



AUTHORIZED CHANNEL PARTNER NFR DEMO PRODUCT TERMS AND CONDITIONS

These Authorized Channel Partner NFR Demo Product Terms & Conditions (“**NFR Demo Terms**”) set forth the terms and conditions that govern the NFR Demo Products (as defined below) that are made available by Riverbed Technology LLC and/or any of its affiliates, as applicable (“**Riverbed**”) and supplement the terms of your applicable distributor, reseller, service provider, systems integrator, or other channel partner agreement (“**Agreement**”). Any references to “Partner” below mean the applicable channel partner that has entered into the Agreement with Riverbed and is placing an order for NFR Demo Products. “**NFR Demo Product**” means a hardware Product (including any software embedded therein) designated as an NFR Demo Product at the time of sale to Partner by Riverbed or an authorized Riverbed distributor. NFR Demo Products are subject to the additional restrictions set forth in these NFR Demo Terms. Riverbed limits the number of NFR Demo Products that may be purchased by Partner (see your Agreement or contact your channel partner representative for more details). Partner may use NFR Demo Products subject to these NFR Demo Terms and the terms of the applicable Riverbed license agreement which accompanies a Product and governs the use of such Product, located at www.riverbed.com/license (“**EULA**”) solely for internal testing and demonstration purposes. Partner shall not use any NFR Demo Product in a production environment (including in connection with a paid POC or other revenue generating services), or resell or transfer any NFR Demo Product to any third party. Any use by Partner contrary to the foregoing is prohibited; if Partner does use a NFR Demo Product in a manner contrary to the foregoing, then in addition to any other remedies that may be available to Riverbed, Partner shall promptly pay Riverbed the difference between the then-current list price of such Product and the price paid for the applicable NFR Demo Product (if any). All NFR Demo Products are provided “AS IS” without any warranties or indemnities of any kind. Riverbed shall provide to Partner complementary Gold-level Support on any NFR Demo Product purchased by Partner for a period commencing on the date of shipment of such NFR Demo Product by Riverbed and continuing until the one (1) year anniversary thereof. Partner may purchase Support renewals for NFR Demo Products at the applicable discounts set forth in the Agreement (if any) and/or as otherwise agreed in writing with Riverbed. For terms and conditions governing Riverbed NFR software-only Products, please refer to the EULA at www.riverbed.com/license. These NFR Demo Terms are incorporated by reference into the Agreement and any breach of these NFR Demo Terms will be deemed a breach by Partner of the Agreement. Any capitalized terms used in these NFR Demo Terms, but not defined, will have the meanings attributed to such terms in the Agreement. In the event of a conflict between the terms of these NFR Demo Terms and the terms of the remainder of the Agreement, the terms of these NFR Demo Terms will control solely with respect to NFR Demo Products, unless otherwise mutually agreed upon by the parties in a separate written agreement.