riverbed

RIVERBED CLOUD SERVICES EXHIBIT

This Exhibit sets forth terms related to Cloud Services and is incorporated as part of the General Terms (attached hereto and located at www.riverbed.com/license). Other Exhibits do not apply to the offerings ordered under this Exhibit unless expressly referenced as being applicable. Capitalized terms used but not defined in this Exhibit have the meaning assigned to them in the General Terms.

1. **ADDITIONAL DEFINITIONS**.

   1.1. "**Authorized User**" means employees or agents of Customer authorized by Customer to access and use the Cloud Services.

   1.2. "**Customer Data**" means Customer-specific data captured by Customer's use of any Cloud Service, data submitted by Customer or by a third party (including from or through Non-Riverbed Technology) on Customer's behalf into a Cloud Service, and the analysis, reports, and alerts generated by the Cloud Service containing such data.

   1.3. "**Security Measures**" means the then-current applicable technical and organizational security measures for a Cloud Service, available at www.riverbed.com/trust-center (or a successor website designated by Riverbed).

   1.4. "**Service Level Agreement**" means the then-current version of the applicable service level for a Cloud Service, attached hereto and available at www.riverbed.com/sla, as may be updated by Riverbed from time to time.

   1.5. "**Subscription Term**" means the period (initial or renewal) Customer is permitted to use a Cloud Service as stated in the applicable Order.

2. **CLOUD SERVICES**.

   2.1. **Cloud Service Provision and Access**. Subject to the terms and conditions of the Agreement and provided that Customer has paid the applicable fees, Riverbed grants to Customer a limited, non-sublicensable, non-transferable, nonexclusive right to access and use the Cloud Service: (a) solely for Customer's internal business use in accordance with the Documentation and in compliance with all other restrictions and limitations applicable to any Cloud Service, including all terms and conditions set forth in the Additional Use Rights; (b) for the number and type of Cloud Services specified in the applicable Order; and (c) for the Subscription Term duration stated in the applicable Order. Riverbed will make the Cloud Service available to Customer in accordance with the Service Level Agreement.

   2.2. **Component Software**. Use of certain Cloud Services requires Customer to install a proprietary agent or similar software client component (each an "**Agent**"). Riverbed hereby grants Customer a limited, non-exclusive, non-sublicensable and non-transferable license to install and use the Agent solely as required to use the Cloud Service for the duration of the Subscription Term.

   2.3. **Modifications**. Riverbed reserves the right to make modifications to a Cloud Service provided that such modifications to the Cloud Service will not materially decrease the overall functionality of such Cloud Service during the applicable Subscription Term. The availability of any Cloud Service is subject to Riverbed's EOL Policies.

3. **ACCEPTABLE USE**.

   3.1. Customer will not (and will not permit any third party to): (a) sell, sublicense, distribute or rent the Cloud Service (in whole or part), grant non-Authorized Users access to the Cloud Service or use the Cloud Service to provide a hosted or managed service to others; (b) reverse engineer, decompile or seek to access the source code of the Cloud Service, except to the extent these restrictions are prohibited by applicable law and then only upon advance notice to Riverbed; (c) copy, modify (except as expressly permitted under the applicable Documentation), create derivative works of or remove proprietary notices from the Cloud Service; (d) conduct security or vulnerability tests of the Cloud Service, interfere with its operation or circumvent its access restrictions; or (e) use the Cloud Service to develop a product that competes with the Cloud Service. If Customer becomes aware or receives notice that its Authorized Users have violated the restrictions set forth in this Section, Customer will take immediate action to suspend such Authorized Users access to the Cloud Service.

   3.2. Unless otherwise mutually agreed in writing, Customer acknowledges and agrees that Customer Data will not include and Customer will not process or submit to Riverbed any sensitive or regulated data, including: (a) special categories of personal data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation; (b) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (HIPAA); (c) credit, debit, or other payment card data subject to PCI DSS; (d) other personal information subject to regulation or protection under specific laws such as the Gramm-Leach-Bliley Act (or related rules or regulations); (e) social security numbers, driver's license numbers, or other government ID numbers; or (f) any data similar to the foregoing that is protected under foreign or domestic laws or regulations.

4. **CUSTOMER DATA**.

   4.1. **Ownership and Usage**.

   (a) As between Customer and Riverbed, Customer retains all ownership or license rights in Customer Data. Customer hereby grants to Riverbed, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, transmit and display Customer Data as reasonably necessary for Riverbed to provide the Cloud Service in accordance with the Agreement. Subject to the limited licenses granted herein, Riverbed acquires no right, title or interest in any Customer Data.

   (b) Riverbed will keep Customer Data confidential and will not share Customer Data without Customer consent, except when the release of such data is compelled by law or permitted under the Agreement. Customer may export Customer Data at any time during the Subscription Term through the export features in the Cloud Service dashboard or via the applicable Riverbed API.

   4.2. **Customer Data Warranty**. Customer represents and warrants that: (a) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for

Riverbed to collect, use, and share Customer Data in accordance with the Agreement; and (b) no Customer Data infringes upon or violates any individual or entity's intellectual property rights, privacy, publicity or other proprietary rights.

5. **SECURITY MEASURES**.

5.1. **Riverbed Responsibilities**. Riverbed will implement and maintain Security Measures. If no Security Measures are identified, Riverbed will use appropriate technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of Customer Data. Riverbed may update the Security Measures from time to time provided that any such updates and modifications do not reduce the overall level of protection afforded to Customer Data by Riverbed under the Agreement.

5.2. **Customer Responsibilities**. Customer is responsible for: (a) following any access instructions, specifications, and application Documentation provided by Riverbed; (b) establishing strong authentication and authorization policies, such as password requirements, and maintaining the confidentiality of all Authorized User credentials; and (c) any and all access and use of the Cloud Services via Authorized Users' accounts and all related activity, including compliance with the Agreement. Customer is responsible and liable for any breach by an Authorized User of his or her obligations hereunder.

6. **DATA DELETION**. Upon request by Customer made within sixty (60) days after the effective date of expiration or termination of the Agreement, Riverbed will make Customer Data available to Customer for export or download as provided in the Documentation ("**Retrieval Right**"). If Customer exercises its Retrieval Right, the Agreement will continue in effect for the duration of the Retrieval Right period. After the expiration or termination of the Agreement (or Retrieval Right period, as applicable), Customer will have no further access to Customer Data and Riverbed will have no obligation to maintain any Customer Data.