

A10 NETWORKS, INC.
SOFTWARE LICENSE AGREEMENT

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE INSTALLING OR USING THE A10 NETWORKS SOFTWARE (INCLUDING MAINTENANCE RELEASES, IF ANY) OR ANY A10 NETWORKS DOCUMENTATION (COLLECTIVELY, THE “SOFTWARE”).

THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT (“AGREEMENT”) GOVERN USE OF THE SOFTWARE UNLESS CUSTOMER AND A10 NETWORKS, INC. (“A10 NETWORKS”) HAVE EXECUTED A SEPARATE AGREEMENT GOVERNING USE OF THE SOFTWARE.

A10 Networks is willing to license the Software to Customer only upon the condition that Customer accepts all the terms contained in this Agreement. If Customer installs or uses the Software or keeps it for 30 days after the date of purchase (or the date of delivery, if A10 Networks has made the Software available to Customer without charge), then Customer has indicated that Customer understands this Agreement and accept all of its terms. If you are accepting the terms of this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to the terms of this Agreement, and, in such event, “Customer” will refer to that company or other legal entity. If Customer does not accept all the terms of this Agreement, then A10 Networks is unwilling to license the Software to Customer, and Customer must destroy all copies of the Software.

1. Grant of License.

(a) Production License. Conditioned upon Customer’s compliance with the terms and conditions of this Agreement, A10 Networks grants Customer a personal, limited, non-exclusive and non-transferable (without a right to sublicense, except as otherwise expressly provided herein) license solely for Customer’s internal business purposes and solely for the purpose of further optimizing Customer network, which may include providing hosting, application, service bureau, or software-as-a-service (SaaS) services to third parties, with respect to the applicable A10 Networks Software identified on Customer’s purchase order as accepted by A10 Networks (in each case, the “Software” as applicable), solely as follows to:

VTHUNDER SOFTWARE (as delivered for use on a virtual machine): to Execute (as defined below) a single instance with a unique identifier (UID) of the executable form of the Software on a single hypervisor.

THUNDER SERIES SOFTWARE (as delivered on an A10 appliance): to Execute (as defined below) the executable form of the Software on a single hardware appliance manufactured by or for A10 Networks.

AGALAXY SOFTWARE (as delivered for use on a virtual machine): to Execute (as defined below) a single instance with a unique identifier (UID) of the executable form of the Software on a single hypervisor, solely for Customer’s internal business purposes and solely for the purpose of further optimizing Customer network.

AGALAXY SOFTWARE (as delivered on an A10 appliance): to Execute (as defined below) a single instance with a unique identifier (UID) of the executable form of the Software on a single hypervisor, solely for Customer's internal business purposes and solely for the purpose of further optimizing Customer network.

BAREMETAL SOFTWARE: to Execute (as defined below) a single instance with a unique identifier (UID) of the executable form of the Software on a single Intel x86 based server ("Bare Metal Hardware").

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AX SERIES SOFTWARE (as delivered on an A10 appliance): to Execute (as defined below) the executable form of the Software on a single hardware appliance manufactured by or for A10 Networks.

(b) Trial License. Notwithstanding any other term herein, if Customer has downloaded a trial version or otherwise is licensed for evaluation or proof of concept (POC), and has not paid the license fees, Customer's license is limited to a **Trial License**, namely as follows: Conditioned upon Customer's compliance with the terms and conditions of this Agreement, during the Trial Term, A10 Networks grants Customer a non-exclusive and non-transferable license to the applicable Software in accordance with the terms of the Production License terms (set forth above in Section 1(a)) solely during the Trial Term; THE SOFTWARE MAY CONTAIN A DISABLING DEVICE THAT WILL PREVENT IT FROM BEING USED AFTER THE EVALUATION PERIOD ENDS. CUSTOMER AGREES NOT TO TAMPER WITH THE DISABLING DEVICE OR THE SOFTWARE. CUSTOMER SHOULD TAKE PRECAUTIONS TO AVOID ANY LOSS OF DATA THAT MIGHT RESULT WHEN THE SOFTWARE CAN NO LONGER BE USED.

(c) General License Provisions applicable to both Trial License and Production License. Customer may make copies of the Software for backup purposes; provided that Customer reproduces on it all copyright and other proprietary notices that are on the original copy of the Software. A10 Networks reserves all rights in the Software not expressly granted to Customer in this Agreement. For purposes of this Agreement, "**Execute**" and "**Execution**" means to load, install, and run the Software in order to benefit from its functionality as designed by A10 Networks. "**Software**" means the version of the Software identified on Customer's purchase order as accepted by A10 Networks, together with any Maintenance Releases provided to the Customer pursuant to this Agreement. "**Maintenance Release**" means any update or release of the Software that A10 Networks may provide to the Customer from time to time during the Term or the Trial Term, that may contain, among other things, error corrections, enhancements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software, but does not constitute a New

Version. “**New Version**” means any new version of the Software that A10 Networks may from time to time introduce and market generally as a distinct licensed product, and which A10 Networks may make available to the Customer at an additional cost under a separate written agreement.

2. License Restrictions. Except as expressly specified in this Agreement, Customer agrees not to do any of the following, notwithstanding the fair use doctrine or any statutory or common law provision that might otherwise permit any of the following (except to the extent applicable law makes any of the following prohibitions unenforceable or otherwise permits the recited acts notwithstanding the agreement not to perform them): (a) copy (except in the course of loading or installing) or modify the Software, including but not limited to adding new features or otherwise making adaptations that alter the functioning of the Software; (b) transfer, sublicense, lease, lend, rent or otherwise distribute the Software to any third party; (c) make the functionality of the Software available to multiple users through any means except as expressly provided herein, including but not limited to by uploading the Software to a network or file-sharing service; or (d) use the Software directly or indirectly for purposes of competitive analysis of the Software, the development of a competing software product or service or any other purpose that is to A10 Networks’ commercial disadvantage.

3. Trade Secrets. Customer acknowledges and agrees that portions of the Software, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of A10 Networks and its licensors. Accordingly, (except to the extent applicable law or third party license makes the following prohibition impermissible or unenforceable), Customer agrees not to disassemble, decompile or reverse engineer the Software, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law notwithstanding this prohibition. Further, Customer agrees not to publicly display or disclose to third parties the Software, or any portions thereof, including, but not limited to performance metrics.

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5. Term. The license granted under this Agreement remains in effect for a period of 75 years (the “Term”), unless earlier terminated in accordance with this Agreement; *provided however*, that the license granted with respect to a Trial License shall remain in effect only for the a period beginning on the date of delivery and ending ninety (90) days thereafter (the “**Trial Term**”). Customer may terminate the license at any time by destroying all copies of the Software in Customer possession or control. The license granted under this Agreement will automatically terminate, with or without notice from A10 Networks, if Customer breaches any term of this Agreement or exceeds the scope of the license granted herein. Upon termination, Customer must at A10 Networks’ option either promptly destroy or return to A10 Networks all copies of the Software in Customer possession or

control. Sections 4, 5, 7, 8, 9, 10, 11, 12, 14 and 15 will survive termination or expiration of this Agreement for any reason.

6. Customer Data and Databases.

To assist Customer in isolating the cause of a problem with the Software, A10 Networks may request that Customer 1) allow A10 Networks to remotely access Customer's system or 2) send Customer information or system data to A10 Networks. However, A10 Networks is not obligated to provide such assistance unless A10 Networks and Customer enter a separate written agreement under which A10 Networks agrees to provide to Customer that type of support, which is beyond A10 Networks' obligations in this Agreement. In any event, A10 Networks uses information about errors and problems to improve its products and services, and assist with its provision of related support offerings. For these purposes, A10 Networks may use A10 Networks entities and subcontractors (including in one or more countries other than the one in which Customer is located), and Customer authorizes A10 Networks to do so.

Customer remains responsible for 1) any data and the content of any database Customer makes available to A10 Networks, 2) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data (including any personally-identifiable data), and 3) backup and recovery of any database and any stored data. Customer will not send or provide A10 Networks access to any personally-identifiable information, whether in data or any other form, and will be responsible for reasonable costs and other amounts that A10 Networks may incur relating to any such information mistakenly provided to A10 Networks or the loss or disclosure of such information by A10 Networks, including those arising out of any third party claims.

7. Limited Warranty.

A10 Networks warrants that, for ninety (90) days following the date of purchase (or delivery, if A10 Networks has made the Software available to Customer without charge), the Software will perform in all material respects in accordance with the Documentation. Except for the foregoing, the Software is provided "AS IS". Customer's sole and exclusive remedy and the entire liability of A10 Networks and its suppliers under this limited warranty will be (i) replacement of defective media and/or (ii) at A10 Networks' option, repair, replacement, or refund of the purchase price of the Software, in both cases subject to the condition that any error or defect constituting a breach of this limited warranty is reported to A10 Networks within the warranty period. A10 Networks may, at its option, require return of the Software as a condition to the remedy. In no event does A10 Networks warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. A10 Networks does not warrant that the Software will meet Customer requirements, that the Software will operate in the combinations that Customer may select for Execution, that the operation of the Software will be error-free or uninterrupted, or that all Software errors will be corrected. In addition, due to the continual development of new techniques for intruding upon and attacking networks, A10 Networks does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

Restrictions. This warranty does not apply if the Software or any other equipment upon which the Software is authorized to be used (a) has been altered, except by A10 Networks or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by A10 Networks, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident, or (d) is licensed for beta,

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8. DISCLAIMER. THE LIMITED WARRANTY SET FORTH IN SECTION 7 IS IN LIEU OF, AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, A10 NETWORKS, ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM, ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. IF AND SOLELY TO THE EXTENT THAT ANY OF THE SAME CANNOT BE EXCLUDED, SUCH IMPLIED CONDITION, REPRESENTATION AND/OR WARRANTY IS LIMITED IN TO THE MAXIMUM EXTENT PERMITTED PURSUANT TO APPLICABLE LAW. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM A10 NETWORKS OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

9. Limitation of Liability. A10 NETWORKS' AND ITS LICENSORS' TOTAL LIABILITY TO CUSTOMER FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO THE AMOUNTS PAID TO A10 NETWORKS BY CUSTOMER FOR THE SOFTWARE, OR, IN THE EVENT THAT A10 NETWORKS HAS MADE THE SOFTWARE AVAILABLE TO CUSTOMER WITHOUT CHARGE, A10 NETWORKS' TOTAL LIABILITY WILL BE LIMITED TO \$500. IN NO EVENT WILL A10 NETWORKS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO EXECUTE) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE EXECUTION OR PERFORMANCE OF THE SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT A10 NETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. U.S. Government Customers. The Software qualifies as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which the Agreement may be incorporated, Customer may provide to Government Customer or, if the Agreement is direct, Government Customer will acquire, the Software with only those rights set forth in the Agreement. Use of either the Software constitutes agreement by the Government Customer that the Software and Documentation are "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein.

11. Compliance with Laws. Customer agrees to comply in all material respects with all applicable laws, rules, and regulations in connection with its activities under this Agreement.

12. Export Administration Act and Related Laws. The Software and technology (hereafter referred to as Software and Technology) supplied by A10 Networks under the Agreement are subject to export controls under the laws and regulations of the United States and any other applicable countries' laws and regulations. Customer shall be responsible for being knowledgeable as to all laws, regulations, and requirements regarding the export, re-export, transfer, diversion, release and/or import of the Software and Technology and any other A10 Networks items (whether tangible or intangible, including without limitation commodities, software, technology, and technical data) that Customer may receive or access under this Agreement. Customer, at its cost, agrees to conduct all activities and obligations under this Agreement in conformity with such laws, regulations and requirements. In addition, Customer understands and agrees that A10 Networks' Software and Technology shall not, in the absence of authorization by United States and local law and regulations, as required, be used by or exported or re-exported to (i) any United States sanctioned or embargoed country, or to foreign nationals or residents of such countries; or (ii) any person, entity, organization or other party identified on the United States Department of Commerce's Denied Persons or Entity Lists, the United States Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the Department of State's Debarred Parties List, as published and revised from time to time; (iii) any party engaged in nuclear, chemical/biological weapons or missile proliferation activities; or (iv) any party for use in the design, development, or production of rocket systems or unmanned air vehicles. Customer warrants and represents that it is not (i) a person, entity, organization or other party identified on the United States Department of Commerce's Denied Persons or Entity List, the United States Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the Department of State's Debarred Parties List, as published and revised from time to time.

13. Identified Components; Additional Terms. The Software may contain or be delivered with one or more components, which may include third-party components, as may be identified by A10 Networks in the documentation, readme.txt file, third-party click-accept or elsewhere (e.g. on www.a10networks.com) (the “**Identified Component(s)**”) as being subject to different license agreement terms, disclaimers of warranties, limited warranties or other terms and conditions (collectively, “**Additional Terms**”) than those set forth herein. Customer agrees to the applicable Additional Terms for any such Identified Component(s).

14. Open Source Statement. The Software includes “Open Source Software” that is licensed pursuant to the Open Source Software license agreement(s) identified in the Open Source Software comments in the applicable source code file(s) and/or file header(s) provided with or otherwise associated with the Software. Additional detail may be provided (where applicable) in the accompanying on-line documentation, or within the user interface of the device, if any. With respect to Open Source Software, nothing in this Agreement limits any rights under, or grants rights that supersede, the terms of any applicable Open Source Software license agreement.

15. General. This Agreement will be governed by and construed in accordance with the laws of the State of California, 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. Customer may not assign or transfer, nor may any successor entity assume, this Agreement or any rights granted hereunder, directly or indirectly, whether by sale of stock or assets, merger (regardless of whether

Customer is the surviving entity), operation of law, or otherwise, without A10 Networks' prior written consent, and any attempt by Customer to do so, without such consent, will be void, it being understood that any direct or indirect change in ownership or control of Customer will be deemed to constitute an "assignment" for the purpose of the foregoing restriction. 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 Customer and A10 Networks have executed a separate agreement governing use of the Software. Any terms or conditions contained in Customer 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 A10 Networks and will be deemed null.

16. Notices.

Trademarks. The A10 logo, A10 Harmony, A10 Lightning, A10 Networks, A10 Thunder, aCloud, ACOS, AIR, Application Intelligence Report, Affinity, aFlex, aFlow, aGalaxy, aGAPI, aVCS, AX, aXAPI, IDSentry, IP-to-ID, Secure Application Services, SSL Insight, SSLi, Thunder, Thunder TPS, UASG, and vThunder are trademarks or registered trademarks of A10 Networks, Inc. in the United States and other countries. All other trademarks are property of their respective owners.

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17. Contact Information. For additional information about A10 products, terms and conditions of delivery, and pricing, contact Customer nearest A10 Networks location, which can be found by visiting www.a10networks.com.

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