

RIVERBED EVALUATION AGREEMENT

IMPORTANT: PLEASE READ BEFORE INSTALLATION OR USE OF ANY EVALUATION PRODUCTS (AS DEFINED BELOW). THIS RIVERBED EVALUATION AGREEMENT ("**AGREEMENT**") IS A BINDING AGREEMENT BETWEEN RIVERBED TECHNOLOGY, INC. (FOR COMPANIES LOCATED IN NORTH OR SOUTH AMERICA), RIVERBED TECHNOLOGY PTE. LTD. (FOR COMPANIES LOCATED IN EUROPE, MIDDLE EAST, AFRICA OR ASIA) OR RIVERBED TECHNOLOGY PTY LIMITED (FOR COMPANIES LOCATED IN AUSTRALIA) ("**RIVERBED**") AND THE ENTITY OR COMPANY THAT IS THE AUTHORIZED USER OF THE EVALUATION PRODUCTS ("**YOU**" or "**YOUR**"). BY DOWNLOADING, INSTALLING, ACCESSING OR IN ANY WAY USING THE EVALUATION PRODUCTS, YOU ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT WITH RIVERBED. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO AND MAY NOT DOWNLOAD, INSTALL, ACCESS OR USE ANY OF THE EVALUATION PRODUCTS.

1. DEFINITIONS.

(a) "**Cloud Service(s)**" means any software-as-a-service or cloud-based solutions on Riverbed's or one of its affiliate's then-current price list or otherwise made available by Riverbed, including associated offline components provided by Riverbed as part of the Cloud Service.

(b) "**Documentation**" means the then-current written and/or electronic end user or technical documentation pertaining to the applicable Evaluation Product that is provided by Riverbed together with the delivery of the applicable Evaluation Product or otherwise made available by Riverbed.

(c) "**Evaluation Confirmation**" means the Riverbed evaluation quotes or confirmations provided to You from time to time by Riverbed.

(d) "**Evaluation Products**" means, the Riverbed products, listed on the Evaluation Confirmation that are provided to You for evaluation hereunder, including, the Hardware, Software, Cloud Services and all Documentation associated therewith.

(e) "**Evaluation Term**" means the period of time commencing on the date of original shipment by Riverbed or issuance by Riverbed of a license key and/or login information (as applicable) until the evaluation end date provided in the Evaluation Confirmation. If no evaluation end date is provided in the Evaluation Confirmation, the period shall be for thirty (30) days following the date of original shipment by Riverbed or issuance by Riverbed of a license key and/or login information (as applicable).

(f) "**Hardware**" means any hardware or equipment on Riverbed's or one of its affiliate's then-current price list or otherwise made available by Riverbed, including any components or replacements of any of the foregoing.

(g) "**Software**" means any software on Riverbed's or one of its affiliate's then-current price list or otherwise made available by Riverbed, including (i) software provided on a stand-alone basis, (ii) software provided on or with any Hardware, and (iii) any upgrades, updates, patches, enhancements, or fixes to any of the foregoing that may be made available by Riverbed.

(h) "**Supplemental Terms**" means the additional terms that apply to certain Evaluation Products as set forth in Attachment A.

(i) "**Support**" means Riverbed's then-current generally available end user maintenance and support services as described at www.riverbed.com/supportservicedescription.

2. **EVALUATION.** Subject to the terms and conditions of this Agreement, You may use the Evaluation Product during the Evaluation Term solely to internally test and evaluate the performance of the Evaluation Products. Riverbed hereby grants to You a limited, personal, non-transferable, non-sublicensable, non-exclusive, revocable license to install, access and use the Software and access and use the Cloud Services solely in accordance with the Documentation and Supplemental Terms and solely for the purpose of internally testing and evaluating the Evaluation Products. You may provide feedback regarding the Evaluation Products to Riverbed, including without limitation, usability, bug reports and test results ("**Feedback**"). The Evaluation Products are loaned to You for evaluation and Riverbed and its suppliers retain ownership of all right, title and interest to the Evaluation Product and Feedback and any intellectual property rights related thereto. This Agreement does not entitle You to any Support with respect to the Evaluation Product, but any such support provided by Riverbed in its sole discretion shall be subject to this Agreement. Evaluation Products may not be accessed or used for purposes of monitoring or discovering their performance, functionality, features, availability, or for Your own competitive purposes or that of any third party.

3. **DELIVERY AND RETURN OF EVALUATION PRODUCTS.** If the Evaluation Product includes any hardware, Riverbed will ship such products to the evaluation site listed in the Evaluation Confirmation at a mutually agreed upon time; Riverbed shall be responsible for all shipping costs for the delivery of such products to You. At the conclusion of the Evaluation Term, or, if earlier, upon termination of the evaluation by Riverbed or You, unless the Evaluation Products have been purchased by You, You shall (a) if the Evaluation Product includes any hardware, return such products to Riverbed at Your expense and You shall be responsible for, and shall reimburse Riverbed for, any loss of, damage to, or failure to timely return such products from the time the products are in Your possession or control until such products are returned to Riverbed, or (b) if the Evaluation Product consists solely of Software and/or Cloud Services, immediately discontinue any use of the Evaluation Product and de-install the Software in accordance with any de-installation instructions provided by Riverbed. If You elect to purchase the Evaluation Product, Riverbed reserves the right to charge for any shipping costs, taxes or duties incurred in connection with shipment of the Evaluation Product to You. In the event You fail to return or discontinue use of the Evaluation Product within thirty (30) days after the end of the Evaluation Term, Riverbed reserves the right to invoice You for the then-current list price of such product and You shall pay such invoice in accordance with Riverbed's standard terms and conditions of sale and license as described at www.riverbed.com/termsandconditions. Upon payment of the invoice, the product will no longer be deemed an Evaluation Product and Your use is subject to the applicable terms set forth at www.riverbed.com/license.

4. **RESTRICTIONS.** You agree not to (a) copy, modify, distribute, or create derivative works of any Evaluation Product, (b) disassemble, decompile or reverse engineer any of the Evaluation Products, or otherwise attempt to discover any source code, structure, algorithms, sequence, organization or ideas underlying any of the Evaluation Products (except where the foregoing is expressly prohibited by applicable local law, and then only to the extent so prohibited), (c) sell or resell any Evaluation Products, (d) sublicense, rent, lease, use for timesharing or service bureau purposes for third parties or otherwise provide temporary access to any Evaluation Product or use any Evaluation Product for the benefit of any third party, (e) provide Evaluation Product passwords or other Evaluation Product log-in information to any unauthorized third party, (f) publish or disclose any information or results relating to performance, performance comparisons or other "benchmarking" activities relating to any Evaluation Product, (g) obscure, alter, remove, or destroy any proprietary markings, restrictive legends, or intellectual property notices on any Evaluation Product, or (h) access or use any Evaluation Product for purposes of designing or developing a competing product or service. You will not remove the Hardware Evaluation Products from the evaluation site. You may not retain the Evaluation Products after the Evaluation Term except with the written approval of Riverbed and then only if You have paid the then-current list price for the Evaluation Products (or such other price if mutually agreed). You will keep confidential all business, technical or financial information which You know or has reason to know is confidential, proprietary or trade secret information of Riverbed and its suppliers ("**Confidential Information**"), and You shall not use Confidential Information except as expressly authorized by Riverbed under this Agreement. You will comply with all laws and regulations relating to export control. You will disclose the Evaluation Product and Confidential Information to Your employees and consultants only as

may be necessary in connection with Your evaluation hereunder; any consultants shall have first agreed in writing to be bound by provisions substantially similar to those in this Agreement.

5. **WARRANTY DISCLAIMER.** THE EVALUATION PRODUCTS ARE FOR EVALUATION ONLY AND ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, SECURITY, RELIABILITY AND NONINFRINGEMENT. RIVERBED ALSO MAKES NO WARRANTY REGARDING NONINTERRUPTION OF USE OR FREEDOM FROM BUGS OR THAT ANY EVALUATION PRODUCT WILL MEET YOUR REQUIREMENTS. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

6. **LIMITATION OF LIABILITY.** RIVERBED AND ITS SUPPLIERS SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY THEORY OF LIABILITY FOR (I) ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, CONTRACTS, BUSINESS, REVENUES, GOODWILL OR REPUTATION, (II) COST OF COVER OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, OR (III) INTERRUPTION OF USE, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM YOUR USE OF (OR INABILITY TO ACCESS OR USE) ANY EVALUATION PRODUCT, (IV) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF US\$1,000, OR (V) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL.

7. **DATA COLLECTION.** You acknowledge that some Evaluation Products may depend on the transmission of certain data (“**Your Data**”). You retain all rights and ownership in Your Data. Riverbed does not claim any ownership rights in Your Data. If You provide Riverbed with any of Your Data, You represent and warrant that You have the necessary rights and licenses required to provide Your Data to Riverbed in connection with Your evaluation of the Evaluation Products and that by providing Your Data in this manner, You will not violate any intellectual property rights of third parties, confidential relationships, contractual obligations or laws. Without limiting the generality of the foregoing, You shall provide all notices to, and obtain any consents from, any data subject as required by any applicable law, rule or regulation in connection with the processing of any Personal Data (as defined in the DPA) of such data subjects via the Evaluation Products by Riverbed and/or You. You shall not process or submit to the Evaluation Products any of Your Data that includes any: (a) “**personal health information**,” as defined under the Health Insurance Portability and Accountability Act; (b) government issued identification numbers, including Social Security numbers, driver’s license numbers and other state-issued identification numbers; (c) financial account information, including bank account numbers; (d) payment card data, including credit card or debit card numbers; or (e) “**sensitive**” personal data, as defined under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“**GDPR**”) and any national laws adopted pursuant to the GDPR, about residents of Switzerland and any member country of the European Union. To the extent that Riverbed processes any Personal Data contained in Your Data, on Your behalf, in the provision of the Evaluation Products, the terms of the data processing addendum at www.riverbed.com/data-processing-addendum (“**DPA**”), as may be updated by Riverbed from time to time, shall apply.

8. **TERMINATION.** Either party may terminate this Agreement for any reason immediately by written notice to the other party. Upon expiration or termination of this Agreement, unless the Evaluation Products have been purchased by You as set forth in Section 3, You shall (a) if the Evaluation Product includes any hardware, return such products to Riverbed at Your expense and You shall be responsible for, and shall reimburse Riverbed for, any loss of, damage to, or failure to timely return such products from the time the products are in Your possession or control until such products are returned to Riverbed, or (b) if the Evaluation Product consists solely of software and/or Cloud Services, immediately discontinue any use of the Evaluation Product and de-install the product in accordance with any de-installation instructions provided by Riverbed. Upon termination hereof for any reason, the terms of sections 2 through 9 shall survive.

9. **GENERAL.** This Agreement shall be governed by and construed under the laws of the State of California (without reference to conflicts of laws provisions), without application of the UN Convention on Contracts for the International Sale of Goods. No waiver hereunder shall constitute a subsequent waiver hereunder. All notices and waivers hereunder will be in writing, and this Agreement may be modified only in a mutually signed writing. This Agreement is the complete agreement between the parties concerning the subject matter hereof and replaces all prior communications between the parties with respect thereto. Neither party shall issue a press release or otherwise advertise, make a public statement, disclose to any third party information pertaining to the relationship arising under this Agreement, or otherwise refer to the other party in relation to this Agreement without the other party’s prior written consent.

Attachment A

SUPPLEMENTAL TERMS

The following additional terms apply to Your evaluation of SD ECDN and Integrations (each, a “**SD ECDN Cloud Service**”).

1. The license to license to access and use to the SD ECDN Cloud Services includes the right to use up to twenty-five (25) copies of the desktop client application (the “**Agent**”) on machines under Your control, which number may be increased at your reasonable request and with e-mail approval by a Riverbed sales representative.
2. It is possible to use the SD ECDN without the Agent through browser-based peering (“**BBP**”). If You elect to evaluate BBP, You may provide access to and use of those SD ECDN Cloud Services to up to 300 internal users without the Agent, subject to potential increase as set forth in Section 1 above.
3. In the event You are evaluating the SD ECDN as part of an integration with a third party service (an “**Integration**”) such as Microsoft Teams, Zoom, etc. (an “**Integration Partner**”), a plug-in (a “**Plug-in**”) may be installed in or included with the Integration Partner’s web application (a “**Bundled App**”) in order to perform the SD ECDN Cloud Services through the Integration. You must have a valid and subsisting license with the Integration Partner in order to use the Bundled App, and Riverbed and its suppliers shall have no responsibility or liability in connection with the performance or operation of the Integration Partner’s service.
4. You agree to use and operate the SD ECDN Cloud Service(s) in compliance with any applicable laws and any testing procedures and/or usage guidelines provided by Riverbed. In particular, You acknowledge that in the normal operation of the SD ECDN Cloud Service(s), certain of Your network resources may be consumed by the SD ECDN Cloud Service(s), including without limitation, bandwidth and memory on the machines upon which the Agent or the App Bundle is installed.
5. For security purposes, You and/or Your users may be asked to provide user names and/or passwords (“**Passwords**”) in order to access the SD ECDN Cloud Service(s). Protection of Passwords will be Your sole responsibility, and Riverbed and its suppliers will have no liability of any kind to You if unauthorized access to the content occurs as a result of Your failure to protect Passwords. You will immediately notify Riverbed of any unauthorized use of the SD ECDN Cloud Service(s) occurring through its network or equipment of which You become aware. You acknowledge use of the SD ECDN Cloud Services is subject to Kollektive Technology, Inc.’s Privacy Policy located at <http://www.kollektive.com/privacy-policy/>.