

## NIMBLE STORAGE LICENSE TERMS AND CONDITIONS

Nimble Storage, Inc., located at 211 River Oaks Parkway, San Jose, CA 95134 ("**Nimble**" or "**Nimble Storage**"), is willing to license the Software to you under these Nimble Storage License Terms and Conditions (the "Terms") and only upon the condition that you accept all of these Terms. By clicking on the "I accept" button or by installing or using the Software, you indicate that you understand and agree to all of these Terms. If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms, in which case "you" shall refer to such entity. If you do not agree to these Terms, you may not install or use the Software.

### 1. DEFINITIONS.

"**Documentation**" means the Software end user documentation furnished by Nimble Storage to users.

"**Software**" means certain supplemental software such as applications or tools made available to you by Nimble Storage under these Terms for use, solely at your option, in conjunction with the Nimble Storage products. The Software is not Ancillary Software or Embedded Software as referenced in Nimble Storage's General Terms and Conditions.

### 2. LICENSE RIGHTS.

**2.1 License.** Subject to your agreement to and compliance with these Terms, Nimble Storage grants to you a limited, nonexclusive, nontransferable license, without the right to sublicense, to: (a) execute the Software solely for the purpose of operating Nimble Storage's products; (b) install an unlimited number of copies of the Software, in object code form only, at a location owned or controlled by you; (c) use each copy of the Software installed in accordance with (b) solely in conjunction with Nimble Storage's products in accordance with the Documentation and solely for your internal purposes; and (d) make copies of the Software for archival and backup purposes only.

**2.2 Restrictions.** You acknowledge and agree that the Software and its structure, organization, source code, and Documentation constitute valuable Intellectual Property Rights (as defined in Section 7.1) of Nimble. Accordingly, you agree not to: (a) modify, adapt, alter, translate, or create derivative works from the Software or Documentation; (b) merge the Software (in whole or in part) with any other software; (c) distribute, sublicense, lease, rent, loan, or otherwise transfer the Software or Documentation to any third party; (d) reverse-engineer the Software or decompile, disassemble, or otherwise attempt to derive the source code for the Software; or (e) otherwise use or copy the Software except as expressly permitted hereunder. You must reproduce, on all copies made by it, and must not remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of Nimble and its licensors on or within the copies of the Software and Documentation.

**2.3 Open Source Software.** Certain items of software included with the Software are subject to "open source" or "free software" licenses ("**Open Source Software**"). A list of attributions required for certain of the Open Source Software components is included with the Software. Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of this Agreement. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, Nimble Storage makes such Open Source Software, and Nimble Storage's modifications to that Open Source Software, available by written request at Nimble Storage's address specified above.

### 3. NO WARRANTY AND DISCLAIMER.

NIMBLE STORAGE PROVIDES THE SOFTWARE AND THE DOCUMENTATION "AS IS" WITHOUT WARRANTIES OF ANY KIND. NIMBLE STORAGE DISCLAIMS ALL WARRANTIES AND

REPRESENTATIONS OF ANY KIND RELATING TO PRODUCTS, SOFTWARE OR SERVICES PROVIDED HEREUNDER, WHETHER EXPRESS, IMPLIED, STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, ACCURACY, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS. NIMBLE STORAGE DOES NOT WARRANT THAT THE SOFTWARE WILL IN EVERY CASE PROCESS ALL DATA CORRECTLY, OR THAT OPERATION OF THE PRODUCTS, INCLUDING SOFTWARE, WILL BE UNINTERRUPTED, FREE FROM ERROR, OR SECURE. THE DISCLAIMERS IN THIS SECTION 3 WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. THE SOFTWARE IS NOT DESIGNED, INTENDED, OR CERTIFIED FOR USE IN COMPONENTS OF SYSTEMS INTENDED FOR THE OPERATION OF WEAPONS, WEAPONS SYSTEMS, NUCLEAR INSTALLATIONS, MEANS OF MASS TRANSPORTATION, AVIATION, MEDICAL SYSTEMS, DEVICES, IMPLANTS, OR EQUIPMENT, POLLUTION CONTROL, HAZARDOUS SUBSTANCES MANAGEMENT, OR FOR ANY OTHER DANGEROUS APPLICATION IN WHICH THE FAILURE OF THE PRODUCTS COULD CREATE A SITUATION WHERE BODILY INJURY OR DEATH MAY OCCUR. YOU UNDERSTAND THAT USE OF THE SOFTWARE IN ANY SUCH APPLICATION IS SOLELY AT YOUR OWN RISK.

**4. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL NIMBLE STORAGE BE LIABLE FOR (A) ANY DIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR (B) ANY DAMAGES FOR LOST DATA, LOST PROFITS, LOST ANTICIPATED SAVINGS, OR THE COST OF PROCUREMENT OF SUBSTITUTE OR ALTERNATIVE HARDWARE, SOFTWARE OR SERVICES, IN EITHER EVENT ARISING FROM OR RELATING TO THESE TERMS, THE SOFTWARE, EVEN IF NIMBLE STORAGE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. NIMBLE STORAGE'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THESE TERMS, THE SOFTWARE OR THE DOCUMENTATION, WHETHER IN CONTRACT, WARRANTY, TORT, STATUTE, OR OTHERWISE, SHALL BE THE AMOUNT PAID OR PAYABLE FOR THE SOFTWARE. NIMBLE STORAGE DOES NOT LIMIT OR EXCLUDE ANY LIABILITY TO THE EXTENT THAT IT CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

**5. UPDATES.** Nimble Storage shall have no obligation under these Terms to furnish any bug fixes, enhancements, or updates to you. Any bug fixes, enhancements, or updates, that Nimble Storage may provide will be deemed part of the Software and licensed to you under these Terms.

**6. CONFIDENTIALITY.** The Software, any benchmark or performance tests relating to the Software or any underlying products or software, and certain information regarding the Software and Nimble Storage's business, including technical, and other confidential or proprietary information, is considered Nimble Storage's "**Confidential Information**". You shall protect the Confidential Information from unauthorized dissemination and use with the same degree of care that your uses to protect its own like information and, in any event, will use no less than a reasonable degree of care in protecting such Confidential Information. You will use the Confidential Information only for those purposes expressly authorized in these Terms. You will not disclose to third parties the Confidential Information without the prior written consent of Nimble Storage.

**7. OWNERSHIP.**

**7.1 Intellectual Property Rights.** You acknowledge and agree that Nimble Storage and its suppliers exclusively own all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, and other intellectual property rights worldwide (collectively, "**Intellectual Property Rights**") in and to the Software, the Documentation, and all Confidential Information. Nimble Storage and its suppliers expressly reserve all rights not expressly granted to you in these Terms. There are no implied licenses granted hereunder. You shall not engage, and will not authorize or direct any third party to engage, in any act or omission that would impair any Intellectual Property Right of Nimble Storage or any of its suppliers.

**7.2 Feedback.** Any questions, comments, or feedback provided by you to Nimble Storage regarding the Software and any other products, services, or materials provided by Nimble Storage (collectively, "**Feedback**") will be deemed non-confidential and non-proprietary information for purposes of these Terms. Nimble Storage will

have no obligation to you or any third party with respect to such Feedback, and be free to use and exploit such Feedback in any form or manner and for any purpose and without payment of any consideration to you or any third party.

**7.3 Brand Protection.** You will not remove, deface, or obscure any Nimble Storage copyright or trademark notices and/or legends or other proprietary notices on, incorporated in, or associated with the Software and Documentation.

**8. TERM AND TERMINATION.** Nimble Storage may terminate these Terms immediately, with or without notice. Sections 1, 2.2, 3, 4, 5, 6, 7, and 9 will survive the termination or expiration of these Terms for any reason. If Nimble believes, in its sole discretion, that you have violated or attempted to violate any term, condition, or the spirit of this Agreement, the license to and ability to use and access the Software may be temporarily or permanently revoked, with or without notice.

**9. GENERAL.**

**9.1 Governing Law.** These Terms will be governed by the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the laws of a different jurisdiction. Any action or proceeding arising from or relating to these Terms must be brought in a state or federal court located in Santa Clara County, California, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding, except that Nimble Storage may file a claim or take action in any court having jurisdiction to protect its Intellectual Property Rights or Confidential Information.

**9.2 Miscellaneous.** Nimble Storage may freely assign its rights or delegate any of its duties under these Terms. You may not assign or transfer, by operation of law or otherwise, any of its rights under these Terms without Nimble Storage's prior written consent. Any attempted assignment or transfer by you in violation of the foregoing will be void. All waivers must be in writing. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of these Terms is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

**9.3 Export Restrictions; Entire Agreement.** You acknowledge that the laws and regulations of the United States may restrict the export and re-export of certain commodities and technical data of United States origin. You agree that it will not export or re-export the Software in any form without the appropriate United States and/or foreign government licenses. You shall not, unless authorized by U.S. export license or other government authorizations, directly or indirectly export the Software to (or use the Software in) countries subject to U.S. embargoes or trade sanctions programs. You are not a party, nor will it 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 will not use the Software for any purposes prohibited by US law. Headings used in these Terms are for ease of reference only and shall not be used to interpret any aspect of these Terms. These Terms constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. Nothing in these Terms, express or implied, is intended to nor shall be construed to confer upon or give to any third party (including any customer) other than the parties hereto, any interest, right, remedy, or other benefit with respect to or in connection with these Terms.

### **THIRD-PARTY NOTICES**

This document contains licensing information relating to the use of free and open-source software with or within the product (collectively, "FOSS"). Any terms, conditions, and restrictions governing the use or distribution of FOSS that are not contained within the license(s) governing use and distribution of the FOSS (the "FOSS Licenses") are offered and imposed by Nimble Storage alone. The authors, licensors, and distributors of the FOSS have disclaimed all warranties relating to any liability arising from the use and distribution of the FOSS.

This document identifies the FOSS packages used, the FOSS Licenses that Nimble Storage believes govern those FOSS packages, and copyright and license notices associated with Nimble Storage's use of the FOSS. While Nimble Storage has sought to provide complete and accurate licensing information for each FOSS package, Nimble Storage does not represent or warrant that the licensing information provided herein is correct or error-free. Recipients of the product should investigate the identified FOSS packages to confirm the accuracy of the licensing information provided herein. Recipients are also encouraged to notify Nimble Storage of any inaccurate information or errors found in this document.

Certain FOSS Licenses, such as the GNU General Public License, GNU Lesser (or Library) General Public License, and Mozilla Public License, require Nimble Storage to make available to recipients the source code corresponding to FOSS binaries distributed under those licenses. Recipients who would like to receive a copy of such source code should submit a request to Nimble Storage by post at:

Nimble Storage  
Attn: FOSS Compliance Division  
211 River Oaks Parkway,  
San Jose, CA 95134

Please identify in submitted requests: the FOSS packages for which you are requesting source code; the Nimble Storage product and version number with which the requested FOSS package was distributed; an email address at which Nimble Storage may contact you regarding the request (if available); and the postal address for delivery of the requested source code.

The FOSS packages identified below are arranged by the applicable license(s). Please note that CentOS licensing information is listed separately at the end of this document.

---

---

## APACHE LICENSE 2.0

---

---

### **Software Component:**

Requests

### **License/Notice:**

This product includes software developed by the Apache Software Foundation ("http://www.apache.org/").

Apache License  
Version 2.0, January 2004  
<http://www.apache.org/licenses/>

## TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

### 1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:

(a) You must give any other recipients of the Work or Derivative Works a copy of this License; and

(b) You must cause any modified files to carry prominent notices stating that You changed the files; and

(c) You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and

(d) If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.

6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work

(including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

## END OF TERMS AND CONDITIONS

APPENDIX: How to apply the Apache License to your work.

To apply the Apache License to your work, attach the following boilerplate notice, with the fields enclosed by brackets "["] replaced with your own identifying information. (Don't include the brackets!) The text should be enclosed in the appropriate comment syntax for the file format. We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier identification within third-party archives.

Copyright [yyyy] [name of copyright owner]

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

---

---

## BSD AND BSD-STYLE LICENSES

---

---

### **Software Component:**

pyasn1

### **License/Notice:**

Copyright (c) 2005-2014, Ilya Etingof <ilya@glas.net>  
All rights reserved.



Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDERS AND CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

---

**Software Component:**

PySNMP

**License/Notice:**

Copyright (c) 2005-2015, Ilya Etingof <ilya@glas.net>  
All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDERS AND

CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.