

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

### 1. APPLICATION

- 1.1 This Schedule contains a description of **Sophos Anti-Malware and Security Protection Products**. It forms part of the Agreement 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 Where stated on the **Order**, the Supplier shall provide the Customer with a license to use one or more of the following products, subject to the terms of the Agreement and the End User Terms;

- 2.1.1 Central Intercept X Essentials
- 2.1.2 Central Intercept X Essentials for Server
- 2.1.3 Central Intercept X Advanced
- 2.1.4 Central Intercept X Advanced for Server
- 2.1.5 Central Intercept X Advanced with XDR
- 2.1.6 Central Intercept X Advanced with XDR for Server
- 2.1.7 Central Intercept X for Mobile
- 2.1.8 Central Managed Threat Advisor
- 2.1.9 Central Managed Threat Advisor for Server
- 2.1.10 Central Managed Detection and Response
- 2.1.11 Central Managed Detection and Response for Server
- 2.1.12 Central Managed Detection and Response Complete
- 2.1.13 Central Managed Detection and Response Complete for Server
- 2.1.14 Central Network Detection and Response
- 2.1.15 Central Mobile Standard
- 2.1.16 Central Mobile Advanced
- 2.1.17 Central Cloud Optix
- 2.1.18 Central Data Storage
- 2.1.19 Central Device Encryption
- 2.1.20 Central Phish Threat
- 2.1.21 Central Email Advanced
- 2.1.22 Central Portal Encryption Add-on for Email Advanced
- 2.1.23 Central Email Integration Pack
- 2.1.24 Central Firewall Integration Pack
- 2.1.25 Central Identity Integration Pack
- 2.1.26 Central Network Integration Pack
- 2.1.27 Central Public Cloud Integration Pack

hereinafter defined as "**Products**".

- 2.2 The Supplier is a Sophos MSP Provider and is authorised to sub-license the Products. Products are licensed, not sold.

### 3. COMMENCEMENT AND DURATION

- 3.1 This paragraph 3 shall supersede clause 2.1 of the **General Conditions**. The Products can be purchased on an **Advanced Subscription** or **Pay-Monthly Subscription** basis.
- 3.2 Where the Customer purchases an **Advanced Subscription**, this Agreement shall become effective on the date of the **Order**. It shall continue for the minimum period stated on the **Order** from the Commencement Date ("**Minimum Term**") unless terminated in accordance with clause 8 of the **General Conditions**. Upon

expiry of the Minimum Term both the Agreement and Subscription automatically expire and do not renew.

- 3.3 Where the Customer purchases a **Pay Monthly Subscription**, this Agreement shall become effective on the date of the **Order**. It shall continue for the minimum period stated on the **Order** from the Commencement Date ("**Minimum Term**"), and thereafter unless terminated:

3.3.1 by the Customer giving the Supplier no more than 90 days' and not less than 30 days' written notice; or

3.3.2 in accordance with clause 8 of the **General Conditions**.

### 4. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

- 4.1 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.

- 4.2 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.

- 4.3 No license, right or interest in Sophos's logos or trademarks is granted to the Customer under this Schedule.

- 4.4 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.

### 5. USE OF PRODUCTS AND RESTRICTIONS

#### RIGHTS

- 5.1 Subject to the Customer's compliance with the terms 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

- 5.2 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.

- 5.3 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. To the extent permitted by Applicable Law, the Supplier expressly disclaims all warranties and conditions of any kind, express or implied, including without limitation any warranty, condition or other implied term as to merchantability, fitness for a particular purpose or non-infringement of Trial Products.

- 5.4 The terms of paragraphs 5.2 and 5.3 above apply, and prevail over any conflicting terms in this Schedule, with respect to access and use of Trial Products.

#### USAGE

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- 5.5 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 **Charges** as detailed in the **Order**.
- 5.6 The Customer is solely responsible for:
- 5.6.1 accessing and using the Products, and ensuring that its End Users access and use of the Products, in accordance with the Documentation;
  - 5.6.2 determining the suitability of the Products for the Customer's use;
  - 5.6.3 configuring the Products appropriately;
  - 5.6.4 complying with any regulations and laws (including without limitation, Data Protection Legislation) applicable to Customer Content and the Customer's use of the Products;
  - 5.6.5 End User's access and use of the Products;
  - 5.6.6 all activity occurring under the Customer's Products;
  - 5.6.7 providing all reasonable information and assistance required for the Supplier and Sophos to enable the Customer to access and use of the Products;
  - 5.6.8 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;
  - 5.6.9 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.
- 5.7 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:
- 5.7.1 has the legal rights to provide Customer Content to the Supplier and Sophos;
  - 5.7.2 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;
  - 5.7.3 will comply with all Data Protection Legislation for collecting and processing Customer Content and transferring Customer Content to the Supplier and Sophos.
- 5.8 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.
- 5.9 The Customer may not assign or transfer the licenses without the Supplier's prior written consent.
- 5.10 The Customer acknowledges that the Supplier and Sophos monitor the use of the Products to:
- 5.10.1 track usage and entitlements;
  - 5.10.2 provide Support;
  - 5.10.3 monitor the performance, integrity, and stability of the Products;
  - 5.10.4 prevent or remediate any technical issues, and;
  - 5.10.5 detect and address illegal acts or violations of paragraph 5.12 below.
- 5.11 The Customer may make a reasonable number of copies of the 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
- 5.12 The Customer is not permitted to:
- 5.12.1 use the Products for the provision of any service for the benefit of third parties or other than for Internal Business Purposes;
  - 5.12.2 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;
  - 5.12.3 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;
  - 5.12.4 use or provide access to Products for which the Supplier has not received the applicable License Fees;
  - 5.12.5 sub-license, resell, rent, lease, distribute, market or otherwise transfer the Products;
  - 5.12.6 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;
  - 5.12.7 remove, alter, or obscure any proprietary rights notices contained in or affixed to the Products;
  - 5.12.8 attempt to disrupt, degrade, impair, or violate the integrity, security or performance of the Products;
  - 5.12.9 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;
  - 5.12.10 in relation to the Services, take any action that imposes or may impose an unreasonable or disproportionate large load on Sophos' infrastructure as determined by Sophos and/or the Supplier at their sole discretion;
  - 5.12.11 disable or circumvent any monitoring or billing mechanism related to the Products; or
  - 5.12.12 access or use, or provide access and use of, the Products in a manner that violates Applicable Law or

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regulations, infringes third party rights, or violates the terms and conditions of this Schedule.

5.13 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.

5.14 The Supplier recommends that the Customer uses the latest Products, Product versions and/or Third-Party Software, as applicable.

### 6. SUPPORT

6.1 Where the Customer purchases an **Advanced Subscription**, the Customer must contact Sophos directly for support with the Products. The Supplier does not provide support for Advanced Subscriptions.

6.2 Where the Customer purchases a **Pay-Monthly Subscription**, the Supplier will provide **MSP Basic Security Support** with the Products in accordance with **Annex 2**.

6.3 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.

6.4 Where the Customer purchases Professional Services pursuant to an **Order** or **SOW**, the Supplier shall provide such services in accordance with **Schedule 4.2 Professional Services**.

6.5 Where the Customer purchases Standard Security Support or Managed Security Support pursuant to an **Order**, the Supplier shall provide such Services in accordance with **Schedule 4.6(A) Standard Security Support** and **Schedule 4.6(B) Managed Security Support**.

6.6 Where the customer purchases **Sophos Managed Security Services** pursuant to an **Order**, the Supplier shall provide such services in accordance with **Schedule 4.6 (C) Sophos Managed Security Service**.

### 7. CHARGES AND PAYMENT

7.1 This paragraph 7 is supplemental to clause 6 of the **General Conditions** and in the event of express conflict this clause shall take precedence.

7.2 The Charges for each Product detailed in the Order shall be indicative and estimated. The actual Charges may vary depending on usage, date of purchase, currency, and inflation.

7.3 For **Advance Subscriptions**, the Supplier shall invoice the Charges for the entire Subscription period in advance.

7.4 For **Pay Monthly Subscriptions**, the Supplier shall invoice the Customer monthly in arrears in relation to actual usage by the Customer and its End Users in the preceding month based on the applicable Charges as per the Supplier's Tariff at the time of invoice.

7.5 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 charge of £50 each calendar month, regardless of the actual usage.

7.6 Where the Supplier identifies that the Customer has underpaid the Charges, 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.

7.7 If 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.

### 8. LICENSED PRODUCT WARRANTIES

8.1 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:

8.1.1 if properly used and installed, the Products will perform substantially in accordance with the Documentation on the designated operating system(s), and

8.1.2 the Documentation will adequately describe the operation of the Products in all material respects.

8.2 The Supplier warrants to the Customer only that:

8.2.1 it will provide the Products using commercially reasonable skill and care, and;

8.2.2 the Products will materially conform to the Documentation.

#### EXCLUSIONS

8.3 The above warranties will not apply if:

8.3.1 the Product or service has not been used in accordance with the terms and conditions of this Schedule and the Documentation,

8.3.2 the issue has been caused by failure to apply Updates, Upgrades or any other action or instruction recommended by Sophos and/or the Supplier,

8.3.3 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

8.3.4 the issue results from any cause outside of Sophos and/or the Supplier's reasonable control, or;

8.3.5 the Customer fails to notify the Supplier of a breach of the Products warranty within the Warranty Period or fails to promptly notify the Supplier of a breach of paragraph 8.2 above.

#### REMEDY

8.4 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:

8.4.1 to correct, repair or replace the relevant Products, Documentation, or service as applicable, within a reasonable time, or

8.4.2 provide or authorise a pro rata refund of the Charges paid for the period in which the Supplier was in breach of the applicable warranty.

8.5 To the maximum extent permitted by Applicable Law, the warranties in this paragraph 8 are personal to the Customer and are not transferable.

### 9. INDEMNITY

9.1 The Supplier will:

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- 9.1.1 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 Products in accordance with the terms and conditions of this Schedule infringes such third party's patent, trademark or copyright; and
- 9.1.2 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.
- 9.2 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:
- 9.2.1 procure the right for the Customer to continue access and use of the applicable Products in accordance with the terms and conditions of this Agreement, or;
- 9.2.2 modify or replace the applicable Products to be non-infringing without material decrease in functionality.
- 9.3 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:
- 9.3.1 relates to the period after the date of termination in the case of subscription term Products, and;
- 9.3.2 is depreciated on a straight line five (5) year basis commencing on the date of purchase in the case of perpetual term Products.

### EXCLUSIONS

- 9.4 The Supplier will have no indemnity obligation for any claim or proceeding if:
- 9.4.1 the Customer fails to notify the Supplier in writing within seven (7) days of being notified of any such claim or proceeding;
- 9.4.2 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;
- 9.4.3 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;
- 9.4.4 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
- 9.4.5 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
- 9.4.6 the claim is based on Customer Content, Third Party Products, or Third-Party Services.

### CUSTOMER INDEMNITY

- 9.5 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:
- 9.5.1 Customer Content;
- 9.5.2 a breach of paragraph 5.12 or 5.13 or the Customer's representations and warranties under this Schedule;
- 9.5.3 the Customer or its End Users access or use of the Products in a manner not expressly permitted by this Schedule;
- 9.5.4 the Customer or its End Users violation of any third party rights;
- 9.5.5 the Customer or its End Users violation of Applicable Law, or;
- 9.5.6 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

- 9.6 The indemnified party ("Indemnitee") will:
- 9.6.1 promptly notify the indemnifying party ("Indemnitor") in writing of any indemnifiable claim;
- 9.6.2 give the Indemnitor all reasonable assistance, at Indemnitors expense, and;
- 9.6.3 give Indemnitor sole control of the defence and settlement of the claim.
- 9.7 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.
- 9.8 The Indemnitee may join the defence of an indemnifiable claim with legal representation of its choice at its own expense.
- 9.9 Paragraphs 9.1, 9.2 and 9.3 set out the Customer's sole remedy and the entire 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.
- 10. DISCLAIMER OF WARRANTIES**
- 10.1 Except for the express warranties for the Products contained in paragraph 8 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.
- 10.2 Without limitation to the foregoing, the Supplier, its Third-Party Licensors and its suppliers do not warrant that the Products will:
- 10.2.1 meet the Customer's requirements;
- 10.2.2 be error free, failsafe or uninterrupted;
- 10.2.3 detect, correctly identify and/or remediate all threats, applications (whether malicious or otherwise) or other components.

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- 10.3 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.
- 10.4 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.
- 10.5 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.
- ### 11. LIMITATION OF LIABILITY
- 11.1 This paragraph 11 is supplemental to clause 9 of the **General Conditions** and in the event of express conflict shall supersede it.
- 11.2 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 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 had been advised of the possibility of such damages.
- 11.3 In no event will the aggregate liability of the Supplier for direct damages arising out of or in connection with this Agreement or the Products, exceed a sum equal to the Charges paid or payable by the Customer in the twelve (12) month period immediately preceding the event giving rise to the claim.
- 11.4 The limitations and exclusions of liability under this paragraph 11 apply:
- 11.4.1 whether such claim arises under contract, tort (including negligence), equity, statute or otherwise, and;
- 11.4.2 notwithstanding the failure of the essential purpose of any remedy
- nothing in this Schedule limits or excludes any liability which cannot be excluded or limited under Applicable Law.
- ### 12. THIRD PARTY SOFTWARE AND SERVICES
- 12.1 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**").
- 12.2 The Customer agrees that:
- 12.2.1 the Customer and its End Users will use such Third-Party Software in accordance with this Schedule;
- 12.2.2 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;
- 12.2.3 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;
- 12.2.4 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;
- 12.2.5 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.
- 12.3 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 Agreement.
- 12.4 Where the Licensed Product includes Java Software ("**Java**") from Oracle Corporation ("**Oracle**"), use of the commercial features for any commercial or production purpose requires a separate license from Oracle. Commercial Features means those features that are identified as such in the Licensing Information User manual – Oracle Java SE and Oracle Java Embedded Products Document which can be found at <https://www.oracle.com/java/technologies/javase-documentation.html>, under the "*Description of Products Editions and Permitted Features*" section.
- 12.5 The Customer acknowledges that Google Maps / Google Earth Additional Terms of Service [https://maps.google.com/help/terms\\_maps/](https://maps.google.com/help/terms_maps/) (including the Google Privacy Policy <https://policies.google.com/privacy>) apply to MSP's and Beneficiaries' use of Sophos Central Wireless.
- 12.6 The Services may enable or require the Customer to associate its Service account with, link to, or otherwise access, third parties' websites, platforms, content, products, services or information ("**Third-Party Services**"). Third-Party Services are not part of the Services and neither Sophos or the Supplier control or are responsible for the Third-Party Services. The Customer is solely responsible for:
- 12.6.1 obtaining and complying with any terms of access and use of the Third-Party Services including paying any Charges; and
- 12.6.2 configuring the Third-Party Services appropriately.
- 12.7 The Supplier disclaims all liability arising from or related to the Customer's access or use of the Third-Party Services including any impact on Service capabilities as a result of any use of, or reliance upon, the Third-Party Services.
- ### 13. TERM AND TERMINATION
- 13.1 This paragraph 13 is supplemental to clause 8 of the **General Conditions** and in the event of express conflict shall supersede it.
- 13.2 Where the Agreement relates to a **Pay-Monthly Subscription** and such Agreement is terminated by the Customer within its Minimum Term, the Supplier shall be entitled to invoice the

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Customer for Termination Charges in accordance with clause 8.7 of the General Conditions.

### CONSEQUENCES OF TERMINATION

- 13.3 Termination of this Schedule shall not relieve the Customer of its obligations to pay all Charges that have accrued or are otherwise owed by the Customer to the Supplier. All Charges paid are non-refundable to the maximum extent allowed by Applicable Law.
- 13.4 Except as otherwise set forth in the Agreement, within one (1) month after the date of termination of the Agreement, the Customer shall provide written certification to the Supplier confirming:
- 13.4.1 the destruction by the Customer of all partial and complete copies of the Products, and;
- 13.4.2 the Customer's termination of all End Users ability to access and use the services.
- 13.5 All rights of the Customer and its End Users to access and use the Products will automatically cease upon termination of the Agreement.
- 13.6 The following clauses, together with any terms necessary for the interpretation of the Agreement, will survive termination or expiry of the Agreement: **Annex 1** and paragraphs 4, 9, 10, 11, 12, 13, 14 and 15 of this Schedule.

### 14. CONFIDENTIALITY AND DATA PROTECTION

- 14.1 This paragraph 14 supplemental to clauses 10 and 12 of the **General Conditions**, in the event of express conflict only it shall supersede the **General Conditions**.
- 14.2 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](mailto:marketing@chessICT.co.uk).
- 14.3 The Customer acknowledges and agrees that the Supplier and Sophos may directly and remotely communicate with the Products to provide support and maintenance, and to collect the following types of information:
- 14.3.1 Products, versions, and features and operating systems being used;
- 14.3.2 processing times taken by the Licensed Product;
- 14.3.3 customer identification code and company name;
- 14.3.4 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 Group Privacy Notice and Data Processing Addendum at <https://www.sophos.com/en-us/legal/sophos-group-privacy-notice>.

### USAGE DATA AND THREAT INTELLIGENCE DATA

- 14.4 The Supplier and Sophos may collect, access, use, process, transmit, or store Usage Data and information collected under paragraph 14.2 may be used for the purposes of:
- 14.4.1 Product development and research and development purposes;
- 14.4.2 providing the Products and performing the Agreement;
- 14.4.3 verifying your compliance with this Agreement;

- 14.4.4 evaluating and improving the performance of the Products;
- 14.4.5 preparing statistical analysis (such as malware infection rates and the usage of Products) that is aggregated, anonymised, de-identified or otherwise rendered not reasonably associated or linked to identifiable individual and using such analysis for the purposes of raising awareness of security risk and security threat research; and
- 14.4.6 issuing alerts and notices about incidents and product lifecycle changes which affect the Products being used.
- 14.5 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:
- 14.5.1 providing technical support;
- 14.5.2 billing;
- 14.5.3 verifying Credentials;
- 14.5.4 issuing license expiry and renewal notices, and
- 14.5.5 providing account management.

14.6 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 14.3 and 14.4, the Supplier or Sophos is the Data Controller, as applicable.

14.7 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.

14.8 The Customer hereby acknowledges and provides its consent for the 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.

14.9 The Customer expressly confirms its consent to the use of data and information as set forth herein and in the Privacy Notice and Sophos Group Privacy Notice and Data Processing Addendum, 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.

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

14.11 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 14 and/or clause 10 of the General Conditions.

### USE OF THE SOPHOS UTM NETWORK SECURITY PRODUCT

14.12 The Customer acknowledges and agrees that the functionality of the Sophos UTM Product requires the complete erasure of the hard disk of the target device during installation, including without limitation the operating system. By installing and enabling the Customer to install the aforementioned Licensed Product, the Customer expressly agrees that it shall ensure that the device on which the Licensed Product is to be installed

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

does not contain any valuable data, the loss of which would cause damage to the Customer. The Supplier and Sophos expressly disclaim liability for losses of any kind related to the Customer's failure to back-up or otherwise store data that will be deleted from the target device during installation.

### 15. EXPORT CONTROL

#### 15.1 The Customer:

- 15.1.1 agrees that in connection with its use of the Products it will comply, and its Personnel, will comply with all Sanction and Export Control Laws;
- 15.1.2 represents and warrants it will not export, re-export, transfer or otherwise make available the Products directly or indirectly to (i) any country or region which is subject to sanctions or trade embargos administered and enforced by the European Union, United Kingdom and the United States; (ii) any individual or entity which is on a restricted persons list maintained by the European Union, United Kingdom and the United States; or (iii) to target or subject of any Sanctions or Export Control Laws;
- 15.1.3 understands and agrees that the Supplier and Sophos shall have no obligation to provide the Products or any services where the Supplier believes it could violate Sanctions or Export Control Laws; and
- 15.1.4 agrees that any breach of this paragraph 15 shall be a material breach incapable of remedy and cause for immediate termination and agrees to indemnify the Supplier and hold the Supplier harmless from and against claims, loss, liability or damage suffered or incurred by the Supplier resulting from or related to the violation of this paragraph 15 by the Customer, its End Users or its Personnel.

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

### ANNEX 1 – DEFINITIONS

**“Advanced Subscription”** means a License Subscription for either a 12- or 36-month period as stated on the Order and where the License Charges are payable in full and in advance for the duration of the Subscription;

**“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 Products available at <https://www.sophos.com/en-us/legal/license-entitlement-and-usage-policy.aspx>, which form part of the End User Terms;

**“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 **Schedule 4.6 (B) Managed Security Support**;

**“Pay-Monthly Subscription”** means a License Subscription whereby the Customer is provided with the Subscription on a monthly basis and is charged on a monthly basis for the Minimum Term;

**“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/>;

**“Sanctions and Export Control Laws”** means any law, regulation, statute, prohibition or similar measure applicable to the Products and/or to either party relating to the adoption, application, implementation and enforcement of economic sanctions, export controls, trade embargoes or any other restrictive measures, including, but not limited to, those administered and enforced by the European Union, United Kingdom and the United States each of which shall be considered applicable to the Products;

**“Service Software”** means any software agent, application, or tool made available by the Supplier for use in connection with the 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 standard security support as detailed in **Schedule 4.6(A) (Standard 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;

**“Termination Charges”** means compensatory Charges payable by the Customer to the Supplier on termination of this Agreement in whole or in part pursuant to clause 8.7 of the **General Conditions**, being an amount equal an average of the monthly Charges invoiced by the Supplier in the 6 months prior to the date of termination, multiplied by the number of remaining months of the **Minimum Term**.

**“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.

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

### ANNEX 2 – MSP BASIC SECURITY SUPPORT

#### 1. SUPPORT

- 1.1 **Basic MSP Security Support** can **only** be used alongside Sophos MSP licensing and is not available as a standalone product.
- 1.2 A level of security support **must** be purchased when using Sophos MSP licensing, this is for legal and contractual reasons. In place of the Basic Sophos Security Support, **Standard** or **Managed Security Support** may be purchased from the Supplier.
- 1.3 The table describes the **MSP Basic Security Support**:

	Support Responsibility Area	
	Customer	Chess
Onboarding of customer into MSP portal	No	Included
Access to Sophos Central Portal	Yes - for self-service & self-monitoring	Basic troubleshooting Included
Supply of agent deployment guide	No	Included
Agent deployment (using Chess standard agent template)	Yes - using supplied deployment guide	Via Consultancy or Support Vouchers***
Basic Configuration of Intercept X (Standard config for every customer)	No	Included
Additional Configuration (in addition to basic included configuration)	No - Configuration must be co-ordinated by Chess	Via Consultancy or Support vouchers***
1st line support (Basic troubleshooting & config check) (Sophos certified technician course - FREE technical course)	Partial (See note) *	Yes
2nd & 3rd line support (Non config/update issues) - Raise support request for Sophos to progress	No	Partial - Chess raise Sophos support request
Resolution of Support requests	Partial (See note) **	Partial - via basic troubleshooting only
Deployment of NDR Virtual Appliance (only applicable for NDR add-on)	No	Yes
Cyber incident response (included for information)	No	No

\* - Support tickets are raised by a single nominated contact for customer only. Chess-supplied FAQ document for basic troubleshooting (reboot/reinstall) must be used by nominated contact prior to ticket being raised.

\*\* - A basic checks document will be supplied to the customer to perform simple remediation actions to resolve issue quickly. e.g. Reboot computer or re-install Sophos agent.

\*\*\* - Alternatively, if changes are likely to be a requirement selecting the **Chess Managed Security Support** services may be a better alternative as a number of changes are included each month.

#### DOCUMENTS

- 1.4 The Supplier shall provide the Customer with:
- 1.4.1 a Sophos Agent Deployment Guide providing instructions on how to deploy the Sophos Endpoint Agents supplied by the Supplier to the Customer; and
- 1.4.2 a FAQ / Basic Troubleshooting Guide addressing frequently asked questions and providing basic troubleshooting steps to follow ahead of raising a support request with the Supplier.

#### RAISING SUPPORT REQUESTS WITH CHESS

- 1.5 Under the Sophos MSP licensing, a single user will be nominated within each customer to be the authorised person to raise Support Request. A deputy may also be nominated for emergency use.
- 1.6 The nominated user must have the ability to reboot other end-users computers or to perform the re-installation of agents as is required prior to opening support requests.
- 1.7 Prior to raising a support request with Chess the Customer agrees to follow the basic troubleshooting guidance in the Chess-supplied FAQ / Basic Troubleshooting Guide.
- 1.8 If after following the FAQ document guidance the issue remains, the customer must email [support@chessict.co.uk](mailto:support@chessict.co.uk). With details of the fault and a contact phone number to call.

#### SERVICE LEVELS

- 1.9 The Supplier shall use its reasonable endeavours to ensure that the initial response to the Customer's request for Support is not more than 3 Working Days from receipt by the Supplier of the Support Request.

#### ESCALATION TO SOPHOS

- 1.10 If, following investigation by the Supplier, the issue cannot be satisfactorily resolved, the Supplier will raise a Support Request on the Customer's behalf with Sophos. Sophos will then contact the Customer directly in accordance with its Service Levels.
- 1.11 Should Sophos determine a Support Request is not a result of a Product fault/defect, and reconfiguration of Customer systems is required to rectify the issue, it is the Customer's responsibility to rectify these issues. Chess may provide undertake work to rectify the issue on behalf of the Customer. All work undertaken by the Supplier shall be by way of Professional Services and will be charged on time and materials consumed in accordance with **Schedule 4.2 Professional Services**.

#### 2. ENDPOINT PROTECTION

- 2.1 During the Subscription Term, the Supplier shall provide the Customer and its End Users with the following:
- 2.1.1 access to required Products and licenses on a monthly per user (or per server) basis;

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

- 2.1.2 access to a hosted and maintained Sophos Central console for self-management,; and
- 2.1.3 subject to level of Subscription, access to advanced reports and threat intelligence.

### 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. to These policies will dictate the automated behaviour of the software for the purposes of;
  - 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; and
  - 3.1.5 server endpoints only, automatic exclusion of activity by known applications from scanning.
- 3.2 If the Customer requires changes to be made to any automated policy, amendments can be made by the Supplier: either (i) by way of **Professional Services** on a time and materials basis, or (ii) if **Managed Security Support**, where purchased by the Customer pursuant to an **Order**.
- 3.3 The Sophos Intercept X Essentials product does not have the functionality to make changes. An upgrade to Intercept X Advanced must be purchased from the Supplier or Sophos.

### 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.