



F5 Digital Education and Training Unit Terms and Conditions

These Terms and Conditions (“Terms”) govern F5 training units (“Training Units”), F5 digital education services, and the LearnF5 platform at <http://account.f5.com/learnf5> (“LearnF5”). As used in these Terms, “you” and “your” refers to the entity that purchases (whether directly from F5 or through an authorized reseller), accesses, and/or uses Training Units, F5 digital education services, and/or LearnF5. If you have a separate agreement with F5 governing Training Units or F5 digital education services, then these Terms supplement your agreement.

1. Definitions.

- “Course” or “Courses” means a training session offered by F5 on the LearnF5 platform, and may be online, virtual, self-directed, in-person, or instructor-led.
- “Materials” means documentation (such as guides, workbooks, and other written materials), audiovisual content, presentations, and all other content, information, and materials (in any format or medium) provided or made available on the LearnF5 platform.
- “Order” means the purchase of Services (whether directly from F5 or through an authorized reseller), and includes, without limitation, orders placed via the LearnF5 platform.
- “Services” means the digital education services provided by F5 and includes the Courses, Materials, and any other services or materials provided or made available on the LearnF5 platform.
- “User” or “Users” means your employees, agents, and other representatives who access and/or receive the Services.

2. Accessing the Services. Promptly after F5’s acceptance of an Order, F5 will make the purchased Services available for the term set forth in the Order, or for the period specified in the applicable Course description. If you have questions about the term of the Order, please contact support@mail.education.f5.com. Users are required to register at LearnF5 to obtain access to certain Courses and/or Materials. Availability and content of Courses and Materials may be changed or updated at F5’s discretion. Services may be temporarily unavailable, in whole or in part, due to (i) downtime for maintenance or upgrades; (ii) outages, failures, or interruptions in the services, networks, or equipment used to deliver the Services; and/or (iii) circumstances outside of F5’s reasonable control. F5 will use reasonable efforts to notify Users of any planned downtime or unavailability of the Services.

3. Users. The Services are intended for, and may be accessed and used by, authorized Users only. You are solely responsible for Users’ compliance with these Terms, and you are liable to F5 for the acts, errors, and/or omissions of Users. Users must register for an individual LearnF5 account and may access and use the Services using their individual account. Subscription-based Services are licensed for specific Users identified by you to F5 at the time of purchase, and such Services may be accessed and used only by the identified Users unless F5 agrees otherwise in writing. LearnF5 accounts may be used only by the person in whose name the account is registered, and accounts may not be shared or accessed by multiple individuals. If applicable, you will limit access to and use of the Services to the number of Users specified in the Order or defined within the Services purchased.

4. Credentials. Users may use LearnF5 login credentials (“Credentials”) to access the purchased Services. Users may not share Credentials with anyone other than the person in whose name the applicable LearnF5 account is registered. Users will use reasonable efforts to safeguard Credentials from unauthorized use or disclosure. You will immediately notify F5 if (i) you have reason to believe that a User’s Credentials have been lost, compromised, or used without authorization; and/or (ii) a User is no longer employed by you or authorized to act on your behalf to access or use the Services.



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5. License and Restrictions. Subject to payment of the applicable fees and your compliance with these Terms, F5 grants you a non-exclusive, non-transferable, non-sublicensable, limited license to access and use the Services for your internal business purposes. Except for the foregoing, F5 and its licensors reserve all right, title, and interest (including, without limitation, all copyrights, trademarks, patents, and other proprietary rights) in and to all Services, Courses, Materials, and LearnF5 content. No other rights or licenses of any kind are granted, whether by implication, estoppel, or otherwise. Users are not licensees or sublicensees hereunder. Your right and license to the Services ends upon the expiration of the applicable Service Period, Order term, or period specified in the applicable Course description, provided that F5 may terminate your license and/or access to the Services and/or LearnF5 at any time if you materially breach these Terms. Without limiting anything in these Terms, Users may not:

- use Materials for any purpose other than as described in these Terms;
- allow any other person or entity to use or access the Services;
- distribute, sublicense, sell, make available, broadcast, or publish Courses or Materials in any format or medium;
- copy or reproduce Courses or Materials in whole or in part (except only for temporary copies stored in a browser cache or other similar transitory copies reasonably necessary for Users to view or display the Materials as permitted herein);
- modify, translate, alter, or create derivative works of Materials;
- mirror, frame, or link to Courses, Materials, or any portion of the LearnF5 platform;
- circumvent or attempt to circumvent digital rights management, security mechanisms, or access controls applicable to the Courses, Materials, and/or LearnF5 platform;
- decompile or reverse engineer any part of the Services, except only to the extent expressly permitted by applicable law;
- import or export the Services in violation of applicable laws or regulations, including by importing or exporting the Services to any jurisdiction subject to embargoes, sanctions, or other trade restrictions; and/or
- use the Courses and/or Materials to create, offer, sell, or distribute services or materials that compete with or are materially similar to the Services.

6. Training Units.

- a. F5 will confirm the purchase of Training Units via a written confirmation notice (which may include email). Each Training Unit is valid beginning on the activation date set forth in the confirmation notice and for the validity period set forth in the confirmation notice (the "Service Period"). Training Units obtained by converting or transferring from other pre-paid education services or professional services products may have a different Service Period. Training Units are issued to the entity or organization identified as the purchaser as reflected in the applicable LearnF5 account, and may not be transferred, resold, or used by any other entity or organization. For questions about the Service Period applicable to your Training Units, please contact support@mail.education.f5.com.
- b. Users may redeem Training Units during the Service Period as a credit toward registration fees for any virtual or online Course available on the LearnF5 platform or for instructor-led Courses. Training Units are redeemed using the key code provided in the confirmation notice and are allocated by you to Users. Registration fees are subject to change at any time prior to registration. Training Units are redeemed only in whole (non-fractionalized) quantities, not to exceed the applicable Course registration fee. Training Units are applied to Course registration fees only and cannot be used for other F5 products, services, or other expenses or fees. Courses are subject to availability, capacity, and scheduling constraints. F5 cannot guarantee that any specific Course will be available using Training Units. Unless F5 agrees otherwise in writing, all onsite instructor-led Courses for which Training Units are redeemed must be located in the country of the billing address used to purchase the Training Units.



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- c. Training Units must be redeemed for Courses scheduled to start during the Service Period. Training Units not redeemed during the Service Period will automatically expire and will be forfeited. No refunds or credits are provided for Training Units that expire or are not redeemed during the Service Period. If you convert or transfer other pre-paid education services or professional services to Training Units, the Service Period of the Training Units will end on the expiration date applied to the original product prior to conversion or transfer.
- d. Training Units redeemed for Courses that are rescheduled or canceled by F5 will be reissued and can be reused. If you redeem Training Units for a Course that is rescheduled after your registration, you may cancel your registration and your Training Units will be reissued. If you redeem Training Units for a Course that is cancelled after you register, your Training Units will be reissued. Reissued Training Units have the same Service Period as the originally redeemed Training Units unless otherwise agreed by F5 in writing. Training Units are not reissued or refunded if you fail to attend or participate in a Course for which you registered. If you wish to change your registration after redeeming Training Units for a Course, other restrictions or policies may apply. For questions about changing your Course registration, please contact support@mail.education.f5.com.

7. Pricing, Payment, and Taxes. All purchases are final, non-cancellable, non-refundable, non-transferable, and non-assignable except as expressly described in these Terms. Prices are subject to change after the Service Period or term of the applicable Order. Prices do not include sales tax, use tax, value added tax, goods and services tax, or other similar taxes (collectively, "Taxes"). If purchasing Services using a purchase order, F5 must receive payment in full in US Dollars no later than thirty (30) days from the date of F5's invoice. If payment is not received in full on or before the payment due date, the purchase will be cancelled and access to all Courses and Materials will be terminated. Any additional terms set forth on your purchase order or payment instrument are rejected and do not modify these Terms. If you pay using a credit card, you authorize F5 to immediately charge your credit card for all fees and applicable Taxes. F5 may preauthorize your payment amount prior to your purchase to verify that your credit card is valid and has funds available. You authorize F5 to periodically charge your credit card for any recurring fees set forth in the Order (plus applicable Taxes) until cancelled or terminated. You may provide a valid exemption certificate for US state sales tax by email to support@mail.education.f5.com. You acknowledge that you are registered for the Taxes applicable to you and you will provide F5 with your tax registration number promptly upon request. You are responsible for any applicable Taxes not collected by F5 at the time of your purchase. If you pay Taxes directly to a taxing authority, at F5's request you will provide documentation evidencing full and timely payment of such Taxes.

8. Warranty, Disclaimers, and Limitation of Liability. OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS, F5 MAKES NO WARRANTIES, REPRESENTATIONS, GUARANTEES, OR PROMISES REGARDING THE SERVICES (INCLUDING BUT NOT LIMITED TO THE RESULTS, AVAILABILITY, CONTENT, OR ACCURACY OF THE SERVICES) AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES (INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT). F5 WILL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES REGARDING OR ARISING FROM THE SERVICES AND/OR THESE TERMS, WHETHER IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, AND/OR PRODUCT LIABILITY) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, OR OTHER LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND/OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. F5'S MAXIMUM AGGREGATE LIABILITY REGARDING OR ARISING FROM THE SERVICES AND/OR THESE TERMS WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE SERVICES GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATIONS DO NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY OR TO LIABILITY THAT MAY NOT BE LAWFULLY EXCLUDED BY LAW.



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9. **Privacy.** All personal information provided by you and/or Users will be used by F5 in accordance with F5's privacy notice available at <https://www.f5.com/company/policies/privacy-notice>.

10. **Governing Law and Interpretation.** These Terms will be governed by and construed in accordance with the laws of the State of Washington, without regard to conflicts of laws principles, and all disputes arising hereunder will be brought and heard in the State of Washington. Users are not third-party beneficiaries of these Terms or of any rights or benefits hereunder. F5 is not liable for delay or failure of its performance hereunder caused in whole or in part by circumstances beyond F5's reasonable control. If any provision is held to be invalid or unenforceable, it will be severed and the remaining provisions will continue in full force and effect. These Terms may not be modified or amended except in a writing signed by F5. No act, usage, or custom will amend or modify these Terms, and no delay or derogation by F5 in enforcing these Terms constitutes a waiver of F5's rights. These Terms supersede all previous and contemporaneous agreements, proposals, or discussions concerning the matters herein. To the extent these Terms conflict with any written agreement signed by you and F5, these Terms will control with respect to the Services and other matters herein unless such other agreement expressly and unambiguously provides for such agreement to prevail. These Terms supplement any non-conflicting written agreements, terms, and policies regarding F5's products and services. These Terms may be accepted by electronic means and may not be assigned by you without F5's prior written consent.