

Keysight Technologies, Inc.**EC America Rider to Product Specific License Terms and Conditions
(for U.S. Government End Users)**

1. **Scope.** This Rider and the attached Keysight Technologies, Inc. (“Manufacturer”) product specific license terms establish the terms and conditions enabling EC America (“Contractor”) to provide Manufacturer’s information technology products and services to Ordering Activities under EC America’s GSA MAS IT70 contract number GS-35F-0511T (the “Schedule Contract”). Installation and use of the information technology shall be in accordance with this Rider and Manufacturer Specific Terms attached hereto, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid delivery order placed pursuant to the Schedule Contract.
2. **Applicability.** Whereas GSA and EC America agreed at the time of Schedule Contract award upon a base set of terms and conditions applicable to all manufacturers and items represented on the Schedule Contract; and Whereas, the parties further agreed that all product specific license, warranty and software maintenance terms and conditions would be submitted at the time each new manufacturer was to be added to the Schedule Contract; Now, Therefore, the parties hereby agree that the product specific license, warranty and software maintenance terms set forth in Attachment A hereto (the “Manufacturer Specific Terms” or the “Attachment A Terms”) are incorporated into the Schedule Contract, but only to the extent that they are consistent with Federal law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341), the Contracts Disputes Act of 1978 (41 U.S.C. §§ 7101 *et seq.*), the Prompt Payment Act (31 U.S.C. §§ 3901 *et seq.*), the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. § 15), DOJ’s jurisdictional statute 28 U.S.C. § 516 (Conduct of Litigation Reserved to the Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent any Attachment A Terms are inconsistent with Federal law (See, FAR 12.212(a)), such inconsistent terms shall be superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions:
 - a) **Contracting Parties.** The GSA Customer (“Licensee”) is the “Ordering Activity”, defined as the entity authorized to order under GSA MAS contracts as set forth in GSA Order OGP 4800.2I, as may be revised from time to time.
 - b) **Changes to Work and Delays.** Subject to GSAR Clause 552.238-81, Modifications (Federal Supply Schedule) (April 2014) (Alternate I – JUN 2016) and (Alternate II – JUN 2016), and 52.212-4(f) Excusable Delays (JUN 2010) regarding which the GSAR and the FAR provisions take precedence.
 - c) **Contract Formation.** Subject to FAR 1.601(a) and FAR 43.102, the GSA Customer Purchase Order must be signed by a duly warranted Contracting Officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - d) **Termination.** Clauses in the Manufacturer Specific Terms referencing termination or cancellation are superseded and not applicable to any GSA Customer order. Termination shall be governed by the FAR, the underlying GSA Schedule Contract and the terms in any applicable GSA Customer Purchase Orders. If the Contractor believes the GSA Customer to be in breach, it must file a claim with the Contracting Officer and continue to diligently pursue performance. In commercial item contracting under FAR 12.302(b), the FAR provisions dealing with disputes and continued performance cannot be changed by the Contracting Officer.
 - e) **Choice of Law.** Subject to the Contracts Disputes Act, the validity, interpretation and enforcement of this Rider shall be governed by and construed in accordance with the Federal laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar Federal laws or regulations are enacted, to the extent allowed by Federal law, they will not apply to this Rider or the underlying Schedule Contract.
 - f) **Equitable remedies.** Equitable remedies are generally not awarded against the Government absent a statute providing therefore. In the absence of a direct citation to such a statute, all clauses in the Manufacturer Specific Terms referencing equitable remedies are superseded and not applicable to any GSA Customer order.
 - g) **Unilateral Termination.** Unilateral termination by the Contractor does not apply to a GSA Customer Purchase Order and all clauses in the Manufacturer Specific Terms referencing unilateral termination rights of the Manufacturer are hereby superseded.
 - h) **Unreasonable Delay.** Subject to FAR 52.212-4(f) Excusable delays, the Contractor shall be liable for default unless the nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common

carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- i) **Assignment.** All clauses regarding the Contractor's assignment are subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements (Sep. 2013). All clauses governing the Contractor's assignment in the Manufacturer Specific Terms are hereby superseded.
- j) **Waiver of Jury Trial.** Waivers of Jury Trials are subject to FAR 52.233-1 Disputes (JULY 2002). The Government will not agree to waive any right that it may have under Federal law. All clauses governing a waiver of jury trial in the Manufacturer Specific Terms are hereby superseded.
- k) **Government Indemnities.** This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered. The Interim FAR Rule dated June 21, 2013 and the Office of Legal Counsel opinion dated March 12, 2012 prohibit such indemnifications. All Manufacturer Specific Terms referencing customer indemnities are hereby superseded.
- l) **Contractor Indemnities.** All Manufacturer Specific Terms that violate DOJ's jurisdictional statute (28 U.S.C. § 516) by requiring that the Government give sole control over the litigation and/or settlement to the Contractor are hereby superseded. Nothing contained in the Manufacturer's Specific terms shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute.
- m) **Renewals.** All Manufacturer Specific Terms that provide for automatic renewals violate the Anti-Deficiency Act and are hereby superseded. This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered.
- n) **Future Fees or Penalties.** All Manufacturer Specific Terms that require the Government to pay any future fees, charges or penalties are hereby superseded unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901 et seq.) or Equal Access To Justice Act (5 U.S.C. § 504; 28 U.S.C. § 2412).
- o) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all applicable federal, state, local taxes and duties. Contractor shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Contractor or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.
- p) **Third Party Terms.** When the end user is an instrumentality of the U.S., no license terms bind the GSA Customer unless included verbatim (not by reference) in the EULA, and the EULA is made an attachment to the underlying GSA Schedule Contract. All terms and conditions affecting the GSA Customer must be contained in a writing signed by a duly warranted Contracting Officer. Any third party manufacturer shall be brought into the negotiation, or the components acquired separately under federally-compatible agreements, if any. All Manufacturer Specific Terms that incorporate third party terms by reference are hereby superseded.
- q) **Dispute Resolution and Standing.** Any disputes relating to the Manufacturer Specific Terms or to this Rider shall be resolved in accordance with the FAR, the underlying GSA Schedule Contract, any applicable GSA Customer Purchase Orders, and the Contract Disputes Act. The Ordering Activity expressly acknowledges that EC America as contractor, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- r) **Advertisements and Endorsements.** Pursuant to GSAR 552.203-71, use of the name or logo of any U.S. Government entity is prohibited. All Manufacturer Specific Terms that allow the Contractor to use the name or logo of a Government entity are hereby superseded.
- s) **Public Access to Information.** EC America agrees that the attached Manufacturer Specific Terms and this Rider contain no confidential or proprietary information and acknowledges the Rider shall be available to the public.

- t) **Confidentiality.** Any provisions in the attached Manufacturer Specific Terms that require the Ordering Activity to keep certain information confidential are subject to the Freedom of Information Act (5 U.S.C. § 552), and any order by a United States Federal Court. When the end user is an instrumentality of the U.S. Government, neither this Rider, the Manufacturer's Specific Terms nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Rider, the Manufacturer's Specific Terms or the Schedule Contract to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bonafide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Rider, the Manufacturer's Specific Terms and the Schedule Contract.
- u) **Alternate Dispute Resolution.** The GSA Customer cannot be forced to mediate or arbitrate. Arbitration requires prior guidance by the head of a Federal agency promulgated via administrative rulemaking according to 5 U.S.C. § 575(c). GSA has not issued any because it considers the Board of Contract Appeals to be an adequate, binding ADR alternative. All Manufacturer Specific Terms that allow the Contractor to choose arbitration, mediation or other forms of alternate dispute resolution are hereby superseded.
- v) **Ownership of Derivative Works.** Provisions purporting to vest exclusive ownership of all derivative works in the licensor of the standard software on which such works may be based are superseded. Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the GSA Customer shall receive unlimited rights to use such derivative works at no further cost.
- 3. Order of Precedence/Conflict.** To the extent there is a conflict between the terms of this Rider and the terms of the underlying Schedule Contract or a conflict between the terms of this Rider and the terms of an applicable GSA Customer Purchase Order, the terms of the GSA Schedule Contract or any specific, negotiated terms on the GSA Customer Purchase Order shall control over the terms of this Rider. Any capitalized terms used herein but not defined, shall have the meaning assigned to them in the underlying Schedule Contract.

ATTACHMENT A – KEYSIGHT TECHNOLOGIES**IXIA BRANDED SOFTWARE END USER LICENSE AGREEMENT**

This KEYSIGHT SOFTWARE END USER LICENSE AGREEMENT (this "Agreement") is a legal agreement between the undersigned Ordering Activity under GSA Schedule contracts ("Licensee" or "Ordering Activity") and Keysight Technologies, Inc. ("Keysight") for Keysight's Ixia branded software product(s) identified in the related purchase order, including all associated media (collectively, the "SOFTWARE," as further defined below). By both parties executing this Agreement in writing, you are binding the business entity that you represent (i.e., Licensee) to the terms and conditions of this Agreement.

If Licensee does not agree to be bound by the terms of this Agreement, Licensee may not use the SOFTWARE in any way, and must promptly return the SOFTWARE (including, without limitation, any software media), unused, to Keysight.

1. KEYSIGHT PRODUCT

The "Keysight Product" may contain any combination of the following six categories of software:

- (a) "Server Software" is software that is intended for use on a Keysight Ixia branded Hardware Chassis or other Keysight Ixia branded hardware product, and that provides certain services on that product.
- (b) "Client Software" is software that is intended for use on a computer workstation, and that allows an end user to access and utilize the services of Server Software.
- (c) "Console Software" refers to that portion of the IxChariot Software that is intended for use on a computer workstation, and that allows an end user to control Endpoint Software. For the avoidance of doubt, in no event shall Console Software be deemed to be Server Software or Client Software.
- (d) "Endpoint Software" refers to the Performance Endpoint Software and/or the Qcheck Software.
- (e) "License Management Software" is software that provides certain software license management services on a computer server.
- (f) "GPL Software" consists of open source software as selected by Keysight for inclusion in the Keysight Product. GPL Software is not owned by Keysight. Notwithstanding anything in this Agreement to the contrary, GPL Software is distributed by Keysight to Licensee for Licensee's use solely under the terms of the GNU General Public License, Version 2, June 1991, a copy of which is attached to this Agreement. The GNU General Public License governs the GPL Software and the copying, distribution, and modification of the GPL Software. GPL Software source code is available upon request, consistent with the requirements of the GNU General Public License.

2. GRANT OF LICENSE

Subject to the terms, conditions, and restrictions in this Agreement, Keysight grants to Licensee a non-exclusive, non-transferable, and non-sublicenseable license to (i) install and use the Server Software, the Client Software, the Console Software, the Endpoint Software and/or the License Management Software (collectively, and together with any copies thereof made in accordance with this Agreement, the "SOFTWARE") for which Licensee has paid or will pay to Keysight any required license fees, in object code form only, and (ii) use the provided end user documentation, whether printed or electronic (together with any copies thereof made in accordance with this Agreement, the "Documentation"), in support of Licensee's use of the SOFTWARE. The license(s) granted above are subject to the following terms and conditions, as well as all other terms and conditions in this Agreement:

- (a) Server Software. Any Server Software included in the SOFTWARE may be installed and/or used only on the particular Keysight Ixia branded Hardware Chassis or other Keysight Ixia branded hardware product for which such Server Software is designated.
- (b) Client Software. Except as otherwise provided in the applicable Keysight invoice, any Client Software included in the SOFTWARE may be installed and/or used on an unlimited number of computer workstations. Such use is subject to any further restrictions in the

applicable purchase order, including but not limited to any restrictions limiting the number of Client Software copies that can concurrently access and utilize the services of a particular copy of Server Software,

(c) Console Software. Except as otherwise provided below, any Console Software included in the SOFTWARE may be installed and/or used only on the number of designated computer workstations corresponding with the total number of licenses specified in the applicable Keysight invoice. Notwithstanding the foregoing, if Licensee has purchased one or more "floating licenses" for the IxChariot Software, then Licensee may install the corresponding Console Software on an unlimited number of computer workstations, but may only use concurrently the number of copies of such Console Software that is equal to the number of such "floating licenses" purchased by Licensee. Licensee's use of Console Software is subject to any further restrictions in the applicable purchase order, including but not limited to any restrictions limiting the number of simultaneous tests that may be run with such Console Software.

(d) Endpoint Software. Notwithstanding anything in this Agreement to the contrary, Licensee may install and use the Endpoint Software on an unlimited number of computers and may make an unlimited number of copies of such SOFTWARE for backup and archival purposes.

(e) License Management Software. Any License Management Software included in the SOFTWARE may be installed and/or used only on the number of designated servers corresponding with the total number of licenses specified in the applicable purchase order.

(f) Updates and Releases. To the extent that, under the Keysight Limited Warranty or any Keysight Extended Warranty, Keysight provides Licensee with any revised, modified, or replacement SOFTWARE, or additional or supplemental SOFTWARE, or any updates, releases, error correction, or bug fixes related to the SOFTWARE, the same shall become part of the "SOFTWARE" licensed hereunder when delivered to Licensee and shall be subject to all of the terms and conditions contained herein. With respect to any technical information Licensee provides to Keysight in connection with the license(s) granted to Licensee hereunder, Keysight may use such information for any purpose without restriction, including, without limitation, for product support and development. Keysight will not use such technical information in a form that identifies Licensee.

(g) Media; License Keys. Licensee may receive the SOFTWARE in more than one medium, or Licensee may receive copies of the SOFTWARE that are compatible with operating systems not specified on the applicable Keysight quote. Regardless, Licensee may use the SOFTWARE only as expressly permitted in this Agreement. Licensee acknowledges and agrees that installation and/or use of certain SOFTWARE may be subject to activation by license key.

(h) Copies. Except as is otherwise expressly provided in this Agreement, Licensee may make only one copy of the SOFTWARE, and may use that copy only for backup and archival purposes. Licensee may copy the Documentation to the limited extent reasonably necessary to facilitate Licensee's use of the SOFTWARE in accordance with this Agreement.

(i) Reservation of Rights. Keysight reserves all rights not expressly granted herein.

3. TITLE; COPYRIGHT; PATENTS; NO SALE

(a) Ownership. Certain of the SOFTWARE contains or is based upon software and/or other materials licensed to Keysight by third party licensors (e.g., Cisco Systems, Inc.). Licensee acknowledges and agrees that the SOFTWARE (including but not limited to any proprietary protocols implemented therein) constitutes valuable trade secrets of Keysight, its affiliates, and/or its licensors (as applicable). Licensee further acknowledges and agrees that Keysight, its affiliates, and/or its licensors (as applicable) own all right, title, and interest in and to the SOFTWARE (including, without limitation, any all copies, extracts, and associated media thereof, all concepts, logic, protocols, and specifications related thereto, and all images, "applets," photographs, animations, video, audio, and/or text incorporated therein), as well as all patents, trademarks, trade names, inventions, copyrights, know-how, trade secrets, and other intellectual and industrial property rights, and any related applications or extensions, relating to the design, manufacture, operation, or service of the SOFTWARE.

(b) Copyright; Copies. Licensee acknowledges and agrees that the SOFTWARE is protected by United States copyright laws and international treaty provisions. Licensee must treat the SOFTWARE like any other copyrighted material except as otherwise provided herein with respect to making copies of the SOFTWARE.

(c) Licensed Not Sold. Licensee acknowledges and agrees that the SOFTWARE has been licensed to Licensee pursuant to the terms and conditions of this Agreement and that the SOFTWARE has not been sold to Licensee.

(d) PESQ; PAMS/PESQ; PAMS/PESQ/PSQM+; PAMS/PSQM. Licensee acknowledges that any PESQ, PAMS/PESQ, or PAMS/PESQ/PSQM+ software included in the SOFTWARE is protected by copyright and by U.S. patents. Licenses from Psytechnics Limited and Malden Electronics Limited may have terms and conditions different than those of this Agreement. Keysight acknowledges FAR 52.232-39 applies to this EULA. To the extent additional restrictions are permitted by third party software Agreements, further distribution of third party software is prohibited. Liability for any breach of this Agreement shall be determined under the Federal Torts Claims Act, the Tucker Act, the Contract Disputes Act, or other applicable federal law. Licensee also acknowledges that any PAMS/PSQM software included in the SOFTWARE was developed by KPN Research, the Netherlands, and is used by permission under license from OPTICOM Dilp.-Ing. M. Keyhl GmbH, Erlangen, Germany.

4. RESTRICTIONS AND LIMITATIONS

(a) General Use Restrictions. Licensee shall not use, copy, merge, or transfer copies of the SOFTWARE or the Documentation except as may be expressly and specifically authorized in this Agreement. Licensee shall not knowingly take any action that would cause the SOFTWARE to be placed in the public domain.

(b) No Reverse Engineering; No Modification. Licensee may not, under any circumstances, reverse engineer, decompile, disassemble, or otherwise attempt to discover, reconstruct, or identify the source code for the SOFTWARE or any user interface techniques, algorithms, logic, protocols, or specifications included, incorporated, or implemented therein. Furthermore, Licensee may not, under any circumstances and except as expressly authorized by Keysight in the Documentation, modify, port, translate, or create derivative works of the SOFTWARE.

(c) Rental; Leasing. Licensee may not, and agrees that it will not, transfer, assign, rent, lease, lend, resell, or in any way distribute or transfer any rights in this Agreement or the SOFTWARE to third parties, including by operation of law, without Keysight's prior written approval and subject to written agreement by the recipient to the terms of this Agreement.

(d) Export Restrictions; Compliance with Laws. Licensee agrees that Licensee will not, directly or indirectly, export or transmit the SOFTWARE to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce or such other governmental entity as may have jurisdiction over such export or transmission. Licensee agrees to comply with and conform to all applicable laws, regulations, ordinances, and executive orders relating to Licensee's use of the SOFTWARE.

5. USE AUDIT

Keysight shall have the right, upon reasonable notice and not more than once in a 12 month period, to conduct and/or have an independent accounting firm to conduct, during normal business hours on Licensee's premises under Licensee's reasonable supervision, an audit to verify Licensee's compliance with the terms of this Agreement. Keysight or an independent accounting firm shall comply with all of Licensee's security requirements prior to entering the premises or accessing Licensee's systems.

6. TERM AND TERMINATION

(a) General. Except as provided below with respect to evaluation and limited term licenses, this Agreement and the license(s) granted herein will remain effective until terminated. Licensee may terminate this Agreement and the license(s) granted herein by ceasing all use of the SOFTWARE and any related Documentation, and returning all copies of the SOFTWARE and the related Documentation to Keysight. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Keysight shall proceed diligently

with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

(b) Evaluation and Term Licenses. If SOFTWARE has been licensed to Licensee for evaluation purposes, this Agreement will be effective only until the end of the designated evaluation period. If SOFTWARE has been licensed to Licensee for a limited term as specified in the applicable purchase order, then this Agreement will be effective only until the end of such term. SOFTWARE that is subject to any evaluation or limited term license may contain code that can disable most or all of the features of such SOFTWARE upon expiration of such evaluation or limited term license, and unless Licensee has purchased from Keysight the applicable license fee for any additional licenses, Licensee shall have no rights to use the SOFTWARE or the Documentation upon expiration of any such license.

(c) Licensee Obligations Upon Termination or Expiration. Licensee agrees, upon any termination or expiration of this Agreement, to cease use of, and to destroy or return to Keysight, all copies of the SOFTWARE and any related Documentation

7. LIMITED WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY

(a) LIMITED WARRANTY. Keysight warrants that the SOFTWARE will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with SOFTWARE written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN KEYSIGHT'S LIMITED WARRANTY OR ANY KEYSIGHT EXTENDED WARRANTY DESCRIBED IN THE WARRANTY AGREEMENT ATTACHED HERETO, THE SOFTWARE IS PROVIDED "AS IS", AND KEYSIGHT AND ITS SUPPLIERS AND LICENSORS DO NOT MAKE AND SPECIFICALLY DISCLAIM, ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY KIND RELATING TO THE SOFTWARE AND/OR USE OF THE SOFTWARE (INCLUDING, WITHOUT LIMITATION, ACTUAL AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT), AS WELL AS ANY WARRANTIES THAT THE SOFTWARE (OR ANY ELEMENTS THEREOF) WILL ACHIEVE A PARTICULAR RESULT, OR WILL BE UNINTERRUPTED OR ERROR-FREE.

(b) GPL Software. Licensee acknowledges that the GPL Software is third-party software that has not been manufactured, tested, or otherwise approved by Keysight. THE GPL SOFTWARE IS PROVIDED "AS IS," AND KEYSIGHT DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY KIND RELATING TO THE GPL SOFTWARE AND/OR USE OF THE GPL SOFTWARE (INCLUDING, WITHOUT LIMITATION, ACTUAL AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT), AS WELL AS ANY WARRANTIES THAT THE GPL SOFTWARE (OR ANY ELEMENTS THEREOF) WILL ACHIEVE A PARTICULAR RESULT, OR WILL BE UNINTERRUPTED OR ERROR-FREE. Nothing in this Agreement shall obligate Keysight to provide any support for the GPL Software.

(c) LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KEYSIGHT OR ITS LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF PROFITS, REVENUE, DATA, OR USE, OR FROM INTERRUPTED COMMUNICATIONS OR DAMAGED DATA, OR FROM ANY DEFECT OR ERROR, OR IN CONNECTION WITH LICENSEE'S ACQUISITION OF SUBSTITUTE GOODS OR SERVICES OR MALFUNCTION OF THE KEYSIGHT PRODUCT, OR ANY SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR STRICT LIABILITY, EVEN IF KEYSIGHT OR ANY OF ITS LICENSORS OR ANY OTHER PERSON HAS BEEN ADVISED OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY TO ACHIEVE ITS INTENDED PURPOSE. THE FOREGOING EXCLUSION/LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM KEYSIGHT'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

(d) KEYSIGHT LIMITED AND EXTENDED WARRANTIES. THE SOFTWARE IS LICENSED HEREUNDER SUBJECT TO ALL OF THE "OTHER LIMITATIONS" SET FORTH IN KEYSIGHT'S LIMITED WARRANTY AND ANY KEYSIGHT EXTENDED WARRANTY PURCHASED BY LICENSEE.

(e) Responsibilities of Licensee. As a licensee of the SOFTWARE, Licensee is solely responsible for the proper installation and operation of the SOFTWARE in accordance with the instructions and specifications set forth in the Documentation. Keysight shall have no responsibility or liability to Licensee, under Keysight's Limited Warranty or otherwise, for improper installation or operation of the SOFTWARE. Any output or execution errors resulting from improper installation or operation of the SOFTWARE shall not be

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deemed "defects" for purposes of Keysight's Limited Warranty.

8. NON-DISCLOSURE

Licensee shall take all reasonable steps necessary to ensure that the SOFTWARE, the Documentation, and any related Keysight information, or any portion thereof, is not made available or disclosed by Licensee (or by any of its employees, representatives, or agents) to any person other than as may be necessary to Licensee's employees, representatives, and agents to use the same as expressly permitted herein. Licensee agrees that all of its employees, representatives, and agents having access to the SOFTWARE and/or the Documentation shall observe and perform the terms of this Section. Keysight recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552.

9. U.S. GOVERNMENT RESTRICTED RIGHTS

(a) Commercial Software. The SOFTWARE and its accompanying Documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, for purposes of Federal Acquisition Regulations ("FAR") 12.212, and the restrictions set forth in such regulations, and this Agreement shall be deemed to be the license described in such regulations. Any use, modification, reproduction, release, performance, display, or disclosure of the SOFTWARE or its accompanying Documentation by any agency, department, or entity of the United States Government (the "Government") shall be governed solely by the terms of this Agreement and is prohibited except to the extent expressly permitted by the terms of this Agreement. The SOFTWARE and its accompanying Documentation are also deemed to be "restricted computer software" for purposes of FAR 52.227-14(g)(3) (*Alternate III (June 1987)*), which clauses are incorporated herein by reference subject to the express restrictions and prohibitions set forth above.

(b) Certain Technical Data. Any technical data provided that is not covered by the above provisions is deemed to be "technical information related to commercial computer software or commercial computer software documentation" for purposes of FAR 12.212 and the restrictions set forth therein, and is deemed to be "technical data or information related or pertaining to commercial items or processes" developed at private expense and this Agreement shall be deemed to be the license described in such regulations. Any use, modification, reproduction, release, performance, display, or disclosure of such technical data by the Government shall be governed solely by the terms of this Agreement and is prohibited except to the extent expressly permitted by the terms of this Agreement. Such technical data is also deemed to be "limited rights data" as defined in FAR 52.227-14(a) (*Alternate I (June 1987)*) and for purposes of FAR 52.227-14(g)(2) (*Alternate II (June 1987)*), which clauses are incorporated herein by reference subject to the express restrictions and prohibitions set forth above.

(c) Third Party Acceptance of Restrictions. Licensee shall not provide the SOFTWARE, its accompanying Documentation, or the technical data to any party, unless such third party accepts the same restrictions as are set forth in this Section 10. Licensee is responsible for ensuring that the proper notice is given to all such third parties and that the SOFTWARE, its accompanying Documentation, and the technical data are properly marked with the required legends. Nothing in this Section 10(c) shall be deemed to modify the restrictions on transfer or disclosure set forth elsewhere in this Agreement.

10. GOVERNING LAW; ENFORCEMENT

(a) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the Federal laws of the United States. IN ADDITION, THIS AGREEMENT WILL NOT BE GOVERNED OR INTERPRETED IN ANY WAY BY REFERRING TO ANY LAW BASED ON THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA), AND THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS HEREBY EXCLUDED.

11. INVALIDITY OF PROVISIONS

If any provision in this Agreement is invalid or unenforceable, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity or unenforceability and all other provisions of this Agreement shall remain in effect.

12. MISCELLANEOUS

(a) This Agreement together with the underlying GSA Schedule Contract, Schedule pricelist, the specific, negotiated terms on the accepted GSA Customer Purchase Order(s), and Keysight's Limited Warranty and any Keysight Extended Warranty purchased by Licensee set forth the entire agreement between Keysight and Licensee with respect to the SOFTWARE and Licensee's use thereof.

EULA

Revision Date January 2019

L400-15_GSA

Ver. No. 1

No provision of this Agreement or of Keysight's Limited Warranty or any Keysight Extended Warranty may be waived, modified, or superseded except by a written instrument signed by each of Keysight and Licensee. No failure or delay in exercising any right or remedy shall operate as a waiver of any such (or any other) right or remedy. The language of this Agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against either party, regardless of who drafted or was principally responsible for drafting this Agreement or any specific term or conditions hereof. This Agreement shall bind and inure to the benefit of the parties and their successors and permitted assigns. Both parties are acting as independent contractors with respect to the activities hereunder.

Attachment: Copy of the GNU

General Public License GNU

GENERAL PUBLIC

LICENSE

Version 2, June 1991

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If any provision in this Agreement is invalid or unenforceable, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity or unenforceability and all other provisions of this Agreement shall remain in effect.

12. MISCELLANEOUS

(a) This Agreement and the Limited Warranty Agreement together with the underlying GSA Schedule Contract, Schedule pricelist and applicable purchase order(s) set forth the entire agreement between Keysight and Licensee with respect to the SOFTWARE, the Documentation, and Licensee's use thereof. No provision of this Agreement or of the Limited Warranty Agreement may be waived, modified, or superseded except by a written instrument signed by each of Keysight and Licensee. No failure or delay in exercising any right or remedy shall operate as a waiver of any such (or any other) right or remedy. The language of this Agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against either party, regardless of who drafted or was principally responsible for drafting this Agreement or any specific term or conditions hereof. This Agreement shall bind and inure to the benefit of the parties and their successors and permitted assigns. Both parties are acting as independent contractors with respect to the activities hereunder.

LIMITED WARRANTY AND TECHNICAL SUPPORT AGREEMENT FOR IXIA BRANDED KEYSIGHT PRODUCTS

Ixia is a business of Keysight Technologies.

Congratulations on your purchase of one or more Ixia branded products. References herein to Ixia branded products include Ixia branded products and professional services sold by Keysight Technologies, Inc. and its affiliates (“Keysight”). Only those Ixia branded products listed on the quote that you received from Keysight or its authorized reseller are covered under this Limited Warranty and Technical Support Agreement (this “Warranty Agreement”). By using any of the products or services that are covered by this Warranty Agreement, you agree to be bound by the terms and conditions set forth herein.

1. Limited Hardware Warranty

Subject to the exceptions in Section VII below, Keysight provides a limited warranty that covers the hardware and software media (e.g., USB drives) that Keysight ships as part of its Ixiabrandproducts (the “Hardware Warranty”). For the avoidance of doubt, the Hardware Warranty does not cover third party products that are separate and distinct from Keysight products and merely resold by Keysight.

What Is Covered: The Hardware Warranty covers only material defects in the hardware and software media shipped as part of Ixia branded products (each, a “Defect”).

For How Long: The Hardware Warranty is effective for twelve (12) months from the date on which Keysight first ships the corresponding product or any part or portion thereof (such time period is referred to herein as the “Initial Hardware Warranty Term”). Further, for each item that is repaired or replaced by Keysight pursuant to the Hardware Warranty, the Hardware Warranty will remain effective for the longer of

(i) the remainder of the Initial Hardware Warranty Term and (ii) three (3) months following the date on which Keysight first ships the repaired or replaced item. If you purchase additional hardware functionality during the Hardware Warranty Term, including but not limited to adding or changing the configuration of ports, such purchase shall not extend the Hardware Warranty Term for the underlying hardware base unit.

What Keysight Will Do: Except as otherwise expressly set forth in the paragraph below titled “Advanced Replacement,” Keysight’s sole obligation under the Hardware Warranty is, at Keysight’s option, to either repair or replace the hardware or software media that contains the Defect, or refund (or cause the authorized reseller to refund) the purchase price of the corresponding Ixia branded product in exchange for your return of that product. Keysight may use refurbished items and/or substantially similar items to satisfy its obligations hereunder.

What You Must Do: If, during the applicable Hardware Warranty Term, you believe you have discovered a Defect, please contact Customer Support using one of the methods listed online at support.ixiacom.com. Customer Support may require some or all of the following information in order to assist in resolving your problem:

- Model number of the hardware.
- Serial number of the hardware.
- Software version.
- Software license key number or registration information.
- Detailed problem description.
- Customer name and telephone number, and an address to where any repaired or replaced hardware is requested to be shipped.

If Customer Support believes that there is a Defect in the hardware or software media that is covered by the Hardware Warranty and Customer Support cannot resolve that Defect remotely, then Customer Support will issue you a Return of Material Authorization (“RMA”) number. Any item that is returned without an RMA number may be refused by Keysight and returned to you at your sole cost and expense.

All defective hardware and software media that is returned to Keysight must be shipped in its original packaging (including any antistatic bags) to the shipping address specified by Customer Support. Hardware packaged incorrectly may be damaged in shipping, which will invalidate the Hardware Warranty with respect to that item and may cause you to incur a repair or replacement charge. THE ASSIGNED RMA NUMBER MUST BE CLEARLY POSTED ON THE OUTSIDE OF THE BOX. Keysight is responsible for all packing, shipping, insurance costs, taxes, tariffs, and duties (collectively, “Shipping Costs”) due in connection with your return of any item, and you assume the risk of loss and damage for all such items in transit to the shipping address specified by Customer Support. Except as otherwise provided below, Keysight is solely responsible for all Shipping Costs due in connection with Keysight’s return of any repaired or replacement item under the Hardware Warranty, and Keysight assumes the risk of loss and damage for all such items in transit to your return address. If Keysight must return any repaired or replacement item to a location outside of the United States of America, then the foregoing sentence will not apply and, instead, the transportation terms will be the same as those of the initial product sale. Title to any replacement items will transfer to you when risk of loss transfers from Keysight to you pursuant to the foregoing. If Keysight is requested to return any repaired or replacement item to a country that is different from the country in which the item was originally purchased, then Keysight may, at its sole option, either return the item to the country in which it was originally purchased or charge you for any

additional costs incurred by Keysight as a result of that change. If a returned item is determined by Keysight to not contain a Defect or otherwise not be covered by the Hardware Warranty, then Keysight may, at its sole option, charge you for any related costs incurred by Keysight, and you will be responsible for the return of that item to you and for all related Shipping Costs.

IMPORTANT: Before shipping any hardware in accordance with the instructions above, you must (1) back up the data on any hard drive(s) or on any other storage device(s) in that hardware, (2) remove any confidential, proprietary, or personal information (collectively, “Confidential Information”), (3) remove any removable media, such as DVDs, and (4) de-register all Ixia branded software licenses that are registered to that hardware. Keysight will not be responsible for any loss of or damage to your data or your removable media. Further, except as expressly set forth in a written agreement that has been signed by Keysight, and to the extent permitted by applicable law, Keysight will have no liability for any use or disclosure of your Confidential Information.

Advanced Replacement: Ixia branded hardware covered by the Hardware Warranty will be entitled to Advanced Replacement if (i) within the ninety (90) day period immediately following the date on which Keysight first ships such hardware, you notify Customer Support in the manner specified above that such hardware contains a potential Defect, and (ii) Customer Support issues an RMA number for such hardware. “Advanced Replacement” means that, at your request, Keysight will use commercially reasonable efforts to initiate shipment of replacement hardware within two (2) business days following Keysight’s issuance of such RMA. If you make use of Advanced Replacement, you must return the hardware that contains the potential Defect (the “Defective Hardware”) to Keysight as instructed above within fifteen (15) days following your receipt of the replacement hardware, or you will be charged Keysight’s then-current, applicable list price for the replacement hardware. Ownership of the Defective Hardware will transfer to Keysight upon Keysight’s receipt thereof. You acknowledge that the replacement hardware may be refurbished hardware and/or may be a different model than the Defective Hardware (so long as it is a substantially similar model).

2. Limited Software Warranty

Subject to the exceptions in Section VII below, Keysight provides a limited warranty with respect to its Software (the “Software Warranty”). The term “Software” refers to Ixia branded software and firmware programs that are provided by Keysight, but excludes any Third Party Software. The term “Third Party Software” refers to third party software programs that are provided by Keysight but that are separate and distinct from Keysight’s proprietary software (e.g., a third party operating system or antivirus program).

What Is Covered: The Software Warranty only covers the most current General Availability (GA) version of the Software and the most current Early Adopter (EA) version of the Software. Further, the Software Warranty only covers programming defects and errors in the Software that materially and adversely affect the operation of the Software in accordance with its documentation (each, an “Error”). The Software Warranty does not cover Third Party Software.

For How Long: The Software Warranty is effective for twelve (12) months from the Delivery Date (such time period is referred to herein as the “Initial Software Warranty Term”). The term “Delivery Date,” as used herein, means the first date on which Keysight (i) has shipped the media containing the corresponding Software or has made it available for electronic download and (ii) has provided you with any required license key needed to download, install, and/or activate such Software.

What Keysight Will Do: Keysight’s sole obligation under the Software Warranty is to use commercially reasonable efforts to correct or provide a work around for each Error.

What You Must Do: If, during the applicable Software Warranty term, you believe you have discovered an Error, please contact Customer Support using one of the methods listed online at support.ixiacom.com. Customer Support may require some or all of the following information in order to assist in resolving your problem:

- Software version.
- Software license key number or registration information.
- Model number of corresponding hardware.
- Serial number of corresponding hardware.
- Detailed problem description.
- Customer name, address, and telephone number.

Third Party Software: All Third Party Software is provided by Keysight “AS IS” and with no warranty. However, Third Party Software may be covered by a separate warranty provided by the third party licensor of that software. Further, if any Ixia branded hardware or Software product fails to operate substantially in accordance with its documentation as the result of any defect in any Third Party Software, then Keysight will use commercially reasonable efforts to obtain a remedy for that defect, provided that such Ixia branded hardware or Software product (i) is covered under the Hardware Warranty or Software Warranty (as applicable), and (ii) is designated by Keysight as compatible with that Third Party Software. For assistance with any such defect, please contact Customer Support using one of the methods listed at support.ixiacom.com.

3. Professional Services Warranty

Keysight warrants that all Professional Services will be performed in a good and workmanlike manner, consistent with applicable industry standards (the “Professional Services Warranty”). As used herein, the term “Professional Services” refers to services provided by Keysight for

a fee that are separate and distinct from the warranty, maintenance, and support services described elsewhere in this Warranty Agreement. The Professional Services Warranty will be in effect for thirty (30) days following completion of the corresponding services (the "Warranty Period"). Customer's sole and exclusive remedy for any breach of the Professional Services Warranty will be for Keysight, at its option, to either re-perform the non-conforming services or refund the corresponding fees paid by Customer hereunder, and Keysight will have no obligation with respect to any such breach that is first reported to Keysight after the Warranty Period.

4. Technical Support

Subject to the product-specific exceptions in Section VII below, Keysight will provide you with technical support services to assist you with the installation, operation, and/or configuration of each Ixia branded product that you have purchased or licensed, and to assist you with any Defects or Errors that you believe you have identified ("Technical Support"). Technical Support will only be provided for so long as that product is covered under the Hardware Warranty or Software Warranty (as applicable), and you must be registered with Keysight as the original owner/licensee of that product to receive Technical Support. Except as otherwise determined by Keysight in its sole discretion, all Technical Support will be provided remotely (e.g., via telephone and/or email, or through ixiacom.com). Further, except as expressly set forth in Section VI below or as otherwise determined by Keysight in its sole discretion, Technical Support will only be provided during the hours specified on our website at support.ixiacom.com ("Business Hours") for the region in which the applicable Support Center is located. To locate the applicable contact information for Customer Support, or to access any online Technical Support resources available with respect to the Ixia branded product that you have purchased or licensed, please visit that website.

5. Software Updates

Subject to the exceptions in Section VII below, Keysight will make available to you all Updates for Software that you have licensed for so long as that Software is covered under the Software Warranty. The term "Updates" refers to modifications, enhancements, and upgrades to Software that Keysight makes generally available, at no additional fee, to its other customers who are covered by the same Software Warranty. For the avoidance of doubt, the term "Updates" does not include any modifications, enhancements, or upgrades to Software that are licensed separately for an additional fee. All Updates and Error corrections provided for Software pursuant to this Warranty Agreement will constitute part of that Software and are provided to you under the terms of the applicable software end user license agreement for that Software.

6. Additional Services

You may purchase, for an additional fee, the services described below in this Section VI (individually and collectively, the "Additional Services") to supplement the warranties, support, and services described above. Keysight may, in its sole discretion, not offer or cease offering any of the Additional Services for any products. Notwithstanding anything in this Warranty Agreement to the contrary, for so long as a product is covered by the Additional Services, that product shall also be covered by, as applicable, the Hardware Warranty, the Software Warranty, Technical Support, and Updates.

Essential Support. For each Ixia branded product covered by Essential Support, Keysight will use commercially reasonable efforts to respond to each of your requests for Technical Support regarding that product within two (2) Business Hours following Keysight's initial receipt of that request. For so long as an Ixia branded hardware product is covered by Essential Support, that product will be eligible for Advanced Replacement. Use of Advanced Replacement is conditioned upon the issuance of an RMA number for that product by Customer Support.

Enterprise 24x7 Support: For each Ixia branded product covered by Enterprise 24x7 Support, (i) Keysight will use commercially reasonable efforts to respond to each of your requests for Technical Support regarding that product within two (2) hours following Keysight's initial receipt of that request, and (ii) a senior Support Advocate (either Director level or above and designated by Keysight) will, at your request and up to once per calendar quarter, meet with you at the time and location agreed upon by you and Keysight (a "Support Advocate Meeting") to discuss your existing and closed Technical Support cases with respect to that product, any proposals you may have for Keysight to improve its support services, and any recent or anticipated improvements to Keysight's support services that may benefit you. Support Advocate Meeting rights for a particular calendar quarter expire at the end of that calendar quarter and may not be accrued or rolled over to subsequent quarters. For so long as an Ixia branded hardware product is covered by Enterprise 24x7 Support, that product will be eligible for Advanced Replacement. Use of Advanced Replacement is conditioned upon the issuance of an RMA number for that product by Customer Support.

7. Exceptions

BreakingPoint Software Products: You will only be entitled to Technical Support and Updates for the BreakingPoint Software that you have licensed if, and for so long as, that Software is covered by an Application Threat Intelligence ("ATI") subscription. An ATI subscription also entitles you to StrikePack Updates. StrikePack Updates contain new security attacks and application protocols for BreakingPoint Software. You must pay an additional fee for an ATI subscription.

BreakingPoint Hardware Products: For so long as your BreakingPoint hardware product is covered by the Hardware Warranty, that product will be eligible for Advanced Replacement. Use of Advanced Replacement is conditioned upon the issuance of an RMA number for that hardware by Customer Support.

IxCatapult Products: For all IxCatapult products that are delivered to you outside of Japan, both the Initial Hardware Warranty Term and the Initial Software Warranty Term shall be three (3) months in length.

ThreatARMOR Products: ThreatARMOR products are not covered by either the Hardware Warranty or the Software Warranty unless such products are also covered by either Essential Support or Enterprise 24x7 Support. Further, Essential Support and Enterprise 24x7 Support for a ThreatARMOR product must be purchased together with an ATI subscription. You must pay additional fees for Essential Support, Enterprise 24x7 Support, and the bundled ATI subscriptions.

TradeView Products: You will not receive any Updates to the Market Data Feeds Decoder for any TradeView products that you have purchased unless you have an active Feed Decoder subscription. You must pay an additional fee for a Feed Decoder subscription.

Mobile Applications: From time to time, Keysight may make one or more mobile software applications (“Apps”) available for use in conjunction with one or more of the Ixia branded products. Apps may be made available through the Apple App Store, the Google Play Store, or otherwise. All Apps are provided “AS IS,” and you shall not be entitled to any warranty, support, or software updates of any kind with respect thereto.

Professional Services: You will not be entitled to the Hardware Warranty, the Software Warranty, or Technical Support in connection with any goods or services provided to you as part of the Professional Services.

8. Coverage Limitations

WHAT IS NOT COVERED: NOTWITHSTANDING ANYTHING IN THIS WARRANTY AGREEMENT TO THE CONTRARY and in addition to all other limitations set forth in this Warranty Agreement, the Hardware Warranty, Software Warranty, the Professional Services Warranty, Technical Support, Updates, any Additional Services that you have purchased, and any other services identified herein that you have purchased (collectively, the “Services”) do not cover:

- Products with missing or altered serial numbers.
- Hardware products that have been opened, or for which any of the security screws have been removed without Keysight's prior authorization.
- Products for which Keysight (or Keysight's authorized reseller, if applicable) has not received full payment in accordance with the applicable payment terms.
- Lost or stolen products.
- Non-serialized accessories, such as cables, baffles, and mounting brackets (unless the corresponding Ixia branded hardware base unit for such item is covered under the Hardware Warranty, in which case Keysight's sole obligation shall be to use commercially reasonable efforts to provide the Services for such item).
- Problems that result from:
 - external causes such as accident, abuse, misuse, or problems with electrical power;
 - servicing not authorized by Keysight;
 - installation or usage that is not in accordance with the corresponding documentation provided by Keysight;
 - failure to perform commercially reasonable preventative maintenance; or
 - use of accessories, parts, components, or software not supplied by Keysight.
- Problems that are first reported after the effective period of the applicable Services.
- The physical installation or physical deployment of any products (except if and to the extent that such services were to be provided as part of the corresponding Professional Services).

Repairs Do Not Extend Warranty Periods: Except as otherwise expressly provided above with respect to hardware products, the effective periods of the Services will not be extended as the result of any repairs, replacements, Error corrections, or Software updates provided hereunder.

Not Transferable: Only the original end user authorized by Keysight to use the Ixia branded product(s) may receive the corresponding Services. None of the Services may be assigned or transferred, directly or indirectly, by operation of law or otherwise. Any such termination will not affect any amounts due from you hereunder, and you will not be entitled to any refund of any pre-paid amounts as a result of any such termination.

Services Provided in English: Except as otherwise determined by Keysight in its sole discretion, all Services shall be provided in the English language only.

Force Majeure: Keysight shall not be liable for failing to perform any of its obligations under this Warranty Agreement if such failure is due to a cause beyond Keysight's reasonable control.

9. Other Limitations

DISCLAIMER OF WARRANTIES: Keysight warrants that ALL HARDWARE, SOFTWARE, SOFTWARE MEDIA, THIRD PARTY HARDWARE INTEGRATED INTO A KEYSIGHT SOLUTION, AND THIRD PARTY SOFTWARE INTEGRATED INTO A KEYSIGHT SOLUTION PROVIDED BY KEYSIGHT OR ITS AUTHORIZED RESELLERS AS PART OF OR IN CONNECTION WITH ANY IXIA

BRANDED PRODUCT, OR IN CONNECTION WITH THIS WARRANTY AGREEMENT (Collectively, THE "KEYSIGHT DELIVERABLES") will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Keysight's published specifications for the KEYSIGHT DELIVERABLES. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE "KEYSIGHT DELIVERABLES, THIRD PARTY HARDWARE OR THIRD PARTY SOFTWARE THAT IS NOT INTEGRATED INTO A KEYSIGHT SOLUTION, PROFESSIONAL SERVICES, AND OTHER SERVICES ARE PROVIDED "AS IS", AND KEYSIGHT AND ITS SUPPLIERS AND LICENSORS DO NOT MAKE AND SPECIFICALLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY KIND RELATING TO THE KEYSIGHT DELIVERABLES AND/OR USE OF THE KEYSIGHT DELIVERABLES (INCLUDING, WITHOUT LIMITATION, ACTUAL AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT), AS WELL AS ANY WARRANTIES THAT THE KEYSIGHT DELIVERABLES (OR ANY ELEMENTS THEREOF) WILL ACHIEVE A PARTICULAR RESULT OR WILL BE UNINTERRUPTED OR ERROR-FREE.

LIMITATIONS ON LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL KEYSIGHT BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF PROFITS, REVENUE, DATA, OR USE, OR FROM INTERRUPTED COMMUNICATIONS OR DAMAGED DATA, OR IN CONNECTION WITH CUSTOMER'S ACQUISITION OF SUBSTITUTE GOODS OR SERVICES, OR ANY SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR STRICT LIABILITY, EVEN IF KEYSIGHT OR ANY OTHER PERSON HAS BEEN ADVISED OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, KEYSIGHT'S MAXIMUM AGGREGATE LIABILITY IN CONNECTION WITH THIS WARRANTY AGREEMENT AND/OR IN CONNECTION WITH ANY DELIVERABLES (OR YOUR LICENSING, PURCHASE, OR USE THEREOF) WILL NOT EXCEED THE CONTRACT PRICE. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING EXCLUSION/LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM KEYSIGHT'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

Unauthorized Persons Cannot Change Terms: Additional statements by agents, employees, or resellers of Keysight do not constitute warranties by Keysight, do not bind Keysight, and may not be relied upon. This Warranty Agreement may only be amended by a written agreement signed by both parties.

Export Restrictions: You expressly agree that you assume full responsibility for obtaining any and all required export authorizations from all applicable government authorities prior to exporting, re-exporting or transferring any items, technology or technical data and for complying with all applicable laws and regulations relating to any such transfer or transaction. You shall not sell or transfer any items, technology or technical data to any entity designated or identified by the U.S. Government as a restricted person or included on any U.S. Government-maintained restricted person list, including, but not limited to, (i) the Specially Designated Nationals and Blocked Persons List, (ii) the Foreign Sanctions Evaders List, (iii) the Sectoral Sanctions Identification List, (iv) the Entity List, (v) the Denied Persons List, and (vi) the Unverified List (collectively, "US Restricted Lists"). Further information on these and other applicable lists can be found at www.treasury.gov or www.bis.doc.gov. Keysight may, in its sole discretion, suspend performance or cancel all or part of the order if you are designated on US Restricted Lists or you do not comply with the provisions of this section and may, in its sole discretion, refuse to perform any post-sale services with respect to the items (including, but not limited to, any repair or replacement under warranty) if such activities would involve in any way, an entity on any US Restricted Lists. Keysight may, in its sole discretion, require you to provide an end user certificate and/or an export license prior to Keysight's delivery of any item to you.

Governing Law and Jurisdiction: This Warranty Agreement and the rights and obligations of the parties hereunder will be governed by and construed in accordance with the Federal laws of the United States without giving effect to principles of conflicts of law. THIS WARRANTY AGREEMENT WILL NOT BE GOVERNED OR INTERPRETED IN ANY WAY BY REFERRING TO ANY LAW BASED ON THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA), AND THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS HEREBY EXCLUDED.

Termination: Any such termination will not affect any amounts due from you hereunder. For subscription licenses, this Warranty Agreement will terminate when your subscription expires or is terminated.

Severability: If any provision of this Warranty Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Warranty Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by applicable law.

Survival: This Section IX of this Warranty Agreement will survive any expiration or termination of this Warranty Agreement for any reason and continue in full force and effect in perpetuity.

10. Renewals

You may renew the Services for one or more additional, successive terms, subject to your issuance of a purchase order and subject to the following conditions and limitations:

- The renewal agreement be in writing and signed by both parties.
- Renewal fees and renewal term lengths will be as determined by Keysight in accordance with the GSA pricelist and as set forth in the applicable purchase order.
- Renewal terms must be continuous with no gaps in coverage. Any reinstatement of coverage after a gap in coverage is

subject to Keysight's approval.

- Except as otherwise set forth in a written agreement signed by Keysight, all of the terms, conditions, and limitations set forth in this Warranty Agreement will apply with respect to each such renewal order.
- Certain Services may only be renewed together with certain other Services. Please contact the Support Renewals team at renewals@ixiacom.com or your account representative for an explanation of these dependencies.
- Notwithstanding anything in this Warranty Agreement to the contrary, on and after the End-of-Development Date for an Ixia branded product, Keysight may refuse to provide code changes to correct Errors in that product. Such End-of-Development Dates are set forth in Keysight's End of Life Policy for Ixia branded products, which is posted at support.ixiacom.com.
- Keysight may, at any time and in its sole discretion, cease offering renewal terms for any of the Services, refuse to renew any of the Services, or condition any such renewal upon your acceptance of terms and conditions that are in addition to, or different than, the terms and conditions set forth in this Warranty Agreement which must be agreed to in writing by both parties.