

SCHEDULE 3.6(B) – SOPHOS ENDPOINT AND SECURITY PROTECTION PRODUCTS

1. APPLICATION

- 1.1 This schedule, which contains a description of the Anti-Virus and Security Protection Products form part of the Agreement entered into between the Parties for the provision of services together with the General Conditions and other documents listed at clause 1.4 of the General Conditions.
- 1.2 Definitions and interpretations that are specific to this schedule are set out in Annex 1 and apply in addition to the definitions and interpretations set out in **Schedule 1 (Definitions)** of the General Conditions.

2. SERVICE DESCRIPTION

- 2.1 The Supplier shall provide the Customer with the Licensed Products to which the Customer subscribes to the End User Terms, comprising of one or more of the following as set forth in the applicable Order;
- 2.1.1 Device Encryption
 - 2.1.2 Endpoint Advanced
 - 2.1.3 Server Protection
 - 2.1.4 Endpoint Intercept X
 - 2.1.5 Intercept X Advanced for Server
 - 2.1.6 Phish Threat
 - 2.1.7 Email Advanced
 - 2.1.8 Intercept X Advanced
 - 2.1.9 Intercept X Advanced with EDR
 - 2.1.10 Intercept X Advanced for Server with EDR
- hereinafter defined as “**Licensed Products**”.
- 2.2 The Supplier is a Sophos MSP Provider and is authorised to sub-license the Licensed Products. Licensed Products are licensed, not sold.

3. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

- 3.1 Sophos retains all right, title and interest, including all intellectual property rights, in and to the Products and associated materials, including all improvements, enhancements, modifications, derivative works, logos and trademarks. Except as expressly stated in this Schedule, no license or right is granted directly or by implication, inducement, estoppel, or otherwise.
- 3.2 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.
- 3.3 No license, right or interest in Sophos’s logos or trademarks is granted to the Customer under this Schedule.
- 3.4 The Customer retains all right, title and interest in and to Customer Content and trademarks. The Customer grants to the Supplier and Sophos a non-exclusive, worldwide, royalty free license to access and use the Customer Content to exercise its rights and to perform its obligations, including to provide the Products under this Schedule.

4. USE OF PRODUCTS AND RESTRICTIONS

RIGHTS

- 4.1 Subject to the Customer’s compliance with the terms and conditions set forth in this Schedule, during the Term of the Agreement, the Supplier hereby grants the Customer a limited, non-exclusive sub-license to use the Products solely for Internal Business Purposes in accordance with and as expressly permitted in the End User Terms.

TRIAL PRODUCTS

- 4.2 If permitted by Sophos, the Supplier may conduct a free trial or evaluation of a Product (each a “**Trial Product**”), the Customer may use the Trial Product in a test environment only and for the duration specified by the Supplier in writing.
- 4.3 The Trial Products are provided solely for internal testing and evaluation by Customers and are provided “AS IS” without any support, indemnity, liability or remedy of any kind.
- 4.4 The terms of paragraphs 4.2 and 4.3 above apply, and prevail over any conflicting terms in this Schedule, with respect to access and use of Trial Products.

USAGE

- 4.5 The Products are licensed or made available by User, or other applicable units, as specified in the Order and Licensing Guidelines, subject to the Customer agrees to pay the License Fees as detailed in the Order.
- 4.6 The Customer is solely responsible for:
- 4.6.1 accessing and using the Products, and ensuring that its End Users access and use of the Products, in accordance with the Documentation;
 - 4.6.2 determining the suitability of the Products for the Customer’s use;
 - 4.6.3 complying with any regulations and laws (including without limitation, Data Protection Legislation) applicable to Customer Content and the Customer’s use of the Products;
 - 4.6.4 End User’s access and use of the Products;
 - 4.6.5 providing all reasonable information and assistance required for the Supplier and Sophos to enable the Customer to access and use of the Products;
 - 4.6.6 using reasonable means to protect account information and Credentials (including passwords and devices or information used for multi factor authentication purposes) used by the Customer to access the Products, and;
 - 4.6.7 promptly notify the Supplier of any unauthorised account use or other suspected security breach, or unauthorised use, copying or distribution of the Products and Documentation.
- 4.7 The Customer is solely responsible for all Customer Content, including but not limited to its accuracy, quality and legality and the Customer represents and warrants that it:
- 4.7.1 has the legal rights to provide Customer Content to the Supplier and Sophos;
 - 4.7.2 has provided any required notices and has obtained any consents and/or authorisations (including any required notices from its End Users) related to its access and use of the Products and the processing of and access to Customer Content by the Supplier and Sophos, and;
 - 4.7.3 will comply with all Data Protection Legislation for collecting and processing Customer Content and transferring Customer Content to the Supplier and Sophos.
- 4.8 The Customer is responsible for taking and maintaining appropriate steps to protect the confidentiality, integrity, and security of Customer Content, including but not limited to controlling access that the Customer provides to its End Users and backing up Customer Content.

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- 4.9 The Customer may not assign or transfer the licenses without the Supplier's prior written consent.
- 4.10 The Customer acknowledges that the Supplier and Sophos monitor the use of the Products to:
- 4.10.1 track usage and entitlements;
 - 4.10.2 provide Standard Support and Maintenance;
 - 4.10.3 monitor the performance, integrity, and stability of the Products;
 - 4.10.4 prevent or remediate any technical issues, and;
 - 4.10.5 detect and address illegal acts or violations of paragraph 4.12 below.
- 4.11 The Customer may make a reasonable number of copies of the Licensed Products or any part thereof for backup or disaster recovery purposes, provided the Customer reproduces Sophos's proprietary notices on any such copies. Such restriction shall not prevent the Customer from backing up or archiving its data.
- RESTRICTIONS**
- 4.12 The Customer is not permitted to:
- 4.12.1 use the Products for the provision of any service for the benefit of third parties or other than for Internal Business Purposes;
 - 4.12.2 modify, adapt or translate the Products, except as necessary to:
 - (i) configure the Products using the menus, options and tools provided for such purposes and contained in the Products; and
 - (ii) develop custom filters using the Application Programming Interfaces ("APIs") where contained in the Products or provided directly by Sophos for such purposes; and,
 - (iii) modify the Documentation, except as necessary to produce and adapt manuals and/or other documentation for any Internal Business Purpose;
 - 4.12.3 reverse engineer, disassemble 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;
 - 4.12.4 use or provide access to Products for which the Supplier has not received the applicable License Fees;
 - 4.12.5 sub-license, resell, rent, lease, distribute, market or otherwise transfer the Products;
 - 4.12.6 use or allow use of the Products in or in association with safety critical applications where the failure of the Products to perform can reasonably be expected to result in a physical injury, loss of property, or loss of life;
 - 4.12.7 remove, alter, or obscure any proprietary rights notices contained in or affixed to the Products;
 - 4.12.8 attempt to disrupt, degrade, impair, or violate the integrity, security or performance of the Products;
 - 4.12.9 use the Products to store, transmit, or propagate any viruses, software routines, or other code designed to permit unauthorised access; to disable, erase or otherwise harm software, hardware or data, or to perform any other harmful actions;
 - 4.12.10 disable or circumvent any monitoring or billing mechanism related to the Products; or
 - 4.12.11 access or use, or provide access and use of, the Products in a manner that violates Applicable Law or regulations, infringes third party rights, or violates the terms and conditions of this Schedule;
- 4.13 The Products are not designed for the storage of regulated data of any kind including but not limited to health or payment card data. If the Customer's use of the Products requires compliance with industry specific data security or data protection obligations, the Customer is solely responsible for such compliance. The Products may not be used in a way which would subject the Supplier or its Third Party Supplier to those industry specific regulations without obtaining written agreement from the Supplier.
- 5. MANAGED SECURITY SUPPORT**
- 5.1 The Supplier shall provide Standard Security Support as set forth in **Part A of Schedule 4.6(A) Sophos Managed Security Support** to the Customer during the Subscription Term. Additional Managed Security Support is available for an additional fee as set forth in **Part B of Schedule 4.6(A) Sophos Managed Security Support**.
- 5.2 All requests for Standard Security Support must be made directly to the Supplier and not Sophos. The Customer can request support by contacting the Supplier in accordance with **Part A of Schedule 4.6(A) Sophos Managed Security Support**.
- 5.3 Any custom or sample code, files or scripts ("**Fixes**") provided by the Supplier as part of the provision of Standard Security Support which does not form part of the Supplier's standard commercial offering and may only be used in conjunction with the Products for which such Fixes were developed.
- 6. PRICING AND PAYMENT**
- 6.1 The fees for each Product detailed in the Order shall be indicative and estimated. The actual fees may vary depending on usage, date of purchase, currency, and inflation.
- 6.2 The Supplier shall raise invoices as follows;
- 6.2.1 for advance subscription, the Supplier shall invoice the fees for the entire Subscription Term in advance, and;
 - 6.2.2 for monthly subscriptions, monthly in arrears in relation to actual usage by the Customer and its End Users in the preceding month based on the applicable fees at the time of invoice.
- 6.3 Actual usage may vary from month to month and will not be charged on a pro-rata basis. The Supplier reserves the right to charge the Customer a minimum fee of £50 each calendar month, regardless of the actual usage.
- 6.4 Where the Supplier identifies that the Customer has underpaid the fees, the Customer shall be invoiced for and shall pay the Supplier within seven (7) days of the date of invoice an amount equal to the shortfall between the fees due and those paid.
- 6.5 In the event that the Customer fails to pay the Supplier by the due date, in addition to Supplier's other rights, the Supplier may require the Customer to purchase Products on an advance subscription basis.
- 6.6 Payment of the fees shall be due within seven (7) days of the date of invoice, unless specified otherwise on the applicable Order.
- 6.7 All payments, fees and other charges payable to the Supplier under this Schedule are exclusive of all taxes, levies and assessments.

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7. LICENSED PRODUCT WARRANTIES

7.1 For a warranty period of ninety (90) days from the execution of the relevant Order for the Products (“**Warranty Period**”), the Supplier warrants only that:

- 7.1.1 if properly used and installed, the Products will perform substantially in accordance with the Documentation on the designated operating system(s), and
- 7.1.2 the Documentation will adequately describe the operation of the Products in all material respects.

7.2 The Supplier warrants to the Customer only that:

- 7.2.1 it will provide Standard Support and Maintenance using commercially reasonable skill and care, and;
- 7.2.2 the Standard Support and Maintenance will materially conform to the Documentation.

EXCLUSIONS

7.3 The above warranties will not apply if:

- 7.3.1 the Licensed Product or service has not been used in accordance with the terms and conditions of this Schedule and the Documentation,
- 7.3.2 the issue has been caused by failure to apply Updates, Upgrades or any other action or instruction recommended by Sophos and/or the Supplier,
- 7.3.3 the issue has been caused by the act or omission of, or by any materials supplied by the Customer, its End Users or any third party, or
- 7.3.4 the issue results from any cause outside of Sophos and/or the Supplier’s reasonable control, or;
- 7.3.5 the Customer fails to notify the Supplier of a breach of the Licenced Products warranty within the Warranty Period or fails to promptly notify the Supplier of a breach of paragraph 7.2 above.

REMEDY

7.4 The Supplier’s entire liability and the Customer’s sole and exclusive remedy, for breach of the above warranties, shall be (at the Supplier’s option and to the maximum extent permitted by Applicable Law) either to:

- 7.4.1 to correct, repair or replace the relevant Licensed Products, Documentation, or service as applicable, within a reasonable time, or
- 7.4.2 provide or authorise a pro rata refund of the Fees paid for the period in which the Supplier was in breach of the applicable warranty.

7.5 To the maximum extent permitted by applicable law, the warranties in this paragraph 5 are personal to the Customer and are not transferable.

8. INDEMNITY

8.1 The Supplier will:

- 8.1.1 defend, indemnify, and hold the Customer harmless from any third party claim, action, suit or proceeding alleging that the Customer’s access or use of the Licensed Products in accordance with the terms and conditions of this Schedule infringes such third party’s patent, trademark or copyright;
- 8.1.2 reimburse the Customer’s reasonable legal fees and costs actually incurred and any damages finally awarded against the Customer by a court of a competent jurisdiction or agreed to by the Supplier in a settlement.

8.2 If any such third party claim or proceeding is made or appears likely to be made against the Customer, the Supplier, in its sole discretion, may:

- 8.2.1 procure the right for the Customer to continue access and use of the applicable Products in accordance with the terms and conditions of this Schedule, or;
- 8.2.2 modify or replace the applicable Products to be non-infringing without material decrease in functionality.

8.3 If the Supplier, in its sole discretion, determines that neither the foregoing options is commercially reasonable basis, the Supplier may terminate the Customer’s license and right to access or use the applicable Products upon notice to the Customer and provide a pro rata refund of fees paid for such Product which:

- 8.3.1 relates to the period after the date of termination in the case of subscription term Products, and;
- 8.3.2 is depreciated on a straight line five (5) year basis commencing on the date of purchase in the case of perpetual term Products.

EXCLUSIONS

8.4 The Supplier will have no indemnity obligation for any claim or proceeding if:

- 8.4.1 the Customer fails to notify the Supplier in writing within seven (7) days of being notified of any such claim or proceeding;
- 8.4.2 the Customer does not, at the Supplier’s written request, immediately cease to access and use the applicable Product and require End Users to do the same;
- 8.4.3 the Customer, without the Supplier’s prior written consent, acknowledges the validity of or takes any action which might impair the ability of the Supplier or Sophos to contest the claim or proceedings;
- 8.4.4 the infringement arises due to modification of the Product by anyone other than the Supplier or Sophos; access or use of the Products other than in accordance with the Documentation or in a manner that violates the terms of this Schedule; or combination, operation, or use of the Products with any products, services or business processes not provided by the Supplier, if the claim would not have occurred but for such combination, operation or use, or
- 8.4.5 the claim is raised based on access, use or possession in or from a country that is not a party to the World Intellectual Property Organization (WIPO) treaties on patents, trademarks and copyrights; or
- 8.4.6 the claim is based on Customer Content, Third Party Products, or Third Party Services.

CUSTOMER INDEMNITY

8.5 The Customer will indemnify, defend and hold harmless the Supplier, its Affiliates, and their officers, directors, employees, contractors and agents against any claims, liabilities and expenses (including legal fees) that are incurred as a result of or in connection with:

- 8.5.1 Customer Content;
- 8.5.2 a breach of paragraph [breach of data protection?] or the Customer’s representations and warranties under this Schedule;
- 8.5.3 the Customer or its End Users access or use of the Products in a manner not expressly permitted by this Schedule;

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- 8.5.4 the Customer or its End Users violation of any third party rights;
- 8.5.5 the Customer or its End Users violation of Applicable Law, or;
- 8.5.6 any work product created in reliance on the Products and use of such work products by the Customer, its End Users or a third party.

INDEMNIFICATION PROCEDURES

- 8.6 The indemnified party (“**Indemnitee**”) will:
 - 8.6.1 promptly notify the indemnifying party (“**Indemnitor**”) in writing of any indemnifiable claim;
 - 8.6.2 give the Indemnitor all reasonable assistance, at Indemnitors expense, and;
 - 8.6.3 give Indemnitor sole control of the defence and settlement of the claim.
 - 8.7 Any settlement of a claim will not include a specific performance obligation other than the obligation to promptly cease using the Products, or an admission of liability by the Indemnitee, without the Indemnitee’s consent.
 - 8.8 The Indemnitee may join the defence of an indemnifiable claim with legal representation of its choice at its own expense.
 - 8.9 Paragraphs 6.1, 6.2 and 6.3 set out the Customer’s sole remedy and the whole liability of the Supplier in the event that the Products are alleged to infringe the patents, trademarks, copyrights, or other intellectual property rights of any third party.
- 9. DISCLAIMER OF WARRANTIES**
- 9.1 Except for the express warranties for the Products contained in paragraph 7 above, the Supplier, its Third Party Licensors, and its suppliers make no warranties, conditions, undertakings or representations of any kind, either express or implied, statutory or otherwise in relation to the Products or any Third Party Software including without limitation any implied warranties or conditions of merchantability, satisfactory quality, uninterrupted use, fitness for a particular purpose, non-infringement or arising from course of dealing, usage or trade.
 - 9.2 Without limitation to the foregoing, the Supplier, its Third Party Licensors and its suppliers do not warrant that the Products will:
 - 9.2.1 meet the Customer’s requirements;
 - 9.2.2 be error free, failsafe or uninterrupted;
 - 9.2.3 detect, correctly identify and/or remediate all threats, applications (whether malicious or otherwise) or other components.
 - 9.3 Further, the Supplier, its Third Party Licensors and its suppliers do not warrant or represent that the Customer or any End User is entitled to block any third party applications or that the Customer is entitled to encrypt or decrypt any third party information or that defects in the Products will be corrected.
 - 9.4 The Supplier disclaims any responsibility for issues related to the performance, operation or security of the Products that arise from Customer Content, Third Party Software, Third Party Services, or any other services provided by third parties, or for any interception or interruption of any communications through the internet, networks, or systems outside of the Supplier’s control.
 - 9.5 The Customer further acknowledges and agrees that it shall be solely responsible for proper back-up of all data and that the

Customer shall take appropriate measures to protect such data. The Supplier, its Third Party Licensors and its suppliers assume no liability or responsibility whatsoever if data is lost or corrupted.

10. LIMITATION OF LIABILITY

- 10.1 The Customer and its End Users accept that use of the Products is at its own risk. To the maximum extent permitted by Applicable Law, in no event shall the Supplier, their affiliates or any Third Party Licensors and suppliers be liable to for any indirect, consequential, incidental, special, punitive, or exemplary damages or loss of any kind including, but not limited to, loss of profits, loss of contracts, business interruptions, loss of or corruption of data however caused, even if the damages were foreseeable or the Supplier, Sophos or their affiliates had been advised of the possibility of such damages.
- 10.2 In no event will the aggregate liability of the Supplier, Sophos or their affiliates for direct damages arising out of or in connection with this Schedule or the Products, exceed a sum equal to the fees paid or payable by the Customer in the twelve (12) month period immediately preceding the event giving rise to the claim.
- 10.3 The limitations and exclusions of liability under this paragraph 8 apply:
 - 10.3.1 whether such claim arises under contract, tort (including negligence), equity, statute or otherwise, and;
 - 10.3.2 notwithstanding the failure of the essential purpose of any remedynothing in this Schedule limits or excludes any liability which cannot be excluded or limited under Applicable Law.

11. THIRD PARTY SOFTWARE AND SERVICES

- 11.1 The Products may operate or interface with software or other technology that is licensed to the Supplier or Sophos from third parties (“**Third Party Licensors**”), which is not proprietary to Sophos, but which Sophos and the Supplier has the necessary rights to license (“**Third Party Software**”).
- 11.2 The Customer agrees that:
 - 11.2.1 The Customer and its End Users will use such Third Party Software in accordance with this Schedule;
 - 11.2.2 no Third Party Licensor makes any warranties, conditions, undertakings or representations of any kind, either express or implied, to the Customer or its End Users concerning such Third Party Software or the Products themselves;
 - 11.2.3 no Third Party Licensor will have any obligation or liability to the Customer or its End Users as a result of this Schedule or use of such Third Party Software;
 - 11.2.4 the Third Party Licensor is a beneficiary of this Schedule 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;
 - 11.2.5 such Third Party Software may be licensed under license terms which grant additional rights or contain additional restrictions in relation to such materials, beyond those set forth in this Schedule,and such additional license rights and restrictions are described or linked to in the applicable Documentation, the relevant Sophos webpage, or within the Products itself.

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11.3 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 the Customer or its End Users use of the Products in accordance with the terms and conditions of this Schedule.

12. TERM AND TERMINATION

12.1 This Schedule shall commence upon execution of the Order and continue unless and until terminated in accordance with the provisions set out herein or as set out in the General Conditions.

12.2 The Supplier may terminate this Schedule immediately upon written notice if:

12.2.1 it does not receive the fees (in whole or in part) from the Customer in accordance with the agreed payment terms, or

12.2.2 the Customer fails to comply with any of the terms and conditions of this Schedule, or

12.2.3 the Supplier takes or suffers any action on account of debt or become insolvent.

EFFECTS OF TERMINATION

12.3 Termination of this Schedule shall not relieve the Customer of its obligations to pay all License Fees that have accrued or are otherwise owed by the Customer to the Supplier. All License Fees paid are non-refundable to the maximum extent allowed by Applicable Law.

12.4 Except as otherwise set forth in this Schedule, within one (1) month after the date of termination of this Schedule, the Customer shall provide written certification to the Supplier confirming:

12.4.1 the destruction by the Customer of all partial and complete copies of the Licensed Products, and;

12.4.2 the Customer's termination of all End Users ability to access and use the services.

12.5 All rights of the Customer and its End Users to access and use the Licensed Products will automatically cease upon termination of this Schedule.

12.6 The Customer's obligations under this Schedule in respect of the intellectual property and confidential information of shall survive any expiry or termination of this Schedule.

13. CONFIDENTIALITY AND DATA PROTECTION

13.1 The Customer agrees that the Supplier or Sophos may send promotional emails to the Customer to provide information about other goods and services which may be of interest. The Customer may notify the Supplier that you wish to withdraw permission for such promotional emails at any time by sending an email to marketing@chessICT.co.uk.

13.2 The Customer acknowledges and agrees that the Supplier and Sophos may directly and remotely communicate with the Products in order to provide Standard Support and Maintenance, and to collect the following types of information:

13.2.1 Products, Product versions, Product features and operating systems being used;

13.2.2 processing times taken by the Product;

13.2.3 customer identification code and company name;

13.2.4 IP address and/or ID of the machine which returns the above listed information, and;

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 "Sophos Privacy Policy").

USAGE DATA AND THREAT INTELLIGENCE DATA

13.3 The Supplier may collect, access, use, process, transmit, or store Usage Data and information collected under paragraph 11.2 may be used for the purposes of:

13.3.1 providing the Products and performing this Schedule 3.6(B);

13.3.2 verifying your compliance with this Schedule 3.6(B);

13.3.3 evaluating and improving the performance of the Products;

13.3.4 preparing statistical analysis (such as malware infection rates and the usage of Products);

13.3.5 planning development roadmaps and product lifecycle strategies, and;

13.3.6 issuing alerts and notices about incidents and product lifecycle changes which affect the Products being used.

13.4 The Supplier and Sophos requires, and the Customer agrees to provide, complete and accurate identification information and (where applicable) payment information for the purposes of:

13.4.1 providing technical support;

13.4.2 billing;

13.4.3 verifying Credentials;

13.4.4 issuing license expiry and renewal notices, and

13.4.5 providing account management.

13.5 In the case of personal data processed on behalf of the Customer, the Supplier acts as a Data Processor and Sophos and its third party suppliers act as Sub-Processors. In the case of personal data used for the Supplier or Sophos business purposes under paragraphs 13.3 and 13.4, the Supplier or Sophos is the Data Controller, as applicable.

13.6 The terms "Processor" and "Controller" shall have the meanings defined in the General Data Protection Regulation ("GDPR"). The Supplier will process any personal data in accordance with the provisions of GDPR and its Privacy Notice. As a global organization, the group companies, subcontractors, suppliers 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 GDPR and the Sophos Privacy Policy.

13.7 The Customer hereby acknowledges and provides its consent for the Licensed Products to intercept, access, monitor, log, store, transfer, export, block access to, and/or delete the Customer's communications or the communications of its Users.

13.8 The Customer expressly confirms its consent to the use of data and information as set forth herein and in the Privacy Notice and Sophos Privacy Policy, and further warrant that the Customer has obtained all necessary consents and provided all necessary notifications to share such data and information with the Supplier and Sophos for the purposes described above.

13.9 Each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of personal data or its accidental loss, destruction or damage.

13.10 The Customer agrees to indemnify and hold the Supplier harmless from and against any liability that arises in relation to the Customer's failure to comply with this paragraph 13.

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14. GENERAL

- 14.1 The Customer acknowledges and agrees that Sophos may vary, Update or discontinue Products, Product versions, Product features, Standard Support and Maintenance, and support for Third Party Software (including without limitation operating systems and platforms) from time to time for reasons including but not limited to changes in demand, security and technology.
- 14.2 The Supplier recommends that the Customer uses the latest Products, Product versions and/or Third Party Software, as applicable.

ANNEX 1 - DEFINITIONS

“Customer Content” means all software, data (including Personal Data), non-Supplier or third-party applications, and any other content, communications or material, in any format; and any system, network, or infrastructure provided or made accessible by Customer or its End Users to the Supplier in connection with Customer’s access and use of the Products;

“End User” means an employee, consultant or other individual who benefits from the Products sub-licensed to the Customer;

“End User Terms” means the End User Licence Agreement (“EULA”), service agreement, or other terms of access and use applicable to each Products that accompanies the Products, is published at <https://www.sophos.com/en-us/legal/sophos-end-user-license-agreement.aspx>;

“Credentials” means a system to restrict access including usernames and passwords;

“Documentation” means any online help content, user manuals, or similar materials pertaining to the implementation, operation, access and use of the Products that are made available by the Supplier, as may be revised from time to time;

“Internal Business Purposes” means the internal business purpose(s) relating specifically to the integrity of its systems, networks, documents, emails and other data;

“Licensing Guidelines” means the guidelines in relation to access and use of the Licensed Products available at <https://www.sophos.com/en-us/legal/license-entitlement-and-usage-policy.aspx>, which form part of the End User Terms;

“Licensed Products” means the security software programs which are issued to the Customer (including Sophos Central and software programs which are installed on the hardware, but excluding Service Software), together with the Documentation and any of the Upgrades and Updates to those software programs;

“Managed Security Service” means Sophos Managed Threat Response, Sophos Rapid Response or other associated security services as defined and described in further in **Schedule 4.6 (C) (Sophos Managed Security Service)**;

“Managed Security Support” means the managed security support services as further detailed in **Part B of Schedule 4.6 (A) Sophos Managed Security Support**;

“Personal Data” means any information relating to an identified or identifiable individual or that is otherwise defined as “personal data”, “personal information”, or “personally identifiable information” under applicable Data Protection Legislation;

“Privacy Notice” means the Supplier’s Privacy Notice which can be found on its website at <http://chessict.co.uk/legal/>;

“Products” means the Licensed Products;

“Service Software” means any software agent, application, or tool made available by the Supplier for use in connection with the Licensed Products, including any Updates and Upgrades;

“Sophos” means Sophos Limited, a company registered in England and Wales, registered number 2096520, with its registered office at The Pentagon, Abingdon Science Park, Abingdon, Oxfordshire, OX14 3YP, UK;

“Standard Security Support” means collectively (i) Upgrades and/or Updates (where applicable to the Product) and (ii) SMS message processing (where applicable to the Product) as further detailed in **Part A of Schedule 4.6(A) (Sophos Managed Security Support)**;

“Subscription Term” means the term of the Customer’s authorised access and use of the Products as set forth in the applicable Order;

“Update” means an update of the library of rules and/or identities and/or other updates to the detection data, Products or software (excluding Upgrades) made available to the Supplier by Sophos at its

sole discretion from time to time, but excluding any updates marketed and licensed by Sophos for a separate fee;

“Upgrade” means any enhancement or improvement to the functionality of the Products, versions or features made available to the Supplier 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, and;

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

ANNEX 2 –STANDARD SUPPORT AND MAINTENANCE

1. ENDPOINT PROTECTION

- 1.1 During the Subscription Term, the Supplier shall provide the Customer and its End Users with the following;
 - 1.1.1 access to required Licensed Products and licenses on a monthly per user (or per server) basis;
 - 1.1.2 deployment services as part of an initial onboarding and for additional users;
 - 1.1.3 access to a hosted and maintained Sophos Central console for self-management, as detailed in paragraph 2 below;
 - 1.1.4 best practise security policy information as defined in paragraph 3 below;
 - 1.1.5 subject to level of subscription, access to advanced reports and threat intelligence, and;
 - 1.1.6 access to the Supplier’s Standard Security Support as defined and detailed in **Part A of Schedule 4.6 (A) (Sophos Managed Security Support)**.

2. SOPHOS CENTRAL

- 2.1 During the Subscription Term, the Supplier shall provide the Customer and its End Users with the following features within Sophos Central for general endpoint protection management;
 - 2.1.1 report creation including sensitive logs;
 - 2.1.2 the ability to receive management alerts relating to the Customer’s endpoints;
 - 2.1.3 trigger Sophos agent updates across the estate, and;
 - 2.1.4 perform ad-hoc scans of endpoints.
- 2.2 Where the Customer’s subscription for the Products includes Intercept X Advanced or Intercept X Advanced with EDR, the Customer can also request to review;
 - 2.2.1 detailed intelligence reports
 - 2.2.2 on demand threat cases;
 - 2.2.3 threat searches of potential issues, and;
 - 2.2.4 blocked threats and associated items.

3. BEST PRACTISE SECURITY POLICIES

- 3.1 As part of the subscription, the Supplier will enforce secure, best practise threat protection policies for endpoint protection, including the following;
 - 3.1.1 detection of known malware;
 - 3.1.2 “in-cloud” checks to allow detection of the latest malware known to Sophos;
 - 3.1.3 proactive detection of malware that has not been seen before;
 - 3.1.4 automatic clean-up of malware
 - 3.1.5 server endpoints only, automatic exclusion of activity by known applications from scanning.

4. EXCLUSIONS

- 4.1 Additional modules in Endpoint Protection, including but not limited to other Sophos Central products not included in this Annex 2 are excluded from this Schedule.
- 4.2 The Customer has the option to appoint the Supplier to provide additional security protection which covers additional functionality and services not included in this Schedule.
- 4.3 Where the Customer purchases additional security protection services, the performance of those Sophos Managed Security Support will be subject to terms and conditions in **Schedule 4.6 (A) (Sophos Managed Security Support)**.