# F5 NETWORKS INC

## FORM SC 13D
(Statement of Beneficial Ownership)

## Filed 7/9/2001

| | |
|---|---|
| Address | 401 ELLIOT AVE WEST STE 500 |
| | SEATTLE, Washington 98119 |
| Telephone | 206-272-5555 |
| CIK | 0001048695 |
| Industry | Computer Networks |
| Sector | Technology |
| Fiscal Year | 09/30 |

# UNITED STATES
# SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

**SCHEDULE 13D**
(Rule 13d-1)

Information to be included in statements filed pursuant to
Rule 13d-1(a) and amendments thereto filed
pursuant to Rule 13d-2(a).
(Amendment No.__)*

# F5 NETWORKS, INC.
(NAME OF ISSUER)

**COMMON STOCK, NO PAR VALUE**
(TITLE OF CLASS OF SECURITIES)

315616102
(CUSIP NUMBER)

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**URSULA RANIN**
**NOKIA CORPORATION**
**KEILALAHDENTIE 4**
**P.O. BOX 226**
**FIN-00045 NOKIA GROUP**
**FINLAND**
011-358-9-180-71

**COPY TO:**
**SCOTT D. MILLER**
**SULLIVAN & CROMWELL**
**1870 EMBARCADERO ROAD**
**PALO ALTO, CA 94303-3308**
(650) 461-5600
(NAME, ADDRESS AND TELEPHONE NUMBER OF PERSON AUTHORIZED
**TO RECEIVE NOTICES AND COMMUNICATIONS)**


JUNE 28, 2001
(DATE OF EVENT WHICH REQUIRES FILING OF THIS STATEMENT)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box |_|.

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act") or otherwise subject to the liabilities of that section of the Exchange Act but shall be subject to all other provisions of the Exchange Act (however, see the Notes).

CUSIP No. 315616102 Page 2 of 12 Pages

| | | |
|---|---|---|
| 1 | NAMES OF REPORTING PERSONS<br>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS<br><br>NOKIA FINANCE INTERNATIONAL B.V. | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* | (a): [ ]<br>(b): [ ] |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS*<br><br>WC | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) | [ ] |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION<br><br>THE NETHERLANDS | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 SOLE VOTING POWER: 0 | |
| | 8 SHARED VOTING POWER: 2,466,421 SHARES OF COMMON STOCK | |
| | 9 SOLE DISPOSITIVE POWER: 0 | |
| | 10 SHARED DISPOSITIVE POWER: 2,466,421 SHARES OF COMMON STOCK | |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON<br><br>2,466,421 SHARES OF COMMON STOCK | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* | [ ] |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)<br><br>10% OF COMMON STOCK | |
| 14 | TYPE OF REPORTING PERSON*<br><br>CO | |

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE,
RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF
THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

CUSIP No. 315616102 Page 3 of 12 Pages

| | | |
|---|---|---|
| 1 | NAMES OF REPORTING PERSONS<br>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS<br><br>NOKIA CORPORATION | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* | (a): [ ]<br>(b): [ ] |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS*<br><br>AF | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) | [ ] |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION<br><br>REPUBLIC OF FINLAND | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 SOLE VOTING POWER: 0 | |
| | 8 SHARED VOTING POWER: 2,466,421 SHARES OF COMMON STOCK | |
| | 9 SOLE DISPOSITIVE POWER: 0 | |
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*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE,
RESPONSES TO ITEM 1-7 (INCLUDING EXHIBITS) OF
THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

Nokia Finance International B.V., a private company with limited liability incorporated under the laws of The Netherlands ("NFI"), and Nokia Corporation, a corporation incorporated under the laws of the Republic of Finland ("Nokia"), in accordance with their Agreement of Joint Filing (Exhibit A hereto), hereby file this statement on Schedule 13D (the "Statement") with respect to the shares of common stock, no par value (the "Common Stock"), of F5 Networks, Inc., a Washington corporation (the "Company"). NFI and Nokia are collectively referred to as the "Reporting Persons."

**ITEM 1. SECURITY AND ISSUER.**

This Statement relates to shares of Common Stock of the Company. The principal executive offices of the Company are located at 401 Elliott Avenue West, Seattle, Washington 98119.

**ITEM 2. IDENTITY AND BACKGROUND.**

NFI is a wholly owned subsidiary of Nokia Corporation. The principle executive offices of NFI are located at Strawinskylaan 3111, NL-1077ZX Amsterdam, Postbus 1469, 10000BL Amsterdam, The Netherlands. NFI's principal business is providing financial management services for the Nokia Group companies.

Nokia's principal executive offices are located at Keilalahdentie 4, P.O. Box 226, FIN-00045 NOKIA GROUP, Finland. Nokia is a world leader in mobile communications, having become the world's leading supplier of mobile phones and a leading provider of mobile, fixed and Internet Protocol networks. Nokia's shares, nominal value 0.06 euro, are listed on the Helsinki Exchanges under the symbol "NOK1V" and American Depositary Shares ("ADS") of Nokia are traded on the New York Stock Exchange under the symbol "NOK". Each ADS represents one share. Nokia's shares are also traded on the Stockholm, London, Frankfurt and Paris stock exchanges.

Schedule 1, which is attached hereto and incorporated herein by reference, sets forth the following information with respect to each executive officer and director of the Reporting Persons: (i) name, (ii) business address,
(iii) citizenship and (iv) present principal occupation or employment and the name of any corporation or other organization in which such employment is conducted.

During the last five years, neither the Reporting Persons nor, to the best knowledge of the Reporting Persons, any of the persons listed in Schedule 1, (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) has been a party to any civil proceeding of a judicial or administrative body of competent jurisdiction, and is or was, as a result of such proceeding, subject to a judgement, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or finding any violation with respect to such laws.

**ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.**

The source and amount of the funds used in making the purchases of the shares of Common Stock described herein were available working capital of NFI in the aggregate amount of $36,678,146.69. No funds were borrowed or otherwise obtained for the purpose of acquiring, holding, trading or voting the securities.

**ITEM 4. PURPOSE OF TRANSACTION.**

The purpose of NFI's acquisition of 2,466,421 shares of Common Stock to which this Statement relates is to make an investment in the Company as well as to facilitate the entry by the Company and Nokia, Inc., an affiliate of NFI, into an OEM Software License Agreement and a Technology Development Agreement.

Except as otherwise provided in this Statement, capitalized terms that are used but not otherwise defined in this Statement have the meaning assigned to such terms in the Common Stock and Warrant Purchase Agreement, dated June 26, 2001 (the "Purchase Agreement"), between the Company and NFI. The descriptions of the Purchase Agreement, the Investor's Rights Agreement, dated June 26, 2001 (the "Investor's Rights Agreement"), between the Company and NFI and the Common Stock Purchase Warrant, dated June 26, 2001 (the "Warrant"), issued by the Company to NFI are qualified entirely by reference to the respective agreements and documents, as the case may be, copies of which are filed hereto as Exhibits B, C and D, respectively. Exhibits B, C and D are specifically incorporated herein by reference in response to this Item 4.

Pursuant to the terms of the Purchase Agreement, NFI purchased one share less than 10% of the outstanding shares of Common Stock of the Company. As set forth in the Purchase Agreement, NFI will initially nominate a person reasonably acceptable to the Company's Board of Directors to fill a vacant seat on the Board.

The Investor's Rights Agreement contains certain terms and provisions governing the relationship between the Company and NFI. These include, without limitation:

(i) demand and piggy-back registration rights granted to NFI in respect of the shares of Common Stock issued to NFI in connection with the Purchase Agreement;

(ii) preemptive rights with respect to future issuances of the Company's outstanding capital stock for so long as NFI owns not less than 5% of the outstanding capital stock of the Company. These preemptive rights entitle NFI to retain its proportionate ownership interest in the Company;

(iii) board representation rights that entitle NFI to nominate one member to the Company's Board of Directors;

(iv) certain information rights that entitle NFI to obtain business information made available to the Board of Directors of the Company and to discuss with the Company's executive officers the Company's affairs, finances and accounts;

(v) a standstill provision that, subject to certain exceptions, restricts NFI from acquiring additional shares of the Company's Common Stock without approval of the Company's Board of Directors for a period of two years following the execution of the Investor's Rights Agreement; and

(vi) share transfer restrictions that limit the transfer of the Company's Common Stock by NFI.

The Investor's Rights Agreement will terminate on the latest of (i) the second anniversary of the Investor's Rights Agreement, (ii) the termination of the OEM Agreement, or (iii) the termination of the Technology Agreement.

The Warrant gives NFI the right to acquire from time to time during the exercise periods set forth in Section 2 of the Warrant up to one share less than 20% of the Company's shares of Common Stock. However, the additional shares of Common Stock that NFI may acquire pursuant to the Warrant are not subject to this filing given the exercise schedule set forth in Section 2 of the Warrant and the requirements of Rule 13d-3(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Except as set forth above, at the present time the Reporting Persons have no plans or proposals which relate to or would result in (a) the acquisition by any person of additional securities of the Company, or the disposition of securities of the Company, (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries, (c) a sale or transfer of a material amount of assets of the Company or any of its subsidiaries, (d) any change in the present board of directors or management of the Company, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board, (e) any material change in the present capitalization or dividend policy of the Company, (f) any other material change in the Company's business or corporate structure, (g) changes in the Company's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Company by any person, (h) a class of securities of the issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association, (i) a class of equity securities of the Company becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act or (j) any action similar to any of those enumerated above.

**ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.**

According to representations of the Company set forth in the Agreement, the total number of shares of the Company's Common Stock outstanding as of June 26, 2001 was 22,197,803 shares.

As of the date of the filing of this Statement, the Reporting Persons may be deemed each to be the beneficial owner of 2,446,421 shares of Common Stock for purposes of Rule 13d-3 under the Exchange Act, which represents approximately 10% of the shares of Common Stock outstanding as of June 26, 2001.

The Reporting Persons have the sole power to vote or to direct the vote or dispose or direct the disposition of 2,466,421 shares of Common Stock. To the knowledge of the Reporting Persons, there are no shares of Common Stock which are beneficially owned by any other person referred to in Schedule 1 hereto.

Except as set forth herein, to the knowledge of the Reporting Persons, neither the Reporting Persons nor any other person referred to in Schedule 1 hereto beneficially owns or has acquired or disposed of any shares of Common Stock during the past 60 days.

**ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.**

See Item 4 and the exhibits filed under Item 7 hereof, which are incorporated herein by reference.

Except for the agreements described in Item 4, neither the Reporting Persons nor, to the knowledge of the Reporting Persons, any of the persons listed on Schedule 1 attached hereto, has any contract, arrangement, understanding or relationship with any other person with respect to any securities of the Company, including, but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

**ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.**

| | |
|---|---|
| Exhibit A. | Agreement of Joint Filing, dated July 9, 2001, by and between Nokia Finance International B.V. and Nokia Corporation. |
| Exhibit B | Common Stock and Warrant Purchase Agreement between F5 Networks, Inc. and Nokia Finance International B.V., dated June 26, 2001. |
| Exhibit C | Investor's Rights Agreement between F5 Networks, Inc. and Nokia Finance International B.V., dated June 26, 2001. |
| Exhibit D | Common Stock Purchase Warrant of F5 Networks, Inc., dated June 26, 2001. |

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Statement is true, complete and correct.

July 9, 2001

**NOKIA FINANCE INTERNATIONAL B.V.**

*By /s/ Ursula Ranin*
*---*
*Name: Ursula Ranin*
*Title: Director*

*By /s/ Hannu Mustonen*
*---*
*Name: Hannu Mustonen*
*Title: Director*

**NOKIA CORPORATION**

*By /s/ Ursula Ranin*
*---*
*Name: Ursula Ranin*
*Title: Vice President and*
*General Counsel*

*By /s/ Hannu Mustonen*
*---*
*Name: Hannu Mustonen*
*Title: Director and*
*Head of Corporate Tax Planning*

**SCHEDULE 1**

**DIRECTORS AND EXECUTIVE OFFICERS OF NOKIA CORPORATION**

The following table sets forth the name and present principal occupation or employment, and the name, principal business and address of any corporation or other organization in which such occupation or employment is conducted of each director and executive officer of Nokia Corporation. Unless otherwise indicated, the business address of each such person is c/o Nokia Corporation Keilalahdentie 4, P.O. Box 226, FIN-00045 Nokia Group, Finland and each person is a citizen of Finland.

| Name | Present Principal Occupation or Employment |
|---|---|
| Board of Directors | |
| Jorma Ollila ..... | Chairman and CEO, and Chairman of the Group Executive Board of Nokia Corporation.<br><br>Member of the Board of Directors of Ford Motor Company, Otava Books and Magazines Group Ltd and UPM-Kymmene Corporation. Deputy Chairman of the Board of the Confederation of Finnish Industry and Employers and member of The European Round Table of Industrialists. |
| Paul J. Collins .....<br>Citizenship: United States | Vice Chairman of the Board of Directors of Nokia Corporation.<br><br>Member of the Board of Directors of BG Group, Genuity Corporation and Kimberly-Clark Corporation. |
| Georg Ehrnrooth ..... | Chairman of the Board of Directors of Assa Abloy Corporation, Sanitec Corporation and Varma-Sampo Mutual Pension Insurance Company, and member of the Board of Directors of Oy Karl Fazer Ab, Rautaruukki Group, Sandvik AB, Sampo plc and Wartsila Corporation. Chairman of The Centre for Finnish Business and Policy Studies (EVA). |
| Dr. Bengt Holmstrom ..... | Paul A. Samuelson Professor of Economics at MIT, joint appointment at the MIT Sloan School of Management.<br><br>Member of the Board of Directors of Kuusakoski Oy. Member of the American Academy of Arts and Sciences and Foreign member of The Royal Swedish Academy of |

| | |
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| | Sciences. |
| Robert F.W. vanOordt ..... Citizenship: The Netherlands | Chairman of the Supervisory Board of Rodamco Europe N.V. |
| | Member of the Board of Directors of Fortis Bank N.V., Schering-Plough Corporation and N.V. Union Miniere S.A. and member of the Supervisory Board of Draka Holding N.V. |
| Marjorie Scardino ..... Citizenship: United States | Chief Executive Officer and member of the Board of Directors of States Pearson plc. |
| | Member of the Board of Directors of ConAgra, Inc. |
| Vesa Vainio ..... | Chairman of the Board of Directors of Nordea plc. |
| | Chairman of the Board of Directors of UPM-Kymmene Corporation and Vice Chairman of the Board of Directors of Wartsila Corporation. Chairman of the Board of The Central Chamber of Commerce of Finland. |
| Arne Wessberg ..... | President of Yleisradio Oy (Finnish Broadcasting Company). |
| | Chairman of the Board of Directors of Digita Oy. President of the European Broadcasting Union (EBU) and member of the Board of Directors of the International Council of NATAS and the Confederation of Finnish Industry and Employers. |
| Group Executive Board<br>---------- | |
| Jorma Ollila ..... | Chairman and CEO, and Chairman of the Group Executive Board of Nokia Corporation. |
| | Member of the Board of Directors of Ford Motor Company, Otava Books and Magazines Group Ltd and UPM-Kymmene Corporation. Deputy Chairman of the Board of The Confederation of Finnish Industry and Employers, and member of The European Round Table of Industrialists. |
| Pekka Ala-Pietila ..... | President of Nokia Corporation. |
| | Member of the Board of the Economic Information Bureau and the Finnish-Japanese Chamber of |

| | |
|---|---|
| | Commerce. |
| Dr. Matti Alahuhta ..... | President of Nokia Mobile Phones. |
| | Member of the Board of Directors of Finnair Oyj. Chairman of the Board of Federations of Finnish Electrical and Electronics Industry, Vice Chairman of the Board of The Federation of Finnish Metal, Engineering and Electrotechnical Industries, and member of the Board of The Central Chamber of Commerce of Finland and of The International Institute for Management Development (IMD). |
| Sari Baldauf ..... | President of Nokia Networks. |
| | Member of the Board of International Youth Foundation and Technical Research Centre of Finland, and member of The National Committee for the Information Society Issues. |
| Mikko Heikkonen ..... | Executive Vice President and General Manager, Customer Operations of Nokia Networks. |
| Olli-Pekka Kallasvuo ..... | Executive Vice President and CFO of Nokia Corporation. |
| | Chairman of the Board of Directors of F-Secure Corporation, Nextrom Holding S.A., Nokian Tyres plc and Sampo plc and member of the Board of Directors of Fortum Corporation. |
| Dr. Yrjo Neuvo ..... | Executive Vice President and CTO of Nokia Mobile Phones. |
| | Vice Chairman of the Board of Directors of Vaisala Corporation. Member of the Finnish Academy of Technical Sciences, the Finnish Academy of Science and Letters, and Academiae Europae, Foreign member of the Royal Swedish Academy of Engineering Sciences, and Fellow of the Institute of Electrical and Electronics Engineers. |
| Veli Sundback ..... | Executive Vice President, Corporate Relations and Trade Policy of Nokia Corporation. |
| | Chairman of the Board of Directors of Huhtamaki Oyj. Vice Chairman of the Board of the International Chamber of Commerce, Finnish Section and Chairman |

| | |
|---|---|
| | of the Trade Policy Committee of The Confederation of Finnish Industry and Employers. |
| Anssi Vanjoki ..... | Executive Vice President of Nokia Mobile Phones. |

**DIRECTORS AND EXECUTIVE OFFICERS OF NOKIA FINANCE INTERNATIONAL B.V.**

The following table sets forth the name and present principal occupation or employment, and the name, principal business and address of any corporation or other organization in which such occupation or employment is conducted of each director and executive officer of Nokia Finance International B.V. Unless otherwise indicated, the business address of each such person is c/o Nokia Finance International B.V., Strawinskylaan 3111, NL-1077ZX Amsterdam, Postbus 1469, 1000BL Amsterdam, The Netherlands and each such person is a citizen of Finland.

| Name | Present Principal Occupation or Employment |
|---|---|
| **Board of Management** | |
| Ursula Ranin ..... | Vice President and General Counsel of Nokia Corporation. |
| Hannu Mustonen ..... | Director and Head of Corporate Tax Planning of Nokia Corporation. |
| Bob Elfring ..... Citizenship: The Netherlands | Managing Director of Lehman Brothers International (Europe). |
| ABN AMRO Trust Company ..... | Trust company. |

(Nederland) B.V.
State of Organization: The Netherlands

**Board of Supervisory Directors**

| | |
|---|---|
| Olli-Pekka Kallasvuo ..... | Executive Vice President and CFO of Nokia Corporation. |
| Maija Torkko ..... | Senior Vice President and Corporate Controller of Nokia Corporation. |
| Timo Ihamuotila ..... | Vice President and Corporate Treasurer of Nokia Corporation. |

**Exhibit A**

## AGREEMENT OF JOINT FILING

In accordance with Rule 13d-1(k) under the Securities and Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing on behalf of each of them of a Statement on Schedule 13D, and any amendments thereto, with respect to the Common Stock, no par value, of F5 Networks, Inc. and that this Agreement be included as an Exhibit to such filing.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same Agreement.

IN WITNESS WHEREOF, each of the undersigned hereby executes this Agreement as of July 9, 2001.

**NOKIA FINANCE INTERNATIONAL B.V.**

*By /s/ Ursula Ranin*
*---*
*Name: Ursula Ranin*
*Title: Director*

*By /s/ Hannu Mustonen*
*---*
*Name: Hannu Mustonen*
*Title: Director*

**NOKIA CORPORATION**

*By /s/ Ursula Ranin*
*---*
*Name: Ursula Ranin*
*Title: Vice President and*
*General Counsel*

*By /s/ Hannu Mustonen*
*---*
*Name: Hannu Mustonen*
*Title: Director and*
*Head of Corporate Tax Planning*

**Exhibit B**

**F5 NETWORKS, INC.**
**COMMON STOCK AND WARRANT PURCHASE AGREEMENT**

This Common Stock and Warrant Purchase Agreement (the "Agreement") is made as of June 26, 2001, by and between F5 NETWORKS, INC., a Washington corporation (the "Company"), and NOKIA FINANCE INTERNATIONAL BV, a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid organized under the laws of the Netherlands (the "Investor"), and a subsidiary of Nokia Corporation, a Finnish corporation.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. PURCHASE AND SALE OF STOCK AND WARRANT.

1.1 SALE AND ISSUANCE OF COMMON STOCK AND WARRANT. Subject to the terms and conditions of this Agreement, the Investor agrees to purchase at the Closing and the Company agrees to sell and issue to the Investor at the Closing, (i) a Common Stock purchase warrant in the form attached hereto as Exhibit B (the "Warrant") and (ii) 2,466,421 shares of common stock, without par value, of the Company (the "Common Stock") being that number of shares equal to ten percent of the Company's outstanding Common Stock, as measured on the close of business on June 25, 2001, less one share, for the per share purchase price equal to $14.871 per share, being the average of the last reported sales price of the Common Stock on the Nasdaq National Market for the ten (10) consecutive trading days ending on and including June 26, 2001.

1.2 CLOSING. The purchase and sale of the Common Stock and Warrant shall take place at the offices of the Company, on or before 10:00 A.M. Pacific time, on June 28, 2001, or at such other time and place as the Company and the Investor mutually agree upon in writing (which time and place are designated as the "Closing"). At the Closing, the Company shall deliver to the Investor: (i) a certificate representing the Common Stock that the Investor is purchasing against payment of the purchase price therefor by wire transfer; (ii) the Warrant and (iii) the other documents referred to in Section 4 of this Agreement..

2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company hereby represents and warrants to the Investor that, except as set forth on a Schedule of Exceptions (the "Schedule of Exceptions") furnished to the Investor on or prior to entering into this Agreement, which exceptions shall qualify the representation and warranty that has the corresponding number as the numbered paragraph in the Schedule of Exceptions, and shall be deemed to be representations and warranties as if made hereunder, as of the date hereof and as of the date of Closing:

2.1 ORGANIZATION AND QUALIFICATION. The Company is a corporation duly organized and validly existing under the laws of the State of Washington and is qualified to do business in every jurisdiction in which it is required to be qualified, except where the failure to so qualify has not had and would not reasonably be expected to have a

material adverse effect on the current or prospective business, financial condition or results of operations of the Company and its subsidiaries taken as a whole or prejudice the Company's ability to enter into or perform its obligations under any of the Transaction Documents (as defined below) (a "Material Adverse Effect"). The Company possesses all requisite corporate power and authority and all licenses, permits and authorizations necessary to own and operate its properties and to carry on its business as now conducted and as proposed to be conducted, subject to such exceptions as would not have a Material Adverse Effect. The Company has delivered to Investor correct and complete copies of the Company's articles of incorporation and bylaws reflecting all amendments made thereto at any time prior to the date of this Agreement.

2.2 CAPITALIZATION; VOTING RIGHTS; PREEMPTIVE RIGHTS; SUBSIDIARIES.

(a) The authorized capital of the Company consists of: 100,000,000 shares of Common Stock of which 22,197,803 shares are issued and outstanding as of the date hereof, and 10,000,000 shares of Preferred Stock, without par value (the "Preferred Stock"), none of which has been designated or is outstanding as of the date hereof. Such issued and outstanding shares of Common Stock have been duly authorized and are validly issued, fully-paid and nonassessable.

(b) Except for (A) the rights provided in the Transaction Agreements (as defined in Section 2.3 below) and (B) currently outstanding options to purchase 7,099,278 shares of Common Stock granted to employees and other service providers pursuant to the Company's 1996, 1998, 2000 and Non-Employee Directors Stock Option Plans, there are not outstanding any stock or securities convertible or exchangeable for any shares of capital stock of the Company or any of its subsidiaries, nor does the Company or any of its subsidiaries have outstanding any rights, options or warrants to subscribe for or to purchase its capital stock or any stock or securities convertible into or exchangeable for its capital stock or any stock appreciation rights or phantom stock plans, nor has it reserved any shares of capital stock for issuance upon exercise or conversion of any rights, options or warrants to subscribe for or to purchase its capital stock or any stock or securities convertible into or exchangeable for its capital stock. Neither the Company nor any of its subsidiaries is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of its capital stock or any warrants, options or other rights to acquire its capital stock. Neither the Company nor any of its subsidiaries is a party or subject to any agreement or understanding, and, to the best of the Company's knowledge, there is no agreement or understanding between any persons and/or entities, which affects or relates to the voting or giving of written consents with respect to any security or by a director of the Company.

(c) Except for the rights provided in the Transaction Agreements, there are no statutory shareholders preemptive rights or similar contractual rights to which the Company is subject or rights of refusal to which the Company is subject with respect to the issuance of capital stock of the Company.

(d) Each of the Company's subsidiaries is wholly owned by the Company and is duly organized, validly existing and in good standing under the laws of the state of its incorporation, possesses all requisite corporate power and authority and, except for such exceptions as would not have a Material Adverse Effect, has all licenses, permits and authorizations necessary to own its properties and to carry on its businesses as now being conducted and is qualified to do business in each jurisdiction in which it is required to be qualified, except where the failure to so qualify would not have a Material Adverse Effect. All of the outstanding shares of capital stock of each subsidiary are duly authorized, validly issued, fully paid and nonassessable, and all such shares are owned by the Company free and clear any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including, without limitation, any conditional sale or other title retention agreement or lease in the nature thereof).

2.3 AUTHORIZATION; NO CONFLICTS.

(a) All corporate action on the part of the Company, and its officers, directors and shareholders that is necessary for the authorization, execution and delivery of this Agreement, the Investor's Rights Agreement in the form attached hereto as Exhibit A (the "Investor's Rights Agreement"), the Warrant, the OEM Agreement in the form attached hereto as Exhibit C (the "OEM Agreement"), and the Technology Development Agreement in the form attached hereto as Exhibit D (the "Technology Agreement") (this Agreement, the Investor's Rights Agreement, the Warrant, the OEM Agreement and the Technology Agreement are collectively referred to as the "Transaction Agreements"), the performance of all obligations of the Company hereunder and thereunder, and the authorization, issuance (or reservation for issuance), sale and delivery of the Common Stock being sold hereunder and the Common Stock issuable upon exercise of the Warrant has been taken or will be taken prior to the Closing, and the Transaction Agreements constitute valid and legally binding obligations of the Company, enforceable in accordance with their respective terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, and (iii) to the extent the indemnification provisions contained in the Investor's Rights Agreement may be limited by applicable federal or state securities laws.

(b) The execution, delivery and performance of this Agreement or any other Transaction Documents do not, and the consummation of the transactions contemplated hereby and thereby will not, constitute or result in a breach or violation of, or a default under (A) the Articles of Incorporation or Bylaws of the Company, (B) any agreement, lease, license, contract, note, mortgage, indenture, arrangement or other obligation ("Contracts") binding upon the Company or any federal, state, local or foreign law, statute, ordinance, rule, regulation, judgment, order, injunction, decree, arbitration award, agency requirement, license or permit (collectively, "Laws") of any governmental or regulatory authority, agency, commission, body or other governmental entity ("Governmental Entity") to which the Company is subject, except in the case of

Contracts, for those breaches, violations or defaults that would not, individually or in the aggregate, have a Material Adverse Effect.

2.4 VALID ISSUANCE OF COMMON STOCK. The Common Stock that is being purchased by the Investor hereunder, when issued, sold and delivered in accordance with the terms of this Agreement for the consideration expressed herein, will be duly authorized, validly issued, fully paid and nonassessable, and will be free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements and under applicable state and federal securities laws. The shares of Common Stock issuable upon exercise of the Warrant have been duly and validly reserved for issuance and, upon issuance in accordance with the terms of the Company's Articles of Incorporation, will be duly authorized, validly issued, fully paid and nonassessable and will be free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements and under applicable state and federal securities laws.

2.5 COMPANY REPORTS; FINANCIAL STATEMENTS. The Company has delivered or made available to the Investor (i) each registration statement, report, proxy statement or information statement filed with the Securities and Exchange Commission (the "SEC") since September 30, 2000, including the Company's Annual Report on Form 10-K for the fiscal year ended September 30, 2000, the Company's Quarterly Reports on Form 10-Q for the quarters ended December 31, 2000 and March 31, 2001 and the Company's proxy statement dated March 7, 2001 with respect to its annual meeting in each case in the form (including exhibits, annexes and any amendments thereto) filed with the SEC (collectively, the "Company Reports"). As of their respective dates, the Company Reports complied in all material respects with the requirements of the Securities Act of 1933, as amended (the "Securities Act") and the Securities Exchange Act of 1934, as amended and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading. Each of the balance sheets included in or incorporated by reference into the Company Reports (including the related notes and schedules) fairly presents in all material respects the financial position of the Company as of its date and each of the statements of operations, stockholders equity and cash flows included in or incorporated by reference into the Company Reports (including any related notes and schedules) fairly presents in all material respects the results of operations, net losses and cash flows, as the case may be, of the Company for the periods set forth therein (subject, in the case of unaudited statements, to the absence of notes and normal year-end audit adjustments), in each case in accordance with generally accepted accounting principles consistently applied during the periods involved, except as may be noted therein (the date of the most recently filed balance sheet of the Company is hereinafter referred to as the "Balance Sheet Date").

2.6 NO MATERIAL ADVERSE CHANGE. Since the Balance Sheet Date, there has been no material adverse change in the financial condition, operating results, assets, operations, employee relations or customer or supplier relations of the Company and its subsidiaries, taken as a whole.

2.7 GOVERNMENTAL FILINGS; NO VIOLATIONS. No notices, reports or other filings are required to be made by the Company with, nor are any consents, registrations, approvals, permits or authorizations required to be obtained by the Company from any Governmental Entity, in connection with the execution and delivery of this Agreement or any other Transaction Documents by the Company and the consummation of the transactions contemplated hereby and thereby, except for those that the failure to make or obtain would not have a Material Adverse Effect.

2.8 COMPLIANCE WITH OTHER INSTRUMENTS. The Company is not in violation or default in any material respect of any provision of its Articles of Incorporation or Bylaws, each as currently in effect, or in any material respect of any instrument, judgment, order, writ, decree or Contract to which it is a party or by which it is bound, or, to the best of its knowledge, of any provision of any Law applicable to the Company.

2.9 INTELLECTUAL PROPERTY RIGHTS. Except as disclosed in the Company Reports, each of the Company and its subsidiaries (i) owns or possesses adequate licenses or other rights to use all patents, trademarks, service marks, trade names, copyrights, technology, software, know-how and trade secrets (collectively, "Intellectual Property") necessary (a) to conduct the business now conducted by the Company and its subsidiaries and (b) to commercially exploit their respective products, technology and other assets; and (ii) either owns or possesses, or can acquire on commercially reasonable terms, adequate licenses or other rights to use all Intellectual Property necessary (a) to conduct the business proposed to be conducted by the Company and its subsidiaries and (b) to commercially exploit their respective products, technology and other assets in connection with such proposed business. Except as disclosed in the Company Reports, neither the Company nor any of its subsidiaries has received any notice of infringement of or conflict with and knows of no such infringement of or conflict with, asserted rights of others with respect to any Intellectual Property; and, to the Company's knowledge, the discoveries, inventions, products, services or processes used in the business of the Company and its subsidiaries do not infringe or conflict with any right or patent of any third party, or any discovery, invention, product or process which is the subject of a patent application filed by any third party. To the Company's knowledge, neither the Company nor any of its subsidiaries incorporates open source software in any of its products

2.10 LITIGATION, ETC. Except as set forth in the Company Reports, there are no actions, suits, proceedings, orders, investigations or claims pending (other than any such actions, suits, proceedings, orders, investigations and claims which may be pending but of which none of the Company, any of its subsidiaries and their respective representatives have received notice) or, to the Company's knowledge, threatened against the Company or any of its subsidiaries (or to the Company's knowledge, pending or threatened against any of the officers or directors of the Company or any of its subsidiaries) at law or in equity, or before or by any Governmental Entity which if determined adversely to the Company would have a Material Adverse Effect. Neither the Company nor any of its subsidiaries is subject to any judgment, order or decree of any court or other Governmental Entity that requires or prohibits any conduct on the part of the Company or

any of its subsidiaries that affects the business of the Company in a manner that would have a Material Adverse Effect.

2.11 BROKERAGE. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by the Transaction Agreements for which the Investor will have any liability or responsibility based on any arrangement or agreement binding upon the Company or any of its subsidiaries.

2.12 DISCLOSURE. To the best of the Company's knowledge, neither this Agreement nor the Investor's Rights Agreement or the Warrant contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading.

2.13 REGISTRATION RIGHTS. Except as provided in the Investor's Rights Agreement, the Company has not granted or agreed to grant any registration rights, including piggyback rights, to any person.

2.14 USE OF PROCEEDS. The Company shall use the proceeds from this offering for general corporate purposes.

3. REPRESENTATIONS AND WARRANTIES OF THE INVESTOR. The Investor hereby represents and warrants that:

3.1 AUTHORIZATION. The Investor has full power and authority to enter into the Transaction Agreements, and each such agreement constitutes its valid and legally binding obligation, enforceable in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, and (iii) to the extent the indemnification provisions contained in the Investor's Rights Agreement may be limited by applicable federal or state securities laws.

3.2 PURCHASE ENTIRELY FOR OWN ACCOUNT. This Agreement is made with the Investor in reliance upon the Investor's representation to the Company, which by the Investor's execution of this Agreement the Investor hereby confirms, that the Common Stock and Warrant to be received by the Investor (collectively, the "Securities") will be acquired for investment for the Investor's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same other than in a transaction registered under the Securities Act or exempt from, or not subject to, such registration. By executing this Agreement, the Investor further represents that the Investor does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Securities.

3.3 DISCLOSURE OF INFORMATION. The Investor has been afforded access to such information as it has requested regarding the Company and its subsidiaries and their respective financial condition, operating results, properties, liabilities, operations and management .

3.4 RESTRICTED SECURITIES. The Investor understands that the Securities it is purchasing are characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Securities Act, only in certain limited circumstances. In this connection, the Investor represents that it is familiar with Rule 144 under the Securities Act, as presently in effect ("Rule 144"), and understands the resale limitations imposed thereby and by the Securities Act.

3.5 FURTHER LIMITATIONS ON DISPOSITION. Without in any way limiting the representations set forth above, the Investor further agrees not to make any disposition of all or any portion of the Securities unless and until the transferee has agreed in writing for the benefit of the Company to be bound by this Section 3 and the Investor's Rights Agreement provided and to the extent this Section and such agreement are then applicable, and:

(a) There is then in effect a Registration Statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such Registration Statement; or

(b) The Investor shall have notified the Company of the proposed disposition, and, if reasonably requested by the Company, the Investor shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of such shares under the Securities Act. It is agreed that the Company will not require opinions of counsel for transactions made pursuant to Rule 144.

3.6 LEGENDS. It is understood that the certificates evidencing the Securities may bear one or all of the following legend(s):

"These securities have not been registered under the Securities Act of 1933, as amended. They may not be sold, offered for sale, pledged or hypothecated in the absence of a registration statement in effect with respect to the securities under such Act or an opinion of counsel satisfactory to the Company that such registration is not required or unless sold pursuant to Rule 144 of such Act."

3.7 REPRESENTATIONS AS A FOREIGN INVESTOR. The Investor has satisfied itself as to the full observance of the laws of its jurisdiction of organization in connection with any invitation to subscribe for the Securities or to enter into this Agreement, including (i) the legal requirements within such jurisdiction for the purchase of the Securities, (ii) any foreign exchange restrictions of such jurisdiction applicable to such purchase, (iii) any

governmental or other consents that may need to be obtained in such jurisdiction, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Securities in such jurisdiction. The Investor's subscription and payment for, and its continued beneficial ownership of the Securities, will not violate any applicable securities or other laws of its jurisdiction.

4. CONDITIONS OF THE INVESTOR TO EFFECT THE CLOSING. The obligations of the Investor to effect the Closing are subject to the fulfillment on or before the Closing of each of the following conditions:

4.1 REPRESENTATIONS AND WARRANTIES. The representations and warranties of the Company contained in Section 2 shall be true and correct as of the date hereof and as of the date of the Closing with the same effect as though such representations and warranties had been made on and as of the date of such Closing.

4.2 PERFORMANCE. The Company shall have performed and complied with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before the Closing.

4.3 COMPLIANCE CERTIFICATE. The President of the Company shall have delivered to the Investor at the Closing a certificate stating that the conditions specified in Sections 4.1 and 4.2 have been fulfilled and stating that there shall have been no adverse change in the business, affairs, operations, properties, assets, prospects or condition of the Company and its subsidiaries taken as a whole since the date of this Agreement. In addition, the Compliance Certificate shall state the number of shares of the outstanding Common Stock of the Company immediately prior to the Closing.

4.4 QUALIFICATIONS. All authorizations, approvals, or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Securities pursuant to this Agreement shall have been duly obtained and effective as of the Closing.

4.5 PROCEEDINGS AND DOCUMENTS. All corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents incident thereto shall be reasonably satisfactory in form and substance to the Investor's counsel, and they shall have received all such counterpart original and certified or other copies of such documents as they may reasonably request.

4.6 BOARD OF DIRECTORS. The directors of the Company shall be Karl D. Guelich, Keith D. Grinstein, Alan J. Higginson, John McAdam, and Jeffrey S. Hussey, and there shall be one vacant Class III director's position on the Board of Directors, which shall be filled with the nominee of the Investor immediately upon Closing, which nominee shall be reasonably acceptable to the Board of Directors of the Company. The initial nominee of the Investor shall be Ken Frerichs, which nominee is acceptable to the Board of Directors of the Company.

4.7 INVESTOR'S RIGHTS AGREEMENT. The Company shall have executed the Investor's Rights Agreement.

4.8 WARRANT. The Company shall have executed the Warrant.

4.9 OEM AGREEMENT. The Company shall have executed the OEM Agreement.

4.10 TECHNOLOGY AGREEMENT. The Company shall have executed the Technology Development Agreement.

4.11 OPINION OF COMPANY COUNSEL. The Investor shall have received from Graham & Dunn PC, counsel for the Company, an opinion, dated as of the Closing, substantially in the form attached hereto as Exhibit E.

5. CONDITIONS OF THE COMPANY TO EFFECT THE CLOSING. The obligations of the Company to effect the Closing are subject to the fulfillment on or before the Closing of each of the following conditions:

5.1 REPRESENTATIONS AND WARRANTIES. The representations and warranties of the Investor contained in Section 3 shall be true and correct as of the date hereof and as of the date of Closing with the same effect as though such representations and warranties had been made on and as of the Closing.

5.2 PAYMENT OF PURCHASE PRICE. The Investor shall have delivered the purchase price specified in Section 1.2.

5.3 QUALIFICATIONS. All authorizations, approvals, or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Securities pursuant to this Agreement shall be duly obtained and effective as of the Closing.

5.4 OEM AGREEMENT. The Investor shall have executed the OEM Agreement.

5.5 TECHNOLOGY AGREEMENT. The Investor shall have executed the Technology Development Agreement.

5.6 OPINION OF INVESTOR'S COUNSEL. The Company shall have received from Sullivan & Cromwell, counsel for the Investor, an opinion, dated as of the Closing, substantially in the form attached hereto as Exhibit F.

6. MISCELLANEOUS.

6.1 SURVIVAL OF REPRESENTATIONS, WARRANTIES AND OTHER AGREEMENTS. The representations, warranties and other agreements of each of the Company and the Investor, respectively, included or provided for in the Transaction Agreements shall

survive the execution and delivery of this Agreement, the other Transaction Agreements and the Closing and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of the Company or the Investor.

6.2 SUCCESSORS AND ASSIGNS. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties (including transferees of any Securities). Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6.3 GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of New York as applied to agreements among New York residents entered into and to be performed entirely within New York.

6.4 COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.5 TITLES AND SUBTITLES. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.6 NOTICES. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the party to be notified or upon deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address indicated for such party on the signature page hereof, or at such other address as such party may designate by ten (10) days' advance written notice to the other parties.

6.7 EXPENSES. Irrespective of whether the Closing is effected, each party shall pay all of the costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of the Transaction Agreements.

6.8 AMENDMENTS AND WAIVERS. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Investor. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each holder of any securities purchased under this Agreement at the time outstanding (including securities into which such securities are convertible), each future holder of all such securities, and the Company.

6.9 SEVERABILITY. If one or more provisions of this Agreement are held to be unenforceable under applicable Law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

6.10 PUBLICITY. No party hereto shall issue any press release or otherwise make any statements to any third party with respect to this Agreement or the transactions contemplated hereby until the issuance by the parties of a joint press release announcing this Agreement and the transactions contemplated hereby.

6.11 ENTIRE AGREEMENT. This Agreement and the documents referred to herein constitute the entire agreement among the parties and no party shall be liable or bound to any other party in any manner by any warranties, representations, or covenants except as specifically set forth herein or therein.

IN WITNESS WHEREOF, the parties have executed this Common Stock and Warrant Purchase Agreement as of the date first above written.

**COMPANY F5 NETWORKS, INC.**

*BY: /s/ John McAdam*
*John McAdam, President*

Address: 401 Elliott Avenue West Seattle, Washington 98119

**INVESTOR NOKIA FINANCE INTERNATIONAL BV**

*BY: /s/ Mika Vehvilainen*
*Mika Vehvilainen, Attorney-in-fact*

Address: Strawinskylaan 3111, 1077 ZX Amsterdam, The Netherlands

With copies to Nokia Corporation P.O. Box 226
**FIN-00045**

**NOKIA GROUP**
**Keilalahdentie 4**
**FIN-02150**
Espoo, Finland
Attn: Ursula Ranin, Vice President,
General Counsel

and

Nokia Internet Communications
313 Fairchild Drive
Mountain View, California 94043 USA
Attn: John Robinson, Senior Vice
President and General Manager

Nokia Inc.
6000 Connection Drive
Irving, Texas 75039 USA
Attn: Richard W. Stimson, Vice President,
Legal Services

**EXHIBIT A**

**FORM OF INVESTOR'S RIGHTS AGREEMENT**

**EXHIBIT B**

**FORM OF WARRANT**

**EXHIBIT C**

**FORM OF OEM AGREEMENT**

**EXHIBIT D**

**FORM OF TECHNOLOGY DEVELOPMENT AGREEMENT**

**EXHIBIT E**

**FORM OF COMPANY COUNSEL OPINION**

**EXHIBIT F**

**FORM OF INVESTOR'S COUNSEL OPINION**

**Exhibit C**

# INVESTOR'S RIGHTS AGREEMENT

THIS INVESTOR'S RIGHTS AGREEMENT is made as of June 26, 2001, by and among F5 NETWORKS, INC., a Washington corporation (the "Company"), and of NOKIA FINANCE INTERNATIONAL BV a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid), incorporated under the laws of The Netherlands (the "Investor"), and a subsidiary of Nokia Corporation, a Finnish corporation.

## RECITALS

WHEREAS, the Company and the Investor are parties to the Common Stock and Warrant Purchase Agreement of dated June 26, 2001 (the "Purchase Agreement");

WHEREAS, in order to induce the Company to approve the issuance of the Company's common stock, without par value (the "Common Stock"), and to induce the Investor to invest funds in the Company pursuant to the Purchase Agreement, the Investor and the Company hereby agree that this Agreement shall govern the rights of the Investor to cause the Company to register shares of Common Stock issued or issuable to the Investor under the Purchase Agreement and certain other matters as set forth herein;

## NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. REGISTRATION RIGHTS. The Company covenants and agrees as follows:

1.1 DEFINITIONS. For purposes of this Agreement:

(a) The term "Securities Act" means the Securities Act of 1933, as amended.

(b) The term "Change-in-Control Transaction" means (a) any agreement to which the Company is a party calling for the merger or consolidation of the Company or the sale of all or a substantial portion of the assets of the Company; (b) any acquisition by any third party of beneficial ownership of 50% or more of the outstanding Common Stock of the Company; or (c) any public announcement of a tender or exchange offer for 50% or more of the outstanding Common Stock of the Company.

(c) The term "Form S-3" means such form under the Securities Act as in effect on the date hereof, any successor registration form or any other registration form under the Securities Act subsequently adopted by the SEC that permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC.

(d) The term "Holder" means the Investor and any other person owning or having the right to acquire Registrable Securities or any assignee thereof in accordance with Section 1.11 hereof;

(e) The term "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(f) The term "register," "registered," and "registration" refer to a registration effected by preparing and filing a registration statement or similar document in compliance with the Securities Act, and the declaration or ordering of effectiveness of such registration statement or document.

(g) The term "Registrable Securities" means (i) the Common Stock originally issued under the Purchase Agreement, (ii) the Common Stock issued upon exercise of the Warrant (as defined in the Purchase Agreement) and (iii) any Common Stock of the Company issued as (or issuable upon the conversion or exercise of any warrant, right or other security that is issued as) a dividend or other distribution with respect to, or in exchange for, or in replacement of, the shares referenced in (i) and (ii) above, excluding in all cases, however, any Registrable Securities sold by the Investor in a transaction in which its rights under this Section 1 are not assigned; and the number of shares of "Registrable Securities" outstanding at any time, shall be determined by the number of shares of Common Stock outstanding that are, and the number of shares of Common Stock issuable pursuant to then exercisable or convertible securities that are, Registrable Securities.

(h) The term "Rule 144" shall mean Rule 144 promulgated under the Securities Act.

(i) The term "SEC" shall mean the Securities and Exchange Commission.

(j) The term "Selling Expenses" shall mean underwriting discounts and commission and fees of disbursements of counsel for the selling Holder or Holders.

1.2 DEMAND REGISTRATION.

(a) Subject to the conditions of this Section 1.2, if the Company shall receive a written request from either the Investor or Holders of a majority of the Registrable Securities then outstanding (in either case, the "Initiating Holders") that the Company file a registration statement under the Securities Act covering the registration of Registrable Securities then outstanding such that the anticipated aggregate offering price, net of underwriting discounts and commissions, would exceed $5,000,000 (a "Qualified Public Offering"), then the Company shall, within ten (10) days of the receipt thereof, give written notice of such request to all Holders, and subject to the limitations of this Section 1.2, use its best efforts to effect, as soon as practicable, the registration under the Securities Act of all Registrable Securities that the Holders request to be registered; provided that the Company shall file the registration statement no later than thirty (30) days following receipt of such notice. Such registration statement may be filed on any appropriate registration form for which the Company is then eligible (including Form S-3) that contemplated an offering of the type proposed by the Initiating Holders in the request made pursuant to the Section 1.2.

(b) If the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to this Section 1.2 or any request pursuant to Section 1.4 and the Company shall include such information in the written notice referred to in Section 1.2(a) or Section 1.4(a), as applicable. In such event, the right of any Holder to include its Registrable Securities in such registration shall be conditioned upon such Holder's participation in such

underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. The Company and all Holders proposing to distribute their securities through such underwriting shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by a majority in interest of the Initiating Holders (which underwriter or underwriters shall be reasonably acceptable to the Company). Notwithstanding any other provision of this Section 1.2 or Section 1.4, if the underwriter advises the Company that marketing factors require a limitation of the number of shares to be underwritten (including Registrable Securities) then the Company shall so advise all Holders of Registrable Securities which would otherwise be underwritten pursuant hereto, and the number of shares that may be included in the underwriting shall be allocated on a pro rata basis based on the total number of Registrable Securities held by all such Holders. Any Registrable Securities excluded or withdrawn from such underwriting shall be withdrawn from the registration.

(c) The Company shall not be required to effect a registration pursuant to this Section 1.2:

(i) prior to December 31, 2001;

(ii) after the Company has effected three (3) registrations pursuant to this Section 1.2, and such registrations have been declared or ordered effective;

(iii) during the period starting 30 days prior to the date of filing of, and ending on the date ninety (90) days following the effective date of the registration statement pertaining to a public offering of securities by the Company; provided that the Company makes reasonable good faith efforts to cause such registration statement to become effective; or

(iv) if the Company shall furnish to Holders requesting a registration statement pursuant to this Section 1.2, a certificate signed by the Chairman of the Board or Chief Executive Officer of the Company stating that in the good faith judgment of the Board of Directors of the Company, it would be seriously detrimental to the Company and its shareholders for such registration to be effected at such time (it being acknowledged that the Investor's decision to sell or any direct or perceived impact of that decision on any related business or commercial relationships between the Investor and the Company shall not be deemed seriously detrimental within the meaning of this provision), in which event the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the Initiating Holders; provided, however, that such right to delay a request shall not be exercised by the Company more than once in any twelve (12) month period.

1.3 PIGGY-BACK REGISTRATION

(a) If (but without any obligation to do so) the Company proposes to register (including for this purpose a registration effected by the Company for shareholders other than the Holders) any of its stock or other securities under the Securities Act in connection with the public offering of such securities (other than a registration relating solely to the sale of securities to participants in a Company stock plan or a registration relating to a corporate reorganization or other transaction under Rule 145 of the Securities Act), the Company shall, at such time,

promptly give each Holder written notice of such registration. Upon the written request of each Holder given within twenty (20) days after delivery of such notice by the Company in accordance with Section 3.5, the Company shall, subject to the provisions of Section 1.3(c), use all reasonable efforts to cause to be registered under the Securities Act all of the Registrable Securities that each such Holder has requested to be registered; provided, however, that the Company shall not be obligated to include any Registrable Securities in any such registration, qualification or compliance, pursuant to this Section 1.3 prior to December 31, 2001.

(B) RIGHT TO TERMINATE REGISTRATION. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 1.3 prior to the effectiveness of such registration whether or not any Holder has elected to include securities in such registration. The expenses of such withdrawn registration shall be borne by the Company in accordance with Section 1.7 hereof.

(C) UNDERWRITING REQUIREMENTS. In connection with any offering involving an underwriting of shares of the Company's capital stock, the Company shall not be required under this Section 1.3 to include any of the Holders' securities in such underwriting unless they accept the customary terms of the underwriting as reasonably agreed upon between the Company and the underwriters selected by it (or by other persons entitled to select the underwriters) and enter into an underwriting agreement in customary form with an underwriter or underwriters selected by the Company, provided that if the underwriters determine in good faith that marketing factors require a limitation on the number of shares to be underwritten, then the Company shall be required to include in the offering only that number of such securities, including Registrable Securities, that the underwriters determine in good faith will not jeopardize the success of the offering (the securities so included to be apportioned pro rata among the selling Holders and any other selling shareholders having similar rights according to the total amount of securities proposed to be included therein by each selling Holder and any other selling shareholder holding similar rights or in such other proportions as shall mutually be agreed to by such selling Holders), but in no event shall the amount of securities of the selling Holders included in the offering be reduced below twenty-five percent (25%) of the total amount of securities included in such offering. In no event will shares of any other selling shareholder be included in such registration if such inclusion would reduce the number of shares which may be included by Holders without the written consent of Holders of not less than a majority of the Registrable Securities proposed to be sold in the offering. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Company and the underwriter, delivered at least ten (10) business days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration. For any Holder which is a partnership or corporation, the partners, retired partners and shareholders of such Holder, or the estates and family members of any such partners and retired partners and any trusts for the benefit of any of the foregoing person shall be deemed to be a single "Holder", and any pro rata reduction with respect to such "Holder" shall be based upon the aggregate amount of shares carrying registration rights owned by all entities and individuals included in such "Holder", as defined in this sentence.

1.4 FORM S-3 REGISTRATION. In case the Company shall receive from the Holders of Registrable Securities a written request or requests that the Company effect a registration on

Form S-3 and any related qualification or compliance with respect to all or a part of the Registrable Securities owned by such Holder or Holders, the Company shall:

(a) promptly give written notice of the proposed registration, and any related qualification or compliance, to all other Holders; and

(b) effect, as soon as practicable, such registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holders joining in such request as are specified in a written request given within fifteen (15) days after receipt of such written notice from the Company; provided, however, that the Company shall not be obligated to effect any such registration, qualification or compliance, pursuant to this Section 1.4:

(i) prior to December 31, 2001;

(ii) if Form S-3 is not available for such offering by the Holders;

(iii) if the Holders, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) at an aggregate price to the public of less than $5,000,000;

(iv) if the Company shall furnish to the Holders a certificate signed by the Chief Executive Officer or Chairman of the Board of the Company stating that in the good faith judgment of the Board of Directors of the Company, it would be seriously detrimental to the Company and its shareholders for such registration to be effected at such time (it being acknowledged that the Investor's decision to sell or any direct or perceived impact of that decision on any related business or commercial relationships between the Investor and the Company shall not be deemed seriously detrimental within the meaning of this provision), in which event the Company shall have the right to defer the filing of the Form S-3 registration statement for a period of not more than ninety (90) days after receipt of the request of the Holder or Holders under this Section 1.4; provided, however, that the Company shall not use this right more than once in any twelve month period; or

(v) if the Company has, within the twelve (12) month period preceding the date of such request, already effected two registrations on Form S-3 for the Holders pursuant to this Section 1.4.

(c) Subject to the foregoing, the Company shall file a registration statement covering the Registrable Securities and other securities so requested to be registered as soon as practicable after receipt of the request or requests of the Holders. Registrations effected pursuant to this Section 1.4 shall not be counted as demands for registration or registrations effected pursuant to Sections 1.2 or 1.3.

1.5 OBLIGATIONS OF THE COMPANY. Whenever required under this Section 1 to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(a) prepare and file with the SEC a registration statement with respect to such Registrable Securities and use all reasonable efforts to cause such registration statement to become effective, and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for a period of up to one hundred twenty (120) days or, if earlier, until the distribution contemplated in the Registration Statement has been completed;

(b) prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement;

(c) furnish to the Holders such numbers of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned by them;

(d) use all reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdictions as shall be reasonably requested by the Holders, provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions;

(e) in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter of such offering;

(f) notify each Holder of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing;

(g) furnish, at the request of a majority of the Holders participating in the registration, on the date that such Registrable Securities are delivered to the underwriters for sale, if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the date that the registration statement with respect to such securities becomes effective, (i) an opinion, dated as of such date, of the recognized securities counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering and reasonably satisfactory to a majority in interest of the Holders requesting registration, addressed to the underwriters, if any, and to the Holders requesting registration of Registrable Securities and (ii) a letter dated as of such date, from the independent certified public accountants of the Company, in form and customarily given by independent certified public accountants to underwriters in an underwritten public offering and reasonably satisfactory to a majority in interest of the Holders requesting registration, addressed to the underwriters, if any, and if permitted by applicable accounting standards, to the Holders requesting registration of Registrable Securities.

(h) cause all such Registrable Securities registered pursuant hereunder to be listed on each securities exchange on which similar securities issued by the Company are then listed; and

(i) provide a transfer agent and registrar for all Registrable Securities registered pursuant hereunder and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration.

1.6 INFORMATION FROM HOLDER. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 1 with respect to the Registrable Securities of any selling Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as shall be required to effect the registration of such Holder's Registrable Securities.

1.7 EXPENSES OF REGISTRATION. All expenses other than Selling Expenses incurred in connection with registrations, filings or qualifications pursuant to Sections 1.2, 1.3 and 1.4, including (without limitation) all registration, filing and qualification fees, printers' and accounting fees, fees and disbursements of counsel for the Company shall be borne by the Company. All Selling Expenses incurred in connection with any registration hereunder, shall be borne by the holders of the securities so registered pro rata on the basis of the number of shares so registered. Notwithstanding anything else in this
Section 1.7 to the contrary, in the event a Holder demands registration pursuant to Sections 1.2 or 1.4 after such time at which all Registrable Securities held by such Holder (and any affiliate of the Holder with whom such Holder must aggregate its sales under Rule 144) can in the written opinion of securities counsel for the Company provided to such Holder be sold in any three (3) month period without registration in compliance with Rule 144, all registration, filing and qualification fees, printers' and accounting fees, fees and disbursements of counsel for the Company incurred in connection with such registration, filing or qualification shall be borne by such Holder; provided that such Holder will not bear accounting fees or fees and disbursements of counsel to the Company that, in the aggregate, exceed $50,000.

1.8 INDEMNIFICATION. In the event any Registrable Securities are included in a registration statement under this Section 1:

(a) The Company will indemnify and hold harmless each Holder, the partners or officers, directors and shareholders of each Holder, legal counsel and accountants for each Holder, any underwriter (as defined in the Securities Act) for such Holder and each person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act or any state securities laws, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "Violation"): (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities laws or any rule or regulation promulgated under the

Securities Act, the Exchange Act or any state securities laws; and the Company will reimburse each such Holder or controlling person as incurred for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this subsection l.8(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation that occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by any such Holder, underwriter or controlling person; provided further, however, that the foregoing indemnity agreement with respect to any preliminary prospectus shall not inure to the benefit of any Holder or underwriter, or any person controlling such Holder or underwriter, from whom the person asserting any such losses, claims, damages or liabilities purchased shares in the offering, if a copy of the prospectus (as then amended or supplemented if the Company shall have furnished any amendments or supplements thereto) was not sent or given by or on behalf of such Holder or underwriter to such person, if required by law so to have been delivered, at or prior to the written confirmation of the sale of the shares to such person, and if the prospectus (as so amended or supplemented) would have cured the defect giving rise to such loss, claim, damage or liability.

(b) Each selling Holder will indemnify and hold harmless the Company, each of its directors, each of its officers who has signed the registration statement, each person, if any, who controls the Company within the meaning of the Securities Act, legal counsel and accountants for the Company, any underwriter, any other Holder selling securities in such registration statement and any controlling person of any such underwriter or other Holder, against any losses, claims, damages or liabilities (joint or several) to which any of the foregoing persons may become subject, under the Securities Act, the Exchange Act or any state securities laws, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder expressly for use in connection with such registration; and each such Holder will reimburse any person intended to be indemnified pursuant to this subsection l.8(b), for any legal or other expenses reasonably incurred by such person in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this subsection l.8(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder (which consent shall not be unreasonably withheld), provided that in no event shall any indemnity under this subsection l.8(b) exceed the gross proceeds from the offering received by such Holder.

(c) Promptly after receipt by an indemnified party under this Section 1.8 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 1.8, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however,

that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, if (but only if) prejudicial to its ability to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under this Section 1.8, but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 1.8.

(d) If the indemnification provided for in this Section 1.8 is unavailable to an indemnified party or is insufficient to hold to such indemnified party harmless against any such loss with respect to any loss, liability, claim, damage or expense referred to herein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage or expense in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions that resulted in such loss, liability, claim, damage or expense, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission; provided that in no event shall any Holder be required to contribute an amount that exceeds the proceeds received by such Holder from the Offering.

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in any underwriting agreement entered into in connection with an underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

(f) The obligations of the Company and Holders under this Section 1.8 shall survive the completion of any offering of Registrable Securities in a registration statement under this Section 1, and the termination of this agreement. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation.

1.9 REPORTS UNDER SECURITIES EXCHANGE ACT OF 1934. With a view to making available to the Holders the benefits of Rule 144 and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3, the Company agrees to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144, at all times while the Company is a reporting issuer under the Exchange Act;

(b) file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act; and

(c) furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request (i) a written statement by the Company that it has complied with the reporting requirements of Rule 144, the Securities Act and the Exchange Act (at all times it remains subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3, (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the SEC that permits the selling of any such securities without registration or pursuant to such form.

1.10 ASSIGNMENT OF REGISTRATION RIGHTS. The rights to cause the Company to register Registrable Securities pursuant to Sections 1.2, 1.3 and 1.4 hereof may be assigned by a Holder to a transferee or assignee of such securities that is a subsidiary of the Investor or the ultimate parent of the Investor or any other subsidiary of such parent. The right to cause the Company to register Registrable Securities under Section 1.3 hereof may be assigned by the Holder to one or more unaffiliated transferees that after such assignment or transfer, hold at least that number of shares of Registrable Securities equal to one percent (1%) of the outstanding capital stock of the Company (as measured at the time of such transfer); provided: (a) the Company shall, within a reasonable time after such transfer, be furnished with written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being assigned; and (b) such transferee or assignee shall agree in writing to be bound by and subject to the terms and conditions of
Section 1 of this Agreement. The rights to cause the Company to register Registrable Securities pursuant to Section 1.2 may not be assigned by the Investor to an unaffiliated transferee.

2. COVENANTS OF THE COMPANY AND THE INVESTOR.

2.1 COVENANTS OF THE COMPANY

(a) Pre-emptive Right . Until such time as the Investor has sold shares in the Company such that the Investor owns not less than five percent (5%) of the outstanding capital stock of the Company, subject to the terms and conditions specified in this Section 2.1(a) the Investor shall be entitled to a pre-emptive right with respect to future sales by the Company of its Shares (as hereinafter defined). Each time the Company proposes to offer any shares of, or securities convertible into or exchangeable or exercisable for any shares of, any class of its capital stock ("Shares"), the Company shall notify the Investor in accordance with the following provisions.

(i) The Company shall deliver a notice in accordance with Section 3.5 ("Notice") to the Investor stating (1) its bona fide intention to offer such Shares, (2) the number

of such Shares to be offered, and (3) the price and terms upon which it proposes to offer such Shares.

(ii) By written notification received by the Company, within twenty
(20) calendar days after receipt of the Notice, the Investor may elect to purchase or obtain, at the price and on the terms specified in the Notice, up to that portion of such Shares that equals the proportion that the number of shares of Registrable Securities issued and held by the Investor bears to the total number of shares of Common Stock of the Company then outstanding (assuming full conversion of all convertible securities).

(iii) If all Shares that the Investor is entitled to obtain pursuant to subsection 2.1(a)(ii) are not elected to be obtained as provided in subsection 2.1(a)(ii) hereof, the Company may, during the ninety (90) day period following the expiration of the period provided in subsection 2.1(a)(ii) hereof, offer the remaining unsubscribed portion of such Shares either: (1) in a private offering to any person or persons at a price not less than, and upon terms no more favorable to the offeree than those specified in the Notice, or (2) pursuant to a registered offering. If the Company does not either enter into an agreement for the issue and sale of the Shares within such period, the right provided hereunder shall be deemed to be revived and such Shares shall not be offered unless first reoffered to the Investor in accordance herewith.

(iv) The right of first offer in this paragraph 2.1(a) shall not be applicable to (1) the issuance or sale of shares of Common Stock (or options therefor) to employees, directors and consultants for the primary purpose of soliciting or retaining their services, (2) the issuance of securities pursuant to the conversion or exercise of convertible or exercisable securities, (3) the issuance of securities in connection with a bona fide business acquisition of or by the Company, whether by merger, consolidation, sale of assets, sale or exchange of stock or otherwise or (4) the issuance of stock, warrants or other securities or rights to persons or entities with which the Company has business relationships provided such issuances are for other than primarily equity financing purposes.

(v) In the event of an issue or sale of Common Stock contemplated by clause (iv) above after the close of business on June 25, 2001, the Investor shall have the right exercisable during the initial ten Business Days after the end of each fiscal quarter, commencing September 30, 2001 to purchase additional shares of Common Stock sufficient to retain its percentage ownership interest in the Company's outstanding common stock at a price per share equal to the Average Closing Price in effect on the last trading day of such fiscal quarter. For purposes of this clause (v), the "Average Closing Price" means as of any date the average of the last reported sales prices of the shares of Common Stock on the Nasdaq National Market (or other exchange in which the shares are then listed) for the ten (10) consecutive trading days ending on the date specified, or if such date is not a trading day, on the previous trading day and "Business Day" means any day other than a Saturday or Sunday or any on which commercial banks in Seattle, Washington or Helsinki, Finland are authorized or obligated by law to close.

(b) Reservation of Common Stock. The Company will at all times reserve and keep available, solely for issuance and delivery upon the exercise of the Warrant, all Common Stock issuable from time to time upon such exercise.

(c) Board Representation. Promptly following the execution and delivery of this Agreement, the Company shall take all necessary steps to appoint the Investor's designee as a member of the Company's Board of Directors, to serve until the Company's next annual shareholders' meeting at which time the Company will nominate such designee in its proxy statement to be elected by the shareholders to serve for a full term as a member of the Board of Directors. As long as the Investor has not sold shares such that the Investor holds less than five percent (5%) of the outstanding capital stock of the Company, the Company shall use its best efforts to cause and maintain the election to the Board of Directors of a representative designated by the Investor.

(d) Reimbursement of Expenses For Attending Board Meetings. The Company will reimburse the director nominated by the Investor for reasonable expenses (including airfare, lodging and other travel expenses) incurred in connection with attending meetings of the Company's Board of Directors. The director nominated by the Investor shall waive any director's fees, options or similar compensation payable by the Company to members of the Board of Directors for service as a director.

(e) Inspection Rights; Confidentiality. The Investor will have the right to receive all business information provided to the Company's Board of Directors in connection with each meeting of the Board of Directors promptly following the meeting at which such information is furnished to the Board of Directors. The Investor shall have the right to discuss the affairs, finances and accounts of the Company or any of its subsidiaries with the Company's executive officers, and to review such information as is reasonably requested all at such reasonable times and as often as may be reasonably requested, but not more than once each calendar quarter; provided, however, that the Company shall not be obligated under this Section 2.1(e) to furnish information to the extent that the Board of Directors determines in good faith that furnishing such information would be a violation of the Board's fiduciary duties

2.2 COVENANTS OF THE INVESTOR.

(a) Business Combination. The Investor covenants to and agrees with the Company that, for a period of two years from the date of this Agreement, the Investor will not act in concert with another party to effect a business combination involving, or sale of material assets of, the Company (including any soliciting of proxies designed to achieve such a transaction), except in the event of a third party Change-in-Control Transaction.

(b) Accumulation of Shares. The Investor covenants to and agrees with the Company that, for a period of two years from the date of this Agreement, the Investor shall not, without the prior written consent of the Company, increase its ownership interest in the Company, directly or indirectly, other than as a result of: (i) the Investor exercising the Warrant in whole in part, (ii) stock splits, dividends, rights offerings and recapitalizations; (iii) any decrease in the total number of outstanding shares of the Company; and (iv) a Change-in-Control Transaction; provided, however, the Investor may acquire additional shares of the Company's capital stock in the event any third party or group acquires an ownership interest in the Company that would exceed the Investor's, provided that the Investor shall only be allowed to acquire that number of shares necessary to have an equal ownership interest as such third party or group.

(c) Exception. Nothing in Section 2.2(a) or 2.2(b) or elsewhere in this Agreement, shall be deemed in any way to prohibit or limit: (i) any lawful action taken by the Investor in direct competition with any bona fide offer by a third party seeking a Change-in-Control Transaction with the Company, (ii) any lawful action of any director nominated by the Investor and serving as a member of the Company's Board of Directors acting in such capacity; and (iii) any lawful action by the Investor or any of its affiliates, officers, directors or employees in connection with ongoing or prospective business relationships with or affecting the business relationships with or affecting the Company or any of its affiliates.

(d) Private Sale of Shares to Third Party. The Investor shall not, without the prior written consent of the Company's Board of Directors, transfer any Registrable Securities in a private sale to a third-party investor or "group" (as defined for purposes of Section 13(d) of the Exchange Act) if, as a result of such transfer, any individual or "group" would acquire more than two percent (2%) of the outstanding capital stock of the Company.

(e) Sale of Shares to the Public. In the event the Investor sells shares of the Company's Common Stock in the public market other than pursuant to Sections 1.2, 1.3 or 1.4 hereof, the Investor shall limit those sales to either
(i) sales in "brokers' transactions" within the meaning of Rule 144; or (ii) the sale of shares to a third-party investor or "group", provided that any individual investor or "group" would not acquire more than two percent (2%) of the outstanding capital stock of the Company.

(f) Change-in-Control Transactions. In the event the Warrant is accelerated in connection with a Change-in-Control Transaction, and the Investor exercises the Warrant upon such accelerated vesting, any shares acquired by the Investor upon such exercise shall be voted, at any shareholder vote on such Change-in-Control Transaction, in proportion to the other outstanding shares entitled to vote, such that those shares held by the Investor shall not impact the outcome of such shareholder vote. Notwithstanding the above, shares held by the Investors other than as a result of the exercise of an accelerated Warrant, may be voted at the sole discretion of the Investor.

(g) Confidentiality. The Investor acknowledges that the Company may pursuant to Section 2.1(e), above, provide it with information that is confidential or proprietary to the Company and agrees that all such information designated as confidential will be held and treated by it in confidence and it will not disclose such information in any manner whatsoever, in whole or in part, to any person (other than an agent, attorney or employee of the Investor) without the Company's prior written consent. The Investor agrees that any confidential information may be used by the Investor and its agents, attorneys and employees only in connection with the Investor's investment in the Company and any commercial arrangements between them. None of the following will constitute confidential information for purposes of this agreement: (i) information already in the Investor's possession and not received in confidence from the Company; (ii) information that now or in the future is made available to the Investor by a third party which, to the Investor's knowledge, has no obligation of confidentiality to the Company with respect to such information;
(iii) information which is or becomes publicly available through no fault of the Investor or (iv) information that is independently developed by Nokia without reference to, or use of, any confidential information..

3. MISCELLANEOUS.

3.1 SUCCESSORS AND ASSIGNS. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties (including transferees of any shares of Registrable Securities). Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

3.2 GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of New York as applied to agreements among New York residents entered into and to be performed entirely within New York.

3.3 COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.4 TITLES AND SUBTITLES. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

3.5 NOTICES. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the party to be notified or upon delivery by confirmed facsimile transmission, nationally recognized overnight courier service, or upon deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address indicated for such party on the signature page hereof, or at such other address as such party may designate by ten (10) days' advance written notice to the other parties.

3.6 EXPENSES. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

3.7 ENTIRE AGREEMENT: AMENDMENTS AND WAIVERS. This Agreement constitutes the full and entire understanding and agreement among the parties with regard to the subjects hereof. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the holders of a majority of the Registrable Securities. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each holder of any Registrable Securities, each future holder of all such Registrable Securities, and the Company.

3.8 SEVERABILITY. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

3.9 TERMINATION. This Agreement shall terminate on the latest of (i) the second anniversary hereof, (ii) the termination of the OEM Agreement (as defined in the Purchase

Agreement) or (iii) the termination of the Technology Agreement (as defined in the Purchase Agreement).

IN WITNESS WHEREOF, the parties have executed this Investor's Rights Agreement as of the date first above written.

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| *COMPANY* | *F5 NETWORKS, INC.* |
| | *BY: /s/ John McAdam* |
| | *John McAdam, President* |
| *Address:* | *401 Elliott Avenue West* |
| | *Seattle, Washington 98119* |
| *INVESTOR* | *NOKIA FINANCE INTERNATIONAL BV* |
| | *BY: /s/ Mika Vehvilainen* |
| | *Mika Vehvilainen,* |
| | *Attorney-in-fact* |

Address: Strawinskylaan 3111, 1077 ZX Amsterdam, The Netherlands

With copies to Nokia Corporation P.O. Box 226
**FIN-00045**

**NOKIA GROUP**
**Keilalahdentie 4**
**FIN-02150**
Espoo, Finland
Attn: Ursula Ranin, Vice President,
General Counsel

and

Nokia Internet Communications
313 Fairchild Drive
Mountain View, California 94043 USA
Attn: John Robinson, Senior Vice
President and General
Manager

Nokia Inc.
6000 Connection Drive
Irving, Texas 75039 USA
Attn: Richard W. Stimson, Vice
President, Legal Services

**Exhibit D**

THIS WARRANT AND THE SECURITIES ISSUABLE UPON THE EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER THE ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED, OR UNLESS SOLD PURSUANT TO AN EXEMPTION TO THE ACT.

**COMMON STOCK PURCHASE WARRANT**

**F5 NETWORKS, INC.**

THIS CERTIFIES that, for value received, NOKIA FINANCE INTERNATIONAL BV, a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid), incorporated under the laws of The Netherlands, or its permitted assigns (collectively, the "Holder"), is entitled, upon the terms and subject to the conditions hereinafter set forth, at any time or from time to time during the exercise periods set forth in Section 2 hereof, to acquire from F5 NETWORKS, INC., a Washington corporation (the "Company"), that number of fully paid nonassessable shares of common stock, without par value, of the Company (the "Common Stock") set forth in Section 2 against payment of the exercise price per share set forth in Section 2. The shares of Common Stock issued pursuant to this Warrant are collectively referred to as the "Warrant Stock".

1. EXERCISE OF WARRANT. The purchase rights represented by this Warrant are exercisable by the registered Holder hereof during each of the Exercise Periods set forth in Section 2 below for any number of shares of Warrant Stock up to the maximum number set forth opposite the relevant Exercise Period in Section 2 below by the presentation of this Warrant and the notice of exercise attached hereto (the "Notice of Exercise") for such Exercise Period duly executed to the principal corporate offices of the Company (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder hereof at the address of such Holder appearing on the books of the Company), and upon payment (by wire transfer or other immediately available funds) of the exercise price per share set forth in Section 2 (the "Exercise Price") subject to adjustment as provided in Section 10 below multiplied by the number of shares specified in the Notice of Exercise; whereupon the Holder of this Warrant shall be entitled to receive from the Company a stock certificate in proper form representing the number of shares of Warrant Stock so purchased. The Company shall, for any exercise prior to the expiration of Option 3, acknowledge the exercise of this Warrant in part, by countersigning the relevant Notice of Exercise and returning this Warrant to the Holder presenting this Warrant for exercise.

2. EXERCISE PERIODS; MAXIMUM NUMBER OF SHARES; EXERCISE PRICE PER SHARE.

| EXERCISE PERIODS | | MAXIMUM NUMBER OF SHARES | EXERCISE PRICE PER SHARE |
|---|---|---|---|
| Option 1 | 10 Business Days immediately following December 31, 2001 | that number of shares necessary to increase the Holding Group's aggregate interest in the Company to one share less than 15% of the Company's outstanding Common Stock as measured on the date of exercise | Average Closing Price as of December 31, 2001 |
| Option 2 | 10 Business Days immediately following June 30, 2002 | that number of shares necessary to increase the Holding Group's aggregate interest in the Company to one share less than 20% of the Company's outstanding Common Stock as measured on the date of exercise | Average Closing Price as of June 30, 2002 |
| Option 3 | 10 Business Days immediately following December 31, 2002 | that number of shares necessary to increase the Holding Group's aggregate interest in the Company to one share less than 20% of the Company's outstanding Common Stock as measured on the date of exercise | Average Closing Price as of December 31, 2002 |

"Holding Group" means the Holder plus (i) any transferee of all or a portion of this Warrant (a "Warrant Transferee") and (ii) any transferee of the any shares of the Company's Common Stock originally acquired by the Holder or a Warrant Transferee pursuant either to this Warrant or the Common Stock and Warrant Purchase Agreement made as of June 26, 2001 between the Company and the Holder (the "Transferred Securities"); provided, however, that any securities of the Company held by a transferee that are not Transferred Securities, shall not be included in calculating the percentage ownership of the Holding Group.

The "Average Closing Price" means as of any date the average of the last reported sales prices of the shares of Common Stock on the Nasdaq National Market (or other exchange in which the shares are then listed) for the ten (10) consecutive trading days ending on the date specified, or if such date is not a trading day, on the previous trading day. "Business Day" means any day other than a Saturday or Sunday or any on which commercial banks in Seattle, Washington or Helsinki, Finland are authorized or obligated by law to close.

3. ISSUANCE OF SHARES; NO FRACTIONAL SHARES OR SCRIP. Certificates for shares purchased hereunder shall be delivered to the Holder hereof by the Company's transfer agent at the Company's expense within a reasonable time after the date on which this Warrant shall have been exercised in accordance with the terms hereof. Each certificate so delivered shall be in such denominations as may be requested by the Holder hereof and shall be registered in the name of such Holder or, subject to applicable laws, other name as shall be requested by such Holder. The Company hereby represents and warrants that all shares of Warrant Stock which may be issued upon the exercise of this Warrant will, upon such exercise, be duly and validly authorized and issued, fully paid and nonassessable and free from all taxes, liens and charges in respect of the issuance thereof. The Company agrees that the shares so issued shall be and be deemed to be issued to such Holder as the record owner of such shares as of the close of business on the date on which this Warrant shall have been surrendered for exercise in accordance with the terms hereof. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant.

4. CHARGES, TAXES AND EXPENSES. Issuance of certificates for shares of Warrant Stock upon the exercise of this Warrant shall be made without charge to the Holder hereof for any issue or transfer tax or other incidental expense in respect of the issuance of such certificate, all of which taxes and expenses shall be paid by the Company, and such certificates shall be issued in the name of the Holder of this Warrant or in such name or names as may be directed by the Holder of this Warrant.

5. NO RIGHTS AS SHAREHOLDERS. This Warrant does not entitle the Holder hereof to any voting rights or other rights as a shareholder of the Company prior to the exercise hereof.

6. EXCHANGE AND REGISTRY OF WARRANT. This Warrant is exchangeable, upon the surrender hereof by the registered Holder at the above-mentioned office or agency of the Company, for a new Warrant of like tenor and dated as of such exchange. The Company shall maintain at the above-mentioned office or agency a registry showing the name and address of the registered Holder of this Warrant. This Warrant may be surrendered for exchange, transfer or exercise, in accordance with its terms, at such office or agency of the Company, and the Company shall be entitled to rely in all respects, prior to written notice to the contrary, upon such registry.

7. LOSS, THEFT, DESTRUCTION OR MUTILATION OF WARRANT. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and in case of loss, theft or destruction of indemnity or security reasonably satisfactory to it, and upon reimbursement to the Company of all reasonable expenses incidental thereto, and upon surrender and cancellation of this Warrant, if mutilated, the Company will make and deliver a new Warrant of like tenor and dated as of such cancellation, in lieu of this Warrant.

8. SATURDAYS, SUNDAYS AND HOLIDAYS. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a Saturday or a Sunday or shall be a legal holiday, then such action may be taken or such right may be exercised on the next succeeding day not a legal holiday.

9. CHANGE-IN-CONTROL TRANSACTION. If at any time, while this Warrant, or any portion thereof, is outstanding and unexpired, a Change-in-Control Transaction (as defined below) shall be initiated, this Warrant shall become fully-vested and exercisable immediately prior to the Change-in-Control Transaction, and lawful provision shall be made so that the Holder shall thereafter be entitled to receive upon exercise of this Warrant upon payment of the Exercise Price in effect based on the Average Trading Price on the trading day prior to the first public announcement of the Change-in-Control Transaction, up to either (i) that number of shares necessary to increase the Holding Group's interest in the Company to one share less than 20% of the Company's outstanding Common Stock on the date of exercise (after giving effect to any issuance of shares in connection with the Change-in-Control Transaction); or (ii) the equivalent number of shares of stock or other securities or property of the successor corporation resulting from such Change-in-Control Transaction (after giving effect to the exchange ratio or other consideration methodology applied in such Change-in-Control Transaction). A "Change-in-Control Transaction" means (a) any agreement to which the Company is a party calling for the merger or consolidation of the Company or the sale of all or a substantial portion of the assets of the Company; (b) any acquisition by any third party of beneficial ownership of 50% or more of the outstanding Common Stock of the Company; or (c) any public announcement of a tender or exchange offer for 50% or more of the outstanding Common Stock of the Company. The Holder of this Warrant shall have the same rights to notice and information provided to the shareholders of the Company in connection with any Change-in-Control Transaction. In the event this Warrant is not exercised within 10 Business Days after the consummation of the Change-in-Control Transaction, this Warrant shall terminate.

10. SUBDIVISION, COMBINATION, RECLASSIFICATION, ETC. If the Company at any time shall, by subdivision, combination, reclassification of securities or otherwise, change the Warrant Stock into the same or a different number of securities of any class or classes, this Warrant shall thereafter entitle the holder to acquire such number and kind of securities as would have been issuable in respect of the Warrant Stock (or other securities which were subject to the purchase rights under this Warrant immediately prior to such subdivision, combination, reclassification or other change) as the result of such change if this Warrant had been exercised in full for cash immediately prior to such change. The Exercise Price per share of the Warrant Stock shall be adjusted if and to the extent necessary to reflect such change. In the event that, on or after the first trading day included in the calculation of Average Closing Price in respect of any Exercise Period and on or prior to the date of exercise of the Warrant during such Exercise Period, there shall have occurred (i) any dividend or distribution of assets (whether in the form of cash, securities, property or any other assets, or any rights to acquire any of such) other than a normal quarterly cash dividend consistent with past practice, or (ii) any issue or sale to holders of Common Stock generally of any such assets or of shares of capital stock of the Company without consideration or for a consideration less than the fair market value thereof (which in the case of Common Stock will be deemed to be the applicable Average Closing Price), the Exercise Price per share shall be appropriately reduced to reflect the impact of such dividend, distribution, issue or sale. Similarly, in the event that, on or after the first trading day included in the calculation of Average Closing Price in respect of any Exercise Period and on or prior to the date of exercise of the Warrant during such Exercise Period, there shall have occurred reverse stock-split or similar combination of the Common Stock, the Exercise Price per share shall be appropriately increased to reflect the impact of such reverse stock-split or combination. The Company shall give the

holder prompt written notice of any change in the type of securities issuable hereunder, any adjustment of the Exercise Price per share of Warrant Stock to be issued under this Warrant and any increase or decrease in the number of shares issuable hereunder.

11. TRANSFERABILITY; COMPLIANCE WITH SECURITIES ACT

(a) This Warrant and the rights hereunder shall be transferable by the Holder hereof only to a transferee that is a subsidiary of the Investor or the ultimate parent of the Investor or any other subsidiary of such parent.

(b) Each certificate representing the Warrant Stock or other securities issued in respect of the this Warrant upon any stock split, stock dividend, recapitalization, merger, consolidation or similar event, shall be stamped or otherwise imprinted with a legend substantially in the following form (in addition to any legend required under applicable state securities laws):

"These securities have not been registered under the Securities Act of 1933, as amended (the "Act"), or any state securities laws. They may not be sold, offered for sale, pledged, hypothecated or otherwise transferred in the absence of a registration statement in effect with respect to the securities under the Act or an opinion of counsel reasonably satisfactory to the company that such registration is not required, or unless sold pursuant to an exemption to the Act."

12. REPRESENTATIONS, WARRANTIES AND COVENANTS. The Company hereby represents, warrants and covenants to the Holder hereof that:

(a) during the period this Warrant is outstanding, the Company will reserve from its authorized and unissued Common Stock a sufficient number of its duly authorized but unissued shares of Common Stock to provide for the issuance of shares of Common Stock issuable upon exercise of this Warrant in full;

(b) the issuance of this Warrant shall constitute full authority to the Company's officers who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for the shares of Warrant Stock issuable upon exercise of this Warrant;

(c) the Company has all requisite legal and corporate power to execute and deliver this Warrant, to sell and issue the Warrant Stock hereunder and to carry out and perform its obligations under the terms of this Warrant; and

(d) all corporate action on the part of the Company, its directors and shareholders necessary for the authorization, execution, delivery and performance of this Warrant by the Company, the authorization, sale, issuance and delivery of the Warrant Stock and the performance of the Company's obligations hereunder has been taken and shall remain in full force and effect; and

(e) the Warrant Stock, when issued in compliance with the provisions of this Warrant, will be duly and validly authorized, issued, fully paid and nonassessable, and free of all taxes, liens or encumbrances with respect to the issue thereof, and will be issued in compliance with all applicable federal and state securities laws.

13. COOPERATION. The Company will not, by amendment of its Articles or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Warrant and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder of the Warrant against impairment.

14. LOST, STOLEN, MUTILATED OR DESTROYED WARRANT. If this Warrant is lost, stolen, mutilated or destroyed, the Company may, on reasonable terms as to indemnity or otherwise (which shall, in the case of a mutilated Warrant, include the surrender thereof), issue a new Warrant of like denomination and tenor as, and in substitution for, this Warrant.

15. SUCCESSORS AND ASSIGNS. The terms and provisions of this Warrant shall inure to the benefit of, and be binding upon, the Company and the Holders hereof and their respective successors and assigns.

16. AMENDMENTS AND WAIVERS. Any term of this Warrant may be amended and the observance of any terms of this Warrant may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the Company and the Holder.

17. NOTICES. All notices required under this Warrant shall be deemed to have been given or made for all purposes (i) upon personal delivery, (ii) upon confirmation receipt that the communication was successfully sent to the applicable number if sent by facsimile; (iii) one day after being sent, when sent by professional overnight courier service, or (iv) five days after posting when sent by registered or certified mail. Notices to the Company shall be sent to the principal office of the Company (or at such other place as the Company shall notify the Holder hereof in writing). Notices to the Holder shall be sent to the address of the Holder on the books of the Company (or at such other place as the Holder shall notify the Company in writing).

18. CAPTIONS. The section and subsection headings of this Warrant are inserted for convenience only and shall not constitute a part of this Warrant in construing or interpreting any provision hereof.

19. GOVERNING LAW. This Warrant shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its duly authorized officers.

*Dated: June 26, 2001*

*F5 NETWORKS, INC.,*
*a Washington corporation,*

*By /s/ John McAdam*
*John McAdam, President*

**NOTICE OF EXERCISE**
**OPTION 1**

**To: F5 NETWORKS, INC.**

(1) The undersigned hereby elects to purchase (check one and complete):

[_] _____ shares of common stock of F5 NETWORKS, INC.

[_] The full number of shares of common stock for which this Warrant is exercisable under Option 1 on the date hereof,

in either case pursuant to the terms of the attached Warrant, and the undersigned tenders herewith payment of the purchase price in full, together with all applicable transfer taxes, if any.

(2) The purchase price per share of common stock, calculated as provided in Section 2 of the attached Warrant is $_____.

(3) Please issue a certificate or certificates representing said shares in the name of the undersigned or in such other name as is specified below:

(Name)

(Address)

(4) The undersigned represents that the aforesaid shares are being acquired for the account of the undersigned for investment and not with a view to, or for resale in connection with, the distribution thereof and that the undersigned has no present intention of distributing or reselling such shares other than in a transaction that is registered under the Securities Act of 1933 or is exempt from, or is not subject to, such registration.

January __, 2002

(Date) (Signature)

**NOTICE OF EXERCISE**
**OPTION 2**

**To: F5 NETWORKS, INC.**

(1) The undersigned hereby elects to purchase (check one and complete):

[_] _____ shares of common stock of F5 NETWORKS, INC.

[_] The full number of shares of common stock for which this Warrant is exercisable under Option 2 on the date hereof,

in either case pursuant to the terms of the attached Warrant, and the undersigned tenders herewith payment of the purchase price in full, together with all applicable transfer taxes, if any.

(2) The purchase price per share of common stock, calculated as provided in Section 2 of the attached Warrant is $_____.

(3) Please issue a certificate or certificates representing said shares in the name of the undersigned or in such other name as is specified below:

(Name)

(Address)

(4) The undersigned represents that the aforesaid shares are being acquired for the account of the undersigned for investment and not with a view to, or for resale in connection with, the distribution thereof and that the undersigned has no present intention of distributing or reselling such shares other than in a transaction that is registered under the Securities Act of 1933 or is exempt from, or is not subject to, such registration.

January __, 2002

(Date) (Signature)

**NOTICE OF EXERCISE**
**OPTION 3**

**To: F5 NETWORKS, INC.**

(1) The undersigned hereby elects to purchase (check one and complete):

[_] _____ shares of common stock of F5 NETWORKS, INC.

[_] The full number of shares of common stock for which this Warrant is exercisable under Option 2 on the date hereof,

in either case pursuant to the terms of the attached Warrant, and the undersigned tenders herewith payment of the purchase price in full, together with all applicable transfer taxes, if any.

(2) The purchase price per share of common stock, calculated as provided in Section 2 of the attached Warrant is $_____.

(3) Please issue a certificate or certificates representing said shares in the name of the undersigned or in such other name as is specified below:

(Name)

(Address)

(4) The undersigned represents that the aforesaid shares are being acquired for the account of the undersigned for investment and not with a view to, or for resale in connection with, the distribution thereof and that the undersigned has no present intention of distributing or reselling such shares other than in a transaction that is registered under the Securities Act of 1933 or is exempt from, or is not subject to, such registration.

January __, 2003

(Date) (Signature)