F5 GBB Training Terms General Information

IMPORTANT – YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY PURCHASING THIS GBB TRAINING BUNDLE. IF YOU DO NOT AGREE, DO NOT PURCHASE THIS GBB TRAINING BUNDLE.

This GBB Training Terms sets forth the terms for the purchase of a pre-defined bundle of F5 GBB training classes. Three value points may be purchased: Good, Better, and Best. Each bundle contains a different amount and set of training classes (see table below).

Level	Amount of Professional Services delivered
GBB-1 Good	 Administering BIG-IP Troubleshooting LTM Configuring LTM
GBB-2 Better	Administering BIG-IP
	Troubleshooting LTM
	Configuring LTM
	Configuring GTM
	Configuring AAM
	 Configuring BIG-IP® AFM v11 Advanced Firewall Manager
GBB-3 Best	Administering BIG-IP
	Troubleshooting LTM
	Configuring LTM
	Configuring GTM
	Configuring AAM
	 Configuring BIG-IP® AFM v11 Advanced Firewall Manager
	Configuring BIG-IP® ASM v11 Application Security Manager
	 Configuring BIG-IP® APM v11 Access Policy Manager

F5 GBB Terms and Conditions

- 1. **Agreement.** Subject to your payment of applicable GBB fees, F5 Networks ("F5") agrees to provide certain Training services for F5 products ("Product(s)"). By paying for this GBB training you agree to the Terms and Conditions contained herein. The following policies apply to training provided directly by F5. If you have questions about the policies of F5 Authorized Training Centers, please contact them directly.
- 2. **Term.** Coverage under these terms and conditions will commence upon F5's receipt of a valid Purchase Order ("PO") and will remain in place for twelve (12) months. Either party may terminate this GBB training agreement in writing upon thirty (30) days notice in the event of a material breach by the other party, provided such breach is not remedied by the end of such thirty (30) day period. F5 will not provide a refund for any amounts that are not used as of the termination date.

3. F5's Obligations.

- a) F5 will provide GBB Training as set forth in an F5 quote or Order accepted by F5.
- b) GBB Training offerings are limited to those contained on the standard F5 price list.
- c) F5 Professional Services or Product support or maintenance services are not covered under this agreement.
- 4. **Restrictions.** Further restrictions on the GBB Training apply as follows:
 - a) Training class seats must be used within twelve (12) months of purchase. Any unused GBB Training class seats remaining at the end of the twelve (12) month period will be forfeited without refund.
 - b) Training classes purchased in the GBB Training bundle may not be exchanged for classes not contained in the purchased bundle. For example, an ASM Training class seat cannot be exchanged for two Administering BIG-IP Training classes.
 - c) Training class seats purchased in the GBB Training bundle are valid only for one customer. The purchased bundle may not be used for a customer onsite class.
 - d) Training class seats purchased in the GBB training bundle may be used for either F5 taught classes or at F5 Authorized Training Centers (subject to ATC's own cancellation policies).
- 5. **Prices and Payment.** The total fee amount for the GBB F5 Training class bundle will be due and payable net at least thirty (30) days from the date of invoice, and all payments will be made in US dollars. F5 may accept payments in any amount without prejudice to its right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any cheque or payment or in any letter accompanying a cheque or payment or elsewhere will be construed as an accord or satisfaction. Overdue payments may be charged interest at the lesser of 1.5% per month or the maximum interest allowed by law. If F5 is required to retain a collection agency or attorney to collect overdue payment, all reasonable collection costs, including solicitor fees, will be payable by the purchaser.
- 6. **Cancellations and Rescheduling.** To cancel or reschedule enrollment in a course, contact the F5 Global Training Services Department at (206) 272-5555 or Training@F5.com.
 - a) In no event will there be any refunds for any cancellation or rescheduling of the GBB Training classes.
 - b) If you cancel or change enrollment at least five (5) business days before a scheduled course, you may reschedule. More than two (2) cancellations for the same class type will result in forfeit of the full course fee and/or any future seat assignments. No-shows will also forfeit the full course fee and/or any future seat assignments.
 - c) F5 reserves the right to cancel courses and change course locations and times, but we will give enrollees as much advance notice as possible.
 - d) If you require further assistance before you arrive, or if you have any additional questions regarding the F5 Networks, Inc. training event, please contact F5 Networks, Inc. as noted below. If you have general questions about F5 Training please go to https://f5.com/education/training.
- Warranty Disclaimer. F5 EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

GBB Training Terms

8. Limitation of Liability. F5 WILL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH ANY OF THE SERVICES FURNISHED BY F5 UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. F5'S MAXIMUM LIABILITY WILL BE LIMITED TO RESCHEDULING THE GBB TRAINING CLASS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR THE DISCLAIMER OF CERTAIN WARRANTIES. IN THOSE JURISDICTIONS, SUCH INAPPLICABILITY WILL NOT AFFECT THE REMAINDER OF THE PROVISIONS IN THIS SECTION. THE LIMITATIONS CONTAINED IN THIS SECTION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER ANY TERM OF THIS AGREEMENT.

9. General Provisions.

- a) **Force Majure.** Neither party shall be liable for any loss, damage, or penalty arising from delay due to causes beyond its reasonable control, including, but not limited to, acts of God, weather, strikes, labour disputes, transportation difficulties and/or any other cause whatsoever.
- b) **Governing Law.** This agreement will be governed by and construed in accordance with the Laws of Washington State excluding those laws that direct the application of the laws of another jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods in any form that it may be adopted is specifically excluded from and will not apply to this Agreement.
- c) **Assignment.** You may not assign this agreement, in part or in whole, without the prior written consent of F5. Any assignment of this agreement without such consent shall be null and void.