

# Software End-User License Agreement

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The Software and Documentation are "commercial items" as that term is defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If the Software and Documentation are being acquired by or on behalf of the

U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the Software and Documentation will be only those specified in this Agreement.

## 8. General

This Agreement and warranties ("Warranties") will be governed by and construed in accordance with the laws of the State of California, United States of America, notwithstanding any conflicts of Law provisions; and the state and federal courts of Santa Clara County, California shall have exclusive jurisdiction over any claim arising under the Agreement or Warranties, without regard to or application of conflict of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply. You may not assign or transfer this Agreement or any rights granted hereunder, by operation of law or otherwise, without Allied Telesis' prior written consent, and any attempt by you to do so, without such consent, will be void. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. All notices or approvals required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All notices or approvals will be sent to the addresses set forth in the applicable ordering document or invoice or to such other address as may be specified by either party to the other in accordance with this section. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible, and the other provisions will remain in full force and effect. This Agreement is the complete and exclusive understanding and agreement between the parties regarding its subject matter, and supersedes all proposals, understandings or communications between the parties, oral or written, regarding its subject matter, unless you and Allied Telesis have executed a separate agreement. The Agreement has been written in the English language, and the parties agree that the English version will govern. Any terms or conditions contained in your purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by Allied Telesis and will be deemed null.

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1. Allied Telesis software and documentation, including technical data are subject to United States (U.S.) national security, foreign policy, anti-terrorism laws, export regulations and other national local laws.

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- Denied Persons List  
*A list of individuals and entities that have been denied export privileges.*
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*A list of parties where U.S. Bureau of Industry and Security ("BIS") has been unable to verify the end-user in prior transactions.*
- Entity List  
*A list of parties whose presence in a transaction can trigger a license requirement under the Export Administration Regulations. The list specifies the license requirements that apply to each listed party. These license requirements are in addition to any license requirements imposed on the transaction by other provisions of the Export Administration Regulations.*
- Specially Designated Nationals List  
*A list compiled by the U.S. Treasury Department, Office of Foreign Assets Control (OFAC). OFAC's regulations may prohibit a transaction if a party on this list is involved. In addition, the Export Administration Regulations require a license for exports or reexports to any party in any entry on this list that contains any of the suffixes "SDGT", "SDT", "FTO", "IRAQ2" or "NPWMD".*
- Debarred List  
*A list compiled by the U.S. State Department of parties who are barred by §127.7 of the International Traffic in Arms Regulations (ITAR) (22 CFR §127.7) from participating directly or indirectly in the export of defense articles, including technical data or in the furnishing of defense services for which a license or approval is required by the ITAR.*

- Nonproliferation Sanctions  
*Lists compiled by the U.S. State Department of parties that have been sanctioned under various statutes. The Federal Register notice imposing sanctions on a party states the sanctions that apply to that party. Some of these sanctioned parties are subject to BIS' license application denial policy described in ¶744.19 of the EAR (15 CFR ¶744.19).*
3. I agree to abide by all export, import, use and development and/or re-export laws of USA and in the country in which I reside. I understand and agree that Allied Telesis is not responsible for the recipient's failure to abide by any such law.
  4. I agree to contact Allied Telesis' Export Control Department if I know or have reason to believe that another party has or intends to violate U.S. export laws or local country export laws.
  5. I will not transfer (physically or electronically) Allied Telesis software and documentation, including its technical data and encryption software and documentation, including its data to denied persons, sanctioned entities, territories, or uses without ensuring compliance with U.S. and local laws and regulations.
  6. I will not transfer (physically or electronically) Allied Telesis's restricted software and documentation, including technical data to, or for, sensitive use of government organization/enterprises in country group D & E.
  7. I will not use Allied Telesis software and documentation, including technical data for any purposes prohibited by U.S. law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.
  8. I agree to notify consignee and end-user of the conditions above.
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## Appendix A – API Access & Use Addendum

### ALLIED TELESIS – API ACCESS & USE ADDENDUM

This API Access & Use Addendum ("**API Addendum**") supplements and forms part of the Allied Telesis Software End User License Agreement ("**EULA**"). It governs all access to and use of Allied Telesis application programming interfaces, endpoints, credentials, documentation, and related technology (collectively, the "**API**"). Capitalized terms not defined herein have the meanings assigned in the EULA.

#### 1. API License Grant

Subject to the terms of the EULA and this API Addendum, Allied Telesis grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the API solely for Customer's business purposes in connection with the lawful operation, monitoring, management, and configuration of Allied Telesis products owned or otherwise lawfully controlled by Customer.

#### 2. API Credentials and Account Responsibility

Where API access is provisioned on a per-customer account basis through authentication credentials, access keys, or tokens ("**API Credentials**"), then Customer is solely responsible:

- For maintaining the confidentiality and security of all API Credentials.
- For all activity conducted using Customer's API Credentials, whether authorized or unauthorized; and
- To promptly notify Allied Telesis if any API Credentials are lost, compromised, or misused.

Customer shall not share, sublicense, transfer, or allow use of its API Credentials by any third party outside Customer's organization.

#### 3. Usage Restrictions

Customer shall not directly or indirectly:

- a) Attempt to defeat or circumvent any access controls, authentication mechanisms, usage tracking systems, or rate limits that may exist.
- b) Use the API in any way that interferes with, degrades, or disrupts Allied Telesis systems, services, networks, or infrastructure.
- c) Use the API for competitive analysis, data scraping, aggregation, or the creation of competing products or services; or
- d) Reverse engineer, decompile, or derive the structure or underlying mechanisms of the API except as explicitly permitted by applicable law.



#### 4. Operational Controls and Rate Limiting

Where an API is provided as a service, Allied Telesis may establish and enforce reasonable operational controls concerning API use, including:

- Consumption limits,
- Rate limits,
- Throttling restrictions,
- Usage monitoring, and
- Security filtering.

Allied Telesis may modify or enforce such controls at any time.

#### 5. Suspension and Revocation

Where an API is provided as a service, Allied Telesis may immediately suspend, restrict, or terminate Customer's API access without prior notice if Allied Telesis reasonably determines that:

- Customer has violated the EULA or this API Addendum.
- API Credentials have been compromised.
- API use threatens system integrity, service stability, or network security; or
- Suspension is required by law or regulatory obligation.

Suspension or termination of the API does not relieve Customer of continuing obligations under the EULA.

#### 6. Ownership and Data

The API and all associated intellectual property, including software, specifications, interfaces, documentation, and derivative works, remain the exclusive property of Allied Telesis.

Customer retains ownership of any data generated by its Allied Telesis devices ("**Customer Data**").

Customer grants Allied Telesis a limited, non-exclusive right to use and transmit Customer Data as necessary to provide API functionality and support services.

No ownership rights in the API or underlying technology are transferred to Customer.

#### 7. Disclaimer – API

Without limiting the general disclaimers contained in the EULA:

**The API is provided "AS IS" and "AS AVAILABLE," without warranty of any kind.**

Allied Telesis does not warrant uninterrupted operation, continuous availability, error-free performance, or the accuracy or completeness of API output.

#### 8. Support

API access does not include any right to technical support, maintenance obligations, availability commitments, or service-level guarantees, unless expressly stated in a separate written support agreement.

#### 9. Indemnification

Customer shall indemnify, defend, and hold harmless Allied Telesis, its affiliates, employees, officers, and directors from and against any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from:

- Customer's use of the API in violation of this API Addendum or the EULA; or
- Any applications, tools, scripts, or integrations developed or deployed by Customer using the API.

#### 10. Governing Terms

In the event of a conflict between the terms of this API Addendum and the EULA, this API Addendum controls solely with respect to API access and use. All other terms of the EULA remain unchanged.

#### 11. Acceptance

By accessing or using the API, Customer agrees to be legally bound by the EULA and this API Access & Use Addendum.