

F5 NETWORKS
Silverline Master Services Agreement

This Master Services Agreement ("Agreement") is made and entered into as of the date of last signature below ("Effective Date") by and between F5 (as defined below) and the Customer set forth in the table below. In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that this Agreement shall be comprised of the terms and conditions set forth in this Agreement together with all exhibits and addendums entered into between the parties and attached hereto (each, an "Addendum"), and applies to the F5 Silverline Services ordered by Customer from F5 or an F5 Authorized Distribution Partner (as defined below), as applicable.

Customer Information

Customer:		Contact:	
Address:		Phone:	
		Email:	
		Fax:	

TERMS AND CONDITIONS

1. Definitions.

1.1. "Affiliates" means, with respect to either party, any individual, company, corporation, partnership or other entity, directly or indirectly, controlling, controlled by, or under common control with, such party, where "control" is defined as the ownership of at least fifty percent (50%) of the equity or beneficial interests of the entity.

1.2. "Customer Representatives" Customer's or its Affiliates' employees, consultants, agents, customers, suppliers or independent contractors.

1.3. "DDoS" means distributed denial of service.

1.4. "Excessive Use" of a Service shall have the meaning as set forth in the applicable Addendum for such Service.

1.5. "F5" means (a) F5 Networks Ltd. if the Customer's primary place of business is located in Europe, the Middle East or Africa ("EMEA"); (b) F5 Networks Singapore Pte Ltd if the Customer's primary place of business is located in the Asia-Pacific region ("APAC"); or (iii) F5 Networks, Inc. if the Customer's primary place of business is located in a region outside of EMEA or APAC.

1.6. "F5 Authorized Distribution Partner" means a reseller who is authorized by F5 to resell F5 Silverline Services.

1.7. "Order Schedule" means an order form entered into between the parties setting forth a description and related fees of the Silverline Service SKUs ordered by Customer from F5 pursuant to this Agreement.

1.8. "Personal Data" means the Personal Data made available to F5 as a result of the Services provided to Customer and has the meaning set forth in any applicable law pertaining to Personal Data, personal information, and/or personally identifiable information. Without limiting the foregoing, Personal Data means any information relating to an identified or identifiable person; an identifiable person is one who can be identified, directly or indirectly (including in combination with other information). For the purposes of this Agreement, Personal Data shall not be deemed to include any threat data in Customer traffic.

1.9. "Schedule" means an Order Schedule or a Service Schedule, as applicable.

1.10. "Services" or "Silverline Services" means the Silverline DDoS Protection Service; the Silverline Web Application Firewall Service; and/or any other services made available as Silverline Services from F5 from time to time, as applicable.

1.11. "Service Schedule" means a schedule entered into between the parties setting forth a description of the Silverline Service SKUs to be purchased by Customer from an F5 Authorized Distribution Partner and governed by this Agreement.

1.12. "Silverline DDoS Protection Service" means distributed denial of service protection service delivered through the F5 Silverline cloud-based platform.

1.13. "Silverline Web Application Firewall Service" means the web application firewall service delivered through the F5 Silverline cloud-based platform.

1.14. "SOC" means the F5 Silverline security operations center.

2. Services.

2.1. Description of Services. Upon execution of this Agreement and pursuant to the described in the terms and conditions contained herein and any applicable Addendums, F5 will provide to Customer the Services in accordance with the SKUs set forth in the applicable Schedule; provided, that Customer must order such SKUs for the Services from and pay applicable fees for such Services in accordance with Section 3 below. Customer may order Services for its Affiliates hereunder; provided, that Customer shall be responsible for the placing of orders for Services for its Affiliates and the performance and compliance of its Affiliates under the terms and conditions of this Agreement.

3. Ordering.

3.1. Ordering Through Distribution. Unless otherwise agreed in writing by F5, Customer will procure Silverline Services from an F5 Authorized Distribution Partner in accordance with this Agreement and the terms of sale by and between Customer and such F5 Authorized Distribution Partner. Customer will submit purchase orders to an authorized F5 Authorized Distribution Partner (a list of which is available from F5 upon request) and all terms relating to Silverline Services ordering, payment, taxes and fees will be as set

forth in Customer's agreement with such F5 Authorized Distribution Partner.

3.1.1. Taxes. As between Customer and F5, Customer will be responsible for the payment of all federal, state, county, or local taxes, fees, and other charges, including all applicable sales, use, VAT and other taxes, as well as all penalties and interest, with respect to Customer's purchase of the Silverline Service.

3.1.2. Service Schedule. Customer and F5 shall enter into a Service Schedule setting forth the description of the Silverline Services to be purchased by Customer from the F5 Authorized Distribution Partner.

3.2. Direct Purchases. In the event that F5 authorizes Customer to purchase directly from F5, the following provisions will apply and are only applicable where an order is processed by F5 directly, rather than an authorized F5 Authorized Distribution Partner.

3.2.1. Order Schedule. Customer and F5 shall enter into an Order Schedule setting forth the Silverline Services SKUs being purchased by Customer from F5. F5 will invoice Customer at the U.S. dollar prices for the Services set forth in the applicable Order Schedule and Customer shall pay such charges to F5 pursuant to the payment terms set forth in Section 3.2.2 below.

3.2.2. Payment/Billing. All fees shall be invoiced, in advance, upon execution of the applicable Order Schedule, unless otherwise specified therein. Subject to Section 3.2.3 below, payment terms are net 30 from date of invoice. Except as otherwise specifically set forth herein, (i) all fees are non-refundable; and (ii) suspension or termination of Services shall not relieve Customer of any payment obligations hereunder.

3.2.3. Credit Terms. F5 reserves the right to set Customer's credit terms in its sole discretion. If Customer is not extended credit by F5, Customer must pay F5 all fees in advance of commencement of the Services. If F5 grants Customer credit terms, then all invoices are due and payable within thirty (30) days following receipt of F5's invoice. F5 may change Customer's credit terms on written notice to Customer.

3.2.4. Billing Disputes. In the event that Customer, in good faith disputes any amount charged or invoiced hereunder, such dispute must be reported to F5 within thirty (30) days following receipt of invoice or the applicable statement, provided that in no event shall Customer withhold any fees not subject to a good faith dispute.

3.2.5. Taxes. Any amounts payable hereunder are exclusive of, and Customer shall be responsible for, all sales taxes, value added taxes, duties, use taxes, withholdings and other governmental assessments, excluding taxes based on the net income of F5, unless Customer provides to F5 a valid tax-exempt certificate.

3.2.6. Late Payments. Payment of fees not received when due, or that are refused by Customer's credit card or bank, shall be subject to a late charge at a rate equal to the lesser of 1.5% per month (18% per annum) or the highest rate permitted by law, plus all bank charges and costs of collection (including attorneys' fees). In the event that late payments are not paid in full within thirty (30) days following notice of delinquency, F5 may terminate or suspend the Services.

3.2.7. Price Changes. Fees are subject to change upon any renewal of the applicable Services. F5 shall notify Customer of the new fees for such Services approximately ninety (90) days before the end of the then-current Service Term.

4. Excessive Use. F5 will monitor Customer's use of the Services for Excessive Use. In the event that usage of the Services by Customer is deemed Excessive Use, as measured by F5, Customer agrees to negotiate in good faith with F5 to amend the applicable Schedule or enter into a new Schedule, as applicable, to increase the capacity of such Services to cover such Excessive Use and shall place additional orders for the Service as set forth in the amended and/or new Schedule, as applicable.

5. Term & Termination.

5.1. Term.

5.1.1. Agreement Term. Unless terminated earlier in accordance with this Agreement, this Agreement shall commence on the Effective Date, and shall continue unless terminated by either party by providing thirty (30) days written notice of such termination to the other party (the "Term"). Customer shall only be allowed to place new orders for Silverline Services during the Term.

5.1.2. Service Term. The term for any Service provided hereunder (the "Service Term") will have the term as applicable for the SKU ordered and paid for by the Customer, unless earlier terminated pursuant to the terms of this Agreement, and shall start on the Subscription Start Date (as defined below). "Subscription Start Date" shall mean (i) with respect to an initial order of a Service, the date that F5 has approved the purchase order for such Services, which date shall be no later than fifteen (15) business days following the date that F5 has received both (a) a fully executed copy of this Agreement, including all applicable Addendums, and (b) the applicable purchase order meeting F5's standard booking requirements; provided, that Customer may request a Subscription Start Date that is later than the date provided in this Subsection 5.1.2(i) if such later Subscription Start Date, clearly labeled as such, is set forth in the applicable purchase order; and (ii) with respect to a renewal of a Service, the day immediately following the last day of the prior Service Term for such Service.

5.1.3. Service Term – Under Attack. Notwithstanding the foregoing, if the Customer is ordering a Service while Customer is under a DDoS attack, the Subscription Start Date shall be the date that F5 has received a fully executed copy of this Agreement, including all applicable Addendums, and commences provision of the Service, and Customer hereby acknowledges and agrees that it is obligated to promptly place an order for such Service with F5 or an F5 Authorized Distribution Partner, as applicable, and pay applicable fees for such Service.

5.2. Suspension. F5 may temporarily suspend access to the Services by providing prior written notice to the Customer in the event that (i) Customer has not paid the applicable fees for the Services and is in payment default under Section 3.2 of this Agreement or pursuant to Customer's agreement with the F5 Authorized Distribution Partner, if applicable; (ii) Customer is in material breach of any of its obligations; (iii) Customer is utilizing Services in a manner identified as Excessive Use and Customer fails to execute additional purchase of appropriate Services within ten (10) business days of Customer receipt of F5's notice of such Excessive Use; or (iv) for any

other reason as set forth in the applicable Addendum or the Silverline Services acceptable use policy available as document no. 49604758 located at <https://support.f5.com/kb/en-us.html> ("Acceptable Use Policy").

5.3. Termination by either Party. This Agreement and/or any Service Term may be terminated (i) by either party upon thirty (30) days prior written notice in the event of a material breach of a material provision of this Agreement or the applicable Services by the other party which is not cured within such period; or (ii) by either party, immediately, if the other shall seek protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable insolvency proceeding, or if any such insolvency proceeding is instituted against the other (and not dismissed within 120 days). Termination of certain Services for cause pursuant to subsection 5.3(i) above will not affect any other Services then in effect. In the event that Customer terminates a Service Term for F5's material breach in accordance with Section 5.3(i) above, F5 shall promptly refund, or cause the F5 Authorized Distribution Partner to promptly refund, to Customer a pro-rata amount of any unused fees prepaid by Customer in relation to such terminated Service, calculated from the date of termination.

5.4. Modification or Termination of Services. F5 reserves the right, in its sole and absolute discretion, to improve any aspect of the Services without notice. F5 reserves the right upon at least thirty (30) days prior written notice, in its sole and absolute discretion, to discontinue or reduce functionality of any aspect of the Services. In the event of any material, adverse termination or modification, Customer shall have the right to terminate the applicable Service within thirty (30) days following receipt of notice from F5 of such changes. Customer's failure to provide written notice of the termination of the applicable Service within such period shall be deemed to be acceptance by Customer of such Services as modified or discontinued. In the event that Customer provides a termination notice in accordance with this Section 5.4, F5 shall promptly refund, or cause the F5 Authorized Distribution Partner to promptly refund, to Customer a pro-rata amount of any unused fees prepaid by Customer in relation to such terminated Service, calculated from the date of termination. Such refund will be Customer's sole and exclusive remedy for any termination of a Service pursuant to this Section 5.4.

5.5. Effects of Termination. Upon termination of this Agreement, no new Services may be ordered under this Agreement. The termination or expiration of this Agreement shall not affect any Service Term then in effect, which shall continue to be governed by the terms and conditions of this Agreement until the termination or expiration of such Service Term. Upon termination of any Service Term, Customer's access to the applicable Services shall immediately cease. In addition to the survival of the terms of this Agreement with respect to any Service Term then in effect, Sections 1, 5.5, 6, 8.4, 8.5, 9, 10.3, 11, 12, and 13 shall survive any expiration or termination of this Agreement. Termination is not the sole remedy under this Agreement and, whether or not termination is effected, all other remedies will remain available.

6. Confidential Information.

6.1. Definition. Each party agrees that the business, technical, financial and other information, including without limitation, all software, source code, inventions, algorithms, techniques, methodologies, schematics, know-how, analyses, trade secrets, technical data, strategic planning, marketing data, databases, drawings, models, performance information and ideas and the terms and conditions of this Agreement, that is either designated in writing as confidential, or by the nature of the circumstances a reasonable person would treat as confidential, shall be the confidential property of the disclosing party and its licensors ("Confidential Information"). Confidential Information does not include information that (i) is previously rightfully known to the receiving party without restriction on disclosure, (ii) is or becomes known to the general public, through no act or omission on the part of the receiving party, (iii) is disclosed to the receiving party by a third party without breach of any separate nondisclosure obligation, or (iv) is independently developed by the receiving party without resort to the Confidential Information of the disclosing party.

6.2. Confidentiality. The receiving party will hold in confidence, using reasonable measures to protect, and not use any Confidential Information except in connection with its obligations and rights under this Agreement and shall not disclose the Confidential Information to any third party except to its employees, consultants, independent contractors and agents who have a need to know in connection with this Agreement and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

6.3. Return of Confidential Information. Upon the disclosing party's request, all of the Confidential Information (including any copies) will be returned to the disclosing party, and receiving party will make no further use of such materials; provided, however that the receiving party will not be obligated to delete electronic Confidential Information stored in any disaster recovery or back-up/archival storage in accordance with its policies, provided that any such retained Confidential Information will continue to be subject to the terms of this Section 6.

6.4. Permitted Disclosure. If required by law or government order of competent jurisdiction, the receiving party may disclose Confidential Information of the disclosing party, but will give adequate prior notice of such disclosure to the disclosing party (unless prohibited by law or government order) to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor.

6.5. Relief. Money damages may not be an adequate remedy if this Section 6 is breached and, therefore, either party shall, in addition to any other legal or equitable remedies, be entitled to seek an injunction or other equitable relief against such breach or threatened breach without the necessity of posting any bond or surety.

7. Security.

7.1. Security Standard. During any period when F5 is providing Silverline Services to Customer, F5 shall ensure that it has put in place a security program related to the applicable Silverline Services that complies with the Payment Card Industry Data Security Standard (PCI-DSS) or any similar industry security standard. Upon Customer's request, which request shall not be made more than once in any twelve (12) month period, F5 shall provide Customer a PCI-DSS, or other similar security standard, attestation of compliance

("AOC") applicable to the Silverline Services provided hereunder. Reports of compliance/audit reports are not provided to any customers.

7.2. Security Assessment. At Customer's request, but no more than once in any twelve (12) month period, F5 will (i) submit written responses to questions regarding its privacy and information security practices that apply to Customer data; and (ii) upon thirty (30) days advance written notice, permit Customer access to F5 security personnel to conduct interviews regarding a privacy and security assessment of F5's procedures as they relate to the integrity of Customer data and to the systems that support and transmit Customer data.

7.3. Restrictions. F5 shall not be required to provide (i) physical or network access to F5's Silverline security systems, (ii) documentation to provide evidence of compliance other than applicable AOCs, (iii) F5's costs of providing the Silverline Services, (iv) any results of security vulnerability assessments; or (v) any information to the extent that providing such information is a violation by F5 of applicable laws or regulations; confidentiality obligations to its customers; or security certifications; or if such disclosure would hinder law enforcement's investigation into a security event.

8. Customer and Personal Data.

8.1. In providing the Services under this Agreement, Customer understands and agrees that it is the data controller of Personal Data for the purposes of applicable laws. The term "data controller" means the party that controls the purposes and the means of the data processing of Personal Data, and includes the definitions given under the EU Directive 95/46/EC and other applicable laws. Customer shall comply with all applicable state, federal, international, and provincial laws, rules and regulations applicable to the Services and Personal Data provided under the Agreement.

8.2. Customer agrees that it shall: (i) not disclose any Personal Data or other information to F5, if such disclosure would violate any applicable law, rule or regulation; (ii) not request F5 to use, disclose or otherwise process Personal Data or other information in any manner that would not be permissible under any applicable law, rule or regulation, if such use or disclosure or other processing were done by F5; (iii) disclose to F5 only the minimum amount of Personal Data reasonably necessary for F5 to perform the Services under the Agreement; and (iv) where practicable and commercially reasonable, de-identify any such Personal Data before making it available to F5.

8.3. Any Customer data, including Personal Data, collected by F5 or which F5 has access to as a result of the Services shall be used only to provide the Services, service Customer's account, and provide Customer with information on F5 products and services.

8.4. F5 may also use Aggregated Data (as defined below) from the Services as part of research to improve F5's products and services, develop new features, products, services, tools, and content, and for market research. "Aggregated Data" means Customer data and usage information that has been stripped of all Personal Data, all data that would be considered restricted under applicable laws, regulations, and F5's security standards, and any information that identifies the Customer or Customer's end-users.

8.5. Certain Silverline Services may offer Customer a configurable option to receive log data that may include Customer data (including Personal Data) and other data specific to Customer's use of the Silverline Services (collectively, "Log Data"). Customer may use Log Data, to the extent received from F5, only for Customer's lawful, internal cybersecurity analysis/auditing purposes. Customer is responsible for proper security of any Log Data it receives. Subject to the process for indemnification set forth in Section 12.3 below, Customer will indemnify and defend F5, and its Affiliates and their respective officers, directors and employees from any third party claim brought against F5 based upon a claim arising out of or alleging Customer use of Log Data exceeding the rights to Customer granted herein.

9. Ownership & Restrictions.

9.1. Ownership. F5 and its suppliers and licensors retain all right, title and interest in and to the Services and any software or other technology used by F5 in the provision of the Services and all modifications and derivative works thereof; all trademarks, names, logos; and all documentation for the Services, including without limitation, all rights to patent, copyright, trade secret and other intellectual property rights.

9.2. Grant of Right. Subject to the terms and conditions of this Agreement and any restrictions contained in the applicable Acceptable Use Policy, F5 grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to use the Services only (i) in accordance with the applicable documentation (ii) for Customer's internal business purposes, and (iii) during the applicable Service Term.

9.3. Misuse. Customer agrees (on behalf of itself and of any Customer Representatives) to use the Services for lawful purposes only. Without limiting the foregoing, breach of the Acceptable Use Policy shall be deemed impermissible uses of the Services ("Misuse") and shall constitute a breach of this Agreement by Customer. Customer agrees to use reasonable efforts to cooperate with F5 to resolve any Misuse.

9.4. Restricted Rights. If Customer uses the Services and documentation by or for any unit or agency of the United States Government, this provision applies. The Services and any related documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the United States Government is subject to the restrictions set forth in FAR 12.212 and DFAR 227.7202.

10. Representations, Warranties & Disclaimers.

10.1. Customer Representations and Warranties. Customer hereby warrants, represents and covenants as follows: (i) in the performance of its obligations and use of the Services (by Customer and any Customer Representatives) and with respect to the information and other data (including Personal Data) that it transmits, processes and receives in connection with the use of the Services provided hereunder, Customer will at all times during the term comply with all applicable laws and will not infringe the proprietary rights or privacy rights of any third parties; (ii) when using the Services (or allowing others to use the Services including

its end users) it will comply with the Acceptable Use Policy; and (iii) it does not currently provide services that compete with the Services and will not at any time in the future use any of the Services or any other Confidential Information for the provision of any services that compete with the Services.

10.2. F5 Limited Warranty. F5 warrants to Customer that it will provide the Services in a manner that substantially conforms to the documentation for the applicable Services. F5's obligations shall not extend to problems that result from: (i) Misuse of the Services or other use of the Services in violation of this Agreement or not in accordance with the documentation therefor; or (ii) failures which are caused by Customer's software or other software, hardware or products not licensed or provided hereunder. For any Services not in conformance with this Section 10.2, F5 will, at its cost, correct the non-conformity or, if F5 fails to correct the non-conformity within thirty (30) days after Customer's written notice, for Customer to terminate the affected Service. In the event that Customer provides a termination notice in accordance with this Section 10.2, F5 shall promptly refund, or cause the F5 Authorized Distribution Partner to promptly refund, to Customer a pro-rata amount of any unused fees prepaid by Customer in relation to such terminated Service, calculated from the date of termination. The foregoing states Customer's exclusive remedy, and F5's sole liability arising in connection with the limited warranties herein.

10.3. Disclaimer. EXCEPT AS OTHERWISE STATED HEREIN, THE SERVICES AND ANY DATA PROVIDED AS A RESULT OF THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND NEITHER F5, ITS LICENSORS, NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTIES, AND HEREBY DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, CORRECTNESS OR RELIABILITY, REGARDING THE USE AND RESULTS OF THE SERVICES OR ANY DATA PROVIDED AS A RESULT OF THE SERVICES, OR THAT USE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, AND ALL WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE.

11. Limitations.

11.1. EXCEPT FOR A PARTY'S OBLIGATIONS UNDER SECTION 12 (INDEMNIFICATION) OR A PARTY'S MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER (A) CUSTOMER NOR (B) F5, ITS LICENSORS, AND ITS SUPPLIERS, WILL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (I) ANY AMOUNTS IN EXCESS, IN THE AGGREGATE, OF THE FEES PAID BY CUSTOMER HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING SUCH CLAIM IN RESPECT OF SUCH SERVICES, PROVIDED THAT F5'S LICENSORS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DAMAGES WHATSOEVER; (II) ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, DATA OR DATA USE OR WEBSITE OR NETWORK DOWNTIME; (III) FOR LOSS, INACCURACY, OR CORRUPTION OF DATA OR INTERRUPTION OF USE; OR (IV) ANY MATTER BEYOND THEIR REASONABLE CONTROL.

11.2. CUSTOMER RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND THEREFORE ARE NOT SUBJECT TO THE CONTROL OF F5 (SUCH NETWORKS BEING "NON-CONTROLLED NETWORKS"). MALFUNCTION OR CESSATION OF INTERNET SERVICES BY INTERNET SERVICE PROVIDERS OR OF ANY OF THE NETWORKS THAT FORM THE INTERNET MAY MAKE THE SERVICES TEMPORARILY OR PERMANENTLY UNAVAILABLE. CUSTOMER AGREES THAT F5 SHALL NOT HAVE ANY LIABILITY WHATSOEVER WHEN THE SERVICES ARE TEMPORARILY OR PERMANENTLY UNAVAILABLE DUE TO NON-AVAILABILITY OF NON-CONTROLLED NETWORKS INCLUDING DUE TO MALFUNCTION OR CESSATION OF INTERNET SERVICES BY NETWORK(S) OR INTERNET SERVICE PROVIDERS NOT SUBJECT TO THE CONTROL OF F5, OR DUE TO ANY ACCIDENT OR MISUSE BY CUSTOMER. F5 SHALL NOT BE LIABLE TO CUSTOMER FOR ANY BREACH OF SECURITY ON CUSTOMER'S NETWORK, SYSTEM OR EQUIPMENT, OR FOR ANY LOSS OR THEFT OF INFORMATION TRANSMITTED OVER THE INTERNET OR STORED ON COMPUTERS DIRECTLY CONNECTED TO THE INTERNET EXCEPT WHERE SUCH BREACH, LOSS OR THEFT IS CAUSED BY F5'S WILFUL MISCONDUCT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12. Indemnification.

12.1. Customer Indemnification. Customer will indemnify and defend F5, and its Affiliates and their respective officers, directors and employees from any claim brought against F5 by an unaffiliated third party based upon a claim arising out of or alleging (i) breach by Customer or any Customer Representative of the Acceptable Use Policy, or (ii) willful misconduct of Customer or Customer Representatives.

12.2. F5 Indemnification. F5 will indemnify and defend Customer and its Affiliates and their respective officers, directors and employees from any claim brought against Customer by an unaffiliated third party based upon a claim arising out of or alleging (i) willful misconduct of F5; or (ii) subject to the restrictions set out in subsection 12.2.1 below, that the Service infringes a valid patent, trademark or copyright in any country where such Service is provided by F5 to Customer or misappropriates a third party trade secret enforceable in any country where such Service is provided by F5 to Customer. 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.

12.2.1. Restrictions. F5 will have no liability for any claim of infringement based on (i) use of the Services in combination with equipment, services or software not supplied by F5 where the Services would not itself be infringing; (ii) Services that have been altered or modified in any way by anyone other than F5 or its authorized agents; (iii) use of the Services in an application or environment not described in the documentation; (iv) services, software or technology not developed by F5; (v) supply or use of the Services in any country into which the U.S. has embargoed or restricted the export of goods or services; (vi) supply or use of

the Services to or by any person or entity who Customer knows or has reason to know will utilize the Services or portion thereof in the design, development or production of nuclear, chemical or biological weapons; or (vii) supply of the Services to or use of the Services 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.

12.2.2. If, in F5's reasonable opinion, the Services infringe or are likely to infringe, F5 will have the right, at its option and expense, (i) to obtain for Customer rights to use the Services, (ii) to modify the Services so that they become non-infringing, or (iii) to accept termination of the Services in exchange or for a credit not to exceed the pro-rata pre-paid fees paid by Customer for such Services not delivered.

12.2.3. This Section 12.2, subject to process requirements set forth in Section 12.3 below, states the exclusive liability of F5 to Customer concerning infringement.

12.3. Process for Indemnification. The indemnifying party will pay costs and damages finally awarded against the indemnified party, or agreed in settlement by the indemnifying party 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 (i) the indemnified party notifies the indemnifying party in writing of such claim promptly following receipt of notice provided that any delay in providing such notice shall not impact the indemnifying party's obligations hereunder except to the extent that the indemnifying party is materially prejudiced by such delay, (ii) the indemnifying party has sole control of the defense and settlement negotiations, (iii) the indemnified party provides indemnifying party all non – privileged information and communications received by the indemnified party concerning such claim and (iv) the indemnified party provides reasonable assistance to the indemnifying party when requested. The indemnified party will have the right to participate in the defense with counsel of its own choosing at its expense provided that such representation does not interfere with indemnifying party's right to control the defense.

13. General.

13.1. Relationship of Parties. The parties hereto shall each be independent contractors in the performance of their obligations under this Agreement, and nothing contained herein shall be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

13.2. Notices. Notices under this Agreement shall be sufficient only if in writing and sent by email to the address listed above, personally delivered, delivered by a major commercial rapid delivery courier service or mailed by certified or registered mail, return receipt requested and addressed, if to Customer to the address first set forth above, and in the case of F5, to the addresses set forth opposite the applicable F5 entity below, or as amended by notice pursuant to this subsection.

<u>F5 entity:</u>	<u>Address for Notices:</u>	<u>With a copy to:</u>
F5 Networks, Inc.	F5 Networks, Inc. Attn: Legal Dept. 401 Elliott Ave. West Seattle, WA 98119 USA	
F5 Networks Ltd.	F5 Networks, Ltd. Attn: Legal Dept. Chertsey Gate West 43-47 London Street Chertsey Surrey KT16 8AP United Kingdom	F5 Networks, Inc. Attn: Legal Dept. 401 Elliott Ave. West Seattle, WA 98119 USA
F5 Networks Singapore Pte Ltd	F5 Networks Singapore Pte Ltd Attn: Legal Dept. 5 Temasek Boulevard #08-01/02/05 Suntec Tower 5 Singapore 038985 Singapore	F5 Networks, Inc. Attn: Legal Dept. 401 Elliott Ave. West Seattle, WA 98119 USA

13.3. Force Majeure. If either party is unable to perform any of its obligations under this Agreement, other than payment obligations, due to any cause beyond the reasonable control of such party, the affected party's performance shall be extended for the period of its inability to perform due to such occurrence.

13.4. Export Control. Customer shall comply with the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions and regulations of the U.S. Department of Commerce, and any other applicable U.S. and foreign authority.

13.5. Headings. Headings and captions used in this Agreement are for convenience only and are not to be used in the interpretation of this Agreement.

13.6. Assignment. This Agreement and the rights and obligations herein may not be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party. Notwithstanding the foregoing, F5 may transfer this Agreement or any part thereof to an Affiliate without Customer's consent and either party may assign this Agreement, as a whole, but not in part, without the other party's consent, in connection with any merger, consolidation, sale of all or substantially all of the assigning party's assets, or any other similar transaction; provided, that (i) each party shall provide written notice to the other party of any permitted

assignment hereunder; and (ii) the assignee (a) is capable of fully performing the obligations of the assignor under this Agreement; and (b) agrees to be bound by the terms and conditions of this Agreement. Any assignment in violation of this provision is void and without effect. In the case of any permitted assignment or transfer of or under this Agreement, this Agreement or the relevant provisions shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties.

13.7. Governing Law. This Agreement will be governed and construed in accordance with the following governing law ("Governing Law") depending on the applicable F5 entity who is a party to this Agreement, without regard to its choice of law rules, and without regard to the Uniform Computer Information Transactions Act or the United Nations Convention on Contracts for the International Sale of Goods, 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 F5 entity.

<u>F5 entity:</u> F5 Networks, Inc.	<u>Governing Law:</u> The laws of the State of Washington	<u>Venue:</u> Seattle, Washington
F5 Networks Ltd.	The laws of England and Wales	London, England
F5 Networks Singapore Pte Ltd	The laws of Singapore	Singapore

13.8. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement otherwise remains in full force and effect and enforceable.

13.9. Entire Agreement. This Agreement together with all the Addendums hereto, constitute 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.

13.10. Waiver. No provision of, right or privilege under this Agreement shall be deemed to have been waived by any act, delay, omission or acquiescence on the part of any party, its agents or employees, but only by an instrument in writing duly executed by both parties. No waiver by any party of any breach or default of any provision of this Agreement by the other party shall be effective as to any other breach or default, whether of the same or any other provision and whether occurring prior to, concurrent with, or subsequent to the date of such waiver.

13.11. Modification. No modification of this Agreement shall be effected by either party's use of any order form, purchase order, acknowledgement, shrinkwrap, boxtop, or clickwrap license, or other form containing additional or different terms. This Agreement may only be modified by an instrument in writing duly executed by both parties, making specific reference to this Agreement and the clause to be modified.

13.12. No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer upon any third party, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

13.13. Authorization of Signatories. The individuals executing this Agreement on behalf of the Customer and F5 do each hereby represent and warrant that they respectively have been and are on the Effective Date duly authorized to execute this Agreement on behalf of their respective principals.

13.14. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall constitute the same instrument.

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

CUSTOMER: _____

Choose an item.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

F5 NETWORKS
Silverline Master Services Agreement – DDoS Protection Service Addendum

This DDoS Protection Service Addendum (“DDoS Addendum”) is made and entered into as of the date of last signature below (the “DDoS Addendum Effective Date”) by and between F5 and the Customer and pertains to and is made a part of the Silverline Master Services Agreement by and between F5 and Customer dated as of _____, 201__ (the “Agreement”). In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that this DDoS Addendum shall apply to any F5 Silverline DDoS Protection Services ordered by Customer which are governed by the Agreement. All undefined capitalized terms herein shall have the meanings ascribed to such terms as set forth in the Agreement. If any terms of this DDoS Addendum are inconsistent with the terms of the Agreement, then the terms of this DDoS Addendum shall control.

TERMS AND CONDITIONS

14. Additional Definitions.

14.1. “Always Available” means a Silverline DDoS Protection Service where all prerequisite configuration elements are established and the Customer determines when to, and takes action to, divert their traffic to the Silverline DDoS Network for DDoS mitigation.

14.2. “Always On” means a Silverline DDoS Protection Service where the Customer’s applicable traffic protected from attack is continuously directed to the Silverline DDoS Network for DDoS monitoring and mitigation.

14.3. “Clean Bandwidth” means the highest sample of bandwidth measured at the 95th percentile for each calendar month identified as traffic returned to, or received from, the Customer premises after the Silverline DDoS Protection Services mitigation methods are applied. This is calculated via no greater than 5 minute samples.

14.4. “Data Center” means a single physical location or a virtual construct that is used to centralize computing resources. A data center may support multiple applications, or IP Subnets. For the Silverline DDoS Protection Service, 4 clean traffic return paths will be configured for each Customer Data Center (e.g. GRE tunnels).

14.5. “Router Monitoring” means that F5 will monitor for Layer 3-4 DDoS events while services are not running through the Silverline DDoS Network. Router Monitoring requires the Customer to appropriately configure the identified routers to send flow data to F5 for the purpose of monitoring traffic for DDoS events. The quantity of Router Monitoring SKUs will be determined by the number of Customer routers which are being monitored by F5.

14.6. “Silverline DDoS Network” means the IP network owned by F5 related to the Silverline DDoS Protection Service, and the system(s) (servers, and associated software) deployed by F5 for the delivery of the Silverline DDoS Protection Service. The Silverline DDoS Network does not include client-side web-based user interfaces, zone/data transfer mechanisms, client-side web servers, application programming interfaces (API), or other Customer accessible data manipulation software, Internet connectivity provided by third parties, the telecommunications means between the servers, nor the Internet routes between servers.

14.7. “Virtual IP or VIP” means an IP address configuration provided to a Customer by F5 which includes an IP address allocated by F5 used to process and transmit traffic to defined Customer origin(s) within its Data Center. The VIPs are used in a Proxy deployment to enable communication from the Internet to Silverline and then to the Customer’s application within their Data Center.

15. Excessive Use. For the purpose of Section 4 of the Agreement, “Excessive Use” shall mean usage of the Silverline DDoS Protection Service by Customer is in excess of that provided for in the applicable Schedule, as measured by F5 herein. For purposes of determining excessive use, bandwidth will be calculated as: collecting 5 minute samples over a calendar month based on traffic that is transmitted or received between the Silverline DDoS Network and Customer’s network, discarding major distributed denial of service traffic spikes, sorting the samples from largest to smallest, discarding the top (highest) 5 percent of samples, and selecting the remaining highest single sample. The selected sample determines the bandwidth at the 95th percentile value.

16. Additional Disclaimers and Limitations. SILVERLINE DDOS PROTECTION SERVICES PROVIDE PROTECTION ONLY IN ACCORDANCE WITH THE SPECIFICATIONS CONTRACTUALLY ASSOCIATED WITH THE APPLICABLE SILVERLINE DDOS PROTECTION SERVICE PER THE SKUS ON THE APPLICABLE SCHEDULE(S), SUBJECT TO CUSTOMER ORDERING SUCH SKUS FROM AND PAYING APPLICABLE FEES FOR SUCH SERVICES IN ACCORDANCE WITH THE APPLICABLE PAYMENT TERMS, INCLUDING SPECIFICATIONS ON CLEAN BANDWIDTH, NUMBER OF DATA CENTERS, NUMBER OF VIPS, ROUTER MONITORING QUANTITY AND WHETHER SUCH SERVICES ARE ALWAYS ON OR ALWAYS AVAILABLE.

17. Service Level Agreement. F5 commits to the service levels for the Silverline DDoS Protection Service as set forth and pursuant to the terms and conditions contained in Exhibit 1 attached hereto (“DDoS Service Level Agreement”).

18. General.

18.1. Authorization of Signatories. The individuals executing this Agreement on behalf of the Customer and F5 do each hereby represent and warrant that they respectively have been and are on the DDoS Addendum Effective Date duly authorized to execute this Agreement on behalf of their respective principals.

18.2. Counterparts. This DDoS Addendum may be executed in one or more counterparts, all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have executed this DDoS Protection Service Addendum as of the DDoS Protection Service Addendum Effective Date.

CUSTOMER: _____

By: _____

Name: _____

Title: _____

Date: _____

F5 NETWORKS, INC.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1
DDoS SERVICE LEVEL AGREEMENT

This DDoS Service Level Agreement is hereby incorporated into the DDOS Addendum between F5 and the Customer. Capitalized terms used in this Exhibit and not otherwise herein defined shall have the respective meanings set forth in the Agreement or the DDOS Addendum, as applicable.

Service Level Agreement	Service Level Description	Remedy	
99.999% Uptime	99.999% Availability of Silverline DDoS Protection Service to mitigate attacks. Subject to conditions listed in Section 1 (Service Level Agreement Conditions) below.	Based on duration of Service Outage, Customer is entitled to the Service Credits defined the table below:	
		Service Outage Duration	Service Credits
		> 60 consecutive seconds	2 Days
		> 60 consecutive minutes	5 Days
		> 24 consecutive hours	10 Days
Time to Notify (TTN) – 15 minutes	Maximum time allowed for F5 to notify Customer they are experiencing an attack incident. Subject to conditions listed in Section 1 (Service Level Agreement Conditions) below.	Customer is entitled to 1 day service credit per violation.	
Time to Mitigate (TTM) – 15 minutes	Maximum time allowed for F5 to begin DDoS attack mitigation. Subject to conditions listed in Section 1 (Service Level Agreement Conditions) below.	Customer is entitled to 1 day service credit per violation.	
Support Escalation	Attack incidents will be escalated to Tier-2 and to Tier-3 Support within 15 minutes. Subject to conditions listed in Section 1 (Service Level Agreement Conditions) below.	Customer is entitled to 1 day service credit per violation.	

1. Service Level Agreement (“SLA”) Conditions.

1.1 99.999% Uptime. Periods caused by Special Unavailability are not included in this SLA. 99.999% Uptime describes the Silverline DDoS Network as being available to provide Silverline DDoS Protection Services.

1.2 Time to Notify. Customer must have current Silverline Always-On or Router Monitoring service subscription.

1.3 Time to Mitigate. “Time to Mitigation” for:

1.3.1 *Always Available Silverline DDoS Protection Services*, means the elapsed amount of time beginning when Customer’s traffic begins transiting the Silverline DDoS Network and ending when the first mitigation is applied.

1.3.2 *Always On Silverline DDoS Protection Services*, means the elapsed amount of time beginning when a DDoS alert has been generated and recorded in the F5 User Portal and ending when the first mitigation is applied.

1.4 SLA Monitoring. SLA monitoring is achieved by tools used by the F5 Silverline Security Operations Center (SOC).

1.5 Authorization to Mitigate. Customer inherently consents to F5 performing mitigation actions on Customer’s traffic when transiting the Silverline DDoS Network. Customers must provide written, explicit communication (including electronic) of any exceptions to this consent.

2 SLA Definitions.

2.1 “Attack Incident” is when a DDoS attack targeted at a Silverline DDoS Protection Service customer has been identified and validated by the F5 Silverline Service.

2.2 “Service Outage” means that the Silverline DDoS Network did not respond to DNS or HTTP queries for more than 60 consecutive seconds, except for Special Unavailability.

2.3 “Special Unavailability” means unavailability of any Services due to (i) violations of the Acceptable Use Policy; (ii) other negligent or unlawful acts by Customer or Customer Representatives; (iii) problems with Customer’s domain name registrar or DNS Provider; (iv) network unavailability, including telecommunications failures, outside of the Silverline DDoS Network; (v) problems with Customer’s servers, hardware or software; (vi) events of force majeure pursuant to Section 13.3 of the Agreement; or (vii) F5 suspending the Service pursuant to Section 5.2 of the Agreement. Whether Special Unavailability is present shall be determined solely by F5 in its good faith discretion supported by records, data and other evidence collected by F5 or provided by Customer.

2.4 “Tier-2 Support” means security engineering specialists trained to identify most DDoS attack incidents, apply mitigations, and fully manage an attack with the customer.

2.5 “Tier-3 Support” means involvement of engineering specialists to identify and verify all DDoS attack incidents and begin mitigation.

3 Service Credit Reporting and Availability.

3.1 Provided Customer reports a qualifying failure to meet an SLA to F5 in writing immediately upon the occurrence of an event of interruption in Service that Customer believes is a Service Outage, but in any event no later than fifteen (15) days after the event took place, Customer shall be entitled to receive a Service Credit in accordance with this Section 3. Whether an interruption in Services constitutes a Service Outage shall be determined solely by F5 in its good faith discretion supported by records, data and other evidence collected by F5 or provided by Customer.

3.2 Availability of Service Credits. Service Credits shall not be available in respect of (i) the first fifteen (15) days following commencement of a new Silverline DDoS Protection Service, (ii) Special Unavailability, or (iii) Service Outages for which Customer does not request Service Credits within fifteen (15) days following the occurrence of such Service Outage.

3.3 Application of Service Credits. Any Service Credit shall be applied as an extension in days to the current Service Term for the affected Silverline DDoS Protection Services.

3.4 Additional Termination Rights. In addition to the termination rights set forth in the Agreement, Customer shall have the right to terminate the Silverline DDoS Protection Service without penalty in the event that:

3.4.1 a particular Service Outage reported by Customer lasted for forty-eight (48) or more consecutive hours; or

3.4.2 Service Outages (each lasting at least 60 consecutive minutes) occur on any five (5) days in any ninety (90) day period.

In the event that Customer provides a termination notice in accordance with this Section 3.4, F5 shall promptly refund, or cause the F5 Authorized Distribution Partner to promptly refund, to Customer a pro-rata amount of any unused fees prepaid by Customer in relation to such terminated Silverline DDoS Protection Service, calculated from the date of termination.

4 Exclusive Remedy. With exception of any remedies available to Customer in the Agreement and/or at law where the same event giving rise to such Service Outages and/or any other interruptions or failures of Services also constitute a breach under the Agreement, these Service Credits and the termination rights set forth in Section 3.4 above (including the pro-rata refund) set forth Customer’s sole and exclusive remedy for Service Outages.

THIS SERVICE LEVEL AGREEMENT DEFINES A SERVICE ARRANGEMENT AND NOT A WARRANTY. THE SERVICES ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE APPLICABLE AGREEMENT. THESE SERVICE LEVELS DO NOT CHANGE OR SUPERSEDE ANY TERM OF ANY SUCH AGREEMENT.