

## F5 PROGRAM TERMS

Last updated: November 6, 2019

These F5 Program Terms ("Program Terms") supplement the terms of the F5 End User License Agreement available at [f5.com/about-us/policies](https://f5.com/about-us/policies) and delivered with your Software (the "EULA"). Unless otherwise indicated, capitalized terms used in each section are used as defined in such section. Capitalized terms not defined within a section have the meaning given to them in the EULA.

### Program Terms:

- I. **MyF5 Subscription Terms**
- II. **Direct Sale Terms**
- III. **Additional Terms**

### I. MyF5 SUBSCRIPTION TERMS

The MyF5 Subscription Terms contained in this Section I (these "Subscription Terms"), together with the EULA, apply to your subscription for the F5 BIG-IP VE Software that you enter into through F5's MyF5 subscription portal (the "Subscription"). In the event of a conflict between these Subscription Terms and the EULA, these Subscription Terms will govern, but only to the extent of such conflict. Capitalized terms used in this Section I and not otherwise defined will have the meaning(s) set forth in the EULA. In addition to the EULA, your Subscription is subject to the following:

1. **Ordering and Keys.** Unless we otherwise agree in writing, you will order all Software Instances from a reseller authorized by F5 to sell F5 and Nginx software (a "Reseller") in accordance with these Subscription Terms. You will submit a Purchase Order for your Initial Order within 5 business days following your acceptance of these Subscription Terms (the "Subscription Terms Effective Date"). You will initiate purchases of any additional Software Instances ("Additional Purchases") by submitting a request either through MyF5 or by contacting your F5 sales representative. You will submit a Purchase Order for all Additional Purchases to your Reseller. You will receive your License Keys from us following your submission of the Initial Order or Additional Purchases, as applicable. You may request a list of Resellers from us. Nothing contained in any agreement between you and your Reseller will modify, negate or otherwise have any effect on these Subscription Terms or the EULA.
2. **Term.** The initial term begins on the date that you receive the License Keys for your Initial Order ("Subscription Start Date") and continues for the period agreed to in your Initial Order ("Term"). Subscriptions purchased in an Initial Order will run for the Term, and terms of Additional Purchases will run from the date of purchase of each applicable Software Instance to the end of the Term.
5. **Support Services.** Premium technical support for F5 branded Software and support services for Nginx branded Software during the Term is included in the applicable fees for each Software Instance. Expedited support beyond Premium for F5 branded Software may be available for purchase for an additional fee.
6. **Term & Termination.** These Subscription Terms will be effective from the Subscription Terms Effective Date until (a) termination of the Term as set forth in Section 2; or (b) termination in accordance with Section 12 of the EULA. The parties' rights and obligations that by their nature are intended to survive termination, and those clauses that specifically so indicate, will survive termination of these Subscription Terms. Upon termination, you will pay us or your Reseller all fees incurred through the date of the termination.
7. **Definitions.**
  - a. **"Initial Order"** means the first accepted Purchase Order of the Software Instances covered by the Subscription Terms.
  - b. **"List Price"** means F5's then-current list price for a particular Software Instance in a specified region of sale. We may, in our sole discretion, set our List Prices independently.
  - c. **"Purchase Order"** means any written or electronic order you issue for the purchase of any Subscription Offering under these Subscription Terms and under the EULA.
  - d. **"Software Instance"** means any BIG-IP virtual edition of each BIG-IP offering, instance of Nginx software or instance of any other software as made available on a subscription basis from time to time; but not including VEs as acquired through a public marketplace program under which licenses are sold or rented to end users on a marketplace operator's public cloud platform where the marketplace operator receives a percentage of the revenue received from end users.

## **II. Direct Sale Terms**

The following terms will apply in the event you are permitted to make purchases directly from F5.

1. If you are permitted to purchase Software directly from us, we will send you an invoice and the payment terms in this paragraph will apply to your payment to us. For purchases directly from us, payment terms will be net 30 days from date of invoice, and all payments will be made in US dollars. We may accept payment in any amount without prejudice to our right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere will be construed as an accord or satisfaction.
2. If you are purchasing directly from us and fail to make any payment when due, and fail to cure any non-payment within 30 days of notice from us, we may, at our option, suspend Software access until the past-due payment is made, or terminate the Agreement for material breach subject to Section 3 of this ELA. In addition, overdue payments may be charged interest at the lesser of 1.5% per month or the maximum interest allowed by law. If we are required to retain a collection agency or attorney to collect overdue payment, all reasonable collection costs, including attorney fees, will be payable by you.
3. You will be responsible for payment of any sales tax, value added tax, or similar tax arising from the purchase of the Products and Services as applicable, excluding taxes on our net income. If any applicable law requires you to withhold amounts from any payments to us under any agreement, (a) you will effect the withholding, remit any required amounts to the appropriate taxing authorities and promptly furnish us with tax receipts as evidence of payment and (b) the sum payable by you upon which the deduction or withholding is based will be increased to the extent necessary to ensure that, after the deduction or withholding, we receive and retain, free from liability for deduction or withholding, a net amount equal to the amount we would have received and retained absent the required deduction or withholding.

## **III. Additional Terms**

We may make changes to these Program Terms from time to time, provided that such changes that do not materially reduce your rights hereunder. We will notify you of any material changes to these Program Terms either by email or through the MyF5 portal. The modified terms will become effective upon notification. By continuing to access and use any licensed Software after the date of notification, you agree to be bound by the modified terms. It is your responsibility to check MyF5 regularly for modifications to these Program Terms.