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[DELETE THESE INSTRUCTIONS BEFORE SHARING THE SOW WITH THE BUYER]

General Instructions:

- This SOW is to be viewed and edited using the Microsoft Word desktop application and not using the Microsoft Word web viewer or editor.
- This SOW is to be used with custom services for the Partner Consulting Services, this should not be used with pre-existing Statement of Work or Service Descriptions for standard Service Offerings. Please refer to the proper custom templated for the Partner Consulting Services located within the global template library.
- This SOW is to be used only for Time and Materials / Work as Directed engagements. The activities to be performed are to be general only and not have defined deliverables.
- Resident Engineer engagements under this SOW are to use the T&M SKUs
- Fixed Fee / Fixed Outcome is not permitted.
- This document embodies F5's obligations, it must identify all necessary commercial, technical and solution information, drawing boundaries around F5's contractual delivery promises, as well as customer responsibilities and any assumptions and dependencies.
- This Statement of Work requires ink signature.
 - Once a signature is obtained, the executed document shall be uploaded into the Salesforce opportunity.
- A SOW is a definitive statement of F5's obligations. For Work as Directed engagements, these
 will primarily be to deliver consulting hours
- It addresses the basic information around the "who, what, when, how much, what" quality standards.
- It must have legal terms and conditions to govern it.
- The text in Red font are instructions or a placeholder and should be removed or replaced with pertinent information for this SOW.
- The text in Blue font are sample clauses and can be refined or removed. Please review the use case before retaining such text in this SOW.
- Utilize the term "Buyer" in lieu of "Customer" throughout this document.



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Buyer:	{BuyerCompanyName} ("Buyer")
F5 Entity:	Choose and item
Project:	{projectName}
Project ID:	

Statement of Work (SOW) Acceptance

This Statement of Work (SOW) and all other documents incorporated by reference in it, govern and describe the Buyer's purchase and receipt of consulting services under which F5 will engage to deliver consulting services ("Services") to the Buyer or the Buyer's End Customer. The Buyer and F5 collectively shall be referred to as the "Parties."

The Buyer is either (a) the ultimate end user of the Services or (b) prime contractor to the Buyer's End Customer where F5 acts as a subcontractor of the Buyer.

By accepting this Statement of Work, the Buyer (a) acknowledges reviewing this Statement of Work and any Service Description incorporated herein, (b) represents and warrants that it has the right, power, and authority to enter into this Statement of Work and (c) accepts the terms of this Statement of Work and agrees to be legally bound by the terms hereof. If the individual accepting this Statement of Work is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its affiliates to these terms and conditions, in which case the term "Buyer" shall refer to such entity and its affiliates. If the individual accepting this Agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this Agreement and may not receive the Services. This Statement of Work is effective as of the date the Buyer accepts this Service Description (the "Effective Date").

Upon signing this SOW and receiving an entitlement notification, please refer to the <u>F5 Services: Getting Started</u> guide or details about scheduling the Services described in this SOW.

	Buyer		Choose an item.	
Ву:	Authorized Signature	By:	Authorized Signature	_
Date:		Date:		_
Printed Name:		Printed Name:		_
Company:		Company:		_
Title:		Title:		_
Phone:		Phone		_
Email:		Email:		

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Revision History

Rev	ision	Author	Last Modified	Comment	Reviewer	Review date
(01	{scoper.name}	{date date:'shortD ate'}	Initial Creation		{date date:'shortDate '}

Statement of Work Preliminary Statement

This Statement of Work describes the terms under which F5 will engage with the Buyer or the Buyer's End Customer to provide Services. All references to "F5" will be deemed to be a reference to the applicable F5 entity as follows:

- (I) if the Buyer's primary place of business is located in Europe, the Middle East or Africa ("EMEA"), the F5 entity is F5 Networks Ltd;
- (ii) if the Buyer's primary place of business is located in the Asia-Pacific region ("APAC"), the F5 entity is F5 Networks Singapore Pte Ltd;
- (iii) if the Buyer's primary place of business is located in a region outside of EMEA or APAC, and the Buyer and End Customer is not a U.S. Federal Government entity, the F5 entity is F5, Inc; and
- (iv) if the End Customer is a U.S. Federal Government entity, the F5 entity is F5 Government Solutions, LLC.

Definitions

Capitalized terms have the definitions set forth herein, in the F5 Services Glossary at https://www.f5.com/pdf/service-description/f5-services-glossary.pdf or the Agreement referenced within this Statement of Work. In the event of conflict between F5 Services Glossary and the terms of this Statement of Work, this Statement of Work takes precedence.

Service Allocations

Resource Type	Standard Business Duration	Premium Duration	Duration Type	Comments
Assigned Resource (Technical)	xx		Hour(s)	
Project Manager	XX		Hour(s)	

The above allocations are estimates to perform the activities directed by the Buyer or the Buyer's End Customer. In the event there are insufficient allocations, a Change Order will be required as described in the "Change Control" section of this SOW.



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Project Background

Customer has a new/existing deployment of <n> F5 BIG-IP devices, which will be used for <F5 BIG-IP Local Traffic Manager (LTM) and Global Traffic Manager (GTM)...>.

The Customer is seeking an F5 Professional Services consultant to assist with deployment / configuration of new features / troubleshooting / supporting and managing the F5 BIG-IP environment(s).

Broad requirements (limited by time purchased) include:

- Design and Deployment of BIG-IP device
- Configuration of <feature>
- Assistance with migration to production
- Operational Handover (onsite)

Outside of the scope of this engagement, we also recommend that the customer considers F5 <modules> training

Scope of Work

F5 will work with the Buyer or Buyer's nominated End Customer to identify the areas of focus and prioritize them. F5 will outline a schedule for a commercially reasonable effort to address the areas of focus and to properly set expectations for what may be accomplished during this engagement. **The durations estimated in this SOW may not be sufficient to address all requirements.**

Upon receipt of a Purchase Order and receipt of a signed version of this SOW, the durations listed in "Services Allocations" section may be consumed by the Buyer or the Buyer's nominated End Customer when an appropriately skilled resource is available. The activities to be performed under this SOW may comprise of (but are not limited to) the following:

- Workshops
- F5 Solution Design and documentation
- F5 Solution Deployment (in specified environment)
- F5 Solution Configuration and Troubleshooting
- Migrations from F5 Solution to F5 Solution or Competitive Solution to F5 Solution.
- Software Upgrades
- Policy updates and optimization activities.
- F5 Solution Health Assessments.
- F5 Solution Operational Assistance

F5 Project Management Tasks

A project exceeding three (3) weeks or has a level of complexity, or a project for a new f5 customer, should be considered for project management. Complexity is defined as a project with multiple Product Solutions, multiphase implementation and/or migration windows, multi-site components, any combination of the aforementioned or is the Customer is a Service Provider.

If a PM is to be included with Time and Materials or Work as Directed for this project, this section shall be used, and an agreed amount of time added to the Statement of Work to aid in mitigating risks associated with the project. If this is a moderate to highly complex project this must be reviewed by the PMO, the applicable local

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processes are to be utilized to initiate the review cycle. If this is short or low complexity engagement you may be able to use the alternate simplified PM language utilized for those engagements.

F5 will provide project management in relation to the Services. The F5 Project Manager ("PM") will serve as primary contact in relation to the Statement of Work.

The PM activities consist of the following:

- Facilitate a kickoff meeting for the team, which will include review of scope, timeline, target dates and Services.
- Hold regular status update meetings with the Buyer and/or the Buyer's End Customer during the periods F5 is actively engaged. Alternatively, if project status meetings are already in place and hosted by the Buyer and/or the Buyer's End Customer, the PM will attend and provide input.
- Provide follow-up notes after each F5-hosted status meeting to document status of tasks, next steps, schedule, risks, and issues.
- Track and communicate the on-going usage of actual time consumed against the allocated project budget on a monthly basis.
- Serve as the single point-of-contact for the Buyer throughout the delivery of Services.
- Host a wrap-up conference call to review the Services.

PM time for the Services is defined in this Statement of Work. Changes or delays to the schedule may impact the budgeted PM time required for the Services. If schedule changes are needed after the commencement of Service, the changes will be documented in the meeting notes and potential impact to the project budget will be reviewed via the Change Control provision of this Statement of Work.

Scope Changes

Anything not expressly agreed in this Statement of Work is out-of-scope. F5 is responsible for performing only the Services expressly specified in this Statement of Work

F5 shall review requests received by the Customer to validate the appropriate use of the Service. If the request is deemed to be inappropriate, either a separate F5 Services engagement will be proposed and delivered outside of this Statement of Work, or a Change Order will be proposed.

Access Requirements

The following agreements, background checks, citizenship, documentation, security clearance and related access requirements are applicable to this Statement of Work:

Customers requiring a DoD Security Clearance or System Authorization Access Request (SAAR) forms to access network systems must provide a copy of the DD-254 form to F5 Government Solutions

F5 Assigned Resource will require the following to perform Services:	Campus or Building Access	Network Systems and F5 Equipment
DoD		
Secret		
Top Secret		
TS/SCI		
DHS		

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Entry On Duty	
Other DHS Agency Specific	
Other	
US Citizen	
Visit Access Request	
F5 Project Manager will require the following:	
US Citizen	
Visit Access Request	

Buyer Responsibilities

In addition to other obligations as may be identified throughout this Statement of Work, Buyer is responsible for the following tasks. If the Buyer is the prime contractor to the Buyer's End Customer, the Buyer shall ensure the End Customer provides adequate technical assistance, network access, materials, environment or technology, and fulfills any other responsibilities or tasks, which are applicable to the End Customer that are identified throughout this Statement of Work or as otherwise reasonably requested by F5 from time to time. The Parties acknowledge that F5's ability to perform the Services depends upon the Buyer and/or the Buyer's End Customer fulfilling such obligations:

- 1. Ensure responsibility for all network issues, including connectivity, performance, and configuration.
- Ensure all environmental, technical, and operational requirements are met prior to commencement of the Services.
 - a. All change control requests related to this engagement should be completed prior to the engagement. If the change control request(s) are required to perform the Services, these change control requests must be approved prior to scheduling of the engagement.
 - b. Any change control requirements identified during the engagement must not delay the activities to be performed by the Assigned Resource(s). If a delay is required while the Assigned Resource(s) is/are present, the Assigned Resource(s) will halt the engagement, and the remainder of the engagement will be rescheduled, and any remaining activities will be performed remotely.
- 3. Coordinate availability of its testing resources.
- 4. Ensure all data associated with the F5 solution has been backed-up prior to commencement of the Services. F5 assumes no responsibility or liability for any loss of, loss of access to, or unrecoverable data in connection with the Services.
- 5. Assign one (1) person to serve as the Engagement Manager for the Assigned Resource(s) to interface with to enable the completion of the engagement.
 - a. The Engagement Manager will have the necessary skill, knowledge, and expertise to set priorities, align resources within the Customer environment and arrange and provide all the information necessary for the Assigned Resource(s) to perform the Services.
 - b. The Engagement Manager will be the main recipient for status reporting from F5 to the Buyer or Buyer's End Customer.
- 6. Provide technical and non-technical resources including SME(s) for third-party products and technologies involved in the engagement during the delivery of the Services having necessary skills, expertise, and authority to provide requested information in a reasonable and prompt manner, and provide appropriate direction required to the Assigned Resource(s). Any delays in the provision of such resources may impact F5's ability to perform the Services.

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- a. Technical resource(s) shall have system administration responsibilities and appropriate system/information access privileges.
- Ensure the F5-branded products for which work is performed have valid licenses and have an
 active support entitlement (If commercially available or applicable) for the duration of the delivery of the
 Services.
- 8. Provide (i) connectivity to the software or hardware interfaces from a workstation on which a web-based meeting session will be held, or (ii) VPN session access to allow the Assigned Resource(s) to access the designated software or hardware interfaces.
- 9. Maintain responsibility for the performance of the Buyer's End Customer and any third-party contractors the Buyer or Buyer's End Customer employs with respect to the Services provided under this Statement of Work and for ensuring their collaboration with F5.
- Ensure applications and services the F5 solution will direct or secure are operational prior to the start of the Services.
- 11. Ensure all relevant 3rd party systems interacting with F5 products are operational within the testing environments prior to the start of the Services.
- 12. Identify test requirements and success criteria for the work effort.
- 13. Buyer or Buyer's End Customer testing resources must be available during the term of this Statement of Work.
- 14. Ensure the F5-branded products for which work is performed have valid licenses and have an active support entitlement (If commercially available or applicable) for the duration of the delivery of the Services.
- 15. Provide timely response to requests for providing assistance with immigration paperwork for border crossing documents if the Services is to be on-premises and will require immigration paperwork. Delays with immigration paperwork will likely lead to the Services being rescheduled.
- 16. If the Services will be performed on-premises, provide reasonably necessary project facilities and hardware for the F5 project team, including sufficient workspace, network, Internet, and phone access.
- 17. (Where purchased) Provide a project manager for the F5 project manager or F5 resources to interface with during the course of this Statement of Work. The Buyer or Buyer's End Customer project manager must have necessary skills, knowledge, access to Buyer or Buyer's End Customer resources and expertise to provide necessary information described in this Statement of Work.

End Customer Details

If Buyer is the prime contractor to the Buyer's End Customer, the Buyer shall submit a written request to F5 as defined within the Engagement Process of the <u>F5 Services: Getting Started</u> guide to nominate an End Customer to receive the benefit of Services, and such request shall at minimum contain the following details:

- 1. End Customer Name
- 2. End Customer location (i.e. city, country, state if applicable)
- 3. End Customer's time zone
- 4. End Customer contact details (i.e. contact name, contact email address)
- 5. Detailed description of the activities to be performed by F5
- 6. Proposed timeline for the Services to be performed

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Upon receipt of the above details, F5 shall review the request and notify the Buyer of approval or rejection of the nomination request. If required, F5 will request a detailed discussion with the Buyer's End Customer, which may extend the timeline to approve or reject the nomination request. Upon approval, the Services will be scheduled and performed as soon as reasonably practicable.

For the avoidance of doubt:

- (i) the Buyer's End Customer's office(s) receiving the Services shall be physically located within the country of the Buyer's address as indicated in the F5 Partner Consulting Services Agreement.
- (ii) the Buyer's End Customer has no right to and shall not nominate, assign, transfer, sell, make available or provide (collectively, "Sub-Nominate") the Services to another entity, and any such attempted Sub-Nomination by the Buyer's End Customer shall be invalid and will result in F5 not providing the requested Services.

Project Contacts

The project contacts are a listing of participants from all Parties to be involved during the sale and delivery of the Services stated within this document.

Buyer Participants

Engagement Manager	Phone	Email
{#designatedEngagementManager}{nam		{email}{/designatedEngagementManager}
e}		
Technical Contact(s)	Phone	Email
{#primaryTechnicalContact}{name}		{email}{/primaryTechnicalContact}
Backup Technical Contact(s)	Phone	Email
{#additionalTechnicalContact}{name}		{email}{/additionalTechnicalContact}
Buyer Project Manager	Phone	Email
{#BuyerProjectManager}{name}		{email}{/BuyerProjectManager}

F5 Participants

Product Sales Account Executive	Phone	Email
{#productSalesAccountExecutive}{name}		{email}{/productSalesAccountExecutive}
Solutions Engineer	Phone	Email
{#fieldServicesEngineer}{name}		{email}{/fieldServicesEngineer}
Professional Services Sales Executive	Phone	Email
{#professionalServicesRegionalServices		{email}{/professionalServicesRegionalSer
Manager}{name}		vicesManager}
Professional Services Inside Sales	Phone	Email
Representative		
{#professionalServicesInsideSalesRepres		{email}{/professionalServicesInsideSales
entative\{name}		Representative}

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Professional Services Manager	Phone	Email
{#professionalServicesRegionalConsultin		{email}{/professionalServicesRegionalCon
gManager}{name}		sultingManager}

Service Period and Schedule

The period over which the Services will be available for consumption ("Service Period") will vary depending on the type of Services purchased. See the table below for more details:

Purchase Type	Service Type	Service Period Definition
Prepaid	Time and Materials /	Twenty-four (24) months from the Effective Date unless noted
	Work as Directed	otherwise within this Statement of Work or the Quote.
Postpaid	Time and Materials / Work as Directed	Expiration of the Purchase Order or agreed upon date to close the order (whichever is earlier), which shall in any event be no longer than a maximum of twenty-four (24) months from the date of the Purchase Order.

Upon expiration of the Service Period or upon the full consumption of the Services (whichever is earlier), the Services will be considered completed and this Statement of Work and associated Change Orders, including any unused allocations, will automatically expire.

The delivery of the Services may consist of multiple engagements, which are to be scheduled by the Buyer sending a formal notification (via email) as identified in the <u>F5 Services: Getting Started</u> guide to request services be scheduled for either the Buyer or Buyer's End Customer (for the latter, the notification shall comply with the requirements in the End Customer Details section above). Each engagement will commence on the agreed upon Engagement Start Date as identified in either the entitlement notification issued to the Buyer or during the engagement scheduling between the Parties. The Services shall end on such agreed upon Engagement End Date (if any) as defined during the engagement scheduling, upon completing the engagement activities or full consumption of the Services purchased, whichever is earliest.

The delivery of the Services shall occur contiguously during Standard Business Hours and shall not exceed eight (8) hours per Business Day and no more than forty (40) hours per calendar week without F5 management's written pre-approval. Activities performed in excess of eight (8) hours per business day or more than forty (40 hours per calendar week will be invoiced using F5's premium rate for non-business hours.

The Services will be performed on consecutive Standard Business Days and as defined within the Anticipated Timelines section of this Statement of Work. Upon commencement of the Services, the Service Period shall not be paused, restarted, or rescheduled.

Fees and Invoicing Schedule

The Services provided by F5 shall be prepaid or postpaid and use a Time and Materials consumption and fee model. The fees for the Services are limited to the quantity of Services purchased and may not meet the needs to complete all activities required by the Buyer or Buyer's End Customer. The fees for the Services are specified in the applicable Quote. If on-site activities are required, a Travel and Expense budget shall be established at the time of purchase, or post purchase using a Change Order.

The consumption of the Service is based on the duration of effort to perform the requested service defined by the Buyer. Any cancelation of an applicable request for service three (3) business days prior to the scheduled date shall result in forfeiture of eight (8) Standard Business Hours from the Buyer's entitlement.

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If any of the three (3) timelines below are exceeded, F5 reserves the right to re-scope the Services, which may affect the estimated timeline and budget:

- 1. The Statement of Work is not accepted within thirty (30) days of the last modified date within the Revision History of this Statement of Work.
- 2. The Services are paused for more than thirty (30) days.
- 3. Delivery of the Services as defined within this Statement of Work has not commenced within one-hundred and twenty (120) days of the Effective Date.

If Buyer purchases the Services from an F5 Distributor, Buyer's invoicing schedule and payment terms will be negotiated solely by and between the Buyer and such F5 Distributor. If Buyer purchases the Services directly from F5, the following provisions shall apply:

For prepaid Services, invoices for the Services are issued upon F5's receipt and approval of the Purchase Order for the Services. If the Services were purchased with a F5 product, the Services will be invoiced together with the F5 product.

For postpaid Services, invoices for the Services are issued monthly for the Services consumed and any Travel for on-site activities and Expenses incurred.

Change Control

Material changes from the terms in this Service description will be mutually reviewed and agreed to by the Parties. The parties will follow the below process for any such changes:

- Either F5 or Buyer may initiate a Change Request. The Change Request will describe as applicable the proposed change(s), the rationale for the change(s), the impact on the implementation timeline and cost estimate and other material changes.
- The Parties will promptly review the proposed Change Order and either approve, reject, or modify as needed.
- The Parties will mutually agree on the Change Order, including any additional fees for the Services and Travel and Expenses, as required prior to commencement of the Services described in the Change Order. The Change Order is not binding on either Party until signed by both Buyer and F5 and accompanied by a Purchase Order (if applicable).
- A purchase order or purchase order extension is required prior to commencement of the activities detailed in the Change Order.

Assumptions

The following is a list of some of the assumptions and expectations that, together with the information provided to F5 as of the Effective Date of this Statement of Work, the nature and scope of the Services, the expected resource requirements and other commitments from Buyer set forth herein, and the anticipated duration of the Services, form the "Assumptions" for this Statement of Work and the basis of F5's pricing. A material deviation from the Assumptions may cause changes to F5's schedule, fees, expenses, level of effort or otherwise materially impact F5's performance of the Services, and the parties will enter into a Change Order, to reflect any adjustments to the Services and/or pricing for such services as a result thereof.

1. F5 will provide the Services based solely on information provided by Buyer or the Buyer's End Customer. F5 is not responsible for the completeness or accuracy of any such information or for confirming any of it.

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- 2. F5 products within the scope of this Statement of Work must have an active and current maintenance and support contract ("Maintenance Agreement") in effect. Evaluation licenses or hardware must be converted to fully licensed and entitled levels prior to delivering the Services.
- 3. Upon request, F5 will use commercially reasonable efforts to provide a resource that can speak the Buyer or Buyer's End Customer's preferred language. A language other than <u>English</u> may significantly increase the lead-time for resource availability. It will also reduce the ability of F5 to provide a replacement resource in unforeseen circumstances, such as sickness. If translations are required, the Buyer or Buyer's End Customer will be responsible for providing the translations.
- 4. Throughout the delivery of the Services, the F5 Assigned Resource(s) are subject to change. The Assigned Resource(s) providing the Services are not exclusively dedicated to the Buyer or End Customer. F5 cannot guarantee availability of the same Assigned Resource(s) consistently. F5 will use commercially reasonable efforts to schedule such skilled Assigned Resource(s) to meet the needs of the engagement.
- 5. F5 will provide the Services based on factors that consists of performance, features, functionality, troubleshooting, supportability, manageability, and security of F5 product(s). Buyer or Buyer's End Customer will validate all Services in a non-production environment before deploying in a Production environment.
- 6. F5's resources have undergone pre-hire background checks in accordance with applicable law.

 Additional background check requests by Buyer or Buyer's End Customer, if and to the extent permissible with applicable law, will require a Change Order to document the request, account for the change in schedule and subsequent fees encountered to perform the requested validations.
 - a. This will significantly increase the lead-time for resource availability and reduce the ability of F5 to provide a replacement resource in unforeseen circumstances, such as sickness.
- 7. F5 does not assume any responsibility for (i) any third-party products, programs or services, their performance or compliance with Buyer or Buyer's End Customer's needs or purposes, or (ii) completeness or accuracy of any such information or for confirming any information provided by the Buyer or Buyer's End Customer.
- 8. Due to the flexible nature of F5 products and deployment options, F5 will not provide or infer any guarantee or assurances that the Buyer or Buyer's End Customer 's use of the product is correct from the standpoint of F5 recommended configurations. All deliverables or efforts that reference recommended practices or configurations may produce several configuration solutions that fall within the recommended practices or configuration umbrella.
- 9. The following are assumptions related to project management when provided by F5 as part of the Services:
 - The Services will start when F5 and Buyer or Buyer's End Customer identified resource are available.
 - Buyer or Buyer's End Customer PM and technical resources will be available to support the F5's efforts to provide the Services.
 - F5 PM will work remotely during Standard Business Hours.
 - F5 PM will not support nor host cutover migration calls.
 - Buyer or Buyer's End Customer project manager will:
 - i. Work in conjunction with the F5 project manager and the Engagement Manager to track tasks, facilitate work and communication, and coordinate with internal customer resources involved in this effort.

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- ii. Participate in the Kick-Off review to discuss the project scope, proposed timeline, roles and responsibilities, and implementation framework.
- iii. Lead in development of a Project Governance Plan with F5's assistance that consists of:
 - 1. Change Management
 - 2. Risk and Issue Management
 - 3. Communication and Escalation Management
- iv. Act as the primary point of contact for line of business users and customer employees outside of the project
- v. Act as the primary point of contact for customer and application owner task status and communication
- vi. Provide weekly status update on all customer and application owner tasks to the F5 project manager related to this project.
- vii. Collaborate with F5 to identify, document, and manage project level dependencies, risks, and issues.
- viii. Collaborate with the F5 project manager to submit and obtain maintenance window change request approvals.
- ix. Identify and coordinate user acceptance testing resources for each migration and/or maintenance window.
- x. Communicate and host conference bridge during the maintenance windows.
- xi. Communicate Go/No or cutover re-schedule decisions to F5 in a timely fashion, and in accordance with the Terms and Conditions outlined in this SOW.
- xii. Identify, assign, and coordinate customer technical team members for all required engagement tasks.

Terms and Conditions

To the extent that the Buyer is the ultimate end user, this Statement of Work is subject to and incorporated by this reference into the Consulting Services Agreement located at:

http://www.f5.com/pdf/customer-support/consulting-services-agreement.pdf. To the extent that the Buyer is prime contractor to the Buyer's End Customer, this Statement of Work is subject to the terms and conditions specified in the F5 Partner Consulting Services Agreement by and between F5 and the Buyer dated as of

_______(and the term the "Agreement" as used herein will, as applicable, refer to the Consulting Services Agreement or F5 Partner Consulting Services Agreement, respectively). In the event of a conflict between the Agreement and this Statement of Work, this Statement of Work shall govern. This Statement of Work and all other documents incorporated by reference herein, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any and all prior proposals, understandings, or discussions, whether written or oral, relating to the subject matter of this Statement of Work (including, without limitation, any additional terms or conditions that are included or referenced in any of your purchase orders, which are expressly rejected and are not enforceable) and all past dealing or industry custom.