



## XIRRUS HARDWARE WARRANTY TERMS

These Xirus Hardware Warranty Terms (“**Warranty Terms**”) set forth additional warranty terms that apply only to the Xirus Products identified in the table below, that are sold, licensed or made available by Riverbed Technology, Inc. and/or any of its affiliates, as applicable (“**Riverbed**”). These Warranty Terms supplement the terms of the applicable purchase, license or other agreement that references these Warranty Terms (“**Agreement**”). Any references to “**Customer**” below mean the applicable customer, buyer, or licensee specified in the Agreement.

### 1. Definitions.

(a) “**Limited Lifetime Warranty**” means a warranty period commencing on the date of original shipment by Riverbed of the applicable Xirus Product and ending on the five year anniversary of Riverbed’s end of availability date for the applicable Xirus Product as set forth in Riverbed’s end of sale policy located at [www.riverbed.com/supportpolicy](http://www.riverbed.com/supportpolicy).

(b) “**Limited Warranty**” means a warranty period commencing on the date of original shipment by Riverbed of the applicable Xirus Product and ending on the five year anniversary thereof.

(c) “**Support**” means Riverbed’s then-current generally available end user maintenance and support services as described at [www.riverbed.com/supportservicedescription](http://www.riverbed.com/supportservicedescription).

(d) “**Warranty Period**” means either the Limited Lifetime Warranty or the Limited Warranty as applicable to a particular Xirus Product.

(e) “**Xirus Products**” means, collectively, the Xirus products identified in the table below. Xirus Products are eligible for either the Limited Lifetime Warranty or the Limited Warranty as set forth in the table below. Any product not listed in the table below is not eligible for the warranties set forth in these Warranty Terms and is subject to the applicable warranty terms set forth in the Agreement.

Xirus Products Eligible for Limited Lifetime Warranty	Xirus Products Eligible for Limited Warranty
X2-120	XR-520H
XR-320	XR-1230H
XR-520	XR-2425H
XR-620	XH2-120
XR-630	XR-1xxx product family*
XR-630-FIPS	XR-2xxx product family*
XD2-230	XR-4xxx product family*
XD2-240	XR-6xxx product family*
XD4-130	XT-5xxx product family*
XD4-240	
XA4-240	

\* The “xxx” refers to the last three numerical digits in the product model number. These product families do not include any product model numbers with less than four digits after the dash.

2. **Limited Hardware Warranty.** Riverbed warrants to Customer that the Xirus Product hardware (excluding any software), as originally shipped by Riverbed, will conform in all material respects to the applicable published specifications for such Xirus Products during the applicable Warranty Period. Shipment of a replacement Xirus Product or provision of any updates or upgrades will not extend the Warranty Period. This warranty applies only to the Customer who originally purchased the Xirus Product and is not transferable to any other party. The foregoing warranty does not extend to any Xirus Product that (a) is modified or altered, (b) is not maintained and stored in accordance with Riverbed’s maintenance recommendations and instructions, (c) has its serial number removed or altered, (d) is damaged (including by electrical power surges), mishandled, or treated with abuse, negligence or other improper treatment (including use outside the recommended environment or in violation of the Agreement), or (e) is not used in accordance with the applicable Riverbed published specifications and/or the then-current written and/or electronic end user or technical documentation pertaining to a Xirus Product that is provided by Riverbed together with the delivery of a Xirus Product or otherwise made available by Riverbed. Customer’s sole and exclusive remedy, and Riverbed’s sole and exclusive obligation, for any breach of the foregoing warranty will be, at Riverbed’s option, the repair or replacement of or (at Riverbed’s option if repair or replacement is impractical) refund of the fees received by Riverbed, prorated on a straight-line basis over five (5) years from the original date of purchase, for returned non-conforming units of Xirus Product for which full documentation and proof of non-conformity is provided to Riverbed (and for which a Riverbed RMA has been issued) within the applicable Warranty Period. Riverbed may repair or replace Xirus Products with new or reconditioned Xirus Products. Such refund will be paid to Customer or the Riverbed channel partner making the warranty claim. Riverbed is not responsible for any difference between the amount paid to Riverbed for the returned Xirus Product and the amount paid by Customer for such returned Xirus Product.

3. **Hardware Warranty Return Procedure.** If Customer does not have a valid Support contract, all Xirus Product hardware must be returned to Riverbed in accordance with Riverbed’s RMA procedures as set forth in this Section 3. If Customer has a valid Support contract,



the RMA terms in this Section 3 do not apply and Customer should follow the Support RMA process described at [www.riverbed.com/supportservicedescription](http://www.riverbed.com/supportservicedescription).

(a) **Return Material Authorization.** Before returning any Xirus Product, Customer shall contact Riverbed via email at [support@riverbed.com](mailto:support@riverbed.com) and request a Return Material Authorization (RMA) number. Customer shall provide any information regarding the Xirus Product reasonably requested by Riverbed. If Riverbed verifies that the Xirus Product is defective, Riverbed shall issue Customer an RMA number, which allows Customer to return the defective unit to Riverbed for repair or replacement.

(b) **Shipping.**

(i) For RMAs that are issued by Riverbed, Riverbed shall ship an advance replacement unit via ground delivery. Riverbed shall use reasonable efforts to ship the replacement unit within ten (10) days after Riverbed issues the RMA, provided that special configurations may require additional time before a new replacement unit can be shipped, and provided further that delivery time may depend on international customs clearing, export/import laws and regulations, and local interstate/legal/fiscal requirements for non-US destinations.

(ii) Customer shall return the defective Xirus Product along with the RMA number to Riverbed within 30 days after the replacement has been shipped. If the defective unit is not returned within this time, Riverbed may invoice Customer for the list price (less Customer's applicable discount, if any) of the replacement unit. Riverbed is not obligated to accept any returned Xirus Product without an RMA number on the package or for which Riverbed has not issued an RMA number. Customer shall use the original shipping container (or the equivalent). Riverbed will provide Customer with the return shipping address at the time of the RMA issuance. Riverbed will be responsible for the costs of shipping replacement Xirus Products to the Customer; Customer is responsible for shipping costs from the Customer to Riverbed. Customer assumes all risk of any damage or loss of any Xirus Product in transit from Customer to Riverbed.

(iii) Riverbed will fulfill RMA orders from one of its designated Xirus Product RMA regional depots in the USA, the Netherlands, the UAE, or the Philippines. In the event of an RMA from a location outside of the US, upon request from Riverbed, Customer shall provide to Riverbed the original import documentation for that unit. If Customer's ship to location (a) is not in an EU country or (b) is in a location where Riverbed does not have a designated Xirus Product RMA regional depot, then in any such case Customer shall be the importer of record for a replacement part shipment and the exporter of record for the return of the defective part and Customer will be responsible for customs clearance administration and any applicable taxes and duties.

(iv) Should Customer require faster replacement Xirus Product fulfillment, expedited shipping, and pre-paid returns shipping (where applicable), Customer should contact their Riverbed sales representative to purchase a Riverbed Support contract. If Customer previously purchased a Support contract and it has expired, Customer can contact Riverbed Support contract renewals at [renewals@riverbed.com](mailto:renewals@riverbed.com) to renew their Support contract.

4. **Software and Services.** These Warranty Terms do not apply to any software, support, or services. Any software provided on or with the Xirus Products is licensed and warranted per the Agreement. Any warranty for support or other services provided by Riverbed (if any) is provided in the Agreement.

5. **Support Not Included.** The Limited Lifetime Warranty and Limited Warranty do not include Support; Customer is not entitled to contact Riverbed's technical support team or receive any support services, upgrades, updates, patches, enhancements or fixes for any Xirus Product unless Customer separately purchases Support. If Customer purchases Support for a Xirus Product, Riverbed shall provide such Support as described at [www.riverbed.com/supportservicedescription](http://www.riverbed.com/supportservicedescription). Customer is not entitled to, and shall not, install or use any software upgrades, updates, patches, enhancements or fixes made available by Riverbed, including on Riverbed's support website, except on or with Products that are covered by a then-current paid Support plan.

6. **Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE WARRANTY TERMS, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, RIVERBED PROVIDES THE XIRUS PRODUCTS "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, SECURITY AND NONINFRINGEMENT. RIVERBED ALSO MAKES NO WARRANTY REGARDING NONINTERRUPTION OF USE OR FREEDOM FROM BUGS OR THAT ANY XIRUS PRODUCT OR SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. RIVERBED EXPRESSLY DISCLAIMS ANY LIABILITY RESULTING FROM ANY DELAYS IN FULFILLING ANY OBLIGATIONS UNDER THESE WARRANTY TERMS. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

7. **General.** Unless otherwise expressly indicated, "including" (and other variations thereof) means, as applicable, "including but not limited to". In the event of a conflict between the Agreement and these Warranty Terms, these Warranty Terms will control with respect to the subject matter herein.