



AUTHORIZED CHANNEL PARTNER INTERNAL USE TERMS & CONDITIONS

These Authorized Channel Partner Internal Use Terms & Conditions (“**Internal Use Terms**”) set forth the terms and conditions that govern Partner’s Internal Use (as defined below) of Products and Services that are made available by Riverbed Technology, Inc. and/or any of its affiliates, as applicable (“**Riverbed**”). These Internal Use Terms supplement the terms of your applicable distributor, reseller, service provider, systems integrator, or other channel partner agreement (“**Agreement**”). 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 its Internal Use.

1. **Internal Use.** Subject to all the terms and conditions of these Internal Use Terms and the Agreement, Riverbed hereby authorizes Partner for the term of the Agreement to (a) purchase Products and/or Services for Partner’s Internal Use and (b) Internally Use the Products and Services pursuant to the terms of the EULA, 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). “**Internal(ly) Use**” means the internal business use of a Product and/or Service by Partner. “**EULA**” means the applicable Riverbed license agreement that accompanies a Product and is also located at www.riverbed.com/license, and which governs use of the Product. If Partner purchases any Products and/or Services for its own Internal Use, Partner will be deemed the End User for purposes of the Agreement. If Partner is deemed the End User with respect to a Product, Internal(ly) Use does not include use of, and Partner shall not use, any such Products in connection with providing managed services, outsourced services, system integrator services, or any other services to any other End User. Partner shall not resell or transfer any Product or Service purchased for Partner’s Internal Use to any third party.

2. **Support.** Partner may purchase End User Support in connection with its Internal Use, under which Riverbed shall provide End User Support to Partner. “**End User Support**” means Riverbed’s then-current generally available End User maintenance and support services as described at www.riverbed.com/supportservicedescription.

3. **Additional Direct Purchase Terms.** The terms in this Section 3 apply only to direct purchases by Partner from Riverbed for Internal Use by Partner. Partner shall designate the type of use as Internal Use on the applicable Order. Partner shall identify Partner as the End User for each such Order. For each Order Partner shall ensure that the Products and/or Services purchased on that Order may only be used for the benefit of Partner for Partner’s Internal Use. Partner may purchase Products and Services for Partner’s Internal Use 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. **General.** Any capitalized terms used in these Internal Use Terms, but not defined, will have the meanings attributed to such terms in the Agreement. These Internal Use Terms are incorporated by reference into the Agreement and any breach of these Internal Use Terms will be deemed a breach by Partner of the Agreement. Any breach of any of the terms of Section 1 of these Internal Use Terms and/or the EULA will be excluded from the limitation of liability provisions in the Agreement. Unless otherwise expressly indicated, “including” (and other variations thereof) means, as applicable, “including but not limited to”. If the Agreement expressly covers the access, license and/or usage of Products and/or Services for Partner’s Internal Use, then the express terms of the Agreement will govern to the extent the Agreement conflicts with these Internal Use Terms.