



Supplemental Terms and Conditions Professional Services

These supplemental terms and conditions ("Supplement") shall apply to the provision of Professional Services by Riverbed Technology ("Riverbed") to Customer and supplements Riverbed's Standard Terms and Conditions of Sale and License located at www.riverbed.com/termsandconditions with respect to such services or other executed agreement between Riverbed and Customer that references this Supplement (collectively "Agreement"). Riverbed will use reasonable commercial efforts to provide professional services ("Professional Services") in accordance with and subject to the terms set forth in this Supplement.

1. The Professional Services to be provided are described in the Order, on Riverbed's website at http://www.riverbed.com/us/products/professional_services/, or on a mutually executed Statement of Work. Professional Services may consist of installation, consulting, training or other professional services as mutually agreed upon.

2. Professional Services will be deemed completed by Riverbed upon the sooner of (i) for Professional Services (A) billed on a time and materials (T&M) basis, once each applicable hour or day has been delivered, or (B) billed at a fixed price ("FP"), upon delivery of the Professional Services, provided that if Riverbed has partially completed a FP Professional Service and Riverbed is not able to complete the FP Professional Service due to Customer's failure to schedule completion of the FP Professional Services within the later of (x) ninety (90) days after Customer purchased the FP Professional Service or (y) thirty (30) days after the originally agreed upon completion date for the FP Professional Service, such FP Professional Services shall be deemed delivered, or (ii) mutual agreement by the parties. Regardless of how such Professional Services are billed, Customer shall confirm the completion of all Professional Services to Riverbed in writing within two (2) business days of any such completion; if Customer fails to provide written notice to Riverbed of Riverbed's failure to complete the Professional Services as required within five (5) business days of Riverbed's written request to confirm completion, Customer waives any right to later claim that Riverbed did not complete the Professional Services. If Customer purchases three (3) or more days of T&M services on an Order, such T&M services must be scheduled in minimum increments of three (3) consecutive days unless otherwise approved in advance by Riverbed. If Customer cancels or attempts to reschedule delivery of Professional Services within three (3) business days of a confirmed delivery date, Riverbed may either accept the rescheduling or cancellation request or invoice Customer in full for the cancelled Professional Services. Professional Services invoiced and paid but not completed within twelve (12) months of the order will be deemed accepted unless otherwise approved by Riverbed in writing. Training classes that are not completed within six (6) months of the applicable Order for such classes will be deemed completed and delivered unless otherwise approved by Riverbed in writing. If Customer cancels or attempts to reschedule delivery of Training classes within one (1) week of a confirmed delivery date, Riverbed may either accept the rescheduling or cancellation request or invoice Customer in full for the cancelled Training class.

3. Riverbed training may also be offered on a subscription basis. Upon receipt of an Order for a subscription to online training services, Riverbed will provide an activation code valid for a defined subscription period. The subscription period of the online learning services starts upon delivery of the activation code. Such online training services are consumed on a monthly basis regardless of whether student uses the activation code to log into the system. Riverbed will invoice for the entire subscription period upon acceptance of an Order. Such subscriptions will be automatically renewed for additional subscription periods of the same term as the initial subscription unless Riverbed receives notice of termination in writing prior to the end of the then current subscription term.

4. Customer agrees to pay Riverbed for the Professional Services in accordance with the rates set forth on the Order. Customer shall pay each Riverbed invoice within thirty (30) days of the date of the invoice. Professional Services will be invoiced upon acceptance of the Order, provided that upon written request by Customer, T&M services will be invoiced as delivered. Training services may be invoiced upon completion of the training class or, in Riverbed's discretion, upon acceptance of the Order. Riverbed can cancel a purchase order for Professional Services at any time. For Professional Services billed on a T&M basis, a "day" shall be defined as eight (8) hours during the regular business hours 7:00 AM to 7:00 PM local time, Monday through Friday, of a single day. Travel and other expenses that are incurred in connection with the Professional Services may either be quoted by Riverbed and paid by Customer on a fixed fee basis, or upon submission of an invoice detailing actual expenses, reimbursed by Customer. Any travel and hotel arrangements that are not included in the fixed fee are to be made by Riverbed in consultation with Customer. Orders received without travel and expenses line items will be delivered remotely unless otherwise approved by Riverbed in writing.

5. In the event of termination of a Professional Service Order, (i) Customer shall pay Riverbed all amounts due or accrued as of such termination; (ii) Customer will return to Riverbed all Confidential Information (as defined below) and other Materials (as defined below) of Riverbed; (iii) the following sections will survive: 2 to 8, and (iv) any accrued rights of Riverbed to payments and remedies for breach shall remain in effect. Neither party shall incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination of this Agreement by such party which complies with the terms of the Agreement whether or not such party is aware of any such damage, loss or expenses.

6. As between the parties, Riverbed shall own all right, title and interest in and to, including all intellectual property rights with respect to any (i) work product, ideas or information resulting from or arising during performance of this Agreement; (ii) derivatives, enhancements or modifications of Riverbed's products or services, and (iii) other materials including all data, applications, software, information, equipment, know-how, methodologies or processes supplied or developed by Riverbed (collectively, (i), (ii) and (iii) shall be deemed "Materials"), provided that Customer shall retain ownership of all tangible Customer data or applications that in either case are supplied or developed solely by Customer and are set forth in writing by Customer and agreed to by Riverbed. To the extent, if any, that ownership of the Materials does not automatically vest in Riverbed by virtue of this Agreement or otherwise, Customer hereby (i) transfers and assigns to Riverbed all right, title and interest in and to the Materials without further consideration and (ii) waives all moral rights in or to all Materials. Riverbed makes no assignment of any sort to Customer under this Agreement.

7. Riverbed may subcontract its obligations under this Agreement, provided that Riverbed shall remain responsible for its obligations under this Agreement. For all purposes under this Agreement, each party shall be and act as an independent contractor of the other and shall not bind nor attempt to bind the other to any contract. If the Services are provided at Customer's facilities, Riverbed agrees to comply with Customer's reasonable policies that apply to onsite service providers, provided such policies are provided to and agreed to by Riverbed in writing in advance. The parties acknowledge and agree that Customer's purchase of Riverbed's products (including any support plans) has been separately provided for, and such purchase is not contingent upon the provision of any Professional Services hereunder.



8. Riverbed warrants to Customer that the Professional Services will be provided in a professional manner in accordance with generally accepted industry standards. Except for the foregoing warranty, ALL PROFESSIONAL SERVICES ARE PROVIDED AS IS AND RIVERBED DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. NOTWITHSTANDING ANYTHING ELSE HEREIN OR IN RIVERBED'S STANDARD TERMS AND CONDITIONS OF SALE AND LICENSE, RIVERBED WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS SUPPLEMENT OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS THAT ARE IN EXCESS OF THE AGGREGATE AMOUNT ACTUALLY PAID TO RIVERBED UNDER THIS SUPPLEMENT FOR PROFESSIONAL SERVICES. CUSTOMER SHALL, UNDER NO CIRCUMSTANCES, BE ENTITLED TO A REFUND OF ANY FEES PAID FOR PRODUCTS OR SUPPORT SERVICES OR OF FEES PAID UNDER ANY OTHER AGREEMENT OUTSIDE OF THIS SUPPLEMENT.