riverbed

RIVERBED 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 Offerings and are incorporated as part of the General Terms (attached hereto and located at www.riverbed.com/license). More than one set of terms set forth in these Additional Use Rights may apply to a particular Offering as referenced below. If Customer has not purchased or licensed a particular Offering, then any terms below that are specific to that Offering do not apply to Customer until Customer purchases or licenses such Offering. Any breach of the terms of these Additional Use Rights, including any use of any Offering not in accordance with the applicable terms set forth below, will be deemed a breach by Customer of the Agreement. Capitalized terms used but not defined in these Additional Use Rights have the meaning assigned to them in the General Terms.

1. **Generally Applicable Terms**

1.1. **Licensing Models and Metrics**. Certain offerings are made available on a concurrent, Licensed Server or Licensed Device, 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 offering description on Riverbed's then-current GSA Schedule price list, or these Additional Use Rights with respect to a particular offering. The following terms apply to any such offerings unless otherwise specified in these Additional Use Rights for a particular offering.

(a) **Concurrent Basis**. Offerings 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.

(b) **Licensed Device and/or Licensed Server Basis**. "**Licensed Device**" means 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. "**Licensed Server**" means 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 instance of the applicable software licensed by Customer must be installed on a Licensed Device and/or 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 Device and/or 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 License Device and/or Licensed Server to another designated device and/or server that meets the requirements to be a Licensed Device and/or Licensed Server, provided that the new designated device and/or server is identified to Riverbed at the time of transfer and, upon transfer, the software on the original Licensed Device and/or 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 device and/or server in accordance with the foregoing requirements, the new designated device and/or server will be deemed a Licensed Device and/or Licensed Server.

(c) **Per Agent / Per Device / Per Seat / Per User / Per Unit Basis**. Offerings licensed on a per agent, per device, per seat, per user and/or similar per unit basis may be used only up to the number of agents, devices, seats, users and/or other applicable units purchased by Customer for that offering. If the offering is licensed on a named user basis, only the specified named users may access and the use of the software and named user accounts may not be shared between multiple users.

(d) **Capacity**. For offerings 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, packet storage, number of management licenses for Riverbed devices, or other specified capacity).

1.2. **Flexible Software Subscription Licenses**. The following additional terms apply to products designated by Riverbed as a flexible subscription license for appliances, virtual devices, or cloud software at the time of sale or on Riverbed's then-current price list (each, a "**Flex Software License**"):

(a) **Flexibility.** Flex Software Licenses are a subscription-based licensing model offered by Riverbed that allows Customers to adjust their deployment of the Flex Software License product between hardware, virtual devices (software only), or cloud variants within the same product family and metrics (*e.g.*, bandwidth, connectivity, or storage size). Only one variant may be used by a Customer at a time. Product families and metrics will be identified at the time of sale, on Riverbed's then-current price list, and/or in the Riverbed product documentation describing the Flex Software License. Changes between product families are not permitted and require the purchase of a separate Flex Software License for any additional product family.

(b) **Upgrades.** Customers wishing to upgrade a Flex Software License to a higher level of metrics from their current Flex Software License subscription within the same product family will be required to transition from their existing Flex Software License subscription ("**Original Flex Software License**") to a new Flex Software License subscription ("**Upgraded Flex Software License**") and pay additional fees. Upon purchasing an upgrade, the Original Flex Software License will be terminated, and Customers shall destroy and remove from all computers, hard drives, networks, and other storage media all copies of the software associated with the Original Flex Software License and shall certify in writing to Riverbed that such actions have occurred. Customers will be provided with a new license corresponding to the Upgraded Flex Software License. Upgraded Flex Software Licenses may be purchased to co-terminate with the Original Flex Software License. For more information or to initiate an upgrade, Customers should contact their designated Riverbed representative.

(c) **No Downgrades or Cancellation**. Flex Software Licenses are not cancelable during the corresponding subscription term. Downgrades of metrics associated with a Flex Software License are not allowed during the Flex Software License term.

(d) **Hardware and Hardware Support**. Purchase of a Flex Software License does not include any hardware; hardware and support for such hardware is sold separately. In order to use a Flex Software License on an appliance, Customer must have or acquire

the applicable hardware and corresponding support. Details regarding compatible hardware for each Flex Software License can be found in the applicable Riverbed product documentation.

1.3. **Spares**. The following additional terms apply to any product designated by Riverbed as a "spare" or "cold spare" at the time of sale or on Riverbed's then-current price list and provided solely as a replacement unit and not for independent production use (each a, "**Spare**"):

Customer may 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 to transfer any applicable Support Services 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 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 will promptly pay Riverbed the difference between the then-current applicable product price and the price paid for the applicable Spare.

1.4. **Lab Units**. The following additional terms apply to any offering designated by Riverbed as a "lab unit" or "lab product" or "development license" at the time of sale or on Riverbed's then-current price list ("**Lab Units**"):

Each 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 will promptly pay Riverbed the difference between the then-current applicable offering price and the price paid for the applicable Lab Unit.

1.5. **NFR Software**. The following additional terms apply to any 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 year after the date that Riverbed provides the applicable license key(s) to Customer. Each instance of the NFR Software may only be installed once at Customer's 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 uses the NFR Software in a manner contrary to the foregoing, then in addition to any other remedies that may be available to Riverbed, Customer will 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.

1.6. **No-Charge Offerings**. Riverbed may make certain offerings available to Customer available at no charge, including free accounts, evaluations, trial use, betas (collectively, "**No-Charge Offerings**"). Any use of No-Charge Offerings is subject to the applicable No-Charge Offering terms attached hereto and available at www.riverbed.com/nochargeofferingterms.

1.7. **Non-Riverbed Technology**. Customer acknowledge that certain offerings may have integrations or other features or functionality that permit interoperability or use with third party software, services, and/or other technology that are not provided by Riverbed (collectively, "**Non-Riverbed Technology**"), and that such Non-Riverbed Technology may be subject to separate terms and conditions. If Customer uses any Riverbed offering in connection with any Non-Riverbed Technology, Customer is solely responsible for complying with the Non-Riverbed Technology vendor's applicable terms and conditions and privacy policies, and Customer further acknowledges that all use of Non-Riverbed Technology is at Customer's sole risk. Riverbed is not obligated to provide any support for any Non-Riverbed Technology. Riverbed does not guarantee or warrant that any Riverbed offering will have any ongoing integration support and/or will remain interoperable with any Non-Riverbed Technology; Riverbed reserves the right to discontinue any integration that permits interoperability or use with any Non-Riverbed Technology at any time in Riverbed's sole discretion.

1.8. **Feedback**. If Customer provides any feedback about the Riverbed offerings, Riverbed may use that feedback without restriction.

2. **Network Performance Management ("NPM") Appliances**.

2.1. **NPM xx80 Appliances**. The following additional terms apply to xx80 hardware appliances ("**NPM xx80 Appliances**"):

Definitions

- "**Base Hardware**" means the base hardware platform for SteelCentral xx80 physical appliances.
- "**Embedded Software**" means the license to software provided on or with the Base Hardware and used only as embedded in or for execution on that specific Base Hardware unit.

NPM xx80 Appliances consist of Base Hardware together with Embedded Software. Unless otherwise agreed by Riverbed, Customer must purchase Base Hardware concurrently with an associated Embedded Software license for such NPM xx80 Appliance. Base Hardware requires the purchase of an associated Embedded Software license for such Base Hardware in order to function; Base Hardware may not be used and will not function without a valid corresponding license to Embedded Software deployed on such Base Hardware. Customer may purchase Embedded Software licensed on a perpetual or subscription basis.

The purchase of Base Hardware does not include any Support Services, and therefore Customer is not entitled to receive any Support Services unless the Base Hardware is covered by a separate support plan. The license fees for Embedded Software licensed on a perpetual basis do not include Support Services; Customer must separately purchase support in order to receive Support Services for both the perpetual Embedded Software and associated Base Hardware running such Embedded Software. The subscription fees for Embedded Software licensed on a subscription basis include bundled Support Services limited to the subscription Embedded Software for the license term duration; Customer must separately purchase a Base Hardware Support Services plan in order toreceive Support Services for the Base Hardware. The Support Services Period for Base Hardware begins upon shipment of the applicable Base Hardware unit and continues for the duration specified in the applicable Order.

2.2. **NPM xx70 Subscription Appliances**. The following additional terms apply to xx70 NPM appliance products made available by Riverbed on a subscription basis ("**NPM xx 70 Subscription Appliances**"):

Definitions

- "**Subscription xx70 Hardware**" means the base hardware platform for NPM xx70 physical appliances made available by Riverbed on a subscription basis.
- "**Subscription xx70 Software**" means the license to software provided on or with the Subscription xx70 Hardware and used only as embedded in or for execution on that specific Subscription xx70 Hardware unit.

NPM xx70 Subscription Appliances consist of Subscription xx70 Hardware together with Subscription xx70 Software. Subscription xx70 Hardware requires the purchase of an associated Subscription xx70 Software license for such Subscription xx70 Hardware in order to function. Subscription xx70 Hardware may not be used and will not function without a valid corresponding Subscription xx70 Software license deployed on such Subscription xx70 Hardware.

The purchase of the Subscription xx70 Hardware does not include any Support Services; Customer must have a valid Subscription xx70 Software license activated on the Subscription xx70 Hardware in order to receive Support Services for that Subscription xx70 Hardware. Riverbed is not obligated to provide any Support Services for any Subscription xx70 Hardware that does not have a valid Subscription xx70 Software license activated. The subscription fees for Subscription xx70 Software include bundled Support Services for both the Subscription xx70 Software and the associated Subscription xx70 Hardware running such Subscription xx70 Software. The Support Services Period for Subscription xx70 Hardware and Subscription xx70 Software begins upon issuance of the license key for the applicable Subscription xx70 Software and continues for the duration of the Subscription xx70 Software subscription specified in the applicable Order.

3. **NetProfiler**. The following additional terms apply to NetProfiler Virtual Edition, Flow Gateway Virtual Edition and NetExpress Virtual Edition (each and together "**NetProfiler Solution**"):

   If Customer uses a NetProfiler Solution to capture traffic from devices used to deliver a managed or outsourced service to its end customers, Customer will not resell, transfer, sublicense, or distribute any such NetProfiler Solution to any end customer, and Customer will use each instance of such NetProfiler Solution to manage Riverbed devices for only one end customer.

4. **APM (AppInternals)**. If Customer wishes to use APM (on-prem and SaaS deployments) to monitor Kubernetes (as defined below) environments, the following terms apply:

   Customer may monitor Kubernetes environments only if Customer has purchased both APM and K8s Operator. "**Kubernetes**" means an open-source system for automating deployment, scaling, and management of containerized applications.

5. **Aternity EUEM**

   5.1. Each edition of the Aternity EUEM cloud service (Essentials or Enterprise) includes entitlements to use different functionality and inclusions. For the edition of the Aternity EUEM cloud service that Customer has purchased access to, Customer may only use the functionality for that edition as specified in the Documentation.

   5.2. The following additional terms apply to the Aternity EUEM cloud service made available by Riverbed on a hosted solution basis:

   The Aternity hosted solution consists of the licensed Aternity software along with the hosting services made available by Riverbed ("**Hosting Services**") enabling deployment of the Aternity software in a Riverbed-hosted environment ("**Aternity Hosted Solution**"). The Aternity Hosted Solution is subject to the terms of the Cloud Services Exhibit. Customer may access the Aternity Hosted Solution only while Customer has (a) a valid license for the Aternity software; and (b) such software has an active Hosting Service subscription. For any Aternity Hosted Solution consisting of Aternity Software component licensed on a perpetual basis, Customer acknowledges that it must purchase and maintain both an active Support Services subscription for the perpetually licensed Aternity Software and a Hosting Services subscription to access the Aternity Hosted Solution. If Customer's Support Services for perpetually licensed Aternity Software expire prior to the expiration of a Hosting Services subscription, then Customer must renew the Support Services subscription for the remainder of the Hosting Services subscription for continued access to the Aternity Hosted Solution. If Customer elects not to renew or terminate a Hosting Services subscription, then Customer will lose access to the Aternity Hosted Solution; however, Customer may continue to use the Aternity software for the remainder of the software license term (if any) subject to the terms of the Software Exhibit. Customer acknowledges and agrees that: (i) the Aternity Hosted Solution is a distinct offering from the Aternity on-premises software; (ii) the Aternity Hosted Solution and the Aternity on-premises software lack like-for-like feature parity; and (iii) the Aternity Hosted Solution and the Aternity on-premises software are not fungible. Customer further acknowledges and agrees there is no generally available migration path from the Aternity Hosted Solution to the Aternity on-premises software and that any Customer Data (as defined in the Cloud Services Exhibit) exported from the Aternity Hosted Solution cannot be automatically transitioned to an Aternity on-premises software deployment.

   5.3. Please click here for additional attached terms and conditions applicable to Aternity offerings that are required by Oracle Israel Ltd. and/or its affiliates.

   5.4. The following additional terms apply to the Aternity EUEM cloud service. The following terms also apply to the Aternity Intelligent Service Desk if Customer has enabled it.

   The Aternity EUEM cloud service includes Aternity Intelligent Service Desk, a free of charge, limited scope offering available as part of Customer's Aternity EUEM cloud service subscription. If Customer has not enabled the Aternity Intelligent Service Desk, the terms below applicable to Runbooks do not apply to Customer, however, the terms applicable to Remediations do apply.

   - "**Node**" means a step or action that is taken within a Runbook.
   - "**Remediation**" means a workflow within the Aternity EUEM cloud service consisting of one or more steps or actions that are executed when the Remediation executes. Remediations do not include Runbooks executing within the Aternity Intelligent Service Desk.
   - "**Runbook**" means a workflow within the Aternity Intelligent Service Desk consisting of one or more Nodes that are executed when the Runbook executes. Runbooks do not include Remediations that run in the Aternity EUEM cloud service

outside of the Aternity Intelligent Service Desk.

Runbooks and Remediations may be system-built, may be built by Riverbed Professional Services to implement specific automation or integration tasks for the Customer, and/or may be built by the Customer to implement specific automation or integration tasks. Runbooks and Remediations may be used for analytics, correlation, automation, and/or integrations.

Usage of Remediations and Aternity Intelligent Service Desk are measured by the total number of Node executions on a monthly basis calculated as set forth herein. For purposes of calculating usage, each Remediation execution will count as one (1) Node execution regardless of the number of steps or actions. For Aternity Intelligent Service Desk, usage will be calculated based on the number of Nodes executed each time a Runbook is executed. For example, a Runbook with three (3) Nodes will count as three (3) Node executions. Remediations and Runbooks will be counted each time they are executed and each execution will contribute to the total number of Node executions for that month.

The total number of Node executions per month per Aternity tenant that are included free of charge as part of an underlying Aternity EUEM cloud service subscription will not exceed the amounts set forth in the applicable ordering documentation received by Riverbed. Unused Node executions expire at the end of every month and do not roll over. The total number of Node executions calculated for all Remediations and/or Runbooks in Aternity Intelligent Service Desk will be aggregated for purposes of calculating Customer's monthly usage. If Customer wants to use Premium Nodes (as defined in Section 7 below), a subscription to Riverbed IQ is required and the rules applicable to Premium Nodes in Riverbed IQ will apply to Aternity Intelligent Service Desk.

Customer's use of Remediations and Aternity Intelligent Service Desk is subject to the capacity limits outlined above unless Customer elects to purchase additional Node execution usage. Remediation executions and Node executions within Runbook executions are counted as they occur over the course of a calendar month to determine monthly usage. Riverbed reserves the right to invoice Customer if monthly usage exceeds Customer's included capacity, but only after Riverbed has provided Customer with at least two excess usage notices, and at least thirty days have passed since the transmission of the first notice. Riverbed reserves the right to charge the Customer for excess usage in accordance with Riverbed's then-current Node execution pricing.

6. **Aternity for Intel Thunderbolt and Wi-Fi**. The following additional terms apply to Aternity for Intel Thunderbolt and Wi-Fi:

6.1. **Mandatory Updates**. From time-to-time, Riverbed may designate an update or upgrade to this Software as a mandatory update ("**Mandatory Update**"). Mandatory Updates may contain security fixes or other critical updates. Notwithstanding anything to the contrary, Customer must install all Mandatory Updates as promptly as practicable, but in any event within sixty (60) days of receipt of a Mandatory Update. Riverbed may require Customer to install applicable Mandatory Updates in order to receive support services for this Software. Without limiting the foregoing, Riverbed will not be obligated to perform any support, warranty, or indemnity obligation relating to the Software to the extent such performance would not have been needed if Customer had installed the Mandatory Update within the 60-day period. Accordingly, any issues arising from the failure to install Mandatory Updates will not be covered under Riverbed's support, warranty, or indemnity obligations.

6.2. **Obsolete Versions.** Notwithstanding anything to the contrary, as new versions of the Software are released, the earlier versions of the Software will become unsupported from the earlier of (i) 12 months after release of the next new version of the Software or (ii) when the hardware the Software is installed on becomes obsolete. Customer must update to currently supported versions of the Software to obtain support services.

6.3. **Governing Law; Venue**. Solely with respect to this Software, the Agreement and any dispute arising out of or relating to it will be governed by the Federal laws of the U.S.A., without regard to conflict of laws principles. The parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (1980).

7. **Riverbed IQ**. The following additional terms apply to Riverbed IQ (f/k/a Alluvio IQ):

- "**Node**" means a step or action that is taken within a Runbook.
- "**Premium Node**" means any Node that Riverbed designates as a Premium Node, including without limitation any Node involving generative AI or Smart OTel.
- "**Runbook**" means a workflow consisting of one or more Nodes and/or Premium Nodes that are executed when the Runbook executes. Runbooks may be system-built, may be built by Riverbed Professional Services to implement specific automation or integration tasks for the Customer, and/or may be built by the Customer to implement specific automation or integration tasks. Runbooks may be used for analytics, correlation, automation, and/or integrations.

Usage of Riverbed IQ is measured by the total number of Node executions on a monthly basis calculated as set forth herein. For purposes of calculating usage, each Node and/or Premium Node will have an individual execution value as set forth in the product documentation or in the applicable ordering documentation received by Riverbed. For example, a Premium Node may count as ten Nodes or fifteen Nodes.

Nodes and/or Premium Nodes will be counted each time they are executed and each execution will contribute to the total number of Node executions for that month. Riverbed reserves the right to change the individual execution value of any Node and/or Premium Node not more often than once every twelve (12) months upon at least sixty (60) days' notice to Customer. Without limiting the foregoing, Riverbed may remove or suspend access to any Node or Premium Node in Riverbed's sole discretion upon thirty (30) days' notice to Customer.

Customer's subscription to Riverbed IQ is subject to a monthly usage limit for the total number of Nodes executed as specified in the applicable ordering documentation received by Riverbed. Customer may view its current Node execution usage in the Riverbed IQ platform. Unused Node executions expire at the end of every month and do not roll over. The total number of Node executions calculated for all Nodes and/or Premium Nodes will be aggregated for purposes of calculating Customer's monthly usage.

Node executions are counted as they occur over the course of a calendar month to determine monthly usage. Riverbed reserves the right to invoice Customer if monthly usage exceeds Customer's Riverbed IQ subscription monthly usage limit, but only after Riverbed has provided Customer with at least two excess usage notices, and at least thirty days have passed since the transmission of the first notice. Riverbed reserves the right to charge the Customer for excess usage in accordance with Riverbed's then-current Node execution pricing, or Customer may elect to upgrade their Riverbed IQ subscription to a higher usage tier. If overage or upgrade invoices are not paid in a

timely manner, Riverbed reserves the right to suspend Customer's access to the Riverbed IQ platform until payment is made.

8. **Packet Analyzer**.

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

Packet Analyzer Plus generates and stores usage logs that record the installation and usage of instances of the Packet Analyzer Plus, including when such instances are started and stopped. Customer will not delete and/or modify any such logs and will not disable and/or interfere with the production and/or retention of any such logs. From time to time at Riverbed's request, Customer will 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 will pay such invoice within ten days after receipt of the invoice.

8.2. The following additional terms apply to Packet Analyzer Plus Companion Licenses (as defined below):

"**Companion License**" means a companion license for Packet Analyzer Plus that corresponds to Customer's existing license for Packet Analyzer. If Customer previously purchased Packet Analyzer, Riverbed may, in its sole discretion, provide Customer with a Companion License at no additional cost. Each Companion License may only be used jointly with a corresponding Packet Analyzer instance and must be installed on the same underlying device as the corresponding Packet Analyzer instance. Customer will not install or run any Companion License on any device that does not have a then-current Packet Analyzer license installed. In accordance with the foregoing requirements, Customer may use Companion Licenses for up to the number of Licensed Devices or concurrent users for which Customer has paid the applicable Packet Analyzer license fees. For Companion Licenses provided with Packet Analyzer licensed on a concurrent user basis, then a user that is using an instance of Packet Analyzer together with a Companion License 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 Licenses issued by Riverbed will be deemed included as part of, not in addition to, the total number of concurrent user Packet Analyzer licenses actually purchased by Customer.

9. **Transaction Analyzer**.

9.1. The following additional terms apply to Transaction Analyzer Plus:

A single Transaction Analyzer Plus instance consists of a Transaction Analyzer Enterprise instance bundled with a companion Packet Analyzer Plus instance; both the Transaction Analyzer Enterprise and the companion Packet Analyzer Plus licenses must be installed together on the same underlying device. The bundled Transaction Analyzer Plus components may not be decoupled; Customer will not install or run any Transaction Analyzer Enterprise instance that is included as part of a Transaction Analyzer Plus license separately from its Packet Analyzer Plus companion license or vice versa. Customer may use Transaction Analyzer Plus for up to the number of Licensed Devices (as defined in Section 1.1) or concurrent users for which Customer has paid the applicable license fees.

9.2. The following additional terms apply to Packet Analyzer Plus Companion Licenses (as defined below):

"**Companion License**" means a companion license for Packet Analyzer Plus that corresponds to Customer's existing license for Transaction Analyzer Enterprise or Standard editions (hereinafter referred to as "**Transaction Analyzer**"). If Customer has previously purchased Transaction Analyzer, Riverbed may, in its sole discretion, provide Customer with a Companion License at no additional cost. Each Companion License may only be used jointly with a corresponding Transaction Analyzer instance and must be installed on the same underlying device as the corresponding Transaction Analyzer license. Customer not install or run any Companion License on any device that does not have a then-current Transaction Analyzer license installed. In accordance with the foregoing requirements, Customer may use Companion Licenses for up to the number of Licensed Devices (as defined in Section 1.1) or concurrent users for which Customer has paid the applicable Transaction Analyzer license fees. For Companion Licenses provided with Transaction Analyzer licensed on a concurrent user basis, then a user that is using an instance of Transaction Analyzer software together with a Companion License 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 Licenses issued by Riverbed will be deemed included as part of, not in addition to, the total number of concurrent user Transaction Analyzer licenses actually purchased by Customer.

9.3. The following additional terms apply to Distributed Agent Controller Module for Transaction Analyzer:

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

10. **Riverbed Modeler**.

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

<u>Definitions</u>

- "**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 will 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 Offerings. The foregoing restriction does not apply to any data or extracts thereof that Customer supplies. 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 proprietary 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.

Customer may use Riverbed Modeler to perform modeling and network consulting services for the benefit of Customer's 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.

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

Notwithstanding anything to the contrary in the 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 the Agreement and these Additional Use Rights to the extent that such terms relate to software of MÄK licensed to Customer under such agreement.

11. **SteelHead Hardware Appliances**. The following additional terms apply to xx80 SteelHead and SteelHead-SD hardware appliances ("**SteelHead xx80 Appliances**"):

Definitions

- "**Base Hardware**" means the base hardware platform for SteelHead and SteelHead-SD xx80 physical appliances.
- "**Embedded Software**" means the license to software provided on or with the Base Hardware and used only as embedded in or for execution on that specific Base Hardware unit.

SteelHead xx80 Appliances consist of Base Hardware together with Embedded Software. Unless otherwise agreed by Riverbed, Customer must purchase Base Hardware concurrently with an associated Embedded Software license for such SteelHead xx80 Appliance. Base Hardware requires the purchase of an associated Embedded Software license for such Base Hardware in order to function; Base Hardware may not be used and will not function without a valid corresponding license to Embedded Software deployed on such Base Hardware. Customer may purchase Embedded Software licensed on a perpetual or subscription basis.

The purchase of Base Hardware does not include any Support Services, and therefore Customer is not entitled to receive any support services unless the Base Hardware is covered by a separate Support Services plan. The license fees for Embedded Software licensed on a perpetual basis do not include Support Services; Customer must separately purchase Support Services in order to receive Support Services for both the perpetual Embedded Software and associated Base Hardware running such Embedded Software. The subscription fees for Embedded Software licensed on a subscription basis include bundled Support Services limited to the subscription Embedded Software for the subscription duration; Customer must separately purchase a Base Hardware Support Services plan in order to receive Support Services for the Base Hardware. The Support Services Period for Base Hardware begins upon shipment of the applicable Base Hardware and continues the duration specified in the applicable Order.

12. **Virtual SteelHead**. The following additional terms apply to Virtual SteelHead software versions 9.6 and higher licensed on a subscription basis (each, a "**Virtual SteelHead**"):

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

13. **SteelCentral Controller Virtual Edition**. The following additional terms apply to SteelCentral Controller Virtual Edition ("**SCC-VE**") software:

SCC-VE management licenses may only be used with a single SCC-VE instance at a time. If Customer is using SCC-VE software to manage Riverbed devices used to deliver a managed or outsourced service to end customers, Customer will not resell, transfer, sublicense, or distribute any such SCC-VE software to any end customer, and Customer will use each instance of such SCC-VE software to manage Riverbed devices for only one end customer.

14. **SteelHead Cloud**. The following additional terms apply to SteelHead Cloud (f/k/a Cloud Accelerator and SteelHead CCX):

Definitions

- "**Cloud Portal**" means Riverbed's license management portal used to manage SteelHead Cloud virtual appliances; access to Cloud Portal is included as part of a SteelHead Cloud license.
- "**Discovery Agent**" means the downloadable software package provided by Riverbed as part of a SteelHead Cloud license.
- "**Public Cloud Services Provider**" means a third party service provider or public cloud computing provider that provides computing infrastructure and platform services to end customers via the public internet.

Each instance of SteelHead Cloud software licensed by Customer: (a) may be installed in either a designated Public Cloud Services

Provider environment or at Customer's site, and may be used for the license term duration 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 for the underlying Cloud Accelerator license term duration. With respect to any instances of SteelHead Cloud installed at Customer's site, such SteelHead Cloud instance may only be used to optimize traffic between Customer and Customer's designated Public Cloud Services Provider environment and must not be used to optimize traffic solely on Customer's network.

15. **SteelConnect-EX**. The following additional terms apply to SteelConnect-EX hardware appliances ("**SteelConnect-EX Appliances**"):

Definitions

- "**Base Hardware**" means the base hardware platform for SteelConnect-EX physical appliances.
- "**Embedded Software**" means the license to software provided on or with the Base Hardware and used only as embedded in or for execution on that specific Base Hardware unit.

SteelConnect-EX Appliances consist of Base Hardware together with Embedded Software. Unless otherwise agreed by Riverbed, Customer must purchase Base Hardware concurrently with an associated Embedded Software license for such SteelConnect-EX Appliance. Base Hardware requires the purchase of an associated Embedded Software license for such Base Hardware in order to function; Base Hardware may not be used and will not function without a valid corresponding license to Embedded Software deployed on such Base Hardware.

The purchase of Base Hardware does not include any Support Services, and therefore Customer is not entitled to receive any Support Services unless the Base Hardware is covered by a separate Support Services plan. The subscription fees for Embedded Software licensed on a subscription basis include bundled Support Services limited to the subscription Embedded Software for the license term duration; Customer must separately purchase a Base Hardware Support Services plan in order to receive support for the Base Hardware. The Support Services Period for Base Hardware begins upon shipment of the applicable Base Hardware and continues for the duration specified in the applicable Order.

16. **SteelHead SaaS**. The following additional terms apply to SteelHead SaaS (f/k/a SaaS Accelerator):

16.1. SteelHead SaaS is made available on a per application unit ("**AppUnit**") basis and Customer may use SaaS Accelerator for up to the number of AppUnits for which Customer has paid the applicable subscription fees. Customer may allocate AppUnits to accelerate the performance of specified third-party SaaS applications (each, a "**SaaS App**"); the then-current SaaS Apps available are listed in the Documentation (as may be updated by Riverbed from time to time). Any acquisition by Customer of SaaS Apps, support for SaaS Apps, and any exchange of data between Customer and the SaaS App provider, product, and/or service is solely between Customer and the applicable SaaS App provider. The SteelHead SaaS subscription fees include bundled egress data; Customer may also separately purchase additional egress data capacity. Customer is responsible for ordering the correct amount of AppUnits on a per user basis and/or egress data. Riverbed reserves the right to invoice Customer for excess usage, but only after Riverbed has provided Customer with at least two excess usage notices, and at least thirty days have passed since the transmission of the first notice.

16.2. Riverbed may add, change, remove, or suspend any SaaS App from the SteelHead SaaS platform at any time in Riverbed's discretion. Riverbed will use reasonable efforts to provide Customer with thirty days' prior notice (posted on the SteelHead SaaS platform and/or sent to Customer's email contacts on file with Riverbed) prior to any removal or suspension of any SaaS App; provided, however, that Riverbed may temporarily suspend any SaaS App immediately without prior notice if the SaaS App poses a significant risk to the security, performance, or stability of Riverbed's networks (as determined by Riverbed in its sole discretion). Riverbed will notify Customer as described above if a suspended SaaS App is permanently removed. Customer will not use any SaaS App that has been suspended or removed from the SteelHead SaaS platform and, if Customer was using such SaaS App at the time of the suspension or removal, Customer will delete such SaaS App from Customer's SteelHead SaaS platform within thirty days of the suspension or removal.

16.3. SteelHead SaaS subscriptions are generally noncancellable and nonrefundable except as expressly provided herein. If a SaaS App is removed from SteelHead SaaS and Customer had such SaaS App enabled in SteelHead SaaS at the time Riverbed initially provided notice of such removal, or if no prior notice, at the time such SaaS App is removed, then, at Riverbed's discretion: (a) if available, Riverbed will offer Customer a substitute product of equal or greater functionality at no additional charge with a subscription that will co-terminate with the end of Customer's then-current SteelHead SaaS subscription; or (b) if Riverbed determines that no substitute product of equal or greater functionality is available, Customer may terminate the applicable SaaS Acceleration subscription(s) from which the SaaS App has been removed by providing written notice to Riverbed within thirty days after the date of removal of the SaaS App. For the avoidance of doubt, cancellation of Customer's subscription is not an option if a substitute product of equal or greater functionality is made available by Riverbed. If a SaaS App is continuously suspended from SteelHead SaaS for more than thirty days and Customer had such SaaS App enabled in SteelHead SaaS at the time Riverbed initially provided notice of such suspension, or if no prior notice, at the time such SaaS App is suspended, Customer may terminate the applicable SaaS Acceleration subscription(s) from which the SaaS App has been continuously suspended by providing written notice to Riverbed within sixty days after the initial date of suspension of the SaaS App. After receipt of a valid written cancellation request in accordance with this section, Riverbed will cancel the subscription for the applicable product and issue a credit equal to the amount of any prepaid, unused fees received by Riverbed for the cancelled subscription. Riverbed will only issue credits for full monthly fees; no partial months will be credited.

17. **SteelHead Mobile**. The following additional terms apply to SteelHead Mobile:

Customers may install and deploy SteelHead Mobile as set forth in the applicable SteelHead Mobile product documentation. Without limiting the foregoing, SteelHead Mobile customers who also have a valid subscription for the Aternity EUEM cloud service and/or the NPM+ cloud service may deploy and install the SteelHead Mobile solution via the Unified Agent.

18. **Open-Source Code Made Available By Riverbed**

"**Open-Source Code**" means source code and sample source code that from time to time is made publicly available by Riverbed, including through Riverbed's website and/or through public open source repositories such as GitHub.

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19. **Riverbed Services**

19.1. Additional terms and conditions applicable to Riverbed service offerings are located here.

19.2. The following additional terms apply to any products which are provided by Riverbed 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 ("**PS Usage Products**"):

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 will not, and will 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 will pay any import related charges incurred in connection with any shipment of any hardware PS Usage Product to Customer, (ii) within fifteen days after receipt of Riverbed's request, Customer will 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 will pay all shipping charges associated with the return to Riverbed of any Hardware PS Usage Product, including any applicable export related charges. Customer will return all components of a Hardware PS Usage Product, including any cables, cards, or other accessories. Customer will 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 will 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 will 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 Services for any PS Usage Product.