



Export Compliance Assurance

I/We understand that Nutanix Inc., and/or any of its affiliated or subsidiary companies (“Nutanix”) or authorized distributors or any third party, may provide us with hardware, software, and/or technology (“Product(s)”) that may be subject to the export laws and regulations of the United States and other nations. I/We also understand that, under these export control laws and regulations, the delivery of Product(s) to us may take place only after Nutanix has received confirmation from us.

Accordingly, we hereby agree: that we will not transfer, export, or re-export, directly or indirectly, any Product(s) acquired from Nutanix to Cuba, Iran, North Korea, Sudan, and/or Syria, or any nationals thereof, or to any other country subject to restriction under applicable laws and regulations and that we are not located in, under the control of, or a national or resident of any such country;

- that we will not use the Product(s) in any activity related to the development, production, use or maintenance of Weapons of Mass Destruction, as defined by the U.S. Department of Commerce, including without limitation, uses related to nuclear, missile, and/or chemical/biological development and or production and that we will not transfer, export, or re-export, directly or indirectly to any party engaged in any such activity; if we are engaged in the development or production of Weapons of Mass Destruction, we acknowledge that we could be subject to and responsible for U.S. export licensing requirements;

- that we will not transfer, export, or re-export, directly or indirectly to any party listed by the U.S. Government or under any applicable law as prohibited from receiving Product(s) and that we are not on, or under control of anybody on, any such list;

- that we will comply with all applicable laws and regulations whenever we transfer, export, or re-export Product(s) obtained from Nutanix;

- that we will not request or make any regulatory certifications or applications on behalf of Nutanix and;

- if changes to this Letter of Assurance are necessary, we will contact Nutanix’s Trade Compliance organization for instruction. (globallogistics@nutanix.com)

In addition, we agree to indemnify, defend and hold Nutanix harmless from any loss, expense, penalty or claim against Nutanix due to our violation or alleged violation of any such applicable laws and regulations.