

**RIVERBED DEPARTMENT OF DEFENSE
SOFTWARE LICENSE AGREEMENT**

This document sets forth the Department of the Defense (DoD) Software License Requirements. Licensor's Software License Agreement is attached hereto as Exhibit A and made a material part hereof by this reference. Licensor's Cloud Services Agreement, which applies to Licensor's SaaS and Hosting Services, is attached hereto as Exhibit B and made a material part hereof by this reference. This document, including the Software License Agreement attached as Exhibit A: Riverbed End User License Agreement and Product Warranty Statement, Exhibit B: Riverbed Cloud Services Agreement and Exhibit C: Riverbed Maintenance and Support Services constitutes the Agreement between Riverbed Technology, Inc. (Licensor) and the DoD. The terms and conditions set out below in these Software License Requirements, supplement, to the extent a conflict exists, supersede, and take precedence over the terms and conditions of Exhibit A, Exhibit B and Exhibit C. For clarification in this agreement, Publisher and Licensor are synonymous.

With regard to any conflict in license terms between the DOD ESI License Agreement and any GSA negotiated license agreement, the Order of Precedence is in the following order: 1) the DOD ESI License Agreement and 2) any GSA negotiated license agreement.

- 1. Enterprise Language:** The parties agree that more than one agency of the DoD may license products under this Agreement, provided that any use of products by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the licensed product. The parties agree that, if the licensee is a "DoD Department or Agency" as defined by the 48 Code of Federal Regulations, section 202.101, and to include the Intelligence Community and the US Coast Guard, the terms and conditions of this Agreement apply to any purchase of products made by the DoD, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution. The parties agree the terms of this Agreement supersede and take precedence over the terms included in any purchase order, terms of any shrink-wrap agreement included with the licensed software, terms of any click through agreement included with the licensed software, or any other terms purported to apply to the licensed software, including any Licensor's published policy or program documentation or customer ordering documents. It is also understood by both parties that any Licensor policies, URLs referencing other terms, conditions or policies or educational documents will not be considered part of this license agreement.
- 2. Choice of Law/Venue:** This Agreement shall be governed by and construed in accordance with the substantive laws of the US Code of Federal Regulations, Federal Acquisition Regulations and Defense Federal Acquisition Regulations (DFARS), without regard to principles of conflict of laws.
- 3. Indemnification:** The DoD does not have the authority to and shall not indemnify any entity. The DoD agrees to pay for any loss, liability or expense, which arises out of or relates to the DoD's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the DoD is established by a court of law or where settlement has been agreed to by the DoD agency and the Department of Justice. This provision shall not be construed to limit the DoD's rights, claims or defenses which arise as a matter of law or

pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the DoD.

4. Patent, Copyright, Trademark, and Trade Secret Protection:

- a) The Licensor shall, at its expense, indemnify and hold the DoD harmless from any suit or proceeding which may be brought by a third party against the DoD, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (the "Claim"), including all licensed products provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Licensor's specific, exclusive, and limited obligation to (a) pay any judgments, fines, and penalties finally awarded by a court or competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the DoD for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The DoD agrees to give Licensor prompt notice of any such claim of which it learns. The DoD has the sole authority to represent itself in actions brought against the DoD. Licensor shall not, without the DoD's consent, which shall not be unreasonably withheld, conditioned, or delayed, enter into any settlement agreement which (a) states or implies that the DoD has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the DoD to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the DoD to make a payment which Licensor is not obligated by this Agreement to pay on behalf of the DoD. It is expressly agreed by the Licensor that, in the event it makes an appropriate request that the DoD to provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the DoD for all necessary expenses (including attorneys' fees, if such are made necessary by the Licensor's request) incurred by the DoD for such support.
- b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all licensed products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties.
- c) If, in the Licensor's opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Licensor's option and expense, obtain the rights for the DoD to continue the use of such licensed products.
- d) If any of the licensed products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing items, or modify them so that they are no longer infringing.

DoD Software License Agreement

- e) If use of the licensed products is enjoined and the Licensor is unable to do any of the preceding set forth in item (e) above, the Licensor agrees to, upon return of the licensed products, refund to the DoD the license fee paid for the infringing licensed products, pro-rated over a sixty (60) month period from the date of delivery plus any unused prepaid maintenance fees.
- f) The obligations of the Licensor under this Section continue without time limit and survive the termination of this Agreement.
- g) Notwithstanding the above, the Licensor shall have no obligation under this Section 4 for:
 - (1) Modification of any licensed products provided by the DoD or a third party acting under the direction of the DoD;
 - (2) any material provided by the DoD to the Licensor and incorporated into, or used to prepare the product;
 - (3) use of the Software after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under (e) or (f) above;
 - (4) use of the licensed products in other than its specified operating environment;
 - (5) the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;
 - (6) infringement of a non-Licensor product alone;
 - (7) the DoD's use of the licensed product beyond the scope contemplated by the Agreement; or
 - (8) the DoD's failure to use corrections or enhancements made available to the DoD by the Licensor at no charge.
- h) The obligation to indemnify the DoD, under the terms of this Section, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

5. **Virus, Malicious, Mischievous or Destructive Programming:**

Licensor warrants that the licensed product as delivered by Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the licensed products (each a "Virus"). However, the licensed products may contain a key limiting use to the scope and quantity of the license(s) granted, and license keys issued by Licensor for temporary use are time-sensitive.

The DoD's exclusive remedy, and Licensor's sole obligation, for any breach of the foregoing warranty shall be for Licensor to (a) replace the licensed products with a copy that does not contain Virus, and (b) if the DoD, has suffered an interruption in the availability of its computer system caused by Virus contained in the licensed product, reimburse the DoD for the actual reasonable cost to remove the Virus and restore the DoD's most recent back up copy of data provided that:

- the licensed products have been installed and used by the DoD in accordance with the Documentation;
- the licensed products have not been modified by any party other than Licensor;

DoD Software License Agreement

- The DoD has installed and tested, in a test environment which is a mirror image of the production environment, all new releases of the licensed products and has used a generally accepted antivirus software to screen the licensed products prior to installation in its production environment.

Under no circumstances shall Licensor be liable for damages to the DoD for loss of the DoD's data arising from the failure of the licensed products to conform to the warranty stated above.

6. **Delivery:** as shall be mutually agreed upon between DoD and reseller.
7. **Program Warranty:** Licensor warrants for the Warranty Period (as defined below) that the Hardware and Software will perform in all material respects the functions described in the Documentation when operated in accordance with the Documentation on a Supported Platform. "Warranty Period" means a period commencing on the date of original shipment by Licensor or issuance by Licensor of a license or access key, as applicable, of the applicable Product and continuing (i) for one (1) year with respect to Hardware, (ii) for ninety (90) days with respect to Software.
 - a) **Noncomplying Product:** In the event DOD determines that the Product is a Noncomplying Product, during the Warranty Period specified above, DOD will notify Licensor and Licensor will have ten (10) business days thereafter to begin remedying the nonconformance. If Licensor is unable to remedy such nonconformance within a reasonable time, Publisher agrees that DOD may return the Product and Publisher shall promptly refund any moneys paid for such Noncomplying Product.
 - b) **Publisher Remedies:** Licensee must report to Licensor in writing any breach of the warranties during the relevant warranty period. Licensor shall use commercially reasonable efforts to correct or provide a workaround for reproducible Software errors that cause a breach of this warranty or, if Publisher is unable to make the Software operate as warranted within a reasonable time considering the severity of the error and its impact on Licensee, Licensee shall be entitled to return the Software to Publisher and recover the fees paid by Licensee to Licensor for the license to the non-conforming Software.
 - c) **Discontinuance of Support:** Licensor will give DOD one hundred eighty (180) days advance written notice before Licensor or its authorized Resellers discontinue support of any Product.
8. **Limitation of Liability:** The Licensor's liability to the DoD under this Agreement shall be limited to the greater of (a) the value of any purchase order issued; or (b) \$250,000. This limitation does not apply to damages for:
 - a) Bodily injury;
 - b) death;
 - c) intentional injury;
 - d) damage to real property or tangible personal property for which the Licensor is legally liable; or
 - e) licensor's indemnity of the DoD for patent, copyright, trade secret, or trademark protection.

In no event will the Licensor be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement. Licensor will not be liable for damages due to lost records or data.

DoD Software License Agreement

9. **Termination:** Licensor may not terminate this Agreement for non-payment from reseller.
 - a) The DoD may terminate this Agreement without cause by giving Licensor thirty (30) calendar day's prior written notice (Notice of Termination) whenever the DoD shall determine that such termination is in the best interest of the DoD (Termination for Convenience).

10. **Background Checks:** This term will be applicable if required by local command policy and prior to the commencement of on-site professional services by Licensee employee who is proposed for assignment to perform services at your site or via remote access in or from the United States and only if the Licensor employee does NOT possess a Department of Defense ("DoD") performed National Agency Check with Inquiries ("NACI") or a DoD security clearance of SECRET or higher, Licensor, or its agent, will complete a criminal background check, or confirm that such a background check has been completed, on such employee. The criminal background check shall consist of a check of public records, to the extent available at the county level, where the employee has established credit in the United States as determined by a social security trace. The check is for felony and misdemeanor convictions within the seven (7) years preceding the date of the check. To the extent not prohibited by law, Licensor shall not assign any employee to perform such services for whom a criminal background check, at the time of its completion, uncovered conviction of a felony or conviction of a misdemeanor. In the event that DoD requires on-site support outside the United States, Licensor will make reasonable efforts to work with DoD in order to address its security concerns.

11. **Confidentiality:** Each party shall treat the other party's confidential information in the same manner as its own confidential information. The parties must identify in writing what is considered confidential information.

12. **Publicity/Advertisement:** The Licensor must obtain DoD approval prior to mentioning the DoD or a DoD agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.

13. **Territory:** Any Department of Defense (DoD) civilian or military installation or work site in the Continental United States (CONUS) or outside the Continental United States (OCONUS), regardless of where software was acquired.

14. **Backup for User Documentation:** Licensor grants DoD to make a reasonable number of copies for DoD's internal business purposes. DoD is responsible for ensuring that all copyright notices, trademarks and other restrictive legends are maintained on such copies. DoD is also responsible for reporting to Licensor if DoD learns of the misuse or mishandling of User Documentation provided under the contract to DoD personnel, contractors or Government employees.

15. **Transfers and Assignments:** Licensee is authorized to transfer or assign the Software or Licensee's rights in the Software, and such authorization would include sublicensing, assignment or transfer among or between DOD agencies, outsourcers, contractors of Licensee, (in support of the DoD mission) or authorize any portion of the Software to be copied onto or accessed from

DoD Software License Agreement

another individual's or entity's computer, except as may be explicitly provided in this Agreement.

- a) Transfers: within the DoD and in the event that an Authorized User has a valid license under this Agreement and that Authorized User is reorganized or restructured such that its responsibilities and operations are transferred to another Authorized User agency, the agency shall have the right to assign the affected program licenses to a successor.
- b) Assignments: Licensee is authorized to assign ownership of licenses when Licensee intends to designate an outsourcer, contractor (in support of the DoD mission), DoD Agency or other, as determined, to assume ownership of the license along Licensor's written concurrence. All activities by such Assignee shall be subject to the Licensor's Software License Agreement as modified herein. Any deviation shall be subject to a separate agreement between Licensor and such Assignee, specifying conditions for the management and maintenance of the Software, which agreement shall not impose any more restrictive covenants than are provided to Licensee in the Licensor's Software License Agreement, as modified herein. The assignment of licenses will be without cost to any party involved in the assignment of licenses. It is further understood that Assignee will be responsible for all future software maintenance costs of any assigned licenses.
- c) Licensee shall complete any required Licensor documentation required to facilitate the transfer or assignment of license and continuation of support for the transferee or assignee. All license transfers or assignments will be without cost to the Licensee, provided that the licenses are current with regard to Licensor annual maintenance, and the Licensee does not re-market or otherwise intend to resell the licenses to be transferred.

It is inherently understood Licensee and the successor transferee or assignee agree to be bound to this Software License Agreement.

- 16. Functionality Replacement and Extended Support.** If Licensor removes any or all of the material features or functionality to which DoD is being granted access hereunder from the Software without introducing replacement or substitute functionality such that the Software under a valid support and maintenance contract no longer performs its core operations as when initially released and Licensor subsequently offers those features or functionality in a new or different product (whether directly or indirectly or through a third party), then upon request by DoD the License will be deemed to include (i) the portion of those new or different products that contain the original features, or (ii) if those features cannot be separated out, the entire product, or (iii) another reasonable substitute as determined by DoD, will be provided to DoD under the terms of this Agreement at no additional charge to DoD provided such Software is under a valid support and maintenance contract. If the Software provided to DoD is updated as replacement, renamed or re-branded applications or products for any reason, then DoD shall be entitled to the same license to use the replacement, renamed or re-branded product as DoD had with respect to the Software that DoD had immediately prior to such replacement, renaming or re-branding, at no additional charge to DoD so long as (a) the new applications or products are functionally equivalent, at a minimum, and the same conditions of use apply as to the Software and (b) Licensor ceased or has advised DoD that Licensor intends to cease supporting the initial Software while DoD was still under a valid Maintenance and Support contract for such Software. If the form, fit, or functionality contained in any licensed products acquired hereunder is substantially reduced or if the product is replaced, and/or the Licensor provides the same or substantially similar functionality as a separate or renamed product, then

DoD Software License Agreement

the DoD is entitled to license such software without any additional license requirements or additional maintenance fees. However, throughout the term of this agreement, the Licensor will provide support services for at least a period of one year after the publisher declares an "end-of-life" to the software.

- 17. Rights of Survivorship of the Agreement.** This Agreement shall survive unto Licensor, its Successor, rights and assigns. The software and agreement terms and conditions as covered under this agreement shall survive this agreement, in perpetuity, notwithstanding the acquisition or merger of Licensor by or with another entity. Any software name changes, re-packing or merger of similar products that carry forward the same or similar function of the software shall be supported with updates, upgrades and new releases under this agreement at no additional cost provided DoD has a valid support and maintenance contract in effect.
- 18. Audit Responsibilities:** This Section sets out the sole audit right under this agreement.
- a) DOD will maintain, and promptly provide to Publisher upon its request, but no more frequently than once in a twelve (12) month period, accurate records regarding use of the software by or for DOD. If DOD becomes aware of any unlicensed use of the software, DOD will notify Contractor and Publisher within 15 calendar days, providing reasonable details. The limit of DOD's responsibility for any unlicensed use of the software by any Users employed by or performing services for DOD is the requirement that DOD purchase additional licenses for the product through Contractor without any penalty or promptly stop using the software and delete any unauthorized copies.
 - b) DOD will perform a self-audit, upon the request of the Publisher, but no more frequently than once in a twelve (12) month period, and report any change in software program use (hereinafter "True up number"). The Publisher may make such a request of an individual agency of the DOD and will notify the DOD in the event of such a request. If the Publisher requests a self-audit from a DOD agency, a will not make another request of that agency for at least 12 months. Any self-audit, which shall be certified by a DOD employee authorized to do so, shall include, but not be limited to, the number of copies of the programs installed and/or in use by the DOD, the designated system(s) on which the programs are installed and/or running, and if applicable, the number of users of the programs. DOD shall notify Contractor and Publisher of the True up number no later than 90 calendar days after completion of the self-audit. If the self-audit finds that DOD is under-licensed, DOD will either 1) cease use of the quantity in excess of the DoD licensed quantity and work with the Publisher and Contractor in good faith to account for such excess use or 2) make an additional purchase of the product through Contractor, wherein such pricing is in accordance with any current ESI pricing. The procurement of additional licenses, if required, will transpire no later than 60 days after DOD's aforementioned notification. There will be no penalties involved in the procurement of the additional licenses.
- 19. US Government Configuration Baseline:** The Publisher shall comply with the requirements of the US Government Configuration Baseline (USGCB) as specified at <http://usgcb.nist.gov> to ensure applications are fully functional and operate correctly as intended. The standard

DoD Software License Agreement

installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved USGCB configuration.

- a) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.
- b) Publisher shall also certify that any subsequent product/module for the life of the agreement is/are fully functional and operate correctly as intended on systems using USGCB prior to any product/module revisions being made available for Government use. Further, the Publisher shall maintain operability with USGCB standards as they evolve.
- c) DoD buyers may require compliance with additional baseline configuration requirements.

- 20. Net-Centricity:** The Department of Defense is transforming the way information is managed to accelerate decision-making, improve joint war fighting and create intelligence advantages. To reach this "Net-Centric" state, DoD must exploit advancing technologies that move the enterprise from an application centric to a data-centric paradigm. DoD ESI Contractor partners are encouraged to use the OSD NII DCIO Net-Centric Checklist, located at: http://DoDcio.defense.gov/Portals/0/Documents/NetCentric_Checklist_v2-1-3_.pdf to provide information on the Net-Centric posture of their IT products and services. Software products offered to and purchased by the DoD and Intelligence Community shall be licensed by the software publisher without restriction to information sharing among the DoD and IC in performing their missions.
- 21. Section 508 of the Rehabilitation Act Compliance:** Licensor shall provide any and all VPATs it has for its products and services which set forth to what extent the products and services meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site www.section508.gov.
- 22. Orders:** Any term or condition in an order to be placed that will expressly supersede a term or condition of this agreement must be mutually approved in writing (including via email) by the designated DOD PCO for this ESI BPA and Licensor, a copy of which shall be attached to such order. Any term or condition in an order that has been placed that expressly supersedes a term or condition of this agreement is ineffective unless made in accordance with the foregoing.
- 23. Temporary Use of Software During Times of Conflict and/or Natural Disaster:** As part of Temporary Expeditionary Deployments (TEDs), during the term of this Agreement, DoD may temporarily deploy and install or use on, or access from qualified desktops or servers, a reasonable number of Licensor software products in addition to those previously licensed pursuant to this Agreement at no additional cost ("TED Licenses"). TEDs are limited to deployments away from in-garrison locations (any military post or government office where troops or civilian government personnel are at a permanent location), war games, exercises, real world contingencies, and emergency situations similar to the initiated domestic terrorist attacks of 19 April 1995 (i.e., the Timothy McVeigh Terry Nichols perpetrated 'Oklahoma City Bombing' involving the Alfred P. Murrah Federal Building'); the initiated international terrorist attacks, perpetrated on American soil, on 9/11/2001; and finally, the national inclement weather natural disasters perpetrated by Hurricane(s) Katrina and Rita during the August and September months

DoD Software License Agreement

of Calendar Year 2005, where temporary duty stations (TED's) and continuity of operations (COOP) alternative venues or sites were needed, for a substantial period of time, due to the destruction of federal or U.S. Government facilities, infrastructure, offices and work spaces. For licenses connected to a DoD network server, on a semi-annual basis, Licensor shall provide an additional temporary license pool equal to the quantity of network versions purchased, which may be accessed during a TED event. For computers not connected to a DoD network server, The Licensor shall provide, on a quarterly basis, a pre-activated temporary (ninety) 90 day single seat network license which can be copied for use on any number of computers. After the TED, or six (6) calendar months, whichever is shorter ("Temporary Use Period"), unless a different time period is agreed to in writing by the Licensor, the DoD will provide a written certification that the TED Licenses have either been removed from service, or payment has been made under this Agreement to purchase additional perpetual licenses equal to the number of TED Licenses not removed from service. DoD agrees to use the TED Licenses in accordance with the terms contained in this Agreement and the applicable version of the Software License Agreement.

- 24. Software Asset Management & ISO-IEC 19770:2015 Series:** The Licensor shall endeavor to comply with ISO 19770:2009 Series Standards for all installable or distributable software products governed by this agreement. If any part of the ISO-IEC 19770:2009 standard is not approved by the ISO International Standards Committee at the time of contract execution, the Licensor shall make commercially reasonable efforts to comply with the standard upon approval by ISO.
- 25. Authorized Users:** An Authorized User includes, but is not limited to DoD government employees (military, civilian, reserves, national guard), contractors, non-human devices, detailed individuals that are included and accounted for in the DoD in support of DoD missions and those individuals or non-human devices who have access to, use or are tracked by Licensor's programs.
- 26. Data Sharing/Transfer:** Data transfer is: Batch Processing, Multiplexing and Flat File Environments. This license provides the DoD all rights concerning data sharing, data access, data transfer and data manipulation for authorized users associated with the DoD missions. The parties agree that as long as one party has a valid license, the transfer of data or the sharing of data is unrestricted. This license also provides for the ability of authorized users to access data from any US-owned datacenter with data owner granted permission and any appropriately licensed non-US owned datacenters.
- 27. Data Recovery and Virtualization:**
- a) Data Recovery methods include four types of environments: Backup, Failover, Standby, and Remote Mirroring. All types of data recovery servers will not require additional licenses as long as the number of data recovery servers equals the number of primary servers.
 - b) For virtualized servers, both parties agree that only the primary server must be licensed. It is understood that advanced virtualization functions (soft partitioning including live migration) are incorporated herein by expressed written reference and by this license agreement. Thus, no additional licenses will be required to accommodate future data recovery and virtualization commercially accepted methods or practices.

- 28. Shelf Ware:** It is recognized, that in some instances, DoD may have excess Licensor software licenses that are not currently being used or needed by DoD. These licenses are commonly called Shelf Ware. At DoD's sole discretion, the DoD may transfer any these licenses as described in Section 13 of this document or DoD may terminate the license grant, as it deems necessary. The termination or transfer of licenses may result in a reduced license count and DoD may elect not to renew maintenance for such terminated and/or transferred licenses after such maintenance contract has expired. In no event, when a subset of licenses is terminated or if the level of support is reduced, support for the remaining licenses will not change in services or result in any type of fee recalculation.
- 29. Third Party Software:** Notwithstanding anything to the contrary, the Government shall not be subject to third party terms and conditions that are contrary to Federal law.
- 30. Additional Functionality:** Any additional functionality provided on Licensor Products under a valid support and maintenance contract shall not impose additional license terms and/or fees on the Government.
- 31. License copies for training, evaluation, research and development (including Research Labs) and back-up.**
During the term of this agreement (including any renewal term), an agency (as defined locally) may (i) run up to 50 complimentary copies of any additional Software-only product in a dedicated training facility on their premises; (ii) run up to 10 complimentary copies of any Software-only product that the Licensor make available to license as an additional product for a 120-day evaluation period; (iii) run complimentary copies of Software-only enterprise products and additional products for up to 5% (five percent) above the total number of licenses licensed hereunder and used in accordance with this Agreement on Authorized Users desktops or processors for research and development purposes; and (iv) make and retain one complimentary copy of any licensed product for back-up or archival purposes for each of their distinct geographic locations.
- 32. Finality of Terms:** This agreement and any attachments to this agreement will be the sole document governing the granting of licenses between DoD and Licensor. There shall be no changes to this license agreement unless agreed to by both parties in writing.
- 33. Software Titles Incorporated by this License Agreement:** All software titles sold by Licensor will be incorporated into this agreement and any and all other software or software title which may be added through Licensor's in-house development or corporate acquisition. It is the DoD's anticipation this agreement will cover any and all software companies Licensor may purchase in the future.
- 34. Use of this Agreement by the Federal Government:** The parties agree that, if a federal agency implements another contracting vehicle for Licensor's products, and if the licensee is an agency of the Federal Government, then, the terms and conditions of this Agreement can apply to any purchase of software products by that agency, and that the terms and conditions of this Agreement become part of the purchase document without need for further execution.

DoD Software License Agreement

Additionally, should a Federal Government Agency desire to use this agreement, it will be without remuneration to any party.

- 35. DoD Enterprise License:** The parties agree, that in the spirit of cooperation, there may be an instance, during the course of this agreement, where DoD desires an Enterprise Agreement with the Publisher. The parties agree that all will work towards implementation of a DoD Enterprise Agreements, that all terms contained in this agreement may become part of the Enterprise Agreement and the DoD and Publisher will work cooperatively on issues that may hamper such an agreement (legacy licenses and the accompanying support, Right-sizing the enterprise and so on).
- 36. Virtualization:** Publisher recognizes Virtualization through partitioning. Should DOD desire to implement virtualization for Publisher's software programs licensed pursuant to this agreement, partitioning shall be defined and executed as follows:
- a) **Soft Partition (also called Software Partition):** Soft Partition means to partition the operating system using system resource managers that limit the number of CPUs running Publisher Programs. Soft Partitioning creates areas within the same operating system where CPU resources are specifically allocated to respective applications.
 - b) **Hard Partition (also called Hardware Partition):** Hard Partition means to partition the server by physically separating the processors of a single server into distinct smaller servers, each of which acts as a physically independent, self-contained server, typically with its own dedicated CPUs, operating system, separate boot area, memory, input/output subsystem, and network resources.
 - c) **Implementation:** If DOD partitions through either Soft Partitioning or Hard Partitioning then DOD is only required to license programs for the partitions on which DOD will be installing and/or running the software.
- 37. Deployment and Use of Perpetual, Subscription or Term Licenses in a Cloud Computing Environment:** Any licenses acquired under this agreement will have a perpetual Cloud Grant. DOD can deploy and use any quantity of its perpetual or term Publisher licenses in any cloud computing environment (private or public) and with any third-party cloud service provider. The use of DOD licenses is limited to the mission and business of the DOD. The DOD retains all ownership responsibilities of the licenses. The DOD will maintain records of license deployment.
- DOD can transfer its perpetual and term Publisher licenses between on-premises data centers and third party cloud service providers or to other third party cloud service providers without charge, limitation, or change in functionality. The DOD shall have the right to determine the version level for transfers.
- For licensed programs used in Cloud Environments and for which software support or maintenance is current, DOD may upgrade or downgrade the version level without charge.
- WIneffective Provisions:** If any document incorporated by reference into this agreement, and/or referenced therein, contains a provision (a) allowing for the automatic termination of your license rights or technical support services; (b) allowing for the automatic renewal of services and/or fees; (c) requiring the governing law to be anything other than Federal law, and/or (d) that otherwise

DoD Software License Agreement

violates applicable Federal law, then, such terms shall not apply and shall have no effect. If any document incorporated by reference into this agreement, including additional terms and conditions included and/or referenced therein, contains an indemnification provision, such provision shall not apply as to the United States indemnifying the Publisher or any other party.

- 38. Previously Acquired Licenses:** All Publisher licenses, of any versions or releases, that were acquired and/or assigned to any DOD agency prior to the effective date of this Software License Agreement shall be converted and replaced with licenses subject to this Software License Agreement.
- 39. Data Ownership in a Cloud Environment:** When the term of services end, Licensee generally no longer has rights to access or use the services, including the associated Publisher programs and services environments. For a period of 180 days after the end of the services, Publisher will make available Licensee's content and applications then in the services environment for the purpose of retrieval by Licensee. At the end of the 180-day period, and except as may be required by law, regulation, or federal, DoD, or agency policy or directives, Publisher may delete or otherwise render inaccessible any of content and applications that remain in the services environment.
- 40. Professional Services:** Publisher may subcontract all or part of the Services to be performed, to a qualified third party only with the explicit written acceptance of the Licensor. Any subcontracting of services must be noted on the Order Form and acknowledged in the customer's delivery order.
- 41. Parallel Operations:** For no additional cost, the DOD agency shall have the ability to run Publisher's software on parallel systems for up to 180 days, or a longer mutually agreed upon timeframe, for system migrations, testing, and/or hardware refreshes. The DOD will ensure the duplicate Instances required during the Parallel Operation period are uninstalled and deleted once the parallel operation is no longer required. The DOD will only request the ability to run the same number of license Instances that are currently owned by the DOD. If additional licenses are required than the quantity owned by the DOD agency, the DOD will acquire the necessary licenses.

DoD Software License Agreement

EXHIBIT A

Riverbed End User License Agreement and Product Warranty Statement

Licensor (“Publisher” or “Riverbed”) and DoD (“DoD” or “Licensee”) hereby agree to amend the Riverbed End User License Agreement and Product Warranty Statement (“EULA”) as set forth below. Except as set forth below, all terms and conditions of the EULA shall remain in effect.

- 1) Section 1(a) is deleted and replaced with the following:

“Additional Use Rights” means the terms and conditions set forth in Annex 1.

- 2) Section 1(h) is deleted and replaced with the following:

“Support” means Riverbed’s generally available end user maintenance and support services as described in Exhibit C.

- 3) Section 2(d) is deleted and replaced with the following:

“If Licensee purchases, accesses or uses any Cloud Services (as defined in the CSA), then the terms of Riverbed’s Cloud Services Agreement set forth at Exhibit B (“CSA”) shall apply.

- 4) Section 4(a):

At the end of the second sentence, the URL (www.riverbed.com/supportservicedescription) is deleted and replaced with reference to Exhibit C.

1. **DEFINITIONS.**

(a) **“Additional Use Rights”** means the terms and conditions set forth at www.riverbed.com/license/additional_use_rights, as may be updated by Riverbed from time to time.

(b) **“Documentation”** means the then-current written and/or electronic end user or technical documentation pertaining to a Product that is provided by Riverbed together with the delivery of a Product or otherwise made available by Riverbed.

(c) **“Hardware”** means any hardware or equipment on Riverbed’s or one of its affiliate’s then-current price list or otherwise made available by Riverbed, including any components or replacements of any of the foregoing.

(d) **“Perpetually Licensed Product”** means any Software that is licensed by Riverbed on a perpetual basis as set forth in the applicable ordering documentation received by Riverbed, the Product description on Riverbed’s then-current price list, or the Additional Use Rights with respect to a particular Product.

(e) **“Products”** means, collectively, the Hardware and Software and all Documentation associated therewith. For the avoidance of doubt, Products include the Perpetually Licensed Products, Term Licensed Products, and Subscription Products.

(f) **“Software”** means any software on Riverbed’s or one of its affiliate’s then-current price list or otherwise made available by Riverbed, including (i) software provided on a stand-alone basis, (ii) software provided on or with any Hardware, (iii) software provided as part of hosted services, SaaS, or cloud services, and (iv) any upgrades, updates, patches, enhancements, or fixes to any of the foregoing that may be made available by Riverbed.

(g) **“Subscription Product”** means any Software that is licensed by Riverbed on a term or subscription basis that expires after the applicable term or subscription period ends as set forth in the applicable ordering documentation received by Riverbed, the Product description on Riverbed’s then-

DoD Software License Agreement

current price list, or the Additional Use Rights with respect to a particular Product, and that includes Support bundled with the subscription.

(h) **“Support”** means Riverbed’s then-current generally available end user maintenance and support services as described at www.riverbed.com/supportservicedescription.

(i) **“Term Licensed Product”** means any Software that is licensed by Riverbed on a term or subscription basis that expires after the applicable term or subscription period ends as set forth in the applicable ordering documentation received by Riverbed, the Product description on Riverbed’s then-current price list, or the Additional Use Rights with respect to a particular Product, but that does not include any Support bundled with the term license.

2. LICENSE GRANT.

(a) **Perpetually Licensed Products.** Subject to the terms and conditions of this Agreement and provided that Licensee has paid the applicable fees, Riverbed grants Licensee a perpetual, limited, personal, non-sublicensable, non-transferable (except as expressly provided in Section 11), nonexclusive license to: (a) install, access, and use the Perpetually Licensed Product (in object code format only), (b) access, use, and reasonably reproduce the Documentation, and (c) exercise any other rights applicable to the Perpetually Licensed Product as expressly set forth in the Additional Use Rights.

(b) **Subscription Products and Term Licensed Products.** Subject to the terms and conditions of this Agreement and provided that Licensee has paid the applicable fees, Riverbed grants Licensee a limited, personal, non-sublicensable, non-transferable (except as expressly provided in Section 11), nonexclusive license for the duration of the applicable term or subscription period purchased by Licensee to: (a) install, access, and use the Subscription Product or Term Licensed Product (in object code format only), (b) access, use, and reasonably reproduce the Documentation, and (c) exercise any other rights applicable to the Subscription Product or Term Licensed Product as expressly set forth in the Additional Use Rights. Each instance of the applicable Subscription Product or Term Licensed Product may be used only for the term of the license purchased by Licensee.

(c) **Additional Product Rights.** Licensee shall exercise the rights granted in this Agreement solely for Licensee's internal business use in accordance with the Documentation and shall comply with all other restrictions and limitations applicable to each Product, including all terms and conditions set forth in the Additional Use Rights. If there is a conflict between the terms and conditions of the Additional Use Rights and the main body of this Agreement, the Additional Use Rights will control, but only with respect to the applicable Product to which such terms pertain. Subject to the foregoing, the specific Products licensed and/or made available to Licensee under this Agreement, including the number of licenses issued and the term of any applicable license or subscription, as applicable, will be identified on the applicable ordering documentation received by Riverbed. Riverbed may require the purchase of a minimum subscription term and/or require payment either up front or monthly based on Riverbed’s then-current purchase and invoice policies for any Term Licensed Product and/or Subscription Product purchases. Licensee may use each licensed copy of the Software that is provided on or with any Hardware only as embedded in or for execution on that specific unit of Hardware (or replacement thereof) owned or leased by Licensee. Licensee may also copy configurations of the Software (excluding any Software provided on or embedded in any Hardware) solely for backup, archival and/or disaster recovery purposes. Without granting any additional licenses or usage rights hereunder, Licensee may authorize its contractors and outsourcers to access, use or operate the Products solely on Licensee’s behalf, provided that (i) Licensee obtains any such third party’s binding consent to abide by the terms of this Agreement, and (ii) Licensee remains responsible for such third parties’ use of the Products and compliance with the terms

DoD Software License Agreement

and conditions of this Agreement, and any breach of this Agreement by any such third party will be deemed a breach of this Agreement by Licensee.

(d) **Cloud Services.** If Licensee purchases, accesses or uses any Cloud Services (as defined in the CSA), then the terms of Riverbed's Cloud Services Agreement set forth at www.riverbed.com/license ("CSA"), as may be updated by Riverbed from time to time, shall apply.

3. LICENSE RESTRICTIONS.

(a) **License Restrictions.** Except as expressly permitted by this Agreement, Licensee shall not, and shall not authorize or permit any other person or entity to, directly or indirectly: (a) copy, modify (except as expressly permitted under the applicable Documentation), distribute, or create derivative works of any Product, (b) disassemble, decompile or reverse engineer any of the Products, or otherwise attempt to discover any source code, structure, algorithms, sequence, organization or ideas underlying any of the Products (except where the foregoing is expressly prohibited by applicable local law, and then only to the extent so prohibited), (c) sell or resell any Products, (d) sublicense, rent, lease, use for timesharing or service bureau purposes for third parties or otherwise provide temporary access to any Product or use any Product for the benefit of any third party, (e) provide Product or Support passwords or other Product log-in information to any unauthorized third party, (f) publish or disclose any information or results relating to performance, performance comparisons or other "benchmarking" activities relating to any Product, (g) obscure, alter, remove, or destroy any proprietary markings, restrictive legends, or intellectual property notices on any Product, or (h) access or use any Product for purposes of designing or developing a competing product or service. Notwithstanding the foregoing, Licensee may use the Products pursuant to a leasing arrangement whereby Licensee leases the Product from a third party authorized by Riverbed. Licensee acknowledges and agrees that the Software (including its design and structure) and Documentation constitute trade secrets and/or confidential information of Riverbed or its licensors. Except as expressly permitted by this Agreement, Licensee shall hold in confidence and shall not disclose, provide, or permit access to any Software or Documentation in any form to any third party without Riverbed's prior written consent. Regardless of any references to any sale or purchase in this Agreement, all Software is licensed by Riverbed, and not sold. As between the parties, all ownership rights with respect to the intellectual property rights in and to the Products, and any copies or portions thereof, remain in Riverbed and its suppliers and licensors. The Products are protected by the intellectual property laws (including copyright laws) of the United States, foreign jurisdictions and all applicable international treaties. This Agreement does not grant Licensee any rights not expressly set forth herein. Any action of Licensee in contravention of this Section 3 may result in the termination of this Agreement, including the license grant for the Software, as described in Section 8 below.

(b) **Licensing Metrics.** Certain Products are made available on a concurrent, Licensed Server, and/or on a per user or per seat basis, and/or are subject to other capacity metrics as set forth in the applicable ordering documentation received by Riverbed, the Product description on Riverbed's then-current price list, or the Additional Use Rights with respect to a particular Product. The following terms apply to any such Products unless otherwise specified in the Additional Use Rights for a particular Product.

(i) **Concurrent Basis.** Software licensed on a concurrent basis may be copied onto any number of Licensee's laptops, personal computers, or other compatible devices provided that the total number of concurrent users and/or executions does not exceed the number of concurrent user and/or execution licenses acquired by Licensee. Each user that is using an instance of Software will be deemed a concurrent user, and each execution of Software will be deemed a concurrent execution, for purposes of calculating the total number of concurrent users and/or concurrent executions.

DoD Software License Agreement

(ii) **Licensed Server Basis.** For Software licensed on a Licensed Server basis, each instance of the applicable Software licensed by Licensee may be installed on a single server or cluster of servers operating as a single entity that is identified to Riverbed at the time of purchase or download and that is running a supported operating system or computing platform (each a, “**Licensed Server**”). Software licensed on a Licensed Server basis may also be installed on a single backup server or cluster of backup servers operating as a single entity running a supported operating system or computing platform and used only if the primary Licensed Server fails. Only one copy of a single Software instance licensed on a Licensed Server basis may be running or used at any time. Provided that the Software is covered by a then-current Support plan, Licensee may transfer Software from the designated Licensed Server to another designated server that meets the requirements to be a Licensed Server, provided that the new designated server is identified to Riverbed at the time of transfer and, upon transfer, the Software on the original Licensed Server is no longer used and is de-installed using any de-installation instructions provided by Riverbed. Upon transfer of the Software to a new designated server in accordance with the foregoing requirements, the new designated server will be deemed a Licensed Server.

(iii) **Per Device / Per End Point / Per Seat / Per User / Per Unit Basis.** Software licensed on a per device, per end point, per seat, per user and/or similar per unit basis may be used only up to the number of devices, end points, seats, users and/or other applicable units purchased by Licensee for that instance. If the Software is licensed on a named user basis, only the specified named users may access and use the Software and named user accounts may not be shared between multiple users.

(iv) **Capacity.** For Software licensed on a capacity basis, each instance of Software purchased by Licensee may be used only up to the capacity purchased by Licensee for that instance (e.g., throughput, bandwidth, number of TCP connections, flow capacity, number of management licenses for Riverbed devices, or other specified capacity).

4. **SUPPORT AND UPGRADES.**

(a) **Perpetually Licensed Products and Term Licensed Products.** The license fees for Perpetually Licensed Products and Term Licensed Products do not include Support, and therefore Licensee is not entitled to receive, any support services, upgrades, updates, patches, enhancements or fixes for any Perpetually Licensed Product or Term Licensed Product unless the Licensee separately purchases Support. If Licensee purchases Support for a Perpetually Licensed Product or Term Licensed Product, Riverbed shall provide such Support as described at www.riverbed.com/supportservicedescription. Licensee is not entitled to, and shall not, install or use any Software upgrades, updates, patches, enhancements or fixes made available by Riverbed, including on Riverbed’s support website, except on or with Products that are covered by a then-current paid Support plan.

(b) **Subscription Products.** The fees for Subscription Products include Support for the duration of the applicable term or subscription period purchased by Licensee.

5. **STANDARD WARRANTY; WARRANTY DISCLAIMER.**

(a) Riverbed warrants to Licensee that the Hardware and Software, as originally shipped by Riverbed, will conform in all material respects to the applicable published specifications for such Products during the applicable Warranty Period. “**Warranty Period**” means a period commencing on the date of original shipment by Riverbed or issuance by Riverbed of a license or access key, as applicable, of the applicable Product and continuing (i) for one (1) year with respect to Hardware, (ii) for ninety (90) days with respect to Perpetually Licensed Products, and (iii) with respect to Term Licensed Products and Subscription Products, for ninety (90) days or until the expiration or termination of the applicable term or subscription period purchased by Licensee, whichever occurs sooner. Shipment of a replacement Product or provision of any updates or upgrades will not extend the Warranty Period. The foregoing warranty

DoD Software License Agreement

does not extend to any Product that (a) is modified or altered, (b) is not maintained and stored in accordance with Riverbed's maintenance recommendations and instructions, (c) has its serial number removed or altered, (d) is damaged (including by electrical power surges), mishandled, or treated with abuse, negligence or other improper treatment (including use outside the recommended environment or in violation of this Agreement), or (e) is not used in accordance with the applicable Riverbed published specifications and/or Documentation. Licensee's sole and exclusive remedy, and Riverbed's sole and exclusive obligation, for any breach of the foregoing warranties will be, at Riverbed's option, (I) with respect to the Hardware and Software warranty, the repair or replacement of or (at Riverbed's option if repair or replacement is impractical) refund of the fees received by Riverbed for returned non-conforming units of Product for which full documentation and proof of non-conformity is provided to Riverbed (and for which a Riverbed RMA has been issued) within the applicable Warranty Period, and (II) with respect to Support and Hosting Services, re-performance of the applicable service. Such refund will be paid to Licensee or the Riverbed channel partner making the warranty claim. Riverbed is not responsible for any difference between the amount paid to Riverbed for the returned Product and the amount paid by Licensee for such returned Product.

(b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, RIVERBED PROVIDES THE PRODUCTS "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, SECURITY AND NONINFRINGEMENT. RIVERBED ALSO MAKES NO WARRANTY REGARDING (I) NONINTERRUPTION OF USE, (II) FREEDOM FROM BUGS, (III) THE AVAILABILITY AND/OR FUNCTIONALITY OF THIRD PARTY PRODUCTS, SERVICES, APIS, AND/OR INTEGRATIONS THAT ARE MADE AVAILABLE BY ANY THIRD PARTY, AND/OR (IV) THAT ANY PRODUCT OR SERVICE WILL MEET LICENSEE'S REQUIREMENTS. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

6. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, BUT SUBJECT TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHER LEGAL OR EQUITABLE THEORY, (A) NEITHER RIVERBED NOR ANY OF ITS AFFILIATES OR SUPPLIERS IS LIABLE FOR (I) ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, CONTRACTS, BUSINESS, REVENUES, GOODWILL OR REPUTATION, (II) COST OF COVER OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, OR (III) LOSS OR CORRUPTION OF DATA, INTERRUPTION OF USE, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM LICENSEE'S USE OF (OR INABILITY TO ACCESS OR USE) ANY PRODUCT, AND (B) THE AGGREGATE LIABILITY OF RIVERBED AND ITS AFFILIATES AND SUPPLIERS WILL NOT EXCEED THE AGGREGATE FEES RECEIVED BY RIVERBED FOR THE APPLICABLE PRODUCT OR SERVICE THAT GAVE RISE TO THE CLAIM. THE FOREGOING LIMITATION IS CUMULATIVE, WITH ALL CLAIMS BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF RIVERBED IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THE PRODUCTS ARE NOT DESIGNED FOR USE IN ANY DEVICE OR SYSTEM IN WHICH A MALFUNCTION OF THE PRODUCT WOULD RESULT IN FORESEEABLE RISK OF INJURY OR DEATH TO ANY PERSON. THIS INCLUDES OPERATION OF NUCLEAR FACILITIES, LIFE-SUPPORT SYSTEMS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS AND AIR TRAFFIC CONTROL. NEITHER RIVERBED NOR ANY OF ITS AFFILIATES IS LIABLE FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL OR FOR ANY ALLOCATION OF PRODUCTS BETWEEN ITS CUSTOMERS

DoD Software License Agreement

IN THE EVENT OF A SHORTAGE. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY OF A PERSON.

7. **TERMINATION.** This Agreement will continue in effect (a) indefinitely, with respect to a Perpetually Licensed Product, or (b) for the duration of the applicable term or subscription period purchased by Licensee with respect to a Subscription Product or a Term Licensed Product. This Agreement will terminate if Licensee violates or fails to comply with any provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of notice of such breach from Riverbed. Any termination of this Agreement will also terminate the licenses and/or other rights granted hereunder. Upon termination of this Agreement, Licensee shall cease use of all Software and Documentation, shall destroy and remove from all computers, hard drives, networks and other storage media all copies of the Software (if applicable) and Documentation, and shall certify to Riverbed that such actions have occurred. Sections 1, 3, 6(b), and 7 through 11 will survive any termination of this Agreement. Riverbed reserves the right to temporarily suspend or permanently terminate use of or access to instances of Subscription Products in the event that Licensee violates any terms of this Agreement or Riverbed does not timely receive payment from the Licensee, or, as applicable, the channel partner, that purchased the Subscription Products from Riverbed. Licensee is not authorized to terminate any Term Licensed Product and/or Subscription Product licenses prior to the end of the purchased license term unless otherwise expressly provided in the Additional Use Rights or otherwise agreed in writing by Riverbed.

8. **EXPORT CONTROLS.** Licensee shall comply with all applicable export laws, restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and any other United States, European Union, Singapore or other foreign agency or authority and shall not import, export or re-export, or allow the import, export or re-export of, any Product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any such laws, restrictions or regulations. Pursuant to these laws, restrictions, and regulations, Licensee shall ensure that no Product is, in the absence of authorization by U.S. and other applicable law as required, used by or exported, sold or re-exported to (a) any U.S. sanctioned or embargoed country, or to nationals or residents of such countries, (b) any person, entity, organization or other party identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons List, or the Department of State's Debarred Parties List, as published and revised from time to time, or (c) any party who is known or suspected to be involved in relation to any nuclear, biological or chemical weapons, or proliferation-related end-uses restricted by the U.S. Export Administration Regulations, including the design, development, or production of missiles capable of delivering these weapons. Without limiting the foregoing, Licensee shall not use any Product, technology or information it obtains or learns pursuant to this Agreement in relation to any nuclear, biological or chemical weapons, or proliferation-related end-uses restricted by the U.S. Export Administration Regulations, including the design, development or production of missiles capable of delivering these weapons.

9. **GOVERNMENT USE.** If Licensee is part of an agency, department, or other entity of the United States Government ("**Government**"), the use, duplication, reproduction, release, modification, disclosure and transfer of the Products is restricted in accordance with the Federal Acquisition Regulations (FAR) as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement (DFARS) as applied to military agencies. The Products qualify as "commercial items" under FAR § 2.101 and all Products are developed exclusively at private expense. The Software is (a) "commercial computer software" under FAR §12.212 and §52.227-19 and DFARS §227.7202 and §252.227-7014(a)(1), and (b) "restricted computer software" under FAR §§52.227-14(a). The Documentation is "computer software documentation" as set forth in FAR §52.227-14(a) and DFARS §252.227-7013(a). For purposes of this

DoD Software License Agreement

Agreement, references in this Agreement (including in the Additional Use Rights) to “business” use will be deemed references to Government use if Licensee is part of the Government. In accordance with such provisions, any use of any Product by the Government will be governed solely by the terms of this Agreement. All other use by or on behalf of the Government is prohibited.

10. **MISCELLANEOUS.** If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible consistent with the original intent of the parties, and the other provisions of this Agreement will remain in force. The failure of Riverbed to enforce its rights under this Agreement or to act with respect to a breach of this Agreement by Licensee or others will not be construed as a waiver of such rights and will not limit Riverbed's rights with respect to any such breach or any subsequent breaches. This Agreement is personal to Licensee and Licensee shall not assign (by operation of law or otherwise), transfer or sublicense any obligation or benefit under this Agreement, in whole or in part, for any reason whatsoever without Riverbed's prior written consent, and any action or conduct in violation of the foregoing will be void and without effect. Riverbed may assign this Agreement, or delegate any of its obligations hereunder, in whole or in part (except that Riverbed shall obtain the consent of the Government where the Government is the Licensee hereunder and such consent is required). For all purposes under this Agreement, each party shall be and act as an independent contractor of the other and shall not bind nor attempt to bind the other to any contract. This Agreement is governed by and construed in accordance with the laws of the State of California (without regard to the conflicts of laws provisions thereof or the UN Convention on the International Sale of Goods). Unless otherwise elected by Riverbed in writing for a particular instance or prohibited by applicable law, the sole jurisdiction and venue for any court claims will be the state and U.S. federal courts located in San Francisco, California, USA, and both parties consent to the jurisdiction of such courts. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. There are no third party beneficiaries of this Agreement. Unless otherwise expressly provided, all remedies under this Agreement are cumulative and not exclusive. Unless otherwise expressly indicated, “including” (and other variations thereof) means, as applicable, “including but not limited to” and “herein” and “hereunder” are references to this Agreement. This Agreement, including all online terms referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof, to the exclusion of any pre-printed or contrary terms of any purchase order (or similar document) and supersedes and cancels any prior agreements, proposals, discussions, understandings, negotiations or representations between the parties relating to the subject matter of this Agreement, and all past dealing or industry custom. This Agreement will not be modified or waived, except by a mutual signed writing, provided that Riverbed may update the online terms referenced herein from time to time. If this Agreement is deemed an offer, acceptance is expressly limited to these terms. If there is a mutually signed agreement (not including any purchase order or similar document) between Riverbed and Licensee expressly covering the license of Products by Riverbed to Licensee, then the express terms of that agreement will govern to the extent such agreement conflicts with the terms of this Agreement. Riverbed may, upon at least two (2) weeks' advance written notice, inspect, or have an accountant or auditor inspect, Licensee's books and records relating to this Agreement and Licensee's compliance with its terms and conditions, for up to two prior years of records from the date of such audit. Any such audit will be conducted during Licensee's normal business hours and in a manner that does not materially interfere with Licensee's normal business operations. If any audit reveals that Licensee is in breach of this Agreement, then Licensee shall (a) reimburse Riverbed for the actual expenses associated with the audit and (b) if applicable, compensate Riverbed (at Riverbed's then-current list price) for any unauthorized use of or access to any Product (e.g., any use by any unauthorized users or use of any unauthorized copies or instances of a Product). From time to time Riverbed may also require Licensee to provide written assurances satisfactory to Riverbed to confirm Licensee's compliance with the terms and conditions of

DoD Software License Agreement

this Agreement, including all terms and conditions set forth in the Additional Use Rights. The parties acknowledge and agree that this Agreement is subject to the U.S. Electronic Signatures in Global and National Commerce Act, the Singapore Electronic Transactions Act, the U.K. Electronic Communications Act 2000, and any similar law in any other applicable jurisdiction that makes legally effective a contract in electronic form, and authorizes acceptance by means of an electronic signature or process.

DoD Software License Agreement

EXHIBIT B Riverbed Cloud Services Agreement

Licensor (“Publisher” or “Riverbed”) and DoD (“DoD” or “Customer”) hereby agree to amend the Riverbed Cloud Services Agreement (“CSA”) as set forth below. Except as set forth below, all terms and conditions of the CSA shall remain in effect.

- 1) Section 1(a) is deleted and replaced with the following:

“Additional Use Rights” means the terms and conditions set forth in Annex 1. Riverbed’s Additional Use Rights is attached hereto as Annex 1.

- 2) Section 1(i) is deleted and replaced with the following:

“SaaS Services” means the Riverbed cloud and/or software-as-a-service (SaaS) offering described in the applicable ordering documentation received by Riverbed, the cloud or SaaS offering description on Riverbed’s then-current price list, or Annex 1 with respect to a particular cloud or SaaS offering.

- 3) Section 1(j) is deleted and replaced with the following:

“SLA” means the service level agreements for the SteelCentral Aternity Cloud Service and the SteelCentral AppInternals Cloud Service as described at Annexes 2 and 3 respectively. The SteelCentral Aternity Cloud Service and the SteelCentral AppInternals Cloud Service SLAs are attached hereto as Annex 2 and Annex 3 respectively.

- 4) Section 1(m) is deleted and replaced with the following:

“Support” means Riverbed’s generally available end user maintenance and support services as described in Exhibit C.

- 5) Section 5:

In the first sentence, Riverbed’s privacy policy URL (www.riverbed.com/privacypolicy) is deleted and replaced with reference to Annex 4. Riverbed’s privacy policy is attached hereto as Annex 4.

The last sentence of Section 5 is deleted in its entirety.

- 6) Section 7 is hereby deleted in its entirety.

1. DEFINITIONS.

(a) “**Additional Use Rights**” means the terms and conditions set forth at www.riverbed.com/license/additional_use_rights, as may be updated by Riverbed from time to time.

(b) “**Cloud Services**” means, collectively, any SaaS Services or Hosting Services.

(c) “**Customer Data**” means all information and data provided by or on behalf of the Customer to Riverbed as part of the Cloud Services.

(d) “**Documentation**” means the then-current written and/or electronic end user or technical documentation pertaining to the applicable Cloud Service that is provided by Riverbed together with the delivery of the applicable Cloud Service or otherwise made available by Riverbed.

(e) “**Hardware**” means any hardware or equipment on Riverbed’s or one of its affiliate’s then-current price list or otherwise made available by Riverbed, including any components or replacements of any of the foregoing.

DoD Software License Agreement

(f) **“Hosting Services”** means any hosting services on Riverbed’s or one of its affiliate’s then-current price list or otherwise made available by Riverbed that are provided by Riverbed for a Perpetually Licensed Product, Term Licensed Product or a Subscription Product that enable any such Product to be used in a hosted or SaaS environment.

(g) **“Perpetually Licensed Product”** means any Software that is licensed by Riverbed on a perpetual basis as set forth in the applicable ordering documentation received by Riverbed, the Product description on Riverbed’s then-current price list, or the Additional Use Rights with respect to a particular Product.

(h) **“Products”** means, collectively, the Hardware and Software and all Documentation associated therewith. For the avoidance of doubt, Products include the Perpetually Licensed Products, Term Licensed Products, and Subscription Products.

(i) **“SaaS Services”** means the Riverbed cloud and/or software-as-a-service (SaaS) offering described in the applicable ordering documentation received by Riverbed, the cloud or SaaS offering description on Riverbed’s then-current price list, or at www.riverbed.com/license/additional_use_rights with respect to a particular cloud or SaaS offering.

(j) **“SLA”** means each of the then-current service level agreements as described at www.riverbed.com/service-level-agreements.

(k) **“Software”** means any software on Riverbed’s or one of its affiliate’s then-current price list or otherwise made available by Riverbed, including (i) software provided on a stand-alone basis, (ii) software provided on or with any Hardware, (iii) software provided as part of hosted services, SaaS, or cloud services, and (iv) any upgrades, updates, patches, enhancements, or fixes to any of the foregoing that may be made available by Riverbed.

(l) **“Subscription Product”** means any Software that is licensed by Riverbed on a term or subscription basis that expires after the applicable term or subscription period ends as set forth in the applicable ordering documentation received by Riverbed, the Product description on Riverbed’s then-current price list, or the Additional Use Rights with respect to a particular Product, and that includes Support bundled with the subscription.

(m) **“Support”** means Riverbed’s then-current generally available end user maintenance and support services as described at www.riverbed.com/supportservicedescription.

(n) **“Term Licensed Product”** means any Software that is licensed by Riverbed on a term or subscription basis that expires after the applicable term or subscription period ends as set forth in the applicable ordering documentation received by Riverbed, the Product description on Riverbed’s then-current price list, or the Additional Use Rights with respect to a particular Product, but that does not include any Support bundled with the term license.

(o) **“User”** means an individual who is authorized by Customer to use the Cloud Services for benefit of Customer.

2. RIVERBED’S RESPONSIBILITIES.

(a) **Provision of Cloud Services.** Riverbed shall provide the Cloud Services to Customer in accordance with the applicable SLA (if any); otherwise, Riverbed shall use commercially reasonable efforts to make the Cloud Services available twenty-four (24) hours per day, seven (7) days per week for the duration of the applicable term or subscription period purchased by Customer for such Cloud Service, except for (i) planned downtime (of which Riverbed shall give advance electronic notice) and emergency downtime; and (ii) any unavailability caused by circumstances beyond Riverbed’s reasonable control,

DoD Software License Agreement

including, for example, an act of God, an act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Riverbed employees), Internet service provider failure or delay, third party application, or denial of service attack. The fees for SaaS Services include Support for the duration of the applicable term or subscription period purchased by Customer.

(b) **Updates to the Cloud Services.** Riverbed's updates and enhancements to the Cloud Services will not materially decrease the overall functionality of such Cloud Service during the applicable term or subscription period purchased by Customer for such Cloud Service. From time to time, Riverbed performs scheduled maintenance during planned downtime to update the Cloud Services. Customer acknowledges that Riverbed may, in certain situations, need to perform emergency maintenance of a Cloud Service without providing advance notice.

3. USE OF THE CLOUD SERVICES.

(a) **Acceptable Use.** Subject to the terms and conditions of this Agreement and provided that Customer has paid the applicable fees, for the duration of the applicable term or subscription period purchased by Customer, Customer may (a) access and use the Cloud Services in accordance with this Agreement, (b) access, use, and reasonably reproduce the Documentation, and (c) exercise any other rights applicable to the Cloud Services as expressly set forth in the Additional Use Rights. Customer shall exercise the rights granted in this Agreement solely for Customer's internal business use in accordance with the Documentation and shall comply with all other restrictions and limitations applicable to each Cloud Service, including all terms and conditions set forth in the Additional Use Rights. If there is a conflict between the terms and conditions of the Additional Use Rights and the main body of this Agreement, the Additional Use Rights will control, but only with respect to the applicable Cloud Service to which such terms pertain. Without granting any additional licenses or usage rights hereunder, Customer may authorize its contractors and outsourcers to access or use the Cloud Services solely on Customer's behalf, provided that (i) Customer obtains any such third party's binding consent to abide by the terms of this Agreement, and (ii) Customer remains responsible for such third parties' use of the Cloud Services and compliance with the terms and conditions of this Agreement, and any breach of this Agreement by any such third party will be deemed a breach of this Agreement by Customer.

(b) **Customer's Responsibilities.** Customer shall be responsible for (i) Users' compliance with this Agreement, (ii) the accuracy, quality and legality of Customer Data and the means by which Customer acquires Customer Data, including informing Users of any Customer policies and practices that are relevant to their use of the Cloud Service, and (iii) using commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Services, and notifying Riverbed promptly of any such unauthorized access or use.

(c) **Usage Restrictions.** Except as expressly permitted by this Agreement, Customer shall not, and shall not authorize or permit any other person or entity to, directly or indirectly: (a) copy, modify (except as expressly permitted under the applicable Documentation), distribute, or create derivative works of any Cloud Service, (b) disassemble, decompile or reverse engineer any of the Cloud Services, or otherwise attempt to discover any source code, structure, algorithms, sequence, organization or ideas underlying any of the Cloud Services (except where the foregoing is expressly prohibited by applicable local law, and then only to the extent so prohibited), (c) sell or resell any Cloud Services, (d) sublicense, rent, lease, use for timesharing or service bureau purposes for third parties or otherwise provide temporary access to any Cloud Service or use any Cloud Service for the benefit of any third party, (e) attempt to gain unauthorized access to the Cloud Services or their related systems or networks, (f) publish or disclose any information or results relating to performance, performance comparisons or other "benchmarking" activities relating to any Cloud Service, (g) interfere with or disrupt the integrity or performance of the Cloud Services or third-party data contained therein, or (h) access or use any Cloud

DoD Software License Agreement

Service for purposes of designing or developing a competing product or service. Any action of Customer in contravention of this Section 3 may result in the suspension of the Cloud Services and/or the termination of this Agreement, including the license grant for any Software provided to Customer in connection with such Cloud Services.

(d) **Usage Metrics.** Cloud Services are subject to usage metrics as set forth in the applicable ordering documentation received by Riverbed, the Cloud Service description on Riverbed's then-current price list, or the Additional Use Rights with respect to a particular Cloud Service.

4. **HOSTING SERVICES.** If Customer is purchasing any Hosting Services for a Product, Customer may access the applicable Product in the applicable hosted, SaaS or cloud environment only while such Product has an active Hosting Service and Customer has a valid license for such Product. Customer acknowledges that Customer must have a then-current paid Support plan in effect in order to purchase Hosting Services for a Perpetually Licensed Product or Term Licensed Product and must maintain an active Support plan for such Product during the term of the Hosting Services; if Customer's Support for the applicable Product expires during a Hosting Services term, Customer must renew the Support. Customer further acknowledges that Customer must continue to pay all applicable fees for any such Hosting Services in order to access and use the applicable Products and any associated data in the applicable hosted, SaaS or cloud environment. The purchase of Hosting Services does not extend the license term of any Term Licensed Product or Subscription Product or the term of any Support plan. Once Hosting Services expire or are terminated, Customer may continue to use the applicable Product in accordance with the EULA for the remainder of the applicable license term (if any).

5. **DATA PROTECTION AND PRIVACY.** Riverbed shall process Customer Data in accordance with this Agreement, Riverbed's then-current privacy policy (available at www.riverbed.com/privacypolicy), and the applicable Cloud Service Documentation. Riverbed shall maintain administrative, physical and technical safeguards consistent with industry standards and the Documentation, which are designed to provide security, confidentiality and integrity of the Customer Data processed by Riverbed. To the extent that Riverbed processes any Personal Data (as defined in the DPA) contained in Customer Data, on Customer's behalf, in the provision of the Cloud Services, the terms of the data processing addendum at www.riverbed.com/data-processing-addendum ("DPA"), as may be updated by Riverbed from time to time, shall apply.

6. PROPRIETARY RIGHTS AND LICENSING.

(a) **Reservation of Rights.** Regardless of any references to any sale or purchase in this Agreement, all Cloud Services are made available to Customer by Riverbed for a subscription term, and not sold. As between the parties, all ownership rights with respect to the intellectual property rights in and to the Cloud Services, and any copies or portions thereof, remain in Riverbed and its suppliers and licensors. The Cloud Services are protected by the intellectual property laws (including copyright laws) of the United States, foreign jurisdictions and all applicable international treaties. This Agreement does not grant Customer any rights not expressly set forth herein.

(b) **License to Host Customer Data.** Customer grants Riverbed, its affiliates and applicable service providers a worldwide, limited-term license to host, copy, transmit and display Customer Data as necessary for Riverbed to provide the Cloud Services in accordance with this Agreement and the applicable Documentation. Subject to the limited licenses granted herein, Riverbed acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data. Customer agrees that Riverbed may process and collect statistical data derived from Customer Data for purposes of enhancing, developing, marketing and/or promoting Riverbed products and services, provided that such

DoD Software License Agreement

statistical data is aggregated and/or de-identified such that it cannot reasonably be used to identify an individual or entity.

(c) **License to Use Feedback.** Customer grants to Riverbed and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Riverbed and/or its Affiliates' services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or its Users relating to the operation of the Cloud Services.

(d) **Software License and Restrictions.** To use certain Cloud Services, Customer may be required to download and install certain Products (as applicable) in accordance with this Section 6(d).

(i) **License Grant.**

(1) **Perpetually Licensed Products.** Subject to the terms and conditions of this Agreement and provided that Customer has paid the applicable fees, Riverbed grants Customer a perpetual, limited, personal, non-sublicensable, non-transferable (except as expressly provided in Section 13), nonexclusive license to: (a) install, access, and use the Perpetually Licensed Product (in object code format only), and (b) exercise any other rights applicable to the Perpetually Licensed Product as expressly set forth in the Additional Use Rights.

(2) **Subscription Products and Term Licensed Products.** Subject to the terms and conditions of this Agreement and provided that Licensee has paid the applicable fees, Riverbed grants Customer a limited, personal, non-sublicensable, non-transferable (except as expressly provided in Section 13), nonexclusive license for the duration of the applicable term or subscription period purchased by Customer to: (a) install, access, and use the Subscription Product or Term Licensed Product (in object code format only), and (b) exercise any other rights applicable to the Subscription Product or Term Licensed Product as expressly set forth in the Additional Use Rights. Each instance of the applicable Subscription Product or Term Licensed Product may be used only for the term of the license purchased by Customer.

(3) **Additional Product Rights.** Customer shall exercise the rights granted in this Agreement solely for Customer's internal business use in accordance with the Documentation and shall comply with all other restrictions and limitations applicable to each Product, including all terms and conditions set forth in the Additional Use Rights. If there is a conflict between the terms and conditions of the Additional Use Rights and the main body of this Agreement, the Additional Use Rights will control, but only with respect to the applicable Product to which such terms pertain. Subject to the foregoing, the specific Products licensed and/or made available to Customer under this Agreement, including the number of licenses issued and the term of any applicable license or subscription, as applicable, will be identified on the applicable ordering documentation received by Riverbed. Riverbed may require the purchase of a minimum subscription term and/or require payment either up front or annually based on Riverbed's then-current purchase and invoice policies for any Term Licensed Product and/or Subscription Product purchases.

(ii) **License Restrictions.**

(1) Except as expressly permitted by this Agreement, Customer shall not, and shall not authorize or permit any other person or entity to, directly or indirectly: (a) copy, modify (except as expressly permitted under the applicable Documentation), distribute, or create derivative works of any Product, (b) disassemble, decompile or reverse engineer any of the Products, or otherwise attempt to discover any source code, structure, algorithms, sequence, organization or ideas underlying any of the Products (except where the foregoing is expressly prohibited by applicable local law, and then only to the extent so prohibited), (c) sell or resell any Products, (d) sublicense, rent, lease, use for timesharing or

DoD Software License Agreement

service bureau purposes for third parties or otherwise provide temporary access to any Product or use any Product for the benefit of any third party, (e) provide Product or Support passwords or other Product log-in information to any unauthorized third party, (f) publish or disclose any information or results relating to performance, performance comparisons or other “benchmarking” activities relating to any Product, (g) obscure, alter, remove, or destroy any proprietary markings, restrictive legends, or intellectual property notices on any Product, or (h) access or use any Product for purposes of designing or developing a competing product or service. Any action of Customer in contravention of this Section 6(d)(ii) may result in the termination of this Agreement, including any applicable license grants.

(2) **Licensing Metrics.** Certain Products are subject to licensing metrics as set forth in the applicable ordering documentation received by Riverbed, the Product description on Riverbed’s then-current price list, or the Additional Use Rights with respect to a particular Product.

7. **RIVERBED PRODUCTS.** If Customer purchases, downloads, installs or in any way uses any Products (without associated Hosting Services), then the terms of this Agreement do not apply to such Products and the terms of Riverbed’s End User License Agreement and Product Warranty Statement set forth at www.riverbed.com/license (“EULA”), as may be updated by Riverbed from time to time, shall apply. If Customer purchases, downloads, installs or in any way uses any Support, Supplemental Support Services or Professional Services (as defined in the Riverbed Services Terms), the terms of this Agreement do not apply to such services and the terms set forth at www.riverbed.com/service/terms (“Riverbed Services Terms”), as may be updated by Riverbed from time to time, shall apply.

8. **STANDARD WARRANTY; WARRANTY DISCLAIMER.**

(a) Riverbed warrants to Customer that during the applicable subscription term, the Cloud Services will conform in all material respects to the applicable published specifications for such Cloud Services. The foregoing warranty does not extend to any Cloud Service that is modified or altered or is not used in accordance with the applicable Riverbed published specifications and/or Documentation. Customer’s sole and exclusive remedy, and Riverbed’s sole and exclusive obligation, for any breach of the foregoing warranty will be, at Riverbed’s option, the repair or replacement of or (at Riverbed’s option if repair or replacement is impractical) refund of the fees received by Riverbed for the period in which the Cloud Service did not materially conform and for which full documentation and proof of non-conformity is provided to Riverbed. Such refund will be paid to Customer or the Authorized Channel Partner making the warranty claim. Riverbed is not responsible for any difference between the amount paid to Riverbed for the non-conforming Cloud Service and the amount paid by Customer for such non-conforming Cloud Service.

(b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, RIVERBED PROVIDES THE CLOUD SERVICES “AS IS” AND WITHOUT WARRANTY OF ANY KIND, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, SECURITY, RELIABILITY AND NONINFRINGEMENT. RIVERBED ALSO MAKES NO WARRANTY REGARDING NONINTERRUPTION OF USE OR FREEDOM FROM BUGS OR THAT ANY CLOUD SERVICE WILL MEET CUSTOMER’S REQUIREMENTS. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, BUT SUBJECT TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHER LEGAL OR EQUITABLE THEORY, (A) NEITHER RIVERBED NOR ANY OF

DoD Software License Agreement

ITS AFFILIATES OR SUPPLIERS IS LIABLE FOR (I) ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, CONTRACTS, BUSINESS, REVENUES, GOODWILL OR REPUTATION, (II) COST OF COVER OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, OR (III) INTERRUPTION OF USE, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM CUSTOMER'S USE OF (OR INABILITY TO ACCESS OR USE) ANY CLOUD SERVICE, AND (B) THE AGGREGATE LIABILITY OF RIVERBED AND ITS AFFILIATES AND SUPPLIERS WILL NOT EXCEED THE AGGREGATE FEES RECEIVED BY RIVERBED FOR THE APPLICABLE CLOUD SERVICE THAT GAVE RISE TO THE CLAIM. THE FOREGOING LIMITATION IS CUMULATIVE, WITH ALL CLAIMS BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF RIVERBED IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THE CLOUD SERVICES ARE NOT DESIGNED FOR USE IN ANY DEVICE OR SYSTEM IN WHICH A MALFUNCTION OF THE SERVICES WOULD RESULT IN FORESEEABLE RISK OF INJURY OR DEATH TO ANY PERSON. THIS INCLUDES OPERATION OF NUCLEAR FACILITIES, LIFE-SUPPORT SYSTEMS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS AND AIR TRAFFIC CONTROL. NEITHER RIVERBED NOR ANY OF ITS AFFILIATES IS LIABLE FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY OF A PERSON.

10. **TERMINATION.** This Agreement will continue in effect for the duration of the applicable term purchased by Customer with respect to Cloud Services. This Agreement will terminate if Customer violates or fails to comply with any provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of notice of such breach from Riverbed. Any termination of this Agreement will also terminate the rights granted hereunder. For the avoidance of doubt, any Product licenses provided to Customer by Riverbed will survive any termination of this Agreement in accordance with the terms of such licenses. Upon request by Customer within thirty (30) days after the effective date of termination or expiration of this Agreement, Riverbed will for a period of no longer than sixty (60) days make Customer Data available to Customer for export or download as provided in the Documentation. Sections 1, 3, 5, 6, and 8 through 13 will survive any termination of this Agreement. Riverbed reserves the right to temporarily suspend or permanently terminate use of or access to instances of Cloud Services in the event that Customer violates any terms of this Agreement or Riverbed does not timely receive payment from the Customer, or, as applicable, the channel partner, that purchased the Cloud Services from Riverbed. Customer is not authorized to terminate any Cloud Service or any Term Licensed Product and/or Subscription Product licenses (if applicable) prior to the end of the purchased term unless otherwise expressly provided in the Additional Use Rights or otherwise agreed in writing by Riverbed.

11. **EXPORT CONTROLS.** Customer shall comply with all applicable export laws, restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and any other United States, European Union, Singapore or other foreign agency or authority and shall not import, export or re-export, or allow the import, export or re-export of, any Cloud Service, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any such laws, restrictions or regulations. Pursuant to these laws, restrictions, and regulations, Customer shall ensure that no Cloud Service is, in the absence of authorization by U.S. and other applicable law as required, used by or exported, sold or re-exported to (a) any U.S. sanctioned or embargoed country, or to nationals or residents of such countries, (b) any person, entity, organization or other party identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons List, or the Department of State's Debarred Parties List, as published and revised from time to time, or (c) any party who is known or suspected to be involved in relation to any nuclear, biological or chemical weapons, or proliferation-related end-uses restricted by the U.S. Export Administration Regulations, including the design,

DoD Software License Agreement

development, or production of missiles capable of delivering these weapons. Without limiting the foregoing, Customer shall not use any Cloud Service, technology or information it obtains or learns pursuant to this Agreement in relation to any nuclear, biological or chemical weapons, or proliferation-related end-uses restricted by the U.S. Export Administration Regulations, including the design, development or production of missiles capable of delivering these weapons.

12. **GOVERNMENT USE.** If Customer is part of an agency, department, or other entity of the United States Government (“**Government**”), the use, duplication, reproduction, release, modification, disclosure and transfer of the Cloud Services is restricted in accordance with the Federal Acquisition Regulations (FAR) as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement (DFARS) as applied to military agencies. The Cloud Services qualify as "commercial items" under FAR § 2.101 and all Cloud Services are developed exclusively at private expense. The Cloud Services are (a) “commercial computer software” under FAR §12.212 and §52.227-19 and DFARS §227.7202 and §252.227-7014(a)(1), and (b) “restricted computer software” under FAR §§52.227-14(a). The Documentation is “computer software documentation” as set forth in FAR §52.227-14(a) and DFARS §252.227-7013(a). For purposes of this Agreement, references in this Agreement (including in the Additional Use Rights) to “business” use will be deemed references to Government use if Customer is part of the Government. In accordance with such provisions, any use of any Cloud Service by the Government will be governed solely by the terms of this Agreement. All other use by or on behalf of the Government is prohibited.

13. **MISCELLANEOUS.** If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible consistent with the original intent of the parties, and the other provisions of this Agreement will remain in force. The failure of Riverbed to enforce its rights under this Agreement or to act with respect to a breach of this Agreement by Customer or others will not be construed as a waiver of such rights and will not limit Riverbed's rights with respect to any such breach or any subsequent breaches. This Agreement is personal to Customer and Customer shall not assign (by operation of law or otherwise), transfer or sublicense any obligation or benefit under this Agreement, in whole or in part, for any reason whatsoever without Riverbed’s prior written consent, and any action or conduct in violation of the foregoing will be void and without effect. Riverbed may assign this Agreement, or delegate any of its obligations hereunder, in whole or in part (except that Riverbed shall obtain the consent of the Government where the Government is the Customer hereunder and such consent is required). For all purposes under this Agreement, each party shall be and act as an independent contractor of the other and shall not bind nor attempt to bind the other to any contract. This Agreement is governed by and construed in accordance with the laws of the State of California (without regard to the conflicts of laws provisions thereof or the UN Convention on the International Sale of Goods). Unless otherwise elected by Riverbed in writing for a particular instance or prohibited by applicable law, the sole jurisdiction and venue for any court claims will be the state and U.S. federal courts located in San Francisco, California, USA, and both parties consent to the jurisdiction of such courts. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys’ fees. There are no third party beneficiaries of this Agreement. Unless otherwise expressly provided, all remedies under this Agreement are cumulative and not exclusive. Unless otherwise expressly indicated, “including” (and other variations thereof) means, as applicable, “including but not limited to” and “herein” and “hereunder” are references to this Agreement. This Agreement, including all online terms referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof, to the exclusion of any pre-printed or contrary terms of any purchase order (or similar document) and supersedes and cancels any prior agreements, proposals, discussions, understandings, negotiations or representations between the parties relating to the subject matter of this Agreement, and all past dealing or industry custom. This Agreement will not be modified or waived, except by a mutual signed writing, provided that Riverbed may update the online terms referenced herein from

DoD Software License Agreement

time to time. If this Agreement is deemed an offer, acceptance is expressly limited to these terms. If there is a mutually signed agreement (not including any purchase order or similar document) between Riverbed and Customer expressly covering the access and/or usage of Cloud Services, then the express terms of that agreement will govern to the extent such agreement conflicts with the terms of this Agreement. Riverbed may, upon at least two (2) weeks' advance written notice, inspect, or have an accountant or auditor inspect, Customer's books and records relating to this Agreement and Customer's compliance with its terms and conditions, for up to two prior years of records from the date of such audit. Any such audit will be conducted during Customer's normal business hours and in a manner that does not materially interfere with Customer's normal business operations. If any audit reveals that Customer is in breach of this Agreement, then Customer shall (a) reimburse Riverbed for the actual expenses associated with the audit and (b) if applicable, compensate Riverbed (at Riverbed's then-current list price) for any unauthorized use of or access to any Cloud Service (e.g., any use by any unauthorized Users). From time to time Riverbed may also require Customer to provide written assurances satisfactory to Riverbed to confirm Customer's compliance with the terms and conditions of this Agreement, including all terms and conditions set forth in the Additional Use Rights. The parties acknowledge and agree that this Agreement is subject to the U.S. Electronic Signatures in Global and National Commerce Act, the Singapore Electronic Transactions Act, the U.K. Electronic Communications Act 2000, and any similar law in any other applicable jurisdiction that makes legally effective a contract in electronic form, and authorizes acceptance by means of an electronic signature or process.

EXHIBIT C

Riverbed Maintenance and Support Services

Licensor (“Publisher” or “Riverbed”) and DoD (“DoD” or “Customer”) hereby agree to amend the Riverbed Maintenance and Support Services (“Support Terms”) as set forth below. Except as set forth below, all terms and conditions of the Support Terms shall remain in effect.

1) Section 1.a:

The last sentence “Any such software provided by Riverbed is subject to Riverbed’s customer agreement located at www.riverbed.com/license” is deleted.

2) Section 1.b:

The reference to Riverbed’s end of sale and end of support policy URL (www.riverbed.com/supportpolicy) is deleted and replaced with reference to Annex 5. Riverbed’s end of sale and end of support policy is attached hereto as Annex 5.

3) Section 4:

At the end of the sentence, the reference to Riverbed’s end of sale and end of support policy URL (www.riverbed.com/supportpolicy) is deleted and replaced with reference to Annex 5.

4) Section 10:

At the end of the last sentence, the Reinstatement Fee link is deleted and replaced with reference to Annex 6. Riverbed’s Support Services Reinstatement Fee is attached hereto as Annex 6.

5) Section 11.a is hereby deleted in its entirety.

6) Section 11.d

In the third sentence, the reference to Riverbed’s Additional Use Rights URL (www.riverbed.com/license/additional_use_rights) is hereby deleted and replaced with reference to Annex 1.

Riverbed offers a choice of support levels so customers can choose the plan that fits their specific requirements, IT needs, and business goals. This flexibility also means that customers can easily adjust their support levels as their business grows and evolves. Unless otherwise indicated below, all levels of Riverbed support services include the services described in this document (collectively, the “**Support**” or “**Support Services**”). The terms of this document are in addition to all of the terms of the applicable purchase, license or other agreement that references these Support Services as further described in Section 11 below (“**Agreement**”). Any references to “**Customer**”, “**you**” or “**your**” below mean the applicable customer, buyer, or licensee specified in the Agreement. References to “**Products**” refer to hardware and/or software purchased or licensed under the terms of the applicable Agreement.

1. Software Maintenance (does not apply to SteelHead SaaS)

- a. Software Updates. Customer is entitled to receive, and Riverbed shall provide Customer e-mail notification of, all maintenance releases, updates and upgrades to Product software as Riverbed, in its sole discretion, makes them generally available without additional charge to Riverbed’s Support Services customers. The contents of all maintenance releases and updates will be decided upon by Riverbed in its sole discretion. Customer may obtain updates by downloading the updates from Riverbed’s Support care website (support.riverbed.com). Customer may only install Product software maintenance releases and updates on Products that are covered by a then-current Support Services plan. Any such software provided by Riverbed is subject to Riverbed’s customer agreement located at www.riverbed.com/license.
- b. Supported Software. Riverbed supports the current major release of Product software, plus

DoD Software License Agreement

certain prior versions of software in accordance with Riverbed's end of sale and end of support policy available at: www.riverbed.com/supportpolicy.

- c. **Error Corrections.** Riverbed shall use reasonable efforts to correct any reproducible programming error in the Product software attributable to Riverbed with a level of effort commensurate with the severity of the error (as further described in Section 5 below), provided that Riverbed has no obligation to correct all errors in any Product software. Upon identification of any programming error, Customer shall notify Riverbed of such error and shall provide Riverbed with enough information to reproduce the error. Riverbed shall only be responsible for correcting errors that are (1) attributable to Riverbed and (2) reproducible by Riverbed on unmodified Product software as delivered to Customer.

2. **Hardware Replacement** (does not apply to software only Products or SteelHead SaaS)

- a. **Return Material Authorization.** Before returning any Product, Customer shall contact Riverbed Support and obtain a Return Material Authorization (RMA) number by calling the designated Support telephone number or logging a request via the Support website. If Riverbed Support verifies that the Product is likely to be defective, Riverbed shall issue Customer an RMA number, which allows Customer to return the defective unit to Riverbed for repair or replacement.
- b. **Shipping.** Riverbed is not obligated to accept any returned Product without an RMA number on the package or for which Riverbed has not issued an RMA number. Customer shall deliver the defective Product along with the RMA number to Riverbed within 30 days as further set forth in this Section 2. If Customer ships a Product on its own account or without fully complying with Riverbed's RMA procedures, Customer assumes the risk of damage or loss of such Product in transit. Customer shall use the original shipping container (or the equivalent); Customer is responsible for any damage or loss in transit if Customer fails to use adequate packaging. Riverbed will provide Customer with the shipping address at the time of the RMA issuance. Riverbed will be responsible for the costs of shipping replacement Products to the Customer; responsibility for shipping costs from the Customer to Riverbed are as set forth in the table below.

Region	Country	Silver		Gold		Gold Plus		Platinum		Dead on Arrival	
		Riverbed	Customer	Riverbed	Customer	Riverbed	Customer	Riverbed	Customer	Riverbed	Customer
APAC	Australia		x	x		x		x		x	
APAC	China		x	x		x		x		x	
APAC	Hong Kong		x	x		x		x		x	
APAC	India		x	x		x		x		x	
APAC	Indonesia		x	x		x		x		x	
APAC	Japan		x	x		x		x		x	
APAC	Korea		x	x		x		x		x	
APAC	Malaysia		x	x		x		x		x	
APAC	New Zealand		x	x		x		x		x	
APAC	Philippines		x	x		x		x		x	
APAC	Singapore		x	x		x		x		x	
APAC	Taiwan		x	x		x		x		x	
APAC	Thailand		x	x		x		x		x	
APAC	All other APAC countries		x		x	x		x		x	

DoD Software License Agreement

Region	Country	Silver		Gold		Gold Plus		Platinum		Dead on Arrival	
		Riverbed	Customer	Riverbed	Customer	Riverbed	Customer	Riverbed	Customer	Riverbed	Customer
EMEA	Bahrain		x	x		x		x		x	
EMEA	Egypt		x	x		x		x		x	
EMEA	EU States		x	x		x		x		x	
EMEA	Norway		x	x		x		x		x	
EMEA	Russia		x	x		x		x		x	
EMEA	Saudi Arabia		x	x		x		x		x	
EMEA	South Africa		x	x		x		x		x	
EMEA	Switzerland		x	x		x		x		x	
EMEA	Turkey		x	x		x		x		x	
EMEA	United Arab Emirates		x	x		x		x		x	
EMEA	All other EMEA countries		x		x	x		x		x	
CANADA	Canada		x	x		x		x		x	
LATAM	Argentina		x	x		x		x		x	
LATAM	Brazil		x	x		x		x		x	
LATAM	Chile		x	x		x		x		x	
LATAM	Colombia		x	x		x		x		x	
LATAM	Mexico		x	x		x		x		x	
LATAM	Peru		x	x		x		x		x	
LATAM	All other LATAM countries		x		x	x		x		x	
US	USA		x	x		x		x		x	

- c. **Repair or Replace.** Riverbed may, in its discretion, replace or repair a Product with either a new or reconditioned Product.
- d. **Dead on Arrival Products:** For RMAs that are issued by Riverbed within the first thirty (30) days after original Product shipment, Riverbed shall ship a new (not refurbished) advance replacement unit via express delivery; such Product may be shipped from Riverbed’s manufacturing facilities. In such circumstance, Customer shall return the defective unit within 30 days after the replacement has been shipped. If the defective unit is not returned within this time, Riverbed may invoice Customer for the list price (less Customer’s applicable discount, if any) of the replacement unit. Riverbed will use reasonable efforts to ship advance replacement units for requests confirmed by 2:00 pm PT USA by Riverbed for next business day delivery, provided that special configurations may require additional time before a new replacement unit can be shipped, and provided further that delivery time may depend on international customs clearing and export/import laws and regulations for non-US destinations.
- e. **Silver-level Customers:** For RMAs that are issued by Riverbed within the first ninety (90) days after original Product shipment, Riverbed shall ship an advance replacement unit via express delivery. In such circumstance, Customer shall return the defective unit within 30 days after the replacement has been shipped. If the defective unit is not returned within this time, Riverbed may invoice Customer for the list price (less Customer’s applicable discount, if any) of the replacement unit. Advance replacement for requests confirmed by 2:00 pm local time (using the time zone of the location of the nearest Riverbed replacement Product depot) by Riverbed will be shipped for next business day delivery, provided that special configurations

DoD Software License Agreement

may require additional time before a new replacement unit can be shipped, and provided further that delivery time may depend on international customs clearing and export/import laws and regulations for non-US destinations. For RMAs that are issued by Riverbed after the first ninety (90) days after original Product shipment, at Customer's request, Riverbed shall ship a replacement unit via ground delivery within ten (10) business days after Riverbed confirms receipt of the defective unit at the shipping address designated by Riverbed at the time of RMA issuance.

- f. Gold-level Customers: For RMAs that are issued by Riverbed, Riverbed shall ship an advance replacement unit via express delivery. In such circumstance, Customer shall return the defective unit within 30 days after the replacement has been shipped. If the defective unit is not returned within this time, Riverbed may invoice Customer for the list price (less Customer's applicable discount, if any) of the replacement unit. Advance replacement requests confirmed by 2:00 pm local time (using the time zone of the location of the nearest Riverbed replacement Product depot) by Riverbed will be shipped for next business day delivery, provided that special configurations may require additional time before a new replacement unit can be shipped, and provided further that delivery time may depend on international customs clearing, export/import laws and regulations and local interstate/legal/fiscal requirements for non-US destinations. Some remote international locations may have an irregular express delivery service available which may also cause extended delivery timescales.
- g. Gold Plus-level Customers: For RMAs that are issued by Riverbed, at Customer's request, Riverbed shall deliver replacement Product to the applicable installation location within 4 hours, 24 hours per day, 7 days per week, provided that the delivery time may be greater than 4 hours based on the location, and 4 hour coverage may only be available during business hours in some locations. Please contact Riverbed to determine if Gold Plus Support is available in your area, and if it is, the applicable Product delivery time for your location. Riverbed shall use reasonable efforts to establish service spares close to the installation location within thirty (30) days after (a) shipment of the applicable Product, (b) notice from Customer that the installation location has moved, or (c) upgrade by Customer from Silver or Gold to Gold Plus Support; Product delivery times may be impacted until such service spares are established. If Customer moves the installation location and does not notify Riverbed of such change at least thirty (30) days prior to a request for Product delivery, Riverbed may charge Customer on a time and materials basis for any additional costs incurred to be able to meet the delivery requirements and/or the delivery time may be impacted. Notwithstanding the foregoing or anything to the contrary, Gold Plus Support might not be available at a new installation location or might not be available with the same coverage as a previous installation location, and Riverbed is not responsible for any unavailability or decreased coverage under Gold Plus Support resulting from a change in installation location. As requested by Riverbed, Customer shall make the defective unit available for collection at the time of delivery of the replacement unit or shall return the defective unit within 30 days after the replacement has been shipped to Customer. If the defective unit is not returned within this time, Riverbed may invoice Customer for the list price (less Customer's applicable discount, if any) of the replacement unit.
- h. Platinum-level Customers: For RMAs that are issued by Riverbed, at Customer's request, Riverbed shall provide on-site Product repair or replacement within 4 hours, 24 hours per day, 7 days per week, provided that the on-site response time may be greater than 4 hours based

on the location, and 4 hour coverage may only be available during business hours in some locations. Please contact Riverbed to determine if Platinum Support is available in your area, and if it is, the applicable on-site response time for your location. Riverbed shall use reasonable efforts to establish service spares and trained local field engineers close to the installation location within thirty (30) days after (a) shipment of the applicable Product, (b) notice from Customer that the installation location has moved, or (c) upgrade by Customer from Silver or Gold or Gold Plus to Platinum Support; on-site response times may be impacted until such service spares and local field engineers are established. If Customer moves the installation location and does not notify Riverbed of such change at least thirty (30) days prior to a request for on-site Support, Riverbed may charge Customer on a time and materials basis for any additional costs incurred to be able to meet the on-site Support requirement and/or the on-site response time may be impacted. Notwithstanding the foregoing or anything to the contrary, Platinum Support might not be available at a new installation location or might not be available with the same coverage as a previous installation location, and Riverbed is not responsible for any unavailability or decreased coverage under Platinum Support resulting from a change in installation location. As requested by Riverbed, Customer shall make the defective unit available for collection at the time of repair or replacement or shall return the defective unit within 30 days after such on-site repair or replacement. If the defective unit is not returned within this time, Riverbed may invoice Customer for the list price (less Customer's applicable discount, if any) of the replacement unit.

- i. As used in this Section 2, "express delivery" means next business day delivery, subject to all applicable requirements to confirm a replacement request by the applicable cut-off time specified above. Requests for replacements that are confirmed after the applicable cut-off time specified above will be shipped on the following business day via next business day delivery.

3. Customer Support

- a. Support. Riverbed shall provide Customer with technical support by the following methods: World Wide Web, email and telephone. Such Support will include:
 - i. Assistance related to questions on the installation and operational use of the Products;
 - ii. Assistance in identifying and verifying the causes of suspected errors in the Products; and
 - iii. Providing workarounds for identified Product errors or malfunctions, where reasonably available to Riverbed.
 - iv. Customer should ensure that any support liaison working with Support is properly trained in the operation and usage of the Products; Riverbed is not obligated to provide Support to any other individuals. Customer shall provide reasonable access to all necessary personnel to answer questions about any problems reported by Customer regarding a Product. Customer shall also promptly implement all updates and error corrections provided by Riverbed. Upon request, Customer will provide access for online diagnostics of the Products during error diagnosis.
 - v. In order to troubleshoot efficiently, Riverbed may from time to time request that a technical support resource be permitted to troubleshoot an issue on site at the Customer's location.

DoD Software License Agreement

- b. Support Web Site. Riverbed may provide Customer with an authorized account to access Riverbed's Support website. Riverbed may make available the following services through its Support web site:
 - i. Product software releases that can be downloaded by Customer;
 - ii. Documentation for Products;
 - iii. Issuing trouble reports identified by Customer through Riverbed's Support website;
 - iv. Issuing suggestions for enhancements through Riverbed's Support website.
- c. Telephone Support. Telephone support will include Direct Hotline Support. Customer may contact Support directly 7x24 via telephone at 1-888-RVBD-TAC (1-888-782-3822) or 1-415-247-7381.
- d. OPNET Products Open Enrollment Training. Certain Products that were previously sold by OPNET Technologies included access to certain "open enrollment" training classes as part of Support. Effective as of July 1, 2015, "open enrollment" training is no longer a part of any Riverbed product or Support offering.
- e. Special Services. Customer may request maintenance and support services not specifically provided for in this document. Customer acknowledges that, if provided, all such services will be provided at Riverbed's then-current rates, terms and conditions for such services.

4. Product Obsolescence

Riverbed's end of sale and end of support policy applicable to all Products is available at: www.riverbed.com/supportpolicy.

5. Support Service Levels

A problem is defined as a situation where a Product's software does not function as set forth in the applicable Riverbed documentation for such Product. The service levels for each problem type are defined in the applicable priority levels set forth below. Riverbed shall use reasonable efforts to provide the service level responses included below.

Priority 1 – Critical

- Definition: A catastrophic problem that severely impacts Customer's ability to conduct business. This may mean that the Customer's systems and/or the Product are down or not functioning and no procedural workaround exists.
- Riverbed Response: Riverbed to initially respond within one (1) hour following receipt of a call or trouble report for Support. The objective is to restore Customer's capacity to remain productive and maintain necessary business-level operations affected by the problem within 24 hours and to downgrade the problem severity accordingly. Efforts to isolate, diagnose, and deliver a workaround or repair will be continuous. When the severity level has been changed to "Priority 2" or "Priority 3," the appropriate service levels will be followed.

Priority 2 – High

- Definition: A high-impact problem in which Customer's operation is disrupted but there is capacity to remain productive and maintain necessary business-level operations. The problem may require that a fix be installed on the Customer's system prior to the next

DoD Software License Agreement

planned commercial release of the applicable Product software.

- **Riverbed Response:** Riverbed to initially respond within four (4) hours following receipt of a call or trouble report for Support. Efforts to isolate, diagnose, and deliver a workaround or repair will be continuous during Riverbed’s business hours.

Priority 3 – Minor

- **Definition:** A medium-to-low impact problem that involves partial loss of non-critical functionality. The problem impairs some operations but allows Customer to continue to function. This may be a minor issue with limited loss or no loss of functionality or impact to Customer’s operation.
- **Riverbed Response:** Riverbed to initially respond within eight (8) hours following the receipt of a call or trouble report for Support. Responsive action will be reasonably appropriate to the nature of the problem.

Priority 4 – Informational

- **Definition:** Minor problems and all other errors. This includes documentation errors. The inconvenience is slight and can be tolerated. Notwithstanding anything to the contrary, if Customer is participating in the Research with OPNET Program or the Teaching with OPNET Program (or any other OPNET university program), then any Support issues reported by Customer will be deemed a Priority 4 problem.
- **Riverbed Response:** Riverbed shall initially respond within the next business day following the receipt of a call or trouble report for Support during Riverbed’s normal business hours, or within two business days for a call or trouble report received outside of Riverbed’s normal business hours. Responsive action will be reasonably appropriate to the nature of the problem.

6. Escalation Procedures

If problems are not responded to as targeted above, Customer may escalate the issue to appropriate Riverbed management personnel. Riverbed provides systematic escalation management to Customer provided that Customer has a current Support plan for the affected Product. The Riverbed escalation process notifies levels of Riverbed management throughout the life cycle of the technical issue as set forth in the table below. This assists the appropriate Riverbed resources to resolve outstanding technical problems as efficiently as possible.

SEVERITY	NOTIFICATIONS		
	Escalation Engineer	Local TAC Manager	Regional Support Director and above
Priority 1 - Critical	Within 1 Hour	1 Hour	4 Hours
Priority 2 - High	Within 4 Hours	8 Hours	24 Hours
Priority 3 - Minor	Within 8 Hours	Weekly	N/A
Priority 4 - Informational	Within 24 Hours	N/A	N/A

To escalate a case, email support@riverbed.com or call 1-888-RVBD-TAC (1-888-782-3822) or 1-415-247-7381. A case follows this escalation path: Support Escalation Engineer to Local TAC Manager to Regional Support Director to Director of Support Operations to VP Support.

7. Continuous Support Coverage

DoD Software License Agreement

Regardless of where the case originates, Riverbed Support endeavors to solve the case when it is opened. The Support team uses a “follow the sun” process to hand-off cases between different Support Centers.

For example, between Monday and Friday, 8 AM - 5 PM GMT, a case from Europe will be routed to the Amsterdam Support Center. After regular business hours in Europe, the case may be routed to the New York or San Francisco Support Center, when the Amsterdam office is closed. If the case remains open, it is passed back to the Amsterdam Support Center for the beginning of their next business day.

8. Case Handling

Riverbed is committed to ensuring Customer success and satisfaction. All Support Services professionals are rigorously trained on Riverbed Products, their underlying technologies, and industry leading technical problem-solving methodologies. Case handling follows these steps:

Customer may open a case in one of the following ways:

- call 1-888-RVBD-TAC (1-888-782-3822) or 1-415-247-7381
- send an email to support@riverbed.com
- generate a ticket directly from the Riverbed Support web site at support.riverbed.com

When Customer opens a case, Customer shall be prepared to provide the following:

- Serial number of any Product hardware component with an issue
- Detailed description of the problem
- Priority level and impact of the problem
- Indication of the activity that was being performed when the problem occurred
- Product software version
- Configuration data

Once a case is submitted, the issue is assigned to an escalation engineer (“EE”). Every EE is trained to perform extensive troubleshooting to quickly resolve the issue. All opened cases are tracked in Riverbed’s online Support tracking system. While working to resolve an issue, the EE may need to access information on the Customer system relative to the failure, or may need to recreate the failure to obtain additional information. If the problem is related to Customer’s system configuration, Customer may be asked to provide a network diagram and configuration information. If Customer and the EE agree, Customer may send log files or trace files to Riverbed through email or upload them to the Riverbed Support FTP site for further review.

Note: Any nonpublic information sent to Riverbed to help resolve Customer problems is treated as confidential.

DoD Software License Agreement

A case is closed when all parties agree that the reported issue has been resolved. If the Customer issue is determined by Riverbed to be an enhancement, a Feature Request is entered into the Riverbed defect tracking system. A Feature Request is handled and processed by Riverbed Product Management and Engineering in accordance with Riverbed's then-current policies.

Consistently improving quality of service is a very high priority within Riverbed. After closing a case, a survey will be sent to Customer asking for feedback as to how the case was handled and where Riverbed can improve. Riverbed's Customer Support managers and executives review the survey responses, and take action where appropriate. Individual entries in this survey may be shared on the Support website anonymously, but identifiable submitter details are not shared. Individual entries will not be used for marketing purposes. The sole purpose of these survey results is to evaluate and improve Riverbed Support Services.

9. Support for U.S. Government Customers

- a. Support made available to a Riverbed Customer that is part of an agency, department, or other entity of the United States Government ("**U.S. Government Customer**"), regardless of Support level (i.e. Silver, Gold, Gold Plus, or Platinum), includes a number of unique features and enhancements. The terms of this Section 9 apply exclusively to Support that is offered and sold to U.S. Government Customers, including all Support SKUs designated with a "GOV-1" on Riverbed's then-current price list. All phone / web / email inquiries made by U.S. Government Customers in connection with Support will be answered by U.S. citizens. A separate, dedicated toll-free and direct dial support hotline, which will be communicated by Riverbed or its designee at the time of purchase, will be made available to U.S. Government Customers to ensure that such customers have 24x7 access to Riverbed support personnel that are U.S. citizens. Additionally, Riverbed shall exercise commercially reasonable efforts to make cleared support personnel available to U.S. Government Customers upon request.
- b. In addition to choosing one of the four Support levels (i.e. Silver, Gold, Gold Plus, or Platinum), Riverbed offers its U.S. Government Customers an Enhanced Hardware Replacement and an Enhanced Replacement System Support option (designated with an "EHR" and "EHRS" respectively on Riverbed's then-current price list), which, if purchased, allows U.S. Government Customers to elect not to return hard drives and systems to Riverbed as part of Support.
- c. As contemplated in these Support terms, Riverbed's ability to efficiently and effectively provide Support is dependent on Customer providing Riverbed with physical and/or remote access to the Products at the Customer's site and/or on the Customer's network, as well as providing Riverbed with relevant information such as network diagrams, configuration information, log files, trace files, and/or Product installation information. If a U.S. Government Customer is purchasing Support for Products that are or will be deployed in a classified environment, such U.S. Government Customer shall (i) issue a classified contract for such Support, inclusive of the applicable security requirements and classification guidance associated therewith (DD254), and (ii) provide the necessary means for Riverbed support personnel to secure any required clearances. Riverbed is not responsible for any failure or delay to deliver Support as set forth herein to the extent caused by a U.S. Government Customer's failure to issue a classified contract for Support, and/or failure to provide the means for Riverbed personnel to secure any required clearances in accordance with the foregoing.

10. Restrictions

Customer is entitled to receive Support Services only on Products for which Customer has purchased Support Services; Support Services commence upon sale of the applicable Product by Riverbed. Riverbed is not obligated to provide any Support Services: (1) on any Product that: (a) is altered or modified, (b) is not installed, operated, repaired, or maintained in accordance with Riverbed's specifications, documentation, recommendations and/or instructions, (c) has its serial number removed or altered, or (d) is damaged (including by electrical power surges), mishandled, or treated with abuse, negligence or other improper treatment (including use outside the recommended environment or in violation of the Agreement); (2) where the problem relates to Customer's or a third party's network, systems, hardware, software, or other problem beyond the reasonable control of Riverbed; (3) where the problem relates to any combination or use with any open source software or other unsupported software or hardware provided by Riverbed or one of its affiliates, including any software made available via Riverbed's Splash website at splash.riverbed.com, via GitHub, or via any other software hosting website, or (4) to any geographic location or to any customers in violation of applicable laws or regulations. Customer acknowledges and agrees that Riverbed's ability to provide Support Services is dependent on Customer and/or the reseller, distributor or service partner from whom Customer purchased the Support Services timely providing accurate Product installation location information, and any failure to do so may impact Riverbed's ability to provide the Support Services. Remote access to the Products on Customer's network may be required to diagnose or resolve a Support problem, and Riverbed is not responsible for any failure or delay in resolving a problem to the extent caused by Customer's failure to provide such access. Without limiting the foregoing, Riverbed is not responsible for any Product replacement or repair delays caused by Riverbed's compliance with applicable export/import laws and regulations. Riverbed's obligations under any Support Service plan with respect to any Product are conditioned on Riverbed's receipt of the applicable annual Support Services fee. Riverbed retains ownership of any intellectual property resulting from Support Services. If, with respect to a particular Product, there is a lapse in Support Services, any subsequent purchase of Support Services will be deemed purchased retroactive to the later of (x) the date on which any prior Support Services period concluded or (y) the date on which the particular Product was purchased ("**Lapsed Support Period**"), and Customer shall pay (i) all applicable Support Services fees for such Lapsed Support Period, which amount will be based on the level of Support that Customer requests to purchase for such Products on a go-forward basis; plus (ii) a [Reinstatement Fee](#).

11. Miscellaneous

- a. If Customer purchased these Support Services directly from Riverbed, or if Customer purchased Riverbed Support Services through a Riverbed-authorized reseller, distributor or service partner but renews those services directly with Riverbed, the Agreement that governs the Support Services Customer purchased is Riverbed's then-current standard terms and conditions of sale and license located at www.riverbed.com/termsandconditions, provided that if there is a separate mutually signed agreement between Customer and Riverbed (not including any purchase order or similar document) expressly covering these Support Services in effect at the time the order for these Support Services is accepted by Riverbed, the express terms of that agreement is the Agreement that will govern. For customers purchasing multi-year Support Services directly from Riverbed, please refer to the then-current Multi-Year Support Policy located at www.riverbed.com/multiyearsupportpolicy. If Customer did not purchase direct Riverbed Support Services (e.g. a Riverbed-authorized reseller, distributor or service partner provides telephone and email support to Customer), then Customer shall call their reseller, distributor, or service partner's support team if Customer encounters a problem, as such Riverbed-authorized resellers, distributors and service partners provide the

initial levels of support for their customers. If Customer purchased any supplemental support services, the applicable terms and conditions set forth at www.riverbed.com/service/terms will apply to such services. For Xirrus hardware products, certain additional warranty and RMA terms may apply; please visit www.riverbed.com/xirrus/warranty for additional details and the list of Xirrus products that are eligible for the additional hardware warranty.

- b. In the event of an RMA from a location outside of the US, upon request from Riverbed, Customer shall provide to Riverbed the original import documentation for that unit. If Customer has Silver or Gold-level Support and Customer's ship to location (a) is not in an EU country or (b) is in a location where Riverbed does not have an in-country logistics center, then in any such case Customer shall be the importer of record for a replacement part shipment and the exporter of record for the return of the defective part. If Customer has Gold Plus or Platinum-level Support and Customer's ship to location (a) is not in an EU country or (b) is in a location where Riverbed does not have an in-country logistics center, then in any such case Customer shall be the exporter of record for the return of the defective part.
- c. Riverbed's sole obligation and liability and Customer's sole remedy hereunder is for the service and repair of Products covered by a then-current Support Services plan as set forth in this document. Riverbed has no further obligation or liability beyond such service and repair. NOTWITHSTANDING ANYTHING ELSE IN THIS DOCUMENT OR OTHERWISE, WITH RESPECT TO ANY SUBJECT MATTER OF THIS DOCUMENT OR UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, (A) NEITHER RIVERBED NOR ANY OF ITS AFFILIATES OR SUPPLIERS IS LIABLE FOR (I) ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS, (II) COST OF COVER OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, OR (III) LOSS OR CORRUPTION OF DATA, INTERRUPTION OF USE, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM CUSTOMER'S USE OF ANY PRODUCT, AND (B) THE AGGREGATE LIABILITY OF RIVERBED AND ITS AFFILIATES AND SUPPLIERS WILL NOT EXCEED THE AGGREGATE FEES RECEIVED BY RIVERBED FOR THE APPLICABLE SUPPORT SERVICES THAT GAVE RISE TO THE CLAIM IN THE TWELVE MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE. THE FOREGOING LIMITATION IS CUMULATIVE, WITH ALL CLAIMS BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF RIVERBED IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY OF A PERSON. NEITHER RIVERBED NOR ANY OF ITS AFFILIATES IS LIABLE FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL OR FOR ANY ALLOCATION OF PRODUCTS BETWEEN ITS CUSTOMERS IN THE EVENT OF A SHORTAGE.
- d. Except as expressly provided below, a Support Services plan is not transferable to any other Product or to any third party, including in connection with Product title transfers between Customer and any third party. Customer shall not transfer any Support Service plan between any Products or to any third party without Riverbed's prior written consent. Notwithstanding the foregoing, a Support Service plan cannot be transferred from one Product to provide coverage on another Product unless the transfer is in connection with an authorized RMA replacement, and provided further that Support Service plans may be transferred to a "Spare" or "Cold Spare" from a fully supported Product as described at www.riverbed.com/license/additional_use_rights. Riverbed shall exercise reasonable efforts to meet its obligations hereunder, but will not be liable or in default under a Support Service

DoD Software License Agreement

plan for any failure or delay in delivering materials or furnishing services to the extent such failure or delay is caused by Customer. All controversies regarding these terms will be governed by and construed in accordance with the laws of the State of California, USA, without regard to its conflicts of law rules or the UN Convention on the International Sale of Goods. Unless otherwise expressly indicated, “including” (and other variations thereof) means, as applicable, “including but not limited to”.

ANNEX 1

Additional Use Rights

This Additional Use Rights document (“**Additional Use Rights**”) sets forth additional terms, conditions and/or limitations that govern the use and/or provision of the products and services listed below that are sold, licensed or made available by Riverbed Technology, Inc. and/or any of its affiliates, as applicable (“**Riverbed**”), in addition to all of the terms of the applicable purchase, license or other agreement that references these Additional Use Rights (“**Agreement**”). More than one set of terms set forth in these Additional Use Rights may apply to a particular product as referenced below. Any references to “**Customer**” below mean the applicable customer, buyer, or licensee specified in the Agreement. References to products, software and services refer to products, software and/or services purchased or licensed under the terms of the applicable Agreement. If Customer has not purchased or licensed a particular product or service, then any terms below that are specific to that product or service do not apply to Customer until Customer purchases or licenses such product or service. Any breach of the terms of these Additional Use Rights, including any use of any product, software, or service not in accordance with the applicable terms set forth below, will be deemed a breach by Customer of the Agreement. Unless otherwise expressly indicated, “including” (and other variations thereof) means, as applicable, “including but not limited to”.

1. The following additional terms apply to any Riverbed products designated as a “spare” or “cold spare”:

If a Riverbed product is being provided as a “spare” or “cold spare” as identified at the time of sale or on Riverbed’s then-current price list (“**Spare**”), then such Spare is provided solely as a replacement unit and is not supplied for independent productive use. Customer shall use each Spare solely for replacement of a fully licensed product that is no longer operational and has been disconnected from Customer’s network and power supply. Customer must contact Riverbed Support to transfer any applicable support service plans from the fully licensed product to the Spare. Upon replacement, the Spare will become a fully licensed product subject to the terms of the applicable Agreement, whereupon the product removed from production will become a Spare. Any use by Customer contrary to the foregoing is prohibited; if Customer uses the Spare in a manner contrary to the foregoing, then in addition to any other remedies that may be available to Riverbed, Customer shall promptly pay Riverbed the difference between the then-current applicable product price and the price paid for the applicable Spare.

2. The following additional terms apply to any Riverbed products designated as a “lab unit” or “lab product” or “development license”:

If a Riverbed product is being provided as a “lab unit”, “lab product” or “development license” as identified at the time of sale or on Riverbed’s then-current price list (“**Lab Unit**”), then such Lab Unit is provided solely for Customer’s internal lab testing and not for use in a production environment. Lab Units must not be resold or transferred or used for the benefit of any third party. Any use by Customer contrary to the foregoing is prohibited; if Customer uses the Lab Unit in a manner contrary to the foregoing, then in addition to any other remedies that may be available to Riverbed, Customer shall promptly pay Riverbed the difference between the then-current applicable product price and the price paid for the applicable Lab Unit.

3. Please click [here](#) for additional terms apply to any Riverbed products provided in connection with an evaluation.
4. Certain Riverbed products are made available on a concurrent, Licensed Server, and/or on a per user or per seat basis, and/or are subject to other capacity metrics as set forth in the applicable ordering documentation received by Riverbed, the product description on Riverbed’s then-current price list, or the Additional Use Rights with respect to a particular product. The following terms apply to any such products unless otherwise specified in the Additional Use Rights for a particular product.

Concurrent Basis. Software licensed on a concurrent basis may be copied onto any number of Customer’s laptops, personal computers, or other compatible devices provided that the total number of concurrent users and/or executions does not exceed the number of concurrent user and/or execution licenses acquired by Customer. Each user that is using an instance of Software will be deemed a concurrent user, and each execution of Software will be deemed a concurrent execution, for purposes of calculating the total number of concurrent users and/or concurrent executions.

Licensed Server Basis. For Software licensed on a Licensed Server basis, each instance of the applicable Software licensed by Customer may be installed on a single server or cluster of servers operating as a single entity that is identified to Riverbed at the time of purchase or download and that is running a supported

DoD Software License Agreement

operating system or computing platform (each a, "**Licensed Server**"). Software licensed on a Licensed Server basis may also be installed on a single backup server or cluster of backup servers operating as a single entity running a supported operating system or computing platform and used only if the primary Licensed Server fails. Only one copy of a single Software instance licensed on a Licensed Server basis may be running or used at any time. Provided that the Software is covered by a then-current Support plan, Customer may transfer Software from the designated Licensed Server to another designated server that meets the requirements to be a Licensed Server, provided that the new designated server is identified to Riverbed at the time of transfer and, upon transfer, the Software on the original Licensed Server is no longer used and is de-installed using any de-installation instructions provided by Riverbed. Upon transfer of the Software to a new designated server in accordance with the foregoing requirements, the new designated server will be deemed a Licensed Server.

Per Device / Per End Point / Per Seat / Per User / Per Unit Basis. Software licensed on a per device, per end point, per seat, per user and/or similar per unit basis may be used only up to the number of devices, end points, seats, users and/or other applicable units purchased by Customer for that instance. If the Software is licensed on a named user basis, only the specified named users may access and use the Software and named user accounts may not be shared between multiple users.

Capacity. For Software licensed on a capacity basis, each instance of Software purchased by Customer may be used only up to the capacity purchased by Customer for that instance (e.g., throughput, bandwidth, number of TCP connections, flow capacity, number of management licenses for Riverbed devices, or other specified capacity).

5. The following Riverbed products are SaaS Services:

SteelConnect Manager
SaaS Accelerator
SteelHead SaaS Accelerator for Office 365

6. The following additional terms apply to SteelCentral Controller Virtual Edition software:

SteelCentral Controller Virtual Edition ("**SCC-VE**") management licenses may only be used with a single SCC-VE instance at a time. For Customers who are using SCC-VE software to manage Riverbed devices used to deliver a managed or outsourced service to its end customers, Customer shall not resell, transfer, sublicense, or distribute any such SCC-VE software to any end customer, and Customer shall use each instance of such SCC-VE software to manage Riverbed devices for only one end customer.

7. Please click [here](#) for additional terms and conditions applicable to SteelCentral Aternity Products that are required by Oracle Israel Ltd. and/or its affiliates.
8. The following additional terms apply to SteelCentral Aternity for Partners Service Toolkits when Customer is a Riverbed authorized channel partner ("**Partner**"):

Partner may purchase a SteelCentral Aternity for Partners Service Toolkit ("**Aternity Toolkit**") for use in connection with a services engagement for a single end customer. Partner shall identify the end customer for each Aternity Toolkit on the applicable order or as otherwise reasonably requested by Riverbed. The licenses (also known as end points) included with the Aternity Toolkits may only be installed on the designated end customer's devices. Partner shall not use any instance of Aternity Toolkit software (including any licenses) on behalf of more than one end customer. Partner must retain all Aternity Toolkit software licenses and shall not resell or transfer any such licenses to any end customer or other third party. Partner shall ensure that the end customer agrees to use the Aternity Toolkit subject to the terms and conditions of Riverbed's customer agreement located at www.riverbed.com/license; Partner shall remain responsible for end customers' compliance with the Riverbed customer agreement. Partner is responsible for providing the first level of support for the Aternity Toolkit to its end customers, including determining if the issue relates to the Aternity Toolkit software, collecting the end customer's contact information, and collecting the serial number or license key number for any Aternity Toolkit software that requires support. If the issue is a support issue caused by an Aternity Toolkit, Partner shall escalate to Riverbed and provide the above information and hand off the call to Riverbed support. Partner shall stay on the call until the support issue is resolved. Partner shall ensure that its end customers do not contact Riverbed directly for support.

9. The following additional terms apply to SteelCentral NetProfiler Virtual Edition, SteelCentral Flow Gateway Virtual Edition and SteelCentral NetExpress Virtual Edition:

DoD Software License Agreement

For Customers who are using SteelCentral NetProfiler Virtual Edition, SteelCentral Flow Gateway Virtual Edition and SteelCentral NetExpress Virtual Edition (each and together "**NetProfiler Solution**") software to capture traffic from devices used to deliver a managed or outsourced service to its end customers, Customer shall not resell, transfer, sublicense, or distribute any such NetProfiler Solution software to any end customer, and Customer shall use each instance of such NetProfiler Solution software to manage Riverbed devices for only one end customer.

10. The following additional terms apply to SteelCentral Packet Analyzer Plus software:

SteelCentral Packet Analyzer Plus software generates and stores usage logs that record the installation and usage of instances of the SteelCentral Packet Analyzer Plus software, including when such instances are started and stopped. Customer shall not delete and/or modify any such logs, and shall not disable and/or interfere with the production and/or retention of any such logs. From time to time at Riverbed's request, Customer shall provide Riverbed with copies of such logs. If any log reveals any excess usage, unless otherwise mutually agreed by Riverbed and Customer, Riverbed reserves the right to invoice Customer for the excess usage at Riverbed's then-current list price for such usage and Customer shall pay such invoice within ten (10) days after receipt of the invoice.

11. The following additional terms apply to SteelCentral Packet Analyzer and SteelCentral Packet Analyzer Plus software licensed on a per seat basis:

Each instance of SteelCentral Packet Analyzer software licensed by Customer may be installed only on a single laptop or personal computer that is identified to Riverbed at the time of purchase or download and that is running a supported operating system or computing platform (each, a "**Licensed Device**"). Only one copy of a single instance may be running or used at any time. Riverbed may, in its sole discretion, also provide Customers who purchase SteelCentral Packet Analyzer software with companion licenses to SteelCentral Packet Analyzer Plus software. Notwithstanding the foregoing restriction, each instance of SteelCentral Packet Analyzer Plus software only may be used jointly with a corresponding instance of SteelCentral Packet Analyzer software and must be installed on the same Licensed Device as the corresponding SteelCentral Packet Analyzer software. Customer shall not install or run any SteelCentral Packet Analyzer Plus software on any device or platform that is not a Licensed Device and/or that does not have a then-current SteelCentral Packet Analyzer software license. Provided that the SteelCentral Packet Analyzer software and any companion SteelCentral Packet Analyzer Plus software is covered by a then-current Riverbed maintenance and support plan, Customer may transfer the SteelCentral Packet Analyzer software together with the companion SteelCentral Packet Analyzer Plus software (if any) from the designated Licensed Device to another designated device that meets the requirements to be a Licensed Device, provided that the new designated device is identified to Riverbed at the time of transfer and, upon transfer, the SteelCentral Packet Analyzer software and any companion SteelCentral Packet Analyzer Plus software on the original Licensed Device are no longer used and are de-installed using any de-installation instructions provided by Riverbed. Upon transfer of the SteelCentral Packet Analyzer software and any companion SteelCentral Packet Analyzer Plus software (if any) to a new designated device in accordance with the foregoing requirements, the new designated device will be deemed a Licensed Device.

12. The following additional terms apply to SteelCentral Packet Analyzer software and SteelCentral Packet Analyzer Plus software licensed on a concurrent basis:

Riverbed may, in its sole discretion, also provide Customers who purchase SteelCentral Packet Analyzer software licenses with companion licenses to SteelCentral Packet Analyzer Plus software. SteelCentral Packet Analyzer Plus companion software may only be copied onto Customer's laptops and other personal computers with SteelCentral Packet Analyzer software and must be used jointly with a corresponding instance of SteelCentral Packet Analyzer software. Customer shall not install or run any SteelCentral Packet Analyzer Plus software on any device or platform that does not have SteelCentral Packet Analyzer software and shall ensure that the total number of concurrent users does not exceed the number of concurrent user licenses acquired by Customer. A user that is using an instance of SteelCentral Packet Analyzer software together with a companion instance of SteelCentral Packet Analyzer Plus software on the same computer in accordance with the foregoing requirements will be deemed one concurrent user for purposes of calculating the total number of concurrent users. For the avoidance of doubt, any companion SteelCentral Packet Analyzer Plus software licenses issued by Riverbed shall be deemed included as part of, not in addition to, the total number of concurrent user licenses of SteelCentral Packet Analyzer software actually purchased by Customer.

13. The following additional terms apply to SteelCentral Transaction Analyzer Enterprise, SteelCentral

DoD Software License Agreement

Transaction Analyzer Standard and SteelCentral Packet Analyzer Plus software licensed on a per seat basis:

Each instance of SteelCentral Transaction Analyzer Enterprise and/or SteelCentral Transaction Analyzer Standard software (each referred to as "**Transaction Analyzer Software**") licensed by Customer may be installed only on a single laptop or personal computer that is identified to Riverbed at the time of purchase or download and that is running a supported operating system or computing platform (each, a "**Licensed Device**"). Only one copy of a single instance may be running or used at any time. Riverbed may, in its sole discretion, also provide Customers who purchase Transaction Analyzer Software with companion licenses to SteelCentral Packet Analyzer Plus software. Notwithstanding the foregoing restriction, each instance of SteelCentral Packet Analyzer Plus software only may be used jointly with a corresponding instance of Transaction Analyzer Software and must be installed on the same Licensed Device as the corresponding Transaction Analyzer Software. Customer shall not install or run any SteelCentral Packet Analyzer Plus software on any device or platform that is not a Licensed Device and/or that does not have a then-current Transaction Analyzer Software license. Provided that the Transaction Analyzer Software and any companion SteelCentral Packet Analyzer Plus software is covered by a then-current Riverbed maintenance and support plan, Customer may transfer the Transaction Analyzer Software together with the companion SteelCentral Packet Analyzer Plus software (if any) from the designated Licensed Device to another designated device that meets the requirements to be a Licensed Device, provided that the new designated device is identified to Riverbed at the time of transfer and, upon transfer, the Transaction Analyzer Software and any companion SteelCentral Packet Analyzer Plus software on the original Licensed Device are no longer used and are de-installed using any de-installation instructions provided by Riverbed. Upon transfer of the Transaction Analyzer Software and any companion SteelCentral Packet Analyzer Plus software (if any) to a new designated device in accordance with the foregoing requirements, the new designated device will be deemed a Licensed Device.

14. The following additional terms apply to SteelCentral Transaction Analyzer Enterprise, SteelCentral Transaction Analyzer Standard and SteelCentral Packet Analyzer Plus software licensed on a concurrent basis:

Riverbed may, in its sole discretion, also provide Customers who purchase Transaction Analyzer Software licenses with companion licenses to SteelCentral Packet Analyzer Plus software. SteelCentral Packet Analyzer Plus companion software may only be copied onto Customer's laptops and other personal computers with Transaction Analyzer Software and must be used jointly with a corresponding instance of Transaction Analyzer Software. Customer shall not install or run any SteelCentral Packet Analyzer Plus software on any device or platform that does not have Transaction Analyzer Software and shall ensure that the total number of concurrent users does not exceed the number of concurrent user licenses acquired by Customer. A user that is using an instance of Transaction Analyzer Software together with a companion instance of SteelCentral Packet Analyzer Plus software on the same computer in accordance with the foregoing requirements will be deemed one concurrent user for purposes of calculating the total number of concurrent users. For the avoidance of doubt, any companion SteelCentral Packet Analyzer Plus software licenses issued by Riverbed shall be deemed included as part of, not in addition to, the total number of concurrent user licenses of Transaction Analyzer Software actually purchased by Customer.

15. The following additional terms apply to SteelCentral Transaction Analyzer Plus software licensed on a per seat basis:

A single instance of SteelCentral Transaction Analyzer Plus software consists of an instance of SteelCentral Transaction Analyzer Enterprise software bundled with a companion instance of SteelCentral Packet Analyzer Plus software. Each instance of SteelCentral Transaction Analyzer Plus software licensed by Customer may be installed only on a single laptop or personal computer that is identified to Riverbed at the time of purchase or download and that is running a supported operating system or computing platform (each, a "**Licensed Device**"). Only one copy of a single instance may be running or used at any time. For each instance of SteelCentral Transaction Analyzer Plus software, the SteelCentral Transaction Analyzer Enterprise software must be used jointly with its companion instance of SteelCentral Packet Analyzer Plus software and both the SteelCentral Transaction Analyzer Enterprise software and the companion SteelCentral Packet Analyzer Plus software must be installed together on the same Licensed Device. Customer shall not install or run any SteelCentral Transaction Analyzer Plus software on any device or platform that is not a Licensed Device and Customer shall not install or run any instance of SteelCentral Transaction Analyzer Enterprise software that is included in a SteelCentral Transaction Analyzer Plus software bundle separately from its companion instance of SteelCentral Packet Analyzer Plus software or vice versa. Provided that the SteelCentral Transaction Analyzer Plus software is covered by a then-current Riverbed maintenance and support plan, Customer may transfer the SteelCentral Transaction Analyzer Plus software from the designated Licensed

DoD Software License Agreement

Device to another designated device that meets the requirements to be a Licensed Device, provided that (a) the new designated device is identified to Riverbed at the time of transfer, (b) both the SteelCentral Transaction Analyzer Enterprise software and its companion SteelCentral Packet Analyzer Plus software are transferred together to the new designated device, and (c) upon transfer, the SteelCentral Transaction Analyzer Plus software on the original Licensed Device is no longer used and is de-installed using any de-installation instructions provided by Riverbed. Upon transfer of the SteelCentral Transaction Analyzer Plus software to a new designated device in accordance with the foregoing requirements, the new designated device will be deemed a Licensed Device.

16. The following additional terms apply to SteelCentral Transaction Analyzer Plus software licensed on a concurrent basis:

A single instance of SteelCentral Transaction Analyzer Plus software consists of an instance of SteelCentral Transaction Analyzer Enterprise software bundled with a companion instance of SteelCentral Packet Analyzer Plus software. For each instance of SteelCentral Transaction Analyzer Plus software, the SteelCentral Transaction Analyzer Enterprise software must be used jointly with its companion instance of SteelCentral Packet Analyzer Plus software and both the SteelCentral Transaction Analyzer Enterprise software and the companion SteelCentral Packet Analyzer Plus software may only be copied onto Customer's laptops and other personal computers together as bundled. Customer shall not copy, install, or run any SteelCentral Transaction Analyzer Enterprise software that is included in a SteelCentral Transaction Analyzer Plus software bundle on any device or platform separately from its companion SteelCentral Packet Analyzer Plus software license or vice versa. Customer shall ensure that the total number of concurrent users does not exceed the number of concurrent user licenses acquired by Customer. A user that is using an instance of SteelCentral Transaction Analyzer Enterprise software bundled together with a companion instance of SteelCentral Packet Analyzer Plus software on the same computer in accordance with the foregoing requirements will be deemed one concurrent user for the purposes of calculating the total number of SteelCentral Transaction Analyzer Plus concurrent users.

17. The following additional terms apply to AirPcap:

Each instance of software may (i) be installed on only a single server or device and (ii) only be used on the hardware on which it was provided. Only one copy of a single software instance may be running or used at any time.

18. The following additional terms apply to Cloud SteelHead (SteelHead CX):

Each instance of Cloud SteelHead software licensed by Customer (a) may be installed in either a designated service provider cloud environment or at a Customer site, and may be used for the term of the license purchased by Customer to optimize only the amount of bandwidth and number of TCP connections licensed by Customer for that instance, and (b) includes access to Riverbed's Cloud Portal and use of Riverbed's Discovery Agent software, which may be used for the term of the license purchased by Customer. With respect to any instances of Cloud SteelHead software installed at a Customer site, such Cloud SteelHead software may only be used to optimize traffic between Customer and Customer's designated service provider cloud environment and must not be used to optimize traffic solely on Customer's network. Except for six (6) month term licenses, which neither party may terminate for convenience, Customer may terminate Cloud SteelHead term licenses for any or no reason prior to the end of the purchased term, provided that Customer pays a termination fee equal to fifteen percent (15%) of the applicable monthly rate times the number of months remaining on the purchased license term ("**Termination Fee**"). Termination will be effective upon Riverbed's receipt of (i) written notice of the request to terminate from Customer or the applicable channel partner and (ii) the applicable Termination Fee plus any other amounts owed for such license term from the Customer or the applicable channel partner. If Riverbed terminates for Customer's violation of the terms of the applicable Agreement or Riverbed does not timely receive payment from the Customer or, as applicable, the channel partner, Riverbed may charge the Termination Fee in addition to any other remedies available to Riverbed.

19. The following additional terms apply to Virtual SteelHead and Virtual SteelHead CX software versions 9.6 and higher licensed on a subscription basis:

Each instance of Virtual SteelHead and/or Virtual SteelHead CX software versions 9.6 and/or higher that is licensed on a subscription basis (each, a "**Virtual Appliance**") must have internet access in order to initially connect and remain connected to the Riverbed license portal. If a Virtual Appliance loses Riverbed license

DoD Software License Agreement

portal connectivity for any reason (including loss of internet access), Customer must refer to the applicable Virtual Appliance documentation to reconnect the Virtual Appliance to the Riverbed license portal. Customer has two (2) weeks in which to re-establish Riverbed license portal connectivity for a Virtual Appliance; if a Virtual Appliance has no Riverbed license portal connectivity for any period lasting longer than two weeks, the Virtual Appliance will cease optimizing traffic. After re-establishing Riverbed license portal connectivity, the Virtual Appliance will resume optimizing traffic. During any period in which a Virtual Appliance is disconnected from the Riverbed license portal, Customer will not be eligible to receive updates or upgrades for the Virtual Appliance.

20. The following terms apply to Virtual SteelFusion Edge and Virtual SteelFusion Edge for Hyper-V (each referred to as "**SteelFusion Edge Software**"):

Customer shall comply with all stated technical and interoperability requirements for hardware and software as set forth in Riverbed's then-current published specifications for the SteelFusion Edge Software ("**Specifications**"). If Customer does not comply with the Specifications for the SteelFusion Edge Software, Customer's SteelFusion Edge Software configuration will be unsupported, and Riverbed is not obligated to provide technical support to Customer for such unsupported configurations. Riverbed may require Customer to perform a full reinstall of the SteelFusion Edge Software on a system that complies with all applicable Specifications in order to receive technical support from Riverbed. Customer acknowledges that there might not be any application or data recovery mechanism from an unsupported configuration of SteelFusion Edge Software.

21. The following terms apply to SteelHead subscription hardware products that do not include any SteelHead software bundled on such hardware ("**SteelHead Subscription Hardware**") and are a base platform for a separate SteelHead software subscription that is eligible to be installed and run on such SteelHead Subscription Hardware ("**SteelHead Subscription Software**"):

In the SteelHead subscription model the SteelHead Subscription Hardware is purchased by Customer and the SteelHead Subscription Software is licensed on a subscription basis. SteelHead Subscription Hardware requires the purchase of an associated SteelHead Subscription Software license for such SteelHead Subscription Hardware in order to function; eligible associated SteelHead Subscription Software license options are set forth in Riverbed's price list. SteelHead Subscription Hardware appliances may not be used and will not function without a valid corresponding SteelHead Subscription Software license deployed on such SteelHead Subscription Hardware appliance. Customer may purchase SteelHead Subscription Hardware without an associated SteelHead Subscription Software license as a cold spare, subject to the terms and conditions set forth herein.

The monthly subscription fees for SteelHead Subscription Software include bundled support for the SteelHead Subscription Software and the associated SteelHead Subscription Hardware appliance running such SteelHead Subscription Software. The purchase of the SteelHead Subscription Hardware appliance does not include any support; Customer must have a valid SteelHead Subscription Software license activated on the SteelHead Subscription Hardware in order to receive support for that SteelHead Subscription Hardware appliance. Riverbed is not obligated to provide any support for any SteelHead Subscription Hardware appliance that does not have a valid SteelHead Subscription Software license activated. The term of support for SteelHead Subscription Hardware and SteelHead Subscription Software begins upon issuance of the license key for the applicable SteelHead Subscription Software and terminates upon expiration or cancellation of the applicable SteelHead Subscription Software subscription contract term.

22. The following terms apply to SteelCentral subscription hardware products that do not include any SteelCentral software bundled on such hardware ("**SteelCentral Subscription Hardware**") and are a base platform for a separate SteelCentral software subscription that is eligible to be installed and run on such SteelCentral Subscription Hardware ("**SteelCentral Subscription Software**"):

In the SteelCentral subscription model the SteelCentral Subscription Hardware is purchased by Customer and the SteelCentral Subscription Software is licensed on a subscription basis. SteelCentral Subscription Hardware requires the purchase of an associated SteelCentral Subscription Software license for such SteelCentral Subscription Hardware in order to function; eligible associated SteelCentral Subscription Software license options are set forth in Riverbed's price list. SteelCentral Subscription Hardware appliances may not be used and will not function without a valid corresponding SteelCentral Subscription Software license deployed on such SteelCentral Subscription Hardware appliance. Customer may purchase SteelCentral

DoD Software License Agreement

Subscription Hardware without an associated SteelCentral Subscription Software licensed as a cold spare, subject to the terms and conditions set forth herein.

The monthly subscription fees for SteelCentral Subscription Software include bundled support for the SteelCentral Subscription Software and the associated SteelCentral Subscription Hardware appliance running such SteelCentral Subscription Software. The purchase of the SteelCentral Subscription Hardware appliance does not include any support; Customer must have a valid SteelCentral Subscription Software license activated on the SteelCentral Subscription Hardware in order to receive support for that SteelCentral Subscription Hardware appliance. Riverbed is not obligated to provide any support for any SteelCentral Subscription Hardware appliance that does not have a valid SteelCentral Subscription Software license activated. The term of support for SteelCentral Subscription Hardware and SteelCentral Subscription Software begins upon issuance of the license key for the applicable SteelCentral Subscription Software and terminates upon expiration or cancellation of the applicable SteelCentral Subscription Software subscription contract term.

23. The following additional terms apply to any instance of SteelConnect Manager that is not hosted by Riverbed, including any instance that is hosted on premise or in a supported third party cloud environment by Customer, by an outsourced service provider, or by a Riverbed channel partner ("**SCM On Premise**"):

Each instance of SCM On Premise must have internet access in order to initially connect and remain connected to the Riverbed Zero Touch Provisioning services included with SCM On Premise. During any period in which an SCM On Premise instance is not connected to the Riverbed Zero Touch Provisioning services for any reason (including loss of internet access), (a) Customer may not be able to configure, deploy, remove and/or manage any physical or virtual gateway, switch and/or access point appliances managed by SCM On Premise; (b) Customer's Software Defined Wide Area Network (SD-WAN) managed by the SCM On Premise instance may cease to operate; (c) Customer will not be eligible to receive updates or upgrades (including security and vulnerability patches and critical fixes) for SCM On Premise and/or any Riverbed appliances managed by it; and (d) Customer may lose its configuration settings for the affected SCM On Premise instance. All Riverbed gateway, switch and/or access point appliances require a valid license subscription in order to be managed by SCM On Premise. Riverbed reserves the right to suspend or terminate Riverbed appliance instances configured by SCM On Premise without a valid license; such appliance instance may cease to operate until a valid license is obtained. For the avoidance of doubt, as between Riverbed and Customer, Customer is responsible for managing all aspects of hosting SCM On Premise (whether on premise or in a supported third party cloud environment) at Customer's expense. Riverbed is not obligated to (i) manage or provide any access to any hosting services or any third party cloud environment used to host any instance of SCM On Premise and/or (ii) pay any fees relating to any such hosting service or third party cloud environment, including any fees associated with usage, bandwidth, capacity or other pricing metrics.

24. The following additional terms apply to Riverbed SaaS Accelerator and SteelHead SaaS Accelerator for Office 365:

Riverbed SaaS Accelerator and SteelHead SaaS Accelerator for Office 365 are licensed on a capacity basis measured in GiB. If Customer's usage exceeds the GiB capacity purchased, unless otherwise mutually agreed by Riverbed and Customer, Riverbed reserves the right to invoice Customer for the excess GiB usage as set forth [here](#). "**GiB**" means 1024³ bytes or 1,073,741,824 bytes.

25. The following additional terms apply to SteelCentral Advanced Security Module:

Customer may purchase a SteelCentral Advanced Security Module ("**Advanced Security Module**") as an add-on software module for SteelCentral xx70 Enterprise NetProfiler. The Advanced Security Module is provided "AS IS" without any warranty or indemnity of any kind. Riverbed does not warrant the accuracy of any Advanced Security Module threat intelligence updates or that the Advanced Security Module threat intelligence feature will not provide false positive or false negative results.

26. Please click [here](#) for additional warranty terms that apply to select Xirrus hardware products. Please see the warranty terms for the list of Xirrus products that are eligible for the additional hardware warranty.

27. The following terms apply to the Xirrus EasyPass service:

DoD Software License Agreement

The Xirrus EasyPass service for Xirrus access points ("**EasyPass**") is offered on a subscription basis and requires a corresponding Xirrus XMS-Cloud subscription of equal or greater duration for Customer's Xirrus access points. In addition, any EasyPass subscriptions purchased by Customer must be activated for all of Customer's Xirrus access point products. If Customer has an existing deployment of Xirrus access points with EasyPass subscriptions activated on such access points, and later purchases additional Xirrus access points without accompanying EasyPass subscriptions, the term of the existing EasyPass subscriptions will be reduced on a prorated basis to provide EasyPass subscription coverage for the newly added access points. For purposes of example only, if Customer has 300 Xirrus access points with a twelve month EasyPass subscription term, and later purchases an additional 100 Xirrus access points without accompanying EasyPass subscriptions, the existing EasyPass subscription term will be prorated as follows: 12 months x 300 Xirrus access points / 400 Xirrus access points = 9 months of EasyPass subscription coverage for all 400 Xirrus access points.

28. The following additional terms apply to any Riverbed software provided to Customer that is identified at the time of order or provision of the software as Not For Resale (NFR) software:

NFR software licenses expire one (1) year after the date that Riverbed provides the applicable license key(s) to the Customer. Each instance of the NFR software may only be installed once at the Customer site and used solely for the purpose of internally testing and demonstrating the NFR software to prospective customers. NFR software licenses must not be used in a production environment or resold or transferred to any third party. Any use by Customer contrary to the foregoing is prohibited; if Customer does use the NFR software in a manner contrary to the foregoing, then in addition to any other remedies that may be available to Riverbed, Customer shall promptly pay Riverbed the difference between the then-current list price of such software and the price paid for the applicable NFR software (if any). NFR software is provided "AS IS" without any warranty or indemnity of any kind.

29. The following additional terms apply to use by any University Customer (as defined below) of any software, versions and modules associated with SteelCentral Riverbed Modeler:

"**University Customer**" means a Customer that is an institution of higher education and that is approved in writing by Riverbed to participate in the University Modeler Program. "**Faculty Member**" means an individual that is a full or part time member of University Customer's faculty, whether University Customer treats such person as an employee or independent contractor. "**Student**" means an individual that is enrolled as a full or part time student of University Customer and is sponsored by a Faculty Member. To be eligible to participate in the University Modeler Program, University Customer must have either (a) a valid six-month license for an applicable product or (b) a valid one year license for an applicable product and a valid maintenance contract. University Customer shall ensure that Faculty Members and Students use Modeler only for the purposes of (a) performing research and thesis work at University Customer's facilities for the benefit of University Customer and/or (b) teaching Students in conjunction with a class offered on the premises of University Customer. University Customer shall not, and shall ensure that Faculty Members and Students do not, use Modeler for any business activities or uses (including for the benefit of any third party), regardless of whether or not a payment is made or expected. University Customer and Faculty Members shall undertake a duty of reasonable inquiry to ascertain that all Faculty Members and Students are using Modeler only for the purposes authorized in these Additional Use Rights. University Customer shall not permit any other person or entity to use or access Modeler for any reason. Notwithstanding anything to the contrary, University Customer's right to participate in the University Modeler Program is subject to Riverbed's review and approval in its discretion.

30. The following additional terms apply to SteelCentral ApplInternals:

Any collectors included with any SteelCentral ApplInternals software may only be controlled using such software.

Oracle JDBC drivers are included in certain versions of SteelCentral ApplInternals. Oracle America, Inc. ("**Oracle**") is a third party beneficiary of the Agreement solely with respect to such Oracle JDBC drivers. Oracle provides the Oracle JDBC drivers "AS IS" without warranty of any kind provided that the foregoing does not limit any express warranties provided by Riverbed under the Agreement. Oracle's entire liability for damages under the Agreement will not exceed US \$1,000.

31. The following additional terms apply to SteelCentral ApplInternals Console and SteelCentral ApplInternals Collectors:

DoD Software License Agreement

The total number of concurrent executions of SteelCentral AppInternals Console is limited to the number of licenses granted to Customer, except that the number of concurrent executions that may be accessed by an authorized user through a web interface is unlimited. The total number of concurrent executions of SteelCentral AppInternals Collectors is limited to the number of licenses granted to Customer.

32. The following additional terms apply to Application-Specific licenses for SteelCentral AppInternals:

If Customer has purchased an Application-Specific license for SteelCentral AppInternals, then Customer may only use SteelCentral AppInternals with the application that is specified in Customer's quote or other ordering documentation. Customer shall not use any other application with SteelCentral AppInternals without Riverbed's prior written consent.

33. The following additional terms apply to SteelCentral AppInternals, SteelCentral Aternity, and SteelCentral Agent License Units:

SteelCentral Agent License Units (also known as SteelCentral end points or agents) are Cloud Service-only licenses that may be deployed at Customer's option for use with both SteelCentral AppInternals Cloud Service versions and SteelCentral Aternity Cloud Service versions. Information regarding the allocation and deployment of SteelCentral Agent License Units for use with SteelCentral AppInternals Cloud Service versions and SteelCentral Aternity Cloud Service versions is set forth in the applicable product documentation. If Customer has existing SteelCentral Aternity SaaS licenses, such licenses will be automatically converted to SteelCentral Agent License Units and the applicable terms set forth herein will apply to such licenses.

If Customer elects to use SteelCentral Agent License Units with the SteelCentral Aternity Cloud Service, all terms and conditions in these Additional Use Rights and the Agreement applicable to SteelCentral Aternity will apply to the SteelCentral Agent License Units. If Customer elects to use SteelCentral Agent License Units with the SteelCentral AppInternals Cloud Service, all terms and conditions in these Additional Use Rights and the Agreement applicable to SteelCentral AppInternals will apply to the SteelCentral Agent License Units. If Customer has previously entered into an Agreement for SteelCentral Aternity with Riverbed that does not include license terms for SteelCentral AppInternals, by using any SteelCentral Agent License Units with the SteelCentral AppInternals Cloud Service, Customer acknowledges and agrees that Riverbed's applicable customer terms located at www.riverbed.com/license will apply to the SteelCentral AppInternals Cloud Service and is incorporated into Customer's Agreement by this reference.

Notwithstanding the foregoing, SteelCentral Agent License Units cannot be used with the on premise deployments (which includes any on premise versions that are outsourced to a third party other than Riverbed to the extent permitted by a Customer's Agreement) of SteelCentral Aternity and/or SteelCentral AppInternals as further described below. Licenses (also known as agents or end points) included with SteelCentral AppInternals on premise deployments and SteelCentral Aternity on premise deployments may only be used with the product with which such licenses were originally included unless otherwise agreed by Riverbed; Customer shall not transfer and/or mix any licenses between (a) any on premise deployments, and (b) on premise deployments and Cloud Service deployments without Riverbed's prior written consent in each instance. Without limiting the foregoing, (i) licenses provided with SteelCentral AppInternals on premise deployments cannot be used with SteelCentral Aternity on premise deployments and/or SteelCentral Cloud Services, (b) licenses provided with SteelCentral Aternity on premise deployments cannot be used with SteelCentral AppInternals on premise deployments and/or SteelCentral Cloud Services, and (c) licenses provided with SteelCentral Aternity SaaS cannot be used with SteelCentral AppInternals on premise deployments and/or SteelCentral Aternity on premise deployments, in each case without Riverbed's prior written consent.

If Customer wishes to transition agents between on premise deployments and versions of products as made available through Cloud Services, Customer should contact their applicable Riverbed representative for more information.

34. The following additional terms apply to Distributed Agent Controller for SteelCentral Transaction Analyzer:

Each Distributed Agent Controller Module license may be used only on one synthetic transaction generator at a time.

35. The following additional terms apply to 3D Network Visualizer Module with embedded MAK Technologies, Inc. code:

DoD Software License Agreement

Notwithstanding anything to the contrary in Customer's Agreement, Riverbed and Customer intend and agree that MÄK Technologies, Inc. ("MÄK"), a Delaware corporation with an address of 10 Fawcett Street, Cambridge, MA 02138, is an intended third party beneficiary of the provisions in Customer's Agreement and these Additional Use Rights to the extent that such terms relate to software of MÄK licensed to Customer under such agreements.

36. The following additional terms apply to SteelCentral Riverbed Modeler and the Modeler Development Kit software:

Customer shall only use data files supplied with or produced by Riverbed Modeler and/or Modeler Development Kit (including any software that embeds in a file generated from such software) in combination with Riverbed products and software. The foregoing restriction does not apply to any data supplied by Customer or any extracts thereof. Without limiting the foregoing, Customer may disclose or distribute Restricted Derivative Files only to those persons or entities that have a then-current license or purchase agreement with Riverbed for use of Riverbed Modeler and/or Modeler Development Kit. The image of a Restricted Derivative File as seen on or captured from a computer screen may be distributed beyond the scope of the foregoing solely for purposes of publishing, presenting, or teaching, provided that Riverbed has granted prior written authorization in each instance and Customer provides written notice of Riverbed's property rights to the recipients of such publication, presentation, or teaching. Customer may use and disclose Unrestricted Derivative Files without restriction. Customer's rights with respect to the Restricted Derivative Files and Unrestricted Derivative Files do not grant any other rights to any other products or software.

"Restricted Derivative File" means any program, library or file containing Riverbed-supplied object code and/or source code, including the Simulation Kernel, External Model Access (EMA) libraries, External Tool Support (ETS) libraries, Programming Support (PRG) libraries, Riverbed Model Access (RMA) libraries, and any model files obtained or derived from the Riverbed Model Library or containing any source code fragments derived or extracted from any of the foregoing. **"Unrestricted Derivative File"** means any of Customer's independently developed source code, data or information entered into Riverbed Modeler and any output generated by Customer's use of Riverbed Modeler based on such source code, data or information, but excluding any Restricted Derivative Files or any source or object code provided by Riverbed or derived or extracted from any Riverbed-supplied source or object code.

Customer may use Riverbed Modeler to perform modeling and network consulting services for the benefit of its third party customers, provided that Customer does not provide such third party customer with access to or use of Riverbed Modeler (except as otherwise provided with respect to Restricted Derivative Files and Unrestricted Derivative Files).

If Customer has purchased an Enterprise License Feature for Riverbed Modeler and/or Modeler Development Kit, then Customer may provide access to that software by users of workstations on up to 101 networks. For clarity, the Enterprise License Feature increases only the number of authorized electronic locations, and not the number of authorized concurrent users.

37. From time to time, Riverbed makes source code and sample source code publicly available, including through Riverbed's website and/or through public open source repositories such as GitHub (collectively, **"Open Source Code"**). Such Open Source Code is licensed under the terms of the applicable license that accompanies such Open Source Code, and the terms of the Agreement do not apply to Open Source Code. Such Open Source Code is provided "AS IS" and without any warranty or indemnification. To the extent that any Open Source Code is not accompanied by an express license, the following license will apply to all such Open Source Code:

Copyright (c) 2019 Riverbed Technology, Inc.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

DoD Software License Agreement

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Customer shall comply with all terms and conditions applicable to any Open Source Code. For clarity, the foregoing terms do not apply to any of Riverbed's commercial products that are identified on a Riverbed price list, including all hardware products and all software made available in object code form (including any open source code embedded therein). To the extent that any of Riverbed's commercial products contain embedded open source software subject to an open source license that requires Riverbed to make the source code for such open source software available, as determined by Riverbed, Riverbed will make a copy of such source code available upon request as set forth herein, provided that Riverbed may charge a reasonable fee for distribution of such source code. Each request must identify the applicable Riverbed product, product version, and each component for which source code is requested, together with any other information reasonably requested by Riverbed. Please direct source code requests to rvbd-opensource@riverbed.com.

38. The following additional terms apply to any product which is provided for installation at Customer's facilities solely for temporary use by Riverbed or Customer in connection with Riverbed's performance of a professional services engagement for Customer:

Riverbed may provide products for installation at Customer's facilities solely for temporary use by Riverbed or Customer in connection with Riverbed's performance of a professional services engagement for Customer (each such product, a "**PS Usage Product**"). All PS Usage Products are subject to the terms and conditions of the Agreement. As between Riverbed and Customer, Riverbed retains ownership of all PS Usage Products. Customer shall not, and shall not authorize or permit any other person or entity to, directly or indirectly: (a) use any PS Usage Product except in connection with receipt of the applicable professional services for which it was provided, (b) copy, modify, distribute, or create derivative works of any PS Usage Product, (c) place any lien or encumbrance of any kind on any PS Usage Product, or (d) move or transfer any PS Usage Product from the location designated by Riverbed or otherwise agreed by Riverbed in writing. Unless otherwise agreed by Riverbed, (i) Customer is responsible for and shall pay any import related charges incurred in connection with any shipment of any hardware PS Usage Product to Customer, (ii) within fifteen (15) days after receipt of Riverbed's request, Customer shall promptly return each hardware PS Usage Product to Riverbed and uninstall any software only PS Usage Products in accordance with Riverbed's instructions, and (iii) Customer is responsible for and shall pay all shipping charges associated with the return to Riverbed of any hardware PS Usage Product, including any applicable export related charges. Customer shall return all components of a hardware PS Usage Product, including any cables, cards, or other accessories. Customer shall use the original shipping container (or the equivalent). Riverbed will provide Customer with the shipping address at the time of the return request. If mutually agreed by the parties, subject to Customer's payment of any applicable fees for such services, Customer shall promptly permit Riverbed to access Customer's premises to collect any hardware PS Usage Products and/or uninstall any software only PS Usage Products. Notwithstanding the foregoing, Customer is responsible for any loss of or damage to any of the PS Usage Products once shipped to, installed or otherwise provided at Customer's facilities until such PS Usage Products are returned to or collected by Riverbed, and if any such PS Usage Products are lost, damaged, or otherwise not returned to or collected by Riverbed in accordance with the foregoing requirements, Customer shall reimburse Riverbed for an amount not to exceed the then-current list price of the applicable product. As used herein, return of a hardware PS Usage Product to Riverbed means confirmed delivery of the PS Usage Product to the location designated by Riverbed. Riverbed is not obligated to provide any support or maintenance services for any PS Usage Product.

39. Please click [here](#) for additional terms and conditions that apply to any services purchased by Customer.

ANNEX 2

SteelCentral Aternity Cloud Service SLA

1. **Service Availability.** Riverbed will make the SteelCentral Aternity Cloud Service (“**Aternity**”) Available to Customer 99.50% of the time in any calendar month (“**Service Availability Commitment**”). If the Monthly Uptime Percentage does not meet the Service Availability Commitment in any calendar month, Customer will be eligible to receive the Service Credits described below.

2. **Definitions.** The following definitions shall apply to this SLA:

“**Available**” or “**Availability**” means the ability to access Aternity through the public internet.

“**Downtime**” means the time during which Aternity is unavailable, excluding Excused Downtime.

“**Excused Downtime**” means where Aternity is not Available due to (i) Maintenance (ii) a force majeure event or other event or factors beyond Riverbed’s control, including acts of God, riots, war, terrorism, governmental action, strikes (other than one involving Riverbed’s employees), fires, floods, earthquakes and natural disasters, (iii) Internet access or related problems beyond the demarcation point of the facility Riverbed uses to host Aternity; (iv) that results from any actions or inactions of Customer or its subcontractors; (v) that results from Customer’s equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment, software or other technology within Riverbed’s reasonable control); (vi) during the period of the initial setup of Aternity; or (vii) arising from Riverbed’s suspension and termination of Customer’s right to access and use Aternity in accordance with the Agreement.

“**Maintenance**” means Riverbed’s standard maintenance and support as described at www.riverbed.com/supportservicedescription. In addition to the foregoing, Riverbed performs scheduled and emergency maintenance for Aternity from time to time. Riverbed uses commercially reasonable efforts to limit scheduled maintenance windows to 1-2 hours per calendar month and provide at least three days’ prior notice of such maintenance. Riverbed may also implement emergency maintenance windows as needed for security and other critical patches. Riverbed understands that maintenance windows may impact Aternity and will use all commercially reasonable efforts to minimize any such impact to our customers.

“**Monthly Uptime Percentage**” means total number of minutes in a calendar month minus the total number of minutes of Downtime suffered in such calendar month, divided by the total number of minutes in such calendar month.

“**Service Credit**” means the number of days of Aternity added to the end of Customer’s paid term for Aternity, at no charge to Customer.

3. **SLA Credits.** If the Monthly Uptime Percentage does not meet the Service Availability Commitment in any calendar month, then Riverbed shall provide a Service Credit in accordance with the table below:

Monthly Uptime Percentage	Service Credit
Over 99.0% but below 99.50%	3 days
Over 98.0% but below or equal to 99.0%	5 days
Over 95.0% but below or equal to 98.0%	10 days
Equal to or below 95.0%	30 days

4. **Service Credit Request.** In order to receive Service Credits, Customer must notify Riverbed within thirty (30) days of the last calendar day of the month in which the Monthly Uptime Percentage was less than the Service Availability Commitment. Failure to comply with this requirement will forfeit Customer’s right to receive a Service Credit.

5. **Maximum Service Credit.** The aggregate maximum number of Service Credits to be issued by Riverbed to Customer for all Downtime that occurs in a single calendar month will not exceed thirty (30) days.

6. **Exclusive Remedy.** The Service Credits are Customer’s sole and exclusive remedy for any failure by Riverbed to meet the Service Availability Commitment set forth in this SLA.

ANNEX 3

SteelCentral AppInternals Cloud Service SLA

7. **Service Availability.** Riverbed will make the SteelCentral AppInternals Cloud Service (“AppInternals”) Available to Customer 99.50% of the time in any calendar month (“Service Availability Commitment”). If the Monthly Uptime Percentage does not meet the Service Availability Commitment in any calendar month, Customer will be eligible to receive the Service Credits described below.

8. **Definitions.** The following definitions shall apply to this SLA:

“Available” or “Availability” means the ability to access AppInternals through the public internet.

“Downtime” means the time during which AppInternals is unavailable, excluding Excused Downtime.

“Excused Downtime” means where AppInternals is not Available due to (i) Maintenance (ii) a force majeure event or other event or factors beyond Riverbed’s control, including acts of God, riots, war, terrorism, governmental action, strikes (other than one involving Riverbed’s employees), fires, floods, earthquakes and natural disasters, (iii) Internet access or related problems beyond the demarcation point of the facility Riverbed uses to host AppInternals; (iv) that results from any actions or inactions of Customer or its subcontractors; (v) that results from Customer’s equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment, software or other technology within Riverbed’s reasonable control); (vi) during the period of the initial setup of AppInternals; or (vii) arising from Riverbed’s suspension and termination of Customer’s right to access and use AppInternals in accordance with the Agreement.

“Maintenance” means Riverbed’s standard maintenance and support as described at www.riverbed.com/supportservicedescription. In addition to the foregoing, Riverbed performs scheduled and emergency maintenance for AppInternals from time to time. Riverbed uses commercially reasonable efforts to limit scheduled maintenance windows to 1-2 hours per calendar month and provide at least three days’ prior notice of such maintenance. Riverbed may also implement emergency maintenance windows as needed for security and other critical patches. Riverbed understands that maintenance windows may impact AppInternals and will use all commercially reasonable efforts to minimize any such impact to our customers.

“Monthly Uptime Percentage” means total number of minutes in a calendar month minus the total number of minutes of Downtime suffered in such calendar month, divided by the total number of minutes in such calendar month.

“Service Credit” means the number of days of AppInternals added to the end of Customer’s paid term for AppInternals, at no charge to Customer.

9. **SLA Credits.** If the Monthly Uptime Percentage does not meet the Service Availability Commitment in any calendar month, then Riverbed shall provide a Service Credit in accordance with the table below:

Monthly Uptime Percentage	Service Credit
Over 99.0% but below 99.50%	3 days
Over 98%.0% but below or equal to 99.0%	5 days
Over 95.0% but below or equal to 98.0%	10 days
Equal to or below 95.0%	30 days

10. **Service Credit Request.** In order to receive Service Credits, Customer must notify Riverbed within thirty (30) days of the last calendar day of the month in which the Monthly Uptime Percentage was less than the Service Availability Commitment. Failure to comply with this requirement will forfeit Customer’s right to receive a Service Credit.

11. **Maximum Service Credit.** The aggregate maximum number of Service Credits to be issued by Riverbed to Customer for all Downtime that occurs in a single calendar month will not exceed thirty (30) days.

12. **Exclusive Remedy.** The Service Credits are Customer’s sole and exclusive remedy for any failure by Riverbed to meet the Service Availability Commitment set forth in this SLA.

ANNEX 4

Riverbed Privacy Policy

Riverbed Technology, Inc. and its subsidiaries (“**Riverbed**”, “**we**”, “**us**”, or “**our**”) know that you care about how your information is used and shared, and we take your privacy seriously. Riverbed’s Privacy Policy describes our practices and policies regarding the personal data that we collect from individuals who visit Riverbed’s website (located at www.riverbed.com) and interact with Riverbed online, and from Riverbed Products and related services (including support and education) offered by Riverbed (the “**Services**”).

- **Personal Data Riverbed Collects**

We may collect data, including Personal Data (as defined below), about you as you use our website and Services and interact with us. “**Personal Data**” means any data relating to an identified or identifiable individual, including, for example, your first and last name, email address, and phone number.

- **Personal Data You Provide to Riverbed**

You may provide us with certain categories of Personal Data when you:

- Complete and submit forms on our website
- Download white papers or other Riverbed content
- Register for webcasts, seminars, conferences, etc. sponsored by Riverbed or a partner
- Subscribe to our newsletters or other Riverbed content-related materials
- Register for support, courses, training or education
- Provide us with feedback or contact us via phone, email, social media or otherwise
- Participate in a survey
- Submit a job application via our website
- Use community forums on our website
- Purchase Riverbed Products or Services

- **Personal Data Collected Automatically**

Riverbed’s website uses automatic data collection tools, such as cookies and web beacons. These tools automatically collect the following:

- Technical information including, but not limited to, browser type, operating system, device information, IP address, domain name, referral URL, time zone setting, and/or a time-stamp for your visit.
- Usage information including, but not limited to, geographic location information (such as your country or state), the numbers and frequency of visitors to our site, page views, unique page views, video views, form conversions, and your clickstream behavior (e.g. clicking links to, through and from our website).

You can find out more information on how Riverbed uses cookies and other automatic data collection tools [here](#).

- **Personal Data Collected From Third Parties**

Riverbed works closely with third parties and may receive Personal Data from such third parties. Riverbed protects Personal Data obtained from third parties in accordance with the practices and policies described in this Privacy Policy, plus any additional obligations imposed by the third party source of the Personal Data. These third party sources vary depending on context but may include:

- Data brokers from which we purchase data to supplement the data we collect
- Channel Partners (including distributors, resellers and managed service providers) who supply us with data in order to help establish an account, fulfill orders and offer Services
- Companies that provide services in connection with our website (i.e. localization, analytics and marketing)
- Business partners with which we offer co-branded services or engage in joint marketing activities

- **How Riverbed Uses Personal Data**

Riverbed uses the Personal Data we collect for two main purposes: (1) to operate our business and provide the Services, and (2) to send communications, including marketing communications. For example, we may use Personal Data to:

- Respond to your requests and questions for certain products and services
- Administer and provide our website and Services
- Customize the content and advertising you see on our website
- Communicate with you about specials, sales offers and new products
- Send notifications regarding to our company, Services and changes to our terms and conditions

- **Data Collected for Riverbed Customers**

Our Services are offered and designed primarily for use by organizations. When a Customer purchases, uses or subscribes to our Products, or obtains support for such products, Riverbed collects certain categories of data (each as defined below) that may include Personal Data in order to provide the Services:

“Administrative Data” is data related to employees or representatives of Customer (each an **“Account Administrator”**) that is collected and used by Riverbed in order to administer or manage Riverbed’s delivery of the Services, or the Customer’s account. Administrative Data may include Personal Data such as the first and last name, professional email address, professional title, company name and password an employee or representative of Customer provides.

Riverbed uses Administrative Data to contact Account Administrators to provide information about a Customer’s account, subscriptions, billing and updates to the Services, including information about security, support and maintenance. Riverbed may also contact Account Administrators, subject to the Account Administrator’s contact preferences, regarding information and offers about other products and services, or share information with Riverbed’s partners.

“Payment Data” is data related to Customer’s financial health that a Customer provides to Riverbed in connection with making a purchase or entering into an agreement for Services.

Riverbed uses Payment Data to complete transactions, as well as to detect and prevent fraud.

“Support Data” is data we collect when Customer contacts Riverbed for support or other troubleshooting, including information Customer supplies about the product and other details related to the support incident, such as authentication information, product condition, installation and configuration data, or files Customer sends to us. Support Data does not include Administrative Data or Payment Data.

DoD Software License Agreement

Riverbed uses Support Data only to provide Customer with support, including purposes compatible with providing support, such as troubleshooting, recurring issues and improvements to support or to Riverbed Products. Riverbed will not use Support Data or derive information from it for advertising or similar commercial purposes without Customer's permission. As between Riverbed and Customer, Customer retains ownership rights in and to Support Data. Riverbed acquires no rights in Support Data, other than the rights Customer grants to Riverbed to provide support to Customer. This paragraph does not affect Riverbed's rights in software or services Riverbed licenses to Customer.

"Customer Data" is all data that is provided to Riverbed by, or on behalf of, Customer through use of Riverbed's hosted or SaaS Services. Customer Data does not include Administrative Data or other contact data, Payment Data, or Support Data.

"Performance Data" is a subset of Customer Data and means data about the performance of Customer's instrumented applications and devices (such as classes, methods, parameters, URLs, SQL statements, and IP addresses), networks (such as number of bytes, number of packets, IP addresses, server name, and ports), process and system metrics (such as CPU, memory usage, disk i/o, applications and/or operating systems on which such products are used), and/or any transactions related to any of the foregoing.

Riverbed collects Performance Data to primarily display product and performance information back to the Customer's account user(s). Riverbed also uses Performance Data to answer questions Customer may have about their account and to develop and improve our products. Some products may permit you to specify what types of Performance Data will be collected as described in the applicable documentation for such product.

Riverbed uses Customer Data solely to provide Customer the hosted and/or SaaS Services, including purposes compatible with providing those services. Customer is solely responsible for the data that it chooses to collect and monitor; Customer acknowledges that some product functionality and features might not function if certain data collection features are disabled. As between Riverbed and Customer, Customer retains all ownership rights in and to Customer Data. Riverbed acquires no rights in Customer Data, other than the rights Customer grants to Riverbed to provide the hosted and/or SaaS Services to Customer. This paragraph does not affect Riverbed's rights in software or services Riverbed licenses to Customer.

● Disclosure of Personal Data

Riverbed may share Personal Data with third parties for the purposes described below:

- **Riverbed Affiliates and Subsidiaries:** we share Personal Data among the Riverbed-controlled affiliates and subsidiaries set forth in Annex 5.
- **Vendors and Agents:** Riverbed may share Personal Data with Riverbed's contracted vendors and agents working on our behalf to provide Services, including performing customer support and cloud service providers such as storage providers; such contracted vendors and agents are set forth in Annex 5. In such cases, these vendors and agents must abide by our data privacy and security requirements, are not allowed to use Personal Data they receive from us for any other purpose, and we require them to agree to maintain the confidentiality of Personal Data.
- **Channel Partners:** Riverbed has an extensive network of channel partners who help us sell and deliver our products and services. Riverbed may share business contact information (e.g., first and last name, professional email address, professional title, company name) with our channel partners for purposes of order administration and fulfillment to you. Riverbed may also obtain certain Personal Data about you from our channel partners when you purchase products and services from such channel partners in order to deliver and support such purchased products and services. Riverbed requires its channel partners to comply with applicable law regarding the Personal Data that we provide to them. Please note, however, that you may have a separate agreement with a channel partner that will control that channel partner's use of your Personal Data, in which case this Privacy Policy does not apply to the information held by that channel partner.

- **Suppliers:** Certain Riverbed products incorporate software provided by third party suppliers. In some cases Riverbed may be required to report on sales of such products incorporating such software to those third party suppliers, and this reporting may include your Personal Information solely to the extent needed to document such sales. Riverbed requires its third party suppliers to treat any such information as confidential.
- **Business Transfers:** In some cases, we may choose to buy or sell assets or become involved in a merger, acquisition or similar transaction. In these types of transactions, customer information (that may include Personal Data) is typically one of the assets that is transferred.
- **Protection of Riverbed and Others:** We may disclose or share Personal Data and other information, if we believe in good faith that such disclosure or sharing is legally required, or is necessary to protect our legal rights (including, but not limited to, our intellectual property rights and enforcement of our agreements), the legal rights of others, or the safety and/or security of Riverbed, our employees, our customers, or other users.

• Accessing and Managing Personal Data

Riverbed offers choices regarding the collection, use and sharing of Personal Data. You may manage your receipt of marketing and non-transactional communications by following the directions in that communication. You can also make choices by visiting Riverbed's Subscription Management [page](#). Additionally, you may send a request to access, correct, amend or delete inaccurate Personal Data by submitting a request [here](#). Riverbed will review your request in accordance with applicable law. Please note that with respect to deletion requests, Riverbed may be required (by law or otherwise) to retain such data and not delete it. Riverbed retains Personal Data for as long as your account is active or as needed to provide you Services as well as is necessary to comply with our legal obligations, resolve disputes and enforce our agreements.

• Access to Personal Data Controlled by Riverbed Customers

Riverbed may have no direct relationship with the end-users whose Personal Data we process on behalf of our customers. An individual who seeks access, or who seeks to correct, amend or delete inaccurate Personal Data controlled by one of our customers should direct his or her query to our customer (the data controller). If our customer requests Riverbed's assistance in fulfilling the individual's request, we will do so in accordance with the data processing terms governing the relationship between that customer and Riverbed.

• Transfer, Processing and Storage of Personal Data

Notwithstanding anything to the contrary in Annex 5, Support made available to Riverbed customers that are part of an agency, department, or other entity of the United States Government (each a "**U.S. Government Customer**"), is provided in accordance with Section 9.a of Exhibit C (Riverbed Maintenance and Support Services). Riverbed leverages a customer relationship management (CRM) tool offered by Salesforce to deliver Riverbed's support services and store data associated with support requests (i.e. name, email address and phone number of the employee appointed to open the service request; authentication information; information about the condition of product/service; registry data about software installation). Support case details and associated case notes are stored within Riverbed's CRM Salesforce instance; Riverbed's CRM Salesforce instance is hosted at a Salesforce data center physically resident in the United States.

• Security of Personal Data

The security of your Personal Data is important to us. Riverbed implements administrative, physical, and technical safeguards to protect your Personal Data from unauthorized access, use, modification, or disclosure. Please be aware that no security measures can wholly eliminate security risks associated with Personal Data; keep this in mind when disclosing any sensitive information to us. Please do not disclose

your website login credentials to unauthorized users. You are responsible for the security of your login credentials and for any activity that occurs under your account with us. If Riverbed learns of a breach of its systems, we may notify you and others in a manner that is consistent with applicable law and/or as agreed by us in writing.

- ### Retention of Personal Data

Riverbed retains Personal Data for as long as necessary to provide the Services, to comply with our business requirements, legal obligations, resolve disputes, protect our assets and enforce our agreements.

Links to Third Party Websites

Riverbed may provide links to other third-party websites and services that are outside our control and not covered by Riverbed's Privacy Policy. Riverbed is not responsible for the privacy practices or the content of such websites. We encourage you to review the privacy policies on any website you visit whether linked to or not.

- ### Public Forums

Riverbed offers individuals the opportunity to interact and publish content via discussion forums, blogs, and other means on our website ("**Online Communication Tools**"). If you use such Online Communication Tools, any information that you disclose becomes publicly available, and could be used to contact you, to send you unsolicited messages, or for purposes neither Riverbed nor you have control over. Your use of certain Online Communication Tools may be subject to additional terms and conditions. Riverbed is not responsible for the Personal Information or any other information you choose to submit or publish via these Online Communication Tools.

- ### Collection of Data From Children

Riverbed does not knowingly collect Personal Data from individuals under the age of thirteen (13) or the applicable age of consent in your country. If you believe that Riverbed may have collected Personal Data from someone under the applicable age of consent, please email rvbd-privacy@riverbed.com.

- ### California Privacy Rights

Under California Civil Code § 1798.83, California residents have certain rights regarding a company's disclosure of their Personal Data for direct marketing purposes. Riverbed's Privacy Policy provides you with details on how you may opt-out of the use of your Personal Data by third parties for marketing purposes. Please be aware that if you opt-out, you may continue to receive marketing communications during the time period it takes for us to process your request. Additionally, even after you opt-out from receiving marketing communications from us, you may continue to receive administrative messages from us regarding our products and related services.

- ### Contact Riverbed

If you have any questions, concerns or comments about Riverbed's Privacy Policy, please contact Riverbed via email at rvbd-privacy@riverbed.com with the words "PRIVACY POLICY" in the subject line.

- ### Updates

Riverbed may update this Privacy Policy from time to time. If we make changes to our Privacy Policy, we will post the revised version [here](#), with an updated revision date. If there are material changes to our Privacy Policy or in how Riverbed will use Personal Data, we may provide notification by other means prior to such changes taking effect, for example, by posting a notice on our website or sending you a notification. Your use of Riverbed's website and Services following these changes means that you accept and agree to the updated Privacy Policy.

DoD Software License Agreement

Annex 4

Riverbed End of Sale and End of Support Policy

Riverbed End-of-Availability and End-of-Support Product Listing (available at https://support.riverbed.com/content/support/eos_eoa.html) is updated online as Riverbed products and services are made subject to an end-of-availability in accordance with the below.

Hardware & Software End of Life Policy

Riverbed Technology (“Riverbed”, “Supplier” or “we”) is continually evolving the products and services we offer. These innovations mean that we periodically transition away from selling or servicing certain hardware or software products.

This policy outlines how we handle support for hardware and software products that we have discontinued.

If you have questions or would like more information, email us at support@riverbed.com or call +1.415.247.7381 or +1.888.782.3822 (toll free in the United States and Canada).

View the list of [Riverbed Technology Hardware and Software End-of-Life Products](#) or download the [Excel file](#) (82 KB).

Products formerly offered by OPNET Technologies: Please note that this Hardware & Software End of Life Policy does not apply to any software or hardware products previously offered by OPNET Technologies, even if sold by Riverbed after the date Riverbed acquired OPNET.

Some Xirrus products follow the Xirrus EOL policy prior to January 8, 2018 integration with Riverbed. [Learn more](#).

DEFINITIONS

- **Appliance Product** – Combined hardware and software products on the Riverbed® price list that are not upgrades or components of other products. Examples of such combined hardware and software products are Steelhead® appliances from Riverbed, Interceptor® appliances, Central Management Console (CMC), Cascade Profiler, and Cascade Sensor.
- **Cold Spares** – Appliance products that are sold without any software license. Cold spares let customers keep on-site hardware replacement units that may be used only when a fully licensed equivalent appliance product fails, is no longer operational, and is disconnected from the network.
- **Component Spares** – Component spares include any component of an appliance product on the Riverbed price list (such as disks, memory, and NIC cards)
- **End-of-Availability** – The date a product is no longer available from Riverbed
- **End-of-Support** – The date a product is no longer supported by Riverbed.

DoD Software License Agreement

- **Hardware Upgrade** – Products on the Riverbed price list that include hardware components that add functionality to an appliance product. Hardware upgrades include appliance product model upgrades that contain any hardware component.
- **License Upgrade** – Products on the Riverbed price list that add capacity or software functionality to an appliance product or software product through a license key without requiring additional hardware. License upgrades include appliance product model upgrades that do not contain any hardware components.
- **Software Product** – Stand-alone application software on the Riverbed price list that are not upgrades or components of other products. Examples of application software products are Riverbed Services Platform (RSP) or separately licensed software applications that can be installed on RSP or non-Riverbed hardware.

END-OF-AVAILABILITY AND END-OF-SUPPORT: APPLIANCE PRODUCTS

Riverbed Technology issues an end-of-availability notice generally 60-90 days before we remove an appliance product from our ordering system and price list. The end-of-availability notice includes an end-of-support date that is five years after the appliance product ceases to be available.

We will continue to offer maintenance and support services until the applicable end-of-support date on the appliance product as follows:

- Access to telephone, email, and website support for five years from the end-of-availability date
- Hardware defect repair and replacement services for five years from the end-of-availability date, including repair and/or replacement of component parts of the appliance product. We reserve the right to substitute functionally equivalent products and/or peripherals.
- Software maintenance (patches and bug fixes) on one or more major or minor releases that support the appliance product for a period of five years from the end-of-availability date
- Support for the full feature set of new major and minor releases made generally available for use on a product line associated with an end-of-availability product (such as new releases of RiOS® that run on all Steelhead models) within two years of the end-of-availability date, except where precluded by hardware limitations.

The end-of-support date for an appliance product applies to all hardware upgrades, license upgrades, component spares, and cold spares associated with that appliance product. Supply permitting and at our discretion, we may continue to make available for purchase these hardware upgrades, license upgrades, component spares, and cold spares after the end-of-availability date of an appliance product as follows:

- **Hardware Upgrades** – For up to two years after the appliance products' end-of-availability date
- **License Upgrades** – For up to four years after the appliance product's end-of-availability date
- **Component Spares** – Supply permitting and at our discretion, after the announced end-of-availability date

DoD Software License Agreement

- Cold Spares – Supply permitting and at our discretion, after the appliance product’s announced end-of-availability date

If we sell a hardware upgrade, license upgrade, component spare(s), or cold spare(s) for use with an appliance product after its announced end-of-availability date, that sale will not change the previously announced end-of-availability or end-of-support dates for that appliance product.

In addition, supply permitting and at our discretion, we may continue to make available for purchase refurbished appliance products and/or excess inventory of new appliance products after the end-of-availability date.

If we sell a refurbished or new appliance product after its end-of-availability date, that sale does not change our previously announced end-of-availability or end-of-support dates for that appliance product.

END-OF-AVAILABILITY AND END-OF-SUPPORT: SOFTWARE

Riverbed issues an end-of-availability notice generally 60-90 days before we remove a software product from our ordering system and price list. The end-of-availability notice includes an end-of-support date that is five years after the software product ceases to be available.

The end-of-availability date for software products is the date after which no new major or minor software releases will be made available.

We will continue to offer our maintenance and support services until the applicable end-of-support date on the software product as follows:

- Telephone, email, and website support for five years from the end-of-availability date
- Software maintenance (patches and bug fixes) on one or more major or minor releases that support the software product for five years from the end-of-availability date

The end-of-support date for a software product applies to license upgrades associated with that software product. At our discretion, we may continue to make available for purchase these license upgrades, for up to four years after the end-of-availability date of the appliance product.

SOFTWARE VERSION SUPPORT

We determine at our sole discretion the timing and content of any software release. Customers under current paid support agreements can obtain new versions of our software by downloading the updates from [Software & Documentation](#).

Our software releases are designated by the form X.Y.Z (where X, Y, and Z are integers) and are characterized as follows:

Release Type	Release Designator Changes to	Release Content
Major	X changes to X' which is greater than X. Y and Z are set to zero.	Contains significant new features, and may also contain minor new features and software error corrections.
Minor	X does not change. Y changes to Y' which is greater than Y. Z set to zero.	Contains minor new features and may also contain software error corrections.

DoD Software License Agreement

Patch/Fix/Maintenance	X and Y do not change. Z changes to Z' which is greater than Z.	Contains software error corrections (maintenance) to existing features and may occasionally contain minor new features that Riverbed elects to provide as part of the Patch/Fix/Maintenance release instead of a Minor release.
-----------------------	---	---

Our standard practice is to provide software support and maintenance on the following releases:

- The current or latest major or minor release of the software.
- The immediately preceding major or minor release of the software, for a period of one year after general customer availability of the current or latest major or minor release.
- The latest valid major or minor release for any end-of-availability appliance product or software product that has not yet reached end-of-support.

At our discretion, we may provide support for older releases. If you encounter an error in a version of the software that is other than the latest release of any type, we may require you to upgrade to a specified later version to obtain a correction of the error.

HARDWARE AND SOFTWARE END-OF-LIFE POLICY

We are continually evolving the products and services we offer. These innovations mean that we periodically transition away from selling or servicing certain hardware or software products.

This policy outlines how we handle support for hardware and software products that we have discontinued.

If you have questions or would like more information, email us at support@riverbed.com or call +1.415.247.7381 (toll free in the United States and Canada: +1.888.782.3822).

[View the list of Riverbed Hardware and Software End-of-Life Products](#)

DoD Software License Agreement

Annex 5

Infrastructure Overview and Subprocessors

This Annex 5 provides an overview of relevant infrastructure, subprocessors and other entities material to Riverbed's provision of its products and services.

Infrastructure – Customer Data Storage

Riverbed's Cloud Services are hosted on the infrastructure of third-party public cloud providers. In general, Customer Data is stored in third-party data centers in the location from which a customer subscribes to the Cloud Service; however, customers can request at the time of sign-up to be hosted in a specific data center location.

The following describes the locations and legal entities engaged in the storage of Customer Data by Riverbed for the applicable Cloud Service is set out below:

Riverbed Cloud Service	Data Center Location	Operator Entity Name
SteelCentral Aternity	United States – US East (N. Virginia)	Amazon Web Services, Inc.
	Asia Pacific (Sydney)	
	EU (Frankfurt)	
	EU (London)* <i>* Available to select UK government customers only</i>	
SteelCentral AppInternals	United States – US East (N. Virginia)	Amazon Web Services, Inc.
SteelConnect Manager	United States – US East (N. Virginia)	Amazon Web Services, Inc.
	EU (Frankfurt)	
	Asia Pacific (Singapore)	
	Asia Pacific (Sydney)	

Customer Data Processing

The following third parties are engaged in processing of Customer Data to assist Riverbed in connection with the provision of products and services.

Subprocessor Entity Name	Location	Brief Processing Description
Answer 1, LLC	United States	Tier 1 24x7 telephone customer support
salesforce.com, inc.	United States	Customer account administration and support case incident management
Splunk, Inc.	United States	Business analytics for SteelConnect Manager

Riverbed Affiliate Subprocessors

Depending on a customer's geographic location and the nature of the Riverbed product and/or service provided, Riverbed Technology, Inc. ("Riverbed") may use Riverbed affiliates to assist in connection with such product and/or service. Riverbed has engaged and authorized the Riverbed affiliates below to provide (1) customer outreach and support; and/or (2) software engineering, software maintenance or systems maintenance.

Entity Name	Location
Riverbed Technology Australia Pty Limited	Australia
Riverbed Technology Pvt Ltd.	India
Aternity Information Systems	Israel
Riverbed Technology K.K.	Japan
Riverbed Technology B.V.	Netherlands
Riverbed Technology Labs SRL	Romania
Riverbed Technology Pte. Ltd.	Singapore
Riverbed UK Limited	United Kingdom