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.