

EVENT TERMS AND CONDITIONS

These Event Terms and Conditions (“**Event Terms**”) apply to any attendance of, or participation in, any event hosted or organized by Riverbed Technology, Inc. and its affiliates (“**Riverbed**”), including in-person events and online events and webinars (each, an “**Event**”).

1. FORWARD-LOOKING STATEMENTS

Presentations at the Event may contain “forward-looking” statements that are based on our management’s beliefs and assumptions and on information currently available to management. Any presentation is Riverbed’s Confidential and Proprietary Information and neither it nor the information included therein may be used or disclosed to any third party without Riverbed’s prior written consent. Such information (a) is for background informational purposes only and is not a commitment, promise or legal obligation to deliver any new products, features or functionality now or anytime hereafter and (b) to the maximum extent permitted by applicable law is provided “as is” without warranty of any kind, including, without limitation, any express or implied warranties of merchantability, accuracy, fitness for a particular purpose, satisfactory quality, correspondence with description, or non-infringement of third party intellectual property rights. The development, release and timing of any features or functionality described remains at Riverbed’s sole discretion. Any possible future services or features referenced in this or other presentations are not currently available and may not be provided or made available in accordance with any proposed timetable or at any time at all. Customers or partners who purchase Riverbed products and services should make such purchase decisions based upon features that are currently available as of the date of sale or license in accordance with the then-current specifications for the Riverbed products and services and applicable terms and conditions of sale or license associated therewith, which set forth the sole basis for any potential liability that Riverbed may have in connection with such products or services. Riverbed assumes no obligation and does not intend to update any forward-looking statements included in any presentation.

2. ACCESS TO VIRTUAL EVENTS

- 2.1. Participants who register for virtual Events may be given user names and passwords. Except to the extent that a user name and password is expressly intended for more than one person as confirmed by Riverbed in writing, you are not permitted:
 - 2.1.1. to share user name and password details with any other person(s) (including for the avoidance of doubt, any other colleague, employee, partner); or
 - 2.1.2. to make their user names and passwords available to multiple users on a network.
- 2.2. You are responsible for all access to any Event and/or use of any materials, data, information and products provided by Riverbed or its event partners at, relating to or forming part of the Event (“**Content**”) and for preventing the unauthorized use of your user name and password. If you believe there has been any breach of security (such as the disclosure, theft or unauthorized use of any user name or password), you must notify Riverbed immediately.
- 2.3. A virtual Event may include discussion groups, virtual meeting rooms and other forums (“**Interactive Areas**”) enabling interaction between you, Riverbed and other Event sponsors. Riverbed does not control and is not responsible for information and/or materials posted to Interactive Areas by participants or sponsors (“**User-Generated Content**”) and cannot guarantee the veracity or accuracy of any such User-Generated Content. All use of the Interactive Areas is at your risk and you should not rely on User-Generated Content in any way.
- 2.4. You hereby grant Riverbed a non-exclusive, perpetual, royalty-free license to use, reproduce, modify and/or sub-license all or any part of the User-Generated Content posted by you. Riverbed may, without notice to you or any third party, delete, move or edit any such User-Generated Content or part of it. To the extent permitted under applicable law, you hereby waive all moral rights or rights of a similar nature in any jurisdiction in any User-Generated Content.
- 2.5. You are responsible for the content of the User-Generated Content which you contribute and must comply with the restrictions set out below when publishing it. Riverbed is under no obligation to monitor User Generated Content.
- 2.6. You may not, within the Interactive Areas post, publish, link to, upload, download, send, distribute, use or re-use any information or material which: (a) is obtained in breach of confidence or which contains confidential information or infringes any intellectual property rights or rights of privacy or other rights of any third party; (b) is offensive, threatening, abusive, indecent, defamatory, obscene; (c) is unlawful; (d) constitutes unsolicited advertising or promotional material of any type; or (e) constitutes or contains a virus or other harmful component or malware.
- 2.7. You may not use any Interactive Area: (a) for any unlawful purpose; (b) to impersonate any person, company, group or entity or misrepresent a relationship to or with any of the same; or (c) to collect, store, disclose or otherwise process any personal data in relation to your use of any Interactive Area without the express consent of the relevant individual.

3. PERSONAL RELEASE

- 3.1. Riverbed (and/or others on behalf of Riverbed) may be photographing, recording (both audio and video), webcasting and podcasting (“**Recordings**”) at Event venues, events or activities. This includes but is not limited to keynotes, breakout sessions, technical sessions, hosted events, concerts and other activities. By agreeing to these Terms and attending the Event:
 - 3.1.1. You agree that your image, likeness, voice, statements and other identifying characteristics (your “**Image**”) may be Recorded, and you consent to the use of your Image in connection with the use of the Recordings.
 - 3.1.2. You irrevocably grant Riverbed and its agents, contractors, licensees and designees and their respective successors and assigns a non- exclusive, worldwide, royalty-free and fully paid-up, perpetual license to use, reproduce,



distribute, prepare derivative works of, translate, display, perform and otherwise exploit the Recordings and your Image therein, in whole or in part, in any and all media formats and through any and all media channels, in any manner and for any purpose in connection with Riverbed, its business and/or the Event (including any future reoccurrence of the Event or a similar event), and for any other lawful purpose.

- 3.1.3. You waive any right you may have to inspect and/or approve the use of the Recordings or any reproductions thereof, and you agree that Riverbed is not obligated to make any use of your Image or exercise any of the rights granted to it.
- 3.1.4. You understand that your Image may appear in Recordings made available to you, other attendees, or the public, and that third parties may retain and distribute those Recordings.
- 3.1.5. You agree that Riverbed exclusively owns all rights (including without limitation, intellectual property rights) in the Recordings and all results and proceeds derived from the use of the Recordings and your Image therein, and that no portion of such proceeds will be shared with you.
- 3.1.6. You waive and release any and all rights of privacy and publicity, and any and all claims to compensation or damages or of violation of intellectual property rights, in connection with the use of the Recordings and your Image therein and/or any advertising or publicity relating thereto.
- 3.1.7. You represent that you are of full legal age and have read this release and fully understand its contents.

4. THIRD PARTY LINKS

The Event materials may contain links to third party sites; such linked sites are not under the control of Riverbed and Riverbed is not responsible for the content of any linked site or any link contained in a linked site. Riverbed reserves the right to remove any links at any time. Riverbed does not endorse the companies or products to which it links and reserves the right to note such on its web pages. If you decide to access any of the third party sites linked you do so entirely at your own risk.

5. WARRANTIES

RIVERBED MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE EVENTS OR EVENT REGISTRATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND RIVERBED SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6. PERSONAL DATA

- 6.1. Riverbed will handle and protect any Personal Data (as defined in Riverbed's General Privacy Policy) provided in connection with the Event in accordance with Riverbed's General Privacy Policy available at www.riverbed.com/privacypolicy.
- 6.2. By providing your personal data to Riverbed, you consent to Riverbed's collection of such personal data for the purposes of effectuating your registration and to provide you with communications related to the Event, or Riverbed's platform. Riverbed will also use personal data provided by you (such as your first and last name and company name) for the purpose of administering your participation with the Event and marketing the Event and future reoccurrences of the Event. To this end, Riverbed may disclose your personal data to third-party service providers (e.g. registration solution providers and other vendors engaged by Riverbed to conduct the Event).
- 6.3. As part of your Event participation, you may provide your personal data to third parties, including vendors or other Event attendees, who are not employees of Riverbed. Riverbed is not responsible for how such a third-party uses your personal data.