products, or (ii) require Sophos, at Sophos's own cost, to repair or replace the Hardware Product within a reasonable time and without significant inconvenience to the Consumer, unless such remedies are impossible or if it is disproportionate to require Sophos to repair (as opposed to replace) the Hardware Product (or vice-versa).

10.3 Where the Consumer is entitled to the warranty under Clause 10.1 of this Exhibit B and Sophos has attempted to repair or replace the Hardware Product but:

(i) the Hardware Product is still in breach of Clause 10.1 (whether for the same or a different reason) of this Exhibit B;

(ii) the repair or replacement was not completed within a reasonable time or without significant inconvenience to the Consumer; or

(iii) the remedies under Clause 10.2(ii) above of this Exhibit B are impossible or disproportionate; the Consumer may elect to either keep the Hardware Product and Sophos will grant the Consumer a reasonable Fee reduction for such Hardware Product, or reject the Hardware Product and receive a refund (reduced by a deduction for use, taking into account any reasonable use by the Consumer of the Hardware Product in the period since it was delivered).

10.4 Where the Consumer is entitled to the warranty under Clause 10.1 of this Exhibit B and any alleged failure of the Hardware (or any component thereof) is discovered, Sophos shall pay for the reasonable carriage of such Hardware to Sophos, provided that if (i) the Hardware is deemed not to be defective or 'no fault found', or (ii) the shipment is missing any Hardware, the invoice issued by Sophos under Clause 5 will also include the costs paid by Sophos for delivery of the same.

11. Changes

Except where Licensee is a Consumer (in which case the Hardware Warranty Policy applicable at the time the Consumer entered into its contract with Sophos will apply), changes to this Hardware Warranty Policy shall be effective thirty (30) days from the date Licensee is advised of changes to this Hardware Warranty Policy, which notice may include posting of the revised Hardware Warranty Policy to this website.