riverbed

SERVICE LEVEL AGREEMENT

NPM+ Cloud Service

This Service Level Agreement ("**SLA**") is subject to the terms of the applicable written or electronic agreement for the provision of the NPM+ Cloud Service between Riverbed Technology LLC (or if Customer is purchasing directly from an affiliate of Riverbed Technology LLC, the affiliate identified on the applicable order) ("**Riverbed**") and the entity or company that is the authorized purchaser or user of the NPM+ Cloud Service ("**Customer**").

1. SERVICE AVAILABILITY. Riverbed will make the NPM+ Cloud Service ("**Cloud Service**") Available to Customer 99.50% of the time in any calendar month ("**Service Availability Commitment**"). If the Monthly Uptime Percentage does not meet the Service Availability Commitment in any calendar month, Customer will be eligible to receive the Service Credits described below.

2. DEFINITIONS. The following definitions shall apply to this SLA:

(a) "**Available**" or "**Availability**" means the ability to access the Cloud Service through the public internet.

(b) "**Downtime**" means the time during which the Cloud Service is not Available, excluding Excused Downtime.

(c) "**Excused Downtime**" means where the Cloud Service is not Available due to or resulting from (i) Maintenance; (ii) a force majeure event or other event or factors beyond Riverbed's control, including acts of God, riots, war, terrorism, governmental action, strikes (other than one involving Riverbed's employees), fires, floods, earthquakes and natural disasters; (iii) Internet access or related problems beyond the demarcation point of the facility Riverbed uses to host the Cloud Service; (iv) any actions or inactions of Customer or its subcontractors; (v) Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment, software or other technology within Riverbed's reasonable control); (vi) during the period of the initial setup of the Cloud Service; or (vii) Riverbed's suspension or termination of Customer's right to access and use the Cloud Service in accordance with the Agreement.

(d) "**Maintenance**" means standard maintenance and support for the Cloud Service as attached hereto and described at https://www.riverbed.com/supportservicedescription. In addition to the foregoing, Riverbed performs scheduled and emergency maintenance for the Cloud Service from time to time. Riverbed uses commercially reasonable efforts to limit scheduled maintenance windows to four (4) hours per calendar month and provide at least three (3) days' prior notice of such maintenance. Riverbed may also implement emergency maintenance windows as needed for security and other critical patches. Riverbed understands that maintenance windows may impact the Cloud Service and will use commercially reasonable efforts to minimize any such impact to our customers.

(e) "**Monthly Uptime Percentage**" means total number of minutes in a calendar month minus the total number of minutes of Downtime suffered in such calendar month, divided by the total number of minutes in such calendar month.

(f) "**Service Credit**" means the number of days of the Cloud Service added to the end of Customer's paid term for such Cloud Service, at no charge to Customer.

3. SLA CREDITS. If the Monthly Uptime Percentage does not meet the Service Availability Commitment in any calendar month, then, subject to Section 4 below, Riverbed shall provide a Service Credit in accordance with the table below:

Monthly Uptime Percentage	Service Credit
Over 99.0% but below 99.50%	3 days
Over 98.0% but below or equal to 99.0%	5 days
Over 95.0% but below or equal to 98.0%	10 days
Equal to or below 95.0%	30 days

4. SERVICE CREDIT REQUEST. In order to receive Service Credits, Customer must notify Riverbed within thirty (30) days of the last calendar day of the month in which the Monthly Uptime Percentage was less than the Service Availability Commitment. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

5. MAXIMUM SERVICE CREDIT. The aggregate maximum number of Service Credits to be issued by Riverbed to Customer for all Downtime that occurs in a single calendar month will not exceed thirty (30) days.

6. EXCLUSIVE REMEDY. The Service Credits are Customer's sole and exclusive remedy for any failure by Riverbed to meet the Service Availability Commitment set forth in this SLA.