

**F5**  
**PARTNER CONSULTING SERVICES AGREEMENT**

This Partner Consulting Services Agreement (the "Agreement") is entered into as of the date of the last signature below ("Effective Date") by and between the undersigned F5 entity ("F5") and \_\_\_\_\_, a \_\_\_\_\_ formed under the laws of \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ ("Buyer", together with F5, each a "Party" and collectively the "Parties"). If the Buyer's primary place of business is located in Europe, the Middle East or Africa ("EMEA"), this Agreement will be with F5 Networks Ltd. If the Buyer's primary place of business is located in the Asia-Pacific region ("APAC"), this Agreement will be with F5 Networks Singapore Pte Ltd. If the Buyer's primary place of business is located in a region outside of EMEA or APAC, and the Buyer and End Customer is not a U.S. Federal Government entity, then this Agreement will be with F5, Inc. If the End Customer is a U.S. Federal Government entity, then this Agreement will be with F5 Government Solutions, LLC.

1. Professional Services.

1.1 F5 will provide professional services ("Services") to the Buyer in accordance with a Statement of Work and, if applicable, the F5 sales quote. The Buyer may nominate the Buyer's end customers ("End Customer") to receive the benefit of the Services for their internal business purposes, by providing to F5 the required information as specified in the applicable Statement of Work, and each nomination will be subject to F5's review and approval. For the avoidance of doubt, the End Customer has no right to and shall not nominate, assign, transfer, sell, make available or provide (collectively, "Sub-Nominate") the Services to another entity, and any such attempted Sub-Nomination by the End Customer shall be invalid and will result in F5 not providing the requested Services. Any statement of work hereunder shall be substantially in the form(s) set out in Exhibit A attached hereto, and shall reference this Agreement and be agreed to by the Parties ("Statement of Work"). For the avoidance of doubt, Exhibit A may be updated by F5 from time to time by written notice to the Buyer.

1.2 Unless otherwise specified in a Statement of Work, Services will be provided as either pre-paid or post-paid and is dependent upon the type of Services purchased by the Buyer. If deliverables are defined by the Parties in a Statement of Work, F5 will use its commercially reasonable efforts to provide such deliverables (the "Deliverables"), but will not be obligated to provide Services beyond the allocations purchased by the Buyer as specified within the Statement of Work.

1.3 End Customer's office(s) receiving the Services shall be physically located within the country of the Buyer's address as first indicated above.

1.4 F5 will utilize employees and/or 3<sup>rd</sup> party resources as deemed necessary to perform the Services. Buyer agrees to provide F5 with adequate technical assistance, network access, materials, and an environment suitable for F5 to be able to perform the Services (including ensuring that End Customer provides the same, if necessary). Buyer further agrees to provide F5 with such technology owned or controlled by the Buyer (the "Licensed Technology") as F5 reasonably requires to perform the Services (including ensuring that End Customer provides such technology owned or controlled by the End Customer, if necessary).

1.5 Buyer agrees to cooperate with F5 in good faith to achieve completion of the Services in a timely and professional manner. F5 shall bear no liability or otherwise be responsible for delays in the provision of Services or any portion thereof occasioned by Buyer's or End Customer's failure to complete a task in a timely manner or adhere to a defined schedule.

1.6 Buyer acknowledges and agrees that F5's obligations under this Agreement and in respect of the Services are owed solely to Buyer and undertakes that F5 will not incur any liability to any End Customer thereby. Without prejudice to the generality of the foregoing, the Buyer shall in its written agreement with any End Customer, at minimum:

- (a) Provide all appropriate notices and obtain all necessary consents for any disclosure to, and use or processing by F5 of any End Customer proprietary information or personal data in relation to F5's performance of the Services, including without limitation making international transfers (including without limitation, to F5 owned or controlled servers located in the United States and other countries outside of the jurisdiction(s) where End Customer is located) of such proprietary information and personal data in accordance with applicable laws;

- (b) Include (i) disclaimers of liability for any delays in the provision of Services or Deliverables or any portion thereof occasioned by the End Customer's failure to timely complete a task or adhere to a schedule that is the responsibility of the End Customer; (ii) disclaimers of punitive, exemplary, special, incidental, consequential and indirect damages; and (c) quantified limitations on direct damages; which may be claimed or alleged by the End Customer arising out of or relating to the Services. The foregoing disclaimers and limitations must extend to Buyer's third-party suppliers or providers but need not specifically reference F5;
- (c) To the fullest extent permissible by law, disclaim F5's liability to the End Customer, prohibit the End Customer from bringing any claim against F5, and require the End Customer to seek redress solely against Buyer; for any matters arising out of or in connection with the Services;
- (d) Require End Customer to accept terms no less protective of F5 regarding F5's rights and obligations than the terms as set out at Sections 7 (Intellectual Property Rights) and 8 (Limited Warranties and Exceptions) below;
- (e) Require End Customer to comply fully with all relevant requirements of the U.S. Foreign Corrupt Practices Act ("FCPA") and the UK Bribery Act ("UKBA"), as may be amended from time to time, as well as all other applicable local laws and regulations prohibiting bribery or regulating payments to government officials and private persons; and
- (f) Require End Customer to comply fully with all relevant export laws and regulations of the United States or other countries ("Export Laws") to ensure that any Deliverable is not (i) exported directly or indirectly, in violation of Export Laws; or (ii) intended to be used for any purposes prohibited by the Export Laws, including without limitation, nuclear, chemical, or biological weapons proliferation.

1.7 In order for Buyer to purchase Services and/or to enter into a Statement of Work with F5, the Buyer must be an existing registered F5 partner with a valid partner agreement in place with F5.

1.8 In order for an End Customer to be eligible to be nominated for and to receive the benefit of the Services, all F5 products on which the Services will be performed must:

- (a) contain a valid production license or have a valid subscription in effect for the entire duration for which the Services are to be provided. Any evaluation licenses or hardware must be converted to fully licensed and entitled levels prior to commencement of delivery of the Services; and
- (b) have an active and current maintenance and support contract in effect for the entire duration for which the Services are to be provided.

F5 reserves the right to cancel any End Customer nomination in the event that the above conditions are not met prior to commencement of delivery of the Services, and to suspend delivery of the Services in the event that any of the above conditions are no longer met at any time.

## 2. Term of Agreement.

This Agreement will become effective on the Effective Date and, unless terminated earlier pursuant to the terms of the Agreement, shall continue in force for a period of one (1) year. This Agreement will automatically renew for additional one (1) year periods unless written notice of non-renewal is provided by either Party at least three (3) months prior to the expiration of the then-current term. This Agreement will be considered an agreement for a fixed term regardless of the number of renewals that may take place.

## 3. Right to Perform Consulting Services.

Buyer acknowledges that F5 has extensive expertise, experience, and proprietary products and tools in the area of application traffic management and secure remote access, and that F5 intends to utilize such expertise, experience, products and tools in providing consulting services and other services to other clients. Subject to F5's compliance with the confidentiality provisions stated herein, nothing in this Agreement shall

restrict or limit F5 from performing such development, consulting or other services to any other entity in any industry.

4. Purchases through Distribution.

If Buyer purchases the Services from a registered F5 distributor who has the right to sell the Services to Buyer (the "F5 Distributor"), the Buyer agrees to pay the applicable fees for such Services and actual (if available) or estimated pre-paid (if actuals are not available) travel and out-of-pocket expenses incurred in accordance with F5's business expense policy to the designated F5 Distributor, plus any applicable sales or use or other taxes or governmental charges.

5. Direct Purchases.

If Buyer purchases the Services directly from F5, the following provisions shall apply:

5.1 For the Services provided by F5, Buyer agrees to pay F5 the fees set forth in a quote issued by F5 to Buyer or as otherwise agreed to by F5 and Buyer (the "Payment Schedule") plus any applicable sales or use taxes or other charges as discussed in Section 5.2. Buyer also shall reimburse F5 for actual (if available) or estimated pre-paid (if actuals are not available) travel and out-of-pocket expenses incurred in accordance with F5's business expense policy.

5.2 The amounts payable to F5 set forth in the Payment Schedule are exclusive of any sales or use or other taxes or governmental charges. Buyer shall be responsible for payment of all such taxes or charges except for any taxes based solely on F5's net income. If Buyer is required to pay any taxes based on this section, Buyer shall pay such taxes with no reduction or offset in the amounts payable to F5 hereunder.

5.3 Unless otherwise set forth in the applicable quote or Statement of Work, F5 will invoice monthly for all Services fees and reimbursable expenses that have accrued. Each invoice shall be due and payable within thirty (30) days of date of a proper invoice and shall be deemed overdue if they remain unpaid beyond that point. If past due amounts owing from Buyer are not paid within thirty (30) days, the unpaid amount shall accrue interest at the rate of 1.0% per month, or at the highest legal interest rate, if less.

6. Suspension.

Without prejudice to F5's termination rights under this Agreement, F5 reserves the right to suspend performance of Services if: (a) Buyer has not paid the applicable fees for the Services; (b) Buyer has not incorporated any of the terms specified at Section 1.6 above in its written agreement with End Customer; (c) Buyer is in material breach of any of the terms of the Agreement or the Statement of Work; (d) End Customer is in breach of F5's intellectual property rights, or any of its compliance obligations as described at Sections 1.6 (e) or (f) above; or (e) Buyer or End Customer is using the Services or F5's intellectual property for fraudulent or illegal activities. F5 will use commercially reasonable efforts to provide Buyer with written notice of any suspension (which may be no notice at all), and may resume providing the Services as soon as reasonably possible after the event giving rise to the suspension is cured. F5 will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Buyer or End Customer may incur as a result of a suspension imposed in accordance with this Section.

7. Intellectual Property Rights.

7.1 Under this Agreement, F5 is not providing or licensing to Buyer or End Customer any existing or future F5 software programs or products. Buyer or End Customer may acquire licenses to such F5 products only under the terms of a separate software license agreement.

7.2 Any developed technology, including patentable and unpatentable ideas, know-how, technical data, or techniques, and all intellectual property rights appurtenant thereto which may be developed by F5 under this Agreement or in the delivery of any services hereunder that derive from, improve, enhance or modify F5's product(s) or pre-existing intellectual property, including but not limited to product enhancements embodied in "iRules" and/or F5 branded product API, will be the property of F5 (collectively, "F5 Developments"). Buyer or

End Customer will have a non-exclusive license to the F5 Developments to the extent necessary to enable Buyer or End Customer to use, as applicable, any F5 Deliverable(s). Subject to the limitations placed on F5 by the confidentiality provisions of this Agreement or by any existing non-disclosure agreement between F5 and Buyer encompassing the subject matter of the Services, F5 may in its sole discretion develop, use, market, license, or sell the F5 Developments and any software, application or product that is similar or related to that which was developed by F5 in connection with any Statement of Work. F5 shall not be required to disclose information concerning any F5 Developments which F5 deems to be proprietary or confidential.

## 8. Limited Warranties and Exceptions.

8.1 F5 warrants to Buyer that the Services provided hereunder will be performed in a professional manner consistent with the quality of F5's performance of services for similarly situated customers and in accordance with generally accepted industry standards. F5 makes no guarantees or assurances that the Services will achieve the specific goals outlined in the Statement of Work or provide additional functionality to designated F5 products.

8.2 TO THE FULLEST EXTENT PERMITTED BY LAW, F5 EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

8.3 In order to receive warranty remedies, deficiencies in the Services must be reported to F5 in writing within ninety (90) days of completion of the Services. After such time, any corrective Services requested by Buyer shall be billed to Buyer at F5's standard consulting rates then in effect and subject to scheduling availability of F5 personnel. Buyer's sole remedy for a breach of the warranty described in Section 8.1 shall be re-performance of the non-conforming Services or to receive a refund of the pro rata amount of the fees allocable to such non-conforming Services, at F5's option.

8.4 F5's maximum liability for any breach of warranty hereunder shall be a pro rata refund of the applicable Services fees paid under this Agreement. F5 shall under no circumstances, except as may be specifically set forth in a separate agreement, be liable to provide a refund of any fees paid by Buyer with respect to any F5 products, or to reimburse Buyer for any refund claimed from Buyer by an End Customer with respect to any Services or F5 products.

## 9. Termination.

9.1 This Agreement, and any Statement of Work thereunder, may be terminated by either Party upon thirty (30) days' prior written notice if the other Party: (a) materially breaches or fails to perform any material term hereof (which include non-payment of any amounts owing hereunder) and the breaching Party fails to cure such breach within the 30-day period; provided, that the non-breaching Party may immediately terminate this Agreement upon written notice for a breach of the provisions set forth in Section 12 (Confidentiality and Non-Use) or misappropriation by the other Party of the non-breaching Party's intellectual property rights; (b) ceases to do business, or otherwise terminates its business operations; (c) becomes insolvent, seeks protection under any receivership, deed of trust, assignment for the benefit of creditors, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other Party and not dismissed within sixty (60) days, or any other proceedings for the settlement of the other Party's debts; or (d) is merged or consolidated, sells all or substantially all of its assets, or is subject to any substantial change in management or control. Further, any Statement of Work may be terminated by either Party upon thirty (30) days' prior written notice if the other Party materially breaches or fails to perform any material term under that particular Statement of Work. Termination of any Statement of Work for breach that relates only to that particular Statement of Work shall not automatically serve to terminate any other Statement of Work not affected by such breach.

9.2 F5 may terminate this Agreement upon thirty (30) days' prior written notice to Buyer in the event that Buyer is no longer a registered F5 partner.

9.3 Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party.

9.4 Each Party's obligations under Sections 3-15 of the Agreement shall survive termination or expiration of the Agreement. If F5 terminates the Agreement for failure of Buyer to pay any amounts owing hereunder or any other breach pursuant to Section 9.1 above or otherwise for cause, any existing Statement of Works will automatically terminate upon termination of the Agreement, and the rights of Buyer or End Customer to use the Deliverables including any express or implied licenses which may have been granted herein shall immediately terminate.

9.5 For the avoidance of doubt, upon expiration of this Agreement or termination under Sections 9.2 or 9.3 above, any Statement of Work that was entered into by Buyer and F5 prior to the expiry or earlier termination of this Agreement will continue in effect for such term stated in the Statement of Work or if no such term is stated then the Statement of Work will continue in effect for a period of 24 months from the effective date of the Statement of Work, and the terms of this Agreement will continue in full force and effect with respect to any Services set forth in such Statement of Work for the duration of the Statement of Work.

9.6 Except as expressly set forth herein, the Parties expressly agree that no damages, indemnity or termination benefits whatsoever (including, without limitation, any compensation for goodwill established by Buyer during the term of this Agreement or for any lost profits or expenses of Buyer) will be due or payable to Buyer by reason of any termination of this Agreement in accordance with its terms, and Buyer expressly waives the application of any statute, law or custom to the contrary.

## 10. Indemnification.

10.1 General. F5 and Buyer each agrees to indemnify, defend and hold the other, its affiliates, and their respective officers, directors, employees, and agents ("Indemnitees") harmless from and against any and all third party liabilities, losses, damages, costs, and expenses ("Losses"), and any reasonable attorney's fees and expenses relating to its defense, resulting from any third party suit or action brought against the Indemnitees due to third party claims for death, bodily injury or the damage to or loss of any real or tangible personal property to the extent arising out of the indemnitor's negligence or willful misconduct in the performance of this Agreement.

10.2 Indemnification by F5. Subject to the terms and conditions of F5's End User License Agreement ("EULA") to the extent that it applies to an End Customer that is subject to such EULA, F5 agrees to defend any third party (including End Customer) suit brought against Buyer Indemnitees based upon a claim that a Service or Deliverable includes any trade secret that F5 has unlawfully misappropriated or infringes: (a) a patent duly issued by the United States, Canada, Japan, or a country that is a member of the European Economic Area; (b) a registered trademark enforceable in any country that has ratified or acceded to either the Madrid Agreement Concerning the International Registration of Marks or the Protocol Relating to the Madrid Agreement; or (c) a copyright valid in any country that has ratified or acceded to The Berne Convention on Literary and Artistic Works. F5 will pay to Buyer Indemnitees any Losses (including any reasonable attorney's fees and costs relating to its defense) that Buyer Indemnitees may incur as a result of such claim. F5 will have the right, at its option and expense: (i) to obtain for Buyer (or End Customer as the case may be) rights to use the Service or Deliverable, (ii) to replace or modify the Service or Deliverable so that they become non-infringing, or (iii) to accept return of the Deliverables or cancellation of the Service (as the case may be) for a refund not to exceed the purchase price paid by Buyer for such Service or Deliverables based upon a three year straight line depreciation. The foregoing, subject to the following restrictions, states the exclusive liability of F5 to Buyer concerning infringement of intellectual property. F5 will have no liability for any claim of infringement based on: (i) use of a Service or Deliverable in combination with equipment or software not supplied by F5 where the Service or Deliverable would not itself be infringing, (ii) software or technology not developed by F5 or (iii) Services or Deliverables that have been altered or modified in any way by anyone other than F5 or according to F5's instructions.

10.3 Indemnification by Buyer. Buyer agrees to indemnify, defend and hold harmless F5 Indemnitees from and against any Losses, and any reasonable attorney's fees and costs relating to its defense, which F5 Indemnitees may incur as a result of: (i) any claims brought by End Customers against F5 Indemnitees in relation to the Services; or (ii) any third party (including End Customer) suit brought against F5 Indemnitees arising out of or in connection with Buyer's breach of this Agreement, including without limitation any misrepresentation by Buyer relating to F5 Indemnitees, the Services or this Agreement, any claims, warranties or representations made by Buyer or Buyer's representatives or agents that differ from the warranties provided by F5 in this Agreement, or Buyer's failure to comply with its obligations set out in Section 1.6 above; regardless

of the form of action. Buyer hereby specifically and expressly agrees that with respect to any and all claims against F5 Indemnitees by a third party, the foregoing indemnification available to F5 Indemnitees shall not be limited by reason of any immunity to which Buyer may be entitled, or any limitation on the amount or type of damages or compensation payable by or for Buyer to such third party with respect to any such claim, by reason of an agreement between Buyer and the third party or for any other reason.

10.4 Condition to Indemnification. If any claim or action is commenced against a Party entitled to indemnification under this Section 10 for Losses resulting from such claim or action (a "Claim"), such Party shall give written notice to the other Party within ten (10) days of notice of such Claim. If such Party receiving notice is obligated under this Section 10 to defend the Party against such Claim, then the indemnifying Party shall take control of the defense and investigation of the Claim, using such attorneys and other assistance as it selects in its discretion. The indemnified Party shall cooperate in all reasonable respects in such investigation and defense, including trial and any appeals, provided that such Party may also participate, at its own expense, in such defense. No settlement of a Claim that involves a remedy other than payment of money by indemnifying Party shall be agreed to and entered without the consent of the indemnified Party, which consent shall not be unreasonably withheld.

#### 11. Limitations on Liability.

EXCEPT FOR DAMAGES OR LOSSES ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS OR INFRINGEMENT OR MISAPPROPRIATION OF A PARTY'S INTELLECTUAL PROPERTY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY) OR OTHERWISE, LOSS OF USE, DAMAGE TO, LOSS OF OR CORRUPTION OF DATA, (WHETHER DIRECT OR INDIRECT, AND WHETHER OR NOT CONSITUTING TANGIBLE PROPERTY DAMAGE), BUSINESS INTERRUPTION, LOSS OF REVENUE, LOSS OF PROFITS, ANTICIPATED SAVINGS, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S TOTAL LIABILITY FOR ANY EVENT GIVING RISE TO LIABILITY UNDER THIS AGREEMENT SHALL EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY BUYER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY, PROVIDED THAT NEITHER PARTY'S LIABILITY IN CONNECTION WITH ANY STATEMENT OF WORK SHALL EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY BUYER FOR THAT STATEMENT OF WORK. THE FOREGOING LIMITATIONS DO NOT APPLY TO ANY LIABILITY FOR DEATH OR BODILY INJURY ARISING OUT OF A PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT, OR TO ANY LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED BY THE GOVERNING LAW OF THIS AGREEMENT AS SET OUT IN SECTION 14.

#### 12. Confidentiality and Non-Use.

12.1 By virtue of this Agreement, each Party hereto may disclose to the other Party information that is confidential and otherwise proprietary. Unless governed by the terms of an existing or contemporaneously executed non-disclosure agreement ("NDA"), the following Sections 12.2 and 12.3 apply.

12.2 Subject to the exceptions listed below, a Party's "Confidential Information" shall be defined as information disclosed by the Party to the other Party under this Agreement and clearly marked or otherwise clearly designated as "confidential" or information disclosed by one Party that would reasonably be understood by the other Party to be confidential. The Licensed Technology, F5's proprietary software applications and hardware and the terms and pricing of this Agreement shall automatically be considered Confidential Information under this Agreement. However, a Party's Confidential Information shall not include any information that: (a) is or becomes a part of the public domain through no act or omission of the other Party; or (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; or (c) is lawfully disclosed to the other Party by a third party without restriction on disclosure; or (d) is independently developed by the other Party's employees or agents without access to the disclosing Party's Confidential Information.

12.3 Each Party agrees, for the term of this Agreement and three (3) years after its expiration or termination, to hold the other Party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the disclosing Party to receive such Confidential Information, and not to use such Confidential Information for any purpose except as expressly permitted hereunder. Each Party agrees to take reasonable steps to protect the other Party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed, or used in violation of the provisions of this Agreement. The foregoing prohibition on disclosure of Confidential Information shall not apply to the extent certain Confidential Information is required to be disclosed by the receiving Party as a matter of law or by order of a court, provided that the receiving Party uses reasonable efforts to provide the disclosing Party with prior notice of such obligation to disclose and reasonably assists in obtaining a protective order or other restriction on disclosure.

13. Independent Contractors.

F5 shall perform the Services as an independent contractor, and nothing contained in this Agreement shall be construed to create or imply a joint venture, partnership, principal-agent or employment relationship between the Parties. Neither Party shall take any action or permit any action to be taken on its behalf which purports to be done in the name of or on behalf of the other Party. Neither Party shall have the power or authority to bind the other Party to assume or create any obligation or responsibility express or implied on the other Party's behalf or in its name, nor shall such Party represent to anyone that it has such power or authority.

14. Governing Law.

This Agreement will be governed and construed in accordance with the following governing law ("Governing Law") depending on the applicable undersigned F5 entity who is a party to this Agreement, without regard to its choice of law rules, and the exclusive jurisdiction for any action relating to this Agreement shall be in the appropriate courts of the venue ("Venue") set forth opposite the applicable undersigned F5 entity:

<u>F5 entity:</u>	<u>Governing Law:</u>	<u>Venue:</u>
F5 Networks Singapore Pte Ltd	The laws of Singapore	Singapore
F5 Networks Ltd.	The laws of the Republic of Ireland	Dublin, Ireland
F5, Inc.	The laws of the State of Washington	Seattle, Washington
F5 Government Solutions, LLC	The laws of the State of Washington	Seattle, Washington

The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) in any form that it may be adopted are specifically excluded from and will not apply to this Agreement.

15. Miscellaneous.

15.1 Notices. Any Notices required under this Agreement must be in writing in English and delivered by certified or registered mail, return receipt requested, postage prepaid and addressed, in the case of the Buyer, to the address first set forth above, and in the case of F5, to the addresses set forth opposite the applicable undersigned F5 entity below. Either Party may change its address by giving the other Party written notice in accordance with this Section 15.1.

<u>F5 entity:</u>	<u>Address for notices:</u>	<u>With a copy to:</u>
F5 Networks Singapore Pte Ltd	F5 Networks Singapore Pte Ltd Attn; Professional Services Administration 5 Temasek Boulevard #08-01/02/05 Suntec Tower 5 Singapore 038985 Singapore	F5, Inc. Attn: Legal Department 801 5th Ave Seattle, WA 98104 USA
F5 Networks Ltd.	F5 Networks, Ltd.	F5, Inc.

	Attn: Professional Services Administration Chertsey Gate West 43-47 London Street Chertsey Surrey KT16 8AP United Kingdom	Attn: Legal Department 801 5th Ave Seattle, WA 98104 USA
F5 Government Solutions, LLC	F5 Government Solutions Attn: Professional Services Administration Two Discovery Square 12012 Sunset Hills Road, Suite 900 Reston, VA 20190 USA	F5, Inc. Attn: Legal Department 801 5th Ave Seattle, WA 98104 USA
F5, Inc.	F5, Inc. Attn: Professional Services Administration 801 5th Ave Seattle, WA 98104 USA	F5, Inc. Attn: Legal Department 801 5th Ave Seattle, WA 98104 USA

15.2 Severability. If any term or provision of this Agreement is determined to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, to achieve the intent of the parties to extent possible. In any event, all other terms and provisions shall be deemed valid and enforceable to the maximum extent possible.

15.3 Force Majeure. Neither Party shall be liable for any loss, damage, or penalty arising from delay due to causes beyond its reasonable control.

15.4 Assignment. Neither Party shall assign, delegate or subcontract any portion of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed; provided, however, that consent shall not be required in the case of an assignment by either Party to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets. Notwithstanding the foregoing, F5 may subcontract any portion of its obligations under this Agreement to a third party so long as F5 remains responsible for the performance of such obligations.

15.5 Anti-Bribery and Anti-Corruption Compliance. Buyer agrees to comply fully with all relevant requirements of the U.S. FCPA and the UKBA, as may be amended from time to time, as well as all other applicable local laws and regulations prohibiting bribery or regulating payments to government officials and private persons.

15.6 Export Administration. Buyer agrees to comply fully with all relevant Export Laws to ensure that any Deliverable is not (i) exported directly or indirectly, in violation of Export Laws; or (ii) intended to be used for any purposes prohibited by the Export Laws, including without limitation, nuclear, chemical, or biological weapons proliferation. If a Deliverable has been rightfully obtained by End Customer outside of the United States, Buyer agrees, and agrees to obtain End Customer's agreement, not to re-export such Deliverable or any related technical information except as permitted by the laws and regulations of the United States and those of the jurisdiction in which End Customer obtained such Deliverable. Under no circumstances shall F5 in any way be responsible for any duties, customs charges or other taxes or fees whatsoever relating to such export.

15.7 Complete Agreement. This Agreement, any Statement of Work made hereunder, and the documents referenced herein are the complete and exclusive statement of the agreement between the Parties regarding the subject matter hereof, which supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter.

15.8 Modification. Each Party agrees that any terms and conditions of any purchase order or other instrument issued by Buyer in connection with the Agreement that are in addition to or inconsistent with the terms



and conditions of this Agreement shall be of no force or effect. This Agreement may be modified only by a written instrument duly executed by an authorized representative of F5 and Buyer. No modification of this Agreement shall be effected by Buyer's use of any order form, purchase order, acknowledgement or other form containing additional or different terms.

15.9 No Waiver. The failure of a Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or the right of such Party to enforce such provision or any other provision.

15.10 Contracts (Rights of Third Parties). Except where expressly provided to the contrary, this Agreement is not intended to be for the benefit of, and will not be enforceable by, any person who is not named at the date of this Agreement as a Party hereto and neither Party can declare itself a trustee of the rights under it for the benefit of any third party. This does not affect any right or remedy of such a person that exists or is available apart from this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Choose an item.

Buyer

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**Form of Statement of Work**

The Partner Consulting Services Agreement has two (2) Statements of Work templates and one (1) Change Order from which can be used to define the Services to be provided to the Buyer. The two (2) Statement of Work templates are to be used with (i) predefined services (i.e. Cover SOW Template) and (ii) custom services (i.e. Custom SOW Template) while the Change Order template is used to make amendments to the two (2) Statements of Work. Below are the links the templates.

1. F5 Partner Extension Services Cover Statement of Work Template – <https://www.f5.com/pdf/service-description/f5-partner-extension-services-cover-sow-template.pdf>
2. F5 Partner Extension Services Custom Statement of Work Template – <https://www.f5.com/pdf/service-description/f5-partner-extension-services-custom-sow-template.pdf>
3. F5 Partner Extension Services Change Order Form - <https://www.f5.com/pdf/service-description/f5-partner-extension-services-change-order.pdf>