

## F5 CLOUD SERVICES SUBSCRIPTION TERMS

**ISSUED: March 4, 2019**

**IMPORTANT – READ BEFORE REGISTERING FOR AN ACCOUNT**

YOU, ON BEHALF OF THE ENTITY DESIGNATED AS “ORGANIZATION” IN THE ACCOUNT SIGN-UP PAGE (“YOU,” “YOUR”), AGREE TO BE BOUND BY THESE F5 CLOUD SERVICES SUBSCRIPTION TERMS (THESE “SUBSCRIPTION TERMS”) BY REGISTERING FOR A F5 CLOUD SERVICES SUBSCRIPTION ACCOUNT (“ACCOUNT”) OR OTHERWISE ACCESSING AND/OR USING ANY F5 CLOUD SERVICES OFFERINGS (THE “SERVICES”). IF YOU DO NOT AGREE, DO NOT REGISTER FOR AN ACCOUNT OR ACCESS OR USE ANY SERVICE. If you are entering into the Agreement (defined below) for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity and do so bind that entity by entering into the Agreement. You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor), and that you will and have provided accurate, current and complete information (including the full legal name of the entity designated as “Organization” in the Account sign-up page) in connection with your Account (“Account Information”). The Agreement takes effect when you click an “I Accept”, “I Agree”, or “Register” button or other check box presented with these terms or, if earlier, when you use any of the Services.

ARBITRATION NOTICE. Except for certain kinds of disputes described in Section 14 (Dispute Resolution) below, you agree that disputes arising under the Agreement will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND F5 ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under the Agreement (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. (See Section 14 below.)

### 1. Use of the Services.

(a) Pursuant to the Agreement, you may access the F5 Cloud Services Portal (“Portal”) and subscribe to one or more cloud-based on-demand services (each a “Service Offering”) provided to you by F5 Networks, Inc. (“F5”, “we” or “us”). As used in these Subscription Terms, the term “Services” includes both your use and access to the Portal and each Service Offering you have subscribed to through your Account. Any individual Service Offering may also be subject to additional terms (“Offering-Specific Terms”) that will apply to you when subscribing to a Service Offering (or at a later time) and your use of a Service Offering may be subject to additional policies applicable to one or more such Service Offerings (“Policies”). These Subscription Terms, together with all Offering-Specific Terms and Policies that apply to your use of the Services, are collectively referred to as the “Agreement”. You may access and use the Service Offerings solely in accordance with the Agreement. You will comply with the Agreement and all legal requirements applicable to your use of the Services. Any conflict among the Subscription Terms, the Offering-Specific Terms and/or the Policies will be handled in the following decreasing order of priority: the Offering-Specific Terms, the Policies, and these Subscription Terms.

(b) Subject to the Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable right to access and use the applicable Service Offering(s) until your subscription to the Service Offering(s) has terminated or expired (“Subscription Term”), solely in accordance with the Agreement. Other than as specifically described in this Section 1, you obtain no right under the Agreement to any of the Service Offerings or to any of F5’s trademarks, patents, copyrights, or other intellectual property rights. We retain all rights not granted herein.

(c) To the extent that a Service Offering grants you access to any F5-provided user manuals, help files, or other documentation, in whatever form, which are made available to you with and for use of a Service Offering, as updated from time to time (collectively, “Documentation”), we hereby grant to you a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use such Documentation solely to enable you to access and use such Service Offering as permitted by Section 1(b) above. You may not copy or translate the Documentation without our prior written consent.

(d) You may permit Your Affiliates to use the Services you are subscribed to, subject to the terms of the Agreement. Except in this Section 1(d), references to “you” herein are deemed to refer to Your Affiliate when Your Affiliate uses the Services from your Account, but (i) Your Affiliates are not parties to the Agreement or your Account, (ii) you (and not Your Affiliates) are solely responsible for payment obligations under the Agreement, (iii) Your Affiliates may not bring any claims against F5 which arise under the Agreement, (iv) you are fully liable and shall be responsible for all acts and omissions of Your Affiliates as if such acts and omissions were committed by you, (v) you will serve as the sole point of contact for F5 with regard to Your Affiliates, (vi) F5

F5 Confidential until posted on AWS Marketplace

need not interact directly with any such Affiliate, and (vii) where F5 would otherwise be required to provide information, assistance, cooperation, or anything else to Your Affiliate, F5 may provide it solely to you, but (viii) F5 is entitled to follow the instructions of your Affiliates with respect to Your Content provided by or on behalf of such Affiliate instead of your instructions if F5 reasonably believes this is legally required under the circumstances. You represent your use of the Services and your actions under the Agreement are with full authority of Your Affiliates, and that their use of the Services and their actions are with your full authority. "Your Affiliate" as used herein means an entity that, directly or indirectly, controls, is controlled by or is under common control with you, where "control" means ownership of more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of your directors or other managing authority.

(e) We may collect and use certain information about your access and use of the Services, including but not limited to usage and performance information about the Service Offering(s) (collectively, "Usage Data"). We may use Usage Data to provide the Service Offerings to you, to support your Account, and to support, improve, and enhance the Services.

(f) A Service Offering may accept data or information that you upload or input into the Service Offering or otherwise make available to the Service Offering ("Your Content"). We may use Anonymized Data derived from your use of the Services to support and improve our products and services, including but not limited to in the development of new features, products, tools, and content, and for other commercial purposes. "Anonymized Data" means Your Content and/or Usage Data that has been stripped of all Personal Data (defined below) and of any information that identifies you or your end-users. Anonymized Data will be owned by F5 and we have no responsibility to you regarding our use of Anonymized Data.

(g) We may change or discontinue any or all of the Service Offerings or change or remove functionality of any or all of the Service Offerings from time to time. We will notify you of any discontinuation of the Service Offerings to which you are subscribed.

## 2. Restrictions and Rights.

(a) We and/or our licensors and/or suppliers own all right, title, and interest in and to the Services, and all related technology and intellectual property rights. You may use, access, display and run the Service Offering(s) only in the manner and for the purpose expressly permitted by the Agreement including, but not limited to, any limitations placed on your use of the Service Offerings in the Offering-Specific Terms or Policies.

(b) You will use the Services solely in accordance with the F5 Cloud Services Acceptable Use Policy ("Acceptable Use Policy") at <http://Portal.Cloudservices.F5.com/Legal/Policies/AUP> (and any successor location(s) designated by us). We may suspend or terminate the Agreement or your access to any individual Services Offering(s), including but not limited to any transmission of Your Content to or through the Services, and we may remove Your Content or other information in the Services, if we believe you may have committed or may be about to commit one or more acts of Misuse under the Acceptable Use Policy and notify the appropriate law enforcement agencies thereof. You will fully cooperate with us, and any law enforcement agencies we specify, to resolve any Misuse.

(c) If you provide any ideas for suggested improvements or other feedback about any Services ("Suggestions") to us, we may use, disclose or otherwise exploit the Suggestions without restriction. For avoidance of doubt, we will own all right, title and interest in Suggestions.

3. Payment and Taxes. Usage fees will be based upon your use of the Service Offerings. You will pay the required usage fees plus any applicable sales or use taxes or other charges to the cloud or similar environment provider through which you ordered your subscription to the Service Offering ("Cloud Provider"), such as Amazon Web Services, Inc. The amounts payable to the Cloud Provider is exclusive of any sales or use or other taxes or governmental charges. If you are required to pay any taxes based on any Service Offering subscriptions, you will pay such taxes with no reduction or offset in the amounts payable to the Cloud Provider. We will notify you (or publish a notice within the Services) of new or additional fees for a Service Offering or changes to the fees for a Service Offering no less than thirty (30) days before the fee changes take effect.

4. Non-Production Use Services. If you obtain a subscription to a Service Offering (or a component thereof) designated by us as "non-production," "test," "trial," "non-commercial," "lab," or "development" ("Non-Production Services"), notwithstanding any other terms to the contrary, you may use the Non-Production Services to conduct testing and development in your non-production environment only. Your use of Non-Production Services may be subject to additional terms and conditions set forth

in Offering Specific Terms or Policies. Unless specified in such Offering Specific Terms or Policies applicable to such Non-Production Services, you may not use Non-Production Use Services in a way that involves Personal Data in Your Content or in a way that would pose risk to you if the relevant Non-Production Services failed in any respect, and the Data Privacy Addendum (defined below) does not apply to such Preview Services.

5. Preview Services. If you obtain a subscription to a Service Offering (or a component thereof) designated by us as “Preview”, “Beta”, or “Evaluation Services” (“Preview Services”), notwithstanding any other terms to the contrary, you may use such Preview Services only for your internal demonstration, test, or evaluation purposes and not in a production environment. NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THE AGREEMENT, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, FOR PREVIEW SERVICES AND THEY ARE PROVIDED ON AN “AS IS” BASIS. PREVIEW SERVICES HAVE A NON-PERPETUAL TIME LIMITED SUBSCRIPTION TERM AND WE MAY “TIME-OUT” AND DISABLE THE PREVIEW SERVICES OR OTHERWISE DISCONTINUE YOUR ACCESS AND USE OF THE PREVIEW SERVICES AT ANY TIME WITHOUT PRIOR NOTICE. You will not attempt to defeat or circumvent any duration mechanism for Preview Services and will not use any Preview Services beyond the prescribed Subscription Term. Your use of Preview Services may be subject to additional terms and conditions set forth in Offering Specific Terms or Policies. Unless specified in such Offering Specific Terms or Policies applicable to such Preview Services, you may not use Preview Services in a way that involves Personal Data in Your Content or in a way that would pose risk to you if the relevant Preview Services failed in any respect, and the Data Privacy Addendum (defined below) does not apply to such Preview Services.

6. Warranties.

(a) We hereby warrant that we will provide the Service Offerings in a manner that substantially conforms to the Documentation for the applicable Service Offerings. This warranty shall not extend to problems that result from: (i) Misuse of the Services or other use of the Services in violation of the Agreement or not in accordance with the Documentation; (ii) a Force Majeure Event (as defined below); or (iii) failures caused by your software or other software, hardware, services, or products not provided hereunder. For any Service Offerings not in conformance with this Section 6(a), we will correct the non-conformity or, if we fail to correct the non-conformity within thirty (30) days after your written notice, you may terminate the affected Service Offerings. The foregoing states your exclusive remedy, and our sole liability arising in connection with the limited warranties herein.

(b) You hereby warrant, represent and covenant that: (i) Your Content and your use of the Services (including but not limited to use of Your Content in the Services) will not violate any applicable legal requirements or infringe the rights of any individual or third party; and (ii) you will not use the Services in a manner constituting Misuse or otherwise in breach of the Agreement. Furthermore, you hereby warrant, represent and covenant that you will maintain and promptly update your Account Information to keep it accurate, current and complete and will maintain the security of your username(s) and password(s). You will promptly notify us if you discover or otherwise suspect any unauthorized access to your Account or the Services, including any unauthorized use or disclosure of Your Content. You represent that the individuals and Your Affiliates using the Services under your Account act with full authority of the Account owner. In addition, you hereby represent and warrant that you are not on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders.

7. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES AS MAY BE EXPRESSLY STATED IN THE AGREEMENT, AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LEGAL REQUIREMENTS, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED, OR WAIVED, (A) THE SERVICES ARE PROVIDED “AS IS,” AND POSSIBLY WITH FAULTS; (B) WE AND OUR LICENSORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES, AND DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (1) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR QUIET ENJOYMENT, (2) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (3) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, AND (4) THAT ANY CONTENT (INCLUDING YOUR CONTENT) WILL BE SECURE OR NOT LOST OR ALTERED; AND (C) WE MAKE NO WARRANTY ABOUT THE COMPLETENESS OR ACCURACY OF YOUR CONTENT OR OF INFORMATION OR RESULTS OBTAINED OR DERIVED FROM THE SERVICES. YOU AGREE THAT YOU ARE NOT RELYING ON DELIVERY OF FUTURE FUNCTIONALITY, PUBLIC COMMENTS OR ADVERTISING OF OUR SERVICE OR OUR SERVICE ROADMAPS IN OBTAINING THE SERVICES.

8. LIMITATION OF LIABILITY. WE WILL NOT HAVE ANY 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, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF REVENUE, LOSS OF BUSINESS, OR OTHER FINANCIAL LOSS ARISING IN CONNECTION WITH THE SERVICE OFFERINGS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY UNDER THE AGREEMENT WILL NOT EXCEED THE AMOUNT YOU HAVE ACTUALLY PAID US FOR THE SERVICE OFFERING THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS CONTAINED IN THIS SECTION WILL APPLY NOTWITHSTANDING ANY FAILURE OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER ANY TERM OF THE AGREEMENT.

9. Indemnification. You and Your Affiliates (the “Indemnifying Party”) will defend, indemnify, and hold harmless F5, its affiliates and subcontractors, and their respective officers, directors and employees (each, an “Indemnified Party”) from any claim brought against such Indemnified Parties by a third party arising out of or alleging (a) breach by you of the Agreement, (b) Your Content, or (c) your gross negligence or willful misconduct. The Indemnifying Party agrees to pay all costs and damages finally awarded against the Indemnified Party or agreed in settlement by the Indemnifying Party directly attributable to any such claim and will bear all reasonable costs of the investigation and defense of the claim. The Indemnified Party will have the right to participate in the defense with counsel of its own choosing.

10. Your Content and Personal Data.

(a) You are (or you are acting with full authority on behalf of) the “Controller” of any “Personal Data” in Your Content, as such terms are defined in the General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”), regardless of whether the GDPR applies to such Personal Data. You shall comply with all legal requirements applicable to the Services and Your Content.

(b) You agree that you shall (i) not disclose any Personal Data or other information to us, if such disclosure would violate any applicable legal requirement; (ii) not request us to use, disclose or otherwise process Personal Data or other information in any manner that would violate any applicable legal requirement; (iii) disclose to us only the minimum amount of Personal Data reasonably necessary for us to perform the Services under the Agreement; and (iv) where practicable and commercially reasonable, de-identify any such Personal Data before making it available to us.

(c) We will process Personal Data in Your Content as described in the Data Privacy Addendum for F5 Cloud Services (“Data Privacy Addendum”) at <http://Portal.Cloudservices.F5.com/Legal/Policies/DataPrivacyAddendum> (and any successor location(s) designated by us). We may use other Personal Data (such as information about a particular individual’s use of the Services, provided that such information does not include Your Content) for any lawful purpose, subject to compliance with Section 11 (Confidentiality) below.

(d) To the maximum extent legally permitted, there are no third-party beneficiaries under the Agreement.

11. Confidential Information.

(a) You and F5 agree that the business, technical, financial and other information, including without limitation, all software, source code, inventions, algorithms, techniques, methodologies, schematics, know-how, analyses, trade secrets, technical data, strategic planning, marketing data, databases, drawings, models, performance information and ideas and the terms and conditions of the Agreement, that is either designated in writing as confidential, or by the nature of the circumstances a reasonable person would treat as confidential, shall be the confidential property of the disclosing party and its licensors and suppliers (“Confidential Information”). Confidential Information does not include information that (i) is previously rightfully known to the receiving party without restriction on disclosure, (ii) is or becomes known to the general public, through no act or omission on the part of the receiving party, (iii) is disclosed to the receiving party by a third party without breach of any separate nondisclosure obligation, or (iv) is independently developed by the receiving party without resort to the Confidential Information of the disclosing party.

(b) The receiving party will hold in confidence, using reasonable measures to protect, and not use any Confidential Information except in connection with its obligations and rights under the Agreement and shall not disclose the Confidential Information to any third party except to its employees, consultants, independent contractors, and agents who have a need to know in connection with the Agreement and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

(c) Upon the disclosing party's request, all of the Confidential Information (including any copies) will be returned to the disclosing party, and the receiving party will make no further use of such Confidential Information; provided, however that the receiving party will not be obligated to delete electronic Confidential Information stored in any disaster recovery or back-up/archival storage in accordance with its policies, provided that any such retained Confidential Information will continue to be subject to the terms of this Section 11.

(d) If required by an applicable legal requirement, the receiving party may disclose Confidential Information of the disclosing party but will give adequate prior notice of such disclosure to the disclosing party (unless prohibited by applicable legal requirement) to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor.

(e) Money damages may not be an adequate remedy if this Section 11 is breached by you and, therefore, we shall, in addition to any other legal or equitable remedies, be entitled to seek an injunction or other equitable relief against such breach or threatened breach without the necessity of posting any bond or surety.

## 12. Term; Termination.

(a) Term. The rights granted in Section 1 (Use of Service Offerings) above are effective until cancelled or terminated. Absent your commitment to a fixed Subscription Term under Offering-Specific Terms or as otherwise set forth in the Agreement, you or F5 may terminate your Account and/or the Agreement at any time upon written notice to the other or at such other time as specified in the written notice.

(b) Effect of Termination. Upon termination of the Agreement, the rights granted to you under the Agreement will terminate and F5 may terminate your access to and use of the Services immediately. Termination of any Offering-Specific Terms will terminate your right of access to and use of the Service Offering(s) to which those Offering-Specific Terms apply, but the remaining terms in the Agreement will continue to apply. Following termination of any Offering-Specific Terms, F5 may destroy Your Content and your other Confidential Information that is in its possession or control that relate to the Service Offering(s) that are terminated. Any terms by which their nature impose an obligation after termination will survive termination or expiration of these Subscription Terms or any individual Offering-Specific Terms, including but not limited to confidentiality, disclaimer of warranties, limitation of liabilities, indemnification, and governing law.

(c) Termination and Suspension. We may terminate or temporarily suspend your Account or access to the Services entirely (or one or more Service Offerings) in the event that (i) you have not paid the applicable fees for the Services and are in payment default under the Agreement; (ii) you are in breach of any of the terms of the Agreement (including, but not limited to, any Offering-Specific Terms, the Acceptable Use Policy or any other Policy); (iii) you are in breach of your agreement with your Cloud Provider, if applicable; or (iv) without limitation to our rights and remedies in Section 2(b) above, if we believe that your use of the Services may pose a risk to us, the Services or third parties.

13. Support. Support of the Service Offerings is not provided unless purchased separately or as otherwise expressly stated in the Offering-Specific Terms.

14. Dispute Resolution. The Agreement will be subject to and interpreted in accordance with the laws of the State of Washington. The provisions of the U.N. Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act, in whatever form adopted, will not apply and F5 and you agree to specifically opt out of the application of such laws. In the event of any dispute arising out of or relating to the Agreement, F5 and you will seek to settle the dispute via direct discussions. If a dispute cannot be settled through direct discussions, F5 and you will first attempt to settle the dispute via voluntary non-binding mediation before resorting to arbitration. A mediator will be selected by your and our voluntary mutual agreement, or in the event F5 and you cannot agree on a mediator, a mediator will be selected in accordance with the rules of JAMS. The mediation will be held in Seattle, Washington. Each of F5 and you will bear its own costs and expenses and an equal share of the administrative and other fees associated with the mediation. Any dispute that remains unresolved following mediation will be exclusively settled by arbitration administered by JAMS in accordance with its Comprehensive Arbitration Rules. The exclusive place of arbitration for any dispute hereunder will be Seattle, Washington. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) will award to the prevailing party, if any, as determined by the arbitrator(s), all of its costs and fees. "Costs and fees" mean all reasonable pre-

award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. In rendering the award, the arbitrator(s) shall determine the rights and obligations of the parties according to the substantive and procedural laws of the State of Washington. The foregoing alternative dispute resolution provisions will not apply to claims or actions related to the infringement, misappropriation or violation of our intellectual property rights or those of our third-party licensors or suppliers and such actions may be brought in any court of competent jurisdiction. Any provisions found to be unenforceable will not affect the enforceability of the other provisions contained in the Agreement but will instead be replaced with a provision as similar in meaning to the original as possible. F5 and you each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, F5 and you each waive any right to a jury trial. Notwithstanding any other provision in the Agreement, any modifications to this Section: (a) will, with respect to subscriptions that are in effect at the time the modifications are posted, not take effect before 30 days have passed from the date the modifications are posted and (b) will apply only to claims that accrue on or after such 30<sup>th</sup> day.

15. Entire Agreement. The Agreement constitutes the entire agreement between you and F5 with regard to the Services. Any terms or conditions that are preprinted in other non-F5 forms or that are included in an order acknowledgement from you or otherwise by or on behalf of you with orders for Service Offerings are null, void, and of no effect, even if we accept or do not otherwise reject such other forms. Except as stated in this Section, we will not be bound by, and specifically object to, any provision that is different from or in addition to the provisions of the Agreement (whether proffered in any purchase order, acceptance, confirmation, correspondence, or otherwise), unless such provision is specifically agreed to by us in a writing signed or executed by us. We may modify the Agreement (including any incorporated Offering-Specific Terms or Policies) at any time by posting a revised version to your Account or by otherwise posting the revised terms on the Portal or by providing you with such other notice in accordance with the Agreement. The modified terms will become effective upon posting or at a later date if we specify such posting or in such notice. By continuing to use the Services after the effective date of any modifications to the Agreement, or by refraining from such use but not notifying us of termination of the Agreement within 10 days of such effective date, you agree to be bound by the modified terms. It is your responsibility to check the Portal regularly for modifications to the Agreement.

16. Notice to U.S. Government End Users. The Services and Documentation qualify as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting 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 contractual clause to the contrary in these Subscription Terms, government end user will acquire the Service Offering(s) and Documentation with only those rights set forth in these Subscription Terms. Use of either the Service Offering(s) or Documentation or both constitutes agreement by the government that the Service Offering(s) and Documentation are "commercial computer software" and "commercial computer software documentation" and constitutes acceptance of the rights and restrictions herein. We provide any Service Offering, including related software and technology, that may be delivered to a federal government end user, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as specified in these Subscription Terms. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Services) and, for Department of Defense transactions, DFAR 252.227- 7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Services or Computer Services Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

17. Export Control; Government Restricted Rights. The Services are subject to export control legal requirements of various countries, including the laws of the United States. You will not submit the Services to any government agency for licensing consideration or other regulatory approval and will not access the Services in countries if prohibited by export related legal requirements.

18. Notice.

(a) To You. We will provide any notice to you under the Agreement by: (i) posting a notice on or sending a notification through the Portal or by sending a message to the email address then associated with your Account; or (ii) for notices under Section 12 (Term; Termination) above, by sending a message to the email address then associated with your Account. Any

notices provided by posting on or notifying through the Portal will be effective upon posting and notices provided by email will be effective when we send the email.

(b) To Us. To give us notice under the Agreement, you must contact us by personal delivery, overnight courier or registered or certified mail to the following address (as applicable):

Notice Address until June 30, 2019:	Notice Address after June 30, 2019:
F5 Networks, Inc. Attn: Legal Department 401 Elliott Avenue West Seattle, WA 98119 USA	F5 Networks, Inc. Attn: Legal Department 801 Fifth Avenue Seattle, WA 98104 USA

We may update the address for notices to us by posting a notice on the Portal. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

19. Force Majeure. If either party is unable to perform any of its obligations under the Agreement or such performance is delayed, other than payment obligations, due to any cause or event beyond the reasonable control of such party (a "Force Majeure Event"), then such party shall be excused for such delay or non-performance, as applicable, of those obligations for as long as such Force Majeure Event continues.

20. Assignment. You may not assign the Agreement in whole or in part, without our prior written consent. We may assign the Agreement or any of our rights and obligations under it at any time. Any attempted assignment or transfer in violation of this Section will be void and without effect. Subject to the foregoing, the Agreement will be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns. We may subcontract to third parties (including but not limited to our affiliates) parts of the Services, including but not limited to services related to management and hosting of the Services. We are responsible for breaches of the Agreement caused by our subcontractors.

21. Severability. Any provisions found to be invalid or unenforceable will not affect the validity or enforceability of the other provisions contained herein but will instead be replaced with a provision as similar to the original as possible and the remainder of the Agreement shall remain valid and enforceable according to its terms.

22. No Waiver. Failure of either F5 or you to insist upon strict performance of any of the terms and conditions of the Agreement will not preclude enforcement of such provisions or the exercise of any right. No waiver of a breach of the Agreement will be valid unless in writing. Waiver by either F5 or you in the exercise of any of its remedies shall not constitute a subsequent waiver of such terms and conditions or a waiver of any default or remedy.

23. Relationship of the Parties. F5 and you are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between F5 and you. You will not, and will have no power to, bind F5 or incur obligations on our behalf.

24. Interpretation. The Agreement will not be construed in favor of or against F5 or you by reason of the extent to which F5 or you participated in the preparation of the Agreement. The section and subsection headings used in the Agreement are for reference and convenience only and shall not affect in any way the meaning or interpretation of the Agreement.

[end]