riverbed

EXTENDED SUPPORT TERMS & CONDITIONS

These Extended Support Terms & Conditions ("Extended Support Terms") set forth the terms and conditions that govern the Extended Support (as defined below) that are made available by Riverbed Technology, Inc. and/or any of its affiliates, as applicable ("Riverbed"). These Extended Support Terms supplement the applicable purchase, services, or other agreement or document that references these Extended Support Terms ("Agreement"). Any references to "Customer" below mean the applicable customer that is placing an Order for Extended Support either directly from Riverbed or indirectly through one of Riverbed's authorized channel partners. All capitalized terms used in these Extended Support Terms, but not defined herein, will have the meanings attributed to such terms in the Agreement.

1. Extended Support.

- (a) Subject to Customer's compliance with all the terms of these Extended Support Terms and payment of the applicable fees, Riverbed shall use reasonable efforts to provide Extended Support as set forth in Section 1(b) below. For clarity, Riverbed is not obligated to deliver any Extended Support unless Riverbed has received and accepted a written purchase order (submitted by Customer directly to Riverbed or placed indirectly by Customer through a Riverbed authorized channel partner) for such Extended Support. Without limiting the foregoing, Customer acknowledges and agrees that (i) Customer's purchase of Products (including any Support plans) is covered under one or more separate agreements, (ii) Customer is not granted any rights in or to any Product or any entitlement to receive any Support services under these Extended Support Terms, and (iii) no purchase of any Products, Support or other services is contingent upon the provision of any Extended Support hereunder. Riverbed may subcontract its obligations under these Extended Support Terms, provided that Riverbed shall remain responsible for its obligations under these Extended Support Terms.
- (b) Extended Support provides Customer with limited technical support after a Product has reached End-of-Support (as defined in Riverbed's End of Life Policy at www.riverbed.com/supportpolicy). Extended Support is limited to technical support by the following methods: World Wide Web, email and telephone. Such technical 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.

Riverbed may provide Customer with continued access (via an authorized account) to Riverbed's Support website (<u>support.riverbed.com</u>). As part of Extended Support, Riverbed may make available the following through its Support web site: (x) Documentation for Products; (y) issuing trouble reports identified by Customer; and/or (z) issuing suggestions for enhancements. Customer may contact Support directly 7x24 via telephone at 1-888-RVBD-TAC (1-888-782-3822) or 1-415-247-7381.

- (c) Extended Support does not include any software maintenance, updates, hardware replacement services or Support. For the avoidance of doubt, Riverbed is not obligated to provide Customer with: (i) any maintenance, releases, updates or upgrades to Product software; and/or (ii) hardware replacement services, as part of Extended Support. To the extent that any maintenance releases, updates, or upgrades and/or hardware replacement services are made available by Riverbed, in it sole discretion, for Customer's Products that are covered by a then-current Extended Support contract, the provision of such does not modify Riverbed's obligations under these Extended Support Terms. All features of Extended Support are offered over the applicable contract term only and may not be used after such contract term has expired.
- 2. **Customer Responsibilities**. Customer should ensure that any support liaison working with the Extended Support technical team is properly trained in the operation and usage of the Products; Riverbed is not obligated to provide Extended 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. Upon request, Customer will provide access for online diagnostics of the Products during error diagnosis. Remote access to the Products on Customer's network may be required to provide Extended Support, and Riverbed is not responsible for any failure or delay in providing Extended Support to the extent caused by Customer's failure to provide such access.
- 3. **General**. These Extended Support Terms 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. An Extended Support plan is not transferable to any third party, including in connection with Product title transfers between Customer and any third party. Customer shall not transfer any Extended Support plan to any third party without Riverbed's prior written consent. Unless otherwise expressly indicated, "including" (and other variations thereof) means, as applicable, "including but not limited to".