

## END USER SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS END USER SOFTWARE LICENSE AGREEMENT ("<u>End User Agreement</u>") CAREFULLY BEFORE USING THIS ARRAY NETWORKS STANDALONE SOFTWARE PRODUCT (e.g., AN APPLICATION OR A VIRTUAL MACHINE) OR THE SOFTWARE CONTAINED IN THIS EQUIPMENT (e.g., ARRAY NETWORKS HARDWARE APPLIANCE). BY USING THIS SOFTWARE OR THE EQUIPMENT THAT CONTAINS THIS SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS END USER AGREEMENT, PROMPTLY RETURN ANY PHYSICAL ITEM AND DESTROY ANY ELECTRONIC ITEM AND DO NOT USE THE SOFTWARE OR THE EQUIPMENT AND THE SOFTWARE.

**Single User License.** Subject to the terms and conditions of this End User Agreement, Array Networks, Inc. ("<u>Array Networks</u>") and its suppliers grant to you ("<u>End User</u>") a non-exclusive, non-transferable license to use (a) Array Networks software which provides the basic operating environment for Array Networks standalone software products and/or equipment, and (b) the specific Array Networks program modules or features which have been enabled by software keys supplied by Array Networks or its authorized distributors and for which End User had paid any applicable license fees (collectively, the "<u>Software</u>"), both of the foregoing in object code form only: (i) solely as or in connection with an Array Networks standalone software product or as embedded in Array Networks equipment owned or leased by End User; and (ii) for key-enabled Software, solely on the single central processing unit or virtual machine, corresponding to the software key(s) supplied by Array Networks and to the license fees paid by End User.

- 1. Limitations. Except as otherwise expressly provided under this End User Agreement, End User shall have no right, and End User specifically agrees not to:
  - i. make error corrections to or otherwise modify or adapt the Software nor create derivative works based upon the Software, or to permit third parties to do the same;
  - ii. copy, in whole or in part, decompile, translate, reverse engineer, disassemble or otherwise reduce the Software to human-readable form; or
  - iii. remove the Software from the Array Networks equipment in which it is embedded.
- 2. Upgrades and Additional Copies. For purposes of this End User Agreement, "Software" shall also include (and the terms and conditions of this End User Agreement shall apply to) any upgrades, updates, bug fixes or modified versions (collectively, "Upgrades") or backup copies of the Software licensed or provided to End User by Array Networks or an authorized distributor for which End User had paid the applicable license fees and holds the corresponding software keys. Notwithstanding the foregoing, End User acknowledges and agrees that Array Networks shall have no obligation to provide any Upgrades or backup copies under this End User Agreement. If Upgrades or backup copies are provided or authorized, End User acknowledges and agrees that: (i) End User has no license or right to use any such additional copies or Upgrades unless End User, at the time of acquiring such copy or Upgrade, already holds a valid license and the corresponding software keys to the original Software; and (ii) use of the Upgrades or backup copies is limited to the Array Networks standalone software product(s) and/or the Array Networks equipment for which End User is the original End User purchaser or lessee.
- 3. Notices of Proprietary Rights. End User agrees to maintain and reproduce all trademark, copyright, patents, and notices of other proprietary rights on all copies, in any form, of the Software in the same form and manner that such trademark, copyright, patent, and notices of other rights are included on the Software. Except as expressly authorized in this End User Agreement, End User shall not make any copies or duplicates of any Software without the prior written permission of Array Networks. End User may make such backup copies of

the Software as may be necessary for End User's lawful use, provided End User affixes to such copies all trademark, copyright, patent, and notices of other proprietary rights that appear on the original.

- 4. **Proprietary Rights.** The Software is and will remain the sole and exclusive property of Array Networks. Array Networks' rights under this Section will include, but not be limited to: (i) all copies of the Software, in whole and in part; and (ii) all Intellectual Property Rights in the Software. For purposes herein, "Intellectual Property Rights" means patent rights (including patent applications and disclosures), copyrights (including, but not limited to, rights in audiovisual works and moral rights), trade secret rights, Moral Rights, rights of priority and any other intellectual property right recognized in any country or jurisdiction in the world. "Moral Rights" means any right to claim authorship to or to object to any distortion, mutilation, or other modification or other derogatory action in relation to a work, whether or not such would be prejudicial to the author's reputation, and any similar right, existing under common or statutory law or any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."
- 5. Disclaimer. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN THIS END USER AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.
- 6. Limitation of Liability. IN NO EVENT WILL ARRAY NETWORKS OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF ARRAY NETWORKS OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ARRAY NETWORKS OR ITS SUPPLIERS' TOTAL LIABILITY TO END USER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT PAID BY END USER RELATING TO THIS END USER AGREEMENT. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE ABOVE-STATED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- 7. Term and Termination. This End User Agreement is effective until terminated. End User's license rights under this End User Agreement will terminate immediately without notice from Array Networks if End User fails to comply with any provision of this End User Agreement. Upon termination, End User must destroy all copies of Software that is not otherwise embedded on Array Networks equipment, destroy the corresponding software keys in its possession or control, return any Array Networks equipment that End User had leased into which Software is embedded and cease using any Software that is embedded in any Array Networks equipment that End User has purchased. The provisions of this End User Agreement, other than the license grant contained in the section entitled "Single User License", shall survive termination.
- 8. Compliance with Law. Each party agrees to comply with all applicable laws, rules and regulations in connection with its activities under this End User Agreement. Without limiting the foregoing, End User acknowledges and agrees that the Software, including technical data, is subject to United States export control laws, including the United States Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. End User agrees to comply strictly with all such regulations and acknowledges that End User has the responsibility to obtain licenses to export, re-export, or import the Software.
- **9. Restricted Rights.** The Software shall be classified as "commercial computer software" as defined in the applicable provisions of the Federal Acquisition Regulation (the "FAR") and supplements thereto, including the Department of Defense (DoD) FAR Supplement (the "DFARS"). The parties acknowledge that the Software was developed entirely at private expense and that no part of the Software was first produced in the performance of a Government contract. If the Software is supplied for use by DoD, the Software is delivered subject to the terms of this End User Agreement and either (i) in accordance with DFARS 227.702-1(a) and 227.7202-3(a), or (ii) with restricted rights in accordance with DFARS 252.227-7013(c)(1)(ii) (OCT 1988), as

applicable. If the Software is supplied for use by a Federal agency other than DoD, the Software is restricted computer software delivered subject to the terms of this End User Agreement and (i) FAR 12.212(a); (ii) FAR 52.227-19; or (iii) FAR 52.227-14 (ALT III), as applicable.

10. General. This End User Agreement will bind and inure to the benefit of each party's successors and assigns, provided that End User may not assign or transfer this End User Agreement, in whole or in part, without Array Networks' prior written consent. This End User Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflict of law. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. Both parties hereby submit to the non-exclusive jurisdiction of the federal and state courts located in Santa Clara County, California, USA. No failure of either party to exercise or enforce any of its rights under this End User Agreement will act as a waiver of such rights. If any portion hereof is found to be void or unenforceable, the remaining provisions of this End User Agreement shall remain in full force and effect. This End User Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter.