



Additional Use Rights

This Additional Use Rights document (“**Additional Use Rights**”) sets forth additional terms, conditions and/or limitations that govern the use and/or provision of the products and services listed below that are sold, licensed or made available by Riverbed Technology LLC and/or any of its affiliates, as applicable (“**Riverbed**”), in addition to all of the terms of the applicable purchase, license or other agreement that references these Additional Use Rights (“**Agreement**”). More than one set of terms set forth in these Additional Use Rights may apply to a particular product as referenced below. Any references to “**You**” or “**Your**” below mean the applicable customer, buyer, or licensee specified in the Agreement. References to products, software and services refer to products, software and/or services purchased or licensed under the terms of the applicable Agreement. If You have not purchased or licensed a particular product or service, then any terms below that are specific to that product or service do not apply to You until You purchase or license such product or service. Any breach of the terms of these Additional Use Rights, including any use of any product, software, or service not in accordance with the applicable terms set forth below, will be deemed a breach by You of the Agreement. Unless otherwise expressly indicated, “including” (and other variations thereof) means, as applicable, “including but not limited to”. Capitalized terms used in these Additional Use Rights, but not defined herein, will have the meanings attributed to such terms in the Agreement.

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1. GENERALLY APPLICABLE TERMS

1.1. LICENSING MODELS AND METRICS

Certain products are made available on a concurrent, Licensed Server or Licensed Device, and/or on a per user or per seat basis, and/or are subject to other capacity metrics as set forth in the applicable ordering documentation received by Riverbed, the product description on Riverbed's then-current price list, or these Additional Use Rights with respect to a particular product. The following terms apply to any such products unless otherwise specified in these Additional Use Rights for a particular product.

- **Concurrent Basis.** Software licensed on a concurrent basis may be copied onto any number of Your laptops, personal computers, or other compatible devices provided that the total number of concurrent users and/or executions does not exceed the number of concurrent user and/or execution licenses acquired by You. Each user that is using an instance of software will be deemed a concurrent user, and each execution of software will be deemed a concurrent execution, for purposes of calculating the total number of concurrent users and/or concurrent executions.
- **Licensed Device and/or Licensed Server Basis.** “**Licensed Device**” means a single laptop or personal computer that is identified to Riverbed at the time of purchase or download and that is running a supported operating system or computing platform. “**Licensed Server**” means a single server or cluster of servers operating as a single entity that is identified to Riverbed at the time of purchase or download and that is running a supported operating system or computing platform. Each instance of the applicable software licensed by You must be installed on a Licensed Device and/or Licensed Server. Software licensed on a Licensed Server basis may also be installed on a single backup server or cluster of backup servers operating as a single entity running a supported operating system or computing platform and used only if the primary Licensed Server fails. Only one copy of a single software instance licensed on a Licensed Device and/or Licensed Server basis may be running or used at any time. Provided that the software is covered by a then-current support plan, You may transfer software from the designated License Device and/or Licensed Server to another designated device and/or server that meets the requirements to be a Licensed Device and/or Licensed Server, provided that the new designated device and/or server is identified to Riverbed at the time of transfer and, upon transfer, the software on the original Licensed Device and/or Licensed Server is no longer used and is de-installed using any de-installation instructions provided by Riverbed. Upon transfer of the software to a new designated device and/or server in accordance with the foregoing requirements, the new designated device and/or server will be deemed a Licensed Device and/or Licensed Server.
- **Per Device / Per Seat / Per User / Per Unit Basis.** Software licensed on a per device, per seat, per user and/or similar per unit basis may be used only up to the number of devices, seats, users and/or other applicable units purchased by You for that instance. If the software is licensed on a named user basis, only the specified named users may access and the use of the software and named user accounts may not be shared between multiple users.
- **Capacity.** For software licensed on a capacity basis, each instance of software purchased by You may be used only up to the capacity purchased by You for that instance (e.g., throughput, bandwidth, number of TCP connections, flow capacity, packet storage, number of management licenses for Riverbed devices, or other specified capacity).

1.2. SPARES

The following additional terms apply to any Riverbed product designated by Riverbed as a “spare” or “cold spare” at the time of sale or on Riverbed's then-current price list and provided solely as a replacement unit and not for independent production use (each a, “**Spare**”).

You shall use each Spare solely for replacement of a fully licensed product that is no longer operational and has been disconnected from Your network and power supply. You must contact Riverbed Support to transfer any applicable support service plans from the fully licensed product to the Spare. Upon replacement, the Spare will become a fully licensed product subject to the terms of the applicable Agreement, whereupon the product removed from production will become a Spare. Any use by You contrary to the foregoing is prohibited; if You use the Spare in a manner contrary to the foregoing, then in addition to any other remedies that may be available to Riverbed, You shall promptly pay Riverbed the difference between the then-current applicable product price and the price paid for the applicable Spare.

1.3. LAB UNITS

The following additional terms apply to any Riverbed product designated by Riverbed as a “lab unit” or “lab product” or “development license” at the time of sale or on Riverbed's then-current price list (“**Lab Units**”).

Each Lab Unit is provided solely for Your internal lab testing and not for use in a production environment. Lab Units must not be resold or transferred or used for the benefit of any third party. Any use by You contrary to the foregoing is prohibited; if You use the Lab Unit in a manner contrary to the foregoing, then in addition to any other remedies that may be available to Riverbed, You shall promptly pay Riverbed the difference between the then-current applicable product price and the price paid for the applicable Lab Unit.

1.4. NFR SOFTWARE

The following additional terms apply to any Riverbed software provided to You that is identified at the time of order or provision of the software as Not-For-Resale (“**NFR**”) software:

NFR software licenses expire one (1) year after the date that Riverbed provides the applicable license key(s) to You. Each instance of the NFR software may only be installed once at Your site and used solely for the purpose of internally testing and demonstrating the NFR software to prospective customers. NFR software licenses must not be used in a production environment or resold or transferred to any third party. Any use by You contrary to the foregoing is prohibited; if You use the NFR software in a manner contrary to the foregoing, then in addition to any other remedies that may be available to Riverbed, You shall promptly pay Riverbed the difference between the then-current list price of such software and the price paid for the applicable NFR software (if any). NFR software is provided “AS IS” without any warranty or indemnity of any kind.



1.5. PS USAGE PRODUCTS

The following additional terms apply to any products which are provided by Riverbed for installation at Your facilities solely for temporary use by Riverbed or You in connection with Riverbed's performance of a professional services engagement for You ("**PS Usage Products**").

All PS Usage Products are subject to the terms and conditions of the Agreement. As between Riverbed and You, Riverbed retains ownership of all PS Usage Products. You shall not, and shall not authorize or permit any other person or entity to, directly or indirectly: (a) use any PS Usage Product except in connection with receipt of the applicable professional services for which it was provided, (b) copy, modify, distribute, or create derivative works of any PS Usage Product, (c) place any lien or encumbrance of any kind on any PS Usage Product, or (d) move or transfer any PS Usage Product from the location designated by Riverbed or otherwise agreed by Riverbed in writing. Unless otherwise agreed by Riverbed, (i) You are responsible for and shall pay any import related charges incurred in connection with any shipment of any hardware PS Usage Product to You, (ii) within 15 days after receipt of Riverbed's request, You shall promptly return each hardware PS Usage Product to Riverbed and uninstall any software only PS Usage Products in accordance with Riverbed's instructions, and (iii) You are responsible for and shall pay all shipping charges associated with the return to Riverbed of any hardware PS Usage Product, including any applicable export related charges. You shall return all components of a hardware PS Usage Product, including any cables, cards, or other accessories. You shall use the original shipping container (or the equivalent). Riverbed will provide You with the shipping address at the time of the return request. If mutually agreed by the parties, subject to Your payment of any applicable fees for such services, You shall promptly permit Riverbed to access Your premises to collect any hardware PS Usage Products and/or uninstall any software only PS Usage Products. Notwithstanding the foregoing, You are responsible for any loss of or damage to any of the PS Usage Products once shipped to, installed or otherwise provided at Your facilities until such PS Usage Products are returned to or collected by Riverbed, and if any such PS Usage Products are lost, damaged, or otherwise not returned to or collected by Riverbed in accordance with the foregoing requirements, You shall reimburse Riverbed for an amount not to exceed the then-current list price of the applicable product. As used herein, return of a hardware PS Usage Product to Riverbed means confirmed delivery of the PS Usage Product to the location designated by Riverbed. Riverbed is not obligated to provide any support or maintenance services for any PS Usage Product.

1.6. NO-CHARGE OFFERINGS

Riverbed may make certain offerings available to You available at no charge, including free accounts, evaluations, trial use, betas (collectively, "**No-Charge Offerings**"). Any use of No-Charge Offerings is subject to the applicable No-Charge Offering terms available at www.riverbed.com/nochargeofferingterms.

1.7. THIRD PARTY PRODUCTS

You acknowledge that certain Riverbed products may have integrations or other features or functionality that permit interoperability or use with third party software, services, and/or other technology that are not provided by Riverbed (collectively, "**Third Party Technology**"), and that such Third Party Technology may be subject to separate terms and conditions. If You use any Riverbed product in connection with any Third Party Technology, You are solely responsible for complying with the Third Party Technology vendor's applicable terms and conditions and privacy policies, and You further acknowledges that all use of Third Party Technology is at Your sole risk. Riverbed is not obligated to provide any support for any Third Party Technology. Riverbed does not guarantee or warrant that any Riverbed product will have any ongoing integration support and/or will remain interoperable with any Third Party Technology; Riverbed reserves the right to discontinue any Riverbed product integration that permits interoperability or use with any Third Party Technology at any time in Riverbed's sole discretion.

1.8. FEEDBACK

From time to time You may choose to submit Feedback to us, including any Feedback that You submit to Riverbed directly through a Riverbed product. Riverbed may, in connection with any of its products or services, freely use, copy, disclose, license, distribute, and otherwise exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your confidential information, and nothing in these Additional Use Rights or the Agreement limits Riverbed's right to independently use, develop, evaluate, or market products and/or services, whether incorporating Feedback or otherwise.

"**Feedback**" means any and all comments, questions, ideas, suggestions, and/or other feedback relating to any of Riverbed's products and/or services.

2. APPLICATION ACCELERATION

2.1. SAAS ACCELERATOR

The following additional terms apply to SaaS Accelerator:

SaaS Accelerator is made available on a per application unit ("**AppUnit**") basis and You may use SaaS Accelerator for up to the number of AppUnits for which You have paid the applicable subscription fees. You may allocate AppUnits to accelerate the performance of specified third-party SaaS applications (each, a "**SaaS App**"); the then-current SaaS Apps available are listed in the Documentation (as may be updated by Riverbed from time to time). Any acquisition by You of SaaS Apps, support for SaaS Apps, and any exchange of data between You and the SaaS App provider, product, and/or service is solely between You and the applicable SaaS App provider. The subscription fees for SaaS Accelerator include bundled egress data; You may also separately purchase additional egress data capacity. You are responsible for ordering the correct amount of AppUnits on a per user basis and/or egress data. Riverbed reserves the right to invoice You (in accordance with Riverbed's [Standard Terms and Conditions of Sale](#)) if You exceed a contractual usage limit specified in the applicable ordering documentation received by Riverbed, but only after Riverbed has provided You with at least 2 excess usage notices, and at least 30 days have passed since the transmission of the first notice.

Riverbed may add, change, remove, or suspend any SaaS App from the SaaS Accelerator Manager at any time in Riverbed's discretion. Riverbed will use reasonable efforts to provide You with thirty (30) days' prior notice (posted on the SaaS Accelerator Manager and/or sent to Your email address on file with Riverbed) prior to any removal or suspension of any SaaS App, provided that Riverbed may suspend any SaaS App immediately without prior notice if the SaaS App poses a significant risk to the security, performance, or stability of Riverbed's networks (as determined by Riverbed in its sole discretion). Riverbed will notify You through the SaaS Accelerator Manager and/or via email if a suspended SaaS App is permanently removed. You shall



not use any SaaS App that has been suspended or removed from the SaaS Accelerator Manager and, if You were using such SaaS App at the time of the suspension or removal, You shall delete such SaaS App from Your SaaS Accelerator Manager within thirty (30) days of the suspension or removal.

Subscriptions for products are generally noncancellable and nonrefundable except as expressly provided herein for SaaS Accelerator. If a SaaS App is removed from SaaS Accelerator and You had such SaaS App enabled in SaaS Accelerator at the time Riverbed initially provided notice of such removal, or if no prior notice, at the time such SaaS App is removed, then, at Riverbed's discretion, (a) if available, Riverbed will offer You a substitute product of equal or greater functionality at no additional charge with a subscription that will co-terminate with the end of Your then-current SaaS Accelerator subscription, or (b) if Riverbed determines that no substitute product of equal or greater functionality is available, You may terminate Your applicable SaaS Acceleration subscription(s) from which the SaaS App has been removed by providing written notice to Riverbed within thirty (30) days after the date of removal of the SaaS App. For the avoidance of doubt, cancellation of Your subscription is not an option if a substitute product of equal or greater functionality is made available by Riverbed. If a SaaS App is continuously suspended from SaaS Accelerator for more than thirty (30) days and You had such SaaS App enabled in SaaS Accelerator at the time Riverbed initially provided notice of such suspension, or if no prior notice, at the time such SaaS App is suspended, You may terminate Your applicable SaaS Acceleration subscription(s) from which the SaaS App has been continuously suspended by providing written notice to Riverbed within sixty (60) days after the initial date of suspension of the SaaS App. After receipt of a valid written cancellation request in accordance with this Section, Riverbed will cancel the subscription for the applicable product and issue a credit equal to the amount of any prepaid, unused fees received by Riverbed for the cancelled subscription. Riverbed will only issue credits for full monthly fees; no partial months will be credited. If You purchased directly from Riverbed, such credit will be issued to You. If You purchased through a Riverbed channel partner, such credit will be issued to the Riverbed channel partner who purchased such subscription from Riverbed. You must contact the Riverbed channel partner from which You purchased the applicable subscription regarding any requested credits. Riverbed is not responsible for any difference between the amount paid to Riverbed for any cancelled, unused subscription term and the amount paid by You for such cancelled, unused subscription term or for any transactions between You and the applicable channel partner.

2.2. ACCELERATOR FOR OFFICE 365

The following additional terms apply to Accelerator for Office 365:

Accelerator for Office 365 is made available on a per user basis and You may use Accelerator for Office 365 for up to the number of users for which You have paid the applicable subscription fees. You must purchase a subscription license for Accelerator for Office 365 for each User. The subscription fees for Accelerator for Office 365 include bundled egress data. Riverbed reserves the right to invoice You (in accordance with Riverbed's [Standard Terms and Conditions of Sale](#)) for egress data usage in excess of 10 GiB (GiB means 1024³ bytes) per user per month, but only after Riverbed has provided You with at least 2 excess data usage notices, and at least 30 days have passed since the transmission of the first notice.

2.3. CLOUD ACCELERATOR

The following additional terms apply to Cloud Accelerator (f/k/a Cloud SteelHead CCX):

Definitions

- **"Cloud Portal"** means Riverbed's license management portal used to manage Cloud Accelerator virtual appliances; access to Cloud Portal is included as part of Your Cloud Accelerator license.
- **"Discovery Agent"** means the downloadable software package provided by Riverbed as part of Your Cloud Accelerator license.
- **"Public Cloud Services Provider"** means a third party service provider or public cloud computing provider that provides computing infrastructure and platform services to end customers via the public internet.

Each instance of Cloud Accelerator software licensed by You (a) may be installed in either a designated Public Cloud Services Provider environment or at Your site, and may be used for the Usage Term purchased by You to optimize only the amount of bandwidth and number of TCP connections licensed by You for that instance, and (b) includes access to Riverbed's Cloud Portal and use of Riverbed's Discovery Agent software, which may be used for the Usage Term purchased by You. With respect to any instances of Cloud Accelerator software installed at Your site, such Cloud Accelerator software may only be used to optimize traffic between You and Your designated Public Cloud Services Provider environment and must not be used to optimize traffic solely on Your network.

2.4. ECDN ACCELERATOR

The following additional terms apply to eCDN Accelerator:

Riverbed will provide eCDN Accelerator in accordance with the applicable service level agreement ("**SLA**") as described at www.riverbed.com/sla.

3. NETWORK PERFORMANCE MANAGEMENT

3.1. STEELCENTRAL NETPROFILER

3.1.1. The following additional terms apply to SteelCentral NetProfiler Virtual Edition, SteelCentral Flow Gateway Virtual Edition and SteelCentral NetExpress Virtual Edition (each and together "**NetProfiler Solution**"):

If You are using NetProfiler Solution software to capture traffic from devices used to deliver a managed or outsourced service to Your end customers, You shall not resell, transfer, sublicense, or distribute any such NetProfiler Solution software to any end customer, and You shall use each instance of such NetProfiler Solution software to manage Riverbed devices for only one end customer.

3.1.2. The following additional terms apply to the SteelCentral Advanced Security Module:



You may purchase a SteelCentral Advanced Security Module as an add-on software module for SteelCentral Enterprise NetProfiler (xx70 platform or greater). The SteelCentral Advanced Security Module is provided "AS IS" without any warranty or indemnity of any kind. Riverbed does not warrant the accuracy of any SteelCentral Advanced Security Module threat intelligence updates or that the SteelCentral Advanced Security Module threat intelligence feature will not provide false positive or false negative results.

3.2. STEELCENTRAL PACKET ANALYZER

3.2.1. The following additional terms apply to SteelCentral Packet Analyzer Plus software:

SteelCentral Packet Analyzer Plus software generates and stores usage logs that record the installation and usage of instances of the SteelCentral Packet Analyzer Plus software, including when such instances are started and stopped. You shall not delete and/or modify any such logs, and shall not disable and/or interfere with the production and/or retention of any such logs. From time to time at Riverbed's request, You shall provide Riverbed with copies of such logs. If any log reveals any excess usage, unless otherwise mutually agreed by Riverbed and You, Riverbed reserves the right to invoice You (in accordance with Riverbed's [Standard Terms and Conditions of Sale](#)) for the excess usage at Riverbed's then-current list price for such usage and You shall pay such invoice within 10 days after receipt of the invoice.

3.2.2. The following additional terms apply to SteelCentral Packet Analyzer Plus Companion Licenses (as defined below):

Definitions

- **"Companion License"** means a companion license for SteelCentral Packet Analyzer Plus that corresponds to Your existing license for SteelCentral Packet Analyzer.

If You have previously purchased SteelCentral Packet Analyzer, Riverbed may, in its sole discretion, provide You with a Companion License at no additional cost to You.

Each Companion License may only be used jointly with a corresponding instance of SteelCentral Packet Analyzer software and must be installed on the same underlying device as the corresponding SteelCentral Packet Analyzer software. You shall not install or run any Companion License on any device that does not have a then-current SteelCentral Packet Analyzer software license installed. In accordance with the foregoing requirements, You may use Companion Licenses for up to the number of Licensed Devices (as defined in Section 1.1) or concurrent users for which You have paid the applicable SteelCentral Packet Analyzer license fees. For Companion Licenses provided with SteelCentral Packet Analyzer software licensed on a concurrent user basis, then a user that is using an instance of SteelCentral Packet Analyzer software together with a Companion License on the same computer in accordance with the foregoing requirements shall be deemed one concurrent user for purposes of calculating the total number of Your concurrent users. For the avoidance of doubt, any Companion Licenses issued by Riverbed shall be deemed included as part of, not in addition to, the total number of concurrent user licenses of SteelCentral Packet Analyzer software actually purchased by You.

3.3. STEELCENTRAL TRANSACTION ANALYZER

3.3.1. The following additional terms apply to SteelCentral Transaction Analyzer Plus software:

A single instance of SteelCentral Transaction Analyzer Plus software consists of an instance of SteelCentral Transaction Analyzer Enterprise software bundled with a companion instance of SteelCentral Packet Analyzer Plus software; both the SteelCentral Transaction Analyzer Enterprise software and the companion SteelCentral Packet Analyzer Plus software must be installed together on the same underlying device. The bundled SteelCentral Transaction Analyzer Plus components may not be decoupled; You shall not install or run any instance of SteelCentral Transaction Analyzer Enterprise software that is included as part of a SteelCentral Transaction Analyzer Plus software separately from its companion instance of SteelCentral Packet Analyzer Plus software or vice versa. You may use SteelCentral Transaction Analyzer Plus for up to the number of Licensed Devices (as defined in Section 1.1) or concurrent users for which You have paid the applicable license fees.

3.3.2. The following additional terms apply to SteelCentral Packet Analyzer Plus Companion Licenses (as defined below):

Definitions

- **"Companion License"** means a companion license for SteelCentral Packet Analyzer Plus that corresponds to Your existing license for SteelCentral Transaction Analyzer Enterprise or Standard editions (hereinafter referred to as **"Transaction Analyzer"**).

If You have previously purchased SteelCentral Transaction Analyzer, Riverbed may, in its sole discretion, provide You with a Companion License at no additional cost to You.

Each Companion License may only be used jointly with a corresponding instance of SteelCentral Transaction Analyzer software and must be installed on the same underlying device as the corresponding SteelCentral Transaction Analyzer software. You shall not install or run any Companion License on any device that does not have a then-current SteelCentral Transaction Analyzer software license installed. In accordance with the foregoing requirements, You may use Companion Licenses for up to the number of Licensed Devices (as defined in Section 1.1) or concurrent users for which You have paid the applicable SteelCentral Transaction Analyzer license fees. For Companion Licenses provided with SteelCentral Transaction Analyzer software licensed on a concurrent user basis, then a user that is using an instance of SteelCentral Transaction Analyzer software together with a Companion License on the same computer in accordance with the foregoing requirements shall be deemed one concurrent user for purposes of calculating the total number of Your concurrent users. For the avoidance of doubt, any Companion Licenses issued by Riverbed shall be deemed included as part of, not in addition to, the total number of concurrent user licenses of SteelCentral Transaction Analyzer software actually purchased by You.

3.3.3. The following additional terms apply to Distributed Agent Controller Module for SteelCentral Transaction Analyzer:

Each Distributed Agent Controller Module license may be used only on one synthetic transaction generator at a time.

3.4. STEELCENTRAL RIVERBED MODELER

3.4.1. The following additional terms apply to use by any University Customer (as defined below) of any software, versions and modules associated with SteelCentral Riverbed Modeler (“**Modeler**”):

Definitions

- “**University Customer**” means a customer that is an institution of higher education and that is approved in writing by Riverbed to participate in the University Modeler Program.
- “**Faculty Member**” means an individual that is a full or part time member of University Customer’s faculty, whether University Customer treats such person as an employee or independent contractor.
- “**Student**” means an individual that is enrolled as a full or part time student of University Customer and is sponsored by a Faculty Member.

To be eligible to participate in the University Modeler Program, University Customer must have either (a) a valid six-month license for an applicable product or (b) a valid one-year license for an applicable product and a valid maintenance contract. University Customer shall ensure that Faculty Members and Students use Modeler only for the purposes of (a) performing research and thesis work at University Customer’s facilities for the benefit of University Customer and/or (b) teaching Students in conjunction with a class offered on the premises of University Customer. University Customer shall not, and shall ensure that Faculty Members and Students do not, use Modeler for any business activities or uses (including for the benefit of any third party), regardless of whether or not a payment is made or expected. University Customer and Faculty Members shall undertake a duty of reasonable inquiry to ascertain that all Faculty Members and Students are using Modeler only for the purposes authorized in these Additional Use Rights. University Customer shall not permit any other person or entity to use or access Modeler for any reason. Notwithstanding anything to the contrary, University Customer’s right to participate in the University Modeler Program is subject to Riverbed’s review and approval in its discretion.

3.4.2. The following additional terms apply to SteelCentral Riverbed Modeler and the Modeler Development Kit software:

Definitions

- “**Restricted Derivative File**” means any program, library or file containing Riverbed-supplied object code and/or source code, including the Simulation Kernel, External Model Access (EMA) libraries, External Tool Support (ETS) libraries, Programming Support (PRG) libraries, Riverbed Model Access (RMA) libraries, and any model files obtained or derived from the Riverbed Model Library or containing any source code fragments derived or extracted from any of the foregoing.
- “**Unrestricted Derivative File**” means any of Your independently developed source code, data or information entered into Riverbed Modeler and any output generated by Your use of Riverbed Modeler based on such source code, data or information, but excluding any Restricted Derivative Files or any source or object code provided by Riverbed or derived or extracted from any Riverbed-supplied source or object code.

You shall only use data files supplied with or produced by Riverbed Modeler and/or Modeler Development Kit (including any software that embeds in a file generated from such software) in combination with Riverbed products and software. The foregoing restriction does not apply to any data supplied by You or any extracts thereof. Without limiting the foregoing, You may disclose or distribute Restricted Derivative Files only to those persons or entities that have a then-current license or purchase agreement with Riverbed for use of Riverbed Modeler and/or Modeler Development Kit. The image of a Restricted Derivative File as seen on or captured from a computer screen may be distributed beyond the scope of the foregoing solely for purposes of publishing, presenting, or teaching, provided that Riverbed has granted prior written authorization in each instance and You provide written notice of Riverbed’s property rights to the recipients of such publication, presentation, or teaching. You may use and disclose Unrestricted Derivative Files without restriction. Your rights with respect to the Restricted Derivative Files and Unrestricted Derivative Files do not grant any other rights to any other products or software.

You may use Riverbed Modeler to perform modeling and network consulting services for the benefit of Your third party customers, provided that You do not provide such third party customer with access to or use of Riverbed Modeler (except as otherwise provided with respect to Restricted Derivative Files and Unrestricted Derivative Files).

If You have purchased an Enterprise License Feature for Riverbed Modeler and/or Modeler Development Kit, then You may provide access to that software by users of workstations on up to 101 networks. For clarity, the Enterprise License Feature increases only the number of authorized electronic locations, and not the number of authorized concurrent users.

3.4.3. The following additional terms apply to 3D Network Visualizer Module with embedded MAK Technologies, Inc. code:

Notwithstanding anything to the contrary in Your Agreement, Riverbed and You intend and agree that MÄK Technologies, Inc. (“**MÄK**”), a Delaware corporation with an address of 10 Fawcett Street, Cambridge, MA 02138, is an intended third party beneficiary of the provisions in Your Agreement and these Additional Use Rights to the extent that such terms relate to software of MÄK licensed to You under such agreements.

3.5. STEELCENTRAL APPLIANCES

3.5.1. The following additional terms apply to xx80 SteelCentral appliance products (“**SteelCentral xx80 Appliances**”):

Definitions

- “**Base Hardware**” means the base hardware platform for SteelCentral xx80 physical appliances.
- “**Embedded Software**” means the license to software provided on or with the Base Hardware and used only as embedded in or for execution on that specific Base Hardware unit.

SteelCentral xx80 Appliances consist of Base Hardware together with Embedded Software. Unless otherwise agreed by Riverbed, You must purchase Base Hardware concurrently with an associated Embedded Software license for such SteelCentral xx80 Appliance. Base Hardware requires the purchase of an associated Embedded Software license for such Base Hardware in order to function; Base Hardware may not be used and will not function without a valid corresponding license to Embedded Software deployed on such Base Hardware. You may purchase Embedded Software licensed on a perpetual or subscription basis.



The purchase of Base Hardware does not include any support, and therefore You are not entitled to receive any support services unless the Base Hardware is covered by a separate support contract. The license fees for Embedded Software licensed on a perpetual basis do not include support; You must separately purchase support in order to receive support for both the perpetual Embedded Software and associated Base Hardware running such Embedded Software. The subscription fees for Embedded Software licensed on a subscription basis include bundled support limited to the subscription Embedded Software for the Usage Term duration; You must separately purchase a Base Hardware support contract in order to receive support for the Base Hardware. The term of support for Base Hardware begins upon shipment of the applicable Base Hardware and terminates upon expiration or cancellation of the applicable support contract term for such Base Hardware.

3.5.2. The following additional terms apply to xx70 SteelCentral appliance products made available by Riverbed on a subscription basis (“**SteelCentral xx70 Subscription Appliances**”):

Definitions

- “**Subscription xx70 Hardware**” means the base hardware platform for SteelCentral xx70 physical appliances made available by Riverbed on a subscription basis.
- “**Subscription xx70 Software**” means the license to software provided on or with the Subscription xx70 Hardware and used only as embedded in or for execution on that specific Subscription xx70 Hardware unit.

SteelCentral xx70 Subscription Appliances consist of Subscription xx70 Hardware together with Subscription xx70 Software. Subscription xx70 Hardware requires the purchase of an associated Subscription xx70 Software license for such Subscription xx70 Hardware in order to function. Subscription xx70 Hardware may not be used and will not function without a valid corresponding Subscription xx70 Software license deployed on such Subscription xx70 Hardware.

The purchase of the Subscription xx70 Hardware does not include any support; You must have a valid Subscription xx70 Software license activated on the Subscription xx70 Hardware in order to receive support for that Subscription xx70 Hardware. Riverbed is not obligated to provide any support for any Subscription xx70 Hardware that does not have a valid Subscription xx70 Software license activated. The subscription fees for Subscription xx70 Software include bundled support for both the Subscription xx70 Software and the associated Subscription xx70 Hardware running such Subscription xx70 Software. The term of support for Subscription xx70 Hardware and Subscription xx70 Software begins upon issuance of the license key for the applicable Subscription xx70 Software and terminates upon expiration or cancellation of the applicable Subscription xx70 Software subscription contract term.

4. SOFTWARE-DEFINED WAN (SD-WAN)

4.1. STEELCONNECT-EX APPLIANCES

The following additional terms apply to SteelConnect-EX appliance products (“**SteelConnect-EX Appliances**”):

Definitions

- “**Base Hardware**” means the base hardware platform for SteelConnect-EX physical appliances.
- “**Embedded Software**” means the license to software provided on or with the Base Hardware and used only as embedded in or for execution on that specific Base Hardware unit.

SteelConnect-EX Appliances consist of Base Hardware together with Embedded Software. Unless otherwise agreed by Riverbed, You must purchase Base Hardware concurrently with an associated Embedded Software license for such SteelConnect-EX Appliance. Base Hardware requires the purchase of an associated Embedded Software license for such Base Hardware in order to function; Base Hardware may not be used and will not function without a valid corresponding license to Embedded Software deployed on such Base Hardware.

The purchase of Base Hardware does not include any support, and therefore You are not entitled to receive any support services unless the Base Hardware is covered by a separate support contract. The subscription fees for Embedded Software licensed on a subscription basis include bundled support limited to the subscription Embedded Software for the Usage Term duration; You must separately purchase a Base Hardware support contract in order to receive support for the Base Hardware. The term of support for Base Hardware begins upon shipment of the applicable Base Hardware and terminates upon expiration or cancellation of the applicable support contract term for such Base Hardware.

5. WAN OPTIMIZATION

5.1. STEELCENTRAL CONTROLLER VIRTUAL EDITION

The following additional terms apply to SteelCentral Controller Virtual Edition (“**SCC-VE**”) software:

SCC-VE management licenses may only be used with a single SCC-VE instance at a time. If You are using SCC-VE software to manage Riverbed devices used to deliver a managed or outsourced service to Your end customers, You shall not resell, transfer, sublicense, or distribute any such SCC-VE software to any end customer, and You shall use each instance of such SCC-VE software to manage Riverbed devices for only one end customer.

5.2. VIRTUAL STEELHEAD

The following additional terms apply to Virtual SteelHead software versions 9.6 and higher licensed on a subscription basis (each, a “**Virtual SteelHead**”):

Each instance of Virtual SteelHead must have internet access in order to initially connect and remain connected to the Riverbed license portal. If a Virtual SteelHead loses Riverbed license portal connectivity for any reason (including loss of internet access), You must refer to the applicable Virtual SteelHead documentation to reconnect the Virtual SteelHead to the Riverbed license portal. You have two (2) weeks in which to re-establish Riverbed license portal connectivity for a Virtual SteelHead; if a Virtual SteelHead has no Riverbed license portal connectivity for any period lasting longer than two weeks, the Virtual SteelHead will cease optimizing traffic. After re-establishing Riverbed license portal connectivity, the Virtual SteelHead will resume optimizing traffic.



During any period in which a Virtual SteelHead is disconnected from the Riverbed license portal, You will not be eligible to receive updates or upgrades for the Virtual SteelHead.

5.3. STEELHEAD APPLIANCES

5.3.1. The following additional terms apply to xx80 SteelHead and SteelHead-SD appliance products (“**SteelHead xx80 Appliances**”):

Definitions

- “**Base Hardware**” means the base hardware platform for SteelHead and SteelHead-SD xx80 physical appliances.
- “**Embedded Software**” means the license to software provided on or with the Base Hardware and used only as embedded in or for execution on that specific Base Hardware unit.

SteelHead xx80 Appliances consist of Base Hardware together with Embedded Software. Unless otherwise agreed by Riverbed, You must purchase Base Hardware concurrently with an associated Embedded Software license for such SteelHead xx80 Appliance. Base Hardware requires the purchase of an associated Embedded Software license for such Base Hardware in order to function; Base Hardware may not be used and will not function without a valid corresponding license to Embedded Software deployed on such Base Hardware. You may purchase Embedded Software licensed on a perpetual or subscription basis.

The purchase of Base Hardware does not include any support, and therefore You are not entitled to receive any support services unless the Base Hardware is covered by a separate support contract. The license fees for Embedded Software licensed on a perpetual basis do not include support; You must separately purchase support in order to receive support for both the perpetual Embedded Software and associated Base Hardware running such Embedded Software. The subscription fees for Embedded Software licensed on a subscription basis include bundled support limited to the subscription Embedded Software for the Usage Term duration; You must separately purchase a Base Hardware support contract in order to receive support for the Base Hardware. The term of support for Base Hardware begins upon shipment of the applicable Base Hardware and terminates upon expiration or cancellation of the applicable support contract term for such Base Hardware.

5.3.2. The following additional terms apply to xx70 SteelHead appliance products made available by Riverbed on a subscription basis (“**SteelHead xx70 Subscription Appliances**”):

Definitions

- “**Subscription xx70 Hardware**” means the base hardware platform for SteelHead xx70 physical appliances made available by Riverbed on a subscription basis.
- “**Subscription xx70 Software**” means the license to software provided on or with the Subscription xx70 Hardware and used only as embedded in or for execution on that specific Subscription xx70 Hardware unit.

SteelHead xx70 Subscription Appliances consist of Subscription xx70 Hardware together with Subscription xx70 Software. Subscription xx70 Hardware requires the purchase of an associated Subscription xx70 Software license for such Subscription xx70 Hardware in order to function. Subscription xx70 Hardware may not be used and will not function without a valid corresponding Subscription xx70 Software license deployed on such Subscription xx70 Hardware.

The purchase of the Subscription xx70 Hardware does not include any support; You must have a valid Subscription xx70 Software license activated on the Subscription xx70 Hardware in order to receive support for that Subscription xx70 Hardware. Riverbed is not obligated to provide any support for any Subscription xx70 Hardware that does not have a valid Subscription xx70 Software license activated. The subscription fees for Subscription xx70 Software include bundled support for both the Subscription xx70 Software and the associated Subscription xx70 Hardware running such Subscription xx70 Software. The term of support for Subscription xx70 Hardware and Subscription xx70 Software begins upon issuance of the license key for the applicable Subscription xx70 Software and terminates upon expiration or cancellation of the applicable Subscription xx70 Software subscription contract term.

6. ALLUVIO UNIFIED OBSERVABILITY PLATFORM

6.1. ALLUVIO IQ

The following additional terms apply to Alluvio IQ:

Use of Alluvio IQ requires installation of a Riverbed proprietary gateway or similar software edge component (each an “**Alluvio Edge**”). Riverbed hereby grants You a limited, non-exclusive, non-sublicensable and non-transferable license to use the Alluvio Edge solely as required to use Alluvio IQ for the duration of the applicable Usage Term. Riverbed will provide Alluvio IQ in accordance with the applicable service level agreement (“**SLA**”) as described at www.riverbed.com/sla.

Except as otherwise expressly specified in an order, Alluvio IQ subscriptions will automatically renew for another Usage Term of period equal to the initial Usage Term or 1 year (whichever is shorter), unless either party gives the other party written notice of non-renewal at 60 days prior to the expiration of the then-current Usage Term. Upon Your request within 30 days after the effective date of termination or expiration of this Agreement, Riverbed will for a period of no longer than 60 days make Your Data available to You for export or download as provided in the Documentation (“**Retrieval Right**”). If You exercise Your Retrieval Right, the Agreement shall continue in effect for the duration of the Retrieval Right period. After the expiration or termination of the Agreement (or Retrieval Right period, as applicable), You shall have no further access to Your Data and shall cease use of and access to the Cloud Service and Riverbed shall have no obligation to maintain any of Your Data.

Usage of Alluvio IQ is measured in unique metrics that are ingested into the product for analytics. Your subscription to Alluvio IQ is subject to a monthly usage limit for unique metrics as specified in the applicable ordering documentation received by Riverbed. Unique metrics include, but are not limited to, interface statistics, device statistics, and summarized flow metrics. You may view Your current unique metric usage in the Alluvio IQ product. Unique metrics are counted once an hour over a twenty four (24) hour daily cycle, and these hourly data points are averaged each day to



get the average daily usage. Riverbed reserves the right to invoice You (in accordance with Riverbed's [Standard Terms and Conditions of Sale](#)) if Your average daily usage exceeds your Alluvio IQ subscription's unique metric limit on four (4) or more days in any calendar month, but only after Riverbed has provided You with at least 2 excess usage notices, and at least 30 days have passed since the transmission of the first notice. For purposes of calculating the amount of the overage, Riverbed will use the 4th highest average daily usage of the unique metrics during the calendar month, subtract Your subscription's unique metric limit, and will charge You for each unique metric in excess of Your subscription's unique metric limit in accordance with Riverbed's then-current overage pricing. If overage invoices are not paid in a timely manner, Riverbed reserves the right to suspend Your access to the Alluvio IQ service until payment is made.

7. DIGITAL EXPERIENCE MANAGEMENT

7.1. ATERNITY

7.1.1. The following additional terms apply to Aternity SaaS:

Use of Aternity SaaS requires installation of an Aternity proprietary agent or similar software client component (each an **"Agent"**). Riverbed hereby grants You a limited, non-exclusive, non-sublicensable and non-transferable license to use the Agent solely as required to use Aternity SaaS for the duration of the applicable Usage Term. Riverbed will provide Aternity SaaS in accordance with the applicable service level agreement (**"SLA"**) as described at www.riverbed.com/sla.

7.1.2. The following additional terms apply to Aternity cloud service made available by Riverbed on a hosted solution basis (**"Aternity Hosted Solution"**):

The Aternity Hosted Solution consists of the licensed Aternity software along with the hosting services made available by Riverbed enabling deployment in a Riverbed-hosted environment (**"Hosting Services"**). You may access the Aternity Hosted Solution only while You have (i) a valid license for the Aternity software and (ii) such software has an active Hosting Service subscription. For Aternity software licensed on a perpetual basis, You acknowledge that You must have a then-current paid support subscription in effect in order to purchase Hosting Services for such perpetually licensed Aternity software and must maintain an active support subscription for such perpetually licensed Aternity software during the Hosting Services term; if Your support for the perpetually licensed Aternity software expires during a Hosting Services term, You must renew the support subscription for the remainder of the Hosting Services term. The purchase of Hosting Services does not extend the Usage Term of any Aternity software subscription or any support contract term. Once Hosting Services expire or are terminated, You may continue to use the applicable Aternity Software in accordance with the Agreement for the remainder of the applicable Usage Term (if any). Use of the Aternity Hosted Solution requires installation of an Aternity proprietary agent or similar software client component (each an **"Agent"**). Riverbed hereby grants You a limited, non-exclusive, non-sublicensable and non-transferable license to use the Agent solely as required to use the Aternity Hosted Solution for the duration of the applicable Usage Term. Riverbed will provide the Aternity Hosted Solution in accordance with the applicable service level agreement (**"SLA"**) as described at www.riverbed.com/sla.

7.1.3. The following additional terms apply to Aternity SaaS and Aternity Hosted Solutions:

Except as otherwise expressly specified in an order, Aternity subscriptions will automatically renew for another Usage Term of period equal to the initial Usage Term or 1 year (whichever is shorter), unless either party gives the other party written notice of non-renewal at 60 days prior to the expiration of the then-current Usage Term. Upon Your request within 30 days after the effective date of termination or expiration of this Agreement, Riverbed will for a period of no longer than 60 days make Your Data available to You for export or download as provided in the Documentation (**"Retrieval Right"**). If You exercise Your Retrieval Right, the Agreement shall continue in effect for the duration of the Retrieval Right period. After the expiration or termination of the Agreement (or Retrieval Right period, as applicable), You shall have no further access to Your Data and shall cease use of and access to the Cloud Service and Riverbed shall have no obligation to maintain any of Your Data.

8. OPEN SOURCE CODE MADE AVAILABLE BY RIVERBED

The following terms apply to "Open Source Code" (as defined below):

Definitions

"Open Source Code" means source code and sample source code that from time to time is made publicly available by Riverbed, including through Riverbed's website and/or through public open source repositories such as GitHub.

Open Source Code is licensed under the terms of the applicable license that accompanies such Open Source Code, and the terms of the Agreement do not apply to Open Source Code. Such Open Source Code is provided "AS IS" and without any warranty or indemnification. To the extent that any Open Source Code is not accompanied by an express license, the following license will apply to all such Open Source Code:

The MIT License

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9. RIVERBED SERVICES

Please click [here](#) for additional terms and conditions that apply to Your purchase of any Riverbed services.

10. DIRECT PURCHASE TERMS

If You are purchasing Riverbed products and/or services directly from Riverbed, then Riverbed's [Standard Terms and Conditions of Sale](#) shall apply.