



RIVERBED MAINTENANCE AND SUPPORT SERVICES

Riverbed offers a choice of support levels so customers can choose the plan that fits their specific requirements, IT needs, and business goals. This flexibility also means that customers can easily adjust their support levels as their business grows and evolves. Unless otherwise indicated below, all levels of Riverbed support services include the services described in this document (collectively, the “**Support**” or “**Support Services**”). The terms of this document are in addition to all of the terms of the applicable purchase, license or other agreement that references these Support Services as further described in Section 10 below (“**Agreement**”). Any references to “**Customer**”, “**you**” or “**your**” below mean the applicable customer, buyer, or licensee specified in the Agreement. References to “**Products**” refer to hardware and/or software purchased or licensed under the terms of the applicable Agreement.

1. Software Maintenance (does not apply to Steelhead Cloud Accelerator)

- a. Software Updates. Customer is entitled to receive, and Riverbed shall provide Customer e-mail notification of, all maintenance releases, updates and upgrades to Product software as Riverbed, in its sole discretion, makes them generally available without additional charge to Riverbed’s Support Services customers. The contents of all maintenance releases and updates will be decided upon by Riverbed in its sole discretion. Customer may obtain updates by downloading the updates from Riverbed’s Support care website (support.riverbed.com). Customer may only install Product software maintenance releases and updates on Products that are covered by a then-current Support Services plan. Any such software provided by Riverbed is subject to Riverbed’s end user license agreement located at www.riverbed.com/license.
- b. Supported Software. Riverbed supports the current major release of Product software, plus certain prior versions of software in accordance with Riverbed’s end of sale and end of support policy available at: www.riverbed.com/supportpolicy.
- c. Error Corrections. Riverbed shall use reasonable efforts to correct any reproducible programming error in the Product software attributable to Riverbed with a level of effort commensurate with the severity of the error (as further described in Section 5 below), provided that Riverbed has no obligation to correct all errors in any Product software. Upon identification of any programming error, Customer shall notify Riverbed of such error and shall provide Riverbed with enough information to reproduce the error. Riverbed shall only be responsible for correcting errors that are (1) attributable to Riverbed and (2) reproducible by Riverbed on unmodified Product software as delivered to Customer.

2. Hardware Replacement (does not apply to software only Products or Steelhead Cloud Accelerator)

- a. Return Material Authorization. Before returning any Product, Customer shall contact Riverbed Support and obtain a Return Material Authorization (RMA) number by calling the designated Support telephone number or logging a request via the Support website. If Riverbed Support verifies that the Product is likely to be defective, Riverbed shall issue Customer an RMA number, which allows Customer to return the defective unit to Riverbed for repair or replacement.
- b. Shipping. Riverbed is not obligated to accept any returned Product without an RMA number on the package or for which Riverbed has not issued an RMA number. Customer shall deliver the defective Product along with the RMA number to Riverbed within 30 days as further set forth in this Section 2. If Customer ships a Product on its own account or without fully complying with Riverbed’s RMA procedures, Customer assumes the risk of damage or loss of such Product in transit. Customer shall use the original shipping container (or the equivalent); Customer is responsible for any damage or loss in transit if Customer fails to use adequate packaging. Riverbed will provide Customer with the shipping address at the time of the RMA issuance. Riverbed will be responsible for the costs of shipping replacement Products to the Customer; responsibility for shipping costs from the Customer to Riverbed are as set forth in the table below.

Region	Country	Silver		Gold		Gold Plus		Platinum		Dead on Arrival	
		Riverbed	Customer	Riverbed	Customer	Riverbed	Customer	Riverbed	Customer	Riverbed	Customer
APAC	Australia		x	x		x		x		x	
APAC	China		x	x		x		x		x	
APAC	Hong Kong		x	x		x		x		x	
APAC	India		x	x		x		x		x	
APAC	Indonesia		x	x		x		x		x	
APAC	Japan		x	x		x		x		x	

Region	Country	Silver		Gold		Gold Plus		Platinum		Dead on Arrival	
		Riverbed	Customer	Riverbed	Customer	Riverbed	Customer	Riverbed	Customer	Riverbed	Customer
APAC	Korea		x	x		x		x		x	
APAC	Malaysia		x	x		x		x		x	
APAC	New Zealand		x	x		x		x		x	
APAC	Philippines		x	x		x		x		x	
APAC	Singapore		X	x		x		x		x	
APAC	Taiwan		X	X		X		X		x	
APAC	Thailand		X	X		X		X		x	
APAC	All other APAC countries		x		x	x		x		x	
EMEA	Bahrain		x	x		x		x		x	
EMEA	Egypt		X	X		X		X		x	
EMEA	EU States		x	x		x		x		x	
EMEA	Norway		x	x		x		x		x	
EMEA	Russia		x	x		x		x		x	
EMEA	Saudi Arabia		X	X		X		X		x	
EMEA	South Africa		x	x		x		x		x	
EMEA	Switzerland		x	x		x		x		x	
EMEA	Turkey		x	x		x		x		x	
EMEA	United Arab Emirates		x	x		x		x		x	
EMEA	All other EMEA countries		x		x	x		x		x	
CANADA	Canada		x	x		x		x		x	
LATAM	Argentina		x	x		x		x		x	
LATAM	Brazil		x	x		x		x		x	
LATAM	Chile		x	x		x		x		x	
LATAM	Colombia		x	x		x		x		x	
LATAM	Mexico		x	x		x		x		x	
LATAM	Peru		X	x		X		X		X	
LATAM	All other LATAM countries		x		x	x		x		x	
US	USA		x	x		x		x		x	

- c. Repair or Replace. Riverbed may, in its discretion, replace or repair a Product with either a new or reconditioned Product.
- d. Dead on Arrival Products: For RMAs that are issued by Riverbed within the first thirty (30) days after original Product shipment, Riverbed shall ship a new (not refurbished) advance replacement unit via express delivery; such Product may be shipped from Riverbed's manufacturing facilities. In such circumstance, Customer shall return the defective unit within 30 days after the replacement has been shipped. If the defective unit is not returned within this time, Riverbed may invoice Customer for the list price (less Customer's applicable discount, if any) of the replacement unit. Riverbed will use reasonable efforts to ship advance replacement units for requests confirmed by 2:00 pm PT USA by Riverbed for next business day delivery, provided that special configurations may require additional time before a new replacement unit can be shipped, and provided further that delivery time may depend on international customs clearing and export/import laws and regulations for non-US destinations.
- e. Silver-level Customers: For RMAs that are issued by Riverbed within the first ninety (90) days after original Product shipment, Riverbed shall ship an advance replacement unit via express delivery. In such circumstance, Customer shall return the defective unit within 30 days after the replacement has been shipped. If the defective unit is not returned within this time, Riverbed may invoice Customer for the list price (less Customer's applicable discount, if any) of the replacement unit. Advance replacement for requests confirmed by 2:00 pm local time (using the time zone of the location of the nearest Riverbed replacement Product depot) by Riverbed will be shipped for next business day delivery, provided that special configurations may require additional time before a

new replacement unit can be shipped, and provided further that delivery time may depend on international customs clearing and export/import laws and regulations for non-US destinations. For RMAs that are issued by Riverbed after the first ninety (90) days after original Product shipment, at Customer's request, Riverbed shall ship a replacement unit via ground delivery within ten (10) business days after Riverbed confirms receipt of the defective unit at the shipping address designated by Riverbed at the time of RMA issuance.

- f. Gold-level Customers: For RMAs that are issued by Riverbed, Riverbed shall ship an advance replacement unit via express delivery. In such circumstance, Customer shall return the defective unit within 30 days after the replacement has been shipped. If the defective unit is not returned within this time, Riverbed may invoice Customer for the list price (less Customer's applicable discount, if any) of the replacement unit. Advance replacement requests confirmed by 2:00 pm local time (using the time zone of the location of the nearest Riverbed replacement Product depot) by Riverbed will be shipped for next business day delivery, provided that special configurations may require additional time before a new replacement unit can be shipped, and provided further that delivery time may depend on international customs clearing, export/import laws and regulations and local interstate/legal/fiscal requirements for non-US destinations. Some remote international locations may have an irregular express delivery service available which may also cause extended delivery timescales.
 - g. Gold Plus-level Customers: For RMAs that are issued by Riverbed, at Customer's request, Riverbed shall deliver replacement Product to the applicable installation location within 4 hours, 24 hours per day, 7 days per week, provided that the delivery time may be greater than 4 hours based on the location, and 4 hour coverage may only be available during business hours in some locations. Please contact Riverbed to determine if Gold Plus Support is available in your area, and if it is, the applicable Product delivery time for your location. Riverbed shall use reasonable efforts to establish service spares close to the installation location within thirty (30) days after (a) shipment of the applicable Product, (b) notice from Customer that the installation location has moved, or (c) upgrade by Customer from Silver or Gold to Gold Plus Support; Product delivery times may be impacted until such service spares are established. If Customer moves the installation location and does not notify Riverbed of such change at least thirty (30) days prior to a request for Product delivery, Riverbed may charge Customer on a time and materials basis for any additional costs incurred to be able to meet the delivery requirements and/or the delivery time may be impacted. Notwithstanding the foregoing or anything to the contrary, Gold Plus Support might not be available at a new installation location or might not be available with the same coverage as a previous installation location, and Riverbed is not responsible for any unavailability or decreased coverage under Gold Plus Support resulting from a change in installation location. As requested by Riverbed, Customer shall make the defective unit available for collection at the time of delivery of the replacement unit or shall return the defective unit within 30 days after the replacement has been shipped to Customer. If the defective unit is not returned within this time, Riverbed may invoice Customer for the list price (less Customer's applicable discount, if any) of the replacement unit.
 - h. Platinum-level Customers: For RMAs that are issued by Riverbed, at Customer's request, Riverbed shall provide on-site Product repair or replacement within 4 hours, 24 hours per day, 7 days per week, provided that the on-site response time may be greater than 4 hours based on the location, and 4 hour coverage may only be available during business hours in some locations. Please contact Riverbed to determine if Platinum Support is available in your area, and if it is, the applicable on-site response time for your location. Riverbed shall use reasonable efforts to establish service spares and trained local field engineers close to the installation location within thirty (30) days after (a) shipment of the applicable Product, (b) notice from Customer that the installation location has moved, or (c) upgrade by Customer from Silver or Gold or Gold Plus to Platinum Support; on-site response times may be impacted until such service spares and local field engineers are established. If Customer moves the installation location and does not notify Riverbed of such change at least thirty (30) days prior to a request for on-site Support, Riverbed may charge Customer on a time and materials basis for any additional costs incurred to be able to meet the on-site Support requirement and/or the on-site response time may be impacted. Notwithstanding the foregoing or anything to the contrary, Platinum Support might not be available at a new installation location or might not be available with the same coverage as a previous installation location, and Riverbed is not responsible for any unavailability or decreased coverage under Platinum Support resulting from a change in installation location. As requested by Riverbed, Customer shall make the defective unit available for collection at the time of repair or replacement or shall return the defective unit within 30 days after such on-site repair or replacement. If the defective unit is not returned within this time, Riverbed may invoice Customer for the list price (less Customer's applicable discount, if any) of the replacement unit.
 - i. As used in this Section 2, "express delivery" means next business day delivery, subject to all applicable requirements to confirm a replacement request by the applicable cut-off time specified above. Requests for replacements that are confirmed after the applicable cut-off time specified above will be shipped on the following business day via next business day delivery.
3. Customer Support
- a. Support. Riverbed shall provide Customer with technical support by the following methods: World Wide Web, email and telephone. Such Support will include:
 - i. Assistance related to questions on the installation and operational use of the Products;
 - ii. Assistance in identifying and verifying the causes of suspected errors in the Products; and
 - iii. Providing workarounds for identified Product errors or malfunctions, where reasonably available to Riverbed.

- iv. Customer shall provide Riverbed with the contact information of two named individuals to act as support liaisons to utilize the Support and shall ensure that such persons will be properly trained in the operation and usage of the Products; Riverbed is not obligated to provide Support to any other individuals. Customer shall provide reasonable access to all necessary personnel to answer questions about any problems reported by Customer regarding a Product. Customer shall also promptly implement all updates and error corrections provided by Riverbed. Upon request, Customer will provide access for online diagnostics of the Products during error diagnosis.
 - v. In order to troubleshoot efficiently, Riverbed may from time to time request that a technical support resource be permitted to troubleshoot an issue on site at the Customer's location. For US Government customers, it is important that the Customer provide the means for Riverbed to secure any required clearances in connection with Support Services to enable such on site troubleshooting when required.
- b. Support Web Site. Riverbed may provide Customer with an authorized account to access Riverbed's Support website. Riverbed may make available the following services through its Support web site:
- i. Product software releases that can be downloaded by Customer;
 - ii. Documentation for Products;
 - iii. Issuing trouble reports identified by Customer through Riverbed's Support website;
 - iv. Issuing suggestions for enhancements through Riverbed's Support website.
- c. Telephone Support. Telephone support will include Direct Hotline Support. Customer may contact Support directly 7x24 via telephone at 1-888-RVBD-TAC (1-888-782-3822) or 1-415-247-7381.
- d. OPNET Products Open Enrollment Training. Certain Products that were previously sold by OPNET Technologies included access to certain "open enrollment" training classes as part of Support. Effective as of July 1, 2015, "open enrollment" training is no longer a part of any Riverbed product or Support offering.
- e. Special Services. Customer may request maintenance and support services not specifically provided for in this document. Customer acknowledges that, if provided, all such services will be provided at Riverbed's then-current rates, terms and conditions for such services.

4. Product Obsolescence

Riverbed's end of sale and end of support policy applicable to all Products is available at: www.riverbed.com/supportpolicy.

5. Support Service Levels

A problem is defined as a situation where a Product's software does not function as set forth in the applicable Riverbed documentation for such Product. The service levels for each problem type are defined in the applicable priority levels set forth below. Riverbed shall use reasonable efforts to provide the service level responses included below.

Priority 1 – Critical

- Definition: A catastrophic problem that severely impacts Customer's ability to conduct business. This may mean that the Customer's systems and/or the Product are down or not functioning and no procedural workaround exists.
- Riverbed Response: Riverbed to initially respond within one (1) hour following receipt of a call or trouble report for Support. The objective is to restore Customer's capacity to remain productive and maintain necessary business-level operations affected by the problem within 24 hours and to downgrade the problem severity accordingly. Efforts to isolate, diagnose, and deliver a workaround or repair will be continuous. When the severity level has been changed to "Priority 2" or "Priority 3," the appropriate service levels will be followed.

Priority 2 – High

- Definition: A high-impact problem in which Customer's operation is disrupted but there is capacity to remain productive and maintain necessary business-level operations. The problem may require that a fix be installed on the Customer's system prior to the next planned commercial release of the applicable Product software.
- Riverbed Response: Riverbed to initially respond within four (4) hours following receipt of a call or trouble report for Support. Efforts to isolate, diagnose, and deliver a workaround or repair will be continuous during Riverbed's business hours.

Priority 3 – Minor

- Definition: A medium-to-low impact problem that involves partial loss of non-critical functionality. The problem impairs some operations but allows Customer to continue to function. This may be a minor issue with limited loss or no loss of functionality or impact to Customer's operation.
- Riverbed Response: Riverbed to initially respond within eight (8) hours following the receipt of a call or trouble report for Support. Responsive action will be reasonably appropriate to the nature of the problem.

Priority 4 – Informational

- **Definition:** Minor problems and all other errors. This includes documentation errors. The inconvenience is slight and can be tolerated. Notwithstanding anything to the contrary, if Customer is participating in the Research with OPNET Program or the Teaching with OPNET Program (or any other OPNET university program), then any Support issues reported by Customer will be deemed a Priority 4 problem.
- **Riverbed Response:** Riverbed shall initially respond within the next business day following the receipt of a call or trouble report for Support during Riverbed’s normal business hours, or within two business days for a call or trouble report received outside of Riverbed’s normal business hours. Responsive action will be reasonably appropriate to the nature of the problem.

6. Escalation Procedures

If problems are not responded to as targeted above, Customer may escalate the issue to appropriate Riverbed management personnel. Riverbed provides systematic escalation management to Customer provided that Customer has a current Support plan for the affected Product. The Riverbed escalation process notifies levels of Riverbed management throughout the life cycle of the technical issue as set forth in the table below. This assists the appropriate Riverbed resources to resolve outstanding technical problems as efficiently as possible.

SEVERITY	NOTIFICATIONS		
	Escalation Engineer	Local TAC Manager	Regional Support Director and above
Priority 1 - Critical	Within 1 Hour	1 Hour	4 Hours
Priority 2 - High	Within 4 Hours	8 Hours	24 Hours
Priority 3 - Minor	Within 8 Hours	Weekly	N/A
Priority 4 - Informational	Within 24 Hours	N/A	N/A

To escalate a case, email support@riverbed.com or call 1-888-RVBD-TAC (1-888-782-3822) or 1-415-247-7381. A case follows this escalation path: Support Escalation Engineer to Local TAC Manager to Regional Support Director to Director of Support Operations to VP Support.

7. Continuous Support Coverage

Regardless of where the case originates, Riverbed Support endeavors to solve the case when it is opened. The Support team uses a “follow the sun” process to hand-off cases between different Support Centers.

For example, between Monday and Friday, 8 AM - 5 PM GMT, a case from Europe will be routed to the Amsterdam Support Center. After regular business hours in Europe, the case may be routed to the New York or San Francisco Support Center, when the Amsterdam office is closed. If the case remains open, it is passed back to the Amsterdam Support Center for the beginning of their next business day.

8. Case Handling

Riverbed is committed to ensuring Customer success and satisfaction. All Support Services professionals are rigorously trained on Riverbed Products, their underlying technologies, and industry leading technical problem-solving methodologies. Case handling follows these steps:

Customer may open a case in one of the following ways:

- call 1-888-RVBD-TAC (1-888-782-3822) or 1-415-247-7381
- send an email to support@riverbed.com
- generate a ticket directly from the Riverbed Support web site at support.riverbed.com

When Customer opens a case, Customer shall be prepared to provide the following:

- Serial number of any Product hardware component with an issue
- Detailed description of the problem
- Priority level and impact of the problem

- Indication of the activity that was being performed when the problem occurred
- Product software version
- Configuration data

Once a case is submitted, the issue is assigned to an escalation engineer (“EE”). Every EE is trained to perform extensive troubleshooting to quickly resolve the issue. All opened cases are tracked in Riverbed’s online Support tracking system. While working to resolve an issue, the EE may need to access information on the Customer system relative to the failure, or may need to recreate the failure to obtain additional information. If the problem is related to Customer’s system configuration, Customer may be asked to provide a network diagram and configuration information. If Customer and the EE agree, Customer may send log files or trace files to Riverbed through email or upload them to the Riverbed Support FTP site for further review.

Note: Any nonpublic information sent to Riverbed to help resolve Customer problems is treated as confidential.

A case is closed when all parties agree that the reported issue has been resolved. If the Customer issue is determined by Riverbed to be an enhancement, a Feature Request is entered into the Riverbed defect tracking system. A Feature Request is handled and processed by Riverbed Product Management and Engineering in accordance with Riverbed’s then-current policies.

Consistently improving quality of service is a very high priority within Riverbed. After closing a case, a survey will be sent to Customer asking for feedback as to how the case was handled and where Riverbed can improve. Riverbed’s Customer Support managers and executives review the survey responses, and take action where appropriate. Individual entries in this survey may be shared on the Support website anonymously, but identifiable submitter details are not shared. Individual entries will not be used for marketing purposes. The sole purpose of these survey results is to evaluate and improve Riverbed Support Services.

9. Restrictions

Customer is entitled to receive Support Services only on Products for which Customer has purchased Support Services; Support Services commence upon sale of the applicable Product by Riverbed. Riverbed is not obligated to provide any Support Services: (1) on any Product that: (a) is altered or modified, (b) is not installed, operated, repaired, or maintained in accordance with Riverbed’s specifications, documentation, recommendations and/or instructions, (c) has its serial number removed or altered, or (d) is damaged (including by electrical power surges), mishandled, or treated with abuse, negligence or other improper treatment (including use outside the recommended environment or in violation of the Agreement); (2) where the problem relates to Customer’s or a third party’s network, systems, hardware, software, or other problem beyond the reasonable control of Riverbed; (3) where the problem relates to any combination or use with any open source software or other unsupported software or hardware provided by Riverbed or one of its affiliates, including any software made available via Riverbed’s Splash website at splash.riverbed.com, via GitHub, or via any other software hosting website, or (4) to any geographic location or to any customers in violation of applicable laws or regulations. Customer acknowledges and agrees that Riverbed’s ability to provide Support Services is dependent on Customer and/or the reseller, distributor or service partner from whom Customer purchased the Support Services timely providing accurate Product installation location information, and any failure to do so may impact Riverbed’s ability to provide the Support Services. Remote access to the Products on Customer’s network may be required to diagnose or resolve a Support problem, and Riverbed is not responsible for any failure or delay in resolving a problem to the extent caused by Customer’s failure to provide such access. Without limiting the foregoing, Riverbed is not responsible for any Product replacement or repair delays caused by Riverbed’s compliance with applicable export/import laws and regulations. Riverbed’s obligations under any Support Service plan with respect to any Product are conditioned on Riverbed’s receipt of the applicable annual Support Services fee. Riverbed retains ownership of any intellectual property resulting from Support Services. If, with respect to a particular Product, there is a lapse in Support Services, (i) any subsequent purchase of Support Services will be deemed purchased retroactive to the later of (x) the date on which any prior Support Services period concluded or (y) the date on which the particular Product was purchased, and (ii) Customer shall pay all applicable Support Services fees for such lapsed period plus a twenty percent (20%) charge on the applicable Support Services fees for the lapsed Support period, which amounts will be based on the level of Support that Customer requests to purchase for such Products on a go-forward basis.

10. Miscellaneous

- If Customer purchased these Support Services directly from Riverbed, or if Customer purchased Riverbed Support Services through a Riverbed-authorized reseller, distributor or service partner but renews those services directly with Riverbed, the Agreement that governs the Support Services Customer purchased is Riverbed’s then-current standard terms and conditions of sale and license located at www.riverbed.com/termsandconditions, provided that if there is a separate mutually signed agreement between Customer and Riverbed (not including any purchase order or similar document) expressly covering these Support Services in effect at the time the order for these Support Services is accepted by Riverbed, the express terms of that agreement is the Agreement that will govern. For customers purchasing multi-year Support Services directly from Riverbed, please refer to the then-current Multi-Year Support Policy located at www.riverbed.com/multiyearsupportpolicy. If Customer did not purchase direct Riverbed Support Services (e.g. a Riverbed-authorized reseller, distributor or service partner provides telephone and email support to Customer), then Customer shall call their reseller, distributor, or service

partner's support team if Customer encounters a problem, as such Riverbed-authorized resellers, distributors and service partners provide the initial levels of support for their customers.

- b. In the event of an RMA from a location outside of the US, upon request from Riverbed, Customer shall provide to Riverbed the original import documentation for that unit. If Customer has Silver or Gold-level Support and Customer's ship to location (a) is not in an EU country or (b) is in a location where Riverbed does not have an in-country logistics center, then in any such case Customer shall be the importer of record for a replacement part shipment and the exporter of record for the return of the defective part. If Customer has Gold Plus or Platinum-level Support and Customer's ship to location (a) is not in an EU country or (b) is in a location where Riverbed does not have an in-country logistics center, then in any such case Customer shall be the exporter of record for the return of the defective part.
- c. Riverbed's sole obligation and liability and Customer's sole remedy hereunder is for the service and repair of Products covered by a then-current Support Services plan as set forth in this document. Riverbed has no further obligation or liability beyond such service and repair. NOTWITHSTANDING ANYTHING ELSE IN THIS DOCUMENT OR OTHERWISE, WITH RESPECT TO ANY SUBJECT MATTER OF THIS DOCUMENT OR UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, (A) NEITHER RIVERBED NOR ANY OF ITS AFFILIATES OR SUPPLIERS IS LIABLE FOR (I) ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS, (II) COST OF COVER OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, OR (III) LOSS OR CORRUPTION OF DATA, INTERRUPTION OF USE, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM CUSTOMER'S USE OF ANY PRODUCT, AND (B) THE AGGREGATE LIABILITY OF RIVERBED AND ITS AFFILIATES AND SUPPLIERS WILL NOT EXCEED THE AGGREGATE FEES RECEIVED BY RIVERBED FOR THE APPLICABLE SUPPORT SERVICES THAT GAVE RISE TO THE CLAIM IN THE TWELVE MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE. THE FOREGOING LIMITATION IS CUMULATIVE, WITH ALL CLAIMS BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF RIVERBED IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY OF A PERSON. NEITHER RIVERBED NOR ANY OF ITS AFFILIATES IS LIABLE FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL OR FOR ANY ALLOCATION OF PRODUCTS BETWEEN ITS CUSTOMERS IN THE EVENT OF A SHORTAGE.
- d. Except as expressly provided below, a Support Services plan is not transferable to any other Product or to any third party, including in connection with Product title transfers between Customer and any third party. Customer shall not transfer any Support Service plan between any Products or to any third party without Riverbed's prior written consent. Notwithstanding the foregoing, a Support Service plan cannot be transferred from one Product to provide coverage on another Product unless the transfer is in connection with an authorized RMA replacement, and provided further that Support Service plans may be transferred to a "Spare" or "Cold Spare" from a fully supported Product as described at www.riverbed.com/license/additional_use_rights. Riverbed shall exercise reasonable efforts to meet its obligations hereunder, but will not be liable or in default under a Support Service plan for any failure or delay in delivering materials or furnishing services to the extent such failure or delay is caused by Customer. All controversies regarding these terms will be governed by and construed in accordance with the laws of the State of California, USA, without regard to its conflicts of law rules or the UN Convention on the International Sale of Goods. Unless otherwise expressly indicated, "including" (and other variations thereof) means, as applicable, "including but not limited to".