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F5 FLEX CONSUMPTION PROGRAM
(FOR U.S. GOVERNMENT END USERS)

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2

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3. 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 manually or automatically over the internet to API.f5.com or (ii) via email attachment to vesubscriptions@f5.com. You will immediately report to us any known or suspected error in a Usage Report. For Products that lack a License Management Tool or other 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 each 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. From time to time, we may introduce features to the Software or F5 Services designed to automate reporting of your usage, and you agree to use any such reporting systems introduced by us in the future (subject to your internal review and acceptance process).

4. 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.

5. Hardware Specific Terms. The terms in this section apply only if your Prime Contract indicates that you may acquire Hardware in conjunction with your Subscription. Software Modules provided in conjunction with the Prime Contract will be represented in your Subscription Activity Report by a Software SKU. Unless otherwise indicated on your Quote, pricing for Software SKUs includes F5 Premium support for the Hardware on which the corresponding Software Module is installed. For subsequent Hardware acquisitions in conjunction with your 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 from 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 the terms of these FCP Requirements. Retired Hardware may be recommissioned during the Subscription Term by 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 Subscription is eligible for F5 Advanced RMA (A-RMA) services. You may also pay via the Prime Contract 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 during the Subscription Term.

6.   <u>Term; Termination</u>. Your Subscription will expire at the end of the Subscription Term if not terminated earlier in accordance with this section. If, at the end of the Subscription Term, you have not entered into a new subscription, we may, in our sole discretion, extend your 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 the new subscription term will be the day following the final day of the current 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 equal to the pro-rated amount of the Annual Software Commitment and Annual Services Commitment for the final Annual Term plus a pro-rated amount of the Annual Software Growth and Annual Services Growth for such final Annual Term, and the Subscription will terminate in accordance with this section. Unless you enter into a new subscription upon expiration or termination of this Subscription, 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.

Exhibit A
Definitions

a.   "**Annual Billing Quote**" means a billing quote setting forth your Annual Software Commitment payment due for an upcoming Annual Term.

b.   "**Annual Software Commitment**" means your minimum financial commitment (at List Price) for Software for an Annual Term. For the first Annual Term your Annual Software Commitment is 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 Commitment for Software 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.

c.   "**Annual Software Growth**" means the average of the Run Rates in the Billing Term minus the Annual Software Commitment for the Annual Term (rounded to the nearest whole dollar). 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 Software Growth is ($10k + $20k + $30k) / 3, or $20k.

d.   "**Annual Term**" means the 12-month period starting on the Subscription Start Date and each subsequent 12-month period ending on the final day of the Subscription Term.

e.   "**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.

f.   "**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.

g.   "**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.

h.   "**Initial Commitment**" means your financial commitment (at List Price) for Software or F5 Services (as applicable) during the first Annual Term.

i.   "**License Management Tool**" means the Software Instance management functionality used to license and report your Deployed Software Instances and which may be used only to provide us with your Usage Report.

j.   "**List Price**" means the then-current F5 list price for the region of sale.

k.   "**Retire**" means to remove a Software Instance or Hardware unit from Deployment.

l.   "**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. If 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 this Initial Commitment (i.e., the Run Rate can never be less than the Initial Commitment).

m.   "**Software Instance**" means each separate copy of a Software program or Workload Deployed by you under this Subscription.

n.   "**Software Instance Value**" means the List Price value of each Software Instance.

o.   "**Software Module**" means Software provided solely for use on Hardware acquired in conjunction with this Subscription.

p.   "**Software SKU**" means the value (at List Price) attributed to a Software Module.

q.   "**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.

r.   "**Subscription Start Date**" means, unless otherwise defined on your Quote, the day that registration keys or certificates are first provided to you for any Software or that access to any F5 Services is first provided to you.

s.   "**Usage Report**" means a report of the Software Deployed in the applicable calendar month.

t.   "**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.

ATTACHMENT B

F5 Maintenance Terms and Conditions

1. **Agreement.** Subject to customer's ("Customer") payment of applicable maintenance and support fees, F5 agrees to support, maintain, repair or replace the F5 products ("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, Inc. **By executing a written order for and accessing F5 support services in any way, Customer agrees to be bound by the terms and conditions below**.

    2. Term. Coverage 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. Customer support agreements may be renewed for additional one year terms upon submission of a purchase order for renewal by executing a written order. 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. We will not unilaterally revoke, terminate, or suspend any rights granted to you except as allowed by this Agreement and applicable law. If we believe you are in breach of this Agreement, we will pursue our rights under applicable Federal statutes.
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 as reasonably required to make the Product perform as described in the current Product specifications. Customer will receive Standard or Premium service as indicated in its order for the F5 support services. 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: Some countries require additional coordination, licensing, etc., which may affect F5's ability to ship next business day). 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.
- F5 does not send out Customer information.

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 interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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 fifteen 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**.   F5 shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

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. **Personal Data**. F5 does not intend for the Customer to provide it with access to personal data through the services governed by this Agreement. However, depending on how Customer uses the services, such access is possible. To the extent applicable, each party will comply with its respective obligations under the Support and Professional Services Data Protection Addendum listed on the F5 Policies and Documentation page (located here https://www.f5.com/company/policies), which forms part of this Agreement. Without limiting that obligation, each party shall comply with its respective obligations under all laws applicable to such personal data.

12. **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) <u>Force Majeure</u>. In accordance with GSAR Clause 552.212-4(f), 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) <u>Governing Law.</u> This License is governed by and construed in accordance with United States Federal law.

(d) <u>Entire Agreement</u>. This Agreement 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.