MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT® WINDOWS SERVER® 2008 R2 FOR EMBEDDED SYSTEMS STANDARD EDITION x32 and x64 (5 CAL VERSION) WAN OPTIMIZATION PRODUCTS

These license terms are an agreement between you and Riverbed. Please read them. They apply to the software included on this server. The software also includes any separate media on which you received the software.

The software on this device includes software licensed from Microsoft Corporation or its affiliate.

The terms also apply to any Microsoft

- updates,

- supplements,

- Internet-based services, and

- support services

for this software, unless other terms accompany those items. If so, those terms apply. If you obtain updates or supplements directly from Microsoft, then Microsoft, and not Riverbed, licenses those to you.

This software does not transmit personally identifiable information from your server to Microsoft Corporation computer systems without your consent.

By using the software, you accept these terms. If you do not accept them, do not use the software.

As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.

If you comply with these license terms, you have the rights below.

1. USE RIGHTS.

    – *Server Software.* Server software provides functions or services on this server. You may install, use, access, display and run only one copy of server software on this server. Components of the server software may only be used on this server.

    – *Device Software.* Device software allows a device (other than this server) to access or use the server software. You may install and use the device software on any device solely to access or use the server software.

    – *Maximum Throughput and End User Limit.* You may use the server software with up to the Maximum Throughput and/or the Total TCP Connections as indicated in the Riverbed device model specifications on which You are running the server software.

2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. **Specific Use**. Riverbed designed this server for a specific use. You may only use the software for that use.

    You may not use the software to support additional software programs or functions, other than

    - software used exclusively for managing other devices in the same physical remote or branch office location as the server, including software used for data protection, security, monitoring, software distribution, or to otherwise improve the operational efficiency of the managed devices

    - utilities or similar software used solely for administration, performance enhancement and/or preventative maintenance of this server

b. **Client Access Licenses ("CALs")**. These license terms include 5 CALs unless a higher number of CALs is indicated on the Certificate of Authenticity for the server software. Please select the number of Windows User CALs and Windows Device CALs (not to exceed a combined total of 5 or such higher number) and write them in the spaces provided below. No CALs are valid until those spaces are completed. You may not change them once completed.

    ___ Windows User CALs

    ___ Windows Device CALs

The software licensing model consists of an operating system license and incremental CALs. The total cost for the software scales with usage.

Windows Server 2008 Client Access License ("Windows CAL") Requirements. In addition to the license for the server software, you must acquire a Windows CAL for each individual person ("User") or device that accesses or uses the server software, whether directly or through a Multiplexing Service. A "Multiplexing Service" is a software application or service accessing or using the server software at the request of a User or device. For example, a Windows CAL is required for each User or device that uses any of the following services of the server software:

- authentication services (when user or application credentials are exchanged between the server software and a User or device),

- file services (accessing or managing files or disk storage),

- printing services (printing to a printer managed by the server software), or

- remote access service (accessing the server from a remote location through a communications link, including a virtual private network).

You do not need to acquire a Windows CAL for any User or device that accesses the server software solely through the Internet and is not authenticated by the server software or a Multiplexing Service.

Types of Windows CALs.

– "Windows Device CAL" permits one device (used by any User) to access or use the server software.

– "Windows User CAL" permits one User (using any device) to access or use the server software.

You may use a mix of Windows Device CALs and Windows User CALs at the same time with the server software.

Windows CAL Licensing Modes. You may use Windows CALs with the server software in either "Per Device or Per User" or "Per Server" mode.

(i) In Per Device or Per User mode, a Windows CAL is required for each device or User that accesses server software on the Server. If you choose Per Device or Per User mode, the choice is permanent.

You may reassign a Windows CAL from one device to another device, or from one User to another User, if the reassignment is made

(A) permanently away from the one device or User, or

(B) temporarily to accommodate the use of the Windows CAL by a loaner device while a permanent device is out of service, or the use of the Window CAL by a temporary worker while a regular employee is absent.

If the server software is not used in Per Device or Per User mode, the server software is deployed in Per Server mode.

(ii) In Per Server mode, the maximum number of devices and Users that may at the same time access server software installed on this server equals the number of Windows CALs (of either type) that you acquire and designate for use exclusively with this server. You have the one-time right to change your use of the server software from Per Server mode to Per Device or Per User mode. If you do so, you may apply the same number of Windows CALs you acquired for use in Per Server mode in Per Device or Per User mode instead.

Terminal Server Client Access License ("TS CAL") Requirements. In addition to a Windows CAL, if you wish to conduct a Windows Session, you must acquire a TS CAL for each User or device. A "Windows Session" means a session during which the server software hosts a graphical user interface on a device.

Types of TS CALs.

– "TS Device CAL" permits one device (used by any User) to conduct Windows Sessions on the Server.

– "TS User CAL" permits one User (using any device) to conduct Windows Sessions on the Server.

You may use a mix of TS Device CALs and TS User CALs at the same time with the server software.

TS CAL Licensing Modes

    (i)   In Per Device or Per User mode, a separate TS CAL is required for each device or User that accesses server software on the Server.

          You may reassign a TS CAL from one device to another device, or from one User to another User, if the reassignment is made

          (A) permanently away from the one device or User, or

          (B) temporarily to accommodate the use of the TS CAL by a loaner device while a permanent device is out of service, or the use of the TS CAL by a temporary worker while a regular employee is absent.

    (ii) Windows Sessions are not allowed in Per Server mode.

Premium Windows Server Services. New software functions ("Premium Services") may be available for use with this software. These Premium Services may be provided under additional license terms. Additional access license fees may apply if you install and use these Premium Services.

Additional CAL Requirements.

    (i)   Single Licensee. Only you can use Windows CALs, TS CALs, and any future Premium Services CALs with server software.

    (ii) Version Matching. Each required CAL must be version Windows Server 2008 or a later version.

    (iii) Administration. Up to 2 Users or devices may access or use the server software at the same time, without acquiring any CALs, solely for administration of the server software. You do not need a TS CAL when attaching to or mirroring the single Console Session. The "Console Session" is the Windows Session that is conducted through the designated primary keyboard and display device (or similar peripherals).

3.   **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Riverbed and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that allow you to use it only in certain ways. For more information, see the software documentation or contact Riverbed. Except and only to the extent permitted by applicable law despite these limitations, you may not:

- work around any technical limitations in the software;

- reverse engineer, decompile or disassemble the software;

- make more copies of the software than specified in this agreement;

- publish the software for others to copy;

- rent, lease or lend the software; or

- use the software for commercial software hosting services.

Except as expressly provided in this agreement, rights to access the software on this server do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access this server.

You may use remote access technologies in the software such as Remote to access the software remotely from another device. You are responsible for obtaining any licenses required for use of these protocols to access other software.

- **COMPONENT DATA STORAGE**. The software may contain components that use Microsoft SQL Server Desktop Engine ("MSDE") or Microsoft SQL Server Express. Only those software components may use MSDE or Microsoft SQL Server Express.

- **INTERNET-BASED SERVICES**. Microsoft provides Internet-based services with the software. Microsoft may change or cancel them at any time.

    a. **Consent for Internet-Based Services**. The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, visit

http://www.microsoft.com/windowsxp/downloads/updates/sp2/docs/privacy.mspx.

By using these features, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you.

b. **Computer Information.** The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

- *Digital Certificates.* The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. The software retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.

- *Auto Root Update.* The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.

- *Windows Media Digital Rights Management.* Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.

c. **Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

- **BENCHMARK TESTING.** The software may contain the Microsoft .NET Framework. You may conduct internal benchmark testing of the .NET Framework component of the software (".NET Component"). You may disclose the results of any benchmark test of the .NET Component, if you comply with the following terms:

(1) you must disclose all the information necessary for replication of the tests;

(2) you must disclose the date(s) when you did the benchmark tests and version information for all Microsoft software products tested;

(3) your benchmark testing was performed in accordance with the product documentation and/or Microsoft's support Web sites, and uses the latest updates, patches, and fixes available for the .NET Component and the relevant Microsoft operating system;

(4) it is sufficient if you make the disclosures at a publicly available location such as a Web site, so long as a public disclosure of the results of your benchmark test expressly identifies the public site containing all required disclosures; and

(5) nothing in this provision shall be deemed to waive any other right that you may have to conduct benchmark testing.

The above terms shall not apply to your disclosure of any customized benchmark test of the .NET Component, if a prospective customer makes such disclosure under confidentiality in conjunction with a bid request. If you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the .NET Component, provided it complies with the same conditions above.

- **NOTICES ABOUT THE MPEG-4 VISUAL STANDARD.** The software may include MPEG-4 visual decoding technology. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i)

GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

If you have questions about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, CO 80206; www.mpegla.com.

- **LINKS TO THIRD PARTY SITES.** The use of the software may provide you with the ability to link to third party sites. The third party sites are not under the control of Microsoft Corporation or its affiliates. If the software provides links to third party sites, those links are provided to you only as a convenience, and the inclusion of any link does not imply an endorsement of the third party site by Microsoft Corporation or its affiliates.

- **SECONDARY BOOT AND RECOVERY COPIES OF THE SOFTWARE.**

   Secondary Boot Copy. If a secondary boot copy of the server software is installed on the Server, you may access, boot from, display and run it solely in the event of a failure, malfunction, or corruption of the primary operating copy of the server software, and only until the primary operating copy has been repaired or reinstalled. You are not licensed to boot from and use both the primary operating copy and the secondary boot copy of the server software at the same time.

   Recovery Copy. You may use recovery copy solely to repair or reinstall the server software on the Server.

- **APPROVED ADDITIONAL TEXT IF EMBEDDED SYSTEM IS AUTHORIZED TO BE LEASED UNDER THE OEM LICENSE AGREEMENT: LEASED HARDWARE**. If you lease the Server from Riverbed, the following additional terms shall apply: (i) you may not transfer the software to another user as part of the transfer of the Server, whether or not a permanent transfer of the software with the Server is otherwise allowed in these license terms; (ii) your rights to any software upgrades shall be determined by the lease you signed for the Server; and (iii) you may not use the software after your lease terminates, unless you purchase the Server from Riverbed.

- **NO RENTAL.** You may not rent, lease, lend, or provide commercial hosting services with the SOFTWARE.

4. **PRODUCT SUPPORT**. Contact Riverbed for support options. Refer to the support number provided with the device. Any support sold by Riverbed on Microsoft products shall be provided in accordance with Riverbed's then-current support and maintenance terms, set forth at www.riverbed.com/supportservicedescription. Notwithstanding the foregoing, You acknowledge that Microsoft's products are third-party products for which Riverbed does not have the software source code and therefore cannot fix or resolve any software bugs or other problems with the Microsoft software, and Microsoft has not committed to Riverbed to provide any support on Microsoft software. In addition, Riverbed may not provide the same response time and escalation for Microsoft software issues that is does for Riverbed products. However, Riverbed shall endeavor to determine if a support problem is attributed to a Microsoft or Riverbed product.

5. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software on the device. You must keep an update or recovery image if it was delivered on separate media. Once an update is installed, You may use the update on its original media as a Recovery Image.

6. **PROOF OF LICENSE.** If you acquired the software on the device, or on a disc or other media, a genuine Certificate of Authenticity label with a genuine copy of the software identifies licensed software. To be valid, this label must be affixed to the device, or included on or in Riverbed's software packaging. If you receive the label separately, it is not valid. You should keep the label on the device or packaging to prove that you are licensed to use the software. To identify genuine Microsoft software, see http://www.howtotell.com.

7. **TRANSFER TO A THIRD PARTY**. If Riverbed consents to Your transfer of your Riverbed device, You may transfer the software only with the device, the Certificate of Authenticity label, and these license terms directly to a third party. Before the transfer, that party must agree that these license terms apply to the transfer and use of the software. You may not retain any copies of the software including the backup copy.

8. **NOT FAULT TOLERANT. The software is not fault tolerant. Riverbed installed the software on the device and is responsible for how it operates on the device.**

9. **RESTRICTED USE.** The Microsoft software was designed for systems that do not require fail-safe performance. You may not use the Microsoft software in any device or system in which a malfunction of the software would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems and air traffic control.

10. **NO WARRANTIES FOR THE SOFTWARE. The software is provided "as is". You bear all risks of using it. Microsoft gives no express warranties, guarantees or conditions. Any warranties you receive regarding the device or the software do not originate from, and are not binding on, Microsoft or its affiliates. When allowed by your local laws, Riverbed and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement.**

11. **LIABILITY LIMITATIONS. You can recover from Riverbed, Microsoft and its affiliates only direct damages up to two hundred fifty U.S. Dollars (U.S. $250.00), or equivalent in local currency. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.**

    This limitation applies to:

    •   **anything related to the software, services, content (including code) on third party internet sites, or third party programs, and**

    •   **claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.**

    It also applies even if Riverbed and/or Microsoft should have been aware of the possibility of the damages. The above limitation may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

12. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.