

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND Carahsoft Technology Corp

This Agreement is entered into this Monday, March 9, 2026, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Carahsoft Technology Corp, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of VMWare Cloud Foundation & vSan 8 Licenses.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Two Hundred Nine Thousand Four Hundred Forty-One Dollars and Eighty Five Cents (\$209,441.85). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Monday, March 9, 2026 through Thursday, March 8, 2029.

5. Termination

This Agreement may be terminated by Contractor or by the Mark Church or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship to Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

10.1. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

10.2. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

10.3. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor’s operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Levine Act Compliance

The Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

13. Non-Discrimination and Other Requirements

13.1. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

13.2. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

13.3. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

13.4. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

13.5. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13.6. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

13.7. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide

that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising

out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Mark Church, San Mateo County Assessor-County Clerk-Recorder-Elections
Address: 555 County Center, 3rd Floor, Redwood City, CA, 94063
Telephone: (650) 363-4988
Email: mchurch@smcacre.gov

In the case of Contractor, to:

Name/Title: Natalie LeMay, Contract Manager
Address: 11493 Sunset Hills Road, Suite 100, Reston, VA 20190
Telephone: 703-581-6806
Email: Natalie.Lemay@carahsoft.com

19. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

20. Additional Technology Terms and Conditions

20.1. Disentanglement

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or the County's activities; provided, however, that County shall pay Contractor on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, patient files, held by Contractor, and after return of same, Contractor shall destroy all copies thereof still in Contractor's possession, at no charge to County. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor shall mutually agree to the specific electronic format.

Upon any termination of the Agreement, regardless of the nature or timing of the termination, County shall have the right, for up to twelve (12) months (the "Transition Period"), at County's option and request, to continue to receive from Contractor all maintenance and support services, at the then-applicable rates provided, however, that the annual support and maintenance fee shall be prorated and paid in advance on a monthly basis during such time, and the amount of such support and maintenance fee shall remain subject to the limitations set forth in the Agreement regarding any increase in such fee.

20.2. Warranty

This Software is subject to a warranty. Licensor warrants to Licensee that the Software will perform according to the Software's documentation at the time of the implementation and that, to the best of Licensor's knowledge, Licensee's use of this Software according to the documentation is not an infringement of any third party's intellectual property rights. If the Software is subsequently upgraded, repaired or otherwise changed by Licensor, Licensor warrants to Licensee that the Software will continue to perform according to its original documentation as well as according to updated documentation to the extent new features are added. To the extent permitted by law, the above-stated warranty replaces all other warranties, express or implied, and Licensor disclaims all implied warranties including any implied warranty of title, merchantability, or of fitness for a particular purpose. No agent of Licensor is authorized to make any other warranties or to modify this warranty. Licensee is required to inform Licensor of any potential breach of this warranty within one year of identifying any performance defect in the Software that contradicts the expected performance as outlined in the original and/or updated documentation. Licensee will document any such potential breach of warranty by utilizing the Support Procedure outlined in the Exhibit <X> of this agreement. In the event of a breach of this warranty, Licensee's remedies include the following, to be selected at Licensee's sole discretion: if Licensee agrees that the Software's functionality is still partially acceptable despite the area related to the breach of warranty, Licensor shall provide a refund for the full amount Licensee reasonably attributes to the partial breach of warranty; if Licensee determines that the Software is materially in breach of warranty, Licensor shall issue a full refund, including for amounts already paid and in relation to which the Software was non-functional; and/or any other remedy available at law.

SIGNATURE PAGE TO FOLLOW

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Carahsoft Technology Corp

**Natalie
LeMay**

Digitally signed by
Natalie LeMay
Date: 2026.05.19
08:44:39 -04'00'

05/19/2026

Cheyenne Crigger

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A - Services

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

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PRICE QUOTATION

CARASOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8585 | FAX (703) 871-8505 | TOLL FREE (888) 6VMWARE



WWW.CARASOFT.COM | VMWARE@CARASOFT.COM

TO: Bo Hammil
 County of San Mateo - ACRE
 555 County Center
 Redwood City, CA 94063 USA

FROM: Brian Neill
 Carahsoft Technology Corp.
 VMware Team
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: bhammil@smcacre.gov

EMAIL: Brian.Neill@carahsoft.com

PHONE: (650) 599-7405

PHONE: (571) 662-4543

TERMS: Contract Number: 7-17-70-40-05
 NASPO Master Contract Number: AR2472
 Contract Term: 09/15/17 - 09/15/26
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 45 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 63462686
QUOTE DATE: 03/17/2026
QUOTE EXPIRES: 03/31/2026
RFQ NO:
SHIPPING:
TOTAL PRICE: ESD
 \$209,441.85

TOTAL QUOTE: \$209,441.85

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
PAYMENT 1 OF 3						
	VCF-CLD-FND-A-491	VMware Cloud Foundation (Please contact Carahsoft prior to ordering for assistance determining required core count) Annual VMware, LLC - VCF-CLD-FND-A Start Date: 03/09/2026 End Date: 03/08/2027	LIST: \$400.0000 CONTR: \$390.0000	\$250.2494	COOP 256	\$64,063.85
2	VCF-VSAN-8-491	VMware vSAN 8 - For 1 Year VMware, LLC - VCF-VSAN-8 Start Date: 03/09/2026 End Date: 03/08/2027	LIST: \$210.0000 CONTR: \$204.7500	\$127.7800	COOP 45	\$5,750.10
PAYMENT 1 OF 3 SUBTOTAL:						\$69,813.95
PAYMENT 2 OF 3						
3	VCF-CLD-FND-A-491	VMware Cloud Foundation (Please contact Carahsoft prior to ordering for assistance determining required core count) Annual VMware, LLC - VCF-CLD-FND-A Start Date: 03/09/2027 End Date: 03/08/2028	LIST: \$400.0000 CONTR: \$390.0000	\$250.2494	COOP 256	\$64,063.85
4	VCF-VSAN-8-491	VMware vSAN 8 - For 1 Year VMware, LLC - VCF-VSAN-8 Start Date: 03/09/2027 End Date: 03/08/2028	LIST: \$210.0000 CONTR: \$204.7500	\$127.7800	COOP 45	\$5,750.10
PAYMENT 2 OF 3 SUBTOTAL:						\$69,813.95
PAYMENT 3 OF 3						

5	VCF-CLD-FND-A-491	VMware Cloud Foundation (Please contact Carahsoft prior to ordering for assistance determining required core count) Annual VMware, LLC - VCF-CLD-FND-A Start Date: 03/09/2028 End Date: 03/08/2029	LIST: \$400.0000 CONTR: \$390.0000	\$250.2494	COOP	256	\$64,063.85
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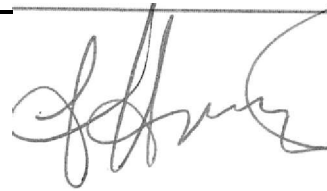
LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE	
6	VCF-VSAN-8-491	VMware vSAN 8 - For 1 Year VMware, LLC - VCF-VSAN-8 Start Date: 03/09/2028 End Date: 03/08/2029	LIST: \$210.0000 CONTR: \$204.7500	\$127.7800	COOP	45	\$5,750.10

PAYMENT 3 OF 3 SUBTOTAL: \$69,813.95

SUBTOTAL: \$209,441.85

TOTAL PRICE: \$209,441.85

TOTAL QUOTE: \$209,441.85



Payment Schedule:

Payment 1: \$69,813.95 Due Net 30

Payment 2: \$69,813.95 - Invoice Date 03/09/27

Payment 3: \$69,813.95 - Invoice Date 03/09/28

FOR MULTIYEAR ORDERS, PO MUST BE FOR THE FULL AMOUNT TO BE INVOICED ANNUALLY

Please be aware of all terms listed in quote. By referencing the Carahsoft Quote No. on your order, Partner confirms that the End User has received and agreed to all the terms and conditions herein.

This order is governed by the General Terms set out at www.broadcom.com/company/legal/licensing.

All amounts are exclusive of taxes which will be payable in addition to the fees listed.

Broadcom requires the address on the PO to match the address on the End User's existing Site ID. If End User requires address change, may result in system access issues for End User licenses.

If multi-year quote, all payment amounts are defined within the schedule above.

PAYMENT

Failure to timely remit payment of all amounts set forth in the Payment Schedule after written notice by Broadcom and a reasonable opportunity to remit such payment by Customer, to the maximum extent permitted by applicable law, relieve Broadcom of any and all support obligations hereunder until payment is tendered at which time use rights shall recommence. Broadcom reserves the right to impose late fees as may be permitted by law on any past due amounts.

MULTI-YEAR PRICING REQUIREMENT (Applicable Only to Multi-Year Quotes)

The Out Year pricing in the POP dates listed above are only valid upon receipt of a Purchase Order that includes those line items. Annual payment terms apply. If all line items, including those with future period of performance dates, are not listed on the Partner and End User Purchase Order, all pricing is subject to change. Each order must meet Broadcom's minimum threshold requirements.

PARTNER AFFIRMATION

Partner affirms:

- i. it has a written agreement with the End User for the sale of the Broadcom or Offering(s) identified herein; such that the End User is contractually bound and agrees in writing that End User's use of the Broadcom Offering(s) shall be subject to the End User Terms (defined below);
- ii. The End User has agreed to pay the Partner an agreed upon fee for the Broadcom Offering(s);
- iii. Partner shall ensure information relating to license type, Authorized Use limitations and other Broadcom Offering related information set forth herein is provided to the End User; and
- iv. in furtherance of your contractual and legal obligation to strictly comply with U.S. law relating to export, re-export, and transfer, and to the extent required by law, you understand that Broadcom will not accept and you agree not to submit orders from (a) partners or customers who are military end users of China, Russia or Venezuela for products with ECCN starting with SD992, or (b) Broadcom, the Partners, or End User reasonably knows the Broadcom Offerings are intended or likely to be transferred or resold to such end users.

ORDERING TERMS AND CONDITIONS AND END USER TERMS

The Broadcom Offerings, (and any hardware components if included within this Order), will be delivered either in tangible media FCA SD {FCA Shipping Dock}, as defined in INCOTERMS 2010, from the Broadcom shipping point stated in this Order or by electronic delivery {ESD}.

The use of these offerings are governed by these ordering terms and conditions as well as: (a) either (i) the Broadcom terms and conditions published at <https://www.broadcom.com/licensing>, or (ii) the fully executed agreement by and between the End User and an applicable Broadcom entity governing the CA, Symantec, or VMware branded offerings ordered in this Order (provided that any terms that purport to protect any future pricing between the parties and any purported rights to host Broadcom Offerings on the behalf of an unrelated third party shall be deemed null and void for purposes of this Order), (b) the Specific Program Documentation {the "SPD"}, or Product Use Rights {the "PUR"}, and/or Saas Listing applicable to the Broadcom Software, Saas and Maintenance located at <https://legaldocs.broadcom.com>, and (c) the additional terms hereon (collectively, the "End User Terms"), which Partner agrees to ensure such terms are presented to and agreed by the End User along with the additional flow down terms noted below before or at the time of closing the End User transaction. Any terms that may appear on Partner's purchase order that vary from or purport to add to the End User Terms (including, without limitation, pre-printed terms) are deemed not appended, inapplicable, and void.

MANDATORY FLOW DOWN AND ADDITIONAL TERMS FOR END USERS:

Partner shall, either itself or cause its resellers to flow down the following additional terms to the end user {the "Additional Terms"}. CA, Inc. is the successor in interest for all Symantec or VMware product families which are available from the Broadcom selling entity quoting such offerings in the United States. CA Programas de Computador, Part e Serv Ltda. is the successor in interest for all Symantec or VMware product families which are available from the Broadcom selling entity quoting such offerings in Brazil.

VMware International Unlimited Company is the successor in interest for all Symantec or CA product families which are available from the Broadcom selling entity quoting such offerings anywhere else in the world. Broadcom Government Solutions LLC is the successor in interest for all Symantec or VMware branded enterprise offerings, requiring US Government cleared resources, which are available from the Broadcom selling entity quoting such offerings in the United States.

ASSIGNMENT

Neither Party shall assign the End User Terms or any of its rights or delegate any of its duties under the End User Terms, either by operation of law, agreement, or any other process, without the prior written consent of the other Party, except that Broadcom shall have the right to assign the End User Terms or any of its rights or delegate any of its duties under the Agreement at any time to any Broadcom Affiliate(s), or to a successor in interest of all or substantially all of the business to which the End User Terms relate. Subject to the foregoing, the End User Terms 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. "Affiliate" shall mean 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.

MIGRATION

End User understands that Broadcom may migrate a previously licensed software {the "Original Product(s)"} to a new software product {the "Migrated Product(s)"}. It is the End User's responsibility to understand which products herein may be migrated products. Any migrated products are provided in consideration of Original Product(s) being terminated. End User shall cease using and de-install the Original Product(s) following a transition period not to exceed ninety (90) days, as of the date of receipt of the Migrated Product(s); The Migrated Product(s) are subject to the Agreement, the Specific Program Documentation {the "SPD"} applicable to the Broadcom Software and Maintenance, located at Broadcom's website address at <https://www.broadcom.com/licensing> and this transaction document including all financial obligations relating to the

Original Product(s) which remain valid and enforceable and are applicable to the Migrated Product(s). Prior to signature of this Order or generation of a PO for this Order, End User should ensure it understands the migration for the products licensed herein. Execution of this order or generation of a PO for this Order shall constitute acceptance of such migration and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Migration path for licensed products can be obtained at <https://www.broadcom.com/docs/product-migration>.

SOFTWARE SUPPORT AVAILABILITY

End User understands that Broadcom may either (i) stabilize software in which no future enhancements, versions, releases, development, or service packs are planned, or (ii) the software may be end of life or a particular version is end of service in which Broadcom will no longer provide (a) operational or technical support and (b) develop and provide new enhancements, features, upgrades, service packs, and fixes for the software offering (the "Software Support Availability"). Prior to acceptance of this Order, End User should ensure it understands the support for the products licensed herein. Acceptance of this order shall constitute acceptance of such support and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Software Support Availability for licensed products can be obtained at <https://www.broadcom.com/docs/end-of-support>.

NON MAINFRAME REPORTING

Except as may be prohibited by law, for Software from the VMware Cloud Foundation business unit ("VCF Software") which is version 9 or higher, End User is required, when explicitly noted in the applicable SPD, to provide Broadcom with a regularly-scheduled verified report detailing End User'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, End User must ensure that the Compliance Report files generated by the applicable VCF Software are either transmitted by the software or uploaded by End User 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 End User's failure to transmit or upload a timely, unaltered Compliance Report. End User assumes any and all risks associated with the loss of any and all functionality and access to updates, upgrades and patches when caused by End User's failure to provide timely, unaltered Compliance Reports.

PERSONAL DATA

End User acknowledges and agrees that Broadcom will process Personal Data as part of the provision of the Broadcom Offerings in accordance with Broadcom's Privacy Policy located at: <https://www.broadcom.com/company/legal/privacy>. Where Broadcom is a data processor for End User under the applicable local legislation, Broadcom's processing shall be subject to and in accordance with Broadcom's global Data Processing Addendum ("DPA"), including the relevant Standard Contracting Clauses ("SCC") located at: <https://www.broadcom.com/company/legal/privacy/data-transfers> for international data transfer incorporated therein. End User has been advised that during the term of this Order Broadcom will collect Personal Data and process it as a Controller pursuant to the Privacy Policy and to the extent permitted by GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation.

NOTICE

Any notice required or permitted by the End User Terms shall be given in writing and will refer to the End User Terms. Legal notices to Broadcom will be sent to legal-notice.pdl@broadcom.com and all other notices 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 Governing Contract, or other address if updated by notice or for Broadcom, as posted to <https://www.broadcom.com/licensing>. 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.



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Version Number: 03122026

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 your organization, (“**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.

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, 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. **“Party”** or **“Parties”** means individually and/or collectively Broadcom and/or the Customer.

2.10. **“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.

2.11. **“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.

2.12. **“Term”** means the period during which the Broadcom Offering is provided as specified in the Transaction Document.

2.13. **“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. 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.

4.3. For the purposes of the Agreement, 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 knowhow 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. In the event of a breach of this section 4, the disclosing Party may not have an adequate remedy at law. The Parties therefore agree that the disclosing Party may be entitled to seek the remedies of temporary and permanent injunction, specific performance, or any other form of equitable relief deemed appropriate by a court of competent jurisdiction. 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. FEES

5.1. To the extent permitted by law, Customer shall issue and provide Broadcom a purchase order (“PO”), or a series of POs, for the full term and total fees that are due contemporaneously with the execution of each Transaction Document. Broadcom, directly or through a Broadcom Partner, reserves the right to invoice Customer for any use of the Broadcom Offerings in excess of the Authorized Use Limitation at Broadcom’s then-current list price.

5.2. Unless an alternative date of payment is set out on the Transaction Document, payment is due upon the due date specified on the invoice. Customer agrees to pay Taxes in addition to the fees when such payments are due. Customer (a) may only withhold tax as required by law, subject to the application of any reduced rate allowed in an income tax treaty or otherwise, (b) shall request all documentation required for the reduction of withholding tax, and (c) shall provide proof of payment of the withholding tax for credit relative to the applicable invoice(s).

5.3. If indicated on the Transaction Document, Customer may pay any initial payment due to Broadcom on or before the due date (as stated in the applicable Transaction Document) through a same day fed wire. For other payments required of Customer due to Broadcom, Broadcom will send Customer an invoice containing updated wire transfer information at least thirty (30) days prior to each respective due date. Broadcom reserves the right to change credit or payment terms at Broadcom’s discretion if Customer’s or Broadcom Partner’s financial condition or previous payment history so warrant.

5.4. A Customer issued PO may be used to accept terms of a Transaction Document in place of a signature on the Transaction Document, provided that Customer references the Transaction Document in the PO and includes the appropriate reference number, if applicable.

5.5. If a payment due date falls on a weekend or a holiday the payment shall be payable by Customer to Broadcom on the business day immediately prior to such date.

5.6. Failure to timely remit payment of all amounts set forth in a Transaction Document or under any

other agreement with any Broadcom entity after written notice from Broadcom and a reasonable opportunity to remit such payment by Customer and to the full extent permitted by applicable law, shall (1) relieve Broadcom of any support obligations hereunder, and (2) suspend all Customer subscription use rights until payment is tendered at which time use rights and support shall recommence. Broadcom reserves the right to impose late fees as may be permitted by law on any past due amounts.

5.7. Broadcom may assign its payment rights in, or grant a security interest in, this Agreement and any associated Transaction Document to a third party without requiring such third party to be liable for the obligations of Broadcom under this Agreement or Transaction Document, provided that (1) Broadcom remains directly responsible for performance of its duties hereunder, and (2) Customer's obligations are not otherwise affected.

5.8. In the event Customer orders a Broadcom Offering through a Broadcom Partner (or that partner's resale channel), this Foundation Agreement, excluding all of Section 5 (except the second sentence of Section 5.1 and Section 5.6), shall apply to Customer.

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, 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. 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) for any Deliverable provided by Broadcom in accordance with Customer's specifications, (vi) for any claim relating to open source software or freeware technology that is not embedded by Broadcom into the Broadcom Offerings, (vii) for 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 Party shall indemnify the other 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. Customer shall indemnify Broadcom against any claim that any data, materials, items, or information supplied to Broadcom under the Agreement infringes any US patent, copyright, or trademark within the jurisdictions where Broadcom is provided with such information.

9. LIMITATION OF LIABILITY

9.1. **DISCLAIMER.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT OR BUSINESS OPPORTUNITIES, LOSS OF USE, LOSS OF DATA, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION UNDER ANY THEORY OF LIABILITY.

9.2. **CAP ON MONETARY LIABILITY.** IN NO EVENT WILL A PARTY'S LIABILITY FOR DIRECT DAMAGES

EXCEED TWO TIMES THE AMOUNTS PAID OR PAYABLE BY CUSTOMER FOR THE BROADCOM OFFERING THAT GAVE RISE TO THE CLAIM IN THE TWELVE MONTHS PRIOR TO THE DATE SUCH BREACH OCCURRED. BROADCOM'S AGGREGATE LIABILITY FOR AN EVALUATION LICENSE WILL NOT EXCEED \$5,000 USD.

9.3. **APPLICATION.** THE LIMITATIONS OF LIABILITY IN SECTIONS 9.1 (DISCLAIMER) AND 9.2 (CAP ON MONETARY LIABILITY) WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY UNDER THIS AGREEMENT, EXTEND TO BROADCOM'S SUPPLIERS, AND WILL NOT APPLY TO: (A) EITHER PARTY'S BREACH OF CONFIDENTIALITY IN SECTION 4; (B) THIRD PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION; OR (C) CUSTOMER'S BREACH OF TITLE IN SECTION 6.

10. TERM & TERMINATION

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

10.2. This Foundation Agreement, applicable Module(s), and the applicable Transaction Document may be terminated by either Party (a) upon a material breach by the other Party, provided that, in each instance of a claimed breach: (i) the non-breaching Party notifies the breaching Party in writing of such breach; and (ii) the breaching Party fails to cure such breach within thirty (30) days (or such other period as mutually agreed by the Parties) from receipt of such notice; (b) upon insolvency of the other Party, if permitted by law. The foregoing notwithstanding, any breach by Customer of licenses or rights granted pursuant to this Agreement will constitute an incurable material breach by Customer; and, Broadcom may immediately terminate all of Customer's use rights and licenses, (subscription-based, perpetual, access, and use), upon written notice to Customer, and Customer must either: a) delete all full or partial copies of the Broadcom Software and SaaS instances from all computing or storage equipment and verify such deletion in a statement signed by a Vice-President or a duly authorized representative sent to usage.reporting@broadcom.com, or b) return to Broadcom all full or partial copies of the

Broadcom Software. 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 section 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.** Depending on the Regional Broadcom Entity that is a Party to this Agreement, the exclusive governing law, jurisdiction, designated arbitral body, arbitration rules and seat shall be as set forth below; except for any Dispute related to non-payment and any action to enforce intellectual property rights or protect Confidential Information, which may be brought in any court of competent jurisdiction:

Regional Broadcom Entity	Governing Law	Jurisdiction	Arbitration Organization, Rules, and Seat
CA, Inc.	State of California	State and/or Federal Courts located in Santa Clara County, California	The American Arbitration Association (“AAA”); AAA Commercial Arbitration Rules; Seat of arbitration in California.
VMware International Unlimited Company	Ireland	Courts located in Ireland	International Chamber of Commerce (“ICC”); ICC Rules of Arbitration; Seat of arbitration in Dublin, Ireland.
CA Programas de Computador, Parte Serv Ltda.	Brazil	State Courts located in São Paulo, SP, Brazil	The American Arbitration Association Commercial Arbitration Rules; Seat of arbitration in São Paulo.
Broadcom Government Solutions LLC	State of California	State and/or Federal Courts located in Santa Clara County, California	The American Arbitration Association (“AAA”); AAA Commercial Arbitration Rules; Seat of arbitration in California

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. Dispute Resolution. Any dispute arising out of the Agreement (“**Dispute**”) shall be resolved as provided in this Section.

11.2.1. Informal Dispute Resolution. Save for Disputes relating to unpaid amounts, before initiating any formal proceeding relating to a Dispute, the Parties shall meet as frequently and as often as they reasonably deem necessary to negotiate in good faith to resolve the Dispute. If the Parties are unable to resolve the Dispute within thirty (30) days of initiating the discussions, then each Party shall appoint one (1) senior executive who is not directly involved on a day-to-day basis with the subject matter of the Agreement, and those senior executives shall negotiate the matter in good faith. A formal proceeding relating to a Dispute shall not be commenced until the earlier of: (i) the good faith determination by one of the appointed senior executives that resolution through continued negotiation of the matter does not appear likely; or (ii) thirty (30) days following the date that the Dispute was first referred to the appointed senior executives. Nothing in this paragraph shall be construed to prevent a Party from instituting formal proceedings to the extent necessary to avoid the expiration of any applicable limitations period or to pursue injunctive remedies deemed reasonably necessary to protect its interests.

11.2.2. Arbitration. Except as set forth in Section 11.1 and in Section 11.2.2, any Dispute shall be resolved by confidential arbitration. The place of the arbitration, governing law and applicable rules shall be as set forth in Section 11.1 (Choice of Law; Venue). The arbitral tribunal shall consist of three (3) arbitrators: one selected by each Party, and the third to be agreed upon by the Parties (and if agreement cannot be reached, designated by the arbitral body), which third arbitrator shall be the Chairperson. The language of the arbitration shall be English. The dispute shall be finally settled within twelve (12) months after constitution of the arbitral tribunal. The Parties agree to request a written explanation/opinion in connection with any award. Judgment on the award rendered by the arbitrators may be enforced in any court having jurisdiction thereof. Notwithstanding anything to the contrary in this paragraph, either Party may: (i) apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other

interim or conservatory injunctive relief; or (ii) seek redress in any court of competent jurisdiction in order to enforce its intellectual property rights or protect Confidential Information. The Parties shall have a right to appeal an arbitral award to a court of competent jurisdiction in order to set aside the award.

11.3. In any formal action or proceeding arising from a Dispute, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees from the other Party.

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. 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 Notice available at <https://www.broadcom.com/privacy> (or successor URL) 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.

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> (or successor URL), 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.

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, except that Broadcom shall have the right to assign the Agreement or any of its rights or delegate any of its duties under the Agreement at any time to any Broadcom Affiliate(s), or to a successor in interest of all or substantially all of the business to which the Agreement relates. 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 without limitation in the specific case of the U.S. the Export Administration Regulations, rules regulated by Office of Foreign Assets Control. 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 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. With the exception of on-premise Software from the VMware Cloud Foundation business unit, 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.

12.11. Notice. Any notice required or permitted by the Agreement shall be given in writing and will refer to the Agreement. Legal notices to Broadcom will be sent to legal notice.

pdl@broadcom.com and all other notices 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 other address if updated by notice or for Broadcom, as posted to <https://www.broadcom.com/licensing>. 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, Reporting and Audit, 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 individual systems or hardware based on the License Metric in a decentralized form of computing.

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.

2.7. “**Perpetual License**” means a license to use Broadcom Software for an indefinite period subject to compliance with the Agreement.

2.8 “**Specific Program Documentation**” (which may also be referred to as “SPD”) means the product specific

terms/documentation available at <https://legaldocs.broadcom.com>.

2.9 “**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.

2.10 “**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.

2.11 “**Territory**” means the geographic region of United States, North America (i.e., Canada, and Central America), Brazil, South America (excluding Brazil), EMEA—EEA, EMEA-Non-EEA, and 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. EMEA—EEA is defined as those countries in the European Economic Area (“EEA”) and EMEA-Non-EEA countries is defined as the countries not in the EEA but on the continents of Europe (including the surrounding islands such as the UK) 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 <https://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 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 the Agreement 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 or provide 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 decompilation, 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) sublicense, 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.

3.4.2. For all Broadcom Mainframe Software, Customer shall additionally provide to Broadcom via upload to <https://s crt.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 <https://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 <https://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. Except as may be prohibited by law, for Software from the VMware Cloud Foundation business unit ("VCF Software") which is version 9 or higher, Customer is required, when explicitly noted in the applicable SPD, 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.

3.4.4. Customer agrees that, upon thirty (30) days' prior written notice, 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. If an audit reveals an underpayment of ten percent (10%) or more of total fees owed for the review period, Customer will also reimburse Broadcom for its reasonable audit expenses.

3.5. Customer may request licenses for the use of Software in the VMware product family solely to upgrade or replace hardware, change data centers, or upgrade to a newer version of the VMware Software ("**VMware Migration Licenses**"). Customer may only use VMware Migration Licenses for the period granted by Broadcom and such licenses 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 VMware 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. SUPPORT OFFERING

4.1. If Support is purchased as set forth within a Transaction Document, Broadcom will provide Customer with purchased Support in accordance with the guidelines 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 Broadcom may automatically invoice Customer for such renewal unless Broadcom receives not less than thirty

(30) days written notice from Customer prior to the anniversary of the applicable Term that such Maintenance is not desired.

4.2. 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.

4.3. 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.

5. THIRD PARTY TERMS

5.1. 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).

6. SOFTWARE PERFORMANCE WARRANTY

6.1. Broadcom warrants that the Broadcom 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. SOFTWARE PERFORMANCE WARRANTY REMEDY

7.1. 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.

7.2. 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).

8. HARDWARE OFFERING AND OBLIGATIONS

8.1. 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.

8.2. 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.

8.3. 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.

8.4. 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.

9. HARDWARE PERFORMANCE WARRANTY

9.1. 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.

10. HARDWARE PERFORMANCE WARRANTY REMEDY

10.1. 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.

SaaS Module

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, terms and conditions, use Meter(s) and model(s) 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> and [legaldocs.broadcom.com](https://www.broadcom.com/legaldocs.broadcom.com) (or successor URL) and are hereby incorporated by reference and form an integral part of the Agreement.

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. 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 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> (or successor URL).

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 Maintenance Policy Handbook at <https://docs.broadcom-maintenancepolicy-handbook> (or successor URL) 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 agree 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).

13. EU DATA ACT

Where applicable, the terms pertaining to Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023, known as the EU Data Act, set forth at www.broadcom.com/licensing are incorporated into and made a part of this SaaS Module.

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, 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. FEES AND EXPENSES

6.1. Customer will pay to Broadcom the fees, expenses and other charges as provided for and approved pursuant to the Transaction Document and such expenses shall be in accordance with Broadcom's expenses policy.

6.2. The Services are to implement the pre-existing features and functions of Broadcom Software and do not include any customization or development activity that impacts any of the full features and benefits and underlying source code of the Broadcom Software. Payment of license fees and/or Support fees for Broadcom Software is not contingent upon Customer receiving the Services.

6.3. Partners. If the Broadcom Offering was ordered through a Broadcom Partner or a Broadcom Partner's reseller, Section 6.1 shall not apply.

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 B – Payment & Rates

In consideration of the services provided by Contractor as described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor as described below:

Year 1 Payment: \$69,813.95 – Due Net 30

Year 2 Payment: \$69,813.95 – Invoice Date 03/09/27

Year 3 Payment: \$69,813.95 – Invoice Date 03/09/28

Terms are net (30) days after invoices are approved.