



## AUTHORIZED CHANNEL PARTNER EVALUATION PRODUCT TERMS AND CONDITIONS

These Authorized Channel Partner Evaluation Product Terms & Conditions (“**Evaluation Terms**”) set forth the terms and conditions that govern evaluation Products that are made available by Riverbed Technology LLC and/or any of its affiliates, as applicable (“**Riverbed**”). These Evaluation 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 evaluation Products.

If requested by Partner in writing, Riverbed may, at its discretion, (at no charge) allow evaluation (to be mutually agreed by the parties) of certain Products. All evaluation Products are provided “as is” without warranties or indemnities of any kind. Partner shall use such evaluation Products only for evaluation purposes. Provided that Partner has executed the required evaluation documentation with Riverbed, Partner will have the right (without any obligation to purchase the Product) to make such evaluation Products available solely pursuant to the EULA for internal evaluation of the Products by Partner’s End User for a period of thirty (30) days after the date of shipment by Riverbed or issuance by Riverbed of a license key, as applicable, (or such other period as Partner and Riverbed may mutually agree) (the “**Evaluation Period**”). Either party may terminate an evaluation immediately by written notice to the other party. Upon termination of an evaluation, Partner shall, and shall ensure that each End User shall, cease all use of the evaluation Products, and Partner shall promptly return the evaluation Products to Riverbed. In the absence of termination, at any time during or immediately following the expiration of the Evaluation Period, Partner shall, in its sole discretion, either: (i) return the Product without financial liability (other than payment of shipping costs) or obligation, or (ii) purchase the Product. Notwithstanding the foregoing, Partner is responsible for any loss of or damage to any of the evaluation Products once shipped by Riverbed until such evaluation Products are returned to Riverbed, and if any such evaluation Products are lost or damaged, Partner shall reimburse Riverbed for an amount not to exceed the then-current list price of the applicable Product. In the event that Partner purchases a Product that was evaluated under this Section, any warranties and indemnification set forth in the Agreement (if any) that are applicable to Products purchased by Partner will apply effective as of the date of such purchase. Partner shall not use or sell any evaluation Products except as expressly permitted in these Evaluation Terms. Any capitalized terms used in these Evaluation Terms, but not defined, will have the meanings attributed to such terms in the Agreement. These Evaluation Terms are incorporated by reference into the Agreement and any breach of these Evaluation Terms will be deemed a breach by Partner of the Agreement. In the event of a conflict between the terms of these Evaluation Terms and the terms of the remainder of the Agreement, the terms of these Evaluation Terms will control solely with respect to the evaluation Products, unless otherwise mutually agreed upon by the parties in a separate written agreement.