

Overview

Sophos Hardware Terms

These Sophos Hardware Terms (“Hardware Terms”) supplement, are subject to and form part of Sophos End User Terms of Use available at <https://www.sophos.com/en-us/legal> (the “Agreement”). Those terms of the Agreement that are applicable to Products generally shall be read to apply to Hardware, except as expressly varied or added to by these Hardware Terms. All capitalized terms used below shall have the meanings given to them in the Agreement. In the event of a conflict between the Agreement and these Hardware Terms, these Hardware Terms shall take precedence with respect to Hardware only.

1. USE RIGHTS AND RESTRICTIONS

(a) Hardware (which in Sophos’s sole discretion may be new or refurbished) is to be used only with the Software that is pre-installed or made available for download to such Hardware. Subject to Customer’s compliance with these Hardware Terms, Customer may use the Hardware to exercise its rights to the Software, as provided in the Entitlement. Customer may use the Hardware only with the Software and only for Customer’s internal information security operations, unless otherwise agreed by the parties in writing.

(b) Customer may not disassemble the Hardware including without limitation, removing any labels, covering plates that bar access to the Hardware ports and/or accessing internal components of the Hardware, except as may be agreed by the parties in writing, or as may be directed by Sophos technical support personnel.

2. EVALUATION

Hey there 🙋 How can I help you today?

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(a) If the Hardware is provided to Customer for evaluation (“Loaned Hardware”), the evaluation term shall commence upon Sophos’s or Partner’s shipment of the Hardware, and shall continue for not more than sixty (60) days unless otherwise agreed by Sophos. The following additional terms apply to all Loaned Hardware:

(i) Sophos retains title to and all ownership rights in the Loaned Hardware,

(ii) Customer may only use the Loaned Hardware in non-production environments,

(iii) Customer must safeguard and protect all Loaned Hardware from possible damage until back in Sophos’ possession,

(iv) Customer will not provide the Loaned Hardware to any third party,

(v) Customer will not allow any lien to be imposed upon the Loaned Hardware,

(vi) If there is any damage to the Loaned Hardware beyond normal wear or if the Loaned Hardware is lost or stolen, Customer will be liable for the full costs of repair or replacement, and

(vii) Upon expiration of the evaluation period, Customer must return the Hardware to the return location, and in the timeframe, indicated by Sophos, securely and properly packaged, with carriage (and insurance at Customer’s option) prepaid. Customer is solely responsible for removing any and all of Customer’s data from the Loaned Hardware prior to return. If Customer fails to return the Loaned Hardware as required Sophos or Partner may invoice, and Customer will pay the list price of the Loaned Hardware.

3. DELIVERY AND RISK OF LOSS.

3.1 Delivery. Hardware will be delivered in accordance with the then-current Sophos shipping terms. Sophos reserves the right to re-charge the costs of carriage, import/export fees and insurance to Customer.

3.2 Risk of Loss. Risk of loss passes to Customer upon shipment of the Hardware to Customer. Insurance, if any, covering the Hardware shall be Customer’s sole responsibility.

4. WARRANTY The warranty applicable to the Hardware can be found at <https://www.sophos.com/en-us/legal/hardware-warranty-policy>.

5. REGULATORY COMPLIANCE

Customer is solely responsible for, and Sophos shall have no liability for, complying with governmental regulations relating to waste, health and safety, that are applicable to Customer’s use, transport and/or disposal of the Hardware, including without limitation, those that relate to

the EC Directive on Waste Electrical and Electronic Equipment (2002/96/EC) ("WEEE") and The Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations (2002/95/EC) ("RoHS") (as amended) and similar local laws and regulations.

6. HARDWARE AVAILABILITY

6.1 Sophos may vary, update or discontinue the Hardware, or specific versions, features, support, maintenance, from time to time for reasons including but not limited to changes in demand or technology. Sophos will use commercially reasonable efforts to provide advance notice of any planned Hardware discontinuation (whether alone or as part of a Product) by publishing the date(s) of each planned discontinuation at <https://www.sophos.com/en-us/support> ("Retirement Calendar"). Customer acknowledges and agrees that it is Customer's sole responsibility to review the applicable Retirement Calendar.

6.2 Unless otherwise required by applicable law, Sophos will not provide a refund of fees paid for Hardware that is subject to a modification as described in this Section. Any refund that may be due under applicable law will, unless prohibited by applicable law, be calculated on a three (3) year straight line depreciation basis.

7. TRANSFER OF TITLE

Sophos retains title to the Hardware until such time as Customer pays the associated fee to Sophos or a Partner, as applicable. Unless and until title to the Hardware has transferred to Customer in accordance with this Section, Customer agrees to keep the Hardware free and clear of all claims, liens, and encumbrances. Customer acknowledges that it owns only the Hardware on which the Software is installed and does not acquire any rights to the Software by virtue of its ownership of the Hardware.



PRIVACY

GLOBAL TRADE COMPLIANCE

POLICIES

AGREEMENTS - TERMS & CONDITIONS

[Terms](#) [Privacy](#) [Legal](#)

English