



The term "Broadcom" refers to Broadcom Inc. and/or its subsidiaries.

Foundation Agreement

1. INTRODUCTION

- 1.1. This Foundation Agreement ("**Foundation Agreement**") between the applicable Regional Broadcom Entity set forth in the referencing Transaction Document, a Broadcom Inc. company, ("**Broadcom**"), and the Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document, ("**Customer**"), is effective on the date set forth in the referencing Transaction Document which identifies the "Start Date" and specifies the terms and conditions agreed between the Parties as a foundation for their relationship as further defined in the applicable Modules.
- 1.2. With respect to the Broadcom Offering, additional terms shall be included in a Module, while terms specific to each individual order from Customer or Broadcom Partner shall be set forth in the Transaction Document(s) for such order. Customer is not bound by any additional Module terms not explicitly provided herein, or as an attachment.
- 1.3. This Foundation Agreement may incorporate any applicable Module referenced in the "Governing Contract" section of the applicable Transaction Document.

2. DEFINITIONS

- 2.1. "**Agreement**" means this Foundation Agreement, the applicable Module, the applicable Transaction Document, and any document incorporated expressly therein by reference.
- 2.2. "**Affiliate**" means any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.
- 2.3. "**Broadcom Offering**" means the individual offering (such as software, services, education, software as a service, or support) in the CA, Symantec, or VMware product families.
- 2.4. "**Broadcom Partner**" means a Broadcom authorized channel partner selected by the Customer.
- 2.5. "**Broadcom Software**" means the computer software programs in the CA, Symantec, or VMware product families made generally available and licensed to Customer under the applicable Module pursuant to the applicable Transaction Document. Broadcom Software may be provided individually or packaged as a software appliance and includes all versions and releases provided as part of Broadcom Maintenance, if applicable.
- 2.6. "**Confidential Information**" means any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential, or otherwise so identified, or any information that by its form, nature, content, or mode of transmission would be deemed confidential or proprietary to a reasonable recipient, including, without limitation, Broadcom Offerings, Documentation, the Agreement, Transaction Documents, Broadcom provided pricing (excluding GSA Schedule Pricing), and any benchmarking data or results.

- 2.7. **“Documentation”** means the technical product specifications or user manuals published by Broadcom or a Broadcom Affiliate.
- 2.8. **“Module”** means the additional terms and conditions applicable to a Broadcom Offering. If a Broadcom Offering includes both on-premises software and SaaS, then each applicable Module applies.
- 2.9. **“Order Confirmation”** means an electronic receipt, issued by Broadcom or a Broadcom Affiliate, confirming the Broadcom Offering title, version, quantity (based on metric, meter and/or model), and Support acquired.
- 2.10. **“Party”** or **“Parties”** means individually and/or collectively Broadcom and/or the Customer.
- 2.11. **“Personal Data”** means any information relating to (i) an identified or identifiable person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable data protection laws), provided in connection with the Agreement.
- 2.12. **“Taxes”** means any applicable sales tax, value-added tax (VAT), goods and services tax (GST), consumption tax, ISS, PIS and COFINS or any other applicable taxes.
- 2.13. **“Term”** means the period during which the Broadcom Offering is provided as specified in the Transaction Document.
- 2.14. **“Transaction Document”, “Order Form”, or “Order”** means a mutually agreed ordering document such as a Broadcom quote, order form, or statement of work for the specific Broadcom Offering licensed or purchased. Either Transaction Documents are executed or, in the case of a quote and purchase order (“PO”), a PO referencing such quote is issued and that issuance constitutes acceptance of the quote and formation of contract.

3. ORDERING AND DELIVERY

- 3.1. Under the terms of this Agreement and subject to the terms of the applicable Module(s), Customer and any Customer Affiliate incorporated in the same jurisdiction as Customer, may purchase Broadcom Offerings directly from Broadcom or through a Broadcom Partner, and Broadcom shall provide the specific Broadcom Offering. All Customer Affiliates incorporated in a different jurisdiction than Customer, must sign a participation agreement with Broadcom to adopt and adhere to the terms of this Agreement.
- 3.2. The Broadcom Offerings, (and any hardware components if included within your Transaction Document), will be delivered either in tangible media FCA SD (FCA Shipping Dock), as defined in INCOTERMS 2020, from Broadcom’s shipping point as indicated in the Transaction Document or by electronic delivery (ESD). Customer agrees to be responsible for all customs, duties, import clearances, title, and risk of loss to any Broadcom hardware, if included, will pass upon point of delivery to Customer’s carrier at Broadcom’s shipping location if included and applicable. For non-US customers, title to the hardware product transfers when the product leaves the national territory of the US.
- 3.3. In the event of a payment or set off issue relating to one Broadcom Offering, such payment issue will not impact any other obligation to pay for any Broadcom Offering provided to Customer.

4. CONFIDENTIALITY

- 4.1. The Parties agree that, when receiving Confidential Information from the disclosing Party, the receiving Party shall hold it in confidence and shall not disclose nor use such information except as necessary to carry out the purpose of this Agreement. The receiving Party shall treat the disclosing

Party's Confidential Information confidentially and in the same manner as it treats its own proprietary and/or confidential information, which shall not be less than a reasonable standard of care. Confidential Information may be disclosed to receiving Party's employees, affiliates, agents, financial advisors, contractors, and attorneys on a need-to know basis and the receiving Party shall ensure that such persons preserve and use such Confidential Information pursuant to the terms of the Agreement.

- 4.2. The receiving Party may disclose Confidential Information in connection with a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided that the receiving Party shall, where reasonably possible, give the disclosing Party prompt and timely written notice of any such proceeding and shall offer reasonable cooperation in any effort of the disclosing Party to obtain a protective order. CA recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.
- 4.3. For the purposes of the Agreement, the term "Confidential Information" excludes: (i) information which the receiving Party has been authorized in writing by the disclosing Party to disclose without restriction; (ii) information which was rightfully in the receiving Party's possession or rightfully known to it prior to receipt of such information from the disclosing Party; (iii) information which was rightfully disclosed to the receiving Party by a third Party having proper possession of such information, without restriction; (iv) information which is part of or enters the public domain without any breach of the obligations of confidentiality by the receiving Party; and (v) information which is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information.
- 4.4. Nothing in the Agreement will (i) preclude Broadcom from using the ideas, concepts and know-how which are developed in the course of providing any Broadcom Offerings to Customer or (ii) be deemed to limit Broadcom's rights to provide similar Broadcom Offerings to other customers. Customer agrees that Broadcom may use any feedback provided by Customer related to any Broadcom Offering for any Broadcom business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works.
- 4.5. The receiving Party agrees, upon request of the disclosing Party, to return to the disclosing Party all Confidential Information in its possession or certify the destruction thereof.
- 4.6. For any Confidential Information that constitutes a trade secret under applicable law, the obligations of this section will continue for so long as such trade secret status is maintained by the disclosing Party. For all other Confidential Information, the foregoing obligations shall extend for five (5) years from the date of initial disclosure.

5. RESERVED.

6. TITLE

- 6.1. Broadcom retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all Broadcom Offerings and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties.

7. WARRANTY

- 7.1. Each Party represents and warrants that it has the legal power to enter into the Agreement.
- 7.2. Broadcom represents and warrants that it owns or otherwise has sufficient rights to grant Customer the rights defined in any Transaction Document and/or Module.

- 7.3. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR (1) SELECTING CONFIGURATIONS, POLICIES, AND PROCEDURES IN THE BROADCOM OFFERING(S) THAT ARE CONFIGURABLE INCLUDING, WITHOUT LIMITATION, THE SELECTION OF FILTERED CATEGORIES AND WEB APPLICATION CONTROLS, AND FOR ASSURING THAT THE SELECTION (A) CONFORMS TO CUSTOMER'S POLICIES AND PROCEDURES AND (B) COMPLIES WITH ALL APPLICABLE LAWS.
- 7.4. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ABOVE WARRANTIES AND THOSE SET FORTH WITHIN THE APPLICABLE TRANSACTION DOCUMENTS AND/OR MODULES ARE THE SOLE WARRANTIES PROVIDED BY BROADCOM. NO OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, INCLUDING THAT THE BROADCOM OFFERING WILL OPERATE UNINTERRUPTED OR IS ERROR FREE, OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, RELATING TO THE BROADCOM OFFERINGS, ARE MADE BY BROADCOM OR ITS SUPPLIERS.

8. INDEMNIFICATION

- 8.1. Broadcom will indemnify, have the right to intervene, defend and/or, at its option, settle any third party claims that Customer's use of the specific Broadcom Offering licensed or purchased by Customer under this Agreement infringes any valid US patent or copyright within the jurisdictions where Customer is authorized to use the Broadcom Offering at the time of delivery provided that: (i) Customer gives Broadcom prompt written notice thereof and reasonable cooperation, information and assistance in connection therewith; (ii) Broadcom shall have sole control and authority with respect to defense or settlement thereof; and (iii) Customer takes no action that is contrary to Broadcom's interest. Broadcom may, at its option and expense: (a) procure for Customer the right to continue to use the Broadcom Offering; (b) repair, modify or replace the Broadcom Offering so that it is no longer infringing; or (c) provide a pro-rated refund of the fees paid for the Broadcom Offering (directly or through the Broadcom Partner) which gave rise to the indemnity calculated against the remainder of the Term from the date it is established that Broadcom is notified of the third party claim. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. If the Broadcom Offering is Broadcom Software, and is licensed on a perpetual basis, an amortization schedule of three (3) years shall be used for the basis of the refund calculation.
- 8.2. Broadcom shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the Broadcom Offering except a modification by Broadcom, (ii) if the Broadcom Offering is not being used in accordance with Broadcom's specifications, related documentation and guidelines, (iii) if the alleged infringement would be avoided or otherwise eliminated by the use of a Broadcom published update or patch, (iv) if the alleged infringement is a result of use of the Broadcom Offerings in combination with any third party product, (v) any Deliverable provided by Broadcom in accordance with Customer's specifications, (vi) any claim relating to open source software or freeware technology that is not embedded by Broadcom into the Broadcom Offerings, (vii) any Broadcom Offering provided on a no-charge, beta, or evaluation basis, or (viii) if the applicable fees due for the specific Transaction Document have not been paid or Customer is otherwise in breach of this Agreement. The indemnifications contained herein shall not apply and Broadcom shall have no liability in relation to any Broadcom Offering produced by Broadcom at the specific direction of Customer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF BROADCOM REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER

WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

8.3. Each CA shall indemnify the Customer against all damages, fees, (including reasonable attorney's fees) fines, judgments, costs and expenses finally awarded as a result of a third party action alleging a bodily injury or death which arises under the Agreement, provided that such liabilities are the proximate result of gross negligence or intentional tortious conduct on the part of the indemnifying Party.

8.4. Reserved.

9. LIMITATION OF LIABILITY

9.1. EXCEPT IN THE CASE OF A BREACH OF CONFIDENTIALITY, TITLE, AND OF THIRD PARTY CLAIMS AND FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW. ARISING UNDER THE INDEMNIFICATION SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW A) NEITHER PARTY (INCLUDING ANY OF BROADCOM'S SUPPLIERS) SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, DAMAGES RELATING TO MONIES SAVED OR FEES GENERATED AND OR ANY LOSS OF CUSTOMER DATA BY USE OF ANY BROADCOM OFFERING, REGARDLESS OF WHETHER A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES; AND B) IN NO EVENT WILL A PARTY'S LIABILITY FOR DIRECT DAMAGES, EXCEED TWO TIMES THE AMOUNTS PAID BY CUSTOMER FOR THE BROADCOM OFFERING THAT GAVE RISE TO THE BREACH IN THE TWELVE MONTHS PRIOR TO THE DATE SUCH BREACH OCCURRED. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW. BROADCOM'S SUPPLIERS HAVE NO LIABILITY UNDER THE AGREEMENT, AND CUSTOMER MAY NOT BRING CLAIMS DIRECTLY AGAINST THEM. BROADCOM'S AGGREGATE LIABILITY FOR AN EVALUATION WILL NOT EXCEED \$5,000 USD.

10. TERM & TERMINATION

10.1. This Foundation Agreement shall continue in effect unless otherwise terminated in accordance with this section.

10.2. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, CA shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Such termination shall not relieve Customer from its obligations as set forth within the related Transaction Document.

10.3. Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have

under law or in equity with respect to any breach of this Foundation Agreement or the Agreement. In the event of termination by Broadcom for an uncured material breach by Customer, all fees shall immediately become due and payable.

- 10.4. Customer may terminate any Order (direct or indirect) for Broadcom Offerings (but in all cases excluding any hardware offerings and associated support contracts therefor) between the parties so long as such Order is governed by these terms as of the date of termination, without cause and without further charge or expense at any time, Customer's termination shall be effective immediately upon written notice to Broadcom sent to usage.reporting@broadcom.com.

On or after the termination date, with the exception of any Fully Paid-Up perpetual licenses (where the amount of "Fully Paid-Up" licenses will equal the total whole number of licenses earned prior to the termination and are assumed to be paid for equally over the initial term of the associated Support Services), Customer must either: a) delete all full or partial copies of the Broadcom Software from all computing or storage equipment, and verify such deletion in a statement signed by a Vice-President or a duly authorized representative and sent to usage.reporting@broadcom.com, or b) return to Broadcom all full or partial copies of the Broadcom Software.

Once Customer's verification or the Broadcom Software copies are received, Broadcom will pay Customer, or Broadcom Partner, a pro-rata refund of any License, SaaS/Cloud Service, Support Services, or other fees Customer or Broadcom Partner pre-paid ("Refund Fees") in accordance with the paragraph below. Refund Fees will be calculated on the number of days remaining in the term (which for the purposes of this calculation will be deemed to commence from the date Customer's verification or the Broadcom Software copies are received) of the offering eligible for the refund. If the Broadcom Software is licensed as a perpetual license and the associated Support Services is in its initial term, Customer, or Broadcom Partner as appropriate, will receive a pro-rated refund of the cash consideration paid to Broadcom based on the initial payment schedule and shall be entitled to keep the whole number of perpetual licenses Fully Paid-Up through such date, absent language to the contrary in the applicable order.

- 10.5. Notwithstanding the foregoing paragraph, if an Order is terminated without cause, neither Party shall have further obligations under the Agreement with respect to such order, except that the Parties shall remain bound by the obligations within the survival sections of the Agreements. Refund Fees will be paid within sixty (60) days to Customer (or Broadcom Partner who will process the invoicing or reimbursement of fees to Customer as appropriate and under the commercial terms between the Broadcom Partner and Customer), from the date Customer's verification or the Broadcom Software copies are received, and any unpaid fees reflecting the Broadcom Offerings delivered prior to the termination date shall become immediately due.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. Choice of Law; Venue.

The Agreement will be governed by the Federal laws of the United States. The Agreement will not be governed by the following, the application of which is hereby expressly excluded: (a) the conflict of law rules of any jurisdiction, (b) the United Nations Convention on Contracts for the International Sale of Goods, and (c) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction. The Parties further agree to accept service of process in accordance with the rules/procedures of the arbitral body or relevant court (as applicable), except that the Parties hereto irrevocably waive any objection that service of process must conform to the Hague Service Convention or other applicable law or treaty regarding service of process.

11.2. Reserved.

12. GENERAL TERMS

- 12.1. Amendments. The terms of the Agreement may only be amended by mutual written agreement of the Parties.
- 12.2. Force Majeure. In accordance with FAR Clause 52.212-4(f), Except for payment obligations and obligations pertaining to non-disclosure, notwithstanding any contrary provision in the Agreement, neither Party will be liable for any action taken, or any failure to take any action required to be taken, in the event and to the extent that the taking of such action or such failure arises out of causes beyond a Party's control, including, without limitation, war, civil commotion, act of God, pandemic, epidemic, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal).
- 12.3. Order of Precedence. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) the Transaction Document; (2) Broadcom's global Data Processing Addendum (DPA) to the extent one is in place between the Parties, (3) the applicable Specific Program Documentation or SaaS Listing, (4) the relevant Module; (5) this Foundation Agreement. Notwithstanding this Order of Precedence, any terms that may appear on a Customer's purchase order that vary from the Agreement (including without limitation pre-printed terms) shall be deemed null and void
- 12.4. Independent Contractors. The Parties expressly agree that the relationship between them is that of customer-independent contractor.
- 12.5. **Personal Data**
- 12.5.1. **Broadcom as Controller.** Related to the provision of the Broadcom Offerings, Broadcom may process limited Personal Data as a controller in accordance with, and for the purposes defined in, Broadcom's Privacy Policy available at <https://www.broadcom.com/privacy> in compliance with applicable data protection laws. Those purposes include: (i) management of Customer relationship; (ii) sales administration; (iii) communications related to technical support, new versions or updates; (iv) marketing of Broadcom Offerings; (v) development of threat intelligence for the purposes of ensuring fraud prevention and network and information security; (vi) development and enhancement of the Broadcom Offerings; and (vii) compliance with applicable laws and regulations. A copy of the Privacy Policy as of the December 12, 2024 is attached as Exhibit [A].
- 12.5.2. **Broadcom as Processor.** Where Broadcom processes Personal Data within Customer Data on behalf of Customer, Broadcom's global Data Processing Addendum (DPA) , located at <https://www.broadcom.com/privacy>, applies. If Customer procures the Broadcom Offering through a Broadcom Partner, the Broadcom Partner shall be responsible for entering into a relevant data processing agreement with Customer. Customer shall not be required to comply with the requirements of any laws that do not apply to the Federal Government.

- 12.6. Assignment. Neither Party shall assign the Agreement or any of its rights or delegate any of its duties under the Agreement, either by operation of law, agreement, or any other process, without the prior written consent of the other Party. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void.
- 12.7. Import/Export. Customer acknowledges that the Broadcom Offering(s) is subject to import and export laws and regulation, including in the specific case of the U.S. the Export Administration Regulations, and agrees to comply with all applicable import and export laws and regulations. Customer agrees that the Broadcom Offering(s) will not be exported, reexported or transferred in violation of export control laws or used for any purpose connected with chemical, biological or nuclear weapons or missile applications, nor be transferred or resold, if Customer has knowledge or reason to know that the Broadcom Offering(s) are intended or likely to be used for such purpose. Customer represents and warrants that: (a) Customer and any Authorized User, are not, and are not acting on behalf of: (1) any person who is a citizen, national, or resident of, or who is controlled by, the government of any country to which the United States has prohibited export transactions; or (2) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List, or any similar applicable designated persons list.
- 12.8. Legal Compliance. Both Parties shall comply with applicable federal, state, local laws, regulations and ordinances, and all other applicable laws and regulations in the performance of this agreement and use of any Broadcom Offering. Broadcom may temporarily suspend performance if Customer is in violation of applicable laws, regulations, or ordinances or in the event of a security risk to a Broadcom Offering or its users
- 12.9. Critical Applications. The Broadcom Offerings are not fault tolerant and use of the offerings is prohibited for on-line control equipment in hazardous environments requiring fail-safe performance, such as the operation of aircraft navigation or aircraft communications systems, air traffic control, life support systems, human implantation, nuclear facilities or systems, weapons systems, or any other application where failure of the offering could lead to death, personal injury, or severe physical or environmental damage.
- 12.10. Announcements. Neither Party may issue press releases relating to the Agreement without approving the content with the other Party. Either Party may include the name of the other Party in lists of customers or vendors in accordance with the other Party's standard guidelines and to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.
- 12.11. Notice. Any notice required or permitted by the Agreement shall be given in writing, will refer to the Agreement and will be personally delivered or sent by a reputable overnight courier service (e.g., FedEx, UPS, DHL, etc.), electronic transmission (email or posting to a Broadcom customer portal) or registered or certified mail (return receipt requested) to the other Party's legal department at the address set forth in the Agreement, or such other address as is provided by notice as set forth herein. Notices shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.
- 12.12. Headings. The section headings used herein are for information purposes only and shall not affect the interpretation of any provision of this Agreement.

- 12.13. Validity. In the event any term or provision of the Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.
- 12.14. Third Parties. This Agreement shall not create any rights in favor of, or any obligations owed by, any third party unless otherwise expressly defined in any Module. The Parties agree that any action arising from this Agreement shall solely be brought by Customer or Broadcom.
- 12.15. Waiver. Waiver of a breach of the Agreement will not constitute a waiver of any later breach.
- 12.16. Survival. Sections pertaining to Dispute Resolution, Choice of Law, Confidentiality, Title, Warranty, Limitation of Liability, Termination, and Import Export shall survive termination of this Foundation Agreement.
- 12.17. Entire Agreement. The Agreement and all documents incorporated by reference therein shall comprise the entire agreement as pertaining to the subject matter thereof and all other prior representations, proposals, and other such information exchanged by the Parties concerning the subject matter is superseded in their entirety by the Agreement.

Software Module

1. INTRODUCTION

- 1.1. This Module for Broadcom Software ("**Software Module**") between the applicable Regional Broadcom Entity set forth in the referencing Transaction Document, a Broadcom Inc. company, ("**Broadcom**"), and Customer, ("**Customer**"), is effective on the date set forth in the referencing Transaction Document and specifies the terms and conditions which apply to Broadcom Software that Broadcom will license to Customer and the Support that applies.
- 1.2. This Software Module incorporates by reference the terms of the Foundation Agreement effective on the date set forth in the referencing Transaction Document between Broadcom and Customer (or Broadcom Partner). Any capitalized terms used in this Software Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

- 2.1. "**Authorized End Users**" means Customer, Customer Affiliate(s) and their employees and independent contractors (but excluding any outsourcer, facilities management provider, managed service provider, or application service provider unless Customer explicitly takes full responsibility and liability for such party's act and omissions) that are bound by terms and conditions no less restrictive than those contained herein and are acting on behalf of Customer and not a third party.
- 2.2. "**Authorized Use Limitation**" or "**Meter**" means the quantity of the Broadcom Software licensed in accordance with the License Metric specified in the Transaction Document.
- 2.3. "**Distributed Software**" means the Broadcom Software that is generally used for independent usage across individuals systems or hardware based on the License Metric in a decentralized form of computing, which is not listed as 'Mainframe' on Broadcom's price lists.
- 2.4. "**Hardware**" means the Broadcom provided physical hardware device or server.
- 2.5. "**License Metric**" means the specific criteria for measuring the usage of the Broadcom Software (such as MIPS, CPUs, Cores, tiers, servers, or users).
- 2.6. "**Mainframe Software**" means Broadcom Software that is generally used for a large capacity processor that provides links to users through less powerful devices such as workstations or terminals based on the License Metric in a centralized form of computing, which is designated as 'Mainframe' on Broadcom's price lists.
- 2.7. "**Perpetual License**" means a license to use Broadcom Software for an indefinite period subject to compliance with the Agreement.
- 2.8. "**Subscription**" or "**UMF**" (Usage and Maintenance Fee) license means a license to use Broadcom Software for a specific period of time which shall include Support unless otherwise stated in a Transaction Document.
- 2.9. "**Support**" (which may also be referred to as "**Maintenance**") means technical support for the Broadcom Software. Support may also contain "**Content Updates**" provided by Broadcom for use with the Software intended to be updated, including, but not limited to, data, signatures, definitions, rules, policies, and URLs used by the Broadcom Software, and may include content produced as a result of Customer's use of the Broadcom Software.

- 2.10. **“Territory”** means the geographic region (Americas, EMEA, APAC) where Customer is authorized to install the Broadcom Software as indicated by the “Ship To” location in the Transaction Document, unless more broadly or narrowly granted in the Transaction Document. Americas is defined as the continents of North and South America. EMEA is defined as the continents of Europe (including the surrounding islands such as UK and Ireland) and Africa, and the Middle Eastern countries in the continent of Asia, south of, and including Turkey and west of Iran. APAC is defined as all countries not in Americas or EMEA geographic regions.

3. SOFTWARE OFFERING & OBLIGATIONS

- 3.1. Subject to the Customer’s compliance with the Agreement, Broadcom grants the Customer a limited, nonexclusive, non-transferable license in object code form, for the Term to:
- 3.1.1. Install and deploy the Broadcom Software in the Territory up to the Authorized Use Limitation.
 - 3.1.2. Permit Authorized End Users to remotely use the Broadcom Software for Customer’s and Customer Affiliates’ internal business wherever located. Customer hereby expressly agrees that a breach by an Authorized End User of the Agreement shall be considered to be a breach by and the responsibility of the Customer.
 - 3.1.3. Excluding Software in the VMware product family, make a reasonable number of copies of the Broadcom Distributed Software for disaster recovery “cold standby”, backup and archival purposes. Use of such copies is limited to testing Customer’s disaster recovery procedures and effectiveness and as is necessary during any reasonable period subsequent to the occurrence of an actual disaster during which Customer cannot operate the Broadcom Software.
 - 3.1.4. Make a reasonably necessary number of copies of the Broadcom Mainframe Software for disaster recovery purposes and use of such copies at another machine(s), provided the use of such copies shall be limited to:
 - (a) Conducting limited testing of the DR Plan’s procedures and effectiveness so long as z/OS is not actively running except during such testing and such testing shall not exceed ten consecutive days in duration and shall not occur more than three times per annum; and
 - (b) The period subsequent to the occurrence of an actual disaster during which Customer cannot operate the Broadcom Mainframe Software in normal operations at a Customer Site and must invoke its DR Plan (as defined below).

Customer represents it has a disaster recovery plan with respect to its sites and the Broadcom Mainframe Software (“**DR Plan**”). The rights provided in subsection (a) above are conditioned upon Customer providing, in writing, the machine-type, model and serial number, for each machine used for disaster recovery purposes. Customer agrees to inform Broadcom of all disaster recovery tests seven (7) days prior to the test occurrence. After a disaster recovery test period, Customer shall run the IBM SCRT for ISV Programs to report the usage of Broadcom Mainframe Software during the test and shall submit to Broadcom at scrt.broadcom.com no later than ten (10) days after the end of the calendar month in which the test occurred.

Customer agrees to keep Broadcom informed, at Broadcom’s request, of the identity and address of any third party providing services in the testing or execution of Customer’s DR

Plan and Customer shall require any such third party to agree, in writing, to the confidentiality and restricted usage provisions contained in this Agreement and to furnish such further factual confirmations with respect to its disaster recovery procedures as Broadcom may reasonably request from time to time. In no event may any disaster recovery facility under the ownership, operation or control of any third party be deemed to be a Customer site hereunder nor shall any such third party be considered a third party beneficiary for the purposes of this Agreement.

- 3.1.5. Relocate Broadcom Software to a new Customer location within the Territory upon prior written notice.
- 3.2. The Broadcom Software may be provided under terms and conditions, use Meter(s) and model(s) set forth within Specific Program Documentation (“**SPD**”) identified in applicable Transaction Document(s). The Broadcom Software's specifications, product use rights and specified operating environment information may be found in the Documentation accompanying the Broadcom Software, if available (e.g., a user manual, user guide, or readme.txt or notice.txt file). The SPD and/or Product Use Rights form an integral part of applicable Transaction Document and are incorporated by reference. If the applicable version of the Software is not specifically listed within the applicable Transaction Document, the SPD and/or Product Use Rights for the most recent prior version shall apply.
- 3.3. The grant of license is contingent upon Customer’s compliance with the following obligations set out under this provision and Customer agrees that, except as expressly set forth in the Agreement or to the extent permitted by applicable law, it shall not: (i) make available, provide or sub-license the Broadcom Software or its results/outputs in any form other than to Authorized End Users, (ii) make any use of the Broadcom Software for which it has not paid, (iii) cause or permit de-compilation, reverse engineering, or otherwise translate or derive source code from all or any portion of the Broadcom Software; (iv) modify, unbundle, enhance or create derivative works of the Broadcom Software and/or Documentation; (v) rent, sell, lease, assign, or transfer the Broadcom Software or use the Broadcom Software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party; (vi) remove any proprietary notices, labels, or marks on or in any copy or version of the Broadcom Software or Documentation; (vii) claim any rights in the Broadcom Software other than its right to use, (viii) export or use the Broadcom Software in violation of US or other applicable laws and regulations, or (ix) use the Broadcom Offerings for any prohibited end use, such as for nuclear technology applications, missile, or other military guidance systems and biological weaponry, or major radiation exposure field applications. Any right that is not granted to Customer under this Software Module, the Foundation Agreement or a Transaction Document is reserved to Broadcom. Customer may not use the Software in an electronic communications network that is used wholly or mainly for the provision of publicly available electronic communications services (“**Public Network**”) in a manner that violates the rights to privacy or freedom of expression as outlined in the Universal Declaration of Human Rights and the International Covenant on Civil and Political Rights (collectively, “International Human Rights Standards”), of any individual user who directly accesses the Internet or otherwise transmits data through a Public Network, provided the foregoing shall not limit use of the Software in a Public Network to restrict, monitor, collect or process data accessed or transmitted by individual users based upon exceptions to the rights of privacy or freedom of expression that are recognized by International Human Rights Standards. In order to better understand and meet its customers’ needs, Broadcom may collect, use, analyze and retain Customer’s metadata, system topography information, and/or operations data and, in a confidential and anonymous manner,

aggregate such data with similar usage data of other Broadcom customers.

3.4. Reporting and Audit.

3.4.1. Customer agrees to provide verified reports and records reasonably requested by Broadcom to verify Customer's compliance with the Authorized Use Limitation and License Metric defined in the Transaction Document. These reporting and verification obligations remain in effect during the Term of the Broadcom Offering and for twelve (12) months thereafter. Customer agrees that, upon thirty (30) days' prior written notice, subject to Government security requirements, provided to and accepted by Broadcom, Broadcom or an independent third party may audit Customer's compliance with the Foundation Agreement, Software Module and the Transaction Document, remotely or at Customer's facilities. Customer shall cooperate in good faith with such audit, which Broadcom agrees will be confidential, and commercially reasonable in nature and time. If Customer's self-verification or Broadcom's audit reveals any unpaid or unlicensed use, Broadcom shall provide written notification to Customer and within thirty (30) days of such written notification, Customer shall order at Broadcom's then-current list price, a sufficient number of such Broadcom Offering(s) and any applicable Support to cover its past or current use in excess of the Authorized Use Limitation and License Metric.

3.4.2. For all Broadcom Mainframe Software, Customer shall additionally provide to Broadcom via upload to scrt.broadcom.com within ten (10) days after the end of each month the IBM SCRT product report for ISV programs for Customer's z/OS mainframe machines, wherever located and whether owned or leased by Customer and any Affiliate or any outsourcing partner, including all disaster recovery machines. For Customers running Broadcom mainframe VSE products, Customer shall provide the ISV SCRT for z/VSE report annually on or before each anniversary date via upload to scrt.broadcom.com. For Customers running Broadcom Mainframe VM products, Customer shall provide a listing of the model, serial number and LPAR names of each CPU located at, or remotely accessing each Customer site to CA annually on or before each anniversary date via upload to scrt.broadcom.com. Customer shall retain all SMF type 70 and 89 records for twelve (12) months. These reporting and verification obligations remain in effect during the Term and three months thereafter, and upon request up to twelve (12) months thereafter.

3.4.3 Software from the VMware Cloud Foundation business unit ("VCF Software") shall require, when explicitly noted in the applicable SPD, Customer to provide Broadcom with a regularly-scheduled verified report detailing Customer's installed base and license compliance for such VCF Software using the format and process specified by Broadcom from time to time ("Compliance Report"). In order to fulfill such reporting requirements, Customer must ensure that the Compliance Report files generated by the applicable VCF Software are either transmitted by the software or uploaded by Customer on the schedule required in the SPD and in accordance with the product Documentation. The VCF Software Documentation and SPD set forth any impacts to the product functionality or other consequences of Customer's failure to transmit or upload a timely, unaltered Compliance Report. Customer assumes any and all risks associated with the loss of any and all functionality and access to updates, upgrades and patches when caused by Customer's failure to provide timely, unaltered Compliance Reports. Furthermore, Customer agrees that starting ten (10) business days from the date that a Compliance Report becomes overdue, Broadcom shall have the additional right to conduct a license compliance audit by giving Customer five (5) days' prior written notice. In the event of such audit, Customer shall promptly allow access to all systems and records necessary for a full and complete audit of Customer's use of the VCF Software, whether remotely or at Customer's

facilities, and Customer shall pay for all reasonable costs and expenses incurred by Broadcom in the enforcement and carrying out of this audit right. Customer understands and agrees that the submission of Compliance Reports and the cooperation with Broadcom's audit rights are material provisions of this Agreement and that these reporting and audit rights are in addition to all other similar rights and remedies agreed to between the parties

- 3.5. Customer may request licenses to the Software that may be used only to upgrade or replace hardware, change data centers, or upgrade to a newer version of the Software ("**Migration Licenses**"). Customer may only use Migration Licenses for the period granted by Broadcom. Migration Licenses to the Software are provided "AS IS" without indemnification, support, or warranty of any kind, express or implied. Broadcom's aggregate liability (excluding indirect damages, for which Broadcom expressly disclaims all liability) for any claim arising from Customer's use of the Migration Licenses will not exceed \$5,000 USD.
- 3.6. If the Broadcom Software is provided to Customer for evaluation purposes Section 3.1 (License Grant) is replaced with the following:
 - 3.6.1. Broadcom grants to Customer a non-exclusive, temporary, royalty-free, non-assignable license to use the Broadcom Software solely for internal non-production evaluation subject to the applicable SPD and/or Product Use Rights supplement. Such evaluation license shall terminate (i) on the end date of the pre-determined evaluation period or (ii) sixty (60) days from the date of initial installation of the Broadcom Software, if no such evaluation period is pre-determined ("**Evaluation Term**"). Customer is solely responsible to take appropriate measures to back up its system and take other measures to prevent any loss of files or data. The Software may contain an automatic disabling mechanism that prevents its use after a certain period of time. Upon expiration of the Evaluation Term, Customer must cease use of the Broadcom Software and uninstall or destroy all copies of the software. Broadcom shall accept no liability for Customer's use of the Broadcom Software for evaluation purposes. All other terms and conditions of this Agreement shall otherwise apply to Customer's evaluation of the software.
 - 3.6.2. THE SOFTWARE PROVIDED FOR EVALUATION MAY NOT BE TRANSFERRED AND IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE ACCOMPANYING SOFTWARE DOCUMENTATION IS PROVIDED FOR THE PURPOSE OF DESCRIBING THE SOFTWARE; BROADCOM DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR OTHER BROADCOM COMMITMENTS, OBLIGATIONS, OR LIABILITIES, IN SUCH SOFTWARE.

4. **HARDWARE OFFERING AND OBLIGATIONS**

- 4.1. The Hardware provided to Customer pursuant to a Transaction Document is to be used only with the Broadcom Software that is pre-installed or delivered for installation. Subject to Customer's compliance with this Agreement, Broadcom permits Customer to use the Hardware solely with the Broadcom Software preinstalled or delivered for installation in support of Customer's internal business operations.
- 4.2. Certain Hardware requires Customer to register a service tag prior to use in the location Customer intends to use the Hardware ("**Geographic Use Location**"). In the event Customer wishes to change Customer's Geographic Use Location, Customer may do so at no additional cost but must contact Broadcom support to re-register the Hardware tag. Any change to the Geographic Use Location and/or any service request that requires Broadcom to obtain additional information and/or validate information to acknowledge and approve warranty service entitlements may result in a delay in providing warranty service entitlements.

- 4.3. Broadcom will provide a replacement unit for any Hardware that fails to operate in accordance to published configuration and technical specifications within the first three (3) business days after installation, provided that such installation must be completed within thirty (30) days from the date of shipment. Failure to operate does not include cosmetic or other defects that do not directly affect the Hardware's performance. Units which fail to operate must be identified as such by either a Broadcom technical support engineer or an authorized Broadcom representative. A new, like-model replacement unit will be shipped using commercially reasonable means to ship the replacement Hardware. Broadcom will aim to ship within five (5) business days from receipt of notification of product failure, subject to product availability. Delivery is dependent on destination and may be impacted by delays in customs that are beyond the control of Broadcom or its carriers. Customer is responsible for reading and complying with the return instructions included with the replacement Hardware. Broadcom shall not be responsible for any software, firmware, information or data provided by Customer or a third party that is contained in, stored on, or integrated with, any hardware component returned to Broadcom for repair or replacement, whether or not under warranty.
- 4.4. If Hardware is provided to Customer for evaluation, Customer will: (i) safeguard and protect the Hardware, (ii) not loan the Hardware to a third-party, (iii) not allow any lien to be imposed upon the Hardware, and (iv) be responsible for any damage to the Hardware beyond normal wear, including replacement cost if the Hardware is stolen or lost.

5. SUPPORT OFFERING

- 5.1. If Support is purchased as set forth within a Transaction Document, Broadcom will provide Customer with purchased Support in accordance with the guidelines attached hereto and as may be updated from time to time at:
<https://support.broadcom.com/web/ecx/support-content-notification/-/external/content/release-announcements/CA-Support-Policies/6933> (or successor URL). If a renewal fee for Maintenance is identified on a Transaction Document, then upon execution of a written order for Maintenance, Broadcom may automatically invoice Customer for such renewal.
- 5.2. If Content Updates are included as part of Maintenance, Customer is granted the right to receive and use Content Updates as and when they are made generally available, for the Maintenance term, and only for the quantity, indicated on the applicable Transaction Document(s). This Agreement does not otherwise give Customer the right to obtain or use Content Updates, and any unauthorized access to or use of Content Updates is deemed a breach of this Agreement. Upon expiration or termination of the Maintenance Term, Customer must uninstall any Software component that facilitates the receipt of Content Updates and use of Content Updates after expiration or termination of the Maintenance term is a material breach of this License Agreement.
- 5.3. Software Updates/Upgrades, as provided pursuant to guidelines, may only be obtained for the Authorized Use Limitation or quantity indicated in the applicable Transaction Document. Any Software Updates/Upgrades to an existing license do not modify or alter Customer's Authorized Use Limitation or quantity. If Customer is permitted to transfer its licenses to a different Broadcom Software title, then Customer may receive a new Transaction Document on the condition that Customer cease using the replaced Broadcom Software prior to use of such replacement Broadcom Software. Software Updates/Upgrades are subject to the then-current version of this agreement.

6. THIRD PARTY TERMS

- 6.1. In the event that the Broadcom Software contains third-party software components, additional terms, notices and/or information that may be applicable to such third-party software components may be found in the Documentation accompanying the Broadcom Software (e.g., a

user manual, user guide, or readme.txt or notice.txt file), and/or at legaldocs.broadcom.com (or successor URL).

7. SOFTWARE PERFORMANCE WARRANTY

- 7.1. For Distributed Software. Broadcom warrants that the Distributed Software as defined in the Transaction Document will operate materially in accordance with the applicable specifications set forth within the Documentation for a period of ninety (90) days after delivery of the Broadcom Software subject to Customer's compliance with the Agreement.
- 7.2. For Mainframe Software. Broadcom warrants that the Mainframe Software will operate materially in accordance with the applicable specifications set forth within the Documentation for the Term, subject to Customer's compliance with the Agreement.

8. SOFTWARE PERFORMANCE WARRANTY REMEDY

9.

- 9.1. If Broadcom has breached either warranty set forth in the section entitled: Performance Warranty, Customer's remedy is for Broadcom to, in consultation with Customer, to either (i) use reasonable efforts consistent with industry standards to cure the defect, or (ii) replace the Broadcom Software(s) with one that materially complies with the Documentation, or (iii) terminate the license and provide a prorata refund of the license fees paid and or Support fees. To Customer or Broadcom Partner (wherefrom the non-compliant Broadcom Offering was procured). If option (iii) applies, the pro-rata refund shall be calculated on the number of months left remaining on the Term of the applicable Transaction Document or if the Broadcom Software is licensed under Perpetual License, using (only for purposes of a refund calculation) an amortization schedule of three (3) years. The above warranty remedies are Broadcom's sole obligation and Customer's sole and exclusive remedy for the breach of the above warranty.
- 9.2. Warranty remedies are conditioned upon (i) any error or defect reported is reasonably reproducible by Broadcom, (ii) the Broadcom Software is not modified and is being used in accordance with Broadcom Documentation, and (iii) the breach is not attributable in whole or in part to any non-Broadcom product(s) or service(s).

10. HARDWARE PERFORMANCE WARRANTY

- 10.1. Broadcom warrants that the Hardware shall be substantially free from material defects in material and workmanship under normal authorized use and service and will substantially conform to the written documentation accompanying the Hardware for twelve (12) months from date of shipment (the "Hardware Warranty Period"). Any third party hardware that is (a) not manufactured by Broadcom; (b) not embedded within the Broadcom Offerings manufactured by Broadcom; or (c) identified as separate items on Broadcom's price list or quotes shall be subject exclusively to the manufacturer's warranty for such third party hardware.

11. HARDWARE PERFORMANCE WARRANTY REMEDY

- 11.1. Upon confirmation of a defect or failure of a Hardware, or component and depending on the then-current Geographic Use Location of the Hardware, Customer's sole and exclusive remedy for defective Hardware, or component thereof, if notified within the Hardware Warranty Period, shall be for Broadcom to arrange for, at its sole option and discretion, to: (i) repair or replace the defective Hardware, or component thereof, with either a new or refurbished replacement Hardware, or component, as applicable; (ii) provide onsite repair services for any defective Hardware, or component; or (iii) repair or replace any defective Hardware returned to Broadcom through Broadcom's Returned Merchandise Authorization Services process for Hardware. The

instructions on how to submit a request are detailed at <https://support.broadcom.com/web/ecx/support-content-notification/-/external/content/release-announcements/CA-Support-Policies/6933>, (or successor URL). Any repaired parts or components or replacement parts or components provided by Broadcom pursuant to any Hardware warranty service shall be warranted only for ninety (90) days, provided, however, that Customer's warranty for such part or component may become void due to improper installation or other damage to such parts or components. Customer must remove all data from Hardware before returning it to Broadcom. All defective Hardware, or any component thereof, which has been replaced, shall become the property of Broadcom. All defective Hardware, or any component thereof, which has been repaired, shall remain Customer's property. THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND BROADCOM'S SOLE AND EXCLUSIVE LIABILITY FOR BROADCOM'S BREACH OF THIS LIMITED WARRANTY.

1. INTRODUCTION

- 1.1. This Module for Software as a Service ("**SaaS Module**") between the applicable Regional Broadcom Entity set forth in the referencing Transaction Document, a Broadcom Inc. company, ("**Broadcom**"), and Customer, ("**Customer**"), is effective on the date set forth in the referencing Transaction Document, and specifies the terms and conditions which apply to SaaS that Broadcom will provide to Customer.
- 1.2. This SaaS Module incorporates by reference the terms of the Foundation Agreement effective on the date set forth in the referencing Transaction Document between Broadcom and Customer (or Broadcom Partner). Any capitalized terms used in this SaaS Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

- 2.1. "**Authorized Use Limitation**" or "**Meter**" means the limitation on usage of SaaS as measured by the Billing Metric specified in the Transaction Document.
- 2.2. "**Authorized Users**" means Customer, its employees and independent contractors and/or Customer Affiliates or as otherwise defined in the SaaS Listing, that access and use SaaS provided that they are bound by terms and conditions no less restrictive than those contained in the Agreement and solely to the extent that they are acting on behalf of Customer or Customer Affiliates.
- 2.3. "**Billing Metric**" means the metric for billing SaaS to Customer as defined in the SaaS Listing (e.g., users, transactions, etc.).
- 2.4. "**Customer Data**" means any information uploaded by Authorized Users or Customer authorizes access for processing by Broadcom on behalf of Customer in the course of accessing and using SaaS.
- 2.5. "**Data Center Region**" means a geographic region that is served by one or more hosting facilities for Broadcom SaaS. Broadcom Data Center Regions are set out in the SaaS Listing.
- 2.6. "**Force Majeure Event**" means an event that arises out of causes beyond a Party's reasonable control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal) and/or delays or outages caused by an internet service provider or independent (not a Party's subcontractor) hosting facility.
- 2.7. "**Non-Production**" means any Customer deployed environment that is not Production such as development, test, staging, demonstration, or training environments.
- 2.8. "**Production**" means the "live" environment of SaaS that Customer uses as their primary business environment.
- 2.9. "**SaaS**", "**SaaS Offering**", "**Online Service**", or "**Cloud Service**" means the version of the Broadcom software and/or type of service defined in the Transaction Document and made available to Authorized Users via the Internet.
- 2.10. "**SaaS Listing**" means the operating parameters, data and data center location(s), applicable audit standards, availability standards and any other details for the specific SaaS Offering as published or made available by Broadcom. SaaS Listings may define provisioning and management processes

applicable to the SaaS Offering, types and quantities of system resources (such as storage allotments), functional and technical aspects of the SaaS, as well as a catalogue of available service requests. SaaS listings are available at <https://www.broadcom.com/support/whyca/saas/saas-resources>.

- 2.11. **“SaaS Support”** means support of the SaaS Offering so it operates materially in accordance with the Documentation.
- 2.12. **“Scheduled Downtime”** means planned downtime of SaaS availability for periodic and required maintenance events, including but not limited to, upgrades and updates to the SaaS and data center infrastructure where Broadcom provides notice to Customer at least 72 hours in advance.
- 2.13. **“Service Level Availability”** or **“SLA”** means the targeted availability levels measured in the Production environment, as specified in the SaaS Listing which may vary according to each SaaS Offering and its component capabilities.
- 2.14. **“Security Breach”** means access to Customer Data by an unauthorized person or entity.
- 2.15. **“Subscription Term”** means the initial or renewal period of the subscription to a SaaS Offering as set out in the Transaction Document.
- 2.16. **“Trial Period”** means the period of time that Customer accesses and uses SaaS for evaluation, proof of concept, or trial set out in the Transaction Document. If no time is indicated, then the period shall be set for thirty (30) days from the effective date of the Transaction Document. For avoidance of doubt, only a Transaction Document which explicitly states that it is for trial or evaluation by the Customer shall be considered a trial use.

3. SAAS OFFERING

- 3.1. Subject to the Customer’s compliance with the Agreement, Broadcom provides Customer a nontransferable and non-exclusive right for Customer and its Authorized Users to access and use SaaS for the Customer’s internal business use during the Subscription Term in accordance with the Agreement.
- 3.2. If SaaS is provided on a trial basis, Customer agrees to access and use SaaS solely for trial and evaluation purposes during the Trial Period, in accordance with the usage restrictions set forth in the Transaction Document. At the end of the Trial Period, Customer’s right to access and use SaaS automatically expires and Customer agrees to cease accessing and using SaaS and to de-install any agents or copies of software provided as part of the SaaS and certify to Broadcom in writing that all copies or partial copies of any such software have been deleted from Customer’s computer libraries and/or storage devices and destroyed. If Customer desires to continue its use of SaaS beyond the Trial Period, Customer may enter into a Transaction Document and pay the applicable fees. DURING TRIAL PERIODS, CUSTOMER AGREES TO ACCESS AND USE SUCH SAAS ON AN AS IS BASIS AND AGREES THAT Broadcom PROVIDES NO WARRANTIES, SLAS OR INDEMNITIES ARISING OUT OF SUCH ACCESS AND USE. ANY DATA ENTERED OR CONFIGURATION OF THE SAAS DURING THE TRIAL PERIOD WILL NOT BE STORED OR AVAILABLE AFTER THE TRIAL PERIOD.

4. FEES

- 4.1. The Authorized Use Limitation and associated fees shall be as set out on the Transaction Document in accordance with the GSA Schedule Pricelist. Customer agrees that the purchase of any SaaS is not contingent on Broadcom providing any future features or functionalities.
- 4.2. For Subscription Terms that are invoiced in advance, Customer may increase the Authorized Use

Limitation or Meter amount at any time, by executing a Transaction Document for additional SaaS. If Customer's current use of a SaaS offering exceeds the Authorized User Limitation or Meter amount shown on Customer's applicable Transaction Document, then Customer, or its delegated Broadcom Partner, must promptly submit a new order for the additional use, which will be invoiced at the then-current rates, or as mutually agreed upon by the Parties, through the current Subscription Term, and the aggregate Authorized Use Limitation or Meter amount will be the basis for any renewal of the Subscription. Broadcom reserves the right to invoice Customer for any additional use, at the then-current GSA Schedule rates, if a corresponding order is not promptly received.

5. CUSTOMER DATA

- 5.1. Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data will be stored and processed in the applicable Data Center Region. Broadcom shall not access Customer's user accounts, or Customer Data, except in response to SaaS or technical issues where Customer requests or consents to such access in consultation with Broadcom. Customer acknowledges and agrees that Broadcom may use Customer Data to the extent necessary for the purposes of detecting, blocking, analyzing and reporting cyber-threats in the delivery of any Symantec product family offerings, including, but not limited to, the following purposes: (i) the development of threat intelligence resources aiming at improving the ability of networks and systems to resist unlawful or malicious actions compromising the security of information and services accessible via such networks and systems; and (ii) the development and enhancement of any Broadcom Offerings.
- 5.2. Broadcom will collect, modify and analyze metadata and/or operations data which does not contain any Customer Data, such as system log files, configuration, performance, usage data and transaction counts which relate to system utilization and performance statistics, all as deemed necessary by Broadcom.
- 5.3. Customer may access Customer Data, reports and/or information through SaaS until the end of the Subscription Term. Deletion of Customer Data will occur either (a) after the end of the Subscription Term or (b) as specified in the SaaS Listing. Customer is responsible for ensuring that it has necessary copies of Customer Data prior to expiration or termination.
- 5.4. Customer is responsible for obtaining all approvals and consents required by any third parties to use the SaaS. Broadcom is not in default of its obligations if it cannot provide the SaaS when approvals or consents have not been obtained or any third party otherwise validly prevents Broadcom from providing the SaaS. Customer is responsible for its account information, passwords and other login credentials and must notify Broadcom immediately of any known unauthorized possession or use of your credentials.
- 5.5. In case of a Force Majeure Event, Customer acknowledges and agrees that Customer Data may not be fully recoverable beyond the last restoration archive point, the frequency of which is described in the SaaS Listing.
- 5.6. Customer agrees not to provide any health, payment card, biometric, or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless it is a supported feature in the Documentation of the applicable SaaS Offering and Customer completes the appropriate agreements with Broadcom, if applicable.

6. SECURITY

- 6.1. Broadcom will maintain and administer a security policy with physical and technical safeguards

designed to protect the security, integrity and confidentiality of the Customer Data. Broadcom runs security background checks on all operations staff. Broadcom shall adhere to and subject such policies and practices to an audit under the compliance criteria defined in the applicable SaaS Listing. A copy of Broadcom's audit reports and certifications can be found at <https://www.broadcom.com/support/why-ca/saas/complianceauditreports>

- 6.2. Broadcom is not responsible for unauthorized access, alteration, theft or destruction of Customer Data arising from Customer's own or its Authorized Users' actions or omissions in contravention of the Documentation. Customer's ability to recover any lost data resulting from Broadcom's misconduct is limited to restoration by Broadcom from the most recent back-up.
- 6.3. In the event that Broadcom has determined that a Security Breach will or is likely to cause harm to the Customer or an Authorized User, Broadcom will, as promptly as practicable but in no event later than as required by law, provide Customer with notice of the Security Breach. After initial notification, Broadcom will keep Customer updated at periodic intervals on the steps taken by Broadcom to investigate the Security Breach including providing a reasonably detailed incident report, including measures to be taken by the Customer to minimize potential damages. Such report will be provided promptly following completion of the report. The Parties understand and agree that if Broadcom is prevented by law or regulation from providing such notice(s) and/or reports within the time frames, such delay shall be excused. In the event of a security risk to a SaaS Offering or its users, Broadcom may suspend Customer's use of that SaaS Offering.

7. SAAS SUPPORT

- 7.1. Customer shall be provided with SaaS Support during the Subscription Term in accordance with the applicable Broadcom Support Policy attached hereto and at <https://support.broadcom.com/> as may be materially updated from time to time or as specified in the applicable SaaS Listing. To access SaaS Support, Customer may utilize the Broadcom support website, or other site or notification mechanism as Broadcom may designate from time to time.
- 7.2. Broadcom, in its sole discretion, will provide Customer as much notification as reasonably possible and will generally aim to provide twelve (12) months' notice of the last date of an Online Service's availability. Broadcom will provide such notification to Customer's then-current business or technical contact, and/or by publication on the applicable administrator portal for the Online Service(s). Once an Online Service is no longer available, Customer will no longer have access to or use of the Online Service.

8. MAINTENANCE AND UPGRADES

- 8.1. Broadcom may make changes or updates to the SaaS, SaaS infrastructure (such as compute infrastructure, storage technology, security, technical configurations, hosting facilities within Data Center Region, etc.), or SLA that do not materially degrade the deployment and consumption of the SaaS Offering during the Subscription Term including to reflect changes in technology, industry practices, and/or patterns of system use.

9. CUSTOMER RESPONSIBILITIES

- 9.1. Customer is responsible for all activities that occur in, or are related to, user accounts including the data, information stored or transmitted when accessing SaaS. All applications residing within Customer's environment or installed on third party service provider's environments on behalf of Customer that integrate to SaaS shall be managed and supported by Customer. Customer is also responsible for managing components that are downloaded onto their environment such as web browser based software plug-ins that extend SaaS.

- 9.2. The SaaS Offerings do not include Customer configurations, nor policies and procedures implemented and set by Customer that are available through the SaaS Offering. Customer acknowledges and agrees that it is solely responsible for selecting its configurations and assuring that the selection conforms to its policies and procedures and complies with all applicable laws and regulations in jurisdictions in which Customer is accessing the SaaS Offering(s).
- 9.3. As Customer may integrate or utilize third party links to other software, hardware or other services which are associated with, or otherwise available through the SaaS, Customer agrees that it and/or Customer Affiliates, its Authorized Users and anyone acting on their behalf shall use such third party links at their sole discretion. Broadcom shall have no responsibility or liability with respect to such third party links used by Customer and/or Customer Affiliates, its Authorized Users or for any act or omission of any such third party provider. Customer must: (a) take appropriate steps to protect Customer Data; (b) notify Broadcom as soon as possible if Customer believes its account has been compromised; and (c) reasonably cooperate with Broadcom to resolve issues related to Customer's use of the Cloud Service.
- 9.4. Customer shall not: (i) make SaaS available to any third party not authorized or as otherwise contemplated by the Agreement; (ii) send or store code that can harm or result in damage to SaaS (including but not limited to malicious code and malware); (iii) willfully interfere with or disrupt the integrity of SaaS or the data contained therein; (iv) attempt to gain unauthorized access to the SaaS or its related system or networks; (v) use SaaS to provide services to third parties except as expressly permitted by the Agreement; (vi) use SaaS in order to cause harm such as overload or create multiple agents for the purpose of disrupting operations of a third party; (vii) remove or modify any program markings or any notice of Broadcom's or its licensors' proprietary rights; (viii) perform or disclose any benchmark or performance tests on the SaaS; or (ix) perform or disclose any of the following security testing of the SaaS environments or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, penetration testing or any other test or procedure not authorized in the Documentation. A breach by the Customer of its obligations under this section shall be considered a material breach of the Agreement.

10. WARRANTY

- 10.1. Broadcom warrants that during the Subscription Term, the SaaS shall perform materially in accordance with the applicable Documentation subject to Customer's compliance with the Agreement. During any Trial Period, this warranty shall not apply.
- 10.2. Customer warrants that (i) it has the right to transmit Customer Data and any data or information as may be required for the purposes of accessing SaaS, (ii) it is responsible for all activities that occur in user accounts, and (iii) it shall not misuse SaaS by sending spam or otherwise duplicative or unsolicited messages or store infringing, obscene, threatening, or otherwise unlawful material or material that is harmful to children or violates third party privacy rights.

11. WARRANTY REMEDY

- 11.1. If it is established that Broadcom has breached the above warranty, Broadcom may, at its option, (i) use reasonable efforts to cure the defect in the SaaS; (ii) replace the SaaS with SaaS that materially conforms to the specifications in the Documentation; (iii) in the event Broadcom

cannot, after commercially practicable attempts to do so, achieve the remedies in (i) or (ii), Broadcom may terminate the subscription to the SaaS and provide a refund to Customer or Broadcom Partner of pre-paid, unused fees calculated against the remainder of the Subscription Term as of the effective date of such termination. Customer must report the alleged breach of warranty with reasonable specificity in writing within thirty (30) days of its occurrence to benefit from this warranty and the remedies stated herein. The above warranty remedies are Broadcom's sole obligation and Customer's sole and exclusive remedy for breach of the above warranty.

12. SERVICE LEVEL COMMITMENT

- 12.1. The Service Level Availability is measured against reports that Broadcom runs on a regular basis based on objective criteria. Reports are available to Customer upon request. If Customer cannot access SaaS during the Subscription Term, Customer should contact Broadcom to receive SaaS Support.
- 12.2. If it is determined by Customer and confirmed by Broadcom that SaaS is unavailable beyond the default threshold identified in the applicable SaaS Listing measured on a monthly basis during three contiguous months, then Customer has the right to elect any of the remedies specified therein.
- 12.3. The following events shall be excluded from the calculation of Service Level Availability: (i) Force Majeure Event; (ii) outages due to Scheduled Downtime; (iii) outages based on Customer networks or domain name server issues; (iv) Customer's configuration, scripting, coding drafted by Customer without Broadcom's authorization or knowledge; (v) internet outages; (vi) outages requested by Customer; (vii) Customer changes to its environment which hinder SaaS production; (viii) outages to remedy a security vulnerability or as required by law and (ix) inability for Customer to log in to SaaS service because of dependence on non- Broadcom provided services or components (e.g., Lightweight Directory Access Protocol (LDAP) in Customer's environment).

Services and Education Module

1. INTRODUCTION

- 1.1. This Module for Services and Education ("**Services Module**") between the applicable Regional Broadcom Entity set forth in the referencing Transaction Document, a Broadcom Inc. company, ("**Broadcom**"), and Customer, ("**Customer**"), is effective on the date set forth in the referencing Transaction Document, and specifies the terms and conditions which apply to Services and Education that Broadcom will provide to Customer.
- 1.2. This Services Module incorporates by reference the terms of the Foundation Agreement between Broadcom and Customer. Any capitalized terms used in this Services Module shall have the meaning given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

- 2.1. "**Broadcom Intellectual Property**" includes Deliverables, business processes, software, tools, databases, data, materials, information, and any derivatives or modifications thereof, which includes, without limitation any and all patents, copyrights, trademarks, trade secrets, and other intellectual property rights therein, that are either (i) owned at any time (ii) developed independently of the Services (iii) licensed from a third party, or (iv) Modifications.
- 2.2. "**Broadcom Personnel**" means employees, sub-contractors or agents on behalf of Broadcom that have entered into confidentiality provisions no less restrictive than defined in the Agreement.
- 2.3. "**Course Materials**" means any Education content provided to Customer in any media pursuant to a Transaction Document, including without limitation, all publications, courseware, training manuals and materials, user guides, web portals, or virtual labs provided by Broadcom or a Broadcom subcontractor.
- 2.4. "**Customer Intellectual Property**" means Confidential Information and any business requirements, materials, information and/or intellectual property owned or licensed that is provided by Customer, which includes, without limitation all patents, copyrights, trademarks, trade secrets, and other intellectual property rights that may be accessed or used during the provision of Services but in all cases excludes any Broadcom Intellectual Property.
- 2.5. "**Deliverables**" means Packaged Work Product and/or other items provided to the Customer pursuant to an SOW.
- 2.6. "**Education**" means any standard or customized education offerings, training or instruction, or related services, provided by Broadcom or a Broadcom subcontractor in any format or location, including without limitation, (i) instructor led training, including at Broadcom or Customer site(s), (ii) virtual training, including online classes, courses, or course catalogues and/or (iii) class room training or testing.
- 2.7. "**Packaged Work Product**" means any Broadcom Intellectual Property developed prior to or during the Services which relates to the functionality of Broadcom Software provided to the Customer as a Deliverable pursuant to a Statement of Work.
- 2.8. "**Project Coordinator**" means the individual appointed by a Party to act as a project coordinator for each Services engagement to (i) coordinate the performance of its obligations under the Agreement, (ii) act as its representative regarding the Services, and (iii) maintain primary responsibility for communication with the other Party in relation to the Services.

- 2.9. **“Services Documentation”** means the documentation provided to the Customer pursuant to a Services engagement, including without limitation, such documentation describing the project specifications, design, configuration, architecture and testing procedures, Course Materials or installation and user guides, as applicable.
- 2.10. **“Services”** means the professional services or Education services provided by Broadcom or its designated subcontractors to the Customer as set out in the relevant SOW.
- 2.11. **“SOW” or “Statement of Work”** means a description of Services to be provided or as referenced in the Transaction Document.

3. SERVICES OFFERING

- 3.1. Broadcom will provide the Services as agreed in an SOW or Transaction Document, on the basis of time and materials, or retainer each of which will be further described in the SOW or Transaction Document.
- 3.2. Broadcom will determine the resources required for the provision of the Services.
- 3.3. Customer may request Broadcom to change any particular Broadcom Personnel assigned to the provision of the Broadcom Services upon prior written notice provided that it can show reasonable cause for such request. Broadcom will use reasonable efforts to replace such Broadcom Personnel subject to parties agreeing any impact within a change order.

4. EDUCATION OFFERING

- 4.1. Broadcom will provide Education as agreed in a Transaction Document. The Transaction Document will indicate the courses or classes ordered, fees, the number of attendees and the location of the Education services, if applicable. Customer is responsible for any travel costs and/or expenses incurred to attend Education.

5. COOPERATION

- 5.1. Each Party acknowledges that the success of the Services requires the cooperation of both Parties. Customer and Broadcom shall each assign, where appropriate, a Project Coordinator that has requisite authority to decide day-to-day questions that may arise in relation to the Services as defined in the SOW.
- 5.2. Customer acknowledges and agrees that in order for Broadcom to effectively perform the Services in a timely manner, Customer will cooperate with Broadcom by making available on a timely basis (i) management decisions, information, approvals and acceptances required by Broadcom for the completion of the Services; (ii) appropriate access to Customer facilities subject to Government security requirements, provided to and accepted by Broadcom, personnel, equipment, resources and systems; and (iii) any relevant information and documentation as necessary to facilitate performance of the Services. In addition to the above, Customer shall supply Broadcom Personnel with suitable office and work space, and normal office equipment and support, adequate computer resources (including necessary rights to third party software), internet, telephone and facsimile support as necessary to perform the Services.
- 5.3. Each Party agrees to assign competent and qualified staff to participate in the performance of the Services.
- 5.4. During the provision of Services and for six (6) months thereafter, Customer shall not actively solicit for hire, nor knowingly allow its employees to solicit for hire, any employee of Broadcom associated with the performance of Services without the prior written consent of Broadcom. This

provision shall not restrict in any way the right of Customer to solicit generally in the media for required personnel, and shall not restrict employees, contractors, or representatives of Broadcom from pursuing on their own initiative employment opportunities from or with Customer. The parties agree that violation of this provision will subject the violating party to liquidated damages consisting of an amount equal to three (3) months' salary for each hired employee solicited in contravention of this section.

6. RESERVED

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. Customer shall retain all rights in and to Customer Intellectual Property, including all Customer Intellectual Property that may be contained in the Deliverables, and such rights shall remain vested in Customer.
- 7.2. Broadcom shall retain all rights in and to all Broadcom Intellectual Property and such rights shall remain vested in Broadcom.
- 7.3. If information or materials are used by a Party in the performance of its obligations in the Agreement, such use of information or materials shall not transfer ownership of that information or materials to the other Party.
- 7.4. Customer shall have the right to modify or adapt the Deliverables excluding any Packaged Work Product as required or deemed appropriate by Customer ("Modifications"), however any such Modification shall render void any warranties or indemnities provided by Broadcom and its licensors or subcontractors.
- 7.5. Broadcom grants to Customer, a non-exclusive, limited, non-transferable license to use the Deliverables and Modifications for internal business purposes subject to terms of the Agreement. Where the Deliverables or Modifications are to be used in conjunction with Broadcom Offering then the license to use the Deliverables or Modifications shall be consistent with the usage limitations as set out in the license agreement for such Broadcom Offering.

8. WARRANTY

- 8.1. Broadcom warrants that (i) it will perform the Services and Education as detailed in the applicable SOW; and (ii) any Deliverable provided pursuant to a Transaction Document will conform to the Services Documentation for thirty (30) days from the day of delivery.
- 8.2. Customer shall provide written notice of a warranty claim within thirty (30) days of date of delivery ("Notice") of the Services or Education claimed defective or in the case of a Deliverable, the date of delivery, that gave rise to the warranty claim. If Notice is not provided to Broadcom

then the Deliverable, Services and/or Education will be deemed delivered in accordance with the warranty obligations.

9. WARRANTY REMEDY

- 9.1. In the event of a breach by Broadcom of the above Warranty section, Customer's remedy, at Broadcom's discretion and in consultation with Customer, shall be to re-perform the Services and/or Education at no additional charge to Customer or to refund the applicable fees paid to Customer (or Broadcom Partner), which correspond to the Services, applicable Deliverable or Education. These remedies are contingent upon the following: (i) that the Deliverable has not been modified by Customer; and (ii) that the alleged breach did not result from Customer's failure to abide by its obligations defined in the applicable Transaction Document or for its failure to follow the Services Documentation. To the maximum extent permitted by applicable law, the above warranty remedies are Broadcom's sole obligation and Customer's sole and exclusive remedy for breach of the above warranty.

10. CHANGE REQUEST, CANCELLING, AND RESCHEDULING

- 10.1. Upon request by Customer or Broadcom, the scope of Services may be adjusted through a mutually agreed change order defining the impact of any changes, including the fees or any other aspect of the provision of the Services.
- 10.2. Customer must provide written notice at least 10 business days prior to the start of the Services to reschedule or cancel a SOW. If Customer reschedules or cancels a SOW, Customer must pay all non-refundable expenses incurred by Broadcom.

EXHIBIT A

Privacy Policy

Privacy Notice

Effective December 2, 2024

Broadcom, Inc. and its global affiliates and subsidiaries (collectively, “Broadcom”) value your privacy. This Privacy Notice (“Notice”) describes how Broadcom collects, stores, uses, and discloses your Personal Data. “Personal Data” means any information relating to an identified or identifiable individual. “Broadcom” in this Notice refers to the relevant Broadcom company(ies) processing your Personal Data.

This Notice governs Broadcom’s collection and processing of your Personal Data in the context of your interactions with Broadcom, including where you visit Broadcom’s website (“Site”), receive marketing communications, do business with Broadcom on behalf of your organization, or are a user of a Broadcom service procured by your Organization and Broadcom collects and processes Personal Data related to your use of such service. This Notice does not apply where your Personal Data is submitted to Broadcom’s Services for processing by Broadcom on behalf of your Organization. In that context, Broadcom will process your Personal Data pursuant to the terms of the Data Processing Agreement in place between your Organization and Broadcom. This Notice does not govern Broadcom’s collection and processing of Personal Data in the context of employment or candidacy for employment.

Additional privacy information may be provided in Service descriptions, contractual terms, or supplemental privacy notices, such as the [Supplemental VMware Products & Services Privacy Notice](#). Certain Broadcom Services may have additional specific privacy notices. To the extent of any conflict, such specific term or notice shall control.

What Information Does Broadcom Collect About You and Why?

Broadcom may ask you to provide Broadcom with Personal Data about yourself in order to provide services to you. If you choose not to provide Personal Data that Broadcom has asked for, it may delay or prevent Broadcom from providing services to you. Broadcom may collect the following categories of Personal Data about you:

- personal and business identifiers and contact information such as name, job title, company name, contact, shipping and billing information, phone number, email address, photographs, and contact preferences;
- internet or other electronic network activity, i.e. technical data such as domain name, browser type and operating system, web pages you view; links you click; your device’s IP address; login data e.g. username, account number, password; the length of time you visit Broadcom’s Site; the URL or the webpage that led you to Broadcom’s Site;
- performance and usage data about your use of Broadcom’s Services; information you provide to Broadcom to receive technical assistance or during customer service interactions; your interests, demographics, experience with Broadcom’s Services, contact preferences and what you enter into any 'free text' boxes in Broadcom’s forms;
- commercial information, i.e. transactional data including credit card and payment data, transaction history; and
- Personal Data disclosed by you on message boards, chat features, blogs and other services or platforms to which you are able to post information and materials (including third-party services and platforms). Broadcom also may record its telephone or other communications with you, to the extent permitted by applicable law.

Personal Data may be required to determine access eligibility for certain restricted parts of Broadcom’s Site or services. Personal Data about you collected on-line may be combined with information provided off-line or collected from trusted third party sources.

Information Broadcom Collects Directly From You. Broadcom collects Personal Data about you when you visit Broadcom’s Site, register or subscribe for Broadcom’s services, order Broadcom’s products or services, create an account on Broadcom’s Site, request marketing or publications to be sent to you, give Broadcom feedback on Broadcom’s products, services or Site, sign up for an event or webinar, have phone calls with sales representatives, or when you contact customer support.

Information Broadcom Collects From a Third Party. Broadcom also may collect Personal Data about you from third party sources, such as someone authorized by you to act on your behalf, third-party services that you use that utilize or interact with Broadcom’s services, or where your Personal Data is provided to us by an event partner. Broadcom may also collect your Personal Data from other sources as and when permitted by applicable laws, such as public databases, joint marketing partners, and social media platforms.

Information Broadcom Collects Automatically, including via Cookies and Similar Tracking Technologies. Broadcom may automatically collect information about your use of Broadcom’s Site, or services through cookies, web beacons, and other technologies. Broadcom may combine this information with other information that Broadcom has collected about you such as your user name. Please see Broadcom’s [Cookie Notice](#).

In connection with providing the Services, Broadcom may collect, modify and analyze metadata and/or operations data, such as system log files, configuration, performance, usage data and transaction counts, from Broadcom’s software or systems hosting the Service, and from your organization’s systems, applications, and devices that are used with the Service which relate to system utilization and performance statistics.

In connection with your organization's deployment of VMware branded Services, Broadcom may automatically collect information in relation to your use of these Services. Please see the [VMware Products and Services Supplemental Notice](#) for additional information regarding the types of data collected.

How Does Broadcom Use Your Information?

Broadcom uses the information collected about you as appropriate and relevant for the following **commercial purposes**:

- to register you as a new customer;
- to enable you to order products or services, download software updates („Services“);
- to provide services to you, including programs, online services and customer support;
- to allow you to make requests, and register for customized communications programs;
- to customize the content and information that Broadcom may send or display to you;
- for marketing and promotional purposes;
- to assist Broadcom in advertising Broadcom's products and services on third-party websites;
- to follow up with you after conferences and events;
- to post testimonials on Broadcom's online properties and, subject to your consent, to use your name with your testimonial;
- to interact on third-party social networks (subject to that network's terms of use);
- to provide online communities and blogs;
- to facilitate the delivery of education and training

Such information may include among others, your name, location and business contact information, information related to the Services you are using, preferences you have selected while visiting the Site, message content and network identifiers related to contacting Broadcom or using the Site.

Broadcom uses the information collected about you as appropriate and relevant for the following **business purposes**:

- to better understand how users access and use Broadcom's Site, products, and services and for other research and analytical purposes, including data analysis, audits, fraud monitoring and prevention, developing new products or improving existing ones, enhancing, improving or modifying the Site, identifying usage trends, determining the effectiveness of Broadcom's promotional campaigns and operating and expanding Broadcom's business activities;
- to manage Broadcom's relationship with you which may include notifying you about changes to Broadcom's terms or this Notice;
- for compliance with applicable law, including laws outside your country of residence;
- to comply with legal process;
- to enforce Broadcom's contracts;
- to protect Broadcom's operations or those of any of Broadcom's affiliates;
- to defend against or pursue legal claims;
- to protect Broadcom's employees, rights, privacy, safety, security, property, facilities and/or that of Broadcom's affiliates or others;
- to facilitate the delivery of Services, including but not limited to, tracking entitlements, providing support, verifying compliance, controlling access to the Service, monitoring and ensuring the performance, security, stability and operational integrity of Broadcom's IT and Services infrastructure and preventing or addressing service or technical issues.
- to provide quality control related and staff training
- to protect Broadcom's employees, Services, Site and facilities
- to the extent necessary and proportionate to prevent fraud and ensure network and information security
- For VMware branded Services please see the [VMware Products and Services Supplemental Notice](#) for additional details on how your data is used in connection with Broadcom's provision of the Services. For more details on Broadcom's telemetry programs see for on premise products the [Customer Experience Improvement Program](#) (CEIP) and for SaaS products the [Service Usage Data Program](#) (SUDP).

Such information may include among others, your name, location and business contact information, information related to the products you are using, preferences you have selected while visiting Broadcom's website, messages content and network identifiers related to you contacting Broadcom or using Broadcom's websites.

De-Identified Data. Broadcom will not attempt to re-identify de-identified data unless it is reasonably necessary for security or fraud prevention purposes.

Sensitive Personal Data. Broadcom will only process any special categories of Personal Data (“Sensitive Personal Data”) relating to you for specific purposes outlined above or in relevant supplemental notices, because either: 1. You have given Broadcom your explicit consent to process that information; or 2. The processing is necessary to carry out Broadcom's obligations under applicable law; 3. The processing is necessary for the establishment, exercise or defense of legal claims; or 4. You have made the information public.

Biometric data

Broadcom does not collect, capture, possess, receive or process any biometric data such as retina or iris scans, fingerprints, voiceprints, or scans of hand or face geometry, and Broadcom expressly prohibits Broadcom's customers from providing any such data to Broadcom without relevant authorization, if applicable.

Broadcom does provide certain multifactor authentication services to its customers, whereby a key pair with a public and a private key is created. The private key will remain on the device used by the end user and the public key will be sent to Broadcom. If a customer chooses to enable end user biometrics for authentication purposes, such biometric data will only be stored locally on the end user's device, for use by the end user to access the private key created and retained on the end user's device. Broadcom does not collect or

have access to data that would be considered “biometric” and the public key does not derive or contain any biometric data. Broadcom only uses the public key to verify customers’ end user’s access privileges. End users may remove the public key through the product’s self-service console or it will be deleted once the Customer’s contract with Broadcom is terminated.

Legal Basis of Processing

In order to collect, use and otherwise process your Personal Data for the above listed commercial and business purposes, Broadcom may rely on the following legal bases as appropriate and relevant in the specific context:

- Broadcom’s legitimate interest in providing the Sites and making the Services available to you, provided Broadcom’s interest is not outweighed by the risk of harm to your rights and freedoms.
- Your consent, where Broadcom has obtained your consent to process your Personal Data for certain activities. You may withdraw your consent at any time by using the contextual preference tools available in the communications or in the user interfaces of the products and services Broadcom provides to you. Absent those, please contact Broadcom as explained below. However, please note that your withdrawal of consent will not affect the lawfulness of any use of your Personal Data by Broadcom based on your consent prior to withdrawal.
- To fulfill any contractual obligations, such as where you have purchased a product or service from Broadcom. For example, Broadcom may require your contact details in order to deliver your order if you have purchased a product from Broadcom.
- For compliance with Broadcom’s legal obligations where applicable laws require Broadcom to process your Personal Data.

Legal Basis of Processing Of Personal Data For The Purposes Of Fraud Prevention And Network and Information Security as part of Broadcom’s Services

Broadcom processes Personal Data for fraud prevention and network and information security purposes when providing Services. Pursuant to applicable privacy legislation, organizations have a recognized legitimate interest in collecting and processing Personal Data to the extent necessary and proportionate for preventing fraud and ensuring network and information security. Network and information security means the ability of a network or of an information system to resist events, attacks or unlawful or malicious actions that could compromise the availability, authenticity, integrity and confidentiality of stored or transmitted data, or the security of the related services offered by, or accessible via those networks and systems.

As a provider of payment security services and cybersecurity technologies and services, it is in Broadcom’s legitimate interests to collect and process Personal Data to the extent necessary and proportionate for the purposes of preventing fraudulent payment transactions (“Fraud”) and ensuring the security of Broadcom’s customers’ payment transactions and information networks and systems. This includes the development of payment transaction records and of threat intelligence resources aimed at maintaining and improving on an ongoing basis Broadcom’s ability to detect Fraud and the ability of networks and systems to resist unlawful or malicious actions and other harmful events affecting information networks and systems (“Cybersecurity Threats”).

The Personal Data Broadcom processes for the prevention of Fraud includes, but is not limited to:

- Information related to electronic means of payment and related entitlements;
- Information related to electronic payment transactions;
- Contextual signals and indicators of suspected fraud;
- Verification information to confirm or dispel suspected fraud; and
- Evidence of suspected, detected and/or confirmed fraud.

The Personal Data Broadcom processes for network and information security purposes include, without limitation, network traffic data related to Cybersecurity Threats such as:

- sender email addresses (e.g., of sources of SPAM);
- recipient email addresses (e.g., of victims of targeted email cyberattacks);
- reply-to email addresses (e.g., as configured by cybercriminals sending malicious email);
- filenames and execution paths (e.g., of malicious or otherwise harmful executable files attached to emails);
- URLs and associated page titles (e.g., of web pages broadcasting or hosting malicious or otherwise harmful contents); and/or
- IP addresses (e.g., of web servers and connected devices involved in the generation, distribution, conveyance, hosting, caching or other storage of Cybersecurity Threats such as malicious or otherwise harmful contents).

Depending on the context in which such data is collected, it may contain Personal Data concerning you or any other data subjects. In such cases Broadcom will process the Personal Data concerned only to the extent necessary and proportionate to the purposes of detecting, blocking, reporting and mitigating the Fraud or Cybersecurity Threat of concern to you, and to all organizations relying on Broadcom’s products and services to secure their payment transactions and information networks and systems. When processing Personal Data in this context, Broadcom will only seek to identify data subjects:

- to the extent that it is an inherent part of the Services Broadcom provides to its customers and is indispensable to the prevention of the Fraud and/or the remediation of the Cybersecurity Threat concerned, or
- if and as required by law.

If you believe that your Personal Data was unduly collected or is unduly processed by Broadcom for such purposes, please refer to the “Your Rights” and “Contact Broadcom” sections below. Please be aware that if it is determined that Personal Data concerning you is processed by Broadcom because it is critical for the prevention of, or the detection, blocking or mitigation of Cybersecurity Threats, then in certain cases the legitimate interest to pursue such processing may be compelling enough to override access, objection, rectification or erasure requests related to the data concerned

Automated Individual Decision-Making And Profiling

Where Broadcom processes payment transaction security or network traffic data for the purpose of fraud prevention or network and information security, automated decisions concerning particular payment transactions or cyber events may be made. This could involve in particular assigning relative payment fraud risk, respectively cybersecurity risk scores to ongoing or recent payment transactions, information network activities or system behaviors. Such automatically assigned risk scores may be leveraged by you, by Broadcom, by Broadcom's partners and by other customers to detect, block and mitigate the detected Fraud or Cybersecurity Threat. They could therefore result in said partners and customers blocking payment transactions they deem to be fraudulent, halting network traffic coming from or going to suspected or known malicious addresses. Such processing is not intended to produce any other effect than protecting you, Broadcom, Broadcom's partners and Broadcom's other customers from fraudulent payment transactions, respectively Cybersecurity Threats. Should you consider that such automated processing is unduly affecting you in a significant way, please contact directly the relevant data controller whose use of Broadcom's Services is impacting you. In case that data controller is Broadcom, please refer to the "Your Privacy Rights" and "Contact Broadcom" sections of this Notice to raise your concerns and to seek Broadcom's help in finding a satisfactory solution.

Processing Of Pseudonymous Data To Improve the Performance of Broadcom Hardware

Certain mobile devices equipped with a Broadcom GPS chip occasionally require querying Broadcom's geolocation assistance server. At the user's request when launching a geolocation service on their device, the chip will transmit to Broadcom over TCP/IP the device's then current broad city level location. In response, the server will designate to the chip the then-relevant satellites to connect to. This service reduces the time needed for the chip to achieve accurate GPS location from about 15 minutes to less than 1 minute. Broadcom does not manually access, inspect, disclose, retain, correlate or reuse any of the data associated with this service. The logs related to this service only contain the dynamic IP address from which the device connected to the service, and these logs are purged on a rolling 24-hour basis. Broadcom is not in a position to identify any individual end-user based on the information involved in this service.

To Whom Does Broadcom Disclose Your Information And Why?

Broadcom may disclose Personal Data collected about you as follows:

Site Visitors. Your user name and any information that you post to Broadcom's Site, including, without limitation, reviews, comments, pictures and text will be available to, and searchable by, all users of the Site.

Affiliates or Subsidiaries. Data Broadcom collects about you may be disclosed to Broadcom's affiliates or subsidiaries.

Unaffiliated Third Parties. Certain data about you may be disclosed to select resellers and/or distributors, particularly if you or your company have purchased through a third party before.

Service Providers. Data Broadcom collects about you may be disclosed to third party vendors, service providers, contractors or agents who perform functions on Broadcom's behalf.

Personal data collected through and for the purposes of user-requested alerts and service notifications, including but not limited to short code text messages in the U.S. and Canada, will not be disclosed, shared, sold or rented to any affiliated or unaffiliated third parties for marketing purposes.

Business Transfers. *Personal* Data Broadcom has collected about you may be transferred to another company as part of a merger, acquisition or divestiture by or of that company.

Consent. Broadcom may disclose your personal information to other recipients for any purpose with your consent.

Legal Obligations and Rights. Broadcom may disclose your Personal Data to any legally entitled recipients: (i) in connection with the establishment, exercise or defense of legal claims; (ii) to comply with laws or to respond to lawful requests or legal process; (iii) for fraud or security monitoring purposes (e.g., to detect and prevent cyberattacks); (iv) to protect the rights of Broadcom or its employees; or (v) as otherwise permitted by applicable law.

If Broadcom discloses your Personal Data, to the extent reasonably practicable and permissible, Broadcom will require its recipients to comply with adequate privacy and confidentiality requirements, and security standards.

When you visit a Broadcom Site, cookies, if any, will be used in accordance with Broadcom's [Cookie Notice](#), and in line with your cookie choices made in the cookie management tool. Broadcom does not sell your Personal Data for money, however use of some cookies may constitute "selling" or "sharing" Personal Data under the California Privacy Rights Act. If you do not wish Broadcom to "sell" or "share" your data in the meaning of the California Privacy Rights Act, you may use the Do Not Sell or Share button available in the website's cookie management tool at any time to turn off cookies. If Broadcom recognizes the Global Privacy Control (GPC) signal or Do Not Track signal from your browser, Broadcom will disable non-essential cookies. See Broadcom's [Cookie Notice](#) for more information.

What About Links To Other Websites?

Broadcom's Site and services may contain links to third party websites for your convenience. Any access to and use of such linked websites will cause you to leave the Site. Third party websites, even if potentially serving content co-branded by Broadcom, are not governed by this Notice, but instead are governed by their own privacy notices. Broadcom recommends that you check the privacy notices of every third party website you visit before providing any Personal Data. Broadcom does not control those third party websites and are not responsible for their content or their privacy practices. Thus, Broadcom does not endorse or make any legal representations about them. If you decide to access any of the third party websites linked from Broadcom's Site, you do so entirely at

your own risk.

How Does Broadcom Secure Your Personal Data?

Broadcom has implemented administrative, technical, physical, electronic, and managerial procedures to safeguard and secure the information Broadcom collects from loss, misuse, unauthorized access, disclosure, alteration, and destruction and to help maintain data accuracy and ensure that your Personal Data is used appropriately. Broadcom has a global Privacy Program. Its charter is to ensure appropriate privacy processes are in place in order to meet the practices outlined herein. Where Personal Data is processed by service providers on behalf of Broadcom, Broadcom has implemented a comprehensive process requiring those service providers to also comply with applicable data protection laws.

How Long Does Broadcom Retain Your Personal Data?

Broadcom will retain your Personal Data for the period necessary to fulfill the purposes outlined in this Notice and/or in applicable supplemental notices, unless a longer retention period is required by law.

Your Rights

Depending on your country or state of residence you may have some or all of the rights described below with respect to your Personal Data. To exercise your rights, you may:

- make use of the self-serve tools available in the products or services you are using; or
- submit your privacy request via the [Request Intake Form](#);

It is Broadcom's legal obligation to validate any request Broadcom receives before responding. The Request Intake Form linked above is specifically designed to ensure reliable and auditable request validation. Therefore Broadcom will not respond to requests that are not submitted and cannot be validated through this channel. If it is impossible for you to use any of the methods listed above, please contact the Privacy Office as indicated below to find a resolution.

Email and Marketing. In most instances, Broadcom gives you options with regard to the Personal Data you provide, including choices with respect to marketing materials. You may manage your receipt of marketing and non-transactional communications by: (i) clicking on the "unsubscribe" link in marketing emails; or (ii) checking certain boxes on Broadcom's preference center which can also be found on certain forms Broadcom uses to collect Personal Data.

Access. You may request information regarding Personal Data that Broadcom collects and holds about you and the source(s) of that information. To access your Personal Data, return to the product, service or web page where you originally entered it and follow the instructions in your user interface or on that web page. If you cannot access your information in this way, please submit your request through the appropriate Request Intake Form indicated above.

Please note that copies of information that you have updated, modified or deleted may remain viewable in cached and archived pages particularly of the Site for a limited period of time. If you request a change to or deletion of your Personal Data, Broadcom may still need to retain certain information for record-keeping purposes, and/or to complete any transactions that you began prior to requesting such change or deletion (e.g., when you make a purchase, you may not be able to change or delete the Personal Data provided until after the completion of such purchase). Some of your information may also remain within Broadcom's systems and other records where necessary for compliance with applicable law.

You can request a copy of any Personal Data Broadcom holds about you, and of which you don't already have a copy. This service is usually free of charge, although Broadcom has the right to charge a 'reasonable fee' in some circumstances;

Rectification. You have the right to request that Broadcom rectifies any inaccuracies in relation to the Personal Data Broadcom holds about you;

Erasure. In some circumstances, you have the right to request the erasure of your Personal Data or object to the further processing of your information;

Restriction of Processing. In some circumstances, you have the right to require Broadcom to restrict processing of your Personal Data;

Objection. You have the right to object to any direct marketing or to other processing of your Personal Data based on Broadcom's or on third parties' legitimate interests, unless such interests are compelling enough to override your objection;

Not to be discriminated against for exercising any of your other privacy rights. You may exercise any of your rights in this section without Broadcom discriminating against you in any way. Note however that you may be subject to differentiated treatment if and to the extent that the exercise of your rights materially impacts Broadcom's ability to provide certain services to you (e.g. if you request the deletion of your account information or access credentials, Broadcom may no longer be able to grant you access to restricted areas of Broadcom's websites). Such differentiated treatment is objectively justified and does not constitute discrimination.

Withdraw Consent. Where Broadcom relies on your consent, you may have the right to withdraw consent to Broadcom processing your Personal Data. This will not affect the processing already carried out with your consent;

Not to be subject to decisions based on automated processing. In some circumstances, you have the right not to be subject to decisions based solely on automated processing, and to obtain the human review of any such decisions that significantly affect you (please refer to the earlier section on automated decision making); and

Complain. If you have a complaint, Broadcom would appreciate the chance to address your concerns; please contact Broadcom using the options provided under “Contact Broadcom”. You may also lodge a complaint with the supervisory data protection authority in the state where you live, work or where an alleged infringement of applicable data protection law occurred

Competent Supervisory Authorities. Broadcom is a business that operates various activities across a number of jurisdictions. Broadcom has identified the Data Protection Commission (“DPC”) in Ireland as its Lead Supervisory Authority in relation to compliance with the EU General Data Protection Regulation (GDPR).

How Are Cross-Border Transfers of Data Performed?

Subject to your permission or as permitted by law, the Personal Data that you provide to Broadcom may be transferred within Broadcom across state or country borders. This may be done to consolidate data storage or to simplify the management of customer information. Broadcom has adopted globally recognized privacy principles and safeguards and only collects and/or transmits your Personal Data to the extent it is reasonably necessary to conduct business and perform requested services. Broadcom and its service providers comply with applicable legal requirements providing for adequate safeguards protection of Personal Data transferred to countries outside of the country of collection or residence.

In certain cases, where Personal Data is transferred to countries that do not offer an adequate level of Personal Data protection according to the country of collection or residence, such transfers are covered by alternate appropriate technical, organizational and contractual safeguards, specifically the Standard Contractual Clauses (issued by the European Commission or the UK’s Information Commissioner’s Office). If applicable to you, you may obtain copies of such safeguards by contacting Broadcom. Where local legislation requires your consent to perform international data transfers, the Company will obtain your consent prior to the transfer.

Data Privacy Framework. Broadcom Inc., Broadcom Corporation, Avago Technologies US Inc., CA, Inc. and VMware LLC are participating in the [Data Privacy Framework \(“DPF”\) Program](#). As part of Broadcom’s participation in the Data Privacy Framework, if you have an inquiry or complaint regarding Broadcom’s privacy practices in relation to Broadcom’s DPF certification, Broadcom encourages you to first contact Broadcom at data.privacy (at) broadcom.com. In cases of onward transfers to third parties, Broadcom remains liable to you.

You may also refer a complaint to your local data protection authority, and Broadcom will collaborate with them to try to resolve your concern.

Broadcom complies with the EU-U.S. Data Privacy Framework (EU-U.S. DPF) and the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF) as set forth by the U.S. Department of Commerce. Broadcom has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (EU-U.S. DPF Principles) with regard to the processing of personal data received from the European Union and the United Kingdom in reliance on the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF. Broadcom has certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework Principles (Swiss-U.S. DPF Principles) with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF. If there is any conflict between the terms in this privacy notice and the EU-U.S. DPF Principles and/or the Swiss-U.S. DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework (DPF) Program, and to view Broadcom’s certification, please visit <https://www.dataprivacyframework.gov/>.

In case you do not receive timely acknowledgment of your DPF Principles-related complaint from Broadcom, or if Broadcom has not addressed your DPF Principles-related complaint to your satisfaction, please visit https://go.adr.org/dpf_irm.html for more information or to file a complaint. The services of ICDR-AAA for Data Privacy Framework are provided at no cost to you. In certain circumstances, the Data Privacy Framework provides the right to invoke binding arbitration to resolve complaints not resolved by any other means by initiating an arbitration procedure via: https://go.adr.org/dpf_irm.html.

The Federal Trade Commission has jurisdiction over Broadcom’s compliance with the EU-U.S. Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF).

Broadcom is subject to the investigatory and enforcement powers of the FTC and has the requirement to disclose personal information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

What Choices Do You Have Regarding Broadcom’s Use Of Your Personal Data?

Broadcom will not use or disclose your Personal Data in ways unrelated to the ones described above without first notifying you and offering a choice, unless Broadcom reasonably considers that Broadcom needs to use it for another reason and that reason is compatible with the original purpose. Please note that Broadcom may process your Personal Data without your knowledge or consent where it is required, or to the extent it is permitted by law.

Broadcom will provide you the opportunity to opt out of certain Broadcom communications. If you have any difficulty exercising your choices, please contact Broadcom.

How Can You Contact Broadcom?

You may exercise your rights as described in the “Your Rights” section above, or by visiting Broadcom’s [Request Intake Form](#) referenced above.

Californian Consumers may also submit their requests over the phone by calling the following toll-free number: +1 (888) 914-9661 and providing the following PIN: **904 474**.

Broadcom has a Global Privacy Officer who is responsible for privacy and data protection. If you have questions or concerns about this Notice, or the privacy practices relating to Broadcom's Site or services or wish to contact Broadcom's Global Privacy Officer, please contact Broadcom using the details below:

Company name: Broadcom Inc.

Email address: data.privacy (at) broadcom.com

Postal address: 3401 Hillview Ave, Palo Alto, CA 94304, US

What About Children?

Broadcom does not knowingly collect Personal Data relating to children. If you believe that Broadcom may have collected Personal Data from someone under the age of thirteen (13), or under the applicable age of consent in your country, without parental consent, please let Broadcom know using the methods described in the Contact Broadcom section and Broadcom will take appropriate measures to investigate and address the issue promptly.

What About California "Shine the Light" Privacy Rights?

California law, under California Civil Code Section 1798.83 (known as the "Shine the Light" law), permits Broadcom's established customers who are California residents to request information regarding the manner in which Broadcom discloses certain categories of your Personal Data to third parties, for the third parties' direct marketing purposes. California law provides that you have the right to submit a request to Broadcom at its designated address and receive the following information:

1. The categories of information Broadcom disclosed to third parties for the third parties' direct marketing purposes during the preceding calendar year;
2. The names and addresses of third parties that received such information; and
3. If the nature of a third party's business cannot be reasonably determined from the third party's name, examples of the products or services marketed.

You are entitled to receive a copy of this information up to one time per calendar year in a standardized format and the information will not be specific to you individually. Broadcom's designated email address for such requests is the one indicated in the contact details above. Broadcom reserves the right to not respond to requests submitted to addresses other than the addresses specified in this paragraph. In your request, please attest to the fact that you are a California resident. Broadcom reserves the right to require proof of residence. Please allow up to thirty (30) days for a response.

What About Changes To This Privacy Notice?

Broadcom may change this Notice from time to time, so please be sure to check back periodically. Broadcom will post any changes to this Notice on Broadcom's Site. If Broadcom makes any changes to this Notice that materially affect Broadcom's practices with regard to the Personal Data Broadcom has previously collected from you, Broadcom will endeavor to provide you with notice in advance of such change by highlighting the change on Broadcom's Site, or by sending you an email message to the email address you have provided.

Product-specific privacy information:

[Products & Services Transparency Notices](#) (Broadcom) and [Privacy Datasheets](#) (VMware).

Compliance with China's Privacy Information Protection Law (PIPL)

In addition to the provisions of this Notice, where PIPL is applicable and requires a separate consent for the processing and transfer of personal data, Broadcom will notify you separately and provide you with the details of the overseas recipient, the type of data disclosed and the purposes.

In the case of customers, partners and other contacts, to the extent that PIPL is applicable, Overseas Recipients may include the organizations listed in the third party list that can be found [here](#) or other ICT service providers functioning as Broadcom's data processors. Where Personal Data is transferred to countries that, according to Chinese authorities, do not offer an adequate level of Personal Data protection in relation to PIPL, such transfers are covered by the Chinese Standard Contractual Clauses

Under PIPL, in addition to the rights listed above, you may also have the:

Explanation. You have the right to require Broadcom to further explain the rules of processing of your Personal Data to the extent that they are unclear or not addressed in this Privacy Notice

Transfer You have the right to transfer the Personal Data Broadcom holds about you to another personal information processor as long as it is compliant under PIPL.



Support Terms

Broadcom[®] Software

Broadcom Maintenance Policy Handbook

Reference Manual

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Broadcom reserves the right to make changes without further notice to any products or data herein to improve reliability, function, or design. Information furnished by Broadcom is believed to be accurate and reliable. However, Broadcom does not assume any liability arising out of the application or use of this information, nor the application or use of any product or circuit described herein, neither does it convey any license under its patent rights nor the rights of others.

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Chapter 1: Guiding Principles

1.1 Purpose

Maintenance is designed to protect and maximize a customer's investment in Broadcom products. This policy handbook sets forth guidelines for engaging with Broadcom and describes Broadcom policies relating to the new purchase and renewal of entry-level maintenance offerings for the following Broadcom offerings:

- On-premises software (both perpetual and subscription licensing including ancillary Broadcom supplied hardware)
- On-demand software (SaaS)

The term "maintenance" refers to deliverables and activities within Broadcom's entry-level maintenance offerings, whether these were obtained as part of the Maintenance Offering associated with a perpetual license or as part of the support associated with a Subscription license.

All policies referred to herein are applicable globally, and to all Broadcom Enterprise Software customers.

Customers with questions related to any aspect of a Broadcom policy should contact their reseller, Broadcom sales representative, or Broadcom customer assistance.

1.2 Out of Scope

This policy does not apply to:

- Software products acquired by Broadcom pursuant to an acquisition of a company or product line are not included until such time as the products from such merger and acquisition are designated by Broadcom to be covered by this policy, by offering standard Broadcom maintenance/support offerings for such products.

Chapter 2: Policy

2.1 Maintenance Offerings

This section describes Broadcom's maintenance offerings and the policies related to accessing and using these offerings.

2.1.1 Entry-Level Offerings

Broadcom provides a range of entry-level maintenance offerings for its software, SaaS and hardware products.

2.1.1.1 Software Products (either Perpetual or Subscription Licensed)

Maintenance includes the following deliverables as standard for the maintenance term (if a perpetual license) or subscription term (if a subscription license):

- Essential Support
- Operational Assistance
- Security content updates (for products that require such updates)
- Version upgrades
- Product updates (patches, enhancements, fixes)
- Alternative or replacement products that Broadcom may include as part of maintenance
- Documentation
- Self-Service Support (Customer Support Portal)

An active Maintenance or Subscription Contract is required on an ongoing basis and must be renewed for software products to enable a customer to access content updates for optimal real time functionality.

Broadcom makes available Essential Support during the Maintenance and Subscription terms for all Generally Available Versions and Releases of software that Broadcom has not designated as End of Service ("EOS") or End of Life ("EOL").

Maintenance or Subscription support purchased or renewed for one license entitlement cannot be used to support a different license entitlement. If a customer applies any patches, enhancements, fixes, upgrades or tools to an unsupported license entitlement, this is a breach of Broadcom's intellectual property rights and a material breach of contract.

Maintenance and Subscription support cannot be purchased for less than 12-month term.

2.1.1.2 Broadcom Supplied Hardware

Broadcom's entry-level Hardware Support provides a comprehensive set of support options designed to meet customer hardware needs. All options (**Standard**, **Standard Plus**, **Advanced**, **Premium Plus**, and **Software Support**) include the following:

- 24x7 technical support either by phone and online
- Online resources (Customer Support Portal)
- Major, minor and maintenance releases of operating system software
- Hardware replacement services per the purchased Hardware Support option:
 - **Standard**: Return to Factory (RTF)
 - **Standard Plus**: Same Day Shipment (SDS)
 - **Advanced**: Next Business Day Delivery (NBD)

- **Onsite Advanced:** Next Business Day Delivery with Onsite Technician (NBD Onsite)
- **Premium Plus:** 4 Hour Arrival, 7 Days a Week (24x7x4hrs)
- **Onsite Premium Plus:** 4 Hour Arrival, 7 Days a Week with Onsite Technician (24x7x4hrs Onsite) A corresponding hardware support option must be ordered at time of product purchase. Hardware support options can be purchased using the desired Service Level SKU. Onsite support is not available for all locations, the request will be evaluated at purchase to confirm if the installed location has the onsite support option available.

Broadcom requires that Broadcom sourced equipment of the same product type located at a customer site, and operating under the same operational requirements, (for example, equipment in production, equipment in a lab/test environment, and so on), is covered under the same hardware support level. The level of support being renewed must match the original support contracted. Where Broadcom is supplying or has supplied an integrated solution combining Broadcom sourced hardware and Broadcom software, if either the hardware component or the software component is the subject of a Broadcom support offering then the other component must also be the subject of the appropriate level support offering.

For equipment where the hardware support level already in place at a customer site is not offered as an available option, the available support option closest to the level already under contract must be chosen. All hardware support options are not available for all equipment. Refer to the Hardware Support: [Option Availability by Product document](#). Broadcom will only provide support for hardware product(s) under a hardware support contract as identified by the serial number.

2.1.2 Partner Support

For certain Broadcom products, customers may have obtained Broadcom maintenance from Broadcom Authorized Partners and not directly from Broadcom. The Broadcom partner programs allows some partners with an existing technical support infrastructure and service business model to team up with Broadcom's Global Support Centers (GSCs) to offer technical support to end user Customers (End Users). Such providers must be certified by Broadcom, and are expected to invest in the necessary tools, training and certifications.

2.2 Essential Support Terms and Conditions

The following terms and conditions apply for Essential Support.

2.2.1 Customer Obligations

Eligibility: To remain eligible for Essential Support, you must (i) have a current Maintenance or Subscription agreement, (ii) be using a currently supported version of the Broadcom Offering, and (iii) install the Broadcom Offering in a supported configuration in accordance with the Broadcom supplied Offering documentation. Broadcom cannot provide Essential Support if you do not notify Broadcom of a problem during the maintenance term.

Communications: You agree to receive communications from Broadcom via email, telephone, and other formats, regarding Essential Support (such as communications concerning support coverage, errors or other technical issues, availability of new releases of the Service Offering or components related to the Broadcom Offering, release notes, recommendations and training options).

Technical Data: You shall provide reasonable assistance to Broadcom when receiving Essential Support, which may include providing data from the solution, or such other information as may be reasonably required by Broadcom to provide Essential Support.

Technical Contacts: Your technical contacts must be knowledgeable about the product and your environment, in order to work with Broadcom to analyze and work on support cases. If after reasonable efforts, your technical contacts are unable to diagnose or resolve the errors, they may contact Broadcom for technical support via phone or web. Your technical contacts are responsible for engaging Broadcom Technical Support and monitoring the resolution of all support requests and

escalated support cases.

Supported Configuration: You shall operate the solution in an environment that solely consists of supported operating systems, hardware platforms, software solutions and applications, firmware levels, databases, devices, device drivers, and Broadcom custom-developed scripts and other configuration elements, as defined in your documentation, or that Broadcom has otherwise approved in writing, as working in conjunction with and/or supporting the Broadcom Offering.

Data and Recovery: With regard to on premise offerings, you are solely responsible for management of your data back-up, data recovery, and disaster recovery measures. Broadcom will not be responsible or held liable for your internal processes and procedures to ensure the protection, loss, confidentiality, or security of your data or information. You will maintain an unmodified copy of all Broadcom Software and all related documentation, archival files and configuration files necessary to reinstall, reconfigure, or reconstruct any lost, altered or damaged solution. Broadcom and its authorized service representatives will not be liable for any claims and liabilities relating to or arising from a failure of a customer to comply with these requirements.

2.2.2 General Inclusions

Essential Support includes:

- Chat, telephone and online access to technical support, where available*,
- Ability to submit new incidents 24x7x365,
- 24x7x365 continuous support for Severity 1 incidents,
- 24x7x365 access to Broadcom Support Portal, and
- Interactive remote diagnostic support.

* Subject to compliance with local legal requirements, and as permitted, telephone calls may be monitored and used by Broadcom Support for training purposes.

Broadcom provides Essential Support to address problems where an offering does not substantially conform to its documentation when used in accordance with its documentation and in a supported configuration. Broadcom reserves the right to decide how a resolution may be delivered and in what time frame. If you report a problem and demonstrate a non-conformance with the offering documentation that can be duplicated by Broadcom and that is not addressed by a software update, Broadcom will aim to resolve such non-conformance. Such resolution may include a workaround or other temporary or permanent fix. In some cases, a workaround is the final resolution. Broadcom does not represent or warrant that all non-conformities of the offering will be corrected. Broadcom reserves the right to incorporate any resolutions provided to you into future versions of the offering, in its sole discretion.

Broadcom shall make available from time to time through the Customer Support Portal, at no charge to you, documentation and other resources as Broadcom determines, as well as succeeding revisions designed to enable you to install, maintain and operate the offering, as made generally available and provided by Broadcom. You will receive access to Broadcom's knowledge base on the Customer Support Portal to enable you to perform technical self-service for commonly known problems and fixes to correct such problems. The knowledge base may include technical bulletins, management tools and such other information as Broadcom provides from time to time, in its sole discretion.

All Essential Support will be provided in accordance with the processes set forth on the Customer Support Portal, including without limitation, the valid submission of cases, priority rules, information and assistance required, escalation paths, workarounds, and such other processes and information as Broadcom requires to perform the Essential Support. Please note that each problem must be represented by a unique support case.

Broadcom is not responsible for any delay or inability to provide Essential Support due to delays you cause or which are caused by network, system or telephone line problems, or by outages, including, but not limited to, power failure or surge, unsuitable physical or operating environment, improper maintenance by you or others, or failure caused by components or technology that Broadcom did not supply, or denials of service or any events outside of Broadcom's reasonable control.

2.2.3 Support Exclusions

The scope of the Essential Support is expressly included in this Handbook. Any other support is deemed excluded. Without limiting the foregoing, you shall not receive Essential Support:

- For execution of product upgrades, installation, configuration, or implementation of any Broadcom products.
- For offerings not purchased through Broadcom or an authorized reseller.
- For offerings maintained or repaired by anyone other than Broadcom personnel or Broadcom authorized representatives.
- For a problem if you failed to notify Broadcom of the problem during the maintenance term.
- For any third-party products not provided by Broadcom, including but not limited to, installation, configuration and maintenance of third-party products and interoperability of Broadcom offerings with third-party applications, or other services.
- To the extent you obtained non-Broadcom technical support through a third party provider.
- Which in the reasonable opinion of Broadcom is necessitated because the offering: (i) has been subject to deliberate act, accident, neglect or misuse, modification, improper programming, power failure or surge, unsuitable physical or operation environment or other than normal use or causes; (ii) utilizes workarounds, components or technology not provided by Broadcom; (iii) is used in a configuration which does not support such offering; or in an environment that is not approved for use with the offering, or in which Broadcom has not verified that the offering will operate; or where the offering has been tested and is known not to work, or work with limited functionality; or (iv) has not been used and maintained in accordance with the documentation, or deviates from any recommended or required operating procedures.
- In the form of solution training, security solutions enablement, security advisory, managed security or implementation services or the like, and which are available for separate purchase; unless Broadcom deems such work to be necessary to resolve a specific case.

2.2.4 Essential Support Delivery

Methods of support delivery are described in the following sections.

2.2.4.1 Technical Inquiries

24x7 continuous support is available for eligible customers for severity 1 problems only. Lower severity issues are addressed during [normal business hours](#).

2.2.4.2 Non-technical Inquiries

Customers may phone Broadcom during regional business hours or log a non-technical case 24x7 through the [Customer Support Portal](#).

2.2.4.3 How to Report a Problem

- Severity 1 problems may be logged by chat, telephone, or the Customer Support Portal, where available.
- Severity 2, 3, and 4 problems can be logged through the [Customer Support Portal](#).

2.2.4.4 Support Response Times

While problems of all severities may be logged on a 24x7 basis, case-handling priority is given to severity 1 problems. Lower ranked severities are addressed within regional business hours. Depending on the time of the day a problem is logged therefore, a response may not be provided until the next regional business day.

Problem Severity	Severity Level Definitions	Initial Call Service Level Objective
Severity 1	A problem has occurred where no workaround is immediately available in one of the following situations: (i) your production server or other mission-critical system is down or has had a substantial loss of service; or (ii) a substantial portion of your mission-critical data is at a significant risk of loss or corruption.	30 Minutes
Severity 2	A problem has occurred where a major functionality is severely impaired. Your operations can continue in a restricted fashion, although long-term productivity might be adversely affected.	2 Business Hours
Severity 3	A problem has occurred with a limited adverse effect on your business operations.	4 Business Hours
Severity 4	A problem where your business operations have not been adversely affected.	8 Business Hours

2.2.4.4.1 Assigning Severity Levels

As a designated contact, you are responsible for determining the initial severity level of each problem you log with us. The severity level reflects your assessment of the potential adverse impact to your business and needs to match the definitions described above.

If we determine that the severity level assigned to your case does not align with our definitions, we will re-categorize it to reflect those definitions. As your case progresses, the seriousness of your problem may change and may no longer match the initial severity level you assigned. In such cases, we will also reclassify your case, to reflect our definitions, and will handle your case in accordance with the corrected severity level.

2.2.4.4.2 Continuous Efforts

Eligible customers may request that Broadcom provides “continuous efforts” to work on a severity 1 case. Continuous efforts means that our technical support personnel will provide uninterrupted efforts 24 hours a day including weekends and holidays to address a severity 1 case.

If you request continuous efforts, our ability to provide such continuous efforts will depend on the availability of your designated contact to continue problem resolution. If you do not request continuous efforts, or if your designated contact is not available to help us, work on your case will stop at the end of your regional business hours and resume at the start of the next business day for your region. Continuous efforts will generally be performed in English outside of regional business hours regardless of any specific local language support which may have occurred.

NOTE: Our initial efforts will focus on making your Broadcom offering operational, and there may be temporary degradation in performance while we continue to work to address your problem. Continuous efforts apply to severity 1 problems only.

2.2.5 Case Handling

If you identify a problem with your offering, you should contact us through the [Customer Support Portal](#), chat, or [phone](#) where available (severity 1 cases only) to open a technical support case as described in [Section 2.2.4, Essential Support Delivery](#) above. Once verified as eligible for technical support, you will need to provide us with all relevant diagnostic information that we may require to replicate or address your problem—such as product or system information, log files, configuration information, error messages, and details about your releases or software version upgrades installed.

You will need to initiate a separate case for each problem, and we will assign a unique case identification number (case number) to each case in our global tracking system.

2.2.5.1 Opening a Case

When you wish to open a case, you are required to provide your Broadcom support ID or serial number. One of our technical support engineers (TSEs) will prompt you for additional information about the problem you are reporting. Broadcom uses this information to categorize your case and route it to the appropriate support staff to address the problem.

Your case will be logged in our technical services case tracking system, at the severity level indicated by you and you will be provided a case number. You will need to use this case number in all future interactions with us about that case.

2.2.5.2 Information Required

- Provide us with the following information when reporting a problem and ensure you have direct access to the systems you need us to troubleshoot:
 - Your identity
 - Your Broadcom support ID (the unique set of letters or numbers assigned at the time of purchase)
 - Company name, contact information, and location
 - Confirmation that you are a designated contact for the Broadcom product in question
 - Name, email address, phone and extension, or pager number
 - A concise summary of the problem you are experiencing:
 - Product information
 - System type and operating system/version
 - Software or hardware serial numbers
 - Network and RDBMS platform
 - System configuration
 - Software revision levels
 - Node ID/Host ID (if applicable)
 - Event and process Information:
 - Logs
 - Traces
 - Screen dumps
 - Severity level: See [Section 2.2.4.4.1, Assigning Severity Levels](#) and assign a severity level for your problem.
- Through the [Broadcom Enterprise Customer Support Portal](#) (severity 2, 3, 4 problems): When you log a case through the Broadcom Enterprise Customer Support Portal, you will need to follow this basic three step workflow:
 - Select a product
 - Provide details
 - Submit the case

2.2.5.3 Monitoring and Updating a Case

The TSE managing your case will update you on your case's status and maintain a current plan of action. You are able to monitor the status of the case and interact with the assigned TSE through the [Customer Support Portal](#).

If you need to contact technical support regarding an open case, you will need to provide your case number. You may also update your open support case or raise a case concern through [Customer Support Portal](#).

2.2.5.4 Case Closure

We will close a case under the following circumstances:

1. We have provided a solution that addresses your problem
2. You have told us that you no longer need us to work on the problem
3. We both agree to close the case
4. We have repeatedly tried to contact you about your problem and you do not respond
5. We make a good faith determination that the problem is likely not resolvable even with the investment of reasonable time and resources
6. We determine that your product is operating materially in accordance with its documentation.
7. We have explained that we may consider addressing your problem in a future release
8. We feel the problem is not caused by the Broadcom offering
9. A workaround mitigates the problem

If you still need assistance on the same problem after we have closed a case, you may open a new case, which we will cross- reference with your original case.

2.2.6 Support Resources

Broadcom offers extensive support resources.

2.2.6.1 Self-Service Options

- [Customer Support Portal](#): Your online resource for all enterprise technical support-related needs and non-technical inquiries. First-time users will need to create an account. Once logged on you can search our technical support knowledge base, or create, submit, track, manage, and close technical support cases. Learn how to log a [support case](#).
- [Knowledge Base](#): Search our technical support knowledge base to find solutions and perform self-help.
- [Documentation](#): Access product documentation including user guides, release notes, and technical briefs.

2.2.6.2 Communities Forum

[Broadcom Connect Community](#): Use the Broadcom Community forum on a 24x7x365 basis, to meet other customers to collaborate, learn and share best practices, network, and stay up to date on the latest Broadcom products. By joining a group in the Broadcom Community, you have the ability to engage in online conversations with users and stay up to date on current news and events.

2.2.6.3 Diagnostic Tools

Symantec Diagnostic tool (SymDiag): SymDiag is a multi-product, multi-language diagnostic, and security analysis utility. SymDiag is designed to provide self-help support for Symantec software technical issues, zero-day threat analysis, best practice recommendations, and proactive services to customers. If further assistance is needed, SymDiag lowers customer effort and increases support efficiency by providing automated data gathering and support case submission.

VMware Skyline: Skyline is a self-service private and hybrid cloud offering that proactively identifies potential issues and provides resolution guidance. Skyline will help you avoid problems before they occur and reduce support request time to resolution.

2.2.6.4 Subscriptions

- **Notifications:** Broadcom support alerts are subscription-based, allowing customers to subscribe and unsubscribe at any time to bulletins about any Broadcom offering. Available alerts generally include the following but may vary from product to product:
 - Hot fixes
 - Maintenance packs
 - Major and minor releases
 - New products
 - General support topics: A notification is sent for general topics such as version support policies for products, the introduction of new services, and changes to existing services.
- **Broadcom Service Status:** Subscribe to incident and maintenance notices for your Broadcom cloud service.

2.2.6.5 Language Cover

Broadcom provides technical support in English. We will use commercially reasonable efforts to provide non-English language support during regional business hours, subject to our having available resources. For more information, refer to the list of [global contact numbers](#).

2.3 End-of-Service and End-of-Life Policy

End of Service (EoS) refers to the discontinuation of a version of a Broadcom Offering while End of Life (EoL) refers to the discontinuation of a Broadcom Offering.

Broadcom may, at its sole discretion, decide to retire any Broadcom Offering from time to time. Broadcom has no obligation to provide Support Services for any Broadcom Offering (or a version thereof) after the published date for the End of Life (or the version End of Service).

Broadcom declares EoS and EoL when it determines that it will no longer:

- Sell or renew the offering,
- Provide operational or technical support, or
- Develop and provide new enhancements, features, upgrades, service packs, and fixes for the offering, including:
 - A version or release of the offering.
 - A particular operating system, platform, application, or database for the designated offering.

When a Broadcom Offering has been designated as EoS or EoL, previously published service packs and fixes will continue to be available as part of self-service support for the duration of your remaining agreed-upon Maintenance term or Subscription Support term.

Broadcom will make reasonable efforts to provide you with a minimum of a twelve (12) month notice prior to the EoS or

EoL date of a Broadcom offering or a specific version or release. These notifications may be made via Support.Broadcom.com product lifecycle page updates, or by product notifications. As available, notifications of a Broadcom offering's status may include upgrade path information. When organizations are running Broadcom offerings that are subject to an EoS or EoL notice, Broadcom strongly encourages these customers to upgrade to a GA version or release, on or prior to the EoS or EoL date. EoL notifications may include information regarding options for migrating to an alternative or replacement offering from Broadcom, if such options are available. An alternate or replacement Broadcom offering may provide similar or, in some cases, enhanced functionality.

2.4 Stabilization

Stabilization refers to the process of ending new enhancements, versions, releases, development, or service packs, but other operational and technical support features remain in effect. The features and functionality of a stabilized offering are frozen at the current version or release level.

Customers will receive notification when a Broadcom offering becomes stabilized. The notification may also include information regarding options for migrating to an alternate or replacement Broadcom offering, if such options are available. An alternate or replacement Broadcom offering may provide similar or, in some cases, enhanced functionality.

2.5 Advanced Support

For customers who require a more advanced level of support, Broadcom provides Advanced Support offerings. The focus is on timely, and accurate issue resolution by placing a product or product family expert at the center of the customer's tailored support experience.

2.5.1 Extended Support

Extended Support gives your organization the flexibility to continue to use Broadcom Software products that reach End of Service (EOS) or End of Life (EOL), and still receive the support you need as you work toward upgrading to a GA version/product. Extended Support may only be purchased for Customer's entire EOS environment. Extended Support may not be available for some Broadcom Offerings, with Broadcom deciding upon the availability of Extended Support from time to time.

2.5.2 Designated Support Engineer (DSE) / Dedicated Technical Support Engineer (DTSE)

For a specific product offering, the Designated Support Engineer or Dedicated Technical Support Engineer provides technical support, delivers case reviews, oversees environment health checks, and provides proactive services such as knowledge sharing, life cycle planning and feature optimization.

2.5.3 Support Account Manager (SAM)

For a specific product division, the Support Account Manager provides you with support experts who become familiar with your teams, use cases, and environment to deliver holistic oversight of your overall support experience including critical support management, assistance, guidance, and recommendations.

2.5.4 Technical Adoption Manager (TAM)

For a specific product division, the Technical Adoption Manager ingrains a solution expert alongside your teams to assist in identifying your business and IT outcomes along with recommendations for technical capabilities and activities needed to support success.

2.5.5 Resident

For a specific product offering, the Resident solution expert provides support advice, proactive planning, and risk management alongside your teams.

2.6 Hardware Support Requirements and Restrictions

Subject to these support terms, Broadcom will provide technical support for hardware offerings under current maintenance at the service level purchased. Broadcom only provides support for hardware purchased through an official Broadcom channel. Broadcom will not provide support nor make any support contracts available for any equipment purchased through a distribution channel not authorized by Broadcom. Broadcom provides a limited, non-transferable warranty for its hardware products. Broadcom may, in its sole discretion, provide you with diagnostic documentation, spare parts, tools, test equipment, and other material used in performing technical support. All such items remain the sole and exclusive property of Broadcom. Broadcom grants no license, title, or interest in or to such items. You must immediately return such items to Broadcom upon request or, at Broadcom's option, grant immediate access to and facilitate Broadcom's recovery of such items.

2.6.1 Same Service Level Required

Hardware of the same type located at an installed location must be covered by the same service level. You must have both the chassis and all associated components covered under the same maintenance option.

2.6.2 Same Maintenance Term

If hardware is running a subscription of certain software, then the maintenance term for the hardware must be for the same dates as the maintenance term for the software.

2.6.3 Software Updates

You may only upload software updates onto hardware if you have current maintenance for the hardware at the time of installation of the software updates.

2.6.4 Hardware Inspection

Upon prior notice, Broadcom may conduct an onsite, physical, certification inspection before the start of any technical support delivery, under these support terms, to determine whether the hardware is in good operating condition when: (i) maintenance has lapsed for six (6) months or more and you request to reinstate maintenance for the hardware, or (ii) you did not purchase maintenance when you licensed or purchased the hardware and more than twelve (12) months have lapsed. If Broadcom determines after such inspection that the hardware needs repair due to your failure to adequately maintain the hardware, Broadcom will work with your selected reseller to provide you with an estimate for repair. An inspection certification charge will be applied and invoiced by the reseller at Broadcom's then-current rate for consulting services, and travel and other expenses will be additional. Any costs associated with the hardware inspection are non-refundable.

2.6.5 Site and Service Level Validation Approval

Certain maintenance options may not be available at certain installed locations; and service level options may vary between locations or by hardware type. To confirm that Broadcom can provide the maintenance options and service levels at the applicable installed location, a review by Broadcom to determine Broadcom's ability to meet hardware

delivery times at your location for the hardware and applicable service level (Site Validation Approval) may be required if not already pre-approved by Broadcom prior to the acceptance of a maintenance order or a case. All service level commitments that include guaranteed expedited delivery times must be approved by Broadcom prior to entering into a contract for such service level options.

2.6.6 Installed Location Address Change

You must notify Broadcom in writing of any physical moves of hardware to a new location no less than ten (10) days in advance of the move. You must ensure Broadcom has accurate installed location address information for hardware covered by maintenance. Each change in hardware locations may require a new Site Validation Approval and may result in modifications to the service level available. Failure to provide accurate installed location(s) information may result in additional charges to provide technical support and delayed delivery times.

2.6.7 Hardware Replacement

Defective hardware will be replaced according to the terms of Broadcom's hardware warranty and/or your offering's maintenance service level, as applicable. All defective hardware and parts replaced by Broadcom will become the property of Broadcom.

2.6.8 Hardware Returns

You are responsible for hardware returns according to Broadcom's Return Merchandise Authorization (RMA) policy and process located at [https:// support.broadcom.com/external/content/release-announcements/CA-Support-Policies/6933](https://support.broadcom.com/external/content/release-announcements/CA-Support-Policies/6933). Broadcom reserves the right to charge you for any defective hardware that is not received at Broadcom's specified return location within ten (10) business days of your receipt of the replacement hardware. If crossing international borders, proof of shipment is sufficient for proof of return. Your failure to return hardware promptly under these support terms will result in the suspension of technical support by Broadcom. Any suspension, for any reason, will not extend the maintenance term. Prior to returning any hardware to Broadcom, you must completely erase all of your confidential or privacy related information from any storage media. Notwithstanding anything to the contrary, you shall indemnify and hold Broadcom harmless from any claim, loss, cost, expense, demand, or damage, including reasonable attorneys' fees, arising from your non-compliance with this provision.

2.7 Access to Maintenance Benefits

Customers must have current Maintenance or Subscription entitlement in order to access maintenance or support benefits including content updates, software version upgrades and technical support, both by phone and online; and in the case of hardware, hardware replacement/ repair, and operating system upgrades.

If renewal is not completed prior to expiration of the Maintenance or Subscription term, customers have no further entitlement to, and may not access any maintenance or support deliverables beyond the expiration date of the Maintenance or Subscription term.

Customers are reminded that use of Broadcom offerings is pursuant to a signed agreement or if no signed agreement, then the end user agreement published at www.broadcom.com/company/legal/licensing.

View related **policies** and **maintenance** documentation at support.broadcom.com.

Chapter 3: Additional Terms

3.1 Confidential Information

For purposes of these support terms, “confidential information” means the non-public information, provided that such information is: (a) identified or marked as confidential at the time of disclosure, or (b) if the initial disclosure is not in written or other tangible form, the confidential information will be so identified at the time of disclosure and reduced to written or other tangible form, appropriately marked and submitted as soon as reasonably practicable thereafter, but no later than thirty (30) days after disclosure. Confidential information of Broadcom shall include product architecture, product research and development plans, non-public financial data and roadmaps, whether marked as confidential or not. Broadcom or the Customer may use the confidential information that it receives from the other party solely for the purpose of performing activities contemplated under these support terms. The confidential information is otherwise treated as Confidential Information pursuant to the terms of the Agreement under which the Customer is receiving the applicable Maintenance or Subscription Support Offering.

3.2 Export Regulations

Customer acknowledges that the technical support is subject to control under U.S. law, including the Export Administration Regulations and agrees to comply with all applicable import and export laws and regulations. Customer agrees that the technical support (including documentation and technical advice) will not be exported, re-exported, resold or transferred in violation of U.S. law or used for any purpose connected with chemical, biological or nuclear weapons or missile applications, nor be transferred, if customer has knowledge or reason to know that the Broadcom Offering(s) are intended or likely to be used for such purpose.

3.3 Processing Personal Data

You acknowledge and agree that Broadcom will collect and process personal data as part of the provision, and your use, of the technical support pursuant to the Broadcom Global Privacy Statement (www.broadcom.com/company/legal/privacy). To the extent that the processing activities involved in the provision and/or your use of the technical support are subject to the EU Data Protection Legislation, then the relevant product transparency notice(s) and, where applicable, the Data Processing Addendum, made available at www.broadcom.com/company/legal/privacy shall also apply.

3.4 General Terms

Broadcom reserves the right and you consent to Broadcom’s use of subcontractors to provide Maintenance, Subscription, and Advanced Support Offerings. Broadcom reserves the right to modify, amend or withdraw any of its technical support and vary this handbook from time to time and without notice prior to the end of the then-current Maintenance or Subscription term, whether located in the Support Portal or within a contract, provided that such change shall not materially diminish the scope of technical support under these support terms. The section headings in these support terms are for convenience of reference only and shall in no way affect interpretation of these support terms.

Revision History

Maint-HB-RM108; Aug 27, 2024

- [Broadcom Supplied Hardware](#)
- [Extended Support](#)
- [General Terms](#)

Maint-HB-RM107; May 5, 2024

- [General Terms](#)
- [General Inclusions](#)
- [Support Response Times](#)
- [Advanced Support](#)

Maint-HB-RM106; July 7, 2021

- Template updates.

Maint-HB-RM105; April 26, 2021

- [Designated Support Engineer Offering](#)

Maint-HB-RM104; March 5, 2021

- [Advanced Support](#)

Maint-HB-RM103; October 30, 2020

- [Not in Scope](#)
- [Software Products \(Perpetually Licensed and Subscription\)](#)
- [General Support](#)
- [Essential Support Delivery](#)
- [Case Handling](#)
- [Advanced Support](#)

Maint-HB-RM102; August 24, 2020

- [Stabilization](#)

Maint-HB-RM101; July 22, 2020

- [Hardware Support Requirements and Restrictions](#)
- [Hardware Returns](#)

Maint-HB-RM100; July 2, 2020

- Initial document release.



U.S. PUBLIC SECTOR EXHIBIT

Last updated: 21 July 2022

If Customer is a U.S. Public Sector End User, this U.S. Public Sector Exhibit to the General Terms is incorporated into and applies to the Agreement. Section 1 applies only if Customer is a U.S. Federal End User. Section 2 applies only if Customer is a U.S. State or Local Government End User.

1. TERMS APPLICABLE TO U.S. FEDERAL END USERS.

1.1. Replace the preamble to the General Terms with the following:

By purchasing an Offering under a contract or order that incorporates this Agreement, Customer agrees to be bound by the terms of this Agreement.

1.2. Replace section 1.3 of the General Terms (Restrictions) with the following:

Restrictions. Customer may use the Offerings only for its internal use. Customer may not resell or sublicense its rights to the Offerings. Customer may not use the Offerings in an application service provider, service bureau, hosted IT service, or similar capacity for third parties.

1.3. Replace section 2.1 of the General Terms (Orders) with the following:

Orders. Subject to the requirements of General Services Acquisition Manual (“**GSAM**”) 552.238-113 where applicable, (1) Orders placed off a Federal Supply Schedule contract are binding when duly placed with Reseller and received by VMware, and (2) the term of any entitlements purchased in any such Order will commence upon Delivery. All other Orders are binding when VMware accepts them, which is deemed to occur on Delivery.

1.4. Replace section 2.2 of the General Terms (Purchase Orders) with the following:

Purchase Orders. Purchase orders do not have to be signed to be valid unless required by applicable law. Additional or conflicting terms contained in any purchase order or other business form do not apply, except to the extent that mandatory and applicable law requires the inclusion of such terms in the contract and Federal Acquisition Regulation (“**FAR**”) 52.212-4(s) (Order of Precedence) further requires that such terms take precedence over addenda to the solicitation or contract.

1.5. Replace section 2.3 of the General Terms (No Refunds) with the following:

No Refunds. All Orders are non-refundable and non-cancellable except as expressly provided in the Agreement and Federal Acquisition Regulation. Any refunds to which Customer is entitled under this Agreement will be remitted to Customer or to the VMware channel partner from which Customer purchased the Offerings.

1.6. Replace section 2.4 of the General Terms (Overages) with the following:

Overages. Customer must pay all fees for use of the Offerings, including amounts for add-on features and fees incurred based on usage. VMware reserves the right to seek recovery of any unpaid amounts in accordance with 41 U.S.C. chapter 71 (Contract Disputes) and FAR 52.233-1 (Disputes).

1.7. Replace section 2.5 of the General Terms (Direct Orders) with the following:

Direct Orders. This section 2.5 (Direct Orders) applies only to Orders placed directly with VMware. If Customer purchases entitlements to the Offerings through a VMware channel partner, terms regarding invoicing, payment, and taxes shall be as agreed between the VMware channel partner and Customer.

1.8. Replace section 2.5.2 of the General Terms (Disputes) with the following:

Disputes. All disputes, including any dispute of fees, shall be resolved in accordance with 41 U.S.C. chapter 71 (Contract Disputes) and FAR 52.233-1 (Disputes). The parties must negotiate in good faith to resolve the dispute as soon as reasonably practicable. VMware will not suspend or terminate Customer’s access to any Offering because of any unpaid disputed fees between VMware and Customer, while Customer and VMware are negotiating to resolve the dispute.

- 1.9. Replace section 2.5.3 of the General Terms (Taxes) with the following:

Taxes. Fees are exclusive of Taxes. Customer must pay or reimburse VMware for all Taxes. If Customer is required to withhold any Tax, Customer must gross up its payments so that VMware receives all sums due in full. VMware will treat Customer's contact information as the place of supply for Taxes. This section 2.4.3 does not apply to Customer to the extent that Customer is exempt from any Taxes, including for purchases under the Federal Supply Schedule.

- 1.10. Replace section 3.3 of the General Terms (Termination for Cause) with the following:

Termination. Customer may terminate the Agreement (in whole or in part) or Customer's entitlement to an Offering under the Agreement in accordance with FAR 52.212-4(l) or FAR 52.212-4(m), if applicable. Subject to, and to the extent not prohibited by, 41 U.S.C. chapter 71 (Contract Disputes) and FAR 52.233-1 (Disputes) or GSAM 552.238-114 (Use of Federal Supply Schedule Contracts by Non-Federal Entities). VMware may terminate the Agreement (in whole or in part) or Customer's entitlement to an Offering under the Agreement effective immediately upon written notice if Customer materially breaches any provision of the Agreement and fails to cure within 30 days after receiving written notice.

- 1.11. Replace section 3.4 of the General Terms (Effect of Termination) with the following:

Effect of Termination. Upon termination of the Agreement or part of it: (a) all entitlements to the applicable Offerings immediately end; (b) Customer must stop using, and destroy any copies of, those Offerings; and (c) each party must return or destroy any Confidential Information of the other party in its control (other than information that must be retained by law). Any provision that is intended by the parties to survive termination of the Agreement will survive. Except as otherwise expressly provided in this Agreement or as required by applicable law or regulation, termination of the Agreement will not entitle Customer to any credits, or exchanges, and Customer will be liable for all fees incurred as of the effective termination date.

- 1.12. Replace section 4.2 of the General Terms (Exceptions) with the following:

Exceptions. Recipient's obligations under section 4.1 (Protection) do not apply if the information: (a) is rightfully known by Recipient at the time of disclosure without any obligation of confidentiality; (b) is lawfully disclosed to Recipient by a third party without confidentiality restrictions; (c) becomes publicly available through no fault of Recipient; or (d) is independently developed by Recipient without access to or use of Discloser's Confidential Information. In addition, Customer may disclose Confidential Information to the extent that disclosure is required by law or by order of a judicial or administrative body of competent jurisdiction, provided that Customer notifies VMware of the required disclosure promptly and in writing and cooperates with VMware, at VMware's expense, in any lawful action to contest or limit the scope of the required disclosure. VMware recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

- 1.13. Replace section 7.1 of the General Terms (Indemnification) with the following:

Defense and Indemnification. Subject to the remainder of this section 7 (Indemnification) and 28 U.S.C. 516, VMware will indemnify Customer with regard to any Infringement Claim from amounts finally awarded against Customer by a court of competent jurisdiction or a government agency, or agreed to in a settlement approved by VMware, for the Infringement Claim.

- 1.14. Replace section 7.2 of the General Terms (Requirements) with the following:

Requirements. Customer must provide VMware with prompt notice of any Infringement Claim and reasonably cooperate with VMware's requests for assistance. Customer must make every effort to permit VMware to participate fully in the defense and/or settlement of any Infringement Claim.

- 1.15. Replace section 7.4 of the General Terms (Remedies) with the following:

Remedies. If Indemnified Materials become, or in VMware's reasonable opinion are likely to become, the subject of an Infringement Claim, VMware must, at its option and expense, either: (a) procure the necessary rights for Customer to keep using the Indemnified Materials; or (b) modify or replace the Indemnified Materials to make them non-infringing. If VMware determines that those remedies are not commercially feasible, Customer agrees to

terminate Customer's entitlement to the Indemnified Materials upon VMware's written request, and upon termination VMware will refund any applicable:

- (1) prepaid fees for Cloud Services or Subscription Software, prorated for the remaining portion of the then-current Subscription Term;
- (2) fees paid for Perpetual Licenses or Deliverables, less straight-line depreciation over a three-year useful life; and
- (3) unused, prepaid fees for discontinued Support Services.

Nothing in this section 7.4 (Remedies) will limit VMware's obligations under section 7.1 (Defense and Indemnification), provided that (x) Customer replaces the Indemnified Materials upon VMware making alternate Indemnified Materials available to Customer and (y) Customer discontinues use of the allegedly infringing Indemnified Materials upon receiving VMware's written request for Customer to terminate the affected entitlement. The foregoing is subject to the Government's right to require continued use of the Indemnified Materials pursuant to 28 U.S.C. 1498. In the event of such continued use, Customer agrees to notify VMware in writing and undertake at Customer's own expense the defense of any Infringement Claim against Customer, and VMware shall have no further indemnification obligation; however, VMware may participate at our own expense in the defense of any such action if the Infringement Claim is against VMware.

- 1.16.** Replace section 7.5 of the General Terms (Sole Remedy) with the following:

Sole Remedy. To the extent permitted by applicable law, this section 7 (Indemnification) states Customer's sole remedy and VMware's entire liability for Infringement Claims.

- 1.17.** Replace section 8.3 of the General Terms (Exclusions) with the following:

The limitations of liability in sections 8.1 (Disclaimer) and 8.2 (Cap on Monetary Liability) will not apply to: (a) VMware's indemnification obligations under section 7 (Indemnification); (b) either party's infringement of the other party's Intellectual Property Rights; (c) Customer's violation of section 2 of the Cloud Services Exhibit (Acceptable Use); (d) personal injury or death resulting from VMware's negligence; (e) fraud, or (g) any liability that may not be limited by law.

- 1.18.** Replace section 8.4 of the General Terms (Further Limitations) with the following:

Further Limitations. VMware's liability for any third-party software embedded into the Software or Cloud Services is subject to this section 8 (Limitation of Liability). VMware's suppliers have no liability under the Agreement, and Customer may not bring claims directly against them. VMware has no liability with respect to any Third-Party Content. Nothing in this section 8 will impair the U.S. Government's right to recover for fraud or crimes arising out of this Agreement as permitted under any applicable federal fraud statute, including the False Claims Act (31 U.S.C. 3729-3733).

- 1.19.** Replace section 11.1 of the General Terms (Transfer and Assignment) with the following:

Transfer and Assignment. Customer may not assign the Agreement or any Order without VMware's consent. VMware may assign its right to receive payment in accordance with the Assignment of Claims Act (31 U.S.C. 3727) and FAR 52.212-4(b), and VMware may assign this Agreement to the extent not prohibited by the Anti-Assignment Act (41 U.S.C. 15). Subject to the requirements of FAR 42.12 (Novation and Change-of-Name Agreements), Customer shall recognize VMware's successor in interest following a transfer of VMware's assets or a change in VMware's name. Any other attempted assignment or transfer by either party will be void. Once validly assigned or transferred, the Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

- 1.20.** Replace section 11.8 of the General Terms (Governing Law) with the following:

Governing Law. The Agreement is governed by applicable U.S. Federal laws. Conflict of law rules are expressly disclaimed. The United Nations Convention on Contracts for the International Sale of Goods does not apply. To the extent that any terms and conditions in this Agreement are inconsistent with applicable U.S. Federal law, those terms shall be deemed deleted and unenforceable as applied to Customer's Order.

- 1.21.** Replace section 11.10 of the General Terms (Third Party Rights) with the following:

Third Party Rights. Other than as expressly stated, the Agreement does not create any rights for any person who is not a party to it. Only persons who are parties to the Agreement may enforce or rely on any of its terms. Notwithstanding the foregoing, for any Orders placed with a VMware channel partner, the VMware channel partner may bring a claim to enforce the terms of this Agreement at VMware's request and on VMware's behalf.

- 1.22.** Insert the following as section 11.11 of the General Terms:

Commercial Computer Software. The Software and Cloud Services are deemed to be "commercial computer software," and the accompanying Documentation is deemed to be "commercial computer software documentation," pursuant to FAR 12.212(b) and Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202, as applicable. Any use, modification, reproduction, release, performance, display, or disclosure of the Software, Cloud Services, or Documentation by or for the U.S. Government shall be governed solely by the terms and conditions of this Agreement.

- 1.23.** Following the new section 11.11 of the General Terms (Commercial Computer Software), re-number the remainder of section 11 of the General Terms as follows:

Section 11.12 (Force Majeure)

Section 11.13 (No Agency)

Section 11.14 (Translation)

Section 11.15 (Counterparts)

Section 11.16 (Entire Agreement)

- 1.24.** Delete "Affiliate" from section 12 of the General Terms (Definitions).

- 1.25.** Replace the definition of "Delivery" in section 12 of the General Terms (Definitions) with the following:

Delivery means: (a) for Cloud Services, when VMware emails the Login Credentials to the email address associated with Customer's account; (b) for Software, when VMware notifies Customer of availability of Software for download; (c) for Support Services, upon VMware's issuance of an invoice for those Support Services; (d) for Professional Services, as specified in the applicable SOW; and (e) for shipping and delivery of physical objects, Ex Works VMware's regional fulfillment facility (INCOTERMS 2020™).

- 1.26.** Replace the definition of "Order" in section 12 of the General Terms (Definitions) with the following:

Order means an enterprise order, SOW, quote, or other ordering document for Offerings, issued by Customer to VMware or to Customer's VMware channel partner that expressly incorporates this Agreement and that is accepted by VMware described in section 2 of these General Terms (Orders and Payments).

- 1.27.** Replace the definition of "VMware" in section 12 of the General Terms (Definitions) with the following:

VMware means VMware, Inc., a Delaware corporation.

- 1.28.** Insert the following as section 2.3 of the Cloud Services Exhibit:

VMware may ask Customer to act within a reasonable time to correct a violation of this section 2 (Acceptable Use), and if Customer fails to comply with that request, VMware may temporarily suspend Customer's account pursuant to section 3.2 of the General Terms (Temporary Suspension). VMware will promptly reinstate Customer's account once the violation has been resolved.

- 1.29.** Replace section 4.2 of the Cloud Services Exhibit with the following:

If VMware makes a change that has a material, detrimental impact on Customer's use of a Cloud Service, then VMware must notify Customer prior to the effective date of that change. Customer will have 30 days following the date of that notice to terminate its entitlement to the Cloud Service. Customer may terminate its entitlement to the Cloud Service under this section 4.2 by providing VMware notice that states the effective termination date. Subject to and to the extent not prohibited by 41 U.S.C. chapter 71 (Contract Disputes) and FAR 52.233-1 (Disputes), VMware may end availability of a Cloud Service by providing at least six months' prior notice.

- 1.30. Replace section 1.1 of the Software Exhibit (License Grant) with the following:

License Grant. VMware grants Customer a non-exclusive, non-transferable commercial computer software license to: (a) deploy the number of Software licenses stated in the Order within the Territory; and (b) use the Software and the Documentation during the term of the license, solely for Customer's internal business operations and subject to the provisions of the Product Guide. Licenses granted to Customer are for use of object code only. "**Territory**" means the United States of America, including U.S. Government facilities located outside of the United States of America, unless more broadly defined in the Product Guide. For purposes of this section, "U.S. Government facilities" means any buildings, land, bases, installations, vessels, craft, and ships that are either (x) 100% owned and controlled by the U.S. Government, or (y) 100% leased to and controlled by the U.S. Government throughout the entire term of the Order.

- 1.31. Replace section 2 of the Software Exhibit (License Restrictions) with the following:

LICENSE RESTRICTIONS. Customer must not, and must not allow any third party to: (a) make the Software available in any form to any third parties, except as specified in section 1.2 of this Exhibit (Third-Party Agents); (b) transfer or sublicense the Software or Documentation to any third party, except as expressly permitted in section 11.1 of the General Terms (Transfer and Assignment); (c) modify, translate, enhance, or create derivative works from the Software; (d) reverse engineer, decompile, or otherwise attempt to derive source code from the Software, except to the extent permitted by applicable law; or (e) remove any copyright or other proprietary notices.

- 1.32. Replace section 3.1 of the Software Exhibit (Verification) with the following:

VERIFICATION. Customer must cooperate with VMware to show compliance with the Agreement. VMware (or a third party engaged by VMware) may verify that compliance at VMware's expense once in any 12-month period with reasonable prior notice and without unreasonably interfering with Customer's business activities. VMware reserves the right to seek recovery of any underpayments revealed by the verification in accordance with 41 U.S.C. chapter 71 (Contract Disputes) and FAR 52.233-1 (Disputes). No payment obligation shall arise on Customer's behalf until the conclusion of the dispute process. If the verification requires access to classified information, as that term is defined in the National Industrial Security Program Operating Manual (NISPOM), then the verification will be conducted by individuals possessing a personal security clearance as defined in the NISPOM ("PCL") at the appropriate level. In such cases, VMware and any third party engaged by VMware will disclose classified information only to person(s) who both possess a PCL and have a need to know.

- 1.33. Replace section 5 of the Professional Services Exhibit (Acknowledgment) with the following:

ACKNOWLEDGEMENT. The Professional Services are commercial services (as defined in FAR 2.101) and do not include significant production, modification, or customization of Software.

2. TERMS APPLICABLE TO U.S. STATE & LOCAL GOVERNMENT END USERS.

- 2.1. Replace the preamble to the General Terms with the following:

By purchasing an Offering under a contract or order that incorporates this Agreement, Customer agrees to be bound by the terms of this Agreement.

- 2.2. Replace section 2.1 of the General Terms (Orders) with the following:

Orders. All Orders must expressly incorporate this Agreement. Orders are binding when VMware accepts them, which is deemed to occur on Delivery.

- 2.3. Replace section 2.2 of the General Terms (Purchase Orders) with the following:

Purchase Orders. Purchase orders do not have to be signed to be valid unless required by applicable law. Additional or conflicting terms contained in any purchase order or other business form do not apply, except to the extent that Customer identifies the applicable law mandating the inclusion of such terms in the contract and requiring that such terms take precedence over addenda to the solicitation or contract.

- 2.4. Replace section 2.5 of the General Terms (Direct Orders) with the following:

Direct Orders. This section 2.5 (Direct Orders) applies only to Orders placed directly with VMware. If Customer purchases entitlements to the Offerings through a VMware channel partner, terms regarding invoicing, payment, and taxes shall be as agreed between the VMware channel partner and Customer.

- 2.5. Replace section 3.3 of the General Terms (Termination for Cause) with the following:

Termination. Subject to and to the extent not prohibited by applicable law, either party may terminate the Agreement (in whole or in part) or Customer's entitlement to an Offering under the Agreement effective immediately upon written notice if the other party (a) materially breaches any provision of the Agreement and fails to cure within 30 days after receiving written notice; or (b) becomes insolvent or subject to any form of bankruptcy proceeding. VMware acknowledges that Customer may have additional termination rights under applicable law, which in some jurisdictions may include a Customer's right to terminate the Agreement for convenience or a Customer's right to terminate the Agreement in the event that a legislative body does not make appropriated funds available ("Non-Appropriation") for Customer to make upcoming payments under the Agreement.

- 2.6. Replace section 3.4 of the General Terms (Effect of Termination) with the following:

Effect of Termination. Upon termination of the Agreement or part of it: (a) all entitlements to the applicable Offerings immediately end; (b) Customer must stop using, and destroy any copies of, those Offerings; and (c) each party must return or destroy any Confidential Information of the other party in its control (other than information that must be retained by law). Any provision that is intended by the parties to survive termination of the Agreement will survive. Termination for Non-Appropriation of funds will not become effective prior to the date on which the budget for the next fiscal period goes into effect. Except as otherwise expressly provided in this Agreement or as required by applicable law or regulation, termination of the Agreement will not entitle Customer to any refunds, credits, or exchanges, and Customer will be liable for all fees incurred as of the effective termination date.

- 2.7. Replace section 7.1 of the General Terms (Indemnification) with the following:

Defense and Indemnification. Subject to the remainder of this section 7 (Indemnification) and applicable law, VMware will: (a) defend Customer against any Infringement Claim; and (b) indemnify Customer from amounts finally awarded against Customer by a court of competent jurisdiction or a government agency, or agreed to in a settlement approved by VMware, for the Infringement Claim.

- 2.8. Replace section 7.2 of the General Terms (Requirements) with the following:

Requirements. Customer must provide VMware with prompt notice of any Infringement Claim and reasonably cooperate with VMware's requests for assistance. Customer must make every effort to permit VMware to control or participate fully in the defense and/or settlement of any Infringement Claim to the maximum extent allowed under applicable law, rules or regulations; however, VMware acknowledges that such participation may be under the control of the chief legal officer for the applicable State or Local Government End User.

- 2.9. Replace section 7.5 of the General Terms (Sole Remedy) with the following:

Sole Remedy. To the extent permitted by applicable law, this section 7 (Indemnification) states Customer's sole remedy and VMware's entire liability for Infringement Claims.

- 2.10. Replace section 11.8 of the General Terms (Governing Law) with the following:

Governing Law. The Agreement is governed by applicable laws of the U.S. state or territory in which Customer is located. Conflict of law rules are expressly disclaimed. The United Nations Convention on Contracts for the International Sale of Goods does not apply. To the extent that any terms and conditions in this Agreement are inconsistent with applicable laws of the U.S. state or territory in which Customer is located, those terms shall be deemed deleted and unenforceable as applied to Customer's Order.

3. DEFINITIONS

U.S. Federal End User means (1) any of the following agencies or establishments of the U.S. Federal Government: (a) executive departments as defined by 5 U.S.C. 101; (b) military departments as defined by 5 U.S.C. 102; (c) government corporations as defined by 5 U.S.C. 103; (d) independent establishments as defined by 5 U.S.C. 104; and (e) any establishment in the legislative or judicial branch of the U.S. Federal Government (except the Senate, the House of Representatives, the Architect of the Capitol, and any activities under the Architect's direction), or (2) a

state or local government end user that purchases from the Federal Supply Schedule, subject to the provisions of GSAM 552.238-114 (Use of Federal Supply Schedule Contracts by Non-Federal Entities).

U.S. State & Local Government End User means any municipality, district, county, state, tribal, or territorial government entity, including any agency, department, commission, bureau, board, council, authority or other entity in the executive, legislative, or judicial branch of a state, local, tribal, or territorial government. For the avoidance of doubt, the foregoing includes (a) public K-12 schools and public universities; and (b) any hospitals, medical centers, or health facilities that have constitutional or statutory authority to conduct public procurements or are operated by any U.S. state, local, territorial, or tribal government.