

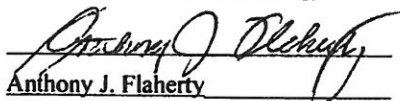
AMENDMENT TO SOPHOS END USER LICENSE AGREEMENT

This amendment ("Amendment") amends the Data File License attached hereto as Exhibit 1 (the "Agreement"), which is hereby incorporated by reference. The parties to this Amendment agree that the wherever there is any conflict between this Amendment and the Agreement, the provisions of this Amendment are paramount and the Agreement shall be construed accordingly.


Therefore, the parties agree that, notwithstanding anything to the contrary in the Agreement:

1. **Products.** For purposes of this Amendment, the "Products" shall mean any software, hardware, databases, data or other materials provided to MIT pursuant to the Agreement.
2. **Use Rights.** Subject to any restrictions in the Agreement, MIT faculty, staff and students shall be free to use the Products for administrative, academic, and non-profit research purposes, including research sponsored by third parties.
3. **Confidential Information.** For purposes of the Agreement "Confidential Information" shall mean confidential and proprietary information disclosed by one party to the other that (i) prior to disclosure, is marked with a legend indicating its confidential status, or (ii) is disclosed orally or visually, if the disclosing party identifies such information as confidential at the time of disclosure and, within 30 days of such disclosure, delivers to the receiving party a notice summarizing the confidential information disclosed. Notwithstanding the foregoing, in no event is information Confidential Information if it (a) was in the receiving party's possession before receipt from the disclosing party; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is received by the receiving party from a third party having an apparent bona fide right to disclose the information8. without a duty of confidentiality to the third party; or (d) is independently developed by the receiving party without use of the disclosing party's Confidential Information. The receiving party shall exert reasonable efforts to maintain the disclosing party's Confidential Information in confidence, except that the receiving party may disclose or permit disclosure of any Confidential Information to employees and students who need to know such Confidential Information and who have been advised of and have agreed to maintain the confidential nature of the Confidential Information. A receiving party's obligations with respect to use and non-disclosure of Confidential Information shall survive for a period of three (3) years following receipt of the Confidential Information. This Section 4 shall be null and void in the event the Agreement has no terms relating to the protection of confidential or proprietary information.
4. **No Rights Granted.** Other than the specific rights granted to MIT relating to the Products, nothing in the Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of either party ("Intellectual Property Rights"), nor shall this Agreement grant either party any rights in or to the other party's Confidential Information other than the limited right to use such Confidential Information solely in connection with the Agreement. Any requirement in the agreement that MIT assign or license its Intellectual Property rights to SOPHOS shall be null and void.
5. **Liability.** MIT agrees that it shall be liable for any damages that are caused by its use of the Products in any manner not contemplated by the Agreement, except to the extent such damages are due to the gross negligence or intentional misconduct of SOPHOS. Notwithstanding the foregoing, any language requiring MIT to indemnify SOPHOS shall not apply.
6. Section 5.8.1 of the Agreement shall be replaced with the following: 5.8.1 Licensee fails to notify Sophos in writing within thirty (30) days of any claim being made or proceedings being issued against licensee or:
7. Section 14.4(i) Self Audits, in the first sentence change 10 working days to 30 working days.
8. **Use of Name.** Neither party shall use the name or mark of the other for publicity or advertising purposes without the express written consent of the other. For MIT, such permission must be obtained from the MIT Technology Licensing Office.
9. **Jurisdiction/Venue.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Any provisions in the Agreement relating to the venue of any actions filed in connection with the Agreement, or relating to MIT's acceptance of jurisdiction in any state other than Massachusetts, are deleted.
10. **Final Agreement.** This Amendment and the Agreement, taken together, constitute the final agreement between SOPHOS and MIT regarding the Products provided pursuant to the Agreement, and any modification of or additions to the terms of this Amendment or to the Agreement must be in writing and executed by both SOPHOS and MIT.

Massachusetts Institute of Technology

Signed: 
By: Anthony J. Flaherty
Title: Assistant Director of Contracts
Date: May 20, 2013

Sophos, LTD

Signed: 
By: SHARON COOPER
Title: VP COMMERCIAL FINANCE
Date: 29 MAY 2013