

F5 PROGRAM TERMS

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These F5 Program Terms (“**Program Terms**”) supplement the terms of the F5 End User License Agreement (“**EULA**”) and End User Services Agreement (“**EUSA**”) available at f5.com/about-us/policies. Unless otherwise indicated, capitalized terms used in each section are used as defined in such section. Capitalized terms not defined within a section have the meaning given to them in the EULA or EUSA, as applicable.

Program Terms:

- I. **F5 Term Subscriptions**
- II. **F5 Flex Consumption Program Terms**
- III. **Direct Sale Terms**
- IV. **Additional Terms**

I. F5 TERM SUBSCRIPTIONS

The MyF5 Subscription Terms contained in this Section I (these “**Subscription Terms**”), together with the EULA or EUSA, as applicable, apply to your subscription for Software and F5 Services that you enter into through F5’s MyF5 subscription portal (the “**Subscription**”). In the event of a conflict between these Subscription Terms and the EULA, these Subscription Terms will govern, but only to the extent of such conflict. Capitalized terms used in this Section I and not otherwise defined will have the meaning(s) set forth in the EULA. These Subscription Terms are effective as of the earlier of (1) you clicking “Accept” or “Agree”; (2) you accessing, installing, or operating the Software, or (3) you submitting a purchase order or other form of order confirmation for any Software made available under your Subscription (“**Subscription Terms Effective Date**”). In addition to the EULA, your Subscription is subject to the following:

1. Ordering and Keys. Unless we otherwise agree in writing, you will order all Software Instances from a reseller authorized by F5 to sell F5 and Nginx software (a “**Reseller**”) in accordance with these Subscription Terms. You will initiate purchases of any additional Software Instances (“**Additional Purchases**”) by contacting your F5 sales representative. You will submit a Purchase Order for all Additional Purchases to your Reseller. You will receive your License Keys from us following your submission of the Initial Order or Additional Purchases, as applicable. You may request a list of Resellers from us. Nothing contained in any agreement between you and your Reseller will modify, negate or otherwise have any effect on these Subscription Terms or the EULA.
2. Term. Unless a later date is specified in your order confirmation, your Subscription begins on the date that you receive any license keys, certificate, private key or other method of authentication for your Initial Order (“**Subscription Start Date**”) and continues for the period agreed to in your Initial Order (“**Term**”). Subscriptions purchased in an Initial Order will run for the Term, and terms of Additional Purchases will run from the date of purchase of each applicable Software Instance to the end of the Term.
3. Support Services. Premium technical support for F5 branded Software and support services for Nginx branded Software during the Term is included in the applicable fees for each Software Instance on F5’s standard support terms. Expedited support beyond Premium technical support for F5 branded Software may be available for purchase for an additional fee.
4. Hardware Specific Terms. The terms in this section will apply only if your Quote indicates that you may subscribe to Software Modules for use on F5 hardware (“**Hardware**”). Subscriptions for Software Modules are for a minimum 3-year term, provided that the license for such Software Modules may be ported for use as a BIG-IP virtual edition (“**VE**”). In the event that you opt to port a license for a Software Module to a VE, you will Retire the Software Module from your Hardware prior to Deploying the license as a VE (i.e., you may not use both concurrently). For subsequent Hardware acquisitions in conjunction with your Subscription, your license to the Software Modules used on such Hardware will co-terminate with the Term. For clarity, unless expressly permitted by us under separate terms (e.g., a separate subscription allowing feature enablement on Hardware purchased in conjunction with this Subscription) Hardware acquired during the Term may only be used with Software Modules licensed in conjunction with your Subscription and in accordance with these Subscription Terms, and may in no case be used beyond the expiration or earlier termination of the Subscription Term. All Hardware acquisitions for use in conjunction with your Subscription are subject to the F5 Advanced RMA (A-RMA) services. You may also upgrade to Expedited RMA (E-RMA) and apply it to specific Hardware that you acquire at any time during the Term, provided that E-RMA upgrades are not transferable between Hardware devices. F5 will not reimburse any E-RMA upgrade fees related to Hardware acquisitions if you discontinue use of any Hardware prior to the end of the Subscription Term.

5. **Term & Termination.** These Subscription Terms will be effective from the Subscription Terms Effective Date until the expiration or termination of the Term unless earlier terminated in accordance with this Section. The parties' rights and obligations that by their nature are intended to survive termination, and those clauses that specifically so indicate, will survive termination of these Subscription Terms. In addition, either party may terminate a Term upon notice if the other party voluntarily files for bankruptcy, is the subject of involuntary bankruptcy proceedings that are not dismissed within 60 days, ceases to do business, or otherwise terminates its business operations. Unless you have either renewed your current Subscription entered into a new subscription, upon expiration or termination of the Term, you will pay us or your Reseller all fees incurred through the date of the termination, promptly destroy all Software (including all Software Instances), license keys, documentation and any other Documentation in your possession or control and, upon our request, provide us with a written statement from an individual in your organization who is authorized to certify to such destruction.

6. **Definitions.**

- a. **"Deployment"** or **"Deploy"** means (a) the creation of a Software Instance of BIG-IP Virtual Edition or installation and activation of an Nginx branded Product (with the exception of Products where pricing is determined by number of Deployed Workloads); (b) the purchase or acquisition of Hardware in conjunction with this Subscription on which a Software Module is to be used; (c) allocation of a Workload; or (d) activation of any other Software available to you under this Subscription.
- b. **"Initial Order"** means the first accepted Purchase Order of the Software Instances covered by the Subscription Terms.
- c. **"List Price"** means F5's then-current list price for a particular Software Instance in a specified region of sale. We may, in our sole discretion, set our List Prices independently.
- d. **"Purchase Order"** means any written or electronic order you issue for the purchase of any Subscription Offering under these Subscription Terms and under the EULA.
- e. **"Retire"** means to remove a Software Instance or Hardware unit from Deployment.
- f. **"Software Instance"** means each separate copy of a Software program or Workload Deployed by you under your Subscription, but not including Software as acquired through a public marketplace program under which licenses are sold or rented to end users on a marketplace operator's public cloud platform where the marketplace operator receives a percentage of the revenue received from end users.
- g. **"Software Module"** means Software provided solely for use on Hardware acquired in conjunction with this Subscription.
- h. **"Workload"** means an individual application or container Deployed as part of a control and/or management plane Product, as indicated by the combination of (i) physical location and (ii) IP address or instance ID, or as "Workload" may otherwise be defined or further clarified in the applicable product documentation.

II. F5 FLEX CONSUMPTION PROGRAM TERMS

The terms contained in this Section II ("**FCP Terms**"), together with the EULA or EUSA, as applicable, apply in the event that you have entered into a multi-year subscription under F5's Flex Consumption Program (an "**FCP Subscription**"). Additional definitions used in these FCP Terms are provided in Section 7 below. These FCP Terms are effective as of the earlier of (1) you clicking "Accept" or "Agree"; (2) you accessing, installing, or operating the Software or F5 Services, or (3) you submitting a purchase order or other form of order confirmation for any Software or F5 Services made available under your FCP Subscription ("**Effective Date**").

1. **Subscription.** Unless otherwise indicated on your F5 Flex Consumption Program quote ("**Quote**"), your FCP Subscription is for a period of thirty-six (36) months ("**Subscription Term**") beginning on the Subscription Start Date. During the Subscription Term, you may acquire certain F5 hardware products ("**Hardware**"), use certain software as a service products ("**F5 Services**"), and license certain software products ("**Software**," and collectively with Hardware and F5 Services, "**Products**"). Your Initial Commitments (at List Price) for Software and F5 Services are as indicated on your Quote. You will submit a purchase order to your chosen F5 authorized reseller ("**Reseller**") for an amount representing the Initial Commitment(s) for each Annual Term of your Subscription Term (the "**Initial Order**"). Unless otherwise indicated on your Quote, we will invoice against such purchase order for amounts due for each Annual Term on the Subscription Start Date and each anniversary thereof during your Subscription (less any discount agreed between you and your Reseller). A separate Annual Billing Quote will be issued and invoiced for Annual Software Growth or Annual Services Growth, as indicated on the applicable Schedule. Notwithstanding our agreement to use commercially reasonable efforts to enable your Reseller to provide the recommended minimum discounts available to you, you and your Reseller will independently negotiate your actual pricing and other supply terms. The name and email address of your primary point of contact for all aspects of the relationship between F5 and you under this Subscription will be provided on your purchase order ("**Account Administrator**"). The Account Administrator may be replaced at any time by providing us with written notice. Where permitted by law, we will use commercially reasonable efforts to enable your Reseller to provide you with a recommended minimum discount as indicated your Quote.

a. *Subscriptions for Software.* During the Subscription Term, you may Deploy and Retire any number of Software Instances. Within 10 days of receipt of your Annual Billing Quote, you will submit a purchase order to your Reseller for an amount representing your Annual Software Commitment. At the end of the Subscription Term, if your actual usage during the final Billing Term exceeds the Annual Software Commitment for the final Annual Term, you will submit a one-time payment to your Reseller for the Annual Software Growth during the final Billing Term.

b. *Subscriptions for F5 Services.* During the Subscription Term, you may Consume or stop Consuming any F5 Services made available to you under your FCP Subscription. If your aggregate Consumption in a Billing Term is an amount less than your Annual Services Commitment, it shall not reduce your payment obligations for the Annual Services Commitment. Within 10 days of receipt of the Annual Billing Quote, you will submit a purchase order to your Reseller for your Annual Services Commitment plus an amount equal to the Annual Services Growth. At the end of the Subscription Term, you will submit a one-time payment to your Reseller equal to the Annual Services Growth during the final Annual Term.

c. *Month 12 Excess Usage.* If your actual Consumption of F5 Services for month 12 of an Annual Term of your FCP Subscription is equal to or greater than one-and-one-half (1.5) times your actual Consumption during month 11 of such Annual Term, then you will submit a purchase order for the amount corresponding to the difference between the actual Consumption for months 11 and 12 as a one-time charge within 30 days of your receipt of a quote for such amount.

2. Reporting.

a. *Reporting for Software.* Within 10 days after the end of each calendar month you will provide to us a Usage Report for each Software Product that you Deployed in the prior calendar month. You will use the applicable License Management Tool to create a Usage Report and will submit each report to us (i) electronically, using the License Management Tool's electronic report submission mechanisms to send the report either manually or automatically over the internet to API.f5.com or (ii) via email attachment to vesubscriptions@f5.com. For Products that lack a License Management Tool or any other similar means of communicating your usage to us, you will certify to us in writing the number and type of Software Instances that you Deployed in the prior calendar month. After we receive the Usage Report, we will provide you with access to a Run Rate report and Subscription Activity Report (together, the "**Subscription Report**") for the applicable month. If you do not dispute a Subscription Report within 10 days of us making it accessible to you, the Subscription Report will be considered final.

b. *Reporting for F5 Services.* At the end of the Billing Term, we will provide you with access to a report indicating the Consumption during the Billing Term and the Annual Services Growth (at List Price) for F5 Services ("**Services Growth Report**") during such Annual Term. If you do not dispute the contents of a Services Growth Report within 10 days of us making it accessible to you, the Services Growth Report is considered final.

c. *Additional Reporting Requirements.* Promptly following the Subscription Start Date, you will deploy any required license management tools. You will not alter a Usage Report, knowingly report inaccurate usage, transfer Software Instances between subscriptions, or otherwise attempt to manipulate the reporting of actual usage. If you cannot create a Usage Report for any reason, or if your Usage Report is erroneously generated, misdirected, lost, or not capable of being submitted in accordance with this section, you will contact F5 technical support for assistance and comply promptly with our instructions for creating and submitting any overdue Usage Reports. From time to time we may introduce features to the Software designed to automate reporting of your usage, and you agree to use any such reporting systems introduced by us in the future.

3. Hardware Specific Terms. The terms in this section will apply only if your Quote indicates that you may acquire F5 hardware products ("**Hardware**") in conjunction with your FCP Subscription. Software Modules provided in conjunction with the Initial Order will be represented by in your Subscription Activity Report by Software SKUs. Unless otherwise indicated on your Quote, pricing for Software SKUs includes F5 Premium technical support for the Hardware on which the corresponding Software Module is installed. For subsequent Hardware acquisitions in conjunction with your FCP Subscription, a Software SKU for each additional Software Module will be added to your Subscription Activity Report at the time the Hardware is shipped. You will notify us promptly upon the Retirement of each Software Module, and we will remove the corresponding Software SKU your subsequent Subscription Activity Report. If all Software Modules on a Hardware appliance are Retired, the Hardware will also be deemed to be Retired. Support is not provided for Retired Hardware or Retired Software Modules. Retired Hardware may not be used without a corresponding active Software SKU. For clarity, unless expressly permitted by us under separate terms (e.g., a separate subscription allowing feature enablement on Hardware purchased in conjunction with this Subscription), Hardware acquired in conjunction with this Subscription may be used only with Software Modules in accordance with these FCP Terms. Retired Hardware may be recommissioned during a Subscription Term upon your written notification to us, in which case your Subscription Activity Report for the following calendar month will include a Software SKU corresponding to the Software Modules intended for use on your recommissioned Hardware. Hardware acquired in conjunction with your FCP Subscription is eligible for F5 Advanced RMA (A-RMA) services. You may also pay additional fees to upgrade to Expedited RMA (E-RMA), provided that E-RMA upgrades are not transferable between Hardware units. E-RMA upgrade fees are not refundable if you discontinue use of or Retire any Hardware prior to the end of the Subscription Term.

4. F5 Services Amendment to Existing Subscriptions. If you are adding F5 Services to an existing multi-year subscription (ELA or otherwise, an “**Existing Subscription**”) the terms of your Existing Subscription will remain in effect regarding Software subscriptions, and the terms governing subscription to F5 Services contained in this section II. will be applied to, and run concurrently with, your Existing Subscription. If indicated on your Quote, the billing term for your Existing Subscription may be modified to align with the period set forth in paragraph II.7. below.
5. Support. During the Subscription Term, we will provide Premium technical support for F5 branded Software and support services for Nginx branded Software in accordance with F5’s then-current support policies. Different levels and types of support may be available for an additional charge, and additional support features may be included in your Software Subscription costs as permitted.
6. Term; Termination. Unless a later date is specified in your order confirmation, your FCP Subscription is effective as of the day that you are first provided with the registration keys or certificates for any Software or that you are provided access to any F5 Services (“**Subscription Start Date**”) and will expire at the end of your Subscription Term, if not terminated earlier in accordance with this section. If, at the end of your Subscription Term, you have not entered into a new subscription, we may, in our sole discretion, extend the Subscription Term for up to 30 days (“**Grace Period**”) as necessary to allow you to enter into a new subscription. If you enter into a new subscription, the Subscription Start Date for your new subscription Term will be the day following the final day of your Subscription Term. If you do not enter into a new subscription by the end of the Grace Period, you will submit payment to your Reseller for usage during the Grace Period based on the pro-rated amount of the Annual Software Commitment and Annual Services Commitment for the final Annual Term plus the Annual Software Growth and Annual Services Growth for such Annual Term, and the Subscription will terminate in accordance with this paragraph. A party may terminate this FCP Subscription for cause if the other party is in material breach and fails to cure such breach within 30 days after receipt of written notice thereof. In addition, either party may terminate a Subscription Term upon notice if the other party voluntarily files for bankruptcy, is the subject of involuntary bankruptcy proceedings that are not dismissed within 60 days, ceases to do business, or otherwise terminates its business operations. Because we utilize your actual usage, as reported by you, to determine your Annual Software Commitment, your failure to comply with these terms, including the submission of Usage Reports, is a material breach. Unless you enter into a new subscription, upon expiration or termination of the Subscription Term, you will promptly destroy all Software (including all Software Instances), license keys, documentation and any other F5 materials in your possession or control and, upon our request, provide us with a written statement from an individual in your organization who is authorized to certify such destruction.
7. Definitions.
- a. “**Annual Billing Quote**” means a billing quote setting forth your Annual Software Commitment or Annual Services Commitment payment due for an upcoming Annual Term.
 - b. “**Annual Services Commitment**” means your minimum financial commitment (at List Price) for F5 Services for each Annual Term, as indicated on your Quote. For the first Annual Term, your Annual Services Commitment is equal to the Initial Commitment for F5 Services. For each subsequent Annual Term, your Annual Services Commitment is equal to the Annual Services Commitment for the preceding Annual Term plus the Annual Services Growth measured for the preceding Annual Term.
 - c. “**Annual Services Growth**” means, for a given Annual Term, the amount corresponding to your total Consumption of F5 Services during the Billing Term plus an amount corresponding to the total Consumption during the 11th month of the Billing Term, minus the Annual Services Commitment for the Annual Term (calculated using List Price values for F5 Services). The Annual Services Growth will be paid as a one-time charge at the end of each Billing Term and will be added to the previous Annual Services Commitment to establish the Annual Services Commitment for the following Annual Term.
 - d. “**Annual Software Commitment**” means your minimum financial commitment (at List Price) for Software during an Annual Term. For the first Annual Term your Annual Software Commitment will be equal to the Initial Commitment for Software. For the second Annual Term, your Annual Software Commitment is equal to the Initial Commitment for Software plus the Annual Software Growth during the first Annual Term. For each subsequent Annual Term your Annual Software Commitment is equal to the Annual Software Commitment for the preceding Annual Term plus the Annual Software Growth for the preceding Billing Term. For BIG-IP Cloud Edition subscriptions, fees for the License Management Tool will be added to each Annual Software Commitment. Acquisitions of Hardware do not apply to the Annual Software Commitment, but the Software SKU corresponding to Software Modules for such Hardware are applied to the Annual Software Commitment calculation.
 - e. “**Annual Software Growth**” means the average of the Run Rates in the Billing Term minus the Annual Software Commitment for the Annual Term. For example, if the Annual Software Commitment is \$100k, and the Run Rates for the corresponding Billing Term are \$110k, \$120k and \$130k respectively, the Annual Growth is $(\$10k + \$20k + \$30k) / 3$, or \$20k.

- f. **“Annual Term”** means the 12-month period beginning on the Subscription Start Date and each subsequent 12-month period ending on the final day of the Subscription Term.
- g. **“Billing Term”** with respect to Software means the 9th through 11th full calendar months of an Annual Term, and with respect to F5 Services, the 1st through 11th full calendar months of an Annual Term.
- h. **“Consume”** or **“Consumption”** means the dollar amount (at List Price) equaling the total usage of any F5 Services made available under this Subscription as measured according to the Usage Metrics for each applicable F5 Service.
- i. **“Daily Total”** means, with respect to each calendar day (based on Coordinated Universal Time), the dollar amount (at List Price) calculated by adding together the Software Instance Values for each of the Software Instances in Deployment at any time on such day.
- j. **“Deployment”** or **“Deploy”** means (a) the creation of a Software Instance of BIG-IP Virtual Edition or installation and activation of an Nginx branded Product (with the exception of Products where pricing is determined by number of Deployed Workloads); (b) the purchase or acquisition of Hardware in conjunction with this Subscription on which a Software Module is to be used; (c) allocation of a Workload; or (d) activation of any other Software available to you under this FCP Subscription.
- k. **“Initial Commitment”** means your financial commitment (at List Price) for Software or F5 Services (as applicable) during the first Annual Term.
- l. **“License Management Tool”** means the Software Instance management functionality used to license and report on your Software Instances which may be used only to provide us with your Usage Report.
- m. **“List Price”** means the then-current F5 list price for the region of sale.
- n. **“Retire”** means to remove a Software Instance or Hardware unit from Deployment.
- o. **“Run Rate”** means, with respect to each month, the dollar amount calculated by dividing (i) the aggregate of Daily Totals for the days in such month by (ii) the number of days in such month. In the event that the Run Rate for a given month during a Billing Term is less than the Initial Commitment, the Run Rate for such month will be equal to the Initial Commitment (i.e., the Run Rate can never be less than the Initial Commitment).
- p. **“Software Instance”** means each separate copy of a Software program or Workload Deployed by you under this FCP Subscription.
- q. **“Software Instance Value”** means the value for each Software Instance as set forth on your Quote.
- r. **“Software Module”** means Software provided solely for use on Hardware acquired in conjunction with this Subscription.
- s. **“Software SKU”** means the value (at List Price) attributed to a Software Module.
- t. **“Subscription Activity Report”** means the report for a calendar month generated by F5 based on the applicable Usage Report(s), and sets forth the additional Software Instances Deployed by you during such calendar month.
- u. **“Usage Metrics”** means any user, account, device, or other product-specific licensed capacity or usage metrics for the applicable F5 Services.
- v. **“Usage Report”** means a report of the Software Deployed by you and/or the F5 Services Consumed by you in the applicable calendar month.
- w. **“Workload”** means an individual application or container Deployed as part of a control and/or management plane Product, as indicated by the combination of (i) physical location and (ii) IP address or instance ID, or as “Workload” may otherwise be defined or further clarified in the applicable product documentation.

III. Direct Sale Terms

The following terms will apply in the event you are permitted to make purchases directly from F5.

1. If you are permitted to purchase Software directly from us, we will send you an invoice and the payment terms in this paragraph will apply to your payment to us. For purchases directly from us, payment terms will be net 30 days from date of invoice, and all payments will be made in US dollars. We may accept payment in any amount without prejudice to our 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.
2. If you are purchasing directly from us and fail to make any payment when due and fail to cure any non-payment within 30 days of notice from us, we may, at our option, suspend Software access until the past-due payment is made, or terminate your subscription for material breach. In addition, overdue payments may be charged interest at the lesser of 1.5% per month or the maximum interest allowed by law. If we are required to retain a collection agency or attorney to collect overdue payment, all reasonable collection costs, including attorney fees, will be payable by you.

3. You will be responsible for payment of any sales tax, value added tax, or similar tax arising from the purchase of the Products and Services as applicable, excluding taxes on our net income. If any applicable law requires you to withhold amounts from any payments to us under any agreement, (a) you will effect the withholding, remit any required amounts to the appropriate taxing authorities and promptly furnish us with tax receipts as evidence of payment and (b) the sum payable by you upon which the deduction or withholding is based will be increased to the extent necessary to ensure that, after the deduction or withholding, we receive and retain, free from liability for deduction or withholding, a net amount equal to the amount we would have received and retained absent the required deduction or withholding.

IV. Additional Terms

We may make changes to these Program Terms from time to time, provided that such changes that do not materially reduce your rights hereunder. We will notify you of any material changes to these Program Terms either by email or through the MyF5 portal. The modified terms will become effective upon notification. By continuing to access and use any licensed Software after the date of notification, you agree to be bound by the modified terms. It is your responsibility to check MyF5 regularly for modifications to these Program Terms.