riverbed

RIVERBED SOFTWARE EXHIBIT

This Exhibit sets forth terms related to Software 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. **SOFTWARE**.

   1.1. **License Grant**. Subject to the terms and conditions of the Agreement and provided that Customer has paid the applicable fees, Riverbed hereby grants Customer a limited, non-sublicensable, non-transferable, nonexclusive license to install, access, and use the Software (in object code format only): (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 Software, including all terms and conditions set forth in the Additional Use Rights; (b) for the number and type of Software licenses specified in the applicable Order; and (c) for the duration of the license stated in the applicable Order.

   1.2. **Copying Permitted**. Customer may copy configurations of the Software (excluding any Software provided on or embedded in any Hardware) as necessary to use the number of copies licensed, but otherwise solely for back up and archival purposes. Customer may also access, use and reasonably reproduce the Documentation.

   1.3. **External Service Providers**. Without granting any additional licenses hereunder, Customer may authorize its contractors and outsourcers to access, use or operate the Solutions solely on Customer's behalf, provided that Customer remains responsible for such third parties' use of the Solutions and compliance with the terms and conditions of this Agreement, and any breach of this Agreement by any such third party will be deemed a breach of this Agreement by Customer.

   1.4. **Other Components**.

      (a) **Cloud Services**. If the Software includes a Cloud Service component or if a Software bundle includes a Cloud Service entitlement, that Cloud Service is subject to the attached Cloud Services Exhibit.

      (b) **Hardware**. If the Software is accompanied by a Hardware component, then the Hardware is subject to the attached Hardware Exhibit. Customer may use each licensed copy of the Software that is provided on or with any Hardware only as embedded in or for execution on that specific unit of Hardware (or replacement thereof) owned or leased by Customer.

2. **RESTRICTIONS**. Except as expressly permitted by the Agreement, Customer will not, and will not authorize or permit any other person or entity to, directly or indirectly: (a) copy, modify (except as expressly permitted under the applicable Documentation), distribute, or create derivative works of any Solution; (b) disassemble, decompile or reverse engineer any of the Solution, or otherwise attempt to discover any source code, structure, algorithms, sequence, organization or ideas underlying any of the Solution (except where the foregoing is expressly prohibited by applicable local law, and then only to the extent so prohibited); (c) sell or resell any Solution; (d) sublicense, rent, lease, use for timesharing or service bureau purposes for third parties or otherwise provide temporary access to any Solution or use any Solution for the benefit of any third party; (e) provide Solution or Support Services passwords or other log-in information to any unauthorized third party; (f) publish or disclose any information or results relating to performance, performance comparisons or other "benchmarking" activities relating to any Solution; (g) obscure, alter, remove, or destroy any proprietary markings, restrictive legends, or intellectual property notices on any Solution; or (h) access or use any Solution for purposes of designing or developing a competing product or service.