

F5 Maintenance Terms and Conditions

1. **Agreement.** Subject to customer's ("Customer") payment of applicable maintenance and support fees ("Fees"), F5 agrees to support, maintain, repair or replace the Product(s) properly registered and entitled subject to these terms and conditions ("Agreement"). All references to "F5" in this Agreement will be deemed to be a reference to the applicable F5 entity as follows: (i) if the Customer's 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 ("APAC"), the F5 entity is F5 Networks Singapore Pte Ltd; and (iii) if the Customer's primary place of business is located in a region outside of EMEA or APAC, the F5 entity is F5 Networks, Inc. **By accessing F5 support services in any way, Customer agrees to be bound by the terms and conditions below.**
2. **Term.** Services under this Agreement will commence on the earlier of (i) (90) days after the date the Product is shipped from the manufacturing facilities of F5, or (ii) the date the covered Product is activated with F5, or (iii) if F5 has no record of license activation, Service will begin on the ship date and no service extensions will apply ("Commencement Date"). Services will automatically renew for additional one year terms upon submission of a purchase order for renewal, unless either Customer or F5 provides written notice of termination at least 30 days prior to the end of any such term ("Renewal Term"). In the event that Customer accesses F5 support services in any way after this Agreement has expired or been terminated, Customer will continue to be bound by this Agreement, including without limitation Sections 4, 10, and 11, which will continue to apply to the services after such expiration or termination. Each renewal will be at F5's then-current rate. Services pricing will be charged for all F5 Product platform and add-on software purchases. The total service price will be calculated as a percentage of total list prices, appropriate to the level of service purchased. Either party may terminate Customer's F5 support services under this Agreement upon 30 days' notice in the event of a material breach by the other party of this Agreement, provided such breach is not cured by the end of such 30 day period.
3. **F5's Obligations.**
 - (a) F5 will provide telephone support for any Product covered by this Agreement. Such support will consist of responding to trouble calls in accordance with the requirements set out in Appendix A to make the Product perform as described in the current Product specifications. Customer support will be provided in accordance with F5's support policies which are available at www.f5.com/about/guidelines-policies.
 - (b) Customer is entitled, at no charge, to updated versions of covered Products, such as bug fixes and new releases that are generally made available at no additional cost to F5's customers that have ordered maintenance services for the relevant time period. The foregoing right shall not include any options, upgrades or future products which F5 or third party vendors charge for as a separate product or where Customer's installed hardware platform has no further upgrades available according to either (i) the applicable F5 software release notes provided with each release and also available for review via the Ask F5 service or (ii) a written end-of-life announcement communicated to Customer by F5. F5 is not obligated to provide hardware upgrades to ensure compatibility with new software versions of its products or to ensure that new software versions of its products are compatible with outdated hardware platforms.
 - (c) F5 will, at its option, repair or replace any Product or component that fails during the term of Customer's support agreement at no cost to Customer, provided that Customer contacts the F5 technical support center to report the failure and complies with F5's return policies. 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. 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. A replacement Product or component will be shipped from F5's USA operations to the Customer on the next business day following F5's confirmation of the failure of the original Product or component via remote troubleshooting and receipt from the Customer of the RMA Template containing Customer provided delivery and system configuration information (Note: there are international exceptions). Customer will return the failed Product or component to F5 under the RMA number issued by F5 upon receipt of the replacement. 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 Section 4 below); or (b) not returned within ten (10) business days of shipment of the replacement unit(s) (c) Product not returned in the original packaging box or the replacement unit packaging that causes undue damage to the unit. Title to any returned Products or components will transfer to F5 upon receipt. F5 will be responsible for all freight charges for returned Products or components provided Customer uses F5 designated carrier. 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.
 - (d) ASK F5 is a 24-hour, 7-day-a-week online service that allows Customers to receive rapid answers to F5 Product and service-related questions. Customers simply type a question into their Web browser; ASK F5 responds to the query. ASK F5 is also fully integrated with F5's technical support center, allowing Customers to quickly communicate on-line with support staff who are experts in F5 Products. F5 provides ASK F5 online support services at no charge during the term of this Agreement, provided that Customer must register to obtain a user name and password in order to access the Ask F5 services.
 - (e) F5 can use remote access tools to view a specific troubleshooting instance. When accessing Customer systems:

- F5 will access Customer's system only upon Customer request. F5 will not take control of the remote access session, but instead will guide the Customer through executing commands, gathering data, making configuration changes or other actions as may be necessary.
- F5 recommends that the Customer create backup copies of configuration files before any work is performed.
- Any recommended changes must be validated by the Customer and, where possible, will first be made on a stand-by unit.
- F5 will make use of security shred bins for all sensitive Customer information that may be written on paper.

If remote access is not an available option, it will take significantly longer to identify and resolve the outstanding incident.

(f) F5 specifically disclaims any and all support or repair obligation with respect to any application that has not undergone feature-set approval and F5's QA process for feature integration (a "Non-Supported Application"). Customer acknowledges that if a new support case is created in accordance with F5's support process where the issue is suspected to be, or is found to be, attributable to a Non-Supported Application, F5 may elect one of the following options, at its sole discretion:

- Remove the Non-Supported Application, following consultation with Customer, in order to continue to resolve the issue; or
- Cease work on the case and recommend that Customer remove the Non-Supported Application from the F5 Product in order to continue toward resolution.
- If the F5 Product continues to function improperly or if the issue persists due to the Non-Supported Application, F5 will cease all support efforts on the case. The parties will then cooperate to develop a mutually satisfactory "for-fee" arrangement for continuing work on the issue.

4. **Restrictions.** Services provided by F5 under this Agreement are limited to the covered Product and are contingent upon the Customer's proper use of the Product in the application for which it was designed. F5 will not be obligated to provide any service or to correct any malfunction, damage or other problem if the 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 instructions, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence or accident, (d) has been operated outside of the environmental specifications for the Product or (e) is related to configuration of Customer's network beyond that necessary to the use or installation of F5 Products. F5 reserves the right to limit or terminate development support (including error correction services) of any Product version one (1) year after the date of release of a subsequent Product version in accordance with its end of life policies (available through AskF5). 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. **Recertification.** Requests for maintenance on Products purchased from sources other than an F5 VAR or directly from F5 (i.e. used or purchased from an online auction), or where maintenance has lapsed on the Product for more than 180 days, will first be subject to an inspection by a representative of F5 at the rate of \$10,000 USD per unit (\$20,000 USD for redundant systems) payable to F5 Networks. The inspection will determine if the unit is at a maintainable state and eligible for coverage.

Once the unit has passed inspection, a F5 support services and additional services may be purchased at the current published rates.

6. **Prices and Payment.** Fees for the initial or any subsequent term of Customer's support agreement will be due and payable net 30 days from date of invoice. All payments to F5 Networks will be made in US dollars. F5 may accept payment 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 check or payment or in any letter accompanying a check 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 attorney fees, will be payable by Purchaser.

7. **Lapsed Service Fee.** If Customer purchases an annual Maintenance Agreement for a Product where maintenance has lapsed on the Product by up to 180 days, Customer will be charged a "Lapsed Service" fee at the rate of \$2,000 USD in addition to the then-current standard maintenance fee pro-rated for the time period during which no maintenance was in effect.

8. **Expedited RMA Services (Limited Availability Area).** Where Customer has purchased an Expedited RMA service, the terms of this Section 8 will also apply. Products covered under any of these services must be covered under current F5 support services under this Agreement. Expedited RMA service purchased by Customer will be available fifteen business days after the receipt and acceptance of the purchase order for service and the Customer's completed Expedited RMA Service paperwork, providing full hardware configuration to be supported and accurate installation address of Product (template provided by F5 Sales). F5 will make a reasonable effort to match the current configuration of the supported hardware. However, it is the Customer's duty to notify F5 in writing of any hardware configuration changes or changes to the Product location covered by this agreement. F5 requires ten business days to implement necessary changes to support the new configuration and/or location, and will be subject to Availability Area. If change notification is not made, F5 will take

responsibility for the configuration and location on file at F5 only. Notification regarding physical moves of appliances must be made via email to RMAchanges@F5.com.

4 Hour RMA Services: For Customers with Products deployed within the F5 Four Hour RMA Availability Area (the Availability Area) as posted at <http://www.f5.com/about/guidelines-policies/>, F5 will make a commercially reasonable effort to deliver a Replacement unit within 4 hours of an F5 determination that a Replacement unit is needed and receipt from the Customer of the completed RMA Template containing Customer provided delivery and system configuration information. Customer acknowledges and agrees that the Replacement unit may be delivered with a different System Software version than the version installed on the failed unit. For Customers with units that are not within the Availability Area or who otherwise do not meet the criteria listed for F5 Four Hour RMA Availability, F5 will use commercially reasonable efforts to deliver a replacement unit as soon as practicable.

The four hour period will be defined by the business hours covered by Customer's current F5 support services under this Agreement. Accessories such as optical modules and cables and mechanical items such as rail kits, latches, and bezels are not covered by Expedited RMA Services. Limited parts, including ARX batteries, are not covered by Expedited RMA Services for safety and regulatory reasons and will be subject to F5's standard RMA processes. Please contact Customer's F5 representative for further details.

Provided the Customer technical contact completes the RMA Template, for Customers that purchase the Expedited 4 Hour RMA with Technician Service (Limited Availability Area), the technician, working under the direct supervision of a remote F5 Network Support Engineer, will:

- a) Remove and replace the failed unit;
- b) Load the F5 Manufacturing Released System Software version on the Replacement unit that most closely matches, without exceeding, the System Software version on the failed unit;
- c) Activate the License on the Replacement Appliance where applicable.

The Customer understands and agrees that execution of the three steps above requires the Customer to provide a site escort for the Technician as well as high speed internet access and telephone connectivity both in reasonable proximity to the work area.

The technician will not:

- a) Troubleshoot;
- b) Apply Hot Fixes or software patches;
- c) Upgrade software;
- d) Make changes to the environment;
- e) Restore the configuration, create a basic configuration, or perform any other configuration activity
- f) Fulfill requests made by the Customer's on-site representative.

9. Taxes and Other Charges. All charges are exclusive of all foreign, federal, state, municipal, or other government excise, duty, sales, use or occupational taxes or charges now in force or enacted in the future, and therefore are subject to an increase equal in amount to any taxes or charges F5 may be required to collect or pay upon the services performed or materials provided hereunder whether during the service coverage period or otherwise.

10. Limitation of Liability and Disclaimer of Warranty. F5 sole obligation and liability hereunder is for the service and repair of the Products covered under this Agreement. F5 will have no further obligation or liability beyond such service and repair. IN NO EVENT WILL F5 BE LIABLE FOR ANY DAMAGE RESULTING FROM LOSS OF USE, DATA, PROFIT, OR BUSINESS, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING FROM AN ACTION OF CONTRACT, TORT OR OTHER LEGAL THEORY. F5 LIABILITY FOR DAMAGES FOR ANY CAUSE, WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT) WILL BE LIMITED TO THE SERVICE FEE ACTUALLY PAID UNDER THIS AGREEMENT. F5 DISCLAIMS ALL WARRANTIES HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE OR USE.

11. General Provisions.

- (a) **Non-Assignment and Non-Transferability:** Customer may not transfer its F5 support services under this Agreement to a third party without F5 prior written consent. F5 support services entitlement under this Agreement is not transferable between Products or Customers. F5 support services under this Agreement cannot be transferred from one Product to provide coverage on another Product, unless this transfer is in connection with an RMA replacement. F5 support services under this Agreement do not transfer with Product title transfers between Customer and any third party without the prior written consent of F5 and payment of a re-certification fee.
- (b) **Force Majeure.** F5 will exercise reasonable efforts to meet its obligations hereunder, but will not be liable or in default under this Agreement due to the delays in delivering materials or furnishing services resulting from any cause beyond its reasonable control including, but not limited, to acts of God, weather, strikes, labor disputes, transportation difficulties, and/or any other cause whatsoever.
- (c) **Governing Law.** This Agreement will be governed and construed in accordance with the following governing law ("Governing Law") depending on the applicable F5 entity who is a party to this Agreement, without regard to its choice of law rules, and the exclusive jurisdiction for any action relating to this Agreement shall be in the appropriate courts of the venue ("Venue") set forth opposite the applicable F5 entity:

F5 Entity:	Governing Law:	Venue:
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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

- (d) Entire Agreement. This Agreement together with Appendix A constitutes the entire agreement between the parties relating to the subject matter hereof and supersede all proposals, understandings, or discussions, whether written or oral, relating to the subject matter of this Agreement and all past dealing or industry custom. No modification of this Agreement shall be effected by the Customer's use of any order form, purchase order, acknowledgement or other form containing additional or different terms.

Appendix “A”
Service Level Appendix
SP ESSENTIALS SERVICE

This Appendix A to the Agreement applies only to the SP Essentials Service. Any terms not defined in this Appendix A will have the meaning attributed to them in the Agreement.

1) DEFINITIONS

- a) **“Business Day/Day/day”** means a working day that is not a weekend or a public holiday at the location where the Services are provided.
- b) **“Contract Year”** means twelve (12) consecutive months from the Commencement Date and each Renewal Term, as applicable.
- c) **“Customer Network”** means all hardware, software, data storage and transmission facilities deployed or maintained by Customer, its affiliates, vendors, agents or representatives that constitute the Customer’s computer network and are used by Customer in connection with the Products.
- d) **“Hardware”** means F5 proprietary hardware products.
- e) **“List Price”** means the total aggregate list price fees for the SP Essentials Service purchased by Customer for all Products in a Contract Year based on F5’s price list for the applicable country of sale for the Contract Year.

- f) **“Problem”** means one of the problems identified in the table in Section 2c.
- g) **“Product”** means Hardware and Software (excluding F5 SDC hardware and software) covered under a current SP Essentials Service Agreement.
- h) **“Required Data Elements”** means the required data in F5’s Solution Number SOL K135 set out at, <https://support.f5.com/csp/article/K135>.
- i) **“Initial Response Time”** means the time at which F5 acknowledges Customer’s notification of a problem.
- j) **“Restoration”** means that F5 has provided a temporary solution to Customer such that the applicable Product is operating substantially in accordance with the published specifications.
- k) **“Resolution”** means that a permanent solution to the problem has been provided to Customer.
- l) **“Root Cause”** means the known factor(s) that caused a nonconformance in the F5 Product
- m) **“Severity Level”** means one of the severity levels described in Section 2c below as determined by F5 in respect of a Problem.
- n) **“Software”** means (i) System Software and (ii) any F5 software that constitutes an F5 product that runs on Hardware or commercially available third party hardware.
- o) **“System Software”** means the F5 core operating software installed within the F5 Product

2) SERVICE LEVELS

- a) F5 will meet the Service Levels set out in Part B below when the conditions set out below have been met.
 - I. Service Levels will only apply to Products (i) that are covered by a current SP Essentials Service Agreement for which Customer has paid all applicable SP Essentials Service Fees; (ii) operating in a production environment and in a high availability redundant pair configuration; and (iii) that were installed and configured by F5 or properly installed and configured in accordance with F5’s instructions or reviewed and approved by F5; and (iv) that are operating on a supported maintenance release of the System Software and/or Hardware;
 - II. All service requests must be reported directly to F5’s support phone numbers found at <https://www.f5.com/company/contact/regional-offices#product-support>

b) Service Levels will not apply to problems that arise from any of the following occurrences:

- i) downtime for scheduled activities such as software updates and maintenance and upgrades to the Products;
- ii) events caused by any act or omission of Customer, its vendors, agents or representatives or any third party;
- iii) failure or malfunction of services provided directly or indirectly by Customer or any third party engaged by Customer to provide services to Customer;
- iv) failure or malfunction of any third party equipment or, software;
- v) power outages, natural disasters, data communication failures and any other cause outside of F5's control;
- vi) problems resulting from Customer's failure to use the most current System Software for a Product that could have been avoided or mitigated by the use of the most current version of the System Software.

c) F5 will respond to and resolve Customer's Problems in accordance with the following service levels ("Service Levels").

Severity Level**	Description of Problem	Initial Response Time Service Level	Restoration Time Service Level
Severity 1 Case to be raised by phone	Your Product are preventing the execution of critical business activities. The Product will not power up or is not passing traffic. <u>Security issue</u> - Critical business impact due to an attack or vulnerability.	Thirty (30) minutes from F5's timestamp case acknowledgement until F5's response to the Customer from the support engineer.	Restoration time is within five (5) hours from F5's receipt of the Required Data Elements from Customer excluding time required for the delivery of replacement Hardware and any time taken to install or commission new/replacement Hardware. Final written statement of Root Cause (or Service Restoration report where Root Cause is not available), within 15 Days of the last Resolution timestamp in F5's case system
Severity 2 Case to be raised by phone	Your Product is preventing or significantly impairing high level commerce or business activities. The Product is in degraded state that places Customer Network or commerce at risk. <u>Security issue</u> - Severe business impact due to an attack, vulnerability, compliance, or data at risk.	Thirty (30) minutes from F5's timestamp case acknowledgement until F5's response to the Customer from the support engineer.	Restoration time is within forty eight (48) hours from F5's receipt of the Required Data Elements from Customer excluding time required for the delivery of replacement Hardware and any time taken to install or commission new/replacement Hardware. Final written statement of Root Cause (or Service Restoration report where Root Cause is not available), within 15 Days of the last Resolution timestamp in F5's case system

Severity 3	Your Product has degraded service or functionality for normal business or commerce activities. Customer Network traffic through the Product is causing some applications to be unreachable, or operate in a diminished capacity. <u>Security issue</u> - Potential or partial business impact related to mitigation, audit results or vulnerability.	Four (4) hours from F5's timestamp case acknowledgement until F5's response to the Customer from the support engineer.	Restoration time is within six (6) weeks from F5's receipt of the Required Data Elements from Customer excluding time required for the delivery of replacement Hardware and any time taken to install or commission new/replacement Hardware.
Severity 4	Questions regarding configuration "how to" and troubleshooting non-critical issues. <u>Security issue</u> - General security related questions and/or concerns which are not related to an immediate need.	By the end of the Next Business Day following F5's receipt of a phone call from Customer.	Not Applicable

** F5, with information from Customer, shall determine the Severity Level of a Problem in its reasonable discretion. Some conditions may not meet the requirements of any Severity Level and may not require or justify a Restoration.

d) Minimum Service Levels in any Contract Year and Service Credit(s)

- a) If, in any Contract Year, F5 fails to meet the Service Levels set out above in at least 90% of the total number of cases raised per Severity Level, F5 will provide Customer with the following service credit in respect of fees payable by Customer for future F5 Maintenance Services ("Service Credit").
- b) The Service Credit shall be a percentage of the List Price calculated in accordance with the table set out below ("Service Credit Percentage").

- c) The total aggregate Service Credit(s) payable to Customer in any Contract Year shall not exceed 5% of the List Price (“Annual Service Credit Cap”).
- d) The total aggregate Service Credit(s) payable to Customer in any Contract Year for any Severity Level shall not exceed the Severity Level Service Credit Cap.
- e) Customer agrees that the Service Credit(s) will be its sole and exclusive remedy for any failure of F5 to meet the Service Levels.
- f) Any Service Credits must be used within twelve (12) months of date of issue (“Credit Expiry Date”), after which they will expire and have no residual value. If Customer does not purchase any further F5 Maintenance Services prior to the Credit Expiry Date, F5 will provide Customer with a payment to the value of any unused Service Credits.

Percentage of Service Levels met in respect of all Problems per Severity Level in a Contract Year	Severity Level	Delay Unit beyond Restoration Time	% per Delay Unit	Severity Level Service Credit Cap
< 90%	Severity 1	1 hour	0.1	2.5%
< 90%	Severity 2	1 day	0.1	1.5%
< 90%	Severity 3	1 week	0.1	1%

For example: The List Price is \$100,000 for a Contract Year. If there are 10 Severity 1 Problems in that Contract Year, and (i) F5 fails to meet the Service Levels in at least 9 of those 10 Severity 1 Problems and (ii) the total aggregate Delay Units for those Severity 1 Problems is 30 hours, then the Service Credit Percentage would be 30 x 0.1, or 3%. However, as the Severity Level Service Credit Cap for Severity Level 1 Problems is 2.5%, the Service Credit payable for the Severity 1 Problems for that Contract Year would therefore be 2.5% of \$100,000 ie, \$2,500. A similar calculation would apply to Severity 2 and Severity 3 Problems up to the Annual Service Credits Cap of 5% of \$100,000, ie, \$5000.