END USER SOFTWARE LICENSE

IMPORTANT – READ BEFORE INSTALLING OR OPERATING THIS PRODUCT

LICENSEE AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

- 1. <u>Scope</u>. This License applies to the software product ("Software") you have licensed from F5 Networks, Inc. ("F5"). Certain Software is licensed for use in conjunction with F5 hardware which together with the Software will be referenced as the "Product." This License is a legal agreement between F5 and the single entity ("Licensee") that has acquired the Software from F5 under these terms and conditions. The Software incorporates certain third party software programs subject to the terms and restrictions of the applicable licenses identified herein.
- 2. <u>License Grant</u>. Subject to the terms of this License, F5 grants to Licensee a perpetual, non-exclusive, non-transferable license to use the Software for which Licensee has paid the required license fees in object code form for Licensee's internal business purposes. Other than as specifically described herein, no right or license is granted to any of F5's trademarks, patents, copyrights, or other intellectual property rights and F5 retains all rights not granted herein. The Software incorporates certain third party software, which is used subject to licenses from the respective owners. The third party software is identified in the Software release notes for the Software version available at http://askf5.com. The protections given to F5 under this License also apply to the suppliers of this third party software.

3. Restrictions.

- The Software, documentation and the associated copyrights and other intellectual property rights are owned by F5 or its licensors and are protected by law and international treaties. Licensee may not copy or translate the documentation provided with the Software or available online at http://askf5.com ("Documentation") without F5's prior, written consent. Licensee may install, use, access, display and run the Software only in the manner in which it has been licensed as indicated herein and in the applicable purchase order, quote or the license file for such Product or Software, including but not limited to any restrictions on number of protected applications, number or type of licensed devices, number of authorized copies or instances, number of users, bandwidth, non-production use or database restrictions. Licensee agrees that it will not defeat, circumvent or disable any copy protection mechanism or mechanism in the Software used to limit license duration or access to non-licensed functionality or capacity, and that any such attempt will be a material breach of this Agreement. F5 reserves the right to require Licensee to audit Licensee's use of the Software or authorize F5 or others. but only if explicitly agreed to by the Licensee, to conduct such an audit on its behalf and to disable any application or functionality that has not been specifically licensed, in addition to any other rights and remedies available to F5.
- (b) For Software provided in stand-alone form (not embedded in an F5 hardware Product), Licensee may only install and use the Software in object code form on the server(s) for which Licensee has a valid license key issued to it by F5 or its authorized sub-licensor and only for the duration of the validity of such license key. The use of any hardware or software to pool resources or reduce the number of devices that directly access or use the Software (sometimes referred to as 'virtualization') will not reduce the number of license keys required. Licensee must have a separate license key for each instance of the Software, and each license key is

limited to a single Media Access Control (MAC) address and Licensee agrees that it will not attempt to circumvent the license key restrictions or to have others do so on its behalf.

- (c) Certain portions of the Software include third party software modules as identified in the applicable Software release notes, including but not limited to, MySQL licensed from MySQL AB and JavaTM licensed from Sun Microsystems, and are subject to additional limitations imposed by those third parties ("Restricted Third Party Software"). Certain portions of the Software may also include geographical or other data ("Data"). Licensee agrees that it will only use such Restricted Third Party Software or Data in conjunction with the Product and not as standalone software. Licensee will not (i) copy the Restricted Third Party Software or Data onto any public or distributed network; (ii) use the Restricted Third Party Software or Data separately to operate in or as a time-sharing, outsourcing, service bureau, application service provider or managed service provider environment; (iii) use the Restricted Third Party Software or Data as a general server, as a standalone application or with applications other than the Software under this license; (iv) change any proprietary rights notices which appear in the Restricted Third Party Software or Data; or (v) modify the Restricted Third Party Software or Data.
- (d) Licensee may not copy (except to make one archival copy for backup and disaster recover purposes), modify, sell, sub-license, rent or transfer the Software, Data or any associated Documentation to any third party. Licensee may not disassemble, reverse compile or reverse engineer the Software or any Data incorporated in the Software or encourage others to do so except as required by law for interoperability purposes, and then only after Licensee has given Supplier an opportunity to provide information or software necessary to resolve such interoperability issues.
- Export Control. F5's standard Product incorporates cryptographic software. Licensee agrees to comply with the Export Administration Act, the Export Control Act, all regulations promulgated under such Acts, and all other US government regulations relating to the export of technical data and equipment and products produced therefrom which are applicable to Licensee. In countries other than the US, Licensee agrees to comply with the local regulations regarding importing, exporting or using cryptographic software. Licensee agrees it will not export or re-export the Software to any country, person, or entity subject to U.S. export restrictions. Specifically, Licensee agrees not to export or re-export the Software: (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, or to any national of any such country, wherever located, who intends to transmit or transport the Software back to such country; (ii) to any person or entity who Licensee knows or has reason to know will utilize the Software or portion thereof in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government, including but not limited to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By installing or using the Software, Licensee represents and warrants that it is not located in, under control of, or a national or resident of any such country or on any such list.
- 5. <u>Limited Warranty</u>. F5 warrants that for a period of 90 days from the date of shipment: (i) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (ii) the Software substantially conforms to its published specifications. Except for the foregoing, the Software is provided AS IS. In no event does F5 warrant that the Software is error free, that it will operate with any software or hardware other than that provided by F5 or specified in the documentation, or that the Software will satisfy Licensee's own specific requirements.

- (a) Remedy. Licensee's exclusive remedy under this limited warranty is that F5, at F5's option, will repair or replace any Software that fails during the warranty period at no cost to Licensee. 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.
- (b) Restrictions. The foregoing limited warranties extend only to the original Licensee, and do not apply if the Software (i) has been altered, except by F5 or an F5-designated representative or in accordance with F5 instructions, (ii) has not been installed, operated, repaired, or maintained in accordance with F5's instructions, (iii) has been subjected to abnormal physical or electrical stress, misuse, negligence or accident or (iv) has been operated outside of the environmental specifications for the Software. F5's limited software warranty does not apply to software corrections or upgrades.
- 6. <u>Notice to U.S. Government End Users</u>. The Software 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 any agreement into which this End User License Agreement may be incorporated, Licensee may provide to Government end user or, if this Agreement is direct, Government end user will acquire, the Software and Documentation with only those rights set forth in this End User License Agreement. Use of either the Software or Documentation or both constitutes agreement by the Government that the Software and Documentation are "commercial computer software" and "commercial computer software documentation" and constitutes acceptance of the rights and restrictions herein.
- DISCLAIMER; LIMITATION OF REMEDY. EXCEPT FOR THE WARRANTIES SPECIFICALLY DESCRIBED HEREIN, F5 AND ITS THIRD PARTY LICENSORS DISCLAIM ANY AND ALL WARRANTIES AND GUARANTEES, EXPRESS, IMPLIED OR OTHERWISE, ARISING, WITH RESPECT TO THE SOFTWARE, DATA, SPECIFICATIONS, OR DOCUMENTATION DELIVERED HEREUNDER, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, WARRANTY OF NON-INFRINGEMENT OR TITLE AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. F5 MAKES NO WARRANTY CONCERNING THE COMPLETENESS OR ACCURACY OF THE DATA OR INFORMATION OBTAINED OR DERIVED THROUGH THE USE OF THE DATA INCLUDED IN THE SOFTWARE AND THE DATA IS PROVIDED "AS IS". F5 HAS NOT AUTHORIZED ANYONE TO MAKE ANY REPRESENTATIONS OR WARRANTIES OTHER THAN AS PROVIDED ABOVE OR TO OTHERWISE MODIFY THE TERMS OF THIS LICENSE. THE COLLECTIVE LIABILITY OF F5 AND ITS THIRD PARTY LICENSORS UNDER THIS LICENSE WILL BE LIMITED TO THE PRICE THE LICENSEE AWARDED (including reasonable procurement costs) FOR THE PRODUCT. F5 AND ITS THIRD PARTY LICENSORS WILL NOT HAVE ANY OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY) OR OTHERWISE FOR ANY 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 OUT OF OR IN

CONNECTION WITH THE SOFTWARE OR OTHER GOODS OR SERVICES FURNISHED TO LICENSEE BY F5, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS CONTAINED IN THIS SECTION WILL APPLY NOTWITHSTANDING ANY FAILURE OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER ANY TERM OF THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN THOSE JURISDICTIONS, SUCH INAPPLICABILITY WILL NOT AFFECT THE REMAINDER OF THE PROVISIONS IN THIS SECTION.

This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this contract under any federal fraud statute, including the False Claims Act (31 USC 3729 to 3733). Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to EXPRESS remedies provided herein (i.e., 552.238-75 -- Price Reductions, 52.212-4 (h) -- Patent Indemnification, Liability for Injury or Damage (Section 3 of the Price List), and GSAR 552.215-72 PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION.

- 8. <u>Non-Production Use Software</u>. If Licensee purchases an F5 Product or licenses F5 Software designated as "non-production," "non-commercial," "lab" or "development" Product in the applicable purchase order, quote or the license file for such Product or Software ("Non-Production Software"), Licensee may use the Software included with such Product to conduct testing and development in Licensee's non-production environment only and not to manage data traffic or applications in the ordinary course of Licensee's business. Licensee agrees that any use of Non-Production Software in violation of the preceding sentence is a material breach of this Agreement.
- 9. <u>Evaluation Software</u>. If the Software is "Evaluation Software," notwithstanding any other terms to the contrary in this Agreement, Licensee may use the Software only for its internal demonstration, test or evaluation purposes and not in a production environment. NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS LICENSE, F5 DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, FOR EVALUATION SOFTWARE AND IT IS PROVIDED ON AN "AS IS" BASIS. EVALUATION SOFTWARE HAS A NON-PERPETUAL TIME LIMITED LICENSE THAT WILL "TIME-OUT" AND DISABLE THE SOFTWARE UPON EXPIRATION OF THE EVALUATION PERIOD. Licensee agrees that it will not attempt to defeat or circumvent any duration mechanism for evaluation Software. Licensee also agrees that it will not use any evaluation Software beyond the prescribed license duration.
- 10. <u>Termination</u>. The license granted in Section 2 is effective until terminated. Upon termination, Licensee will destroy the Software and documentation and all copies or portions thereof.
- 11. <u>Support.</u> Maintenance and support of the Software is not provided under this License and must be purchased separately subject to F5's support policies available at http://www.f5.com/training-support/customer-support/ and http://askf5.com. Where Licensee has purchased maintenance and support for a Product, the term Software under this License will include any published updates, corrections, new releases and new versions of such Software (collectively "Updates"), provided that Licensee is otherwise entitled to access and use such Updates pursuant to the applicable maintenance and support contract. Licensee may only use the Updates on Products for which Licensee is the original end user or other Products which include Software to which Licensee holds a valid license, and only on equipment for which Licensee has purchased maintenance and support.

12. <u>Miscellaneous</u>. This License will be governed by the Contracts Disputes Act, 41 USC 7101-7109 without regard to its choice of law rules. 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 the parties specifically opt out of the application of such laws. In adispute cannot be settled throur direct discussions, the parties may agree to first endeavor to settle the dispute via direct discussions. If a dispute cannot be settled through direct discussions, the parties may agree to first endeavor to settle the dispute via voluntary non-binding mediationA mediator will be selected by voluntary agreement of both parties, or in the event both parties cannot agree on a mediator, a mediator will be selected in accordance with the rules of JAMS.

Each party shall bear its own costs and expenses and an equal share of the administrative and other fees associated with the mediation. The foregoing alternative dispute resolution provisions will not apply to claims or actions related to the infringement, misappropriation or violation of F5's intellectual property rights or those of its third party licensors 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 herein, but will instead be replaced with a provision as similar in meaning to the original as possible. No modification will be binding unless in writing and signed by the parties.

- 13. <u>Acknowledgements</u>. The Software includes Data and software developed by third parties subject to separate licenses. Please refer to the Acknowledgement section found in the Software Documentation available at http://askf5.com.
- 14. <u>GPL</u>. Limited portions of the software contain software code subject to the GNU GPL Version 2 available at http://www.gnu.org/licenses/gpl.html. Please refer to the Acknowledgement section found in the Software documentation for the specific references. GPL software is not subject to the restrictions set forth in this License but is licensed separately under the GPL. Only those portions of the software that are licensed under the GPL are subject to the GPL license. All other software code is subject to the restrictions set forth elsewhere in this License. Furthermore, those portions of the software that are licensed under the GPL are subject to the remaining terms and conditions of the License to the extent that those terms are not inconsistent with the terms of the GPL.