



RIVERBED SUPPORT SERVICES DESCRIPTION

This Support Services Description sets forth terms related to Support Services and is incorporated as part of the General Terms (located at www.riverbed.com/license). Capitalized terms used but not defined in this document have the meaning assigned to them in the General Terms.

1. ADDITIONAL DEFINITIONS.

- 1.1. **“Enhancement(s)”** means any updates, upgrades, releases, fixes, enhancement, or modifications to a Solution made generally commercially available without additional charge by Riverbed to its Support Services customers in accordance with the terms and conditions of this Support Services Description.
- 1.2. **“Error”** means a reproducible failure of a Solution to substantially conform with its accompanying Documentation.
- 1.3. **“Priority”** means a measure of the relative impact an Error has on use of the Solution.
- 1.4. **“Support Case Data”** means the data provided by Customer to Riverbed when submitting a support case or otherwise engaging with Riverbed Support Services representatives.
- 1.5. **“Support Portal”** means Riverbed's online support website located at <https://support.riverbed.com> (or a successor website designated by Riverbed).
- 1.6. **“Support Services Period”** means the period for which Customer has purchased Support Services and for initial purchases begins on Delivery and subsequently renews on the date specified in the Order.
- 1.7. **“Technical Support”** means telephone or web-based technical assistance related to: (a) questions regarding the installation and operational use of the Solution; (b) identifying and verifying the causes of suspected Solution Errors; and (c) providing workarounds for confirmed Solution Errors where reasonably available to Riverbed.

2. SUPPORT SERVICES. During the Support Services Period, Customer is entitled to receive and Riverbed will provide Technical Support and Enhancements in accordance with the applicable Support level purchased by Customer, subject to Riverbed's EOL Policies.

- 2.1. **Support Levels.** Riverbed currently offers three levels of support: Gold, Gold Plus and Platinum. The Support Services level purchased by Customer will be specified in the applicable Order. Unless otherwise indicated below, all Support Services levels include the Support Services described in this document.
- 2.2. **Technical Support.** Technical Support is available via web portal, email, and telephone (as specified below). Riverbed will use reasonable efforts to correct any Error in the Solution attributable to Riverbed with a level of effort commensurate with the Error's priority level (as described below); provided, however, that Riverbed has no obligation to correct all Errors in a Solution. Riverbed will only be responsible for correcting Errors that are attributable to Riverbed and reproducible by Riverbed on an unmodified Solution as delivered to Customer.
- 2.3. **Enhancements.** The availability, timing and contents of all Enhancements will be decided upon by Riverbed in its sole discretion. Riverbed will notify Customer of all Enhancements, when available, and Customer may obtain such Enhancements by downloading the Enhancements from (a) the Support Portal for on-premises Hardware and Software; and (b) within the application platform for all Cloud Services. Customer may only install Enhancements on Solutions that are covered by an active Support Services plan. Any software provided by Riverbed as part of an Enhancement is subject to the Agreement.
- 2.4. **Availability and Release Cycles.** Availability of Support Services is governed by Riverbed's EOL Policies. Subject to such policies, Riverbed supports a Solution's current major release, plus certain prior versions.

3. SUPPORT CASE SUBMISSION AND HANDLING.

- 3.1. **Contacting Riverbed Support.** Customer may open a support case in one of the following ways: (a) via the Support Portal; (b) by emailing support@riverbed.com; or by telephone at 1-888-RVBD-TAC (1-888-782-3822) or 1-415-247-7381.
- 3.2. **Continuous Support Coverage.** Once a support case is submitted, it is assigned to an escalation engineer (“EE”). Every EE is trained to perform extensive troubleshooting to quickly resolve support cases. All opened support cases are tracked in Riverbed's online support tracking system. Regardless of where the case originates, Riverbed endeavors to resolve the support case when it is opened. Riverbed's support team uses a “follow the sun” process to hand-off support cases between different technical assistance centers (each a “TAC”).
- 3.3. **Support Case Closure.** A support case is closed when Riverbed and Customer agree that the reported Error has been resolved. If Riverbed classifies an Error to be an Enhancement, then a feature request is entered into the Riverbed defect tracking system. A feature request is handled and processed by Riverbed product management and engineering in accordance with Riverbed's then-current policies.



4. SUPPORT CASE PROCEDURES.

4.1. **Priority Categorization.** Riverbed will assign all Errors one of four Priority levels when Customer opens a support case consistent with the descriptions below. The following Priority levels apply to all Solutions:

PRIORITY	DESCRIPTION
1 (Critical)	A catastrophic Error that severely impacts Customer's ability to conduct business.
2 (High)	A high-impact Error in which Customer's operation is disrupted but there is capacity to remain productive and maintain necessary business-level operations.
3 (Minor)	A medium-to-low impact Error that involves partial loss of non-critical functionality. The Error impairs some operations but allows Customer to continue to function.
4 (Informational)	Minor Errors and all other issues, including documentation errors. The inconvenience is slight and can be tolerated.

4.2. **Initial Response.** Customer's Support level and an Error's Priority level will determine Riverbed's the timing and nature of the response. Riverbed will use commercially reasonable efforts to respond in accordance with the Target Response Times as specified in the table below:

PRIORITY	GOLD TARGET RESPONSE TIME	GOLD PLUS TARGET RESPONSE TIME	PLATINUM TARGET RESPONSE TIME
1 (Critical)	Within 1 hour	Within 1 hour	Within 1 hour
2 (High)	Within 6 hours	Within 4 hours	Within 4 hours
3 (Minor)	Next Business Day	Within 8 hours	Within 8 hours
4 (Informational)	Next Business Day	Next Business Day	Next Business Day

For Priority 1 Errors, Riverbed's objective is to restore Customer's capacity to remain productive and maintain necessary business-level operations affected by the Error within twenty-four hours and to downgrade the problem severity accordingly. Efforts to isolate, diagnose, and deliver a workaround or repair will be continuous. When the severity level has been changed to "Priority 2" or "Priority 3," the appropriate service levels will be followed. For Priority 2 Errors, efforts to isolate, diagnose, and deliver a workaround or repair will be continuous during Riverbed's business hours. For Priority 3 and 4 Errors, responsive action will be reasonably appropriate to the nature of the problem.

4.3. **Escalations.** If Errors are not responded to as targeted above, Customer may escalate the issue to appropriate Riverbed management personnel. The Riverbed escalation process notifies levels of Riverbed management throughout the support case lifecycle as set forth in the table below. This assists the appropriate Riverbed resources to resolve outstanding support cases as efficiently as possible. To escalate a support case, email support@riverbed.com or call 1-888-RVBD-TAC (1-888-782-3822) or 1-415-247-7381. A support case follows this escalation path: Support Escalation Engineer to Local TAC Manager to Regional Support Director to Director of Support Operations to VP Support.

SEVERITY	NOTIFICATIONS	
	Local TAC Manager	Regional Support Director and above
1 (Critical)	1 hour	4 hours
2 (High)	8 hours	Weekly
3 (Minor)	Weekly	N/A
4 (Informational)	N/A	N/A

5. **Customer Responsibilities.** In order to provide Support Services to Customer, Riverbed needs Customer's general cooperation in following the support process and providing relevant technical and other information and access as noted herein.

5.1. **Designated Contacts.** Customer will designate as support liaisons only those individuals to utilize properly trained in the operation and usage of the Solution; Customer will provide reasonable access to all necessary personnel to answer questions about any problems reported by Customer regarding a Solution. Riverbed's performance of Support Services is contingent upon Customer making its skilled personnel reasonably available.

5.2. **Support Process.** Customer will promptly report to Riverbed any issues with a Solution and will also promptly implement all Enhancements provided by Riverbed. From time to time, Riverbed may request that Customer take certain actions to determine whether the Error is related to a Solution, or another item.

5.3. **Access.** While working to resolve an Error, an EE may need to access to a Solution, Customer's computer systems and networks, and if mutually agreed, to onsite support at Customer's location or facilities. Customer's failure to provide such access or information



may delay Riverbed's Support Services and/or result in Riverbed's inability to perform Support Services. In such circumstances, Riverbed will not be liable for any consequences related to, or resulting from, such delay or failure to perform.

6. **Exclusions.** Riverbed is not obligated to provide any Support Services: (a) on any Solution: (i) is altered or modified, (ii) is not installed, operated, repaired, or maintained in accordance with Riverbed's specifications, documentation, recommendations and/or instructions, (iii) has its serial number removed or altered, or (iv) 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); (b) where the problem relates to Customer's or a third party's network, systems, hardware, software, or other problem beyond the reasonable control of Riverbed; (c) where the problem relates to any combination or use with any open source software or other unsupported software or hardware provided by Riverbed or one of its affiliates, including any software made available via Riverbed's Community website at community.riverbed.com, via GitHub, or via any other software hosting website; or (d) to any geographic location or to any customers in violation of applicable laws or regulations.
7. **Hardware Replacement.** If Customer has purchased Support Services for Hardware, then the additional hardware replacement terms set forth in Attachment A will apply.
8. **Support Case Data.**
 - 8.1. **Generally.** Support Case Data includes: (a) the business contact details (name, email address and phone number of the individual requesting Support Services), Customer name and location, summary of the Error, and other Offering-specific contextual information (i.e., serial number, software version, configuration data); and/or (b) text, video or images files (such as log files, screenshots and core dumps) uploaded or provided by Customer to assist Riverbed in providing Support Services.
 - 8.2. **Restrictions.** Customer is solely responsible for taking steps necessary to protect any sensitive or confidential information included in Support Case Data, including obfuscating or removing such information or otherwise working with Riverbed at the time of submission to limit the disclosure of such information. Customer will not, without Riverbed's prior written consent, submit or provide Riverbed (a) special categories of personal data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation; (b) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (HIPAA); (c) credit, debit or other payment card data subject to PCI DSS; (d) other personal information subject to regulation or protection under specific laws such as the Gramm-Leach-Bliley Act (or related rules or regulations); (e) social security numbers, driver's license numbers or other government ID numbers; or (f) any data similar to the foregoing that is protected under foreign or domestic laws or regulations.
 - 8.3. **Personal Data.** To the extent Customer provides Personal Data to Riverbed as part of the Support Case Data, Riverbed will process the Personal Data in accordance with the DPA. The terms "**process**" and "**Personal Data**" used in this Section are both defined in the DPA.
 - 8.4. **Use of Support Case Data.** Riverbed may review and analyze Support Case Data to address support cases and other Customer-initiated requests for troubleshooting assistance. In addition, Riverbed may use the results of that review and analysis, in combination with operational data and Usage Data to provide support to Riverbed customers generally, and to improve the Offerings.
 - 8.5. **Surveys.** After closing a case, a survey will be sent to Customer asking for feedback as to how the case was handled and where Riverbed can improve. Riverbed's support managers and executives review the survey responses and take action where appropriate. Individual entries in this survey may be shared on the Support Portal anonymously, but personal identifiers will not be shared. The sole purpose of these survey results is to evaluate and improve Riverbed Support Services.
9. **Miscellaneous.**
 - 9.1. **Purchase Requirements.** Riverbed's obligations under any Support Services plan are conditioned on Riverbed's receipt of the applicable fees. The purchase or renewal of Support Services for any Solution purchased by Customer requires the purchase or renewal of Support Services for all Solutions purchased by Customer, and Riverbed is not obligated to provide Support Services to Customer if the foregoing condition is not met.
 - 9.2. **Transfer.** Except as expressly provided in this Section, a Support Services plan is not transferable to any other Solution or to any third party, including in connection with Hardware title transfers between Customer and any third party. Customer will not transfer any Support Services plan between any Solutions or to any third party without Riverbed's prior written consent. Notwithstanding the foregoing, a Support Services plan may be transferred from one Solution to provide coverage on another Solution if: (a) the transfer is in connection with an authorized RMA replacement; or (b) the Support Services plan is transferred to a "Spare" or "Cold Spare" from a fully supported Solution as described in the Additional Use Rights.
 - 9.3. **Renewal.** If payment for a renewal term is not received by Riverbed prior to the expiration date of the existing Offering subscription term, Riverbed reserves the right to suspend access to such Offering until payment is received. Upon renewal of Customer's subscription-based Offering(s), Riverbed reserves the right to increase fees for such Offerings up to Riverbed's then-current list price and this Support Services Description will automatically update to the then-current Support Services Description. If Customer's Support Services plan and/or Solution subscription lapses for any period due to non-renewal, then any subsequent purchase of Support Services and/or Solution subscription will be deemed purchased retroactive to the date on which any prior Support Services plan and/or Solution subscription concluded ("**Lapsed Period**"), and Customer will pay all applicable fees for such Lapsed Period plus a reinstatement charge equal to 10% of the go-forward annual Support Services and/or Solution subscription fees.
 - 9.4. **Other Services.**
 - (a) **Extended Support.** Riverbed, in its sole discretion, may continue to make available for purchase limited technical support after a Solution has reached its End-of-Support life ("**Extended Support**"). Riverbed's sale of Extended Support after a Solution's end-of-support date does not change Riverbed's previously announced end-of-availability or end-of-support dates for such Solution. If Customer purchases any Extended Support, the applicable terms and conditions set forth at www.riverbed.com/serviceterms will apply to such services.



- (b) **Partner-Delivered Support.** If Customer did not purchase direct Riverbed Support Services (e.g., a Riverbed-authorized reseller, distributor or service partner provides telephone and email support to Customer), then Customer will call such partner's support team if Customer encounters a problem, as such Riverbed-authorized support partner is responsible for providing the initial levels of support to their customers.
- (c) **Special Services.** From time to time, Customer may request support or other services not specifically provided for in this document. Customer acknowledges that, if provided, all such services will be provided at Riverbed's then-current rates, terms and conditions for such services.
- (d) **Supplemental/Enhanced Support Services.** If Customer purchases or qualifies for any packaged supplemental or enhanced support services, the applicable terms and conditions set forth at www.riverbed.com/serviceterms will apply to such services.

9.5. U.S. Federal Support.

- (a) The terms of this Section 9.5 apply exclusively to Support Services that are offered and sold to United States federal government customers ("**U.S. Federal Customers**"), including all Support SKUs designated with a "GOV-1" on Riverbed's then-current price list ("**U.S. Federal Support**"). U.S. Federal Support provides access to Qualified EEs for technical assistance as described in this Section. "**Qualified EEs**" mean individuals who are physically located within the United States while providing Support Services or are U.S. citizens. Support cases submitted via the Support Portal will be automatically routed to Qualified EEs. Support cases submitted via telephone may not be responded to by Qualified EEs but will be routed to Qualified EEs upon request. U.S. Federal Support is not an end-to-end technical support program; Riverbed is a global company with global support, development/engineering and product management resources so escalations may be handled by non-Qualified EEs. Furthermore, U.S. Federal Support is not a classified technical support program; however, Riverbed will exercise commercially reasonable efforts to make cleared support personnel available to U.S. Federal Customers upon request.
- (b) Riverbed offers its U.S. Federal Customers an enhanced hardware replacement and an enhanced replacement system support option (designated with an "EHR" and "EHRS" respectively on Riverbed's then-current price list), which, if purchased, allows U.S. Federal Customers to elect not to return hard drives and systems to Riverbed as part of Support Services.
- (c) If a U.S. Federal Customer is purchasing Support Services for Solutions that are or will be deployed in a classified environment, such U.S. Federal Customer will (i) issue a classified contract for such Support Services, inclusive of the applicable security requirements and classification guidance associated therewith (DD254); and (ii) provide the necessary means for Riverbed support personnel to secure any required clearances. Riverbed is not responsible for any failure or delay to deliver Support Services as set forth herein to the extent caused by a U.S. Federal Customer's failure to issue a classified contract for Support Services, and/or failure to provide the means for Riverbed personnel to secure any required clearances in accordance with the foregoing.

Attachment A

HARDWARE REPLACEMENT SERVICES TERMS

- RMA Process.** Before returning any Hardware, Customer will contact Riverbed and obtain a “Return Material Authorization (RMA)” number by calling the designated Support Services telephone number or logging a request via the Support Portal. If Riverbed verifies that the Hardware is likely to be defective, Riverbed will issue Customer an RMA number, which allows Customer to return the defective Hardware to Riverbed for repair or replacement. Riverbed may, in its discretion, replace or repair Hardware with either new or reconditioned Hardware.
- Shipping.** Riverbed is not obligated to accept any returned Hardware without an RMA number on the package or for which Riverbed has not issued an RMA number. Customer will deliver the defective Hardware along with the RMA number to Riverbed within thirty days as further set forth in this Section. If Customer ships Hardware on its own account or without fully complying with Riverbed’s RMA procedures, Customer assumes the risk of damage or loss of such Hardware in transit. Customer will use the original shipping container (or equivalent); Customer is responsible for any damage or loss in transit if Customer fails to use adequate packaging. Riverbed will provide Customer with the shipping address at the time of the RMA issuance. Riverbed will be responsible for the costs of shipping replacement Hardware to the Customer; responsibility for shipping costs from the Customer to Riverbed are outlined in the table below. In the event of an RMA from a location outside of the U.S., upon request from Riverbed, Customer will provide to Riverbed the original import documentation for that Hardware. If Customer has Gold-level Support and Customer’s ship to location is not in an EU country or is in a location where Riverbed does not have an in-country logistics center, then in any such case Customer will be the importer of record for a replacement part shipment and the exporter of record for the return of the defective Hardware. If Customer has Gold Plus or Platinum Support and Customer’s ship to location is not in an EU country or is in a location where Riverbed does not have an in-country logistics center, then in any such case Customer will be the exporter of record for the return of the defective Hardware.

Region	Country	Gold		Gold Plus		Platinum		Dead on Arrival	
		Riverbed	Customer	Riverbed	Customer	Riverbed	Customer	Riverbed	Customer
APAC	Australia	x		x		x		x	
APAC	China	x		x		x		x	
APAC	Hong Kong	x		x		x		x	
APAC	India	x		x		x		x	
APAC	Indonesia	x		x		x		x	
APAC	Japan	x		x		x		x	
APAC	Korea	x		x		x		x	
APAC	Malaysia	x		x		x		x	
APAC	New Zealand	x		x		x		x	
APAC	Philippines	x		x		x		x	
APAC	Singapore	x		x		x		x	
APAC	Taiwan	x		x		x		x	
APAC	Thailand	x		x		x		x	
APAC	All other APAC countries		x	x		x		x	
EMEA	Bahrain	x		x		x		x	
EMEA	Egypt	x		x		x		x	
EMEA	EU States	x		x		x		x	
EMEA	Norway	x		x		x		x	
EMEA	Russia	x		x		x		x	
EMEA	Saudi Arabia	x		x		x		x	
EMEA	South Africa	x		x		x		x	
EMEA	Switzerland	x		x		x		x	
EMEA	Turkey	x		x		x		x	
EMEA	United Arab Emirates	x		x		x		x	
EMEA	All other EMEA countries		x	x		x		x	
CANADA	Canada	x		x		x		x	
LATAM	Argentina	x		x		x		x	
LATAM	Brazil	x		x		x		x	
LATAM	Chile	x		x		x		x	



Region	Country	Gold		Gold Plus		Platinum		Dead on Arrival	
		Riverbed	Customer	Riverbed	Customer	Riverbed	Customer	Riverbed	Customer
LATAM	Colombia	x		x		x		x	
LATAM	Mexico	x		x		x		x	
LATAM	Peru	x		x		x		x	
LATAM	All other LATAM countries		x	x		x		x	
US	USA	x		x		x		x	

3. **Dead on Arrival Hardware.** For RMAs that are issued by Riverbed within the first thirty days after original Hardware shipment, Riverbed will ship a new (not refurbished) advance replacement unit via express delivery; such Hardware may be shipped from Riverbed's manufacturing facilities. In such circumstance, Customer will return the defective Hardware unit within thirty days after the replacement has been shipped. If the defective Hardware 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 Hardware unit. Riverbed will use reasonable efforts to ship advance replacement units for requests confirmed by 2:00 pm PT USA by Riverbed for next business day delivery.
4. **Advanced or Onsite Delivery.** For Riverbed-issued RMAs:
 - (a) **Gold Support Customers.** Riverbed will ship an advance replacement Hardware unit via express delivery. In such circumstance, Customer will return the defective Hardware unit within thirty days after the replacement has been shipped. If the defective Hardware 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. Advance replacement requests confirmed by 2:00 pm local time (using the time zone of the location of the nearest Riverbed replacement Hardware depot) by Riverbed will be shipped for next business day delivery.
 - (b) **Gold Plus Support Customers.** Riverbed will deliver replacement Hardware to the applicable installation location within 4 hours, 24 hours per day, 7 days per week, provided that the delivery time may be greater than 4 hours based on the location, and four-hour coverage may only be available during business hours in some locations. Riverbed will use reasonable efforts to establish service spares close to the installation location within thirty days after (i) shipment of the applicable Hardware; (ii) notice from Customer that the installation location has moved; or (iii) upgrade by Customer from Gold to Gold Plus Support; Hardware delivery times may be impacted until such service spares are established. As requested by Riverbed, Customer will make the defective unit available for collection at the time of delivery of the replacement unit or will return the defective unit within thirty days after the replacement has been shipped to Customer. 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.
 - (c) **Platinum Support Customers.** Riverbed will provide on-site Hardware repair or replacement within 4 hours, 24 hours per day, 7 days per week, provided that the on-site response time may be greater than four hours based on the location, and four-hour coverage may only be available during business hours in some locations. Please contact Riverbed to determine if Platinum Support is available in your area, and if it is, the applicable on-site response time for your location. Riverbed will use reasonable efforts to establish service spares and trained local field engineers close to the installation location within thirty days after (i) shipment of the applicable Hardware; (ii) notice from Customer that the installation location has moved; or (iii) upgrade by Customer from Gold or Gold Plus to Platinum Support; on-site response times may be impacted until such service spares and local field engineers are established. As requested by Riverbed, Customer will make the defective unit available for collection at the time of repair or replacement or will return the defective unit within thirty days after such on-site repair or replacement. 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.
5. **Limitations.**
 - 5.1. **Generally.** Extended delivery timescales may result from: (a) special configurations requiring additional time before a new replacement unit can be shipped; (b) international customs clearing, export/import laws and regulations and local interstate/legal/fiscal requirements for non-US destinations; and (c) irregular express delivery service available in some remote international locations. As used in this Section, "express delivery" means next business day delivery, subject to all applicable requirements to confirm a replacement request by the applicable cut-off time specified above. Requests for replacements that are confirmed after the applicable cut-off time specified above will be shipped on the following business day via next business day delivery.
 - 5.2. **Gold Plus and Platinum Support Customers.** Customer is responsible for contacting Riverbed to determine if Gold Plus and/or Platinum Support is available in Customer's area, and if so, the applicable Hardware delivery time and/or on-site response time for such location. If Customer moves the installation location and does not notify Riverbed of such change at least thirty days prior to a request for Hardware delivery or on-site Support Services (as applicable), Riverbed may charge Customer on a time and materials basis for any additional costs incurred to be able to meet the delivery or on-site Support Services (as applicable) requirements and/or the delivery time or onsite response time (as applicable) may be impacted. Notwithstanding the foregoing or anything to the contrary, Gold Plus and/or Platinum Support might not be available at a new installation location or might not be available with the same coverage as a previous installation location, and Riverbed is not responsible for any unavailability or decreased coverage under Gold Plus or Platinum Support resulting from a change in installation location.