riverbed

ENHANCED SUPPORT PROGRAM TERMS & CONDITIONS

These Riverbed Enhanced Support Program Terms & Conditions ("**ESP Terms**") govern Customer's access and participation in the Riverbed Enhanced Support Program (as defined below) that is made available by Riverbed Technology, Inc. and/or any of its affiliates, as applicable ("**Riverbed**"). These ESP Terms supplement the applicable purchase, services, or other agreement or document that references these ESP Terms, including without limitation any applicable terms attached hereto and set forth at www.riverbed.com/servicesterms ("**Agreement**"). As used in these ESP Terms, any references to "**Customer**" mean the applicable qualifying customer who meets the entry threshold (based on Platinum Support or Gold Plus Support transaction amount) as determined by Riverbed in its sole discretion. All capitalized terms used in these ESP Terms, but not defined herein, will have the meanings attributed to such terms in the Agreement. By executing an order for and accessing or participating in the Enhanced Support Program, Customer is accepting these ESP Terms. If Customer does not accept these ESP Terms or otherwise does not wish to access or participate in the Enhanced Support Program, Customer must notify their CSM (as defined below) via email at rvbd-csm-global@riverbed.com to opt out; if Customer opts out then these ESP Terms will not apply to Customer and Customer will be ineligible to access or participate in the Enhanced Support Program.

1. **Definitions**.

(a) "**Deliverables**" means all analyses, reports, manuals, supporting materials, test results, recommendations, drawings, and other materials, whether in tangible or electronic format, that are expressly identified as a deliverable in the applicable Program Documentation and/or that are provided to Customer by Riverbed as part of the Enhanced Support Program. All Deliverables will be provided in the English language unless otherwise agreed in writing by Riverbed.

(b) "**Enhanced Support Program**" means Riverbed's provision (at its discretion) of complimentary customer success benefits to qualifying Platinum Support and Gold Plus Support customers, as further described in the Program Documentation.

(c) "**Gold Plus Support**" means Riverbed's then-current generally available end user Gold Plus maintenance and support services attached hereto and as described at www.riverbed.com/supportservicedescription

(d) "**Platinum Support**" means Riverbed's then-current generally available end user Platinum maintenance and support services attached hereto and as described at www.riverbed.com/supportservicedescription.

(e) "**Products**" means Riverbed's generally available products, including hardware, software, cloud services, and any related Riverbed documentation provided therewith by Riverbed, that are listed on Riverbed's or one of its affiliate's then-current price list or that are otherwise made available by Riverbed.

(f) "**Program Documentation**" means a Riverbed-written document that describes the Enhanced Support Program and provides an overview of the key benefits, service tasks, and any Deliverables included in the Enhanced Support Program, including any brochures provided by Riverbed to Customer.

(g) "**Support**" means Riverbed's then-current generally available end user maintenance and support services attached hereto and as described at www.riverbed.com/supportservicedescription.

2. **Enhanced Support Program**.

(a) **Program Eligibility**. To be eligible, Customer's purchase (either directly from Riverbed or indirectly through one of Riverbed's authorized channel partners) of (i) Platinum Support contracts or (ii) Gold Plus Support contracts must meet a qualifying entry threshold (based on transaction value) as determined by Riverbed in its sole discretion. Access and participation in the Enhanced Support Program is limited to end user customers purchasing Platinum Support or Gold Plus Support for their internal use; Riverbed authorized channel partners may participate in the Enhanced Support Program only if the authorized channel partner is the end user customer and is using the applicable Products and Support for its own internal business use. Unless otherwise expressly agreed in writing with Riverbed, Riverbed authorized channel partners are not authorized to resell and/or deliver any elements of the Enhanced Support Program to their end user customers, including through a managed service or otherwise. Customer acknowledges and agrees that (i) Customer's purchase of Products (including any Support plans) is covered under one or more separate agreements, (ii) Customer is not granted any rights in or to any Product or any entitlement to receive any Support services under these ESP Terms, and (iii) no purchase of any Products, Support or other services is contingent upon access to and/or participation in the Enhanced Support Program. Riverbed may subcontract its obligations under these ESP Terms, provided that Riverbed shall remain responsible for its obligations under these ESP Terms.

(b) **Program Term**. Upon qualification, Riverbed will provide Customer with email notice regarding Customer's enrollment in Riverbed's Enhanced Support Program ("**Enrollment Notice**"); such Enrollment Notice will be delivered to Customer using the business contact information Riverbed has on file for such Customer. The term of the Enhanced Support Program will commence on the date of such Enrollment Notice and will continue until the earlier of (i) two (2) years thereafter or (ii) the date Customer's qualifying Platinum Support or Gold Plus Support contracts expire ("**Program Term**"). Once enrolled, Customer's purchase (either directly from Riverbed or indirectly through one of Riverbed's authorized channel partners) of additional Platinum Support or Gold Plus Support contracts during Customer's Program Term will not extend such Program Term.

(c) **Program Overview**. Customers enrolled in the Enhanced Support Program will receive certain complimentary customer success benefits depending on Customer's Enhanced Support Program level (Platinum versus Gold Plus) as outlined below and further described in the Program Documentation. Riverbed's then-current Program Documentation sets forth the quantity of GCS Credits that Customer will receive in connection with enrollment in the Enhanced Support Program. GCS Credits are subject to the applicable terms attached hereto and set forth at www.riverbed.com/servicesterms. Notwithstanding anything to the contrary in the Agreement, GCS Credits are valid for the duration of the Program Term and may be consumed at any point during the Program Term.

(i) **Platinum-Level Enhanced Support Program Benefits**. Customers that meet the qualifying Platinum Support contracts qualifying entry threshold will receive access to a designated Customer Success Manager ("**CSM**"), access to a designated Riverbed Advanced Support Engineer ("**ASE**"), and expedited Priority 1 and Priority 2 initial response targets. Customer will be assigned a named primary CSM and Riverbed Advanced Support Engineer ("**ASE**") to monitor Customer's account. Riverbed will use reasonable efforts to ensure that Customer's primary CSM and ASE will be available in connection with the Platinum Enhanced Support Program during business days. The ASE will ensure appropriate handling of Priority 1 Support and Priority 2 Support issues (as defined in the Support terms attached hereto and at www.riverbed.com/supportservicedescription) in accordance with this Section 2(c)(i). When the primary CSM or ASE is not available for any reason, Riverbed will make available an alternative CSM or ASE who is familiar

with Customer's account. Riverbed will use reasonable efforts to notify Customer in advance (including by email) if Customer's primary CSM or ASE will be unavailable. Riverbed may change Customer's primary CSM and/or ASE at any time upon email notice to Customer. Notwithstanding anything to the contrary in the Agreement, Riverbed will respond to Priority 1 and Priority 2 Support issues (as defined in the Support terms attached hereto and at www.riverbed.com/supportservicedescription) for any of Customer's Products covered by a then-current Support contract in accordance with the following initial response targets: (x) for Priority 1 Support issues within thirty (30) minutes, and (y) for Priority 2 Support issues within two (2) hours. For the avoidance of doubt, the foregoing expedited initial response targets are not available for any Products for which Customer did not purchase Support that is provided by Riverbed directly (e.g., Products where a Riverbed authorized reseller, distributor or service partner provides the initial levels of support (including telephone and email support) for such Products to Customer).

(ii) **Gold Plus-Level Enhanced Support Program Benefits**. Customers that meet the qualifying Gold Plus Support contracts qualifying entry threshold will receive access to a designated CSM. Customer will be assigned a named primary CSM to monitor Customer's account. Riverbed will use reasonable efforts to ensure that Customer's primary CSM will be available in connection with the Enhanced Support Program during business days. When the primary CSM not available for any reason, Riverbed will make available an alternative CSM who is familiar with Customer's account. Riverbed will use reasonable efforts to notify Customer in advance (including by email) if Customer's primary CSM will be unavailable. Riverbed may change Customer's primary CSM at any time upon email notice to Customer.

(iii) All benefits and quantities for the Enhanced Support Program described in the Program Documentation are offered over the Program Term and may not be used after such term has expired. As used with respect to the Enhanced Support Program (including any benefits and quantities) as described in the applicable Program Documentation and/or these ESP Terms, a "**business day**" is eight (8) hours during the regular business hours 7:00 AM to 7:00 PM local time, Monday through Friday (excluding local holidays). The Enhanced Support Program is delivered remotely unless otherwise approved by Riverbed in writing. If any Enhanced Support Program benefits will be performed onsite at a location designated by Customer, such onsite visits must include fixed or budgeted travel and expenses as part of a separate order, and Customer shall schedule each day of onsite Enhanced Support Program benefits in consecutive days, and in minimum increments of five (5) consecutive days if five (5) or more days are purchased, unless otherwise approved in advance by Riverbed. If the Enhanced Support Program benefits are provided at Customer's facilities, Riverbed shall comply with Customer's reasonable policies that apply to onsite service providers, provided that such policies are provided to and agreed to by Riverbed in writing in advance.

3. **Support**. Riverbed shall provide the Enhanced Support Program benefits in accordance with Section 2(c) above for all of Customer's Products that are covered by a then-current Support contract. If Customer has any Products that are not under a Support contract, or for which the Support contract expires, Riverbed is not obligated to provide Enhanced Support Program benefits for any such Products unless and until the applicable Support contract is renewed. Without limiting the foregoing, Riverbed is not obligated to provide the Enhanced Support Program in connection with any Product that is not eligible for Support and/or for which Riverbed is not obligated to provide Support, including any Product subject to a Support exclusion described at www.riverbed.com/supportservicedescription and/or any Product subject to Riverbed's end of support policy attached hereto and at www.riverbed.com/supportpolicy. Except as otherwise expressly set forth in these ESP Terms, the Enhanced Support Program does not include Support and do not modify or replace any Support contract for any Product (including any of Riverbed's RMA obligations).

4. **Customer Responsibilities**. Customer will designate the contact information of one named individual to act as the Enhanced Support Program liaison within ten (10) business days after Enrollment Notice receipt. Customer will perform all obligations and satisfy all requirements identified as a Customer obligation or requirement in the applicable Program Documentation. Customer acknowledges and agrees that Riverbed's ability to provide the Enhanced Support Program is dependent on Customer timely providing accurate contact information and Product installation location information, and any failure to do so may impact Riverbed's ability to provide the Enhanced Support Program. Remote access to the Products on Customer's network may be required in connection with the Enhanced Support Program, and Riverbed is not responsible for any failure or delay in providing the Enhanced Support Program to the extent caused by Customer's failure to provide such access. Riverbed is not responsible for any delays in providing the Enhanced Support Program caused by Riverbed's compliance with applicable export/import laws and regulations and/or Customer's obligations regarding classified contracts and security clearances as applicable. Without limiting the foregoing, Customer shall (a) make available in a timely manner all technical data, facilities, programs, files, documentation, test data, sample output, or other information and resources reasonably required by Riverbed and (b) provide services and access to equipment and all supporting infrastructure, including network connectivity and power supply requirements, if applicable, that Riverbed may reasonably require for the performance of the Enhanced Support Program. Customer will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Customer. If Customer fails to perform any Customer obligations or satisfy any Customer requirements, Riverbed is not obligated to perform any Enhanced Support Program features or benefits that are affected by such failure.

5. **Deliverables**. For any Deliverables provided to Customer in connection with the Enhanced Support Program, Riverbed hereby grants to Customer a nonexclusive, nontransferable, royalty-free, nonsublicensable license to (a) use and make reasonable numbers of copies of such Deliverables for Customer's internal business use, and (b) exercise any other rights (if any) expressly granted under any Program Documentation with respect to such Deliverables. Except as expressly permitted herein or other written agreement between Riverbed and Customer, Customer shall not, and shall not allow any third party to, (i) provide any Deliverable to any third party or use any Deliverable for the benefit of any third party, except for Customer's contractors and outsourcers who may use the Deliverables solely to perform services for the benefit of Customer, provided that Customer remains responsible for such contractors' and outsourcers' compliance with the terms and conditions of these ESP Terms, (ii) modify, create derivative works of, reverse engineer, or copy any portion of the Deliverables, (iii) incorporate or embody any Deliverables in any of Customer's products, technology, marketing materials, or intellectual property, or (iv) without Riverbed's prior written consent, publish or provide to any third party results of any benchmark or comparison tests of any Deliverable. Riverbed retains ownership of all right, title and interest in and to the Deliverables and any intellectual property resulting from the Enhanced Support Program. Riverbed does not grant Customer any rights not expressly set forth herein or other written agreement between Riverbed and Customer.

6. **General**. These ESP Terms 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. The Enhanced Support Program is not transferable to any third party, including in connection with Product title transfers between Customer and any third party. Customer shall not transfer any Enhanced Support Program features or benefits to any third party without Riverbed's prior written consent. Unless otherwise expressly indicated, "including" (and other variations thereof) means, as applicable, "including but not limited to".

Commented [A1]: Any terms intended to bind the Government must be provided for review and attached herein

Commented [A2]: Any terms intended to bind the Government must be provided for review and attached herein