TERMS OF TRADING FOR SOPHOS SUBSCRIPTION CUSTOMERS ('**CUSTOMERS**') OF PHOENIX SOFTWARE LTD ('**PHOENIX**')

This agreement supersedes al previous documents or agreements relating to the subject matter of this agreement.

1.   a.   Payment of all invoices shall be made within **30 days** of the date of invoice unless otherwise agreed in writing. Phoenix reserves the right to charge interest on overdue accounts at the rate of 2% per annum above Barclays Bank PLC base rate from time to time subsisting: such interest to be accrued on a daily basis.

   b.   If the customer defaults on payment following the issue and expiry of a 7 day final warning letter, Phoenix reserves the right to place the mater in the hands of Euler Collections and shall be entitled to a full reimbursement of any fees or disbursements paid out to aid recovery of monies outstanding.

2.   Phoenix shall place the order with Sophos when EITHER:

   a. The order is supported by the deposit of cleared funds for the full price in Phoenix's bank account OR
   b. The order is within the agreed credit limit and invoices are being paid promptly within 30 days of the date of issue or such other period as shall have been agreed previously in writing.

3.   All Sophos software licences sub-licenced by Phoenix are subject to Sophos terms of usage (End User License Agreements). https://www.sophos.com/en-us/legal These terms of licence cannot be varied without written agreement between the Customer and the manufacturer. Phoenix shall assign to the Customer, so far as Phoenix is reasonably able, the benefit of all warranties and conditions relating to quality, state, suitability, fitness for purpose and quiet possession contained in its contract with the manufacturer. For the avoidance of doubt, ownership of Sophos Licences remains with Phoenix, Phoenix shall provide a sub-licence to the Customer.

4.   Sophos software licences are billed annually in advance, the minimum subscription term is 12 (twelve) calendar months).

5.   All subscriptions shall auto renew annually unless the Customer provides at least 45 days prior written notice of cancellation.

6.   Cancellation of new licences or amendments to products or product quantities are unable to be made without incurring a minimum of 30 day subscription fee.

7.   Phoenix shall invoice the customer in accordance with the quantity set out in an applicable purchase order, not on actual usage. Any additional subscriptions ("True ups") shall be calculated at, and aligned to the renewal date. Pro-rata, (and retrospective pricing if applicable), shall be applied. This includes any subscriptions that have not been ordered through the Phoenix Sophos Portal and have been activated directly in Sophos Central.

8.   The Customer shall be solely responsible for the allocation of any purchased Sophos licences via the Sophos Central Order Portal.

9.   The customer shall be solely responsible for the security of the administration and user accounts within Sophos Central.

10.   a.   Subject always to clause 10 (b), Phoenix shall in no circumstances be liable to the Customer for any pure economic loss, loss of profit, loss of business/revenue, loss of goodwill or loss of or corruption to data (including whether any of the foregoing are direct or indirect losses) or for any special, indirect or consequential loss. Phoenix's total liability to the Customer arising out of or in connection with this agreement shall in no event exceed the total charges paid by Customer to Phoenix under this agreement.

   b.   Nothing in this agreement shall affect the liability of Phoenix to the Customer for death or personal injury caused by Phoenix's negligence (or that of its employees, agents or subcontractors), for fraud or fraudulent misrepresentation or for any other liability to the extent it may not be excluded or limited by law.

11.   Personal Information is collected and processed by Phoenix as a data controller for the purposes of entering into and performing this agreement with the Customer. Phoenix will collect and process personal information in accordance with its privacy policy which is available at www.phoenixs.co.uk/privacy-policy. The parties acknowledge and agree that any processing of personal information by Phoenix under this agreement shall be limited in nature and extend only to use by Phoenix of the name and contact details (postal address, e-mail address and telephone number) of the business contact(s) at the Customer to permit Phoenix to fulfil Customer's order for hardware, software and services.