IMPORTANT – READ BEFORE INSTALLING OR OPERATING THIS PRODUCT

YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE BY INSTALLING, HAVING INSTALLED, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE SOFTWARE.

This End User License Agreement ("License") applies to the software product(s) ("Software") you have licensed from us on a stand-alone basis or as part of hardware devices ("Hardware") you purchase from us, (the Hardware and Software together, the "Product"). This License is a legal agreement between us and the single entity that has licensed the Software from us ("you"). All references to "F5," "we" or "us" in this License will be deemed to be a reference to the applicable F5 entity as follows: (a) if your primary place of business is located in the European Economic Area, the Middle East or Africa ("EMEA"), the F5 entity is F5 Networks Ltd.; (b) if your primary place of business is located in the Asia-Pacific region ("APAC"), the F5 entity is F5 Networks Singapore Pte Ltd; and (c) if your primary place of business is located in a region outside of EMEA or APAC, the F5 entity is F5, Inc.

1. Grant of Rights.

(a) License. Subject to your compliance with the terms of this License, we grant to you a limited, non-exclusive, non-transferable, non-sublicensable license to install, use, access, display, and run the Software in object code form for your internal business purposes during the Term.

(b) Documentation. You may use the user manuals, technical manuals, and any other materials provided by us, in printed or electronic form, that describe the installation, operation, use or technical specifications of the Software ("Documentation") solely in support of the licensed use of the Software in accordance with this License.

(c) Reservation of Rights. Other than as specifically described herein, we retain all right, title and interest in our trademarks, patents, copyrights, trade secrets and other intellectual property rights.

2. Term. The Software is licensed to you on either a subscription or perpetual basis in accordance with the terms of this Section 2 and Section 11 below ("Term"): 

(a) NGINX Software Term. Unless otherwise set forth in an agreement between us and you, NGINX Software is licensed to you for the subscription term set forth in the applicable quote ("Initial Subscription Term"). Upon expiration of your Initial Subscription Term, your subscription for NGINX Software, if any, will automatically renew for additional one-year terms unless either party provides written notice of nonrenewal at least 30 days prior to the end of the then-current term, or unless earlier terminated in accordance with Section 11. NGINX Software is not licensed on a perpetual basis.

(b) F5 Software Term. F5 Software is licensed to you on either a perpetual or subscription basis as set forth in the applicable quote.

(c) Program Terms. Software subscriptions and certain Software consumption models may be subject to specific program terms identified at https://www.f5.com/pdf/customer-support/program-terms.pdf or in another written agreement between you and F5 (collectively, the "Program Terms"). The Program Terms incorporate and are governed by this License. In the event of a conflict between this License and the Program Terms, the Program Terms will control and govern with respect to the applicable Software.

(a) **Compliance with Sales Documentation.** Your use of the Software must comply with this License, applicable Documentation, quote, and license file for such Software (collectively, "Sales Documentation"), including, but not limited to, any restrictions on the number of protected applications, number or type of licensed devices, number of authorized copies or instances, number of users, bandwidth, non-production use, database, or location restrictions. We, or an authorized third party on our behalf, reserve the right to audit your use of the Software and to disable any use not in compliance with the Sales Documentation, in addition to any other rights and remedies available to us.

(b) **Versions.** Your use of the Software under this License may be limited to certain versions, as set forth in the applicable Sales Documentation (for example, a “version plus” license may be limited to a certain number of major updates). To the extent your Sales Documentation contains such limitations, your use of versions or releases of the Software that are not contemplated in your Sales Documentation is prohibited and shall be considered a material breach of this License.

(c) **Nontransferability.** Unless otherwise set forth in the Sales Documentation or in a separate agreement between you and us, you may not transfer or attempt to transfer Software that you obtain as part of Hardware to other Hardware, third-party hardware, or any virtualized environment.

(d) **Licensed Features.** Software provided in stand-alone form (for example, a virtual machine image) requires a valid license key or other similar identifying token ("Token") issued to you by F5 or an F5 authorized reseller and you may only use the Software for the duration of time the license key or Token permits. F5 may employ mechanisms in the Software designed to ensure that you are only able to access the Software and features that you have licensed. Except for Non-production and Evaluation Software, if your license key or Token allows you to deploy or use Software or features prior to executing an order for such Software or features, you agree to submit payment for the use of such Software or features in accordance with your payment terms with F5 or your F5 authorized reseller.

(e) **Other Restrictions.** Except as otherwise expressly permitted in this License, you must not, and must not allow any parent, subsidiary, affiliate, agent or third party to:

1. Copy (except to make one archival copy for backup and disaster recovery purposes), modify or create derivative works of the Software or Documentation;

2. Sell, sub-license, rent, service bureau, grant usage rights or transfer the Software, any data incorporated into the Software ("Data") or any associated Documentation to any unauthorized third party;

3. Disassemble, decompile, reverse engineer or otherwise derive or attempt to derive the source code of the Software or any Data except as required by law for interoperability purposes, and then only after you have given us an opportunity to resolve such interoperability issue;

4. Defeat, circumvent or disable any reporting, copy protection or other mechanism in the Software used to limit license duration or access to non-licensed functionality or capacity.

(f) **Software Specific Restrictions.**

1. **Non-Production Use Software.** Software designated as “non-production,” “non-commercial,” “lab” or “development” in the applicable Sales Documentation ("Non-Production Software") may only be used to conduct testing and development in your non-production environment and may not manage or protect data traffic or applications in the ordinary course of your business.
(2) **Evaluation Software.** Software designated as “evaluation,” “test,” “trial” or similar in the applicable Sales Documentation ("Evaluation Software") may only be used for your internal demonstration, test, or evaluation purposes and not in a production environment. NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS LICENSE, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, FOR NON-PRODUCTION AND EVALUATION SOFTWARE AND IT IS PROVIDED ON AN “AS IS” BASIS. Evaluation Software has a non-perpetual time limited license that, depending on the Software, will time-out and disable the Evaluation Software upon expiration of the evaluation period. You will not use any Evaluation Software beyond the prescribed license duration.

(3) **Software Hosted in a Public Cloud.** If you use the Software in a public cloud environment, you may only use the Software in object code form in the cloud provider’s ("Cloud Provider") environment. In accordance with Section 3(e), you may not copy any portion of the Software out of the Cloud Provider environment. Each instance of the Software running in the Cloud Provider’s environment requires its own license key when you are using a bring-your-own-license offering from the Cloud Provider. If you are using a utility offering (e.g., hourly) from the Cloud Provider, you will purchase licenses or subscriptions from the Cloud Provider’s marketplace. IN ADDITION TO THE DISCLAIMERS SET FORTH IN SECTION 8(d) BELOW, AND NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS LICENSE OR ANY REPRESENTATIONS OR WARRANTIES OF THE APPLICABLE CLOUD OR SIMILAR ENVIRONMENT, SOFTWARE PROVIDED BY A CLOUD PROVIDER AND NOT OBTAINED FROM F5 IS PROVIDED “AS IS” AND POSSIBLY WITH FAULTS.


(a) **Open Source Components.** Certain portions of the Software contain open source software ("Open Source Components") that are licensed under the terms of the applicable open source licenses ("Open Source Licenses"). You are bound by and shall comply with the Open Source Licenses. A listing of the Open Source Components and links to the Open Source Licenses can be found in the Documentation. You may reference the applicable Product’s Open Source Notices and Software Acknowledgments document at http://askf5.com. To the extent the terms of the Open Source Licenses require us to make available to you the corresponding source code and/or modifications (the "Open Source Code"), you may obtain a copy of the applicable Open Source Code at https://downloads.f5.com or by sending a written request to the notice address specified in Section 13(b). All requests should identify: the Open Source Code that you are requesting, the applicable Software (and any available version information) that you have licensed from us in connection with the requested Open Source Code, your name and email contact information, and the postal address for delivery of the requested Open Source Code to you. You must request a copy of the Open Source Code within three (3) years of the date you accepted this License.

(b) **Restricted Third Party Software.** Certain portions of the Software include third-party software modules and are subject to additional limitations set forth in this Section 4(b) imposed by those licensors ("Restricted Third-Party Software") and may include geographical or other data ("Geographical Data"). You will not (1) copy the Restricted Third-Party Software or Geographical Data onto any public or distributed network; (2) use the Restricted Third-Party Software or Geographical Data separately to operate in or as a time-sharing, outsourcing, service bureau, application service provider or managed service provider environment; (3) use the Restricted Third-Party Software or Geographical Data as a general server, as a standalone application or with applications other than the Software under this license; (4) change any proprietary rights notices which appear in the Restricted Third-Party Software or Geographical Data; or (5) modify the Restricted Third-Party Software or Geographical Data.

(c) **ModSecurity Software.** In connection with any NGINX Software license, you may have the option to license ModSecurity software ("ModSecurity Module") as an optional add-on. The ModSecurity Module is not “Software” as such term is defined herein. If applicable, the ModSecurity Module will be provided by us with the applicable NGINX Software, and is subject to the terms set forth at
http://www.apache.org/licenses/LICENSE-2.0 and not the terms of this License. We will have no liability with respect to the licensing and use of the ModSecurity Module, including, without limitation, any warranty or indemnification obligations. Notwithstanding the foregoing, we will provide support for the ModSecurity Module as described in Section 12(a).

5. Collection and Use of Information.

(a) **Product Information.** You consent and agree to the collection and use of certain information about your Product, including, but not limited to, Hardware serial number, appliance part number, disk configuration, memory amount, as well as periodic updates for software, databases, etc. You further consent and agree that the Product may collect, use, transmit to us, process and maintain information related to the Product for purposes of providing the Software and any features therein. Information collected by the Product and transmitted to us may also include technical or diagnostic information related to your use that may be used by us to support, improve, and enhance our products and services. Depending on the specific Product and/or licensed pricing tier for such Product, you may be permitted to opt out of the collection and use of such information by configuring the Product to disable these features.

(b) **Data Collection and Sharing.** If we have access to your end users’ personal information, we will use it in accordance with the applicable Privacy Policy (available at https://www.f5.com/company/policies/privacy-notice).

6. **Export Control.** Our Products incorporate cryptographic software. You agree to comply with the Export Controls Reform Act of 2018 and all regulations promulgated thereunder, all economic sanctions issued or administered by the Office of Foreign Asset Control of the U.S. Department of Treasury, and all other U.S. government regulations relating to the export of technical data and equipment and products produced therefrom which are applicable to you. You further agree not to disclose or transmit to us any information that requires that access to such information be limited to U.S. Nationals or personnel based in a certain country or region. In countries other than the U.S., you agree to comply with the local regulations regarding importing, exporting or using cryptographic software. You agree that you will not export or re-export the Product to any country, person, or entity subject to U.S. export restrictions. Specifically, you agree not to export or re-export the Product: (a) to any country to which the U.S. has embargoed or restricted the export of goods or services, or to any national of any such country, wherever located, who intends to transport or transport the Product back to such country; (b) to any person or entity who you know or have reason to know will utilize the Product or portion thereof in the design, development or production of nuclear, chemical or biological weapons; or (c) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government, including but not limited to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By installing or using the Product, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

7. **Notice to U.S. Government End Users.** The Software and Documentation qualify as “commercial items," as that term is defined in Federal Acquisition Regulation (“FAR”) 48 C.F.R. 2.101 and consist of “commercial computer software” and “commercial computer software documentation” as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contrary provision in any agreement into which this License may be incorporated, you may provide to a government end user or, if this License is granted directly to a government end user, you will acquire, the Software and Documentation with only those rights set forth in this License. Use of the Software and/or Documentation constitutes an agreement by the government that the Software and Documentation are “commercial computer software” and “commercial computer software documentation," and constitutes your acceptance of the rights and restrictions herein.

8. **Limited Warranty, Exclusive Remedy, and Disclaimer.**
(a) **Limited Warranty.** We warrant that for a period of ninety (90) days from the date of shipment (the "**Warranty Period**"): (1) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (2) the Software substantially conforms to the Documentation. **THE FOREGOING WARRANTIES DO NOT APPLY TO, AND WE STRICTLY DISCLAIM ALL WARRANTIES WITH RESPECT TO, OPEN SOURCE COMPONENTS.**

(b) **Remedy.** Your exclusive remedy under this limited warranty is that, during the Warranty Period and at no cost to you, we will, at our option, replace defective media or Documentation or, at our option, undertake reasonable efforts to modify or replace the Software to correct any substantial non-conformance with the Documentation.

(c) **Restrictions.** The foregoing limited warranties extend only to the original licensee, and do not apply if the Software:

(1) has been altered, except by us or a representative designated by us or in accordance with our instructions;
(2) has not been installed, operated, repaired, or maintained in accordance with our instructions;
(3) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or
(4) has been operated outside of the environmental specifications for the Software.

Our limited warranty applies only to the initial sale of the Product and is not applicable to any corrections or upgrades that may be issued thereafter.

(d) **Disclaimer.** **EXCEPT FOR THE WARRANTIES SPECIFICALLY DESCRIBED IN SECTION 8(a) ABOVE, WE AND OUR LICENSORS DISCLAIM ANY AND ALL WARRANTIES AND GUARANTEES, EXPRESS, IMPLIED OR OTHERWISE, ARISING WITH RESPECT TO THE SOFTWARE, PRODUCTS, DATA, SPECIFICATIONS, OR DOCUMENTATION DELIVERED HEREUNDER, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, WARRANTY OF NON-INFRINGEMENT OR TITLE AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE IS PROVIDED "AS IS." WE DO NOT WARRANT THAT THE SOFTWARE IS ERROR FREE, THAT IT WILL OPERATE WITH ANY SOFTWARE OR HARDWARE OTHER THAN THAT PROVIDED BY US OR SPECIFIED IN THE DOCUMENTATION, OR THAT THE SOFTWARE WILL SATISFY YOUR SPECIFIC REQUIREMENTS. WE MAKE NO WARRANTY CONCERNING THE COMPLETENESS OR ACCURACY OF THE DATA OR INFORMATION OBTAINED OR DERIVED THROUGH THE USE OF THE DATA INCLUDED IN THE SOFTWARE AND THE DATA IS PROVIDED "AS IS." WE HAVE NOT AUTHORIZED ANYONE TO MAKE ANY REPRESENTATIONS OR WARRANTIES OTHER THAN AS PROVIDED ABOVE OR TO OTHERWISE MODIFY THE TERMS OF THIS LICENSE.**

9. **Infringement Indemnity.**

(a) **Infringement Defense.** We will, at our expense, defend any suit brought against you by an unaffiliated third party based upon a claim that the Software infringes a valid patent, trademark or copyright or misappropriates a third-party trade secret. The terms "misappropriation" and "trade secret" are used as defined in the Uniform Trade Secrets Act, except in case of claims arising under any claim governed by the laws of any jurisdiction outside the United States, in which case "misappropriation" will mean intentionally unlawful use and "trade secret" will mean "undisclosed information" as specified in Article 39.2 of the Trade-Related Aspects of Intellectual Property Rights (TRIPS) agreement. We will pay costs and damages (including reasonable attorneys’ fees) finally awarded against you, or agreed in settlement by us, directly attributable to any such claim and will bear all reasonable costs of the investigation and defense of the claim, but only on condition that
(1) you notify us in writing of such claim promptly following receipt of notice; (2) we have sole control of the defense and settlement negotiations; (3) you provide us all information and communications received by you concerning such claim; and (4) you provide reasonable assistance to us when requested. You will have the right to participate in the defense with counsel of your choice at your expense, provided that such representation does not interfere with our right to control the defense.

(b) Exclusive Liability. We will have the right, at our option and expense, to (1) obtain rights for you to use the Software; (2) replace or modify the Software so that it becomes non-infringing; or (3) accept return of the Software, upon which the applicable license(s) will terminate, in exchange for a credit, with respect to perpetually licensed Software, not to exceed the purchase price paid by you for such Software based upon a three (3) year straight line depreciation, and with respect to subscription Software, based on the applicable pro-rated portion of the amount paid for the corresponding payment term, calculated monthly. The remedies set forth in this Section 9, subject to the restrictions set forth in Sections 9(c) and 10 below, state our exclusive liability to you concerning infringement and misappropriation.

(c) Restrictions. We will have no liability for any claim of infringement based on (1) use of a superseded release of the Software where the subsequent release is equally available to you at no cost and is non-infringing; (2) use of the Software in combination with equipment or software not supplied by us (including Open Source Components) where the Product would not itself be infringing; (3) use of the Software in an application or environment not described in the Documentation; (4) software or technology not developed by us; (5) Software that has been altered or modified in any way by anyone other than us or our authorized agents; (6) your continued use of the Software after we notify you to discontinue use due to such a claim; or (7) any other use of the Software in violation of the terms of this License.

10. DISCLAIMER; LIMITATION OF REMEDY. WE AND OUR LICENSORS WILL NOT HAVE ANY 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 PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, LOSS OF USE, DAMAGE TO, LOSS OF OR CORUPTION OF DATA (WHETHER DIRECT OR INDIRECT, AND WHETHER OR NOT CONSTITUTING TANGIBLE PROPERTY DAMAGE), LOSS OF REPUTATION, BUSINESS INTERRUPTION, LOSS OF REVENUE, LOSS OF BUSINESS, LOST PROFITS, ANTICIPATED SAVINGS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE OR OTHER GOODS OR SERVICES FURNISHED TO YOU BY US, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, OUR LICENSORS WILL NOT HAVE ANY LIABILITY FOR ANY DIRECT DAMAGES OF ANY KIND UNDER THIS LICENSE. SUBJECT TO THE FOREGOING, THE COLLECTIVE LIABILITY OF US AND OUR LICENSORS (a) FOR PERPETUAL LICENSED SOFTWARE LICENSED UNDER THIS LICENSE WILL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE AND (b) FOR SOFTWARE OTHER THAN PERPETUAL LICENSED SOFTWARE WILL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS CONTAINED IN THIS SECTION WILL APPLY NOTWITHSTANDING ANY FAILURE OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER ANY TERM OF THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN THOSE JURISDICTIONS, SUCH INAPPLICABILITY WILL NOT AFFECT THE REMAINDER OF THE PROVISIONS IN THIS SECTION.

11. Termination. Either party may terminate this License effective upon written notice to the other party if the other party materially breaches this License and, with regard to breaches that are capable of cure, such breach remains uncured for 30 days after the non-breaching party provides written notice, and immediately upon written notice for breaches that are incapable of cure. Upon termination or expiration of this License, you will stop all instances running in your private network and destroy any copies of the
Software and Documentation in such network (and all copies or portions thereof) and stop all instances of the Software running in a Cloud Provider environment.

12. **Support.** During the Term, maintenance and support under this License is dependent upon the type of software licensed hereunder, and is subject to our support policies available at [https://www.f5.com/services/support/support-offerings/support-policies](https://www.f5.com/services/support/support-offerings/support-policies). Unless otherwise provided as part of the Sales Documentation, maintenance and support of all F5 Software is not provided under this License and must be purchased separately. If you have purchased maintenance and support for a Product, the term Software under this License will include, subject to Section 4(b), all updates and corrections we make publicly available at no additional cost (collectively “Updates”); provided that you are otherwise entitled to access and use such Updates pursuant to the applicable maintenance and support contract. You may only use the Updates on Products for which you are the original end user or other Products which include F5 Software to which you hold a valid license, and only on equipment for which you have purchased maintenance and support. Permissible upgrades for virtual edition licenses are further described at [https://support.f5.com/cs/p/article/K15643](https://support.f5.com/cs/p/article/K15643). Professional and consulting services are not included as part of maintenance and support and are provided under a separate agreement or statement of work.

13. **General.**

(a) **Governing Law and Dispute Resolution.**

(1) This License shall be governed by and construed in accordance with the governing law (“Governing Law”) set forth in the table below corresponding to the applicable licensing F5 entity, without regard to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, in whatever form adopted, will not apply to this License, is expressly and entirely excluded, and the parties specifically opt out of the application of such laws.

<table>
<thead>
<tr>
<th>Entity:</th>
<th>Governing Law:</th>
<th>Seat of Arbitration:</th>
</tr>
</thead>
<tbody>
<tr>
<td>F5 Networks Singapore Pte. Ltd.</td>
<td>The laws of Singapore</td>
<td>Singapore</td>
</tr>
<tr>
<td>F5 Networks, Ltd.</td>
<td>The laws of England and Wales</td>
<td>London, England</td>
</tr>
<tr>
<td>F5, Inc.</td>
<td>The laws of the State of Washington</td>
<td>Seattle, Washington</td>
</tr>
</tbody>
</table>

(2) Except for Excluded Claims (defined below), all disputes arising out of or in connection with this License, including any question regarding its formation, existence, validity, or termination, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Any dispute concerning the scope or applicability of this agreement to arbitrate shall be finally settled by the arbitrator(s). The seat or legal place of arbitration shall be as set forth in the table above corresponding to the applicable licensing F5 entity. The language of the arbitration shall be English. The arbitration award shall be final and binding on the parties, and the parties undertake to carry out any award without delay. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrator(s), its reasonable costs and fees.

(3) “**Excluded Claims**” means any dispute, claim or action concerning the validity, enforceability, infringement, misappropriation, or violation of our intellectual property rights or those of our licensors, and all such Excluded Claims shall be brought in any court of competent jurisdiction. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY AND UNCONDITIONALLY AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY EXCLUDED CLAIM.**
(b) **Notice.** Notices under this License shall be sufficient only if in writing and personally delivered, delivered by a major commercial rapid delivery courier service, or mailed by certified or registered mail, return receipt requested. Notices to you shall be addressed to the address listed in the applicable purchase order or quote. Notices to F5 shall be addressed to the addresses set forth opposite the applicable F5 entity below, or as amended by notice pursuant to this subsection.

<table>
<thead>
<tr>
<th>F5 entity:</th>
<th>Address for Notices:</th>
<th>With a copy to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>F5 Networks Singapore Pte. Ltd.</td>
<td>F5 Networks Singapore Pte. Ltd.</td>
<td>F5, Inc.</td>
</tr>
<tr>
<td></td>
<td>Attn: Legal Dept.</td>
<td>Attn: Legal Dept.</td>
</tr>
<tr>
<td></td>
<td>5 Temasek Boulevard</td>
<td>801 5th Ave.</td>
</tr>
<tr>
<td></td>
<td>#08-01/02/05 Suntec Tower 5</td>
<td>Seattle, WA 98104</td>
</tr>
<tr>
<td></td>
<td>Singapore 038985</td>
<td>USA</td>
</tr>
<tr>
<td></td>
<td>Singapore</td>
<td></td>
</tr>
<tr>
<td>F5 Networks, Ltd.</td>
<td>F5 Networks, Ltd.</td>
<td>F5, Inc.</td>
</tr>
<tr>
<td></td>
<td>Attn: Legal Dept.</td>
<td>Attn: Legal Dept.</td>
</tr>
<tr>
<td></td>
<td>Chertsey Gate West</td>
<td>801 5th Ave.</td>
</tr>
<tr>
<td></td>
<td>43-47 London Street Chertsey</td>
<td>Seattle, WA 98104</td>
</tr>
<tr>
<td></td>
<td>Surrey KT16 8AP</td>
<td>USA</td>
</tr>
<tr>
<td></td>
<td>United Kingdom</td>
<td></td>
</tr>
<tr>
<td>F5, Inc.</td>
<td>F5, Inc.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Attn: Legal Dept.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>801 5th Ave.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Seattle, WA 98104</td>
<td></td>
</tr>
<tr>
<td></td>
<td>USA</td>
<td></td>
</tr>
</tbody>
</table>

(c) **Miscellaneous.** If either party is unable to perform any obligation under this License, other than payment obligations, due to any cause beyond the reasonable control of such party, the affected party’s performance shall be extended for the period of its inability to perform due to such occurrence. This License and the rights and obligations herein may not be assigned or transferred, in whole or in part, by you without the prior written consent of F5. Any assignment in violation of this provision is void and without effect. Upon any permitted assignment or transfer under this License, this License or the relevant provisions shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. No provision, right or privilege under this License shall be waived by any act, delay, omission or acquiescence by any party or a party’s agents or employees and may be waived only by a written instrument executed by both parties. No waiver by any party of any breach or default of any provision of this License shall be effective as to any other breach or default, whether of the same or any other provision and whether occurring prior to, concurrent with, or subsequent to the date of such waiver.

Headings and captions used in this License are for convenience only and are not to be used in the interpretation of this License. If any provision of this License is held to be invalid, illegal, or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this License otherwise remains in full force and effect and enforceable. This License, together with the applicable Sales Documentation and all other documents incorporated by reference herein, constitute the entire agreement between the parties relating to the subject matter hereof and supersedes all proposals, understandings, or discussions, whether written or oral, relating to the subject matter of this License (including, without limitation, any additional terms or conditions that are included or referenced in any of your purchase orders, which purchase orders should merely identify the applicable Products and the agreed quantities and pricing thereof) and all past dealing or industry custom.