BROCADE COMMUNICATIONS SYSTEMS LLC END USER SOFTWARE LICENSE AGREEMENT FOR Brocade® SANnav Management Portal and SANnav Global View

SANnav Global View and SANnav Management Portal are registered U.S. copyrights owned by Broadcom Inc. and its subsidiaries.

IMPORTANT: READ THIS CAREFULLY BEFORE INSTALLING. USING OR ELECTRONICALLY ACCESSING THIS PROPRIETARY PRODUCT.

THIS END USER LICENSE AGREEMENT ("Agreement") GOVERNS THE DOWNLOAD, INSTALLATION, USE, POSTING, DISTRIBUTING AND OTHERWISE MAKING AVAILABLE OF BROCADE SANNAV MANAGEMENT PORTAL AND SANNAV GLOBAL VIEW SOFTWARE, AND ACCOMPANYING DOCUMENTATION (collectively the "Software"). BY DOWNLOADING, INSTALLING, USING, POSTING, DISTRIBUTING OR OTHERWISE MAKING AVAILABLE THE SOFTWARE YOU ARE AGREEING TO BE BOUND ON AN ONGOING BASIS BY THE TERMS AND CONDITIONS HEREIN, WHICH MAY BE UPDATED BY BROCADE FROM TIME TO TIME. IF AT ANY TIME YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, PROMPTLY STOP USE OF THE SOFTWARE AND DESTROY ALL COPIES OF THE SOFTWARE IN YOUR POSSESSION OR CONTROL, AND CERTIFY IN WRITING TO BROCADE SUCH CESSATION OF USE AND DESTRUCTION.

SINGLE USER LICENSE. Subject to the terms and conditions of this Agreement and payment of the applicable product license fees, Brocade Communications Systems LLC ("Brocade") and its suppliers grant to you ("End User") a non-exclusive, non-transferable, non-assignable, non-sub licensable license to use the Software in object code form solely for the purpose of managing Brocade storage area networking switches in accordance with the section entitled "Restrictions" below. Brocade licenses the End User the right to use Software acquired only through an authorized channel. Obtaining the Software from an unauthorized source is strictly forbidden and is a violation of this Agreement. End User may make backup copies of the Software as may be necessary for End User's lawful use, provided End User affixes to such copies all trademark, copyright, patent, and notices of other proprietary rights that appear on the original.

SOFTWARE LICENSES AND LICENSE KEYS. Brocade Software Transaction Keys and Software Licenses shall only be purchased from a Brocade authorized distributor or official OEM partner, and Software License Keys shall only be obtained through Brocade's License Portal or an authorized OEM License Portal. Brocade Software Licenses and License Keys shall not be resold, assigned, sub-licensed or otherwise transferred to a third party.

RESTRICTIONS. Except as otherwise expressly provided in this Agreement or expressly authorized by Brocade, End User shall have no right, and End User specifically agrees not to, and not to permit third parties to: (1) copy or modify the Software; (2) create derivative works based on all or any portion of the Software; (3) remove or modify any notice of any patent, copyright, trademark or other proprietary rights that appear on or in the Software; (4) reverse engineer, decompile, translate, disassemble or perform discovery of the source code of all or any portion of the Software; (5) distribute, disclose, market, lease, resell, assign, loan, sublicense, rent or transfer to any third party, including End User's customers, interactive or other service: (6) merge the Software into another product; (7) install or use multiple instances of the Software in excess of the number Licenses for which the End User has purchased through Brocade or an authorized channel; (8) disclose to any third party the results of any testing or performance benchmarks of the Software or other Brocade product without Brocade's prior written consent; (9) use the software on any device that does not meet the hardware and operating system requirements called out in the Software release notes; (10) use, download, or make available for use or download, any versions of the Software that have reached End of Support, as declared by Brocade: (11) sub-license or permit third parties to post or otherwise make available, or use the Software to provide support for Brocade products without Brocade's express written consent; (12) use the Software with or for the management of Brocade products that have reached End of Support, as declared by Brocade; or (13) provide access to any performance metrics or telemetry data made available from the Software to any third parties or third party software, analytics tools, or services without Brocade's express written consent. Use of the Software in violation of these limitations shall be deemed infringement of Brocade's intellectual property for which Brocade will avail itself of all legal remedies.

THIRD PARTY AND OPEN SOURCE SOFTWARE COMPONENTS. Third party and "open source" software components may be provided with the Software pursuant to the terms of the applicable licenses governing the use and distribution of the third party and/or open source software. Open source software is subject to the applicable open source license (e.g., the GNU General Public License available at https://www.gnu.org/licenses/old-licenses/gpl-2.0.en.html) and is not subject to this Agreement. To obtain a copy of the source code and applicable licensing terms for third party components used in the Software, please download the applicable Open Source Code Disclosure documents in the Broadcom Customer Support Portal (CSP). If you do not have a CSP account or are unable to login, please contact your support provider for this information.

Updating and maintaining open source components provided with the Software including obtaining and applying patches or updates to address defects, security vulnerabilities, or Common Vulnerabilities and Exposures (CVEs) is the sole responsibility of the End User. Brocade shall not be responsible for notifying the End User about or providing the End User with updates to open source components unless explicitly agreed to by Brocade.

BROCADE THEREFORE PROVIDES OPEN SOURCE SOFTWARE ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER AND HEREBY EXPRESSLY DISCLAIMS WITH RESPECT TO ANY SUCH OPEN SOURCE SOFTWARE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PUROSE AND NON-INFRINGEMENT; AND (B) ALL LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, COVER, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST DATA OR LOST PROFITS, HOWEVER ARISING, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN WHERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM AND TERMINATION. This Agreement is effective until terminated. End User's license rights under this Agreement will terminate immediately without notice from Brocade if End User fails to comply with any provision of this Agreement. Upon termination, End User must stop using the Software and destroy all copies of Software and the corresponding license keys in its possession or control.

SECURITY NOTICE. Software may include security features that End User can use, along with other security tools, to implement increased security in End User's storage area network ("SAN"). However, use of the security features of the Software does not guarantee the security of End User's SAN or overall network. There are numerous factors that affect the security of a SAN, including, without limitation, correct installation and setup of the security features of Software and all related requirements, correctly configured security policies, selection of hardware and software (including network security tools), correct installation, configuration, and maintenance of the hardware and software, the interoperability of the various components of End User's SAN and End User's network, and a physically and electronically secure operating environment. In addition, Software may utilize digital certificates in connection with its access control features. Although digital certificates are a useful authentication security measure that improves overall security, they do not guarantee authenticity or security. In designing the security of End User's SAN, it is End User's responsibility to evaluate all of these factors to ensure End User's SAN meets End User's security requirements. End User's experience may vary based on these and other factors. End User's use of Software, including the digital certificates, is subject to and governed by the terms of this Agreement and to End User's compliance with the policies and procedures for the use of the security features of Software and digital certificates, which may be made available to End User by Brocade from time to time. If Brocade becomes aware of a breach of the security of its digital certificate infrastructure, Brocade reserves the right to re-issue digital certificates. In that event, End User will be required to submit new certificate signing requests and install reissued certificates across End User's SAN. End User should plan for any network disruption that this may cause. END USER ACKNOWLEDGES THAT END USER HAS ACCESS TO SUFFICIENT INFORMATION TO ENSURE THAT END USER CAN MAKE AN INFORMED DECISION AS TO THE EXTENT TO WHICH END USER CHOOSES TO RELY ON DIGITAL CERTIFICATES AND OTHER SECURITY FEATURES IN SOFTWARE ("SECURITY").

PROPRIETARY RIGHTS. The Software, including all intellectual property rights therein, is and will remain the sole and exclusive property of Brocade or its licensors. Brocade retains all title, ownership, interests and intellectual property rights in and to the Software and deems the Software to be confidential information. To the extent the Software contains any materials licensed from third parties, third party suppliers may own such licensed materials. Brocade retains all rights not expressly granted to Licensee in this EULA. Licensee agrees to protect and maintain the confidentiality of the Software, and not to disclose the Software to any third parties except as expressly permitted in this EULA. Licensee acknowledges that its breach of confidentiality shall cause Brocade irreparable injury and entitle Brocade to obtain equitable relief, in addition to all other remedies available. Licensee further acknowledges that Licensee is acquiring only a limited license to use the Software and not any title to or ownership of the Software or any part thereof and that the Software is proprietary to and copyrighted by Brocade. BROCADE SOFTWARE IS COPYRIGHTED AND LICENSED, NOT SOLD.

LIMITED WARRANTY. BROCADE PROVIDES THE SOFTWARE "AS IS" WITH NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL BROCADE AND ITS SUPPLIERS, BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF OR INABILITY TO USE THE SOFTWARE PROGRAM OR RELATED MATERIALS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SPECIFICALLY, BROCADE AND ITS SUPPLIERS, ARE NOT RESPONSIBLE FOR ANY COSTS, INCLUDING, BUT NOT LIMITED TO, THOSE INCURRED AS A RESULT OF LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE PROGRAM, LOSS OF DATA, THE COST OF RECOVERING SUCH SOFTWARE PROGRAMS OR DATA, THE COST OF ANY SUBSTITUTE SOFTWARE PROGRAM, CLAIMS BY THIRD PARTIES OR FOR OTHER SIMILAR COSTS.

SOME STATES MAY NOT ALLOW THE EXCLUSION, DISCLAIMER OR LIMITATION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CERTAIN SITUATIONS, SO THE ABOVE LIMITATION, DISCLAIMER OR EXCLUSION MAY NOT APPLY TO YOU. IN ANY AND ALL EVENTS, IT IS AGREED THAT BROCADE'S LIABILITY SHALL NOT EVER EXCEED THE AMOUNT OF THE LICENSE. THE TERMS AND PROVISIONS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR INTERNATIONAL SALES OF GOODS ARE HEREBY EXPRESSLY EXCLUDED.

NUCLEAR, AVIATION, OR LIFE SUPPORT APPLICATION. Brocade specifically disclaims liability for use of the Software in connection with the design, construction, maintenance, and/or operation of any (i) nuclear facility, (ii) aircraft, aircraft communication or aircraft ground support system, or (iii) safety or health care control system, including without limitation, life support system. Such use is entirely End User's own risk. Brocade shall not be liable to End User, its vendors, or its customers, in whole or in part, for any claims or damages arising from such use. End User agrees to defend, indemnify and hold Brocade harmless from and against any and all claims (including reasonable attorneys' fees) arising out of any such use by End User or its customers.

TAXES. End User will pay the license fees exclude all sales, use, VAT and other transaction taxes, personal property taxes and other taxes. End User will be responsible for payment of all such taxes (other than those based on Brocade's net income), including any related penalties and interest, arising from the payment of license fees or the delivery or license of the Software to End User, unless End User furnishes satisfactory proof of exemption. End User will make all payments of license fees to Brocade free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of license fees to Brocade will be End User's sole responsibility.

COMPLIANCE WITH LAW. Each party agrees to comply with all applicable laws, rules and regulations in connection with its activities under this Agreement. Without limiting the foregoing, End User acknowledges and agrees that the Software, including technical data, is subject to United States export control laws, including the United States Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. End User agrees to comply strictly with all such regulations and acknowledges that End User has the responsibility to obtain licenses to export, re-export, or import the Software.

RESTRICTED RIGHTS. The Software under this Agreement is commercial computer software as that term is described in 48 C.F.R. 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the Federal Acquisition Regulations ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFAR") and its successors.

GENERAL. This Agreement will bind and inure to the benefit of each party's successors and assigns, provided that End User may not assign or transfer this Agreement, in whole or in part, without Brocade's written consent. This Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflict of law. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights. If any portion hereof is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter.

Should you have any questions concerning this Agreement, please contact Brocade at 1320 Ridder Park Dr, San Jose, CA 95131, USA. Attention: Legal Department.

Effective February 24, 2022