



WEBSITE TERMS OF USE

Last revised on December 2, 2024

1. Acceptance of Terms

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BY ACCESSING OR USING THE SITE, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE SITE OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS OR USE THE SITE.

2. Modification of Terms

Riverbed reserves the right to modify these Terms at any time without prior notice. Riverbed will post the effective date of these Terms above. Your continued use of the Site after the effective date constitutes your acceptance of any changes.

3. Intellectual Property

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4. Restrictions

Your access to and use of the Site is subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website, product, or service; (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (e) you shall not attempt to bypass or circumvent any measures employed to prevent or restrict access to any portion of the Site, including, without limitation, any features that prevent or restrict use or copying of any content or enforce limitations on use of the Site or the content therein. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof.

5. User Accounts

If you create an account on the Site, you are responsible for maintaining the confidentiality of your account information and are fully responsible for all activities that occur under your account. You agree to immediately notify Riverbed of any suspected unauthorized use of your account or any other breach of security.



6. Your Content

You are solely responsible for all content you post, contribute, link to, or otherwise upload to the Site (“**Your Content**”), and you release Riverbed from any liability arising from your use of the Site. You represent and warrant that Your Content and your use of the Site will not: (i) infringe upon the intellectual property, proprietary, publicity, or privacy rights of any third party; (ii) violate any applicable law, statute, ordinance, or regulation; or (iii) include material that is harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, or otherwise objectionable. While Riverbed is not obligated to monitor content posted on the Site, it reserves the right, in its sole discretion, to remove any content at any time for any reason. You acknowledge that Riverbed may retain copies of Your Content as necessary to comply with legal or regulatory requirements, even after removal or deletion from the Site. By posting Your Content on the Site, you grant Riverbed a worldwide, royalty-free, perpetual, irrevocable, sublicensable license to use, reproduce, modify, adapt, publish, translate, distribute, publicly display, and create derivative works from Your Content in any media, now known or later developed, for any purpose consistent with Riverbed’s business need

7. Feedback

If you provide Riverbed with any feedback or suggestions regarding the Site or any of the products or services offered on the Site (“**Feedback**”), you hereby assign to Riverbed all rights, title, and interest in such Feedback and agree that Riverbed shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate and without any obligation to you. You acknowledge and agree that any Feedback provided is non-confidential and non-proprietary. You further agree not to provide any information in your Feedback that you consider confidential or proprietary.

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10. Other Policies

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11. General Disclaimer

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13. Indemnification

You agree to indemnify and hold Riverbed, its officers, employees, and agents harmless from and defend against any claims, demands, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Site, (b) your violation of these Terms, or (c) your violation of any applicable laws or regulations. Riverbed reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with Riverbed's defense of such claims. You further agree not to settle any matter without Riverbed's prior written consent. Riverbed will use reasonable efforts to notify you of any claim, action, or proceeding upon becoming aware of it.

14. Links to Third-Party Websites

The Site may contain links to third-party websites. Accessing any Internet website linked from this Site is at your own risk. Riverbed is not responsible for the accuracy, availability, or reliability of any information, goods, data, opinions, advice, or statements made available on these websites. Accordingly, Riverbed is not liable for any damage or loss caused or alleged to be caused by your use of or reliance on such third-party websites. These links are provided for your convenience only, and their inclusion does not constitute an endorsement or recommendation by Riverbed.

15. Export

The Site may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Riverbed, or any products utilizing such data, in violation of United States or foreign export laws or regulations.

16. International Users

The Site is controlled, operated, and administered by Riverbed from our offices within the USA. If you access the Site from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Site Content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.



17. Miscellaneous

Riverbed may terminate or suspend access to the Site immediately, without prior notice or liability, if you breach any of these terms or conditions or for any other reason. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable. These Terms are not assignable, transferable or sublicensable by you except with Riverbed's prior written consent. These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles. These Terms constitute the entire agreement between you and Riverbed regarding the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site. No agency, partnership, joint venture, or employment is created as a result of these Terms, and you do not have any authority of any kind to bind Riverbed in any respect whatsoever.

End of Terms and Conditions