HARMONIC INC.

END USER LICENSE AGREEMENT

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5. **UPGRADES AND ADDITIONAL FEATURES.** You acknowledge that Harmonic may offer optional upgrades, features, functionality, services and support for or relating to the Software for fees that are in addition to any fees you have paid for the Software. Any such upgrades, features, functionality and services purchased by you shall be subject to the terms and conditions of this Agreement and/or a new agreement.

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EMS-EULA, Rev. A (June 2015)
8. **TERM AND TERMINATION.** This Agreement shall be effective for the Term, unless earlier terminated as stated in this Agreement. If you terminate this Agreement, you agree to un-install the Software and you shall not be entitled to any refund of fees you paid for the Software. In the event you are not in compliance with any of the terms or conditions of this Agreement, Harmonic shall have the right to terminate this Agreement immediately, and you shall not be entitled to any refund of fees you paid for the Software. Upon termination of this Agreement for any reason, you understand that you will no longer have any right to use the Software and will be required to return or destroy the Software, and all copies thereof.

9. **ASSIGNMENT.** No assignment by you (by operation of law or otherwise) of any of your rights or obligations under this Agreement shall be effective, without the prior written consent of Harmonic. Any assignment without the prior written consent of Harmonic will be null and void. Subject to the foregoing sentence, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

10. **GOVERNING LAW.** Any claim arising under or related to this Agreement will be governed by California law (excluding its conflict of law principles) and controlling United States federal law. Any action under or relating to this Agreement brought by you shall be brought solely in the state and federal courts located in California with sole venue in the courts located in Santa Clara County and you hereby submit to the personal jurisdiction of such courts. The United Nations Convention on Contracts for the Sale of Goods does not apply to this Agreement.

11. **EXPORT REGULATIONS.** You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. You agree to comply strictly with all such laws and regulations and acknowledge that the Software may not be exported or re-exported (i) into (or to a national or resident of) any United States embargoed country or (ii) to anyone on the United States Treasury Department’s list of Specially Designated Nationals or the United States Commerce Department’s Table of Denial Orders (each, a “List”). By using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such List. You shall indemnify and hold Harmonic harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to any breach by you of your obligations under this section. Your obligations under this section shall survive the expiration or termination of this Agreement.

12. **GOVERNMENT END USERS.** The Software and related Documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

13. **ENGLISH LANGUAGE.** This Agreement was originally written in English. If this Agreement is translated into any other language, the translation shall be for review purposes only and have no legal effect. The English language version of this Agreement shall control and shall be binding on the parties to this Agreement.

14. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission of the provision would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

15. **SURVIVAL CLAUSES.** Upon expiration or termination, each party will remain obligated under this Agreement for transactions that have already been completed and to those parts of the Agreement relating to ownership, warranties, limitation of liability, governing law, obligations upon expiration or termination, and any other applicable provisions which by their nature would survive any such expiration or termination of this Agreement.

16. **STATUTE OF LIMITATIONS.** Any cause of action arising out of or related to this Agreement must be brought by you no later than one (1) year after the cause of action has occurred.
17. ENTIRE AGREEMENT. This Agreement is the entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed or otherwise accepted by an authorized representative of each party.

18. DEFINITIONS. The following defined terms shall have the corresponding meaning when used in this Agreement:

- "Documentation" means written information (including but not limited to technical manuals, training materials, specifications or otherwise) pertaining to the Software and made available to you in connection with your licensing of the Software.
- "Software" means Harmonic's EdgeMS software.
- "Term" means perpetual.

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