



## END USER LICENSE AGREEMENT

DOC-0355-15

### IMPORTANT – READ BEFORE INSTALLING OR OPERATING THIS PRODUCT

**YOU AGREE TO BE BOUND BY THE TERMS OF -THIS AGREEMENT BY INSTALLING, HAVING INSTALLED, COPYING, OR OTHERWISE USING THE PRODUCT. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE PRODUCT.**

1. Scope. This End User License Agreement (“License”) applies to the software product (“Software”) you have licensed from us whether on a stand-alone basis or as part of our hardware (“F5 Hardware”). All references to “F5,” “we” or “us” in this License will be deemed to be a reference to the applicable F5 entity as follows: (a) for purchases of F5 branded products (A) if your primary place of business is located in the European Economic Area, the Middle East or Africa (“EMEA”), the F5 entity is F5 Networks Ltd.; (B) if your primary place of business is located in the Asia-Pacific region (“APAC”), the F5 entity is F5 Networks Singapore Pte Ltd; and (C) if your primary place of business is located in a region outside of EMEA or APAC, the F5 entity is F5 Networks, Inc. and (b) for purchases of Nginx branded products (A) if your primary place of business is located in EMEA, the F5 entity is Nginx International Limited and (B) if your primary place of business is located in a region outside of EMEA, the F5 entity is Nginx Software, Inc. This License is a legal agreement between us and the single entity that has acquired the Software from us under these terms and conditions (“you”).

2. License Grant.

(a) Subject to the terms of this License, we grant to you a non-exclusive, non-transferable license to use the Software in object code form for your internal business purposes during the term for which you have paid the required license fees. Other than as specifically described herein, no right or license is granted to any of our trademarks, patents, copyrights, trade secrets or other intellectual property rights and we retain all rights not granted herein. The Software incorporates certain third-party software, which we use subject to licenses from the respective owners (“Licensors”).

(b) The Software is licensed to you on either a subscription or perpetual basis in accordance with the terms of this Section 2(b):

(A) Unless otherwise set forth in an agreement between us and you, all Software licensed under our Nginx product line (“Nginx Software”) is licensed to you on a subscription basis for the subscription term set forth in the applicable purchase order or quote (“Initial Subscription Term”). Upon expiration of your Initial Subscription Term, your subscription shall automatically renew for additional one (1) year terms unless either party provides written notice of nonrenewal at least thirty (30) days prior to the end of the then-current term, or unless earlier terminated in accordance with Section 12. Notwithstanding anything to the contrary herein, Nginx Software is not available on a perpetual basis.

(B) The license for all non-Nginx Software (“F5 Software”) is licensed to you on either a perpetual or subscription basis as further set forth in a separate agreement or an addendum hereto.

(C) Subscriptions for F5 and Nginx Software may be licensed subject to specific program terms identified at <https://www.f5.com/pdf/customer-support/program-terms.pdf>.

(c) You may use the user manuals, technical manuals, and any other materials provided by us, in printed or electronic form, that describe the installation, operation, use or technical specifications of the Software (“Documentation”) solely in support of the licensed use of the Software in accordance with this License.



(d) You understand that by using the Software or F5 Hardware (collectively, “Product”), you consent and agree to the collection and use of certain information about your Product, including, but not limited to, hardware serial number, appliance part number, disk configuration, memory amount, as well as periodic updates for software, databases, etc. You further consent and agree that the Product may collect, use, transmit to us, process and maintain information related to the Product for purposes of providing the Software and any features therein. Information collected by the Product and transmitted to us may also include technical or diagnostic information related to your use that may be used by us to support, improve and enhance our products and services. You may opt out of the collection and use of such information by configuring the Product to disable these features.

### 3. Restrictions.

(a) 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.

(b) You 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 Documentation, quote or the license file for such Product or Software (collectively, “Sales Documentation”), including, but not limited to, any restrictions on the number of protected applications, number or type of licensed devices, number of authorized copies or instances, number of users, bandwidth, non-production use, database or location restrictions. We reserve the right to audit your use of the Software (or authorize third party auditors to conduct such an audit on our behalf) and to disable any application or functionality that has not been specifically licensed, in addition to any other rights and remedies available to us.

(c) Your use of the Software under this License may be limited to certain versions, as set forth in the applicable Sales Documentation. To the extent your Sales Documentation contains such limitations, your use of other versions or releases of the Software under this License is prohibited and shall be considered a material breach of this License.

(d) For Software modules licensed as part of F5 Hardware, the Software is not transferable to other F5 Hardware, third-party hardware, or any virtualized environment. For Software provided in stand-alone form (for example, a virtual machine image), each instance of the Software requires a valid license key issued to you by F5 or an authorized sub-licensor and you may only use the Software for the duration of time the license key permits. F5 employs locking mechanisms in the Software in order to ensure that you are only able to access the Software features that you have licensed. You agree that you will not attempt to circumvent any of the locking mechanisms and restrictions put in place or to have others do so on your behalf.

(e) Certain portions of the Software include third-party software modules, which may include, but are not limited to, MySQL licensed from MySQL AB or Java™ licensed from Oracle America, Inc., and are subject to additional limitations imposed by those Licensors (“Restricted Third-Party Software”). You may reference the applicable Product’s Open Source Notices and Software Acknowledgments document at <http://askf5.com>. Certain portions of the Software may also include geographical or other data (“Geographical Data”). You agree that you will only use such Restricted Third-Party Software or Geographical Data in conjunction with the Product and not as standalone software. You will not (A) copy the Restricted Third-Party Software or Geographical Data onto any public or distributed network; (B) use the Restricted Third-Party Software or Geographical Data separately to operate in or as a time-sharing, outsourcing, service bureau, application service provider or managed service provider environment; (C) use the Restricted Third-Party Software or Geographical Data as a general server, as a standalone application or with applications other than the Software under this license; (D) change any proprietary rights notices which appear in the Restricted Third-Party Software or Geographical Data; or (E) modify the Restricted Third-Party Software or Geographical Data.

(f) Except as otherwise expressly permitted in this License, you will not yourself, or through any parent, subsidiary, affiliate, agent or other third party: (A) copy (except to make one archival copy for backup and disaster recover purposes), modify or create derivative works of the Software or Documentation; (B) sell, sub-license, rent, grant usage rights or transfer the Software, Data or any associated Documentation to any third-party not authorized by F5; (C) 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 you have given us an opportunity to provide information or software necessary to resolve such interoperability issues; (D) defeat, circumvent or disable any reporting mechanism, copy protection mechanism or mechanism in the Software used to limit license duration or access to non-licensed functionality or capacity. Violation of any of the restrictions contained in this Section 3 is a material breach of this License.

4. Export Control. Our standard Products incorporate cryptographic software. You agree to comply with the Export Administration Act, the Export Controls Act, all regulations promulgated under such Acts, and all other U.S. government regulations relating to the export of technical data and equipment and products produced therefrom which are applicable to you. You further agree not to disclose or transmit to us any information that requires that access to such information be limited to U.S. Nationals or personnel based in a certain country or region. In countries other than the U.S., you agree to comply with the local regulations regarding importing, exporting or using cryptographic software. You agree that you will not export or re-export the Product to any country, person, or entity subject to U.S. export restrictions. Specifically, you agree not to export or re-export the Product: (a) 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 Product back to such country; (b) to any person or entity who you knows or have reason to know will utilize the Product or portion thereof in the design, development or production of nuclear, chemical or biological weapons; or (c) 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 Product, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

5. Limited Warranty.

(a) We warrant that for a period of ninety (90) days from the date of shipment (the "Warranty Period"): (A) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (B) the Software substantially conforms to the Documentation. Except for the foregoing, the Software is provided "AS IS". In no event do we warrant that the Software is error free, that it will operate with any software or hardware other than that provided by us or specified in the Documentation, or that the Software will satisfy your own specific requirements.

(b) Remedy. Your exclusive remedy under this limited warranty is that we, at our option, will repair or replace any Software that fails during the Warranty Period at no cost to you. During the Warranty Period, we will replace defective media or Documentation or, at our option, undertake reasonable efforts to modify the Software to correct any substantial non-conformance with the Documentation.

(c) Restrictions. The foregoing limited warranties extend only to the original licensee, and do not apply if the Software (A) has been altered, except by us or a representative designated by us or in accordance with our instructions, (B) has not been installed, operated, repaired, or maintained in accordance with our instructions, (C) has been subjected to abnormal physical or electrical stress, misuse, negligence or accident or (D) has been operated outside of the environmental specifications for the Software. Our limited software warranty does not apply to software corrections or upgrades.



6. Infringement Indemnity.

(a) We will, at our expense, defend any suit brought against you by an unaffiliated third party based upon a claim that the Software infringes a valid patent, trademark or copyright or misappropriates a third-party trade secret. The terms “misappropriation” and “trade secret” are used as defined in the Uniform Trade Secrets Act, except in case of claims arising under any claim governed by the laws of any jurisdiction outside the United States, in which case “misappropriation” will mean intentionally unlawful use and “trade secret” will mean “undisclosed information” as specified in Article 39.2 of the Trade-Related Aspects of Intellectual Property Rights (TRIPS) agreement. We will pay costs and damages (including reasonable attorneys’ fees) finally awarded against you, or agreed in settlement by us, directly attributable to any such claim and will bear all reasonable costs of the investigation and defense of the claim, but only on condition that (A) you notify us in writing of such claim promptly following receipt of notice, (B) we have sole control of the defense and settlement negotiations, (C) you provide us all information and communications received by you concerning such claim, and (D) you provide reasonable assistance to us when requested. You will have the right to participate in the defense with counsel of your own choosing at your expense; provided that such representation does not interfere with our right to control the defense.

(b) We will have the right, at our option and expense, to (A) obtain for you rights to use the Software, (B) replace or modify the Software so that it becomes non-infringing or (C) accept return of the Software, upon which the applicable license(s) will terminate, in exchange for a credit not to exceed the purchase price paid by you for such Software based upon a three (3) year straight line depreciation. The foregoing, subject to the restrictions set forth in Section 6(c) below, states our exclusive liability to you concerning infringement.

(c) Restrictions. We will have no liability for any claim of infringement based on (A) use of a superseded release of the Software where the subsequent release is equally available to you at no cost and is non-infringing; (B) use of the Software in combination with equipment or software not supplied by us (including Open Source Components) where the Software would not itself be infringing; (C) use of the Software in an application or environment not described in the Documentation; (D) software or technology not developed by us; (E) Software that has been altered or modified in any way by anyone other than us or our authorized agents; (F) your continued use of the Software after we notify you to discontinue use due to such a claim; or (G) sale or use of the Software (1) in any country into which the U.S. has embargoed or restricted the export of goods or services or (2) to or by any person or entity who you know or have reason to know will utilize the Software or portion thereof in the design, development or production of nuclear, chemical or biological weapons; or (3) to or by 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.

7. Notice to U.S. Government End Users. 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 License may be incorporated, you may provide to a government end user or, if this License is direct, government end user will acquire, the Software and Documentation with only those rights set forth in this License. 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.

8. DISCLAIMER; LIMITATION OF REMEDY. EXCEPT FOR THE WARRANTIES SPECIFICALLY DESCRIBED HEREIN, WE AND OUR LICENSORS DISCLAIM ANY AND ALL WARRANTIES AND GUARANTEES, EXPRESS, IMPLIED OR OTHERWISE, ARISING, WITH RESPECT TO THE



SOFTWARE, PRODUCTS, 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. WE MAKE 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". WE HAVE 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 US AND OUR LICENSORS (A) FOR PERPETUAL LICENSED SOFTWARE LICENSED UNDER THIS LICENSE WILL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE AND (B) FOR SOFTWARE OTHER THAN PERPETUAL LICENSED SOFTWARE WILL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. WE AND OUR 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 YOU BY US, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, OUR LICENSORS WILL NOT HAVE ANY LIABILITY FOR ANY DIRECT DAMAGES OF ANY KIND UNDER THIS LICENSE. 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 LICENSE. 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.

9. Non-Production Use Software. If you purchase a Product or license Software designated as "non-production," "non-commercial," "lab" or "development" in the applicable Sales Documentation for such Product or Software ("Non-Production Software"), you may use the Non-Production Software to conduct testing and development in your non-production environment only and not to manage or protect data traffic or applications in the ordinary course of your business. You agree that any use of Non-Production Software in violation of the preceding sentence is a material breach of this License.

10. Evaluation Software. If the Software is "Evaluation Software," notwithstanding any other terms to the contrary in this License, you may use the Software only for your internal demonstration, test or evaluation purposes and not in a production environment. NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS LICENSE, WE DISCLAIM 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. You agree that you will not attempt to defeat or circumvent any duration mechanism for Evaluation Software. You also agree that you will not use any Evaluation Software beyond the prescribed license duration.

11. Software Hosted in a Public Cloud. If you use the Software in a public cloud environment, you may only use the Software in object code form in the cloud provider's ("Cloud Provider") environment. In accordance with section 3(e), you may not copy any portion of the Software out of the Cloud Provider environment. Each instance of the Software running in the Cloud Provider's environment requires its own license key when you are using a bring-your-own-license offering from the Cloud Provider. If you are using a utility offering (e.g., hourly) from the Cloud Provider, each instance is licensed and paid for separately within the Cloud Provider's infrastructure. IN ADDITION TO THE DISCLAIMERS SET FORTH IN SECTION 8 ABOVE, AND NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS LICENSE



OR ANY REPRESENTATIONS OR WARRANTIES OF THE APPLICABLE CLOUD OR SIMILAR ENVIRONMENT, SOFTWARE PROVIDED BY A CLOUD PROVIDER AND NOT OBTAINED FROM F5 IS PROVIDED “AS IS” AND POSSIBLY WITH FAULTS.

12. Termination. The license granted in Section 2 will automatically terminate if you fail to comply with any of the terms and conditions set forth herein. Upon termination or expiration of the license, you will stop all instances running in your private network and destroy any copies of the Software and Documentation in such network (and all copies or portions thereof) and stop all instances of the Software running in a public cloud (e.g., Azure, AWS).

13. ModSecurity Software. In connection with your Nginx Software license, you may have the option to license ModSecurity software (“ModSecurity Module”) as an optional add-on. The ModSecurity Module is not “Software” as such term is defined herein. If applicable, the ModSecurity Module will be provided by us with the applicable Nginx Software; provided that the licensing of the ModSecurity Module is subject to the terms set forth at <http://www.apache.org/licenses/LICENSE-2.0> and is not subject to the terms of this License. Therefore, we will have no liability with respect to the licensing and use of the ModSecurity Module, including, without limitation, any warranty or indemnification obligations. Notwithstanding the foregoing, we will provide support for the ModSecurity Module under the terms of this License. Notwithstanding any contrary provision in this License, support for the ModSecurity software will be provided as described in Section 14(a).

14. Support. Maintenance and support under this License is dependent upon the type of software licensed hereunder, as further described in this Section 14:

(a) Support for Nginx Software. During your Subscription Term, we will provide maintenance and support for all Nginx Software. Our maintenance and support obligations for the Nginx Software shall be subject to the support policies available at <http://nginx.com/legal/support-services-addendum/>.

(b) Unless provided as part of a subscription, support for All F5 Software. Maintenance and support of all F5 Software is not provided under this License and must be purchased separately subject to our support policies available at <http://www.f5.com/about/guidelines-policies/> and <http://askf5.com>. If you have purchased maintenance and support for a Product, the term Software under this License will include, subject to Section 3(c), all updates and corrections we make publicly available at no additional cost (collectively “Updates”); provided that you are otherwise entitled to access and use such Updates pursuant to the applicable maintenance and support contract. You may only use the Updates on Products for which you are the original end user or other Products which include F5 Software to which you hold a valid license, and only on equipment for which you have purchased maintenance and support. Permissible upgrades for virtual edition licenses are further described at <http://support.f5.com/kb/en-us/solutions/public/15000/600/sol15643.html>.

15. Professional Services. Professional and consulting services are not included as part of maintenance and support and are provided under a separate agreement or statement of work.

16. Data Collection and Sharing. Use of certain Software may include our access to your end users’ personal information (a) solely as required for our provision of such Software in accordance the applicable Documentation and (b) in accordance with the applicable Privacy Policy (available at <https://www.f5.com/company/policies/privacy-notice> for F5 Products and <https://www.nginx.com/privacy-policy> for Nginx Products). You consent and agree to such access and further agree that you are solely responsible for notifying your end users of the same and ensuring your privacy policy contemplates the sharing of such end-user information with third parties.

17. Governing Law and Dispute Resolution. This License shall be governed by and construed in accordance with the governing law (“Governing Law”), set forth in the table below corresponding to the



applicable licensing F5 entity, without regard to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, in whatever form adopted, will not apply to this License, is expressly and entirely excluded, and the parties specifically opt out of the application of such laws.

Entity:	Governing Law:	Seat of Arbitration:
F5 Networks Singapore Pte Ltd	The laws of Singapore	Singapore
F5 Networks Ltd. Nginx International Limited	The laws of England and Wales	London, England
F5 Networks, Inc. Nginx Software, Inc.	The laws of the State of Washington	Seattle, Washington

Except for Excluded Claims (defined below), all disputes arising out of or in connection with this License, including any question regarding its formation, existence, validity or termination, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Any dispute concerning the scope or applicability of this agreement to arbitrate shall be finally settled by the arbitrator(s). The seat, or legal place, of arbitration shall be as set forth in the table above corresponding to the applicable licensing F5 entity. The language of the arbitration shall be English. The arbitration award shall be final and binding on the parties, and the parties undertake to carry out any award without delay. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrator(s), all of its reasonable costs and fees.

Excluded Claims means any dispute, claim or action concerning the validity, enforceability, infringement, misappropriation or violation of our intellectual property rights or those of our Licensors and all such Excluded Claims shall be brought in any court of competent jurisdiction. Any provisions found to be unenforceable shall not affect the enforceability of the other provisions contained herein. This License constitutes the entire agreement between the parties with regard to its subject matter. No modification will be binding unless in writing and signed by the parties.

18. Open Source Components. Certain portions of the Software contain open source software ("Open Source Components") that are licensed under the terms of the applicable open source licenses. The terms of the applicable licenses of the Open Source Components take precedence over the terms of this License, only to the extent the terms of this License are not permitted by the applicable licenses of the Open Source Components. A listing of the Open Source Components can be found in the Documentation. To the extent the terms of the applicable licenses of the Open Source Components require us to make available to you the corresponding source code and/or modifications (the "Open Source Code"), you may obtain a copy of the applicable Open Source Code from its current location at <https://downloads.f5.com>, or by sending us a written request with your name and address to: F5 Networks, Inc., Attn: Office of the CTO, 801 5<sup>th</sup> Avenue, Seattle, WA 98104. All requests should identify: the Open Source Code that you are requesting, the applicable F5 product (and any available version information) that you have licensed from us in connection with the requested Open Source Code, your email contact information, and the postal address for delivery of the requested Open Source Code to you. This offer to obtain a copy of the Open Source Code is valid for three (3) years from the date you have licensed the Software.