



NETAPP CHRONICLE SOFTWARE ACADEMIC END USER LICENSE AGREEMENT

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NetApp has established the Group as a platform for current members of academic institutions, to obtain certain NetApp Materials consisting of the following (defined more particularly in Section 2.3 below, along with other capitalized terms):

- Chronicle Software; and
- Documentation

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2.3.2 "Chronicle Software Improvement(s)" is a Derivative Work of the Chronicle Software.

2.3.3 "NetApp's Licensed Patent Claims" means only those claims of a NetApp owned patent that (a) are directly infringed by the Chronicle Software, alone and not in combination, in its unmodified form, as originally created and furnished by NetApp to You under this Agreement and (b) NetApp has the right to license to you.

2.3.4 "Documentation" includes an administrative and installation guide provided by NetApp to you or otherwise on the Site related to the Chronicle Software.

2.3.5 "Materials" consists of the Chronicle Software and Documentation.

2.3.6 A "Derivative Work" is a derivative work within the meaning of the US Copyright Act of 1976 (as amended) including, without limitation, any modification, improvement, revision, port, translation, abridgement, condensation, or expansion of the original work or any form in which the original content is recast, transferred, transformed or adapted, which if prepared without the rights granted under this Agreement, would result in copyright infringement.

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- c) loss of revenues, profits, goodwill or anticipated savings;
- d) procurement of substitute goods and/or services; or
- e) interruption to business; even if it has been advised of the possibility of such claims or damages.

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9. Indemnification. You agree to indemnify, hold harmless and (if requested by NetApp) defend NetApp, at your expense, against any and all third party claims, actions, proceedings and suits asserted against NetApp or any of its officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees) incurred by NetApp or any of its officers, directors, employees, agents or affiliates, arising out of or relating to: (i) your breach of any term or condition of this Agreement (ii) your use of the Materials (including, but not limited to your distribution or contribution of any Materials in whole or in part) excluding only claims arising from the original unmodified Materials provided to you, or (ii) your unauthorized use of the Materials. In such instances, NetApp will provide you with written notice of such third party claim, action, proceeding or suit to the last email and/or mailing address furnished to NetApp with a cc to your internal legal department (if applicable). Failure to provide such notice promptly shall not release you of these indemnity obligations except and only to the extent prejudiced by such delay. You shall cooperate as fully as reasonably required in the defense of any claim. NetApp reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.



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13. Export Control Laws And Regulations. The Materials are subject to applicable export control laws and regulations of the United States and other countries and You agree to comply with them. You represent and warrant that You:

- a) will not, directly or indirectly, export or re-export the Materials to, or use the Materials in, countries subject to U.S. embargoes or trade sanctions programs, unless authorized by U.S. export licenses or other government authorizations (as of December 2012, these countries are: Cuba, North Korea, Iran, Sudan and Syria);
- b) will comply with any updates and revisions that the U.S. Government makes to the sanctions, embargoes and the list of countries specified in section 13(a) above;
- c) are not a party, nor will you export or re-export to a party, identified on any government export exclusion lists, including but not limited to the U.S. Denied Persons, Entity, and Specially Designated Nationals Lists; and
- d) will not use the Materials for any purposes prohibited by United States law, including but without limitation, the development, design, manufacture or production of nuclear, missile, chemical, biological weaponry or other weapons of mass destruction.

14. Data Privacy. You have sole responsibility for personal data managed or stored using the Materials and agree to comply with all applicable data privacy laws.

15. General. This Agreement shall be construed pursuant to the laws of i) the State of California, United States, excluding its conflicts of law provisions, if You are located in the United States or in a country in which NetApp has no local sales subsidiary, or ii) the country in which You are located if NetApp has a local sales subsidiary in that country. NetApp reserves the right to control all aspects of any lawsuit or claim that arises from Your use of the Materials. If required by NetApp's agreement with a third party licensor, NetApp's licensor shall be a direct and intended third party beneficiary of this Agreement and may enforce it directly against You. NetApp does not waive any of its rights under this Agreement by failing to or delaying the exercise of its rights or partially exercising its rights at any time. To the extent that any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. This Agreement may not be changed except by an amendment accepted by an authorized representative of each party. In the event of a dispute between the English and non-English version of the Agreement (where translated for local requirements), the English version of this Agreement shall govern, to the extent permitted by



applicable laws. This Agreement represents the entire agreement and understanding between NetApp and You with respect to the Materials. It supersedes any previous communications, representations or agreements between NetApp and You and prevails over any conflicting or additional terms in any quote, purchase order, acknowledgment, or similar communication between the parties.

16. Miscellaneous. Any comments and/or suggestions regarding the Materials, the Site and/or the Group may be provided by contacting the NetApp developer group lead for Chronicle Software at ng-chronicle@netapp.com.



EXHIBIT A

Licensed Chronicle Software

The Chronicle Software consists of specific source code or scripts developed and owned by NetApp to capture NFSv3 network traffic. The most current versions of the source code and scripts included in the Chronicle Software reside on <https://github.com/NTAP/chronicle> (under repository that starts with “Chronicle” identified as the type)

The Chronicle Software includes the following components (“Chronicle Software Components”), owned and originating from NetApp:

- 1) libtask: An actor-model messaging library;
- 2) chronicle: A framework built on top of libtask for capturing NFSv3 traffic;
- 3) fswalk: A tool to walk the file system tree and collect information about files and directories; and
- 4) trace anonymizer toolkit: A set of tools to anonymize, encrypt, and decrypt chronicle traces.