



RIVERBED END USER LICENSE AGREEMENT AND PRODUCT WARRANTY STATEMENT

IMPORTANT: PLEASE READ BEFORE INSTALLATION OR USE OF ANY PRODUCTS (AS DEFINED BELOW). THIS RIVERBED END USER LICENSE AGREEMENT AND PRODUCT WARRANTY STATEMENT ("**AGREEMENT**") IS A BINDING AGREEMENT BETWEEN RIVERBED (AS DEFINED BELOW) AND THE ORDERING ACTIVITY UNDER GSA SCHEDULE CONTRACTS IDENTIFIED IN THE PURCHASE ORDER THAT IS THE AUTHORIZED PURCHASER OR LICENSEE OF THE PRODUCTS ("**YOU**" OR "**YOUR**"). BY EXECUTING A WRITTEN ORDER FOR THE PRODUCT YOU ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT WITH RIVERBED. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO AND MAY NOT DOWNLOAD, INSTALL OR USE ANY OF THE PRODUCTS.

1. DEFINITIONS.

- (a) "**Additional Use Rights**" means the terms and conditions set forth at www.riverbed.com/license/additional_use_rights, as may be updated by Riverbed from time to time.
- (b) "**Affiliate**" means an entity that controls, is controlled by, or is under common control with Riverbed Technology, Inc.
- (c) "**Authorized Third Parties**" means Your Users, Your third-party service providers delivering information technology services to You, and each of their respective Users permitted to access and use the Products on Your behalf in accordance with this Agreement.
- (d) "**Cloud Service(s)**" means any software-as-a-service or cloud-based solutions on Riverbed's or one of its affiliate's then-current price list or otherwise made available by Riverbed, including associated offline components provided by Riverbed as part of the Cloud Service.
- (e) "**Documentation**" means the then-current written and/or electronic end user or technical documentation pertaining to a Product that is provided by Riverbed together with the delivery of a Product or otherwise made available by Riverbed.
- (f) "**Hardware**" means any hardware or equipment on Riverbed's or one of its affiliate's then-current price list or otherwise made available by Riverbed, including any components or replacements of any of the foregoing.
- (g) "**Products**" means, collectively, the Hardware and Software, Cloud Services and all Documentation associated therewith.
- (h) "**Riverbed**" means Riverbed Technology, Inc. or its applicable Affiliate(s).
- (i) "**Software**" means any software on Riverbed's or one of its affiliate's then-current price list or otherwise made available by Riverbed, including (i) software provided on a stand-alone basis, (ii) software provided on or with any Hardware, and (iii) any upgrades, updates, patches, enhancements, or fixes to any of the foregoing that may be made available by Riverbed.
- (j) "**Support**" means Riverbed's then-current generally available end user maintenance and support services as described at www.riverbed.com/supportservicesdescription. A copy of the current maintenance and support services description is attached hereto as Exhibit 1 (as the same may be updated by Riverbed from time to time in accordance with Section 4(1)(vi) of Attachment A (Government Addendum)).
- (k) "**Usage Term**" means the period during which You have the right to use the applicable Product, as set forth in the applicable ordering documentation received by Riverbed, the Product description on Riverbed's then-current price list, or the Additional Use Rights with respect to a particular Product.
- (l) "**User**" means the individuals (including employees and contractors) permitted to access and use the Products on Your behalf in accordance with this Agreement.

2. **LICENSE AND RIGHT TO USE.** Subject to the terms and conditions of this Agreement and provided that You have paid the applicable fees, Riverbed grants You for the duration of the applicable Usage Term a limited, personal, non-sublicensable, non-transferable (except as expressly provided in Section 11), nonexclusive: (a) license to install, access, and use the Software (in object code format only), (b) license to access, use, and reasonably reproduce the Documentation, (c) right to access and use the Cloud Services, and (d) right to exercise any other rights applicable to a Product as expressly set forth in the Additional Use Rights. You shall exercise the rights granted in this Agreement solely for Your internal business use in accordance with the Documentation and shall comply with all other restrictions and limitations applicable to each Product, including all terms and conditions set forth in the Additional Use Rights. If there is a conflict between the terms and conditions of the Additional Use Rights and the main body of this Agreement, the Additional Use Rights will control, but only with respect to the applicable Product to which such terms pertain. Subject to the foregoing, the specific Products licensed and/or made available to You under this Agreement, including the quantity and the Usage Term will be identified on the applicable ordering documentation received by Riverbed. You 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 You. You may also copy configurations of the Software (excluding any Software provided on or embedded in any Hardware) solely for backup, archival and/or disaster recovery purposes. Without granting any additional licenses or usage rights hereunder, You may permit Authorized Third Parties to access, use or operate the Products solely on Your behalf, provided that (i) You obtain any such Authorized Third Party's binding consent to abide by the terms of this Agreement, and (ii) You remain responsible for such Authorized Third Party's use of the Products and compliance with the terms and conditions of this Agreement, and any breach of this Agreement by any such Authorized Third Party will be deemed a breach of this Agreement by You.

3. ADDITIONAL CONDITIONS OF USE.

- (a) **Restrictions.** Except as expressly permitted by this Agreement, You shall not, and shall not authorize or permit any other person or entity to, directly or indirectly: (i) copy, modify (except as expressly permitted under the applicable Documentation), distribute, or create derivative works of any Product, (ii) disassemble, decompile or reverse engineer any of the Products, or otherwise attempt to discover any source code, structure, algorithms, sequence, organization or ideas underlying any of the Products (except where the foregoing is expressly prohibited by applicable local law, and then only to the extent so prohibited), (iii) sell or resell any Products, (iv) sublicense, rent, lease, use for timesharing or service bureau purposes for third parties or otherwise provide temporary access to any Product or use any Product for the benefit of any third party, (v) provide Product or Support passwords or other Product log-in information to any unauthorized third party, (vi) publish or disclose any information or results relating to performance, performance comparisons or other "benchmarking" activities relating to any Product, (vii) obscure, alter, remove, or destroy any proprietary markings, restrictive legends, or intellectual property notices on any Product, (viii) access or use any Product for purposes of designing or developing a competing product or service, (ix) abuse, interfere or disrupt networks, security systems, User accounts or the integrity or performance of the Cloud Services or third-party data contained therein, (x) facilitate the attack or disruption of the Cloud Service, including a denial of service attack, unauthorized access, penetration testing, crawling, or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware, and cancelbots), or (xi) use the Cloud Service in a way prohibited by law or that would cause You or Riverbed to be out of compliance with applicable law. Notwithstanding the foregoing, You



may use the Products pursuant to a leasing arrangement whereby You lease the Product from a third party authorized by Riverbed. Except as expressly permitted by this Agreement, You shall hold in confidence and shall not disclose, provide, or permit access to any Software, Cloud Services or Documentation in any form to any third party without Riverbed's prior written consent. Regardless of any references to any sale or purchase in this Agreement, all Software is licensed by Riverbed, and not sold. As between the parties, all ownership rights with respect to the intellectual property rights in and to the Products, and any copies or portions thereof, remain in Riverbed and its suppliers and licensors. The Products are protected by the intellectual property laws (including copyright laws) of the United States, foreign jurisdictions and all applicable international treaties. This Agreement does not grant You any rights not expressly set forth herein. Any action taken by You in contravention of this Section 3 may result in the suspension of the Products and/or the termination of this Agreement as described in Section 9 below. If You become aware or receives notice that You or Your Users have violated the restrictions applicable to Cloud Services set forth in this Section, You shall take immediate action to suspend Your and/or Your Users access (as applicable) to the Cloud Services.

(b) **Cloud Services.**

(i) Unless otherwise expressly provided in the Additional Use Rights, Riverbed shall use commercially reasonable efforts to make the Cloud Services available 24 hours per day, 7 days per week for the duration of the applicable Usage Term purchased by You for such Cloud Service, except for (i) planned downtime (of which Riverbed shall give advance electronic notice) and emergency downtime; and (ii) any unavailability caused by circumstances beyond Riverbed's reasonable control, including, for example, an act of God, an act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Riverbed employees), Internet service provider failure or delay, third party application, or denial of service attack.

(ii) 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 Usage Term.

(iii) You are solely 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 User credentials, (c) the security, accuracy, quality, and lawful use of Your Data (as defined below) and the means by which You acquired such Data, and (d) any and all access and use of the Cloud Services via Your Users' accounts and all related activity, including compliance with this Agreement.

(iv) You retain all right, title and interest in and to any data, content, code, video, images, or other materials of any type that you (including Your Users) submit to the Cloud Services ("**Your Data**"). You grant Riverbed, its Affiliates and its and their applicable service providers a worldwide, limited term, royalty-free license to host, copy, transmit and display Your Data as necessary to provide the Cloud Services in accordance with this Agreement and the applicable Documentation.

(c) **No-Charge Offerings.** Riverbed may make certain offerings available to You 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 No-Charge Offering terms available at www.riverbed.com/evalterms.

(d) **Government Use.** If You are part of an agency, department, or other entity of the United States federal, state and local government ("**Government**"), then Your use of the Products is subject to the terms set forth in Attachment A ("**Government Addendum**").

4. **THIRD PARTY PRODUCTS.** You acknowledge that certain Products 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, "**Third Party Technology**"), and that such Third Party Technology may be subject to separate terms and conditions. If You use any Product in connection with any Third Party Technology, You are solely responsible for complying with the Third Party Technology vendor's applicable terms and conditions and privacy policies, and You further acknowledge that all use of Third Party Technology is at Your sole risk. Riverbed is not obligated to provide any support for any Third Party Technology. Without limiting Section 7(b), Riverbed does not guarantee or warrant that any Product will have any ongoing integration support and/or will remain interoperable with any Third Party Technology; Riverbed reserves the right to discontinue any Product integration that permits interoperability or use with any Third Party Technology at any time in Riverbed's sole discretion.

5. **DATA AND DATA PROTECTION.**

(a) The terms of data processing addendum at www.riverbed.com/data-processing-addendum ("**DPA**"), a current copy of which is attached hereto as Exhibit 2 (as may be updated by Riverbed from time to time in accordance with Section 4(1)(vi) of Attachment A (Government Addendum)), are hereby incorporated by reference and shall apply to the extent that Riverbed processes Personal Data as a Processor on Your behalf, as defined in the DPA. Riverbed shall maintain appropriate administrative, physical and technical security measures designed to protect Your Data and Personal Data from unauthorized access, destruction, use, modification, or disclosure.

(b) Unless otherwise mutually agreed in writing, Your Data shall not include and You shall not process or submit to Riverbed any: (i) reserved; (ii) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (HIPAA); (iii) credit, debit, or other payment card data subject to PCI DSS; (iv) other personal information subject to regulation or protection under specific laws such as the Gramm-Leach-Bliley Act (or related rules or regulations); (v) social security numbers, driver's license numbers, or other government ID numbers; or (vi) any data similar to the foregoing that is protected under foreign or domestic laws or regulations.

(c) Riverbed processes, uses and collects certain types of data and information from You and Your Users in connection with use of the Products to deliver, analyze, support and improve the Products and as otherwise described in this Agreement, Riverbed's Privacy Policy, a current copy of which is attached hereto as Exhibit 3 (as the same may be updated by Riverbed from time to time in accordance with Section 4(1)(vi) of Attachment A (Government Addendum)) and the applicable Documentation. Riverbed may collect certain information and data that relates to the use and operation of the Products, including features used, device and application identifiers, operating and system configuration information, location, log files, event files and other diagnostic files, as well as statistical, aggregated data (collectively, "**Usage Data**"). Riverbed uses Usage Data for development, diagnostic and corrective purposes in connection with providing technical and customer support, to maintain the security of the Products, to deliver performance insights, and to analyze and enhance the Products and other Riverbed service offerings.

6. **SUPPORT.** The fees for Products licensed by Riverbed on a perpetual basis do not include Support; if You desire to obtain Support for such Products, You shall make separate arrangements for Support (which may include entering into a separate agreement) and pay any fees associated with such Support. Unless otherwise expressly provided in the Additional Use Rights, the fees for Products made available by Riverbed on a subscription basis include a bundled Support plan for the duration of Your purchased Usage Term. You are not entitled to receive any support services (including any upgrades, updates, patches, enhancements or fixes) for any Product unless such Product is covered by a then-current paid Support plan. During the period for which You have paid the applicable Support fee, Riverbed shall provide Support for the applicable Product in accordance with Riverbed's



standard Support terms. For the avoidance of doubt, You are not entitled to, and shall not, install or use any upgrades, updates, patches, enhancements or fixes made available by Riverbed, including on Riverbed's support website, except on or with Products that are covered by a then-current paid Support plan.

7. STANDARD WARRANTY; WARRANTY DISCLAIMER.

(a) Riverbed warrants to You that the Hardware, Software, and Cloud Services, upon original shipment by Riverbed or issuance by Riverbed of a license key/login information, as applicable, will conform in all material respects to the applicable published specifications for such Products during the applicable Warranty Period. "**Warranty Period**" means a period commencing on the date of original shipment by Riverbed or issuance by Riverbed of a license key or login information, as applicable, of the applicable Product and continuing (i) for 1 year with respect to Hardware, (ii) for 90 days with respect to Software, and (iii) for the duration of the Usage Term with respect to Cloud Services. Shipment of a replacement Product or provision of any updates or upgrades will not extend the Warranty Period. The foregoing warranty does not extend to any Product that (a) is modified or altered, (b) is not maintained and stored in accordance with Riverbed's maintenance recommendations and instructions, (c) has its serial number removed or altered, (d) is damaged (including by electrical power surges), mishandled, or treated with abuse, negligence or other improper treatment (including use outside the recommended environment or in violation of this Agreement), or (e) is not used in accordance with the applicable Riverbed published specifications and/or Documentation. Your sole and exclusive remedy, and Riverbed's sole and exclusive obligation, for any breach of the foregoing warranties will be, at Riverbed's option, (I) with respect to the Hardware and Software warranty, the repair or replacement of or (at Riverbed's option if repair or replacement is impractical) refund of the fees received by Riverbed for returned non-conforming units of Product for which full documentation and proof of non-conformity is provided to Riverbed (and for which a Riverbed RMA has been issued) within the applicable Warranty Period, and (II), with respect to the Cloud Services warranty, the repair or replacement of or (at Riverbed's option if repair or replacement is impractical) the refund of the fees received by Riverbed for the period in which the Cloud Services did not conform. Such refund will be paid to You or the Riverbed channel partner making the warranty claim. Riverbed is not responsible for any difference between the amount paid to Riverbed for the returned Product and the amount paid by You for such returned Product.

(b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, RIVERBED PROVIDES THE PRODUCTS "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, SECURITY AND NONINFRINGEMENT. RIVERBED ALSO MAKES NO WARRANTY REGARDING (I) NONINTERRUPTION OF USE, (II) FREEDOM FROM BUGS, (III) THE AVAILABILITY AND/OR FUNCTIONALITY OF THIRD PARTY PRODUCTS, SERVICES, APIS, AND/OR INTEGRATIONS THAT ARE MADE AVAILABLE BY ANY THIRD PARTY, AND/OR (IV) THAT ANY PRODUCT OR SERVICE WILL MEET YOUR REQUIREMENTS. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

8. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, BUT SUBJECT TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHER LEGAL OR EQUITABLE THEORY, (A) NEITHER RIVERBED NOR ANY OF ITS AFFILIATES OR SUPPLIERS IS LIABLE FOR (I) ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, CONTRACTS, BUSINESS, REVENUES, GOODWILL OR REPUTATION, (II) COST OF COVER OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, OR (III) LOSS OR CORRUPTION OF DATA, INTERRUPTION OF USE, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM YOUR USE OF (OR INABILITY TO ACCESS OR USE) ANY PRODUCT, AND (B) THE AGGREGATE LIABILITY OF RIVERBED AND ITS AFFILIATES AND SUPPLIERS WILL NOT EXCEED THE AGGREGATE FEES RECEIVED BY RIVERBED FOR THE APPLICABLE PRODUCT OR SERVICE THAT GAVE RISE TO THE CLAIM. THE FOREGOING LIMITATION IS CUMULATIVE, WITH ALL CLAIMS BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF RIVERBED IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THE PRODUCTS ARE NOT DESIGNED FOR USE IN ANY DEVICE OR SYSTEM IN WHICH A MALFUNCTION OF THE PRODUCT WOULD RESULT IN FORESEEABLE RISK OF INJURY OR DEATH TO ANY PERSON. THIS INCLUDES OPERATION OF NUCLEAR FACILITIES, LIFE-SUPPORT SYSTEMS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS AND AIR TRAFFIC CONTROL. NEITHER RIVERBED NOR ANY OF ITS AFFILIATES IS LIABLE FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL OR FOR ANY ALLOCATION OF PRODUCTS BETWEEN ITS END USERS IN THE EVENT OF A SHORTAGE. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY OF A PERSON, DEATH OR FRAUD.

9. TERM AND TERMINATION.

(a) **Term of Agreement.** This Agreement will continue in effect for the applicable Usage Term purchased by You with respect to a Product unless earlier terminated as set forth herein.

(b) **Termination for Cause.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Riverbed shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

(c) **Effects of Termination.** Any termination of this Agreement will also terminate the licenses and/or other rights granted hereunder. If this Agreement is terminated by You for Riverbed's uncured material breach in accordance with Section 9(b) above, Riverbed will refund any prepaid subscription fees received by Riverbed covering the period from the effective date of termination to the end of the applicable Usage Term. If You purchased directly from Riverbed, such refund will be issued to You. If You purchased through a Riverbed channel partner, such refund will be issued to the Riverbed channel partner who purchased such Product from Riverbed. You must contact the Riverbed channel partner from which You purchased the applicable Product regarding any requested refunds. Riverbed is not responsible for any difference between the amount paid to Riverbed and the amount paid by You or for any transactions between You and the applicable channel partner. In no event will termination relieve You of Your obligation to pay any fees payable to Riverbed or the applicable channel partner for the Usage Term prior to the effective date of termination. Upon termination of this Agreement, You shall cease use of all Software, Cloud Services and Documentation, shall destroy and remove from all computers, hard drives, networks and other storage media all copies of the Software (if applicable) and Documentation, and shall certify to Riverbed that such actions have occurred.

(d) **Surviving Provisions.** The following provisions will survive any termination or expiration of this Agreement: Sections 1 (Definitions), 3(a) (Restrictions), 7(b) (Warranty Disclaimer), 8 (Limitation of Liability), 9 (Term and Termination), **Error! Reference source not found.** (Data and Data Protection), 10 (Compliance with Laws and Export Control), **Error! Reference source not found.** (Government Use) and 11 (Miscellaneous) will survive any termination of this Agreement.



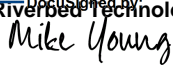
(e) **Suspension.** In addition to any of its other rights or remedies (including any termination rights) set forth in this Agreement, Riverbed reserves the right to temporarily suspend use of or access to Products: (i) reserved, (ii) reserved, (iii) if Riverbed reasonably determines suspension of the Cloud Services is necessary to avoid material harm to Riverbed or its other end users, or (iv) as required by subpoena, court order or other legal process.

10. **COMPLIANCE WITH LAWS AND EXPORT CONTROL.** You shall conduct Your business operations in accordance with all applicable U.S., European Union, Singapore and other foreign laws, ordinances, codes and regulations. Without limiting the foregoing, You shall comply with all applicable export laws, restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and any other United States, European Union, Singapore or other foreign agency or authority and shall not import, export or re-export, or allow the import, export or re-export of, any Product, technology or information You obtain or learn pursuant to this Agreement (or any direct product thereof) in violation of any such laws, restrictions or regulations. Pursuant to these laws, restrictions, and regulations, You shall ensure that no Product is, in the absence of authorization by U.S. and other applicable law as required, used by or exported, sold or re-exported to (a) any U.S. sanctioned or embargoed country, or to nationals or residents of such countries, (b) any person, entity, organization or other party identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons List, or the Department of State's Debarred Parties List, as published and revised from time to time, or (c) any party who is known or suspected to be involved in relation to any nuclear, biological or chemical weapons, or proliferation-related end-uses restricted by the U.S. Export Administration Regulations, including the design, development, or production of missiles capable of delivering these weapons. Without limiting the foregoing, You shall not use any Product, technology or information You obtain or learn pursuant to this Agreement in relation to any nuclear, biological or chemical weapons, or proliferation-related end-uses restricted by the U.S. Export Administration Regulations, including the design, development or production of missiles capable of delivering these weapons.

11. **MISCELLANEOUS.** If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible consistent with the original intent of the parties, and the other provisions of this Agreement will remain in force. The failure of Riverbed to enforce its rights under this Agreement or to act with respect to a breach of this Agreement by You or others will not be construed as a waiver of such rights and will not limit Riverbed's rights with respect to any such breach or any subsequent breaches. This Agreement is personal to You and You shall not assign (by operation of law or otherwise), transfer or sublicense any obligation or benefit under this Agreement, in whole or in part, for any reason whatsoever without Riverbed's prior written consent, and any action or conduct in violation of the foregoing will be void and without effect. For all purposes under this Agreement, each party shall be and act as an independent contractor of the other and shall not bind nor attempt to bind the other to any contract. This Agreement is governed by and construed in accordance with the Federal laws of the United States (without regard to the conflicts of laws provisions thereof or the UN Convention on the International Sale of Goods). There are no third party beneficiaries of this Agreement. Unless otherwise expressly provided, all remedies under this Agreement are cumulative and not exclusive. Unless otherwise expressly indicated, "including" (and other variations thereof) means, as applicable, "including but not limited to" and "herein" and "hereunder" are references to this Agreement. This Agreement, including all online terms referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof, to the exclusion of any pre-printed or contrary terms of any purchase order (or similar document) and supersedes and cancels any prior agreements, proposals, discussions, understandings, negotiations or representations between the parties relating to the subject matter of this Agreement, and all past dealing or industry custom. This Agreement 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. If this Agreement is deemed an offer, acceptance is expressly limited to these terms. If there is a mutually signed agreement (not including any purchase order or similar document) between Riverbed and You expressly covering the license and/or usage of Products by Riverbed to You, then the express terms of that agreement will govern to the extent such agreement conflicts with the terms of this Agreement. Riverbed may, subject to Government security requirements, upon at least two (2) weeks' advance written notice, inspect, or have an accountant or auditor inspect, Your books and records relating to this Agreement and Your compliance with its terms and conditions, for up to two prior years of records from the date of such audit. Any such audit will be conducted during Your normal business hours and in a manner that does not materially interfere with Your normal business operations. If any audit reveals that You are in breach of this Agreement, then You shall (a) reserved (b) if applicable, compensate Riverbed (at the then-current GSA Schedule list price) for any unauthorized use of or access to any Product (e.g., any use by any unauthorized users or use of any unauthorized copies or instances of a Product). From time to time Riverbed may also require You to provide written assurances satisfactory to Riverbed to confirm Your compliance with the terms and conditions of this Agreement, including all terms and conditions set forth in the Additional Use Rights. The parties acknowledge and agree that this Agreement is subject to the U.S. Electronic Signatures in Global and National Commerce Act, the Singapore Electronic Transactions Act, the U.K. Electronic Communications Act 2000, and any similar law in any other applicable jurisdiction that makes legally effective a contract in electronic form, and authorizes acceptance by means of an electronic signature or process.

NOTICE: EXCEPT FOR THE LICENSE AND USAGE RIGHTS GRANTED HEREIN, NO INTELLECTUAL PROPERTY RIGHTS ARE TRANSFERRED. PLEASE CONTACT RIVERBED AT +1 (415) 247-8800 WITH ANY QUESTIONS.

AGREED AND ACCEPTED:

Discussed by:

28E645975848446...

Name: Mike Young

Title: Vice President, Corporate Controller

Date: 18-Nov-2021



Attachment A

GOVERNMENT ADDENDUM

If You are part of an agency, department, or other entity of the United States federal, state and local government (“**Government**”), Riverbed hereby agrees to modify the Agreement as set forth below; such modifications apply only to Government customers only.

1. **Commercial Items.** The Products under this Agreement qualify as “commercial items” as defined by Chapter 1 of Title 48 of the Code of Federal Regulations, Federal Acquisition Regulation (FAR), § 2.101, and the Software under this Agreement is “commercial computer software” as defined by FAR § 12.212.
2. **Data Rights.** Notwithstanding any contrary provisions contained in this Agreement, the commercial computer software subject to this Agreement may not be used, reproduced, or disclosed by the Government except as provided for under paragraph (b)(2) of FAR § 52.227-19, Commercial Computer Software License. All Software was developed exclusively at private expense and is restricted computer software under FAR § 52.227-14, Rights in Data-General. Therefore, to the extent that FAR § 52.227-19 is inapplicable, the Government shall receive restricted rights to the Software under paragraph (g)(3) of FAR § 52.227-14 (Alternative III). The Documentation is “computer software documentation” as set forth in FAR § 52.227-14, Rights in Data-General. All Documentation was developed exclusively at private expense and is limited rights data under FAR § 52.227-14. Therefore, the Government shall receive limited rights to Documents under this agreement subject to paragraph (g)(2) of FAR § 52.227-14 (Alternative II). If the purchase is by an agency or other entity of the Department of Defense, the Documentation is also subject to the license requirements of Chapter 2 of Title 48 of the Code of Federal Regulations, Defense Federal Acquisition Regulation Supplement (DFARS), § 252.227-7015, Technical Data-Commercial Items, as restricted by paragraph (g)(2) of FAR § 52.227-14 (Alternative II).
3. **Government Purpose.** For purposes of this Addendum, references in the Agreement (including in the Additional Use Rights) to “business” use will be deemed references to Government use. In accordance with such provisions, any use of any Product by the Government will be governed solely by the terms of the Agreement as modified by this Government Addendum. All other use by or on behalf of the Government is prohibited.
4. **GSA Contract Requirements.** In accordance with Chapter 5 of Title 48 of the Code of Federal Regulations, General Services Administration Acquisition Regulation (GSAR), § 552.212-4(w), the following language is incorporated into the Agreement:
 - (1) Notwithstanding any other provision of this Agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:
 - (i) *Applicability.* This Agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR 12).
 - (ii) *End user.* This Agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.
 - (iii) *Law and disputes.* This Agreement is governed by Federal law.
 - (A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.
 - (B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.
 - (C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.
 - (iv) *Continued performance.* Riverbed shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this Agreement. If the supplier or licensor believes the ordering activity to be in breach of the Agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes) of GSAR § 552.212-4.
 - (v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this Agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).
 - (vi) *Updating terms.*
 - (A) After award, Riverbed may unilaterally revise commercial supplier Agreement terms if they are not material. A material change is defined as:
 - (1) Terms that change Government rights or obligations;
 - (2) Terms that increase Government prices;
 - (3) Terms that decrease overall level of service; or
 - (4) Terms that limit any other Government right addressed elsewhere in this contract.
 - (B) For revisions that will materially change the terms of the contract, the revised commercial supplier Agreement must be incorporated into the Agreement using a bilateral modification.
 - (C) Any Agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.



- (vii) *No automatic renewals.* If any license or service tied to periodic payment is provided under this Agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.
 - (viii) *Audits.* Any clause of this Agreement permitting Riverbed to audit the end user's compliance with this Agreement is hereby amended as follows:
 - (A) Discrepancies found in an audit may result in a charge by Riverbed to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.
 - (B) This charge, if disputed by the ordering activity, will be resolved in accordance with the Disputes clause at GSAR § 552.212-4(d); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.
 - (C) Any audit requested by the contractor will be performed at Riverbed's expense, without reimbursement by the Government.
 - (ix) *Non-assignment.* This Agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of GSAR § 552.212-4.
- (2) If any language, provision, or clause of this Agreement conflicts or is inconsistent with the preceding paragraph (1), the language, provisions, or clause of paragraph (1) shall prevail to the extent of such inconsistency.



Exhibit 1

MAINTENANCE AND SUPPORT SERVICES DESCRIPTION

Riverbed offers three levels of support: Gold, Gold Plus and Platinum. Customers can choose a support level that fits their specific requirements, IT needs, and business goals. This flexibility also means that customers can easily adjust their support levels as their business grows and evolves. Unless otherwise indicated below, all levels of Riverbed support services include the services described in this document (collectively, the “Support” or “Support Services”). Any references to “Customer”, “you” or “your” below mean the applicable customer, buyer, or licensee specified in the Agreement. References to “Products” refer to hardware and/or software purchased or licensed under the terms of the Agreement.

1. Support Overview

The following table provides an overview of the three support levels.

SERVICE OVERVIEW	SUPPORT LEVEL		
	Gold	Gold Plus	Platinum
Global Support 24x7	✓	✓	✓
Access to Riverbed Support Site	✓	✓	✓
Software Updates & Upgrades	✓	✓	✓
RCPE Foundations and Associate Videos & Resources	✓	✓	✓
Faster P2 & P3 Initial Response Targets*		✓	✓
Faster RMA Hardware Replacement**		✓	✓ (including onsite)
Enhanced Support Program***			✓

*See Section 6 for more details.

**See Section 10 for more details.

***Certain customers who meet an entry threshold (based on Platinum or Gold Plus Support Services transaction value) may qualify for Enhanced Support Program benefits. See Section 13.d for more details.

2. Customer Support

- a. Support. Riverbed shall provide Customer with technical support by the following methods: World Wide Web, email and telephone. Such Support will include:
 - i. Assistance related to questions on the installation and operational use of the Products;
 - ii. Assistance in identifying and verifying the causes of suspected errors in the Products; and
 - iii. Providing workarounds for identified Product errors or malfunctions, where reasonably available to Riverbed.
 - iv. Customer should ensure that any support liaison working with Support is properly trained in the operation and usage of the Products; Riverbed is not obligated to provide Support to any other individuals. Customer shall provide reasonable access to all necessary personnel to answer questions about any problems reported by Customer regarding a Product. Customer shall also promptly implement all updates and error corrections provided by Riverbed. Upon request, Customer will provide access for online diagnostics of the Products during error diagnosis.
 - v. In order to troubleshoot efficiently, Riverbed may from time to time request that a technical support resource be permitted to troubleshoot an issue on site at the Customer's location.
- b. Support Web Site. Riverbed may provide Customer with an authorized account to access Riverbed's Support website. Riverbed may make available the following services through its Support web site:
 - i. Product software releases that can be downloaded by Customer;
 - ii. Documentation for Products;
 - iii. Issuing trouble reports identified by Customer through Riverbed's Support website;
 - iv. Issuing suggestions for enhancements through Riverbed's Support website.
- c. Telephone Support. Telephone support will include Direct Hotline Support. Customer may contact Support directly 7x24 via telephone at 1-888-RVBD-TAC (1-888-782-3822) or 1-415-247-7381.
- d. OPNET Products Open Enrollment Training. Certain Products that were previously sold by OPNET Technologies included access to certain “open enrollment” training classes as part of Support. Effective as of July 1, 2015, “open enrollment” training is no longer a part of any Riverbed product or Support offering.
- e. Special Services. Customer may request maintenance and support services not specifically provided for in this document. Customer acknowledges that, if provided, all such services will be provided at Riverbed's then-current rates, terms and conditions for such services.

3. Software Maintenance

- a. Software Updates. Customer is entitled to receive, and Riverbed shall provide Customer e-mail notification of, all maintenance releases, updates and upgrades to Product software as Riverbed, in its sole discretion, makes them generally available without additional charge to Riverbed's Support Services customers. The contents of all maintenance releases and updates will be decided upon by Riverbed in its sole discretion. Customer may obtain updates by downloading the updates from Riverbed's Support care website (support.riverbed.com). Customer may only install Product software maintenance releases and updates on Products that are covered by a then-current Support Services plan. Any such software provided by Riverbed is subject to the Agreement.



- b. **Supported Software.** Riverbed supports the current major release of Product software, plus certain prior versions of software in accordance with Riverbed's end of sale and end of support policy available at: www.riverbed.com/supportpolicy.
- c. **Error Corrections.** Riverbed shall use reasonable efforts to correct any reproducible programming error in the Product software attributable to Riverbed with a level of effort commensurate with the severity of the error (as further described in Section 5 below), provided that Riverbed has no obligation to correct all errors in any Product software. Upon identification of any programming error, Customer shall notify Riverbed of such error and shall provide Riverbed with enough information to reproduce the error. Riverbed shall only be responsible for correcting errors that are (1) attributable to Riverbed and (2) reproducible by Riverbed on unmodified Product software as delivered to Customer.

4. Product Obsolescence

Riverbed's end of sale and end of support policy applicable to all Products is available at: www.riverbed.com/supportpolicy.

5. Problem Severity Classification

The following table outlines severity classification. The severity classification is the degree of impact that a problem has on Product operation or how this affects the ability to achieve the intended business usage of a Product. A problem is defined as a situation where a Product's software does not function as set forth in the applicable Riverbed documentation for such Product.

SEVERITY	DESCRIPTION
Priority 1 - Critical	A catastrophic problem that severely impacts Customer's ability to conduct business. This may mean that the Customer's systems and/or the Product are down or not functioning and no procedural workaround exists.
Priority 2 - High	A high-impact problem in which Customer's operation is disrupted but there is capacity to remain productive and maintain necessary business-level operations. The problem may require that a fix be installed on the Customer's system prior to the next planned commercial release of the applicable Product software.
Priority 3 - Minor	A medium-to-low impact problem that involves partial loss of non-critical functionality. The problem impairs some operations but allows Customer to continue to function. This may be a minor issue with limited loss or no loss of functionality or impact to Customer's operation.
Priority 4 - Informational	Minor problems and all other errors. This includes documentation errors. The inconvenience is slight and can be tolerated. Notwithstanding anything to the contrary, if Customer is participating in the Research with OPNET Program or the Teaching with OPNET Program (or any other OPNET university program), then any Support issues reported by Customer will be deemed a Priority 4 problem.

6. Initial Response Time

Initial response times are determined by the severity classification of the problem and level of support that Customer is entitled to. Following the receipt of a call or trouble report for Support, Riverbed shall use reasonable efforts to respond in accordance with the initial response targets set forth below.

SEVERITY	INITIAL RESPONSE TARGETS		
	Gold	Gold Plus	Platinum
Priority 1 - Critical	Within 1 Hour	Within 1 Hour	Within 1 Hour
Priority 2 - High	Within 6 Hours	Within 4 Hours	Within 4 Hours
Priority 3 - Minor	Next Business Day*	Within 8 Hours	Within 8 Hours
Priority 4 - Informational	Next Business Day*	Next Business Day*	Next Business Day*

*Riverbed shall initially respond within the next Business Day following the receipt of a call or trouble report for Support during Riverbed's normal business hours, or within two Business Days for a call or trouble report received outside of Riverbed's normal business hours. "Business Day" means Monday through Friday, 8:00 am to 5:00 pm, in the local time zone where such call or trouble report is received, excluding local holidays.

For Priority 1 problems, Riverbed's objective is to restore Customer's capacity to remain productive and maintain necessary business-level operations affected by the problem within 24 hours and to downgrade the problem severity accordingly. Efforts to isolate, diagnose, and deliver a workaround or repair will be continuous. When the severity level has been changed to "Priority 2" or "Priority 3," the appropriate service levels will be followed. For Priority 2 problems, efforts to isolate, diagnose, and deliver a workaround or repair will be continuous during Riverbed's business hours. For Priority 3 and 4 problems, responsive action will be reasonably appropriate to the nature of the problem.

7. Escalation Procedures

If problems are not responded to as targeted above, Customer may escalate the issue to appropriate Riverbed management personnel. Riverbed provides systematic escalation management to Customer provided that Customer has a current Support plan for the affected Product. The Riverbed escalation process notifies levels of Riverbed management throughout the life cycle of the technical issue as set forth in the table below. This assists the appropriate Riverbed resources to resolve outstanding technical problems as efficiently as possible.

SEVERITY	NOTIFICATIONS	
	Local TAC Manager	Regional Support Director and above
Priority 1 - Critical	1 Hour	4 Hours
Priority 2 - High	8 Hours	Weekly



SEVERITY	NOTIFICATIONS	
	Local TAC Manager	Regional Support Director and above
Priority 3 - Minor	Weekly	N/A
Priority 4 - Informational	N/A	N/A

To escalate a case, email support@riverbed.com or call 1-888-RVBD-TAC (1-888-782-3822) or 1-415-247-7381. A case follows this escalation path: Support Escalation Engineer to Local TAC Manager to Regional Support Director to Director of Support Operations to VP Support.

8. Continuous Support Coverage

Regardless of where the case originates, Riverbed Support endeavors to solve the case when it is opened. The Support team uses a “follow the sun” process to hand-off cases between different Support Centers.

For example, between Monday and Friday, 8 AM - 5 PM GMT, a case from Europe will be routed to the Bracknell Support Center. After regular business hours in Europe, the case may be routed to the New York or San Francisco Support Center, when the Bracknell office is closed. If the case remains open, it is passed back to the Bracknell Support Center for the beginning of their next business day.

9. Case Handling

Riverbed is committed to ensuring Customer success and satisfaction. All Support Services professionals are rigorously trained on Riverbed Products, their underlying technologies, and industry leading technical problem-solving methodologies. Case handling follows these steps:

Customer may open a case in one of the following ways:

- call 1-888-RVBD-TAC (1-888-782-3822) or 1-415-247-7381
- send an email to support@riverbed.com
- generate a ticket directly from the Riverbed Support web site at support.riverbed.com

When Customer opens a case, Customer shall be prepared to provide the following:

- Serial number of any Product hardware component with an issue
- Detailed description of the problem
- Priority level and impact of the problem
- Indication of the activity that was being performed when the problem occurred
- Product software version
- Configuration data

Once a case is submitted, the issue is assigned to an escalation engineer (“EE”). Every EE is trained to perform extensive troubleshooting to quickly resolve the issue. All opened cases are tracked in Riverbed’s online Support tracking system. While working to resolve an issue, the EE may need to access information on the Customer system relative to the failure, or may need to recreate the failure to obtain additional information. If the problem is related to Customer’s system configuration, Customer may be asked to provide a network diagram and configuration information. If Customer and the EE agree, Customer may send log files or trace files to Riverbed through email or upload them to the Riverbed Support FTP site for further review.

Note: Any nonpublic information sent to Riverbed to help resolve Customer problems is treated as confidential.

A case is closed when all parties agree that the reported issue has been resolved. If the Customer issue is determined by Riverbed to be an enhancement, a Feature Request is entered into the Riverbed defect tracking system. A Feature Request is handled and processed by Riverbed Product Management and Engineering in accordance with Riverbed’s then-current policies.

Consistently improving quality of service is a very high priority within Riverbed. After closing a case, a survey will be sent to Customer asking for feedback as to how the case was handled and where Riverbed can improve. Riverbed’s Customer Support managers and executives review the survey responses, and take action where appropriate. Individual entries in this survey may be shared on the Support website anonymously, but identifiable submitter details are not shared. Individual entries will not be used for marketing purposes. The sole purpose of these survey results is to evaluate and improve Riverbed Support Services.

10. Hardware Replacement (does not apply to software-only Products)

- Return Material Authorization. Before returning any Product, Customer shall contact Riverbed Support and obtain a Return Material Authorization (RMA) number by calling the designated Support telephone number or logging a request via the Support website. If Riverbed Support verifies that the Product is likely to be defective, Riverbed shall issue Customer an RMA number, which allows Customer to return the defective unit to Riverbed for repair or replacement.
- Shipping. Riverbed is not obligated to accept any returned Product without an RMA number on the package or for which Riverbed has not issued an RMA number. Customer shall deliver the defective Product along with the RMA number to Riverbed within 30 days as further



set forth in this Section 10. If Customer ships a Product on its own account or without fully complying with Riverbed's RMA procedures, Customer assumes the risk of damage or loss of such Product in transit. Customer shall use the original shipping container (or the equivalent); Customer is responsible for any damage or loss in transit if Customer fails to use adequate packaging. Riverbed will provide Customer with the shipping address at the time of the RMA issuance. Riverbed will be responsible for the costs of shipping replacement Products to the Customer; responsibility for shipping costs from the Customer to Riverbed are as set forth in the table below.

Region	Country	Gold		Gold Plus		Platinum		Dead on Arrival	
		Riverbed	Customer	Riverbed	Customer	Riverbed	Customer	Riverbed	Customer
APAC	Australia	x		x		x		x	
APAC	China	x		x		x		x	
APAC	Hong Kong	x		x		x		x	
APAC	India	x		x		x		x	
APAC	Indonesia	x		x		x		x	
APAC	Japan	x		x		x		x	
APAC	Korea	x		x		x		x	
APAC	Malaysia	x		x		x		x	
APAC	New Zealand	x		x		x		x	
APAC	Philippines	x		x		x		x	
APAC	Singapore	x		x		x		x	
APAC	Taiwan	x		x		x		x	
APAC	Thailand	x		x		x		x	
APAC	All other APAC countries		x	x		x		x	
EMEA	Bahrain	x		x		x		x	
EMEA	Egypt	x		x		x		x	
EMEA	EU States	x		x		x		x	
EMEA	Norway	x		x		x		x	
EMEA	Russia	x		x		x		x	
EMEA	Saudi Arabia	x		x		x		x	
EMEA	South Africa	x		x		x		x	
EMEA	Switzerland	x		x		x		x	
EMEA	Turkey	x		x		x		x	
EMEA	United Arab Emirates	x		x		x		x	
EMEA	All other EMEA countries		x	x		x		x	
CANADA	Canada	x		x		x		x	
LATAM	Argentina	x		x		x		x	
LATAM	Brazil	x		x		x		x	
LATAM	Chile	x		x		x		x	
LATAM	Colombia	x		x		x		x	
LATAM	Mexico	x		x		x		x	
LATAM	Peru	x		x		x		x	
LATAM	All other LATAM countries		x	x		x		x	
US	USA	x		x		x		x	

- c. **Repair or Replace.** Riverbed may, in its discretion, replace or repair a Product with either a new or reconditioned Product.
- d. **Dead on Arrival Products:** For RMAs that are issued by Riverbed within the first thirty (30) days after original Product shipment, Riverbed shall ship a new (not refurbished) advance replacement unit via express delivery; such Product may be shipped from Riverbed's manufacturing facilities. In such circumstance, Customer shall return the defective unit within 30 days after the replacement has been shipped. If the defective unit is not returned within this time, Riverbed may invoice Customer for the list price (less Customer's applicable discount, if any) of the replacement unit. Riverbed will use reasonable efforts to ship advance replacement units for requests confirmed by 2:00 pm PT USA by Riverbed for next business day delivery, provided that special configurations may require additional time before a new replacement unit can be shipped, and provided further that delivery time may depend on international customs clearing and export/import laws and regulations for non-US destinations.
- e. **Gold-level Customers:** For RMAs that are issued by Riverbed, Riverbed shall ship an advance replacement unit via express delivery. In such circumstance, Customer shall return the defective unit within 30 days after the replacement has been shipped. If the defective unit is



not returned within this time, Riverbed may invoice Customer for the list price (less Customer's applicable discount, if any) of the replacement unit. Advance replacement requests confirmed by 2:00 pm local time (using the time zone of the location of the nearest Riverbed replacement Product depot) by Riverbed will be shipped for next business day delivery, provided that special configurations may require additional time before a new replacement unit can be shipped, and provided further that delivery time may depend on international customs clearing, export/import laws and regulations and local interstate/legal/fiscal requirements for non-US destinations. Some remote international locations may have an irregular express delivery service available which may also cause extended delivery timescales.

- f. **Gold Plus-level Customers:** For RMAs that are issued by Riverbed, at Customer's request, Riverbed shall deliver replacement Product to the applicable installation location within 4 hours, 24 hours per day, 7 days per week, provided that the delivery time may be greater than 4 hours based on the location, and 4 hour coverage may only be available during business hours in some locations. Please contact Riverbed to determine if Gold Plus Support is available in your area, and if it is, the applicable Product delivery time for your location. Riverbed shall use reasonable efforts to establish service spares close to the installation location within thirty (30) days after (a) shipment of the applicable Product, (b) notice from Customer that the installation location has moved, or (c) upgrade by Customer from Gold to Gold Plus Support; Product delivery times may be impacted until such service spares are established. If Customer moves the installation location and does not notify Riverbed of such change at least thirty (30) days prior to a request for Product delivery, Riverbed may charge Customer on a time and materials basis for any additional costs incurred to be able to meet the delivery requirements and/or the delivery time may be impacted. Notwithstanding the foregoing or anything to the contrary, Gold Plus Support might not be available at a new installation location or might not be available with the same coverage as a previous installation location, and Riverbed is not responsible for any unavailability or decreased coverage under Gold Plus Support resulting from a change in installation location. As requested by Riverbed, Customer shall make the defective unit available for collection at the time of delivery of the replacement unit or shall return the defective unit within 30 days after the replacement has been shipped to Customer. If the defective unit is not returned within this time, Riverbed may invoice Customer for the list price (less Customer's applicable discount, if any) of the replacement unit.
- g. **Platinum-level Customers:** For RMAs that are issued by Riverbed, at Customer's request, Riverbed shall provide on-site Product repair or replacement within 4 hours, 24 hours per day, 7 days per week, provided that the on-site response time may be greater than 4 hours based on the location, and 4 hour coverage may only be available during business hours in some locations. Please contact Riverbed to determine if Platinum Support is available in your area, and if it is, the applicable on-site response time for your location. Riverbed shall use reasonable efforts to establish service spares and trained local field engineers close to the installation location within thirty (30) days after (a) shipment of the applicable Product, (b) notice from Customer that the installation location has moved, or (c) upgrade by Customer from Gold or Gold Plus to Platinum Support; on-site response times may be impacted until such service spares and local field engineers are established. If Customer moves the installation location and does not notify Riverbed of such change at least thirty (30) days prior to a request for on-site Support, Riverbed may charge Customer on a time and materials basis for any additional costs incurred to be able to meet the on-site Support requirement and/or the on-site response time may be impacted. Notwithstanding the foregoing or anything to the contrary, Platinum Support might not be available at a new installation location or might not be available with the same coverage as a previous installation location, and Riverbed is not responsible for any unavailability or decreased coverage under Platinum Support resulting from a change in installation location. As requested by Riverbed, Customer shall make the defective unit available for collection at the time of repair or replacement or shall return the defective unit within 30 days after such on-site repair or replacement. If the defective unit is not returned within this time, Riverbed may invoice Customer for the list price (less Customer's applicable discount, if any) of the replacement unit.
- h. As used in this Section 10, "express delivery" means next business day delivery, subject to all applicable requirements to confirm a replacement request by the applicable cut-off time specified above. Requests for replacements that are confirmed after the applicable cut-off time specified above will be shipped on the following business day via next business day delivery.

11. Support for U.S. Government Customers

- a. Support made available to a Riverbed Customer that is part of an agency, department, or other entity of the United States Government ("**U.S. Government Customer**"), regardless of Support level (i.e. Gold, Gold Plus, or Platinum), includes a number of unique features and enhancements. The terms of this Section 11 apply exclusively to Support that is offered and sold to U.S. Government Customers, including all Support SKUs designated with a "GOV-1" on Riverbed's then-current price list. All phone / web / email inquiries made by U.S. Government Customers in connection with Support will be answered by U.S. citizens. A separate, dedicated toll-free and direct dial support hotline, which will be communicated by Riverbed or its designee at the time of purchase, will be made available to U.S. Government Customers to ensure that such customers have 24x7 access to Riverbed support personnel that are U.S. citizens. Additionally, Riverbed shall exercise commercially reasonable efforts to make cleared support personnel available to U.S. Government Customers upon request.
- b. In addition to choosing one of the three Support levels (i.e. Gold, Gold Plus, or Platinum), Riverbed offers its U.S. Government Customers an Enhanced Hardware Replacement and an Enhanced Replacement System Support option (designated with an "EHR" and "EHRs" respectively on Riverbed's then-current price list), which, if purchased, allows U.S. Government Customers to elect not to return hard drives and systems to Riverbed as part of Support.
- c. As contemplated in these Support terms, Riverbed's ability to efficiently and effectively provide Support is dependent on Customer providing Riverbed with physical and/or remote access to the Products at the Customer's site and/or on the Customer's network, as well as providing Riverbed with relevant information such as network diagrams, configuration information, log files, trace files, and/or Product installation information. If a U.S. Government Customer is purchasing Support for Products that are or will be deployed in a classified environment, such U.S. Government Customer shall (i) issue a classified contract for such Support, inclusive of the applicable security requirements and classification guidance associated therewith (DD254), and (ii) provide the necessary means for Riverbed support personnel to secure any required clearances. Riverbed is not responsible for any failure or delay to deliver Support as set forth herein to the extent caused by a U.S. Government Customer's failure to issue a classified contract for Support, and/or failure to provide the means for Riverbed personnel to secure any required clearances in accordance with the foregoing.

12. Restrictions

Customer is entitled to receive Support Services only on Products for which Customer has purchased Support Services; Support Services commence upon sale of the applicable Product by Riverbed. Riverbed is not obligated to provide any Support Services: (1) on any Product that: (a) is altered or modified, (b) is not installed, operated, repaired, or maintained in accordance with Riverbed's specifications, documentation, recommendations and/or instructions, (c) has its serial number removed or altered, or (d) is damaged (including by electrical power surges), mishandled, or treated with abuse, negligence or other improper treatment (including use outside the recommended environment or in violation of the Agreement); (2) where the problem relates to Customer's or a third party's network, systems, hardware, software, or other problem beyond



the reasonable control of Riverbed; (3) where the problem relates to any combination or use with any open source software or other unsupported software or hardware provided by Riverbed or one of its affiliates, including any software made available via Riverbed's Community website at community.riverbed.com, via GitHub, or via any other software hosting website, or (4) to any geographic location or to any customers in violation of applicable laws or regulations. Customer acknowledges and agrees that Riverbed's ability to provide Support Services is dependent on Customer and/or the reseller, distributor or service partner from whom Customer purchased the Support Services timely providing accurate Product installation location information, and any failure to do so may impact Riverbed's ability to provide the Support Services. Remote access to the Products on Customer's network may be required to diagnose or resolve a Support problem, and Riverbed is not responsible for any failure or delay in resolving a problem to the extent caused by Customer's failure to provide such access. Without limiting the foregoing, Riverbed is not responsible for any Product replacement or repair delays caused by Riverbed's compliance with applicable export/import laws and regulations. Riverbed's obligations under any Support Service plan with respect to any Product are conditioned on Riverbed's receipt of the applicable annual Support Services fee. Riverbed retains ownership of any intellectual property resulting from Support Services. If, with respect to a particular Product, there is a lapse in Support Services, any subsequent purchase of Support Services will be deemed purchased retroactive to the later of (x) the date on which any prior Support Services period concluded or (y) the date on which the particular Product was purchased ("**Lapsed Support Period**"), and Customer shall pay (i) all applicable Support Services fees for such Lapsed Support Period, which amount will be based on the level of Support that Customer requests to purchase for such Products on a go-forward basis; plus (ii) a [Reinstatement Fee](#).

13. Miscellaneous

- a. In the event of an RMA from a location outside of the US, upon request from Riverbed, Customer shall provide to Riverbed the original import documentation for that unit. If Customer has Gold-level Support and Customer's ship to location (a) is not in an EU country or (b) is in a location where Riverbed does not have an in-country logistics center, then in any such case Customer shall be the importer of record for a replacement part shipment and the exporter of record for the return of the defective part. If Customer has Gold Plus or Platinum-level Support and Customer's ship to location (a) is not in an EU country or (b) is in a location where Riverbed does not have an in-country logistics center, then in any such case Customer shall be the exporter of record for the return of the defective part.
- b. Riverbed, in its sole discretion, may continue to make available for purchase limited technical support after a product has reached its End-of-Support life ("**Extended Support**"). Riverbed's sale of Extended Support after a product's End-of-Support date, the sale does not change Riverbed's previously announced End-of-Availability or End-of-Support dates for such product. If Customer purchases any Extended Support services, the applicable terms and conditions set forth at www.riverbed.com/serviceterms will apply to such services.
- c. Riverbed, in its sole discretion, may make available Enhanced Support Program benefits to qualifying Platinum Support Services customers. To the extent that a Platinum Support Services customer qualifies for the Customer Success Program, the applicable terms and conditions set forth at www.riverbed.com/serviceterms will apply.
- d. Riverbed's sole obligation and liability and Customer's sole remedy hereunder is for the service and repair of Products covered by a then-current Support Services plan as set forth in this document. Riverbed has no further obligation or liability beyond such service and repair. NOTWITHSTANDING ANYTHING ELSE IN THIS DOCUMENT OR OTHERWISE, WITH RESPECT TO ANY SUBJECT MATTER OF THIS DOCUMENT OR UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, (A) NEITHER RIVERBED NOR ANY OF ITS AFFILIATES OR SUPPLIERS IS LIABLE FOR (I) ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS, (II) COST OF COVER OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, OR (III) LOSS OR CORRUPTION OF DATA, INTERRUPTION OF USE, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM CUSTOMER'S USE OF ANY PRODUCT, AND (B) THE AGGREGATE LIABILITY OF RIVERBED AND ITS AFFILIATES AND SUPPLIERS WILL NOT EXCEED THE AGGREGATE FEES RECEIVED BY RIVERBED FOR THE APPLICABLE SUPPORT SERVICES THAT GAVE RISE TO THE CLAIM IN THE TWELVE MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE. THE FOREGOING LIMITATION IS CUMULATIVE, WITH ALL CLAIMS BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF RIVERBED IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY OF A PERSON. NEITHER RIVERBED NOR ANY OF ITS AFFILIATES IS LIABLE FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL OR FOR ANY ALLOCATION OF PRODUCTS BETWEEN ITS CUSTOMERS IN THE EVENT OF A SHORTAGE.
- e. Except as expressly provided below, a Support Services plan is not transferable to any other Product or to any third party, including in connection with Product title transfers between Customer and any third party. Customer shall not transfer any Support Service plan between any Products or to any third party without Riverbed's prior written consent. Notwithstanding the foregoing, a Support Service plan cannot be transferred from one Product to provide coverage on another Product unless the transfer is in connection with an authorized RMA replacement, and provided further that Support Service plans may be transferred to a "Spare" or "Cold Spare" from a fully supported Product as set forth in the Additional Use Rights. Riverbed shall exercise reasonable efforts to meet its obligations hereunder, but will not be liable or in default under a Support Service plan for any failure or delay in delivering materials or furnishing services to the extent such failure or delay is caused by Customer. Unless otherwise expressly indicated, "including" (and other variations thereof) means, as applicable, "including but not limited to".



Exhibit 2

DATA PROCESSING ADDENDUM

1. **DEFINITIONS.** Any capitalized term used but not defined in this Data Processing Addendum (“DPA”) has the meaning provided to it in the Agreement.

(a) **“Adequate Jurisdiction”** means the UK, EEA, or a country, territory, specified sector or international organization which ensures an adequate level of protection for the rights and freedoms of Data Subjects in relation to the Processing of Personal Data, as set out in: (i) with respect to Personal Data relating to Data Subjects in the EEA, a decision of the European Commission; and/or (ii) with respect to Personal Data relating to Data Subjects in the UK, the UK Data Protection Act 2018 or regulations made by the UK Secretary of State under the UK Data Protection Act 2018.

(b) **“Affiliate”** means any legal entity that controls, is controlled by, or is under common control with a party.

(c) **“Applicable Data Protection Law”** means data protection and privacy laws and regulations, including without limitation the GDPR and CCPA, applicable to the Processing of Customer Personal Data under the Agreement.

(d) **“CCPA”** means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations.

(e) **“Controller”** means the entity which determines the purposes and means of the Processing of Personal Data.

(f) **“Customer”** means the applicable customer, buyer, or licensee specified in the Agreement.

(g) **“Customer Personal Data”** means the Personal Data Processed by Riverbed on behalf of the Customer in connection with the provision of the Services, as further described in Schedule 2.

(h) **“Data Breach”** means any breach of Riverbed’s security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data on systems managed by or otherwise controlled by Riverbed. “Data Breaches” will not include unsuccessful attempts or activities that do not compromise the security of Customer Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

(i) **“Data Subject”** means an identified or identifiable natural person to whom Personal Data relates.

(j) **“DPA Effective Date”** means the effective date of the Agreement.

(k) **“GDPR”** means Regulation (EU) 2016/679 (“**EU GDPR**”) or, where applicable, the “**UK GDPR**” as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the UK European Union (Withdrawal) Act 2018.

(l) **“Member State”** means a member state of the EEA, being a member state of the European Union, Iceland, Norway, or Liechtenstein.

(m) **“Permitted Affiliate”** means any of Customer’s Affiliates that (i) are permitted to use the Services pursuant to the Agreement, but have not entered into a separate agreement with Riverbed and are not a “Customer” as defined under the Agreement, and (ii) qualify as a Controller of Customer Personal Data Processed by Riverbed.

(n) **“Personal Data”** means any information relating to an identified or identifiable natural person and includes similarly defined terms in Applicable Data Protection Laws.

(o) **“Processing”** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(p) **“Processor”** means the entity which Processes Personal Data on behalf of the Controller.

(q) **“Riverbed”** means the applicable member of the Riverbed Group that is party to the Agreement.

(r) **“Riverbed Group”** means Riverbed Technology, Inc. and its Affiliates.

(s) **“Services”** means Riverbed’s generally available: (i) Cloud Services; (ii) Support; or (iii) Professional Services as described in the applicable Service Documentation or SOW provided by Riverbed to Customer pursuant to the Agreement.

(t) **“Standard Contractual Clauses”** means Module Two (Controller to Processor) of the Standard Contractual Clauses for the transfer of Personal Data to third countries annexed to Commission Implementing Decision (EU) 2021/914.

(u) **“Subprocessor”** means a Processor appointed by a member of the Riverbed Group to Process Customer Personal Data.

2. **PROCESSING OF CUSTOMER PERSONAL DATA.**

(a) **Relationship of the Parties.** The parties agree and acknowledge that with respect to the Processing of Customer Personal Data, Riverbed acts as a Processor and Customer acts as a Controller.

(b) **Processing Details.** Schedule 1 (Details of Processing) of this DPA describes the nature and purpose of the Processing, the Processing activities, the duration of the Processing, the types of Personal Data and categories of Data Subjects.

(c) **Instructions for Data Processing.** Riverbed will Process Customer Personal Data only in accordance with Customer’s instructions as set forth in the Agreement and this DPA and as otherwise agreed in writing between the parties. Customer will ensure that its instructions comply with Applicable Data Protection Law. Riverbed will inform Customer if it becomes aware, or reasonably believes, that Customer’s instructions violate Applicable Data Protection Law. To the extent that any of Customer’s additional instructions fall outside the scope of the Agreement or this DPA, any such instructions will be agreed to between the parties in writing, including any additional fees that may be payable by Customer to Riverbed for the performance of such additional instructions. Riverbed may also Process Customer Personal Data where required by applicable law, in which case Riverbed will, to the extent permitted by such applicable law, inform Customer of such legal requirement prior to Processing Customer Personal Data.

(d) **Compliance.** Customer represents and warrants that: (i) it has provided all applicable notices to Data Subjects and, to the extent required, obtained consent from Data Subjects in each case as required for the lawful Processing of Customer Personal Data in accordance with the Agreement and this DPA; and (ii) it has complied and will continue to comply with Applicable Data Protection Law.



3. SECURITY.

(a) Riverbed has implemented and will maintain the technical and organizational security measures as set out in Schedule 2 (“**Security Measures**”). 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 Personal Data by Riverbed under this DPA. Riverbed will publish updated Security Measures at www.riverbed.com/privacy.

(b) Riverbed will ensure that (i) Riverbed’s access to Personal Data is limited to those personnel who require such access to deliver the Services in accordance with the Agreement and (ii) all Riverbed personnel authorized to Process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(c) Customer is responsible for reviewing the Security Measures that Riverbed makes available and independently determining that the Security Measures are appropriate to ensure the security of Customer Personal Data and otherwise consistent with Customer’s obligations under Applicable Data Protection Law.

4. CERTIFICATIONS AND AUDITS. Subject to appropriate confidentiality obligations:

(a) **Certifications.** Where available and upon Customer’s request, Riverbed will provide Customer or Customer’s authorized representatives certifications, attestations, reports or extracts thereof from third parties or other suitable certifications to demonstrate Riverbed’s compliance with Applicable Data Protection Law and the terms of this DPA.

(b) **Audits.** Customer and/or Customer’s authorized representatives may audit Riverbed’s Service delivery centers and Security Measures relevant to the Customer Personal Data Processed by Riverbed only if: (i) Riverbed notifies Customer of a Data Breach; (ii) an audit is required by Customer’s data protection authority; or (iii) where required by Applicable Data Protection Law or the Standard Contractual Clauses (where the GDPR is applicable) and provided that Customer may only audit once in any 12 month period unless Applicable Data Protection Law requires more frequent audits. Customer will provide at least 60 days advance notice of any audit (by contacting rvbd-privacy@riverbed.com) unless Applicable Data Protection Law or a competent data protection authority requires shorter notice. Prior to beginning any audit, Riverbed and Customer will mutually agree upon the reasonable start date, scope and duration of and security and confidentiality controls applicable to the audit in addition to allocation of costs between the parties. Riverbed may object in writing to an auditor appointed by Customer to conduct any audit if the auditor is, in Riverbed’s reasonable opinion, not suitably qualified or independent or a competitor of Riverbed. The scope of any audit will not require Riverbed to disclose to Customer or Customer’s authorized representatives, or to allow Customer or Customer’s authorized representatives to access: (1) any data or information of any other Riverbed customer; (2) any Riverbed internal accounting or financial information; (3) any Riverbed trade secret; or (4) any information that, in Riverbed’s reasonable opinion could: (a) compromise the security of Riverbed’s systems or premises; or (b) cause Riverbed to breach its obligations under Applicable Data Protection Law or Riverbed’s security, confidentiality and/or privacy obligations to any other Riverbed customer or any third party.

5. SUBPROCESSORS.

(a) **General Authorization.** Customer grants Riverbed general authorization to engage Subprocessors from an agreed list; the list of Subprocessors is set out at www.riverbed.com/legal/subprocessors.html (“**Subprocessors List**”). When engaging any Subprocessor, Riverbed will: (i) ensure that any Subprocessor accesses Customer Personal Data only as necessary to perform the Services in accordance with the Agreement and this DPA; (ii) impose contractual data protection obligations to protect Customer Personal Data in accordance with the standard required by Applicable Data Protection Law; and (iii) remain liable for any breach of this DPA that is caused by any act, error or omission of its Subprocessors.

(b) **Updates.** Riverbed will inform Customer in advance of any proposed additions or replacements to the Subprocessors it uses to Process Customer Personal Data, including any information reasonably necessary to enable Customer to assess the Subprocessor and exercise its right to object, by posting to Riverbed’s Subprocessors List, or by email, or in other written form.

(c) **Objection Right.** If Customer objects to Riverbed’s use of a new Subprocessor (including when, where applicable, exercising its right to object under clause 9(a) of the Standard Contractual Clauses), it will provide Riverbed with: (i) written notice of the objection within 30 days after Riverbed has provided notice to Customer as described in Section 5(b) above; and (ii) documentary evidence that reasonably shows that the new Subprocessor does not or cannot comply with the requirements in this DPA (an “**Objection**”). If Customer does not provide Riverbed with a notice of Objection within this 30 day period, Customer is deemed to have accepted the new Subprocessor. In the event of an Objection, Riverbed will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer’s configuration or use of the Services to avoid Processing of Customer Personal Data by the objected-to new Subprocessor without unreasonably burdening Customer. If Riverbed is unable to make available such change within a reasonable time period, which will not exceed 30 days, Customer may terminate the applicable Agreement with respect to only those Services which cannot be provided by Riverbed without the use of the objected-to new Subprocessor by providing not less than 30 days’ written notice to Riverbed. This termination right is Customer’s sole and exclusive remedy if Customer objects to any new Subprocessor.

6. INTERNATIONAL PROCESSING.

(a) **Cross Border Transfers.** Customer Personal Data that Riverbed Processes on Customer’s behalf may be transferred to, and stored and Processed in, the United States or any other country in which the Riverbed Group or its Subprocessors maintain facilities. Customer appoints Riverbed to perform any such transfer of Customer Personal Data to any such country and to store and Process Personal Data in order to provide the Services as permitted under Applicable Data Protection Law.

(b) **Standard Contractual Clauses.** To the extent Customer’s use of the Services involves any transfers of Customer Personal Data falling within the scope of the GDPR from Customer (as data exporter) to Riverbed (as data importer), then the terms set forth in Schedule 3 will apply.

7. COOPERATION.

(a) **Data Subject Rights.** Upon Customer’s request, Riverbed will provide reasonable additional and timely assistance to assist Customer in complying with its data protection obligations with respect to Data Subject rights under Applicable Data Protection Law. If Riverbed receives a request from a Data Subject in relation to the Processing of Customer Personal Data hereunder, Riverbed will promptly notify Customer and will not respond to such request itself but instead ask the Data Subject to redirect its request to Customer.

(b) **Impact Assessments and Consultations.** Upon Customer’s request, Riverbed will provide reasonable cooperation to Customer in connection with any data protection impact assessment or consultations with regulatory authorities that may be required in accordance with Applicable Data Protection Law.



(c) **Third Party Requests.** If Riverbed receives a request to retain, disclose or otherwise Process Customer Personal Data from a third party, including law enforcement or a government entity ("**Third Party Request**"), then Riverbed, where possible, will refer the Third Party Request to Customer. If Riverbed cannot redirect the Third Party Request to Customer, Riverbed will, to the extent legally permitted, use reasonable efforts to notify Customer prior to responding to the Third Party Request so that Customer may seek appropriate legal remedies.

8. **DATA BREACHES.** Riverbed will notify Customer without undue delay after becoming aware of any Data Breach and provide reasonable information in its possession to assist Customer to meet Customer's obligations to report a Data Breach as required under Applicable Data Protection Law. Riverbed may provide such information in phases as it becomes available. Riverbed's notification of or response to a Data Breach under this Section 8 will not be construed as an acknowledgement by Riverbed of any fault or liability with respect to the Data Breach.

9. **DURATION AND TERMINATION.** Following the expiration or termination of the Agreement, Riverbed will:

(a) If requested to do so by Customer within 30 days of such expiration or termination: (i) make Customer Personal Data available to Customer for export or download for a period not to exceed 60 days (where the Service includes such a self-service feature); or (ii) in the absence of such a self-service feature, return Customer Personal Data by secure file transfer in such a format as mutually agreed by Customer and Riverbed; and

(b) Other than any Customer Personal Data retained by Riverbed after termination or expiry of the Agreement in accordance with Applicable Data Protection Law, delete Customer Personal Data Processed by Riverbed within a reasonable time period in line with Applicable Data Protection Law.

10. **PERMITTED AFFILIATES.** Riverbed's obligations set forth in this DPA will also extend to Permitted Affiliates subject to the following conditions:

(a) Customer warrants it is duly authorized to enter into this DPA for and on behalf of any such Customer Affiliates; each Customer Affiliate will be bound by the terms of this DPA as they were the Customer. For the avoidance of doubt, a Permitted Affiliate is not and does not become party to the Agreement and is only a party to the DPA. All access and use of the Services by Permitted Affiliates must comply with the terms and conditions of the Agreement and any violation of the Agreement by a Permitted Affiliate will be deemed a violation by Customer.

(b) Customer will remain responsible for coordinating all communication with Riverbed under this DPA and be entitled to make and receive any communications in relation to this DPA on behalf of its Permitted Affiliates.

(c) Except where Applicable Data Protection Law requires the Permitted Affiliate to exercise a right or seek any remedy under this DPA against Riverbed directly by itself, the parties agree that (i) Customer will exercise any such right or any such remedy on behalf of the Permitted Affiliate, and (ii) Customer will exercise any such rights under this DPA not separately for each Permitted Affiliate individually but in a combined manner for itself and all of its Authorized Affiliates together.

LIST OF SCHEDULES

Schedule 1: Details of Processing

Schedule 2: Technical and Organizational Measures

Schedule 3: Cross Border Data Transfer Mechanisms



SCHEDULE 1
DETAILS OF PROCESSING

1. Categories of data subjects

Customer's end users (i.e., employees and individuals permitted to access and use the Services on Customer's behalf)

2. Categories of personal data

(a) Cloud Services

Aternity

- Full name: as defined in corporate LDAP of the end user accessing the device (e.g., Jane Doe)
- Username: of the end user signed into the device's operating system (e.g., jdoe)
- Email: email address of the currently logged-in end user (e.g., jane.doe@aternity.com)
- Title: as defined in corporate LDAP of the end user currently logged into the device (e.g., VP, Sales)
- Role: role descriptions defined by Customer (e.g., Sale Management)
- Department: as defined in the corporate LDAP of the end user or device (e.g., Sales)
- Office: Customer-defined office location where end user is currently logged into device (e.g., Cambridge Office)
- Location: Customer-defined location from which end user is currently logged into device (e.g., Cambridge, MA)
- IP address: of (i) Windows/Mac device connected to Aternity or (ii) WiFi connection of the mobile device connected via WiFi
- Device name / hostname: the computer name or hostname (e.g., ADFC123_PC)
- Client device name: hostname of the device connected to a VDI or virtual application server (e.g., AFRC123_PC)

SaaS Accelerator

- Full name
- Email
- Username
- IP address
- Mobile number (if Customer enables multi-factor authentication)
- Digital image (if Customer enables Microsoft Teams and Microsoft Stream functionality)

(b) Support

- Business contact details (name, email address and phone number) of the individual requesting Support
- IP address
- Troubleshooting Files (meaning text, video or images files provided to Riverbed by Customer in its discretion)

(c) Professional Services

- As defined in the applicable Service Documentation or SOW

3. Special categories of personal data

N/A

4. Frequency of the transfer

(a) Cloud Services

Transfers will be made on a continuous basis

(b) Support

Transfers will be made on a one-off basis when Customer submits a support case

(c) Professional Services

Transfers may be made on a continuous and/or one-off basis subject to the applicable Service Documentation or SOW

5. Subject matter of the processing

Riverbed will Process Customer Personal Data as necessary to provide the Services under the Agreement.

6. Nature of the processing

(a) Cloud Services

Use and other Processing activities (including collection, transmission, storage) of Customer Personal Data to provide, maintain and update the Cloud Services

(b) Support

Use and other Processing activities (including collection, transmission, storage) of Customer Personal Data to provide end user maintenance and support services to Customer

(c) Professional Services

Use and other Processing activities (including collection, transmission, storage) of Customer Personal Data to deliver Professional Services as described in the applicable Service Documentation or SOW



7. Purpose(s) of the data transfer and further processing

(a) Cloud Services

Riverbed's provision and support of the Cloud Services as described in the Agreement

(b) Support

Riverbed's provision of end user maintenance and supports services for Products as described in the Agreement

(c) Professional Services

Riverbed's provision of training, consulting, implementation and other professional services as described in the applicable Service Documentation or SOW

8. Duration

Subject to Section 9 of the DPA, Riverbed will Process Customer Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

9. Subprocessors

As described at www.riverbed.com/legal/subprocessors.html



SCHEDULE 2
TECHNICAL AND ORGANIZATIONAL MEASURES

<i>Measures for pseudonymization and encryption of personal data</i>	<p>Please refer to the applicable Security Measures described at www.riverbed.com/privacy.</p>
<i>Measures for ensuring the ongoing confidentiality, integrity, availability and resilience of processing systems and services</i>	
<i>Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident</i>	
<i>Measures for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of processing</i>	
<i>Additional technical and organizational measures</i>	
<i>Measures to be taken to assist with the fulfillment of data subject requests</i>	
<i>For transfers to subprocessors, the measures to be taken by the subprocessor to assist the data exporter</i>	<p>When Riverbed engages a Subprocessor under Section 5 of this DPA, Riverbed and the Subprocessor enter into an agreement with data protection obligations no less stringent to those contained in this DPA, including implementing technical and organizational measures to protect Personal Data.</p>



SCHEDULE 3

CROSS BORDER DATA TRANSFER MECHANISMS

1. Subject to Sections 2 and 3 below, the parties agree that the Standard Contractual Clauses will apply to Customer Personal Data that is transferred via the Services from a Member State, the UK or Switzerland, either directly or via onward transfer, to any country or recipient outside of a Member State, the UK or Switzerland that is not an Adequate Jurisdiction. For Customer Personal Data transfers from a Member State, the UK or Switzerland that are subject to the Standard Contractual Clauses, the Standard Contractual Clauses will be deemed entered into (and incorporated into this DPA by this reference) and completed as follows:

- (a) In clause 7, the optional docking clause will not apply;
- (b) In clause 8.9, any audits will be carried out in accordance with Section 4(b) of this DPA;
- (c) In clause 9, Option 2 (*General written authorization*) will apply and the time period for prior notice of subprocessor changes will be as set forth in Section 5(b) of this DPA;
- (d) In clause 11, the optional language will not apply;
- (e) In clause 17 (Option 1), the Standard Contractual Clauses will be governed by Dutch law;
- (f) In clause 18(b), disputes will be resolved before the courts of the Netherlands;
- (g) Annex I.A will be deemed to incorporate the information below:
 - Data Exporter: Customer
 - Contact Details: The email address(es) designated by Customer in Customer's account via its notification preferences.
 - Data Exporter Role: The Data Exporter's role is set forth in Section 2(a) (Relationship of the Parties) of this DPA.
 - Data Importer: Riverbed provides the Services as defined under the applicable Agreement entered into by the Data Exporter.
 - Contact Details: rvbd-privacy@riverbed.com
 - Data Importer Role: The Data Importer's role is set forth in Section 2(a) (Relationship of the Parties) of this DPA.
- (h) Annex I.B (*Description of Transfer*) will be deemed to incorporate the information in Schedule 1 (Details of Processing);
- (i) Annex I.C (*Competent Supervisory Authority*) will be deemed to refer to the Dutch Data Protection Authority;
- (j) Annex II (*Technical and Organizational Measures*) will be deemed to incorporate the information in Schedule 2 (Technical and Organizational Measures).

2. With respect to any transfers of Customer Personal Data falling within the scope of the UK GDPR from the Customer (as data exporter) to Riverbed (as data importer):

- (a) neither the Standard Contractual Clauses nor the DPA will be interpreted in a way that conflicts with rights and obligations provided for in any laws relating to data protection, the Processing of Personal Data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018 (together, the "**UK Data Protection Laws**");
- (b) the Standard Contractual Clauses are deemed to be amended to the extent necessary so they operate: (i) for transfers made by the Controller to the Processor, to the extent that UK Data Protection Laws apply to the Controller's Processing when making that transfer; and (ii) to provide appropriate safeguards for the transfers in accordance with Article 46 of the UK GDPR;
- (c) the amendments referred to in Section 2(b) above include (without limitation) the following:
 - (i) references to "Regulation (EU) 2016/679" or "that Regulation" are replaced by "UK GDPR" and references to specific Article(s) of "Regulation (EU) 2016/679" are replaced with the equivalent Article of the UK GDPR;
 - (ii) references to Regulation (EU) 2018/1725 are removed;
 - (iii) references to the "Union", "EU" and "EU Member State" are all replaced with the "UK";
 - (iv) the "competent supervisory authority" will be the Information Commissioner;
 - (v) clause 17 of the Standard Contractual Clauses is replaced with the following:

"*These Clauses are governed by the laws of England and Wales*";
 - (vi) clause 18 of the Standard Contractual Clauses is replaced with the following:

"*Any dispute arising from these Clauses will be resolved by the courts of England and Wales. A Data Subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The parties agree to submit themselves to the jurisdiction of such courts*";
 - (vii) any footnotes to the Standard Contractual Clauses are deleted in their entirety.

3. With respect to any transfers of Customer Personal Data falling within the scope of the Swiss Federal Act on Data Protection from the Customer (as data exporter) to Riverbed (as data importer):

- (a) neither the Standard Contractual Clauses nor the DPA will be interpreted in a way that conflicts with rights and obligations provided for in any laws relating to data protection, the Processing of Personal Data, privacy and/or electronic communications in force from time to time in Switzerland, including the Swiss Federal Act on Data Protection ("**Swiss Data Protection Laws**");



(b) the Standard Contractual Clauses are deemed to be amended to the extent necessary so they operate: (i) for transfers made by the Controller to the Processor, to the extent that Swiss Data Protection Laws apply to the Controller's Processing when making that transfer; and (ii) to provide appropriate safeguards for such transfers;

(c) the amendments referred to in Section 3(b) above include (without limitation) the following:

(i) references to "Regulation (EU) 2016/679" or "that Regulation" are replaced by "Swiss Data Protection Laws";

(ii) references to Regulation (EU) 2018/1725 are removed;

(iii) references to the "Union", "EU" and "EU Member State" are all replaced with the "Switzerland";

(iv) the "competent supervisory authority" will be the Swiss Federal Data Protection and Information Commissioner;

(v) clause 17 of the Standard Contractual Clauses is replaced with the following:

"These Clauses are governed by the laws of Switzerland";

(vi) clause 18 of the Standard Contractual Clauses is replaced with the following:

"Any dispute arising from these Clauses will be resolved by the courts of Switzerland. A Data Subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in Switzerland. The parties agree to submit themselves to the jurisdiction of such courts";

(vii) any footnotes to the Standard Contractual Clauses are deleted in their entirety.

Without prejudice to the generality of clause 5 of the Standard Contractual Clauses, in the event of any conflict between the Agreement, this DPA and the Standard Contractual Clauses, the following order of precedence will apply: (1) the Standard Contractual Clauses (or, with respect to transfers of Customer Personal Data subject to the UK GDPR, the Standard Contractual Clauses as amended by Section 2(c) above; (2) the main body of this DPA; the Agreement.



Exhibit 3 PRIVACY POLICY

This Riverbed Products & Services Privacy Policy (“**Product Privacy Policy**”) explains how Riverbed Technology, Inc. and its affiliates (“**Riverbed**”, “**we**”, “**us**”, or “**our**”) collect, use and share information, including Personal Data (as defined below), from our customers and their users (collectively, “**customer**”, “**user**”, “**you**” and “**your**”) in connection their purchase and/or use of certain Riverbed products and services (“**Products**”). “**Personal Data**” means information relating to an identified or identifiable individual, including, for example, your first and last name, email address, and phone number.

This Product Privacy Policy does not cover:

- Personal Data processed pursuant to Riverbed’s [General Privacy Policy](#), such as Personal Data collected through Riverbed’s websites (such as www.riverbed.com and www.riverbedlab.com), feedback and surveys, the sales and contracting process, and both online and offline sales and marketing activities.
- Personal Data processed pursuant to our [EU Applicant and Candidate Privacy Policy](#) or [California Applicant Notice](#) when an individual applies for a position with Riverbed through our website or otherwise.

This Product Privacy Policy may be supplemented by other disclosures contained within or in connection with the provision of Riverbed Products which may describe in more detail our data collection, use and sharing practices.

If you have any questions about this Product Privacy Policy, please contact us at rvbd-privacy@riverbed.com.

1 What Information We Collect

We collect information about you when you deploy, use, or interact with the Products as further described below.

1.1 Information You Provide to Riverbed

1.1.1 Administrative Data

We collect Personal Data directly from our customers and their users to administer and/or manage Riverbed’s delivery of the Products and associated customer accounts (“**Administrative Data**”). Depending on the context, Administrative Data may include:

- Contact details such as first name, last name, email address, job title, company name, company address and phone number
- Usernames and passwords

1.1.2 Customer Data

Customers and their users may provide information and data in connection with their use of our Products for processing by Riverbed on behalf of such customers (“**Customer Data**”). Riverbed processes Customer Data as detailed further in Section 2.2 of this Product Privacy Policy.

1.1.3 Support Data

“**Support Data**” means information that Riverbed collects when a customer submits a request for support services or other troubleshooting. Support Data includes the following types of data:

- “**TAC Support Data**”: when you designate yourself as a technical support contact, submitting a support case, speak to one of support representatives directly or otherwise engage with our support team, you will be asked to provide:
 - Business contact details (name, email address and phone number of the individual requesting support)
 - Customer name and location
 - Problem definition: a summary of the issue you are experiencing
 - Serial number, software version, model name and IP address information
- “**Troubleshooting Files**” meaning text, video or image files provided to Riverbed by customer in connection with a support case. Riverbed does not intentionally collect or process Personal Data via Troubleshooting Files; however, unsolicited Personal Data may be contained in Troubleshooting Files. Troubleshooting Files generally contain technical information such as device configuration, product identification numbers, serial numbers, host names, device IP/MAC addresses, sysinfo (CPU and disk usage), interface health, etc.

1.2 Data Collected via Riverbed Products

In connection with the provision of the Products, Riverbed collects information and data from certain Products and related customer systems, applications and devices that are used to access the Product, which may include the types of data described below, as well as statistical, aggregated data (“**Usage Data**”). Limited Personal Data may also be collected such as filenames, file paths, machine names, and device IP/MAC addresses. Depending on the Product, Usage Data may include the following types of data:

- Configuration data: technical data about how a customer has configured the Product and related environment, including device hostname, software version, features enabled/disabled
- Performance data: performance data relates to how the Product is performing, such as the specific TCP ports seen by an appliance and how those perform, and a basic understanding of the applications used in a customer environment
- Environmental data: how the Product is deployed, including CPU, memory and disk metrics, interface statistics, and public source IP address
- Product logs: logs automatically generated by the Product recording system events and state during the operation of the Product

Customer administrators may disable our collection of certain types of Usage Data as set forth in the applicable Product documentation.

2 How We Use the Information



2.1 How We Use Administrative Data

Riverbed uses Administrative Data for the following purposes:

- To deliver and provide the Products, including provisioning the Products, access management and authentication.
- To administer customer accounts and similar Product-related activities, including sending product updates (including software releases, end-of-sale and end-of-support updates), subscription expirations, general support announcements, security alerts and other administrative messages.
- To confirm compliance with licensing and other contractual obligations.
- To enhance and personalize how Products are presented to you.

2.2 How We Use Customer Data

Customer Data is subject to the restrictions set forth in the applicable Product documentation and the underlying agreement between Riverbed and its customer (“**Customer Agreement**”). Our processing of Personal Data within Customer Data is governed by the Customer Agreement and the applicable executed data protection addendum, and Riverbed has no direct control or ownership of any Personal Data contained within Customer Data. If Personal Data pertaining to you as an individual has been submitted as part of Customer Data by or on behalf of a customer and you have questions about how such Personal Data is handled, please contact the Riverbed customer (i.e. your employer or organization) directly.

2.3 How We Use Support Data

Riverbed uses Support Data for the following purposes:

- To contact users in relation to a specific support request.
- To respond to and troubleshoot a support case.
- To provide remote access support.
- To analyze Troubleshooting Files.
- To resolve a support case, and to repair and improve the Products.

2.4 How We Use Usage Data

Riverbed uses Usage Data for the following purposes:

- To maintain the stability and performance of our Products.
- To confirm compliance with licensing and other contractual obligations.
- To improve the Products, including identifying trends, usage and activity patterns and analyzing our customers use of certain features and/or configurations to improve and develop similar features, inform product roadmap and prioritize future feature and product development.
- To improve resolution of support cases and provide proactive support, including providing support recommendations to improve general Product health and to use Products more effectively, gaining a better understanding of a customer’s Product configuration and environment to contextualize specific support cases.
- To help keep our Products secure, including verifying accounts and activity, and to investigate, prevent and response to potential or actual security incidents, fraud and/or other illegal activities.
- To deliver performance insights to customers, including recommendations to customers and users regarding their use of the Products, industry benchmarking and comparative performance metrics.
- To better understand and analyze how our customers use the Products in order to increase customer engagement and adoption of the Products.
- To enhance sales conversations with existing customers by providing Riverbed account teams with greater context and background regarding how customers deploy Products and utilize features.

2.5 Legal Bases for Processing

If you are a European Economic Area (EEA) resident, Riverbed relies on the following legal bases to collect and process Personal Data under applicable EU data protection laws:

- **Contract performance:** where processing is necessary to perform a contract with you (i.e. to provide the Products); or
- **Legitimate interests:** to satisfy a legitimate interest (which is not overridden by your data protection interests), such as to improve the Products and enhance customer experience or to maintain and secure the Products; or
- **Legal obligation:** where Riverbed has a legal obligation to process your Personal Data (for example, when responding to public and government authorities, courts or regulators in accordance with our legal obligations under applicable laws); or
- **Consent:** where you have consented to the use of your Personal Data for a specific purpose.

3 How We Share Your Information

We may share information collected under this Product Privacy Policy with third parties as follows:

- **Riverbed Affiliates:** we share information with other Riverbed corporate affiliates in order to provide the Products (including support), operate and improve the Products and to offer other Riverbed affiliated services to you.



- **Service Providers:** we contract with third-party service providers to provide services on our behalf. Examples include service providers who provide assistance with hosting, infrastructure, technical support and customer service. If a service provider needs access to Personal Data to perform services on our behalf (each, a “**Subprocessor**”), then such Subprocessor will be subject to data protection and security obligations at least as stringent as Riverbed’s under the Customer Agreement and/or applicable executed data processing addendum, as applicable. A list of Riverbed’s current Subprocessors is available [here](#).
- **Riverbed Partners:** we have an extensive network of third-party partners who provide consulting, support, and other services and technology based on the Products. We may share information with these partners to effectively deliver unified support and other offerings and partners will only be permitted to use such information as permitted under this Product Privacy Policy and are not allowed to use this information for non-Riverbed purposes.
- **Corporate Transactions:** we may share or transfer information we collect under this Product Privacy Policy in connection with a merger, reorganization, dissolution, corporate reorganization, acquisition of all or portion of our business by or to another company or similar event.
- **Compelled Disclosure:** in response to a request for information if we reasonably believe disclosure is necessary to comply with any applicable law, regulation, legal process or governmental request, including to meet national security requirements.
- **Protection of Riverbed and Others:** we may disclose information where we reasonably believe that use or disclosure is necessary to protect the rights, property, or safety of Riverbed, its customers, users and others.
- **With your consent:** we may share information with third parties when you provide consent and/or in accordance with a customer’s instructions.

4 Riverbed as a Data Processor

We may also process Personal Data submitted by or for a customer to our Products (for example, as described in Section 2.2 above). In such circumstances, Riverbed processes such Personal Data as a data processor on behalf of our customer who is the data controller of the Personal Data. We are not responsible for and have no control over the privacy and data security practices of our customers, which may differ from those explained in this Product Privacy Policy. If Personal Data pertaining to you as an individual has been submitted by or on behalf of a customer and you have questions about how such Personal Data is handled, please contact the Riverbed customer (i.e. your employer or organization) directly. We will work with customers to respond to such queries as further detailed in Section 6.2.2 below.

5 International Transfers

We collect information globally and such information, including Personal Data, may be transferred, stored and processed by us and our service providers, partners and affiliates in the United States and other countries throughout the world. When we transfer Personal Data out of the EEA, we make use of legally approved transfer mechanisms to safeguard such transfers. In relation to Riverbed’s role as a data processor, our [Data Processing Addendum](#) incorporates the European Commission’s Standard Contractual Clauses, which apply to any transfers of Personal Data.

6 Your Privacy Rights for Personal Data

6.1 Data Subject Rights

You may have certain rights relating to your Personal Data depending on the applicable local data protection laws (“**Data Subject Rights**”).

6.1.1 Data Subject Rights for EEA & UK persons

If you are a person located in the European Economic Area (EEA) or the United Kingdom, you have certain rights relating to your Personal Data under EU data protection laws that include:

- Right to access Personal Data
- Right to rectify inaccurate or incomplete Personal Data
- Right to erase/delete Personal Data
- Right to restrict processing of Personal Data
- Right to data portability of Personal Data
- Right to object to processing of Personal Data
- Not to be subject to a decision based solely on automated processing (Riverbed does not currently engage in any automated processing)
- Right to withdraw consent (when processing of Personal Data is based on consent)

6.1.2 Data Subject Rights for California Residents

Please refer to Riverbed’s [CCPA Notice](#) for information about your rights under the CCPA.

6.2 How To Exercise your Data Subject Rights

6.2.1 When Riverbed acts as a data controller (or business owner)

When Riverbed acts as a data controller, you can exercise your Data Subject Rights by submitting a request [here](#). We will review your request and respond in accordance with applicable law. To protect your privacy and security, we may take steps to verify your identity before complying with the request.

6.2.2 When Riverbed acts as a data processor (or service provider)

As described above, we may also process Personal Data submitted by or for a customer of our Products. In such cases, when Riverbed acts as a data processor, processing such Personal Data on behalf of the customer (the data controller), individuals who seek to exercise their Data Subject Rights should direct their query to the applicable customer (the data controller). We will work with customers to respond to such queries as outlined in our [Data Processing Addendum](#).



7 Retention of Personal Data

Riverbed retains Personal Data collected in connection with the Products as needed to fulfill the purposes for which it was collected (see Section 2 above) or as long as required to fulfill our legal obligations (subject to any retention obligations in the applicable Customer Agreement).

8 Security of Personal Data

Riverbed maintains appropriate technical and organizational measures, including administrative, physical, and technical safeguards to protect the Personal Data we use and process from unauthorized access, use, modification, or disclosure. Please be aware that no security measures can wholly eliminate security risks associated with the storage and transmission of Personal Data. You are responsible for protecting your usernames and passwords; if customers use our on-premise appliances and software, then responsibility for securing storage and access to the information you submit to such products rests with you and not Riverbed.

9 Contacting Riverbed

Questions regarding this Product Privacy Policy and Riverbed's privacy practices can be directed to Riverbed's Privacy Team by emailing rvbd-privacy@riverbed.com.