

Uptime v3 Agreement - Special Conditions for Riverbed® Products

1 Definitions and Interpretation

- 1.1 “**Return to Base Commitment**” means a Commitment Level where the faulty Riverbed® Configuration Item must be returned to Riverbed by the Client following which it will be returned to the Client by Riverbed following repair or replacement.
- 1.2 “**Riverbed**” means Riverbed Technology, Inc., a Delaware corporation with an office at 199 Fremont St., San Francisco, California.

2 Application

- 2.1 For the purposes of these special conditions “Riverbed® Configuration Items” means the Riverbed® Steelhead® series of WAN optimisation products.
- 2.2 These special conditions do not apply to Riverbed® Configuration Items that have been classified as End-of-Life by Riverbed.

3 Return to Base - Parts repair or replacement

- 3.1 If, after receiving an Incident for a Riverbed® Configuration Item, NTT determines that a replacement product is required, then NTT must:
- (a) during the relevant Service Calendar, notify the Client that a replacement Riverbed® Configuration Item is required; and
 - (b) inform the Client of the steps the Client must take to return the faulty Riverbed® Configuration Item to Riverbed’s designated site.
- 3.2 The Client must promptly return the faulty Riverbed® Configuration Item to Riverbed as directed by NTT at its own cost.
- 3.3 NTT must arrange for Riverbed to dispatch a repaired or replacement Riverbed® product directly to the Client within 10 Business Days from receipt of the faulty Riverbed® Configuration Item by Riverbed from the Client.
- 3.4 Delivery of the replacement Riverbed® product will be dependent on the Shipping time, Australian customs clearance and local delivery time.

4 Service Level exclusion

- 4.1 NTT will not provide functions associated with the Remediate Business Continuity Level as part of Incident management for Riverbed® Configuration Items.