



Product Warranty

LIMITED WARRANTY

All references to “F5” in this Product Warranty (“Product Warranty”) will be deemed to be a reference to the applicable F5 entity as follows: (i) if the customer’s (“Customer”) primary place of business is located in the European Economic Area, the Middle East or Africa (“EMEA”), the F5 entity is F5 Networks Ltd.; (ii) if the Customer’s primary place of business is located in the Asia-Pacific region, excluding Japan, India and Taiwan (“APAC”), the F5 entity is F5 Networks Singapore Pte. Ltd.; and (iii) if the Customer’s primary place of business is located in Japan, India, Taiwan or a region outside of EMEA or APAC, the F5 entity is F5 Networks, Inc.

- 1. Software.** F5 warrants that for a period of ninety (90) days from the date of shipment: (i) the media on which the software is furnished will be free of defects in materials and workmanship under normal use; and (ii) the software substantially conforms to its published specifications. Except for the foregoing, the software is provided AS IS. In no event does F5 warrant that the Software is error free, that the Product will operate with any software or hardware other than that provided by F5 or specified in the documentation, or that the Product will satisfy Customer’s own specific requirements.
- 2. Hardware.** F5 warrants that the hardware component of any Product will, for a period of one (1) year from the date of shipment by F5, be free from defects in material and workmanship under normal use.
- 3. Remedy.** Customer’s exclusive remedy and the entire liability of F5 under this limited warranty and any other guarantee made by F5 is, at F5’s option, to repair or replace any Product or component that fails during the warranty period at no cost to Customer. Products returned to F5 must be pre-authorized by F5 with a Return Material Authorization (RMA) number marked on the outside of the package, and sent prepaid, insured and packaged appropriately for safe shipment. The decision to issue an RMA shall be at F5’s sole discretion, subject to the warranty terms hereof. Only packages with RMA numbers written on the outside of the shipping carton and/or the packing slips and shipping paperwork will be accepted by F5’s receiving department. All other packages will be rejected. The repaired or replaced item will be shipped to Customer, at F5’s expense, no later than 7 days after receipt by F5. For customers with Advance Exchange RMA approval (as detailed in Customer’s support contract, where applicable), a replacement Product or component will be shipped to Customer on the first business day following confirmation of the failure of the original Product or component per the terms of Customer’s support contract. F5 may invoice the Customer for any failed Products or components (a) with respect to which the damage to such Products or components is attributable to actions taken by Customer or any of its agents (including but not limited to the categories set forth in the “Restrictions” paragraph immediately below); or (b) not returned within ten (10) days of shipment of the replacement unit(s). Title to any returned Products or components will transfer to F5 upon receipt. F5 will replace defective media or documentation or, at its option, undertake reasonable efforts to modify the software to correct any substantial non-conformance with the specifications.
- 4. Restrictions.** The foregoing limited warranties extend only to the original Customer, and do not apply if a Product (a) has been altered, except by F5 or an F5-designated representative or in accordance with F5 instructions, (b) has not been installed, operated, repaired, or maintained in accordance with F5’s instructions, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence or accident or (d) has been operated outside of the environmental specifications for the Product. Software corrections or upgrades do not extend the Software warranty. The Product is not for resale. Customer may not copy or reproduce the Software, and may not copy or translate the written materials without F5’s prior, written consent. Customer may not copy, modify, reverse compile or reverse engineer the Software, or sell, sub-license, rent or transfer any Products or any associated documentation to any third party. F5 reserves the right to limit or terminate support (including error correction services) of any Product version one (1) year after the date of release of a subsequent Product version (not counting bug fixes). The foregoing restriction shall apply even if Customer elects to install a Product version other than the then-currently shipping version of the Product.

5. DISCLAIMER; LIMITATION OF REMEDY. EXCEPT FOR THE WARRANTIES SPECIFICALLY DESCRIBED HEREIN, F5 AND ITS THIRD PARTY LICENSORS DISCLAIM ANY AND ALL WARRANTIES AND GUARANTEES, EXPRESS, IMPLIED OR OTHERWISE, ARISING, WITH RESPECT TO THE PRODUCT, SPECIFICATIONS, SUPPORT OR SERVICES DELIVERED HEREUNDER, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NEITHER F5 NOR ITS THIRD PARTY LICENSORS HAVE AUTHORIZED ANYONE TO MAKE ANY REPRESENTATIONS OR WARRANTIES OTHER THAN AS PROVIDED ABOVE. THE COLLECTIVE LIABILITY OF F5 AND ITS THIRD PARTY LICENSORS UNDER THIS LICENSE WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCT. NEITHER F5 AND ITS THIRD PARTY LICENSORS NOR LICENSEE WILL 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 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 THE SOFTWARE



OR OTHER GOODS OR SERVICES FURNISHED TO LICENSEE BY F5, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Governing Law. This Product Warranty will be governed and construed in accordance with the following governing law (“Governing Law”) depending on the applicable F5 entity hereunder, without regard to its choice of law rules, and the exclusive jurisdiction for any action relating to this Product Warranty shall be in the appropriate courts of the venue (“Venue”) set forth opposite the applicable F5 entity:

| F5 Entity: | Governing Law: | Venue: |
|---------------------------------|-------------------------------------|---------------------|
| F5 Networks Singapore Pte. Ltd. | The laws of Singapore | Singapore |
| F5 Networks Ltd. | The laws of England and Wales | London, England |
| F5 Networks, Inc. | The laws of the State of Washington | Seattle, Washington |

The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) in any form that it may be adopted are specifically excluded from and will not apply to this Product Warranty.

7. Entire Agreement. This Product Warranty constitutes 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 Product Warranty and all past dealing or industry custom. No modification of this Product Warranty shall be effected by the Customer’s use of any order form, purchase order, acknowledgement or other form containing additional or different terms.