



## AUTHORIZED CHANNEL PARTNER PROFESSIONAL SERVICES TERMS & CONDITIONS

These Authorized Channel Partner Professional Services Terms & Conditions (“**PS Terms**”) set forth the terms and conditions that govern the Professional Services (as defined below) that are made available by Riverbed Technology LLC and/or any of its Affiliates, as applicable (“**Riverbed**”). These PS 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 Professional Services.

### 1. DEFINITIONS

- 1.1. “**Affiliate**” means an entity that controls, is controlled by, or is under common control with Riverbed Technology LLC.
- 1.2. “**Deliverables**” means any reports, analyses, scripts, templates, code, or other work results delivered by Riverbed as specified in the applicable Professional Services Package and/or SOW.
- 1.3. “**End User**” means either: (a) a customer that is identified by Partner and/or the Riverbed authorized distributor at the time of sale of the applicable Professional Services and that will use such Professional Services for its internal business use, or (b) if Partner purchases the Professional Services for its own internal business use, Partner will be deemed the End User. An End User will not resell or redistribute any of such Professional Services.
- 1.4. “**GCS Credits**” means any global customer success credits that are listed on Riverbed’s then-current price list. GCS Credits may only be redeemed for certain Professional Services; information regarding eligible Professional Services and the amount of GCS Credits required for a Professional Service offering is available at [www.riverbed.com/gcs-credits](http://www.riverbed.com/gcs-credits).
- 1.5. “**Intellectual Property Rights**” means all worldwide intellectual property rights, including copyrights, trademarks, service marks, trade secrets, know-how, inventions, patents, patent applications, moral rights, and all other proprietary rights, whether registered or unregistered.
- 1.6. “**Partner Materials**” means any information, specifications, instructions, or materials provided by Partner in connection with the Professional Services.
- 1.7. “**Professional Services**” means the training, consulting, installation and other professional services that are listed on Riverbed’s or one of its Affiliate’s then-current price list. Professional Services may be described in Service Documentation or a SOW. Professional Services include Professional Services billed at a fixed price (“**FP Services**”), Professional Services billed on a time and materials basis (“**T&M Services**”), and GCS Credits.
- 1.8. “**Professional Services Package**” means a predefined FP Services package purchased by End User as described in the following applicable Service Documentation: (a) a Riverbed brochure published at [www.riverbed.com/services/consulting-services-catalog](http://www.riverbed.com/services/consulting-services-catalog); or (b) a written service description document provided by Riverbed to Partner or the applicable End User.
- 1.9. “**Service Documentation**” means a Riverbed-written document that describes a Professional Service offering and provides an overview of the key benefits, service tasks, and any Deliverables included in such Professional Service offering, including brochures on Riverbed’s website, service description documents, and proposals provided by Riverbed to Partner or the applicable End User.
- 1.10. “**SOW**” means a mutually agreed upon written statement of work between Riverbed and Partner that describes Professional Services to be rendered by Riverbed to the End User.

### 2. PROFESSIONAL SERVICES

- 2.1. Partner may purchase Professional Services either for resale to End Users or for Partner’s internal business use. If Partner is reselling the Professional Services to an End User, Partner will resell such Professional Services subject to the applicable End User professional services terms available at [www.riverbed.com/service/terms](http://www.riverbed.com/service/terms) (“**Customer PS Terms**”). Partner will not resell any Professional Services to any End User under terms that are less protective of Riverbed, its licensors, its suppliers, and/or the Professional Services than the terms in the Customer PS Terms. If Partner is purchasing Professional Services for its own internal business use, the terms and conditions of these PS Terms will apply to Partner’s receipt of such Professional Services.
- 2.2. Subject to Partner’s compliance with all the terms of the Agreement (including these PS Terms) and payment of the applicable fees, Riverbed will provide the Professional Services in accordance with the Agreement, the applicable Service Documentation, Professional Services Package, and/or SOW, and the applicable Order. For clarity, Riverbed is not obligated to deliver any Professional Services under any Service Documentation, Professional Services Package, or SOW unless Riverbed has received and accepted an Order for such Professional Services. If Professional Services are performed at Partner’s facilities, Riverbed will ensure Riverbed personnel comply with Partner’s reasonable policies that apply to onsite service providers, provided that such policies are provided to and agreed to by Riverbed in writing in advance. Riverbed may subcontract its obligations under the Agreement, provided that Riverbed remains responsible for its obligations under the Agreement. Without limiting the foregoing, Partner acknowledges and agrees that (a) Partner’s purchase of Products (including any Support plans) is covered under the Agreement; (b) any rights or licenses granted in these PS Terms do not apply to Products or Services made available subject to separate terms; and (c) no purchase of any Products or other services is contingent upon the provision of any Professional Services hereunder.
- 2.3. Partner will perform all obligations and satisfy all requirements identified as a Partner obligation or requirement in any Order, Service Documentation, Professional Services Package, or SOW. Without limiting the foregoing, Partner will cooperate reasonably and in good faith with Riverbed personnel in their provision of the Professional Services, including: (a) providing Riverbed personnel sufficient resources, knowledgeable Partner staff, access to equipment and all supporting infrastructure, including network connectivity and power supply requirements (if applicable); (b) making Partner Materials available in a timely manner; (c) responding to inquiries from Riverbed personnel in a timely and complete manner; and (d) participating in scheduled project meetings with Riverbed personnel. Partner will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness and consistency of any Partner Materials. If Partner fails to perform any Partner obligations or satisfy any Partner



requirements, Riverbed is not obligated to perform any Professional Services that are affected by such failure and will not be responsible for any delays resulting therefrom.

### 3. DELIVERY AND COMPLETION

3.1. Professional Services will be deemed completed by Riverbed upon the sooner of (a) mutual agreement by the parties, (b) for T&M Services, once each applicable hour or day has been delivered, or (c) for FP Services, upon delivery of the FP Services or each applicable phase or milestone identified in the applicable Professional Services Package and/or SOW. Notwithstanding the foregoing, if Riverbed has partially completed a FP Service and Riverbed is not able to complete the FP Service due to the applicable End User's failure to schedule completion of the FP Services within the later of (i) ninety days after Partner purchased the FP Service or (ii) thirty days after the originally agreed upon completion date for the FP Service, such FP Services will be deemed delivered and completed on such later date. Riverbed will use commercially reasonable efforts to schedule Professional Services as promptly as practicable; however, Riverbed requires a minimum of ten business days after Riverbed's acceptance of an Order to prepare and plan for Professional Services to begin. If Professional Services will be performed onsite at a location designated by Partner or an End User, such onsite visits must include fixed or budgeted travel and expenses as part of the Order. Unless otherwise expressly provided in the applicable Service Documentation or SOW, as used with respect to Professional Services, a "day" is defined as eight hours during the regular business hours 7:00 AM to 7:00 PM local time, Monday through Friday, of a single day (excluding local holidays). GCS Credits that are not consumed within twelve months after the applicable Order date will expire unless otherwise agreed by Riverbed in writing. Without limiting the foregoing, Professional Services (excluding any Professional Services that have been redeemed from GCS Credits) that are not completed within six months after the applicable Order date will be deemed completed unless otherwise agreed by Riverbed in writing. If requested by Riverbed, Partner will confirm the completion of all Professional Services to Riverbed in writing within two business days after any such completion. If Partner fails to provide written notice to Riverbed of Riverbed's failure to complete any Professional Services within five business days after such Professional Services are deemed completed in accordance with this Section, Partner waives any right to claim that Riverbed did not complete the Professional Services.

3.2. The terms in this Section 3.2 apply only where Partner is the End User receiving Professional Services and not to the resale of Professional Services.

(a) Partner will schedule all remote work in one day minimum blocks of time. If Partner purchases five or more days of T&M Services in an Order, Partner will schedule such T&M Services in minimum increments of five consecutive days unless otherwise approved in advance by Riverbed. If Professional Services will be performed onsite at a location designated by Partner, Partner will schedule each day of onsite Professional Services in consecutive days, and in minimum increments of five consecutive days if five or more days are purchased, unless otherwise approved in advance by Riverbed.

(b) For Professional Services that have been redeemed from GCS Credits, if Partner requests to cancel or requests to reschedule delivery of the Professional Services, Riverbed will use commercially reasonable efforts to accommodate the rescheduling or cancellation request (subject to Riverbed's availability), provided further that for any onsite Professional Services that included travel expenses, an additional purchase of travel expenses may be required to accommodate any necessary changes to travel plans. Failure to purchase any additional required travel expenses will result in remote delivery of such Professional Services unless otherwise approved by Riverbed in writing. GCS Credits will be deemed consumed once the applicable Professional Services for which they have been redeemed have been completed (or deemed completed) in accordance with Section 3.1 or upon expiration of the GCS Credits, whichever occurs earlier. Notwithstanding the foregoing, any cancellation or rescheduling of any Professional Services redeemed from any GCS Credits for any reason will not extend the expiration date of the applicable GCS Credits unless otherwise agreed by Riverbed in writing.

(c) Training services (excluding those redeemed from GCS Credits) may not be cancelled or rescheduled by Partner except as otherwise expressly set forth in the Riverbed cancellation policy applicable to such training that is communicated to Partner at the time of training registration and/or as otherwise agreed in writing by Riverbed.

4. **PURCHASE TERMS.** The terms in this Section 4 apply only if Partner is purchasing Professional Services directly from Riverbed. Partner will pay Riverbed for the Professional Services in accordance with the rates set forth in the accepted Order and/or SOW, as applicable. Notwithstanding the foregoing, to the extent that any T&M Services outside the definition of a "day" are delivered, then Partner will pay for such T&M Services at a rate of time and a half (1.5X), unless otherwise approved in advance by Riverbed. Riverbed may invoice Partner for Professional Services (including any applicable expenses) the earlier of (i) upon written request by Partner, (ii) upon Riverbed's delivery of T&M Services, (iii) except for Professional Services Packages, upon Riverbed's completion of phases or milestones for FP Services in accordance with the amounts attributable to such phases or milestones as set forth in the applicable SOW, or, if no phases or milestones, in accordance with the schedule set forth in the applicable SOW, (iv) upon the Professional Services being deemed completed in accordance with Section 3.1, (v) for training services, upon Riverbed's acceptance of the Order, (vi) for GCS Credits, upon Riverbed's acceptance of the Order; and/or (vii) for Professional Services Packages, upon Riverbed's acceptance of the Order. Riverbed may invoice Partner for the total fees for the full usage term for any PS Usage Product (as defined below) upon acceptance of the applicable Order; no monthly billing is available unless otherwise agreed by Riverbed in writing. Partner will not cancel any Orders for Professional Services, provided however that Riverbed may cancel an Order for Professional Services in whole or in part at any time. Travel and other expenses that are incurred in connection with the Professional Services may, at Riverbed's option, either be quoted by Riverbed and paid by Partner on a fixed fee basis, or upon submission of an invoice detailing actual expenses, reimbursed by Partner. Riverbed is not obligated to provide any receipts for any expenses that are less than or equal to fifty U.S. dollars. Any travel and hotel arrangements that are not included in a fixed fee are to be made by Riverbed and may be approved by Partner if such approval is requested by Partner prior to the arrangements being booked, provided that such approval is not unreasonably withheld or delayed. Orders or SOWs received without travel and expenses line items will be delivered remotely unless otherwise approved by Riverbed in writing. If Riverbed receives a request to reschedule delivery of any Professional Services (excluding any training services and/or any Professional Services that have been redeemed from GCS Credits), Riverbed may accept or reject the rescheduling request in its discretion, provided that if such request is received within three business days prior to a confirmed delivery date, Riverbed may invoice Partner in full for any such rescheduled Professional Services. All fees applicable to Professional Services and/or PS Usage Products are nonrefundable.



## 5. OWNERSHIP AND LICENSES

- 5.1. As between the parties, Partner owns all right, title, and interest in and to the Partner Materials. Partner grants Riverbed the right and license to use the Partner Materials solely as necessary to provide the Professional Services.
- 5.2. Partner acknowledges and agrees that the Professional Services that Riverbed performs and the Deliverables that Riverbed provides in connection with the Professional Services are generally applicable to Riverbed's business. From time to time, Riverbed may develop custom Deliverables exclusively for Partner with respect to which the parties agree Partner is to be the owner, as explicitly agreed in a SOW executed by Partner and Riverbed (such Deliverables, "**Partner Owned Work Product**").
- 5.3. Subject to Partner's ownership rights in Partner Materials and Partner Owned Work Product, Riverbed owns all rights, title, and interest in and to all Deliverables and Riverbed Materials. "**Riverbed Materials**" means: (a) materials developed or obtained by or for Riverbed independently of any Professional Services; (b) byproducts or derivatives of Deliverables that by themselves provide generic technical information not unique to the End User's business and do not contain any End User's Confidential Information; and (c) scripts, codes or templates Riverbed develops while performing any Professional Services. For those Deliverables that are not Partner Owned Work Product, Riverbed grants Partner a non-exclusive, non-transferable, non-sublicensable right and license to use (x) the Riverbed Materials solely as necessary to use the Deliverables; and (y) the Deliverables solely with the underlying Products.

## 6. MISCELLANEOUS

- 6.1. From time to time, Riverbed may install at an End User's facilities and/or provide access to a Product solely for temporary use by Riverbed or the End User, as applicable, in connection with Riverbed's performance of a Professional Services engagement (each, a "**PS Usage Product**"). If Riverbed provides any PS Usage Product(s), then the additional terms of this Section will apply. The specific models, quantities, pricing, length of usage term, and any other terms applicable to PS Usage Products may be identified in a quote issued to Partner by Riverbed or by a Riverbed authorized distributor, the Professional Services Package, the Service Documentation, or SOW, as applicable. All PS Usage Products are subject to the terms and conditions of the EULA. As between Riverbed, Partner and the End User, Riverbed retains ownership of all PS Usage Products. Partner will ensure that each End User that receives a PS Usage Product will not, and will 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) Partner is responsible for and will pay any import related charges incurred in connection with any shipment of any hardware PS Usage Product to any End User, (ii) within fifteen days after receipt of Riverbed's request, Partner will 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) Partner is responsible for and will pay all shipping charges associated with the return to Riverbed of any hardware PS Usage Product, including any applicable export related charges. Partner will use the original shipping container (or the equivalent). Riverbed will provide Partner with the shipping address at the time of the return request. Partner will return all components of a hardware PS Usage Product, including any cables, cards, or other accessories. If mutually agreed by the parties, subject to Partner's payment of any applicable fees for such Professional Services, Partner will ensure that the End User will promptly permit Riverbed to access the End User's premises to collect any hardware PS Usage Products and/or uninstall any Software-only PS Usage Products. Notwithstanding the foregoing, Partner is responsible for any loss of or damage to any of the PS Usage Products once shipped to, installed or otherwise provided at the End User's 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, Partner will 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. Unless otherwise expressly agreed in a SOW or in a written agreement signed by Riverbed, Riverbed is not obligated to provide any support or maintenance services for any PS Usage Product. For clarity, subject to the foregoing terms and conditions, PS Usage Products are Products, not Deliverables, for purposes of the Agreement.
- 6.2. If Partner is authorized under the Agreement to provide Managed Services, the additional terms and conditions in this Section apply. PS Usage Products may also be provided for installation at Partner's facilities for use by Riverbed, Partner or the End User, as applicable, in connection with Riverbed's performance of a Professional Services engagement. If a PS Usage Product is installed at Partner's facilities, any terms and conditions herein applicable to any End User with respect to any PS Usage Product will be deemed to apply to Partner and Partner will comply with all such terms and conditions.
- 6.3. Any capitalized terms used in these PS Terms, but not defined, will have the meanings attributed to such terms in the Agreement. These PS Terms are incorporated by reference into the Agreement and any breach of these PS Terms will be deemed a breach by Partner of the Agreement. Unless otherwise expressly indicated, "including" (and other variations thereof) means, as applicable, "including but not limited to". In the event of a conflict between the terms of these PS Terms and the terms of the remainder of the Agreement, the terms of these PS Terms will control solely with respect to Professional Services, unless otherwise mutually agreed upon by the parties in a SOW or other written agreement that expressly identifies the conflicting section(s) of these PS Terms and states that it is modifying these PS Terms. In the event of a conflict between the terms of any Professional Services Package and a SOW, the terms of the SOW will control with respect to the Professional Services described in such SOW.