



LEGACY STEELCENTRAL ATERNITY/APPINTERNALS PRODUCTS

On July 15, 2019, Riverbed Technology, Inc. (“**Riverbed**”) announced the formation of a new Aternity division to capitalize on the tremendous growth opportunities in Digital Experience Management (DEM) and drive greater focus and agility. As part of this evolution, the Aternity division began operating as Aternity LLC (“**Aternity**”) effective January 7, 2020. For Riverbed SteelCentral Aternity and SteelCentral AppInternals customers who previously purchased SteelCentral Aternity and/or SteelCentral AppInternals products from Riverbed (“**Legacy SteelCentral Aternity/AppInternals Products**”), license and/or use of such Legacy SteelCentral Aternity/AppInternals Products is governed by the applicable end customer terms (available at www.riverbed.com/license) in effect at the time of purchase and/or license and the additional terms set forth below.

1. Please click [here](#) for additional terms and conditions applicable to SteelCentral Aternity Products that are required by Oracle Israel Ltd. and/or its affiliates.
2. The following additional terms apply to SteelCentral Aternity for Partners Service Toolkits when Customer is a Riverbed authorized channel partner (“**Partner**”):

Partner may purchase a SteelCentral Aternity for Partners Service Toolkit (“**Aternity Toolkit**”) for use in connection with a services engagement for a single end customer. Partner shall identify the end customer for each Aternity Toolkit on the applicable order or as otherwise reasonably requested by Riverbed. The licenses (also known as end points) included with the Aternity Toolkits may only be installed on the designated end customer’s devices. Partner shall not use any instance of Aternity Toolkit software (including any licenses) on behalf of more than one end customer. Partner must retain all Aternity Toolkit software licenses and shall not resell or transfer any such licenses to any end customer or other third party. Partner shall ensure that the end customer agrees to use the Aternity Toolkit subject to the terms and conditions of Riverbed’s customer agreement located at www.riverbed.com/license; Partner shall remain responsible for end customers’ compliance with the Riverbed customer agreement. Partner is responsible for providing the first level of support for the Aternity Toolkit to its end customers, including determining if the issue relates to the Aternity Toolkit software, collecting the end customer’s contact information, and collecting the serial number or license key number for any Aternity Toolkit software that requires support. If the issue is a support issue caused by an Aternity Toolkit, Partner shall escalate to Riverbed and provide the above information and hand off the call to Riverbed support. Partner shall stay on the call until the support issue is resolved. Partner shall ensure that its end customers do not contact Riverbed directly for support.

3. The following additional terms apply to SteelCentral AppInternals:

Any collectors included with any SteelCentral AppInternals software may only be controlled using such software.

Oracle JDBC drivers are included in certain versions of SteelCentral AppInternals. Oracle America, Inc. (“**Oracle**”) is a third party beneficiary of the Agreement solely with respect to such Oracle JDBC drivers. Oracle provides the Oracle JDBC drivers “AS IS” without warranty of any kind provided that the foregoing does not limit any express warranties provided by Riverbed under the Agreement. Oracle’s entire liability for damages under the Agreement will not exceed US \$1,000.

4. The following additional terms apply to SteelCentral AppInternals Console and SteelCentral AppInternals Collectors:

The total number of concurrent executions of SteelCentral AppInternals Console is limited to the number of licenses granted to Customer, except that the number of concurrent executions that may be accessed by an authorized user through a web interface is unlimited. The total number of concurrent executions of SteelCentral AppInternals Collectors is limited to the number of licenses granted to Customer.

5. The following additional terms apply to Application-Specific licenses for SteelCentral AppInternals:

If Customer has purchased an Application-Specific license for SteelCentral AppInternals, then Customer may only use SteelCentral AppInternals with the application that is specified in Customer’s quote or other ordering documentation. Customer shall not use any other application with SteelCentral AppInternals without Riverbed’s prior written consent.

6. The following additional terms apply to SteelCentral ApplInternals, SteelCentral Aternity, and SteelCentral Agent License Units:

SteelCentral Agent License Units (also known as SteelCentral end points or agents) are Cloud Service-only licenses that may be deployed at Customer's option for use with both SteelCentral ApplInternals Cloud Service versions and SteelCentral Aternity Cloud Service versions. Information regarding the allocation and deployment of SteelCentral Agent License Units for use with SteelCentral ApplInternals Cloud Service versions and SteelCentral Aternity Cloud Service versions is set forth in the applicable product documentation. If Customer has existing SteelCentral Aternity SaaS licenses, such licenses will be automatically converted to SteelCentral Agent License Units and the applicable terms set forth herein will apply to such licenses.

If Customer elects to use SteelCentral Agent License Units with the SteelCentral Aternity Cloud Service, all terms and conditions in these Additional Use Rights and the Agreement applicable to SteelCentral Aternity will apply to the SteelCentral Agent License Units. If Customer elects to use SteelCentral Agent License Units with the SteelCentral ApplInternals Cloud Service, all terms and conditions in these Additional Use Rights and the Agreement applicable to SteelCentral ApplInternals will apply to the SteelCentral Agent License Units. If Customer has previously entered into an Agreement for SteelCentral Aternity with Riverbed that does not include license terms for SteelCentral ApplInternals, by using any SteelCentral Agent License Units with the SteelCentral ApplInternals Cloud Service, Customer acknowledges and agrees that Riverbed's applicable customer terms located at www.riverbed.com/license will apply to the SteelCentral ApplInternals Cloud Service and is incorporated into Customer's Agreement by this reference.

Notwithstanding the foregoing, SteelCentral Agent License Units cannot be used with the on premise deployments (which includes any on premise versions that are outsourced to a third party other than Riverbed to the extent permitted by a Customer's Agreement) of SteelCentral Aternity and/or SteelCentral ApplInternals as further described below. Licenses (also known as agents or end points) included with SteelCentral ApplInternals on premise deployments and SteelCentral Aternity on premise deployments may only be used with the product with which such licenses were originally included unless otherwise agreed by Riverbed; Customer shall not transfer and/or mix any licenses between (a) any on premise deployments, and (b) on premise deployments and Cloud Service deployments without Riverbed's prior written consent in each instance. Without limiting the foregoing, (i) licenses provided with SteelCentral ApplInternals on premise deployments cannot be used with SteelCentral Aternity on premise deployments and/or SteelCentral Cloud Services, (b) licenses provided with SteelCentral Aternity on premise deployments cannot be used with SteelCentral ApplInternals on premise deployments and/or SteelCentral Cloud Services, and (c) licenses provided with SteelCentral Aternity SaaS cannot be used with SteelCentral ApplInternals on premise deployments and/or SteelCentral Aternity on premise deployments, in each case without Riverbed's prior written consent.

If Customer wishes to transition agents between on premise deployments and versions of products as made available through Cloud Services, Customer should contact their applicable Riverbed representative for more information.