riverbed

STEELSUPPORT FOR LARGE ENTERPRISE TERMS & CONDITIONS

These SteelSupport for Large Enterprise Terms & Conditions ("**SLE Terms**") set forth the terms and conditions that govern the SteelSupport for Large Enterprise Services (as defined below) that are made available by Riverbed Technology, Inc. and/or any of its affiliates, as applicable ("**Riverbed**"). These SLE Terms supplement the applicable purchase, services, or other agreement or document that references these SLE Terms ("**Agreement**"). Any references to "**Customer**" below mean the applicable customer that is placing an Order for SteelSupport for Large Enterprise Services either directly from Riverbed or indirectly through one of Riverbed's authorized channel partners.

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 Service Documentation and/or that are provided to Customer by Riverbed in the course of providing the SteelSupport for Large Enterprise Services to Customer. All Deliverables will be provided in the English language unless otherwise agreed in writing by Riverbed.

(b) "**EULA**" means the applicable Riverbed license agreement that accompanies a Product and is also attached and located at www.riverbed.com/license, and which governs use of the Product.

(c) "**Order"** means a written purchase order for SteelSupport for Large Enterprise Services that is submitted by Customer directly to Riverbed and is accepted by Riverbed, or a written order for SteelSupport for Large Enterprise Services that is placed indirectly by Customer through a Riverbed authorized channel partner and is accepted by Riverbed.

(d) "**Products**" means Riverbed's generally available products, including hardware, software, cloud products, 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.

(e) "**Service Documentation**" means a Riverbed-written document that describes a SteelSupport for Large Enterprise Service offering and provides an overview of the key benefits, service tasks, and any Deliverables included in such SteelSupport for Large Enterprise Service offering, including any brochures, service description documents and proposals provided by Riverbed to Customer.

(f) "**SteelSupport for Large Enterprise Services**" means Riverbed's supplemental support services that are listed on Riverbed's or one of its affiliate's then-current price list, as further described in the Service Documentation. SteelSupport for Large Enterprise Services are not included with a purchase of Support.

(g) "**SteelSupport for Large Enterprise Services Addendum**" means a mutually agreed upon written services addendum between Riverbed and Customer that describes SteelSupport for Large Enterprise Services to be rendered by Riverbed to Customer.

(h) "**Support**" means end user maintenance and support services attached hereto and as described at www.riverbed.com/supportservicedescription.

2. **SteelSupport for Large Enterprise Services**.

(a) Subject to Customer's compliance with all the terms of these SLE Terms and payment of the applicable fees, Riverbed shall use reasonable efforts to provide the SteelSupport for Large Enterprise Services as set forth in the applicable Order, Service Documentation or SteelSupport for Large Enterprise Services Addendum. For clarity, Riverbed is not obligated to deliver any SteelSupport for Large Enterprise Services under any Service Documentation or SteelSupport for Large Enterprise Services Addendum unless Riverbed has received and accepted an Order for such SteelSupport for Large Enterprise Services. Without limiting the foregoing, 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 SLE Terms or any SteelSupport for Large Enterprise Services Addendum, and (iii) no purchase of any Products, Support or other services is contingent upon the provision of any SteelSupport for Large Enterprise Services hereunder. Riverbed may subcontract its obligations under these SLE Terms, provided that Riverbed shall remain responsible for its obligations under these SLE Terms.

(b) SteelSupport for Large Enterprise Services includes access to a designated Riverbed Advanced Support Engineer ("**ASE**"). Customer will be assigned a named primary ASE to monitor Customer's account and manage the SteelSupport for Large Enterprise Services. Riverbed will use reasonable efforts to ensure that Customer's primary ASE will be available to provide SteelSupport for Large Enterprise Services 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 Section 2(c) below. When the primary ASE is not available for any reason, Riverbed will make available an alternative 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 ASE will be unavailable. Riverbed may change Customer's primary ASE at any time upon email notice to Customer. All features and quantities for SteelSupport for Large Enterprise Services listed in the Service Documentation are offered over the applicable contract term only and may not be used after such contract term has expired.

(c) 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: (i) for Priority 1 Support issues within thirty (30) minutes, and (ii) 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).

(d) SteelSupport for Large Enterprise Services are offered on a minimum contract term of at least 12 months. As used with respect to the SteelSupport for Large Enterprise Services (including any features and quantities) as described in the applicable Service Documentation and/or these SLE 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).

(e) Riverbed will use reasonable efforts to schedule SteelSupport for Large Enterprise Services as promptly as practicable; however, Riverbed requires a minimum of ten (10) business days after Riverbed's acceptance of an Order to prepare and plan for SteelSupport for Large Enterprise

Services to begin. All SteelSupport for Large Enterprise Services are delivered remotely unless otherwise approved by Riverbed in writing. If SteelSupport for Large Enterprise Services will be performed onsite at a location designated by Customer, such onsite visits must include fixed or budgeted travel and expenses as part of the Order, and Customer shall schedule each day of onsite SteelSupport for Large Enterprise Services 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 SteelSupport for Large Enterprise Services 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 SteelSupport for Large Enterprise Services 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 SteelSupport for Large Enterprise Services for any such Products unless and until the applicable Support contract is renewed. Without limiting the foregoing, Riverbed is not obligated to provide any SteelSupport for Large Enterprise Services on 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. The SteelSupport for Large Enterprise Services do not include Support and do not modify or replace any Support contract for any Product. Notwithstanding anything to the contrary, the SteelSupport for Large Enterprise Services are not available for any Products for which Customer did not purchase Support that is provided by Riverbed (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).

4. **Customer Responsibilities**. Customer will perform all obligations and satisfy all requirements identified as a Customer obligation or requirement in any Order, Service Documentation, or SteelSupport for Large Enterprise Services Addendum. Customer acknowledges and agrees that Riverbed's ability to provide SteelSupport for Large Enterprise Services is dependent on Customer and/or the reseller, distributor or service partner from whom Customer purchased the SteelSupport for Large Enterprise Services timely providing accurate Product installation location information, and any failure to do so may impact Riverbed's ability to provide the SteelSupport for Large Enterprise Services. Remote access to the Products on Customer's network may be required to provide SteelSupport for Large Enterprise Services, and Riverbed is not responsible for any failure or delay in providing the SteelSupport for Large Enterprise Services to the extent caused by Customer's failure to provide such access. If Customer is a US Government Customer (as defined at www.riverbed.com/supportservicedescription), the Support terms for U.S. Government Customers shall apply to Customer and the SteelSupport for Large Enterprise Services, including all of Customer's obligations regarding classified contracts and security clearances as applicable. Riverbed is not responsible for any delays in providing SteelSupport for Large Enterprise Services caused by Riverbed's compliance with applicable export/import laws and regulations. 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 SteelSupport for Large Enterprise Services. 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 SteelSupport for Large Enterprise Services that are affected by such failure.

5. **Deliverables**. For any Deliverables provided to Customer in connection with the SteelSupport for Large Enterprise Services, 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 Service Documentation or SteelSupport for Large Enterprise Services Addendum with respect to such Deliverables. Except as expressly permitted herein or in an applicable SteelSupport for Large Enterprise Services Addendum 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 SLE 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 SteelSupport for Large Enterprise Services. Riverbed does not grant Customer any rights not expressly set forth herein or in an applicable SteelSupport for Large Enterprise Services Addendum or other written agreement between Riverbed and Customer.

6. **General**. These SLE 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. Notwithstanding anything to the contrary, if there is a mutually signed agreement (not including any purchase order or similar document) expressly covering the sale of SteelSupport for Large Enterprise Services by Riverbed to Customer at the time the Order is accepted by Riverbed, then the express terms of that agreement will govern, provided that in the event of a conflict between these SLE Terms and any such existing agreements, these SLE Terms will control with respect to the SteelSupport for Large Enterprise Services. A SteelSupport for Large Enterprise Services plan 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 SteelSupport for Large Enterprise Service plan 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".