



Legal

Home Legal Sophos End-User License Agreement (EULA)

Overview

Sophos End-User License Agreement (EULA)

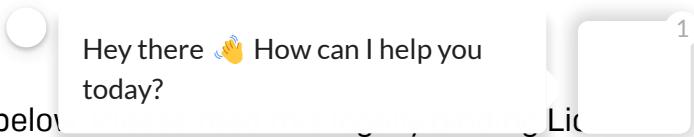
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11.6 Licensee warrants that its use and possession of the Products is and will continue to be in accordance with all other applicable laws and regulations. In particular but without limitation, Licensee acknowledges and agrees that it may be necessary 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.

11.7 ANY BREACH OR SUSPECTED BREACH OF [CLAUSE 11](#) BY LICENSEE SHALL BE A MATERIAL BREACH INCAPABLE OF REMEDY AND ENTITLES SOPHOS TO TERMINATE THIS LICENSE AGREEMENT IMMEDIATELY WITH OR WITHOUT NOTICE TO LICENSEE. In addition, Licensee agrees (to the extent permitted by applicable law, and without waiver of Licensee's constitutional, statutory, or other immunities, if any) to indemnify and hold Sophos harmless 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 [Clause 11](#).

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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 Documentation and all copies thereof.

12.3 Within one (1) month after the date of termination of this License Agreement or the applicable Product Term, upon Sophos' request, Licensee will supply Sophos with written certification of the destruction of all partial and complete copies of the applicable Licensed Product and Documentation. 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 or payable are non-refundable to the maximum extent permitted by law.

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13.1 Sophos and the Licensee may receive or have access to confidential information under or in relation to this License Agreement that is secret and valuable to the other party and its licensors. A recipient is not entitled to use, communicate or disclose the other party's confidential information to a third party without the disclosing party's prior, written consent. The recipient will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care).

13.2 The Licensed Products (including any Updates or Upgrades) may: (i) cause Licensee's device to automatically communicate with Sophos's servers to deliver the functionality described in the product description or through new features as they are introduced, and to record usage metrics; (ii) affect preferences or data stored on Licensee's device; and (iii) collect personal information as set out in our [Privacy Notice](#). 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 that returns the above listed information. Certain Products may require the collection of additional information as detailed in the Sophos Privacy Notice at: <https://www.sophos.com/en-us/legal/sophos-group-privacy-notice> (the "Privacy Notice").

13.3 The 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 that affect the Products being used by Licensee.

13.4 Sophos may also require identification information for the Licensee, including, but not limited to, Licensee's contact details and (where applicable) payment information for the purposes of (i) providing technical support, (ii) billing, (iii) verifying Licensee's credentials and License Entitlement, (iv) issuing license expiry and renewal notices, (v) carrying out compliance checks for export and sanction control purposes, and (vi) providing account management. Licensee agrees to provide complete and accurate identification information to Sophos promptly upon Sophos's request.

13.5 If the Licensee elects to send malware samples or any other materials to Sophos for review, the Licensee shall remove any regulated personally identifiable information, health information, and payment card data prior to submission.

13.6 Licensee expressly gives Sophos permission to (i) include and publish Licensee's name and logo on lists of Sophos's customers, where Licensee is not a Consumer as described in [Clause 15.8](#), and (ii) send promotional emails to Licensee to provide information about other Sophos

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the underpayment exceeds five percent (5%) of the fees due or the audit reveals a violation of any license restrictions pursuant to this License Agreement then, without prejudice to Sophos's other rights and remedies, Licensee shall also pay Sophos's reasonable costs of conducting the audit.

14.4 Sophos may in its sole discretion assign, novate, subcontract or otherwise transfer any of its rights or obligations hereunder.

14.5 Sophos may amend the terms and conditions of this License Agreement and/or any documents and policies referenced herein at any time by notice to Licensee, including without limitation by posting revised terms and conditions on its website at <https://www.sophos.com/en-us/legal> and/or the location of such document or policy. Such amended terms and conditions shall be binding upon Licensee with effect from the date of such change. For the avoidance of doubt, such amended terms and conditions shall supersede any prior version of the License Agreement that may have been embedded in or packaged with the Product itself.

14.6 Failure by either party to enforce any particular term or condition of this License Agreement shall not be construed as a waiver of any of its rights under it.

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

14.8 If Licensee and Sophos have signed a separate written agreement covering the licensing and use of the Products, the terms and conditions of such signed agreement shall take precedence over any conflicting terms and conditions of this License Agreement. Otherwise this License Agreement, the Schedule and the documents and policies referenced herein constitute the entire agreement between the parties relating to the licensing and use of the Products and supersede any other oral or written communications, agreements or representations with respect to the Products, except for any oral or written communications, agreements or representations made fraudulently.

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

14.10 Subject to Clause 9(d), a person who is not a party to this License Agreement has no right to enforce any term or condition of this License Agreement, and the parties to this License Agreement do not intend that any third party rights are created by this License Agreement.

14.11 Governing Law. In the event the Sophos subsidiary entity from which Licensee has purchased the licenses is located in:

The United States of America, Canada, or Latin America, this License Agreement, the relationship between Licensee and Sophos, and any dispute or claim arising out of or in connection with it, including without limitation non-contractual disputes or claims, shall be governed by and

construed in accordance with the laws of the Commonwealth of Massachusetts notwithstanding its conflicts of law principles. The parties waive any right to a jury trial in any litigation arising out of or in connection with this License Agreement; and

ANY OTHER COUNTRY, this License Agreement and any dispute or claim arising out of or in connection with it, including without limitation non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of England and Wales, without regard to conflict of laws principles.

Nothing in this License Agreement shall limit any right of the Consumer to take proceedings in or to benefit from consumer protection laws that apply in the Consumer's country of residence.

The parties agree that the UN Convention on Contracts for the International Sale of Goods (CISG, Vienna, 1980) shall not apply to this License Agreement or to any dispute or transaction arising out of this License Agreement.

14.12 Jurisdiction. In the event the Sophos subsidiary entity from which Licensee has purchased the licenses is located in:

The United States of America, Canada, or Latin America, the federal and state courts of the Commonwealth of Massachusetts, U.S.A. shall have exclusive jurisdiction to determine any dispute or claim that may arise out of, under, or in connection with this License Agreement; and

ANY OTHER COUNTRY, the courts of England and Wales shall have exclusive jurisdiction to determine any dispute or claim that may arise out of, under, or in connection with this License Agreement.

14.13 Nothing in [Clause 14.11](#) shall limit the right of Sophos to initiate proceedings against Licensee in any court of competent jurisdiction where deemed necessary by Sophos to (i) protect its intellectual property rights, (ii) protect its confidential information, and/or (iii) recover overdue payments.

14.14 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 legalnotices@sophos.com.

14.15 The following Clauses shall survive any termination or expiration of this License Agreement: [2](#), [6](#), [7](#), [11](#), [12.3](#), [13.1](#), [14](#), [15.2.5](#), [15.6.5](#), and [15.6.6](#).

14.16 Force Majeure. The failure of Sophos to comply with any provision of this License Agreement due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, and act of public enemy, actions of governmental authorities (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of this License

Agreement.

15. ADDITIONAL TERMS AND CONDITIONS.

The first part of this License Agreement includes general terms and conditions applicable to all Products. The additional terms and conditions in this [Clause 15](#) below apply only to the Products referenced in each section.

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15.1.2 Fees shall be paid in full, in the currency and via the payment method specified on the invoice, within thirty (30) days of the date of such invoice.

15.1.3 Unless expressly stated otherwise, the Fee is exclusive of value added tax and any other federal, state, municipal or other governmental taxes, duties, licenses, fees, excises or tariffs.

15.1.4 Invoices may provide for interest to be paid on any sums not remitted by the due date.

15.2 Hardware Products. This Clause only applies to Hardware Products:

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15.2.3 Risk of loss passes to Licensee upon shipment of the Hardware to Licensee. Insurance, if any, covering the Hardware shall be Licensee's sole responsibility.

15.2.4 Licensee acknowledges that the Hardware is sold hereunder solely as the medium for delivery and operation of the Licensed Products and, unless otherwise agreed by the parties in

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15.2.6 Sophos offers a limited warranty for Hardware as set out in the Hardware Warranty Policy at: <https://www.sophos.com/en-us/legal>.

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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 may, in Sophos's sole discretion, make certain Products available for personal use ("Home Use license"). Customer may only use Products made available under Home Use licenses for their own non-commercial personal use and not for any other purposes.

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15.8.7 Clauses [14.11](#) and [14.12](#) shall not limit Licensee's right to take proceedings in or to benefit from consumer protection laws that apply in the country in which Licensee lives, including without limitation any right to alternative dispute resolution if Licensee is a Consumer in the EU.

15.9 Consumer Products.

15.9.1 Where Licensee has:

(a) paid for a Product; or
(b) received a Product for free as part of a bundle with other paid goods, services or other digital content, and this Product is not generally available to Consumers unless they have paid a price for it or for the other goods, services or other digital content, Sophos warrants that such Products will be (i) of satisfactory quality, (ii) reasonably fit for purpose, and (iii) as described in the Documentation.

15.9.2 Where Sophos is in breach of [Clause 15.9.1](#), Sophos will (i) at its own cost, repair or replace the Product within a reasonable time and without significant inconvenience to the Consumer, or (ii) grant the Consumer a reasonable Fee reduction for the Product where the Product cannot be repaired or replaced within a reasonable time and without significant inconvenience to the Consumer.

Licenses for the "Sophos Home Premium" Product may be returned to the Partner from which Licensee purchased the Product for a refund of the Fees paid, for any reason, within thirty (30) days of the date of purchase.

15.9.3 Where the Product Term is perpetual or of an indefinite duration and the Licensee is a Consumer, if Sophos has a right to terminate this License Agreement, Sophos will provide reasonable notice before exercising this right except where there are serious grounds for terminating immediately.

15.9.4 If Licensee is a Consumer in the EU, where a Product supplied to Licensee causes damage to a device or to other digital content which, in either case, is owned by a Consumer (even where such Product is provided for free), Sophos will, in its sole discretion, either (i) at its own cost, repair the damage within a reasonable time and without significant inconvenience to the Consumer, or (ii) compensate the Consumer for the damage with an appropriate payment.

15.9.5 This [Clause 15.9](#) shall take precedence (or in other words, be read so that they replace other terms) to the extent that there are any conflicting terms and conditions elsewhere in this License Agreement.

15.9.6 Other important terms

(i) Sophos may transfer its rights and obligations under this License Agreement to another organization, and Sophos will always notify Licensee in writing if this happens, but this will not affect Licensee's rights or Sophos's obligations under this License Agreement.

(ii) Licensee may only transfer Licensee's rights and obligations under this License Agreement to another person if Sophos agrees in writing.

(iii) The contract formed by this License Agreement is between Licensee and Sophos. No other person shall have any rights to enforce any of its terms.

(iv) Each of the paragraphs of this License Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

(v) If Sophos fails to insist that Licensee perform any of Licensee's obligations under this License Agreement, or if Sophos does not enforce its rights against Licensee, or if Sophos delays in doing so, that will not mean that Sophos has waived its rights against Licensee and will not mean that Licensee does not have to comply with those obligations. If Sophos does waive a default by Licensee, Sophos will only do so in writing, and that will not mean that Sophos will automatically waive any later default by Licensee.

(vi) Sophos may amend the terms and conditions of this License Agreement and/or any documents and policies referenced herein at any time by notice to Licensee. Sophos will use reasonable efforts to bring any such changes Licensee's attention, including without limitation via in-Product informational notices. Such amended terms and conditions shall be binding upon Licensee within fifteen (15) calendar days, unless Licensee objects to such amended terms and conditions by terminating Licensee's license in accordance with [Clause 12.2](#) or by notifying Sophos at legalnotices@sophos.com and entering into a subsequent written agreement between Sophos and Licensee. Failure to terminate Licensee's license within such period shall mean that Licensee expressly and unreservedly accepts all the amendments contained in the notice, which shall take effect immediately upon expiry of said fifteen (15) calendar day period. For the avoidance of doubt, such amended terms and conditions shall supersede any prior version of the License Agreement that may have been embedded in or packaged with the Product itself.

15.9.7 ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

This section 15.9.7 applies to Sophos, residents of the United States, and those who attempt to commence litigation within the United States.

(i) Federal Arbitration Act. Licensee and Sophos agree that this License Agreement affects interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This [Clause 15.9.7](#) is intended to be interpreted broadly and governs any and all disputes between Licensee and Sophos including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this License Agreement or any prior agreement (including, but not limited to, claims related to advertising); and claims that may arise after the termination of this License Agreement. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.

(ii) Initial Dispute Resolution. Most disputes can be resolved without resort to arbitration. Licensee and Sophos agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with each other, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration. To commence this procedure, Licensee agrees to contact Sophos' support department via our support portal at <https://secure2.sophos.com/en-us/support/contact-support> or The Legal Department, Sophos Limited, The Pentagon, Abingdon Science Park, Abingdon, OX14 3YP, United Kingdom with a copy to legalnotices@sophos.com, and provide a brief, written description of the dispute and Licensee's contact information (including information that could be used to identify Licensee's registered account if Licensee's dispute relates to an account). Alternatively, Sophos may contact Licensee using the last available information it has for Licensee.

(iii) Binding Arbitration. If the Licensee and Sophos do not reach an agreed-upon solution within a period of sixty (60) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either You or Sophos may initiate binding arbitration as the sole means to resolve claims (except as provided in (v) below) subject to the terms set forth below. Specifically, all claims arising out of or relating to this License Agreement (including, but not limited to, its formation, performance, and breach), the parties' relationship with each other, and/or Licensee's download of, access to, or use of the Licensed Products shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000, in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this License Agreement, including, but not limited to any claim that all or any part of this License Agreement is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written,

and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

To start an arbitration, Licensee must do the following: (A) Write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover. Licensee may find a copy of a Demand for Arbitration at www.jamsadr.com; (B) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS, One Beacon Street Suite 2210 Boston, MA 02108-3106 USA; and (C) Send one copy of the Demand for Arbitration to us at The Legal Department, Sophos Limited, The Pentagon, Abingdon Science Park, Abingdon, OX14 3YP, United Kingdom with a copy to legalnotices@sophos.com.

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Sophos will pay the additional cost. If the arbitrator finds the arbitration to be non-frivolous, Sophos will pay all of the actual filing and arbitrator fees for the arbitration. Licensee is responsible for Licensee's own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

If Licensee is a resident of the United States or commences litigation within the United States, arbitration may take place at any reasonable location within the United States convenient for you. Residents of the United States, those who commence litigation within the United States, and Sophos further agree to submit to the personal jurisdiction of any federal or state court in the Commonwealth of Massachusetts, U.S.A., in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

(iv) Class Action Waiver. The parties further agree that the resolution of any disputes between the parties shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND SOPHOS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

(v) Exception: Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through initial dispute resolution or binding arbitration, either party may bring an action in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction. For such disputes, Licensee and Sophos agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in the Commonwealth of Massachusetts, U.S.A. Licensee further agrees to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

(vi) 30-Day Right to Opt Out. Licensee has the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to legalnotices@sophos.com with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of your first download of, access to, or use of the Product, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt out of these arbitration provisions, Sophos also will not be bound by them.

(vii) Changes to this Section. Sophos will provide sixty (60) days' notice of any changes to this section. Changes will become effective on the sixtieth (60th) day, and will apply prospectively only to any claims arising after the sixtieth (60th) day. If a court or arbitrator decides that this subsection on "Changes to this Section" is not enforceable or valid, then this subsection shall be severed from the Section entitled Arbitration and Class Action Waiver, and the court or arbitrator shall apply the first Arbitration and Class Action Waiver (or similarly named) section in existence after Licensee first downloaded, accessed, or used the Products.

SOPHOS END USER LICENSE AGREEMENT [8 October 2021]



Legal

PRIVACY

GLOBAL TRADE COMPLIANCE

POLICIES

AGREEMENTS - TERMS & CONDITIONS

English

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