

SOFTWARE LICENSE AGREEMENT

Copyright © 2024 Broadcom. All rights reserved. The term “Broadcom” refers solely to the Broadcom Inc. corporate affiliate that distributes the accompanying software (“Software”). All authorized reproductions must be marked with this language.

The Software, is licensed to you, or, if you are accepting on behalf of an entity, the entity and its affiliates exercising rights hereunder (collectively, “Licensee”) subject to the terms of this software license agreement (“Agreement”). ANY USE, REPRODUCTION, OR DISTRIBUTION OF THE SOFTWARE CONSTITUTES LICENSEE’S ACCEPTANCE OF THIS AGREEMENT.

1. License. Subject to the terms and conditions of this Agreement, Broadcom hereby grants to Licensee a limited, non-exclusive, non-transferable, royalty-free license, solely for use with products sold by Broadcom with which the Software was designed to be used, (i) to modify, reproduce and distribute the Software; and (ii) to use and integrate the Software with any other software.
2. Restrictions. Licensee shall distribute the Software with a copy of this Agreement. Licensee shall not remove, efface or obscure any copyright or trademark notices from the Software. Reproductions of the Broadcom copyright notice shall be included with each copy of the Software, except where such Software is embedded in a manner not readily accessible to the end user. Licensee shall not: (i) use, license, sell or otherwise distribute the Software except as provided in this Agreement; (ii) attempt to reverse engineer, decompile or disassemble any portion of the Software; or (iii) use the Software or other material in violation of any applicable law or regulation, including but not limited to any regulatory agency. All of licensee’s rights under this Agreement shall automatically terminate upon Licensee’s failure to comply with any of the terms of this Agreement or upon Broadcom’s notice of termination to Licensee. In the event of termination, Licensee will immediately destroy all copies of the Software and its component parts.
3. Suggestions. If Licensee provides any suggested improvements to the Software (“Suggestions”) to Broadcom, Broadcom will be entitled to use the Suggestions without restriction. Licensee hereby irrevocably assigns to Broadcom all right, title, and interest in and to the Suggestions and agrees to provide Broadcom any assistance Broadcom requires to document, perfect, and maintain Broadcom’s rights in the Suggestions.
4. Ownership. The Software is licensed and not sold. Title to and ownership of the Software, including all intellectual property rights thereto, and any portion thereof remain with Broadcom. Licensee hereby covenants that it will not assert any infringement claim involving any intellectual property right owned or controlled by Licensee with respect to the Software.
5. Disclaimer. THE SOFTWARE IS OFFERED “AS IS,” AND BROADCOM PROVIDES AND GRANTS AND LICENSEE RECEIVES NO SUPPORT AND NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, BY STATUTE, COMMUNICATION OR CONDUCT WITH LICENSEE, OR OTHERWISE. BROADCOM SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, OR NONINFRINGEMENT CONCERNING THE SOFTWARE OR ANY UPGRADES TO OR DOCUMENTATION FOR THE SOFTWARE. WITHOUT LIMITATION OF THE ABOVE, BROADCOM GRANTS NO WARRANTY THAT THE SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION, AND GRANTS NO WARRANTY REGARDING ITS USE OR THE RESULTS THEREFROM INCLUDING, WITHOUT LIMITATION, ITS CORRECTNESS, ACCURACY, OR RELIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO

EVENT SHALL BROADCOM HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF THIS AGREEMENT OR USE, REPRODUCTION, OR DISTRIBUTION OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO LOSS OF DATA AND LOSS OF PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

6. Export Laws. LICENSEE UNDERSTANDS AND AGREES THAT THE SOFTWARE IS SUBJECT TO UNITED STATES AND OTHER APPLICABLE EXPORT-RELATED LAWS AND REGULATIONS AND THAT LICENSEE MAY NOT EXPORT, RE-EXPORT OR TRANSFER THE SOFTWARE OR ANY DIRECT PRODUCT OF THE SOFTWARE EXCEPT AS PERMITTED UNDER THOSE LAWS. WITHOUT LIMITING THE FOREGOING, EXPORT, RE-EXPORT, OR TRANSFER OF THE SOFTWARE TO CUBA, IRAN, NORTH KOREA, SUDAN, AND SYRIA IS PROHIBITED.

7. Open Source Materials. To the extent any open source materials are included, such open source materials are licensed to Licensee under their applicable license terms and conditions and/or copyright notices found in those respective files.

8. Miscellaneous. Licensee will not assign or otherwise transfer this Agreement or its rights and obligations under this Agreement without Broadcom's prior written consent. Any assignment or transfer in violation of this Section 8 will be void. The parties agree that the law of New York, exclusive of its conflict of law provisions, shall apply in any dispute arising with respect to this Agreement. The waiver by either party of a breach or default of any provision of this Agreement by the other party will not be construed as a waiver of any succeeding breach of the same or any other provision, nor will any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any right, power or privilege of such party. If any provision of this Agreement is found to be invalid or unenforceable for any reason, then such provision will be modified to reflect the parties' intention and all remaining provisions of this Agreement will remain in full force and effect.