

AUTHORIZED CHANNEL PARTNER MANAGED SERVICES TERMS AND CONDITIONS

These Authorized Channel Partner Managed Services Terms and Conditions (“**Managed Service Terms**”) set forth the terms and conditions that govern Partner’s purchase of Products and Services for use in connection with Managed Services (as defined below). These Managed Service Terms supplement the terms of your applicable distributor, reseller, service provider, systems integrator, or other channel partner agreement (“**Agreement**”) with Riverbed Technology LLC and/or any of its affiliates, as applicable (“**Riverbed**”). Any references to “Partner” below mean the applicable channel partner that has entered into the Agreement with Riverbed and is placing an order for Products or Services for Managed Services.

1. **Definitions.** Any capitalized terms used in these Managed Service Terms, but not defined, will have the meanings attributed to such terms in the Agreement.
 - a) “**End User**” means a Partner customer that is identified by Partner at the time of sale that will use the Product and/or Service for its internal business use in connection with receiving Managed Services from Partner.
 - b) “**Managed Services**” means Partner’s services pertaining to the operation, administration, maintenance, and provisioning of solutions on behalf of its customers, including activities involved in controlling, planning, allocating, deploying, coordinating, and monitoring the resources of the solution, such as network planning, configuration management, fault management, security management, performance management, or bandwidth management.
 - c) “**Program Guide**” means, collectively or individually as applicable, the then-current versions of the Riverbed partner program guide, Riverbed Authorized Support Partner (RASP) Program Guide and/or any other Riverbed program guide applicable to Partner as may be identified by Riverbed to Partner from time to time, including any successor versions of any of the foregoing.
 - d) “**RASP Authorized**” means certified by Riverbed to provide RASP Support in accordance with the RASP Program Guide.
 - e) “**RASP Program Guide**” means the then-current Riverbed Authorized Support Partner (RASP) Program Guide, including any successor version thereof.
 - f) “**RASP Support**” means Riverbed’s generally available Riverbed Authorized Support Partner (RASP) maintenance and support services program as described in the RASP Program Guide, including any successor version thereof.
2. **Managed Services.** Subject to all the terms and conditions of these Managed Service Terms, the Agreement and the Managed Services requirements set forth in the Program Guide, Riverbed hereby authorizes Partner for the term of these Managed Service Terms to (a) install, operate, and use Products solely for the purposes of performing Managed Services on behalf of and for the benefit of End Users in the Territory who will use the Product for internal business use in connection with the Managed Services, or (b) in accordance with Section 4 of these Managed Service Terms, transfer Products used in the performance of Managed Services, on a one-time basis only, to the End User on whose behalf such Product was procured. Unless Partner is designated by Riverbed as an “Authorized Federal Partner”, Partner shall not use any Products to provide Managed Services to any End Users that are United States government or NATO customers unless specifically approved on a case by case basis by the Riverbed public sector team. Partner may use the Products to provide Managed Services to locations outside of the Territory only so long as the purchaser originating the purchase is located within the Territory. Without limiting the Agreement or Section 4 of these Managed Service Terms, this appointment and the licenses granted under these Managed Service Terms are nonexclusive, non-transferable (except as expressly permitted in the Agreement), and non-sublicensable.
3. **Purchase Terms; Program Guide.**
 - a) Partner may purchase Products and Services hereunder only from Authorized Distributors and not directly from Riverbed, unless Riverbed has expressly authorized Partner in writing to purchase Products and/or Services directly from Riverbed; Product and Service pricing and discounts in the Program Guide, if any, apply only if Partner is purchasing Products and Services directly from Riverbed. For Products or Services purchased from Authorized Distributors, the purchase terms and prices for Products and Services will be negotiated solely between Partner and the applicable Authorized Distributor. Partner shall designate the type of use on each Order under these Managed Service Terms as Managed Services.
 - b) For direct purchases by Partner from Riverbed for use in connection with Managed Services, Partner may purchase Products and Services under these Managed Service Terms at the prices set forth in the then-current Riverbed price list less any applicable discounts (if any) set forth in the applicable Program Guide, unless otherwise mutually agreed upon by the parties in the applicable Order or otherwise in writing.
4. **Software; Title Transfer.** In the case of Managed Services, Software is licensed (without rights to sublicense) pursuant to the EULA, these Managed Service Terms and the Agreement solely for Partner’s use on behalf of and for the benefit of its End User, and in all cases strictly in accordance with the accompanying documentation and any other use restrictions applicable for that Product (including the terms and conditions set forth at www.riverbed.com/license/additional_use_rights, as may be updated by Riverbed from time to time). With respect to Partner’s use of the Products in connection with Managed Services, if there is a conflict between the terms of these Managed Service Terms and the EULA, the terms of these Managed Service Terms will control. Either Partner or the End User may retain title to any hardware and the license to use the Software associated with the Products used in connection with Partner’s provision of the Managed Services for the End User. If Partner retains title, at no additional charge, upon written notice to Riverbed, Partner may transfer title to Products used for Managed Services, including the transfer of any associated licensed Software and/or any remaining warranty, to the End User identified in the applicable order, in each case solely for such End User’s internal business use in connection with End User’s receipt of Managed Services,

and provided further that the Product was actually deployed to such End User pursuant to a Managed Service. Without limiting the foregoing, Partner shall transfer, without reservation, Partner's entire license rights in all copies of the Software and applicable documentation in connection with the transfer of the associated Products. Partner shall not make any transfer of any Product that does not meet all of the foregoing requirements unless such transfer is approved by Riverbed in writing. Upon any title transfer, Partner shall grant the End User the right to use such transferred Product(s) pursuant to the EULA and Partner shall provide all documentation that accompanies each Product to any such End User. Partner may also transfer title to Products to a third party financial intermediary in connection with either Managed Services or resale, but only where (a) the third party financial intermediary rents or leases the Products to the End User, provided that in the case of Managed Services only Partner may use such Product to provide Managed Services to End Users, and (b) the Products are used by the End User in accordance with these Managed Service Terms, the Agreement and the EULA. Partner shall ensure that the third party financial intermediary does not resell or transfer any Product to any third party. Provided that Partner provides advance written notice to Riverbed, no more often than one (1) time per calendar year per each applicable Product, Partner may redeploy Products used in a Managed Service from one End User to another End User, provided further that Partner retains title and the license to the Software to such Products and uses the Products in connection with a Managed Service for such new End User.

5. **Limited Warranty; Disclaimer.**

a) Products are provided with the limited warranty as set forth in the EULA. Partner's sole and exclusive remedy, and Riverbed's sole and exclusive obligation, with respect to any nonconformity, deficiency, warranty or defect with respect to the Products and/or Services is as set forth in the Agreement.

b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE MANAGED SERVICE TERMS OR THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, RIVERBED MAKES NO OTHER WARRANTIES WITH RESPECT TO ANY PRODUCTS OR ANY SERVICES AND 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 AND NONINFRINGEMENT. RIVERBED ALSO MAKES NO WARRANTY REGARDING NONINTERRUPTION OF USE OR FREEDOM FROM BUGS OR THAT ANY PRODUCT OR SERVICE WILL MEET PARTNER'S OR ANY END USER'S REQUIREMENTS.

6. **Indemnification.** Partner shall indemnify and hold Riverbed, its Affiliates, and its and their respective officers, directors, agents and employees harmless from and against any and all claims, losses, damages, debts, settlements, liens, costs, attorneys' fees, expenses and liabilities of any type whatsoever arising out of or relating to (a) any misrepresentation, negligent or tortious act or omission or breach of or default under these Managed Services Terms or the Agreement by Partner or by anyone else acting for or on behalf of Partner in connection with the promotion, distribution or other dealings with respect to any Managed Service, (b) any representations or warranties made by or on behalf of Partner that are inconsistent with or in addition to any of the representations or warranties made in Riverbed's standard warranty set forth in Section 5(a) of these Managed Service Terms or the EULA, or (c) Partner's or any End User's use of any Products, Services, or Managed Services, except to the extent the foregoing is subject to Riverbed's indemnity obligations set forth in the Agreement. Partner shall not enter into any settlement agreement binding Riverbed or any of its Affiliates without Riverbed's prior written consent.

7. **RASP Support.** Provided that Partner is RASP Authorized, Partner may purchase RASP Support. As Partner will be responsible for providing RASP Support as set forth in the RASP Program Guide, Riverbed has no obligation to communicate directly with any End User, unless specifically agreed to by Riverbed. Partner shall be RASP Authorized for each Product sold in connection with its provision of Managed Services.

8. **Miscellaneous.** These Managed Service Terms are incorporated by reference into the Agreement and any breach of these Managed Service Terms will be deemed a breach by Partner of the Agreement. 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 terms of these Managed Service Terms and the terms of the remainder of the Agreement, the terms of these Managed Service Terms will control solely with respect to Products and Services purchased for Managed Services, unless otherwise mutually agreed upon by the parties in a separate written agreement.