

Extended Support

Specific Program Documentation

The Broadcom program stated below (“**Extended Support**”) is provided under the following terms and conditions in addition to any terms and conditions referenced on the Broadcom quote, order form, statement of work, or other mutually agreed ordering document (each a “**Transaction Document**”) under the applicable end-user agreement or governing contract (collectively, the “**Agreement**”) entered into by Customer and the Broadcom entity (“**Broadcom**”) through which Customer obtained a license for the applicable Broadcom Software. These terms shall be effective from the effective date of such Transaction Document. Capitalized terms have the meanings ascribed to them herein, or otherwise in the Agreement.

Program Name: Extended Support

1. Support Terms

In order to obtain Extended Support for specified Broadcom Software, you must be and remain an active Broadcom Software Maintenance/Subscription support customer for the duration of the term for which you acquire Extended Support, as specified on the Transaction Document. Broadcom Software Maintenance support is provided in accordance with the Broadcom Software Maintenance Policy Handbook, which is available at support.broadcom.com and is hereby incorporated by reference. The scope of Extended Support is detailed below and should not be assumed to be the same in every regard as Broadcom Standard Support would be for a product that was GA.

2. Applicability of Extended Support

Extended Support is offered for certain designated Broadcom software product versions or releases which have been officially retired and have reached their end of service (“**EOS**”) or end of life (“**EOL**”). You are only eligible to receive Extended Support if you remain current on all applicable licensing and support fees due and payable to Broadcom and are otherwise compliant with your contractual obligations to Broadcom.

3. Scope of Extended Support

In addition to the support provided as part of Broadcom Software Maintenance, Extended Support consists of technical support for certain designated Broadcom software versions and releases installed at designated installation sites for which Extended Support has been purchased (Covered Programs). Extended Support will be provided for the Covered Programs telephonically, online, and through email. Extended Support provides specific deliverables including the following:

- Direct access to technical support through Support Online or telephone.
- 24×7×365 support for production environment Severity 1 issues.
- Access to published fixes and solutions.
- Assistance with developing workarounds to problems as a permanent solution.
- Dump analysis to assist in diagnosing the reported incident.
- At Broadcom's sole discretion, new bug fixes for high-impact problems.

4. Exclusions

- Support for altered or modified versions of the Covered Programs.
- Development and distribution of additional service packs for the Covered Programs.
- Support or review of enhancement requests related to the Covered Programs.
- Porting of code from any Broadcom generally available ("GA") software product version or release down to the version or release of any of the Covered Programs.
- Certification of Covered Programs with any of the following:
 - New versions or releases of Broadcom software products that interfaced with the Covered Programs at the time Extended Support was purchased
 - New third-party software product releases, operating systems, and/or hardware
- Support for Covered Programs running in an operating or hardware environment that Broadcom did not certify when the Covered Programs were GA.
- Support in operating environments utilizing third-party software or hardware where support for the third-party software or hardware is no longer commercially available, and a problem with the Covered Program is suspected to be within, or as a result of, the third-party software or hardware.

5. Additional Terms for Extended Support

- A. You will not offer employment to, or otherwise seek to induce any Broadcom employee providing or connected to Broadcom Extended Support to leave Broadcom's employment during the term of Extended Support and a period of six (6) months thereafter, without prior written permission from Broadcom. This term does not preclude you hiring, without inducement, a Broadcom employee responding to generally advertised positions.
- B. Covered Programs must be maintained at the version, release, or service pack levels designated on the Transaction Document.
- C. Broadcom reserves the right to select and assign support engineers and other support resources as it deems appropriate in the fulfillment of this specific program document. In addition, Broadcom shall be entitled to utilize employees or sub-contractors to act as support engineers and your consent shall not be required for the appointment of a sub-contractor to perform Extended Support.
- D. Renewal of Extended Support shall be subject to the agreement of the parties, and Broadcom makes no commitment that it will renew such Extended Support at the end of the current period. If Extended Support will be renewed, any fees for such renewal will be as agreed in writing between the parties at the time of such renewal.

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