Oracle Terms and Conditions

The following additional terms and conditions are required by Oracle Israel Ltd. and/or its affiliates ("**Oracle**") and apply only to software products licensed from Oracle ("**Oracle Software**") that are included in the Aternity Products. These terms supplement the terms and conditions of the Additional Use Rights document attached hereto and available at www.riverbed.com/license/additional_use_rights ("**Additional Use Rights**") and are incorporated into the Additional Use Rights by this reference. Any capitalized terms used in this document but not defined have the meanings attributed to such terms in the Additional Use Rights.

1. The following terms apply to all Aternity Products:

1.1 The parties acknowledge that the Aternity Products include Oracle Software. Customer shall only use Oracle Software as included in the Aternity Products. Oracle and its licensors retain all ownership and intellectual property rights in the Oracle Software; title to the Oracle Software will not pass to Customer or any other third party.

1.2 Customer acknowledges and agrees that, if requested by Oracle, Riverbed may provide Oracle with a copy of the Agreement, these Additional Use Rights, and any other applicable ordering, purchase, or similar documents between Riverbed and Customer related to the Aternity Products. Customer further acknowledges and agrees that, if requested by Oracle, Riverbed may be required to assign to Oracle or its designee the right to enforce the Agreement and these Additional Use Rights.

1.3 If (a) Customer is financing or leasing Aternity Products or support, whether direct or through a third party funder or Riverbed authorized channel partner, or (b) Customer's payment terms with Riverbed or the Riverbed authorized channel partner from which Customer purchased the Aternity Products is anything other than net 30 payment terms, then Customer and such Riverbed authorized channel partner or third party funder offering such terms agree to be subject to Oracle's "Third Party Financing Notice – Financing for End-user Customer's Payment obligation" available at http://partner.oracle.com. As used herein, "funder" means a financial entity that provides financing or leasing to the end user for the Aternity Products subject to a funding contract between the funder and the end user.

1.4 Upon termination of the Agreement, Customer shall, and shall ensure its Authorized Users shall, cease all use of and, as applicable, destroy or return the Aternity Products and all copies of the Aternity Products and associated documentation.

1.5 In addition to and without limiting any audit rights set forth in the Agreement, Customer shall allow Riverbed to audit Customer's use of the Oracle Software included in the Aternity Products upon reasonable notice by Riverbed once per annual period, subject to Government security requirements and shall allow Riverbed to report any audit results to Oracle and/or assign Riverbed's right to audit Customer's use of the foregoing to Oracle. Customer agrees to provide reasonable assistance and access to information and otherwise cooperate with Riverbed and/or Oracle in such audit. If Oracle is assigned the right to conduct the audit, Oracle is not responsible for any of Customer's costs incurred in cooperating with audit.

1.6 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ORACLE DISCLAIMS ALL LIABILITY FOR (A) ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL, AND (B) ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE ARISING FROM ANY USE OF ORACLE SOFTWARE. ORACLE IS NOT OBLIGATED TO PERFORM ANY OBLIGATIONS UNDER THE AGREEMENT AND CUSTOMER HEREBY DISCHARGES ORACLE OF ANY LIABILITY WITH RESPECT TO ANY ORACLE SOFTWARE ACQUIRED BY CUSTOMER AS PART OF THE ATERNITY PRODUCTS.

1.7 Reserved.

2. The following terms apply only to on premises Aternity Products and not to SaaS Aternity Products:

2.1 Without limiting the Agreement, Customer acknowledges that the Oracle Software is subject to a restricted license and Customer shall not (a) resell, assign, sublicense or provide access to any Oracle Software to any third party; (b) use any Oracle program for rental, timesharing, subscription service offerings, hosting, or outsourcing services; (c) remove or modify any Oracle Software program markings or notices of Oracle's or its licensors' proprietary rights; (d) make any Oracle Software available in any manner to any third party for use in the third party's business operations; (e) reverse engineer (unless required by law for interoperability), diassemble, or decompile any Oracle Software (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by the Oracle Software); (f) duplicate any Oracle Software except for a sufficient number of copies of each Oracle Software for Customer's licensed use; (g) publish any results of any benchmark tests run on the Oracle Software; or (h) modify any Oracle Software. If Customer grants any third party a security interest in the Aternity Products or any Oracle services, the secured party has no right to use or transfer the Oracle Software or such Oracle services.

2.2 Without granting any additional licenses under the Agreement, if Customer's affiliates, agents, contractors, and/or outsourcers (collectively "**Authorized Users**") are authorized to use Aternity Products under the Agreement, the following terms apply: Customer may authorize its Authorized Users to access, use or operate the Aternity Products solely on Customer's behalf, provided that (i) Customer obtains any such Authorized User's binding consent to abide by the terms of the Agreement and these Additional Use Rights, and (ii) Customer remains responsible for such Authorized User's use of the Aternity Products and compliance with the terms and conditions of the Agreement and these Additional Use Rights, and any breach of the Agreement or these Additional Use Rights by the Authorized User will be deemed a breach of the Agreement and these Additional Use Rights by Customer.

2.3 Customer acknowledges that the Oracle Software may include source code that Oracle may provide as part of its standard shipment of such Oracle Software, which source code is governed by the terms of the Agreement and these Additional Use Rights.

2.4 Customer acknowledges that third party technology that may be appropriate or necessary for use with some Oracle Software is specified in the applicable Aternity Product documentation or as otherwise notified by Riverbed and that such third party technology is licensed to Customer only for use with the Aternity Products under the terms of the third party license agreement specified in such documentation or as otherwise notified by Riverbed and is not licensed under the terms of the Agreement.

3. If Customer is a public sector end user (as defined below), in addition to the applicable terms and conditions above, the following terms and conditions also apply:

3.1 A "**public sector end user**" refers to an end user that is a government, legislature, or decision making body, judiciary, instrumentality, department or agency at any level (national, local, municipal or otherwise); entities managed, controlled or majority owned by government interests; public organizations or foundations of any kind (including political parties, political organizations, or political candidates); and any public international organization, including the International Red Cross, United Nations, or the World Bank.

3.2 Except as otherwise provided with respect to Authorized Public Customer Users, only the legal entity that executed the Agreement is authorized to use the Oracle Software. Customer shall comply with any applicable license definitions and rules set forth in any Oracle Software documentation provided with the Aternity Products; Oracle's license definitions and rules are subject to change and are available at http://partner.oracle.com. Without granting any additional licenses under the Agreement, if Customer's agents, contractors, and/or outsourcers (collectively "**Authorized Public Customer Users**") are authorized to use Aternity Products under the Agreement, the following terms apply: Customer may authorize its Authorized Public Customer Users to access, use or operate the Aternity Products solely on Customer's behalf, provided that (i) Customer obtains any such Authorized Public Customer User's binding consent to abide by the terms of the Agreement and these Additional Use Rights, and (ii) Customer remains responsible for such Authorized Public Customer User's use of the Aternity Products and compliance with the terms and conditions of the Agreement and these Additional Use Rights, and any breach of the Agreement or these Additional Use Rights by the Authorized Public Customer User will be deemed a breach of the Agreement and these Additional Use Rights by Customer.

3.3 "**Ancillary Programs**" means those third party materials specified in the Oracle Software documentation. If any Ancillary Programs are specified in the Oracle Software documentation, Customer may only use Ancillary Programs for the purposes of installing or operating the Oracle Software with which the Ancillary Programs are delivered.

3.4 Oracle and its licensors retain all ownership and intellectual property rights in the Oracle Software.

3.5 Customer acknowledges that third party technology that may be appropriate or necessary for use with some Oracle Software is specified in the applicable Aternity Product documentation, readme files, notice files, installation details and/or hardware documentation and that such third party technology is licensed to Customer only for use with the Aternity Products under the terms of the third party technology license agreement specified in such documentation, readme files, notice files, installation details and/or hardware documentation and is not licensed under the terms of the Agreement.

3.6 Without limiting the Agreement, Customer shall not (a) assign, give, or transfer any Oracle Software or services to any third party; (b) use any Oracle program for rental, leasing, timesharing, subscription service, hosting, or outsourcing; (c) remove or modify any Oracle Software program markings or notices of Oracle's or its licensors' proprietary rights; (d) make any Oracle Software available in any manner to any third party for use in the third party's business operations; (e) reverse engineer (unless required by law for interoperability), diassemble, or decompile any Oracle Software (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by the Oracle Software); (f) duplicate any Oracle Software except for a sufficient number of copies for Customer's licensed use; or (g) publish any results of any benchmark tests run on the Oracle Software and/or hardware. If Customer grants any third party a security interest in the Aternity Products or any Oracle services, the secured party has no right to use or transfer the Oracle Software or such Oracle services.

3.7 If Customer decides to finance its acquisition of the Aternity Products, Customer must follow Oracle's policies regarding financing, which are available at http://oracle.com/contracts.

3.8 If Oracle includes any additional programs with the Oracle Software that are not included in Customer's license to the Aternity Products, Customer may only use such additional programs for trial, nonproduction purposes. Customer shall not use such additional programs included with the Oracle Software to provide training or attend training provided by Riverbed or a third party on the content and/or functionality of the programs. Customer has 30 days from the delivery date to evaluate the additional programs, subject to the terms of the Agreement and these Additional Use Rights. If Customer decides to use any additional programs after the 30 day trial period, Customer must obtain a license for such programs from Riverbed. If Customer decides not to obtain a license for the additional programs after the 30 day trial period, Customer shall cease using and will delete any such programs from Customer's computer systems. Any additional programs included with Oracle Software are provided "AS IS" by Oracle and Oracle does not provide technical support or offer any warranties for these programs.

3.9 If Customer orders technical support from Oracle, it is provided under Oracle's technical support policies in effect at the time the services are provided. Oracle's technical support policies can be accessed at http://oracle.com/contracts. Customer acknowledges that Oracle's technical support policies are incorporated into the Agreement and Additional Use Rights by reference. If Customer decides not to purchase technical support at any time then Customer will be required to pay reinstatement fees to Oracle in accordance with Oracle's current technical support policies if Customer decides to purchase support from Oracle at a later date.

3.10 Customer acknowledges that any third party firms retained by Customer to provide computer consulting services are independent of Oracle and are not Oracle's agents and Oracle is not liable for nor bound by any acts of any third party firm.

3.11 Customer acknowledges that the Oracle Software may include source code that Oracle may provide as part of its standard shipment of such Oracle Software, which source code is governed by the terms of the Agreement and these Additional Use Rights.

3.12 Customer acknowledges that if Customer purchases any hardware supplied by Oracle, such hardware includes Oracle's hardware warranty in effect at the time the hardware is purchased and that Oracle's hardware warranty can be accessed at http://www.oracle.com/support/policies.html.

3.13 Customer acknowledges and agrees that Customer has not relied on the future availability of any hardware, Oracle Software, or updates in entering into the Agreement and/or any other agreement (if any) governing the acquisition of the Aternity Products between Customer and any Riverbed authorized channel partner or third party; provided, however, that (a) if Customer orders technical support from Oracle, the preceding sentence does not relieve Oracle of its obligation to provide updates under such order, if and when available, in accordance with Oracle's then-current technical support policies, and (b) the foregoing does not change the rights granted to Customer for any Oracle Software licensed under the Agreement and these Additional Use Rights, per the terms of such agreements.

3.14 Notwithstanding anything to the contrary in the Agreement, the Uniform Computer Information Transactions Act is hereby excluded.