

# F5 Unity+ Partner Program Benefit Overview: Citrix & VMware Takeout Program for WW Resellers

Global: October 2023-March 2024

All approved F5 Unity+ Partner Program channel partners in good standing are eligible ("**Eligible Partners**") for the Citrix & VMware Take Out Program as a benefit ("**Benefit**"). The Citrix & VMware Take Out Program is designed to reward Eligible Partners whose teams initiate qualified Citrix takeout opportunities or qualified VMware takeout opportunities, during the specified timeframe on F5's fiscal calendar.

## Partner Eligibility

To be eligible for the Citrix & VMware Take out Program Benefit, partner must:

1. Be approved Partner in good standing within the Unity+ Partner Program
2. Meet all current Unity+ Partner Program requirements and obligations
3. Meet all Benefit Criteria, as defined below

## Benefit Criteria

- **Compliance with Unity+ Partner Program Requirements.** Eligible Partner must at all times comply with all Unity+ Partner Program Terms. For example, Eligible Partner may not be the subject of any legal investigation, regulatory or enforcement action involving a violation of ethics, bribery and corruption, and must remain compliant with all requests related to F5 due diligence concerning Eligible Partner's membership of the Unity+ Partner Program.

## Qualifying Business

Not all business qualifies for the Citrix & VMware Take Out payout. "Qualifying Business" is defined as:

- Partner Initiated Opportunities ("PIO") only
- Validated Citrix Replacement PIO's of \$25k PI+ACV+Upsell or greater qualify, including both Hardware and Software **OR** validated VMware Replacement PIO's of \$25k PI+ACV+Upsell or greater qualify, including both Hardware and Software
- Program terms are valid for opportunities registered and closed in F5 systems between 10/1/23 and 3/31/24
- Payouts are limited to the first approved deal registration/opportunity per customer account
- Partner payments are contingent on receipt of proof of either Citrix or VMware replacement in the form of Certificate of Destruction and/or End User email validation of such
- Program is stackable with other F5 Programs

## Performance Period

Rebate is valid during F5's FY24 fiscal year for Q1-Q4, beginning October 1, 2023 - March 31, 2024.

- Performance Period 1 – October through December
- Performance Period 2 – January through March

## Benefit Calculation

- If the above criteria are met, Partner will earn a 5% backend rebate on all qualified PIO opportunities.

## Benefit Payment

**Timing of Payments.** The Citrix & VMware Take Out Program Benefit will be paid to Eligible Partner in USD on a quarterly basis (post quarter close).

**Invoicing.** F5 may request Eligible Partner to provide an invoice for the Citrix Take Out Program Benefit amount with any applicable taxes or charges, based on local country regulations and requirements. Pursuant to Taxation and Accounting below, F5 will not remit any taxes on Eligible Partner's behalf.



**Right of Offset and Recovery.** For Eligible Partners with outstanding sums due to F5, including overdue or duplicate payments under this Benefit, F5 reserves the right to withhold and/or cancel payments for this and other F5 financial benefits. F5 may also elect to apply Citrix Take Out Benefit payments as credits to Eligible Partner’s outstanding accounts receivable balance. F5 does not waive any rights in cases of F5 clerical error or miscalculation and reserves the right to recover or offset for any overpayment or duplicate payment at all times.

### **Taxation and Accounting**

There may be tax and accounting consequences to Eligible Partner that result from participation in the Citrix Take Out Program Benefit. F5 will not remit any taxes on Eligible Partners’ behalf or provide Eligible Partner with tax or accounting-related advice or documentation.

Eligible Partner is solely responsible for any tax or accounting treatment arising from their participation in the Citrix Take Out Program Benefit.

### **Changes or Termination of Benefit**

F5 reserves the right to vary the terms of this Benefit or to cancel the Benefit upon publishing notice of such amendment or cancellation at [F5 Partner Central](#). The effective date of termination shall be the date on which notice of such cancellation or termination is posted on [F5 Partner Central](#). If the Benefit is cancelled or terminated, F5 will pay any payment to which Eligible Partner is entitled prior to such cancellation or termination, subject to F5’s right of offset. This program is aimed at incentivizing ethical behavior while meeting the “Qualifying Business”, therefore, violations of applicable anti-bribery, anti-corruption or anti-money laundering laws and regulations, including the Foreign Corrupt Practices Act, or the F5 Partner Code of Conduct, as well as failure to avoid conflict of interest, will result in Eligible Partner’s immediate termination in the incentive program and forfeiture of any outstanding payment benefit or reimbursement.

### **More Information**

#### **Visit our website**

[www.f5.com](http://www.f5.com) or <https://partnercentral.f5.com> (login required)

#### **About F5**

At F5 (NASDAQ: FFIV) our mission is based on the fact that businesses depend on apps. Whether it’s apps that help connect businesses to their customers or apps that help employees do their jobs—we make sure apps are always available, and secure, anywhere. Founded in 1996, the world’s largest enterprises, service providers, financial and educational institutions, government entities, and consumer brands rely on F5 to stay ahead of security, cloud, and mobility trends. The company’s more than 5,000 employees reside in more than 38 countries. F5 solutions are deployed in forty-nine of the Fortune 50 companies. To learn more, go to [www.f5.com](http://www.f5.com).

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