

Rethink Possible

U.S. Employee Handbook, 2018

riverbed[®]

The Digital Performance Company

TABLE OF CONTENTS

TABLE OF CONTENTS	ii
INTRODUCTION	1
PURPOSE OF THIS HANDBOOK	1
EMPLOYMENT POLICIES	2
EMPLOYMENT AT WILL	2
CONFIDENTIALITY	2
EQUAL EMPLOYMENT OPPORTUNITY	3
AMERICANS WITH DISABILITIES ACT/CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT	4
SEXUAL AND OTHER DISCRIMINATION AND HARASSMENT	5
PAY TRANSPARENCY NONDISCRIMINATION	7
DRUG FREE WORKPLACE POLICY	8
EMPLOYMENT OUTSIDE OF RIVERBED	9
EMPLOYMENT OF RELATIVES	9
EMPLOYEE RELATIONS	11
OPEN DOOR POLICY	11
LEAVING RIVERBED	11
COMPENSATION PRACTICES	13
EMPLOYEE CLASSIFICATIONS	13
WORK SCHEDULE	14
PAYMENT POLICIES	17
PAYMENT OF WAGES	17
ADVANCES	17
WAGE DEDUCTIONS	17
EMPLOYEE EXPENSE REIMBURSEMENT	17
STANDARDS OF CONDUCT	18
EMPLOYEE CONDUCT	18
PUNCTUALITY AND ATTENDANCE	20
CODE OF BUSINESS CONDUCT	20
BUSINESS ENTERTAINMENT AND GIFT POLICY	20
ELECTRONIC COMMUNICATIONS	20
COMPUTERS	22
USE OF TECHNOLOGY WHILE DRIVING	22
EMPLOYEE RECORDS	22
EMPLOYEE BENEFITS AND LEAVES	24
ELIGIBILITY	24
INSURANCE BENEFITS	24
TRANSPORTATION BENEFITS	25
RESTRICTED STOCK PROGRAM (RSP)	25
ADOPTION ASSISTANCE PROGRAM	26
REACH OUT - CHARITABLE GIVING AND VOLUNTEERISM PROGRAM	27
EMPLOYEE REFERRAL PROGRAM	28
PAID TIME OFF	28
HOLIDAYS	34

VOTING.....	34
BEREAVEMENT LEAVE.....	35
JURY DUTY	35
MILITARY SERVICE	36
PAID PARENTAL LEAVE PROGRAM	36
UNPAID TIME OFF	37
PERSONAL LEAVE	40
RESTRICTED STOCK PURCHASES AND STOCK OPTIONS WHILE ON LEAVE	42
SAFETY AND SECURITY	43
WORKPLACE VIOLENCE POLICY	43
EMPLOYER PROPERTY.....	44
EMPLOYEE PROPERTY	45
SMOKING.....	45
ADDITIONAL COMPANY POLICIES	46
COMMUNICATIONS POLICY	46
US FOREIGN CORRUPT PRACTICES ACT POLICY	46
INSIDER TRADING POLICY	46
WHISTLEBLOWER POLICY	47
STATE-SPECIFIC POLICIES	48
ARIZONA	48
CALIFORNIA.....	49
COLORADO.....	58
CONNECTICUT	61
DISTRICT OF COLUMBIA (WASHINGTON D.C.).....	63
FLORIDA.....	65
GEORGIA.....	66
ILLINOIS.....	68
MARYLAND	72
MASSACHUSETTS	75
NEW HAMPSHIRE.....	78
NEW JERSEY	80
NEW YORK.....	83
NORTH CAROLINA	86
OHIO	88
OREGON	91
PENNSYLVANIA.....	93
SOUTH CAROLINA	94
TEXAS.....	95
VIRGINIA.....	97
WASHINGTON.....	99
ACKNOWLEDGMENT AND RECEIPT OF EMPLOYEE HANDBOOK	104

INTRODUCTION

PURPOSE OF THIS HANDBOOK

This Employee Handbook (“Handbook”) contains general information about some of the employment policies and practices of Riverbed Technology, Inc. (“Riverbed” or the “Company”) in effect at the time of publication. Employees should understand, however, that nothing in this Handbook, with the exception of the at-will policy, creates nor is intended to create any sort of a contract, nor is it intended to otherwise create any legally enforceable obligations on the part of the Company or its employees. This Handbook supersedes all previously issued handbooks and policy statements -- oral or written. We expect each employee to read and understand this handbook carefully. We encourage you to speak with a member of the Human Resources department if you have any questions.

Riverbed reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules or benefits stated in this handbook or in any other document at any time with or without notice, except that the at-will employment relationship may only be changed in a written document signed by you and Riverbed’s CEO. Any changes to the policies stated in this Handbook must be in writing and must be signed by the Riverbed CEO. No oral statements or representations can change or alter the provisions of this handbook.

Not all Riverbed policies and procedures are set forth in this handbook. We have summarized only some of the more important ones. If you have any questions or concerns about this handbook or any other policy or procedure, please ask your manager or Human Resources.

In addition, local laws and/or regulations may be applicable in certain situations, and will supersede any policies stated in this handbook. Furthermore, nothing in this Handbook is intended to infringe upon any employee's rights under Section Seven of the National Labor Relations Act ("NLRA") to discuss their own compensation, hours, or other terms and conditions of employment or other concerted activities with other non-supervisor employees.

This Handbook is the property of Riverbed, and it is intended for your personal use and reference as an employee of Riverbed. Circulation of this handbook outside of Riverbed is prohibited.

EMPLOYMENT POLICIES

EMPLOYMENT AT WILL

Employment at Riverbed is “at will”. This means that employment may be terminated for any reason, with or without cause or notice, at any time by the employee or the Company. Additionally, the Company also has the right to change hours, wages, working conditions, or any other terms and conditions of employment at any time, with or without cause and with or without notice. Nothing in this handbook or in any oral statement shall limit this right or the right to terminate at will.

No one other than the Company’s CEO has the authority to alter this policy, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Any such agreement must be in writing and must be signed by both the employee and the CEO of the Company. Unless your employment is covered by such a written employment agreement, this policy of at will employment is the sole and entire agreement between you and the Company.

CONFIDENTIALITY

The security of Riverbed property is of vital importance to the Company. Employees are responsible for maintaining confidential information obtained during the course of their employment with Riverbed. Confidential information is any company information that is not known generally to the public and cannot be discovered or replicated by a third party without substantial expense and effort. Third Party information, which includes but is not limited to customer lists, customer files, employee files, computer records, financial and marketing data, process and procedure descriptions, research plans, computer systems and trade secrets are some examples of confidential information. You should refer to our Code of Business Conduct and Proprietary Information and Inventions Agreement (PIIA) for additional information on your obligations to protect third party information.

During your employment with the Company, you may have access to and become acquainted with confidential information relating to Riverbed’s business and that of third parties with which Riverbed does business as well as confidential information relating to customers. You must not use or disclose any proprietary or confidential information obtained during your employment with Riverbed, unless such disclosure is approved in writing by a manager. This obligation continues even after your relationship with Riverbed comes to an end. Upon termination of employment, whether voluntary or involuntary, all Company documents, confidential information, computer records and other Company property in the employee’s possession must be returned to the Company immediately. Retention of any confidential information or Company property following termination is a misuse of such information or property. In addition, all employees are expected to observe good security practices and keep proprietary and confidential information secure from outside visitors and all other persons who do not have a legitimate reason to see or use such information. Procedures regarding document control, restricted access to files and other such procedures are to be strictly observed. Failure to adhere to Riverbed policies regarding proprietary and confidential information are considered grounds for discipline, up to and including termination.

Many employees have obligations to prior employers to maintain confidentiality of information received at their former jobs. Riverbed requires all employees to honor those commitments and to neither bring any other company's confidential information with them to Riverbed, nor in any way share confidential information.

Pursuant to the Defend Trade Secrets Act of 2016, employees have an absolute duty to maintain the confidentiality of trade secret information, with the exception that employees shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence either directly or indirectly to a Federal, State, or local government official, or to an attorney, solely for the purpose of reporting or investigating a violation of law. Employees shall not be held criminally or civilly liable for the disclosure of a trade secret made in a complaint, or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Employees who file a lawsuit alleging retaliation by the company for reporting a suspected violation of the law may disclose trade secrets to their attorney and use the trade secrets in the court proceeding, so long as any document containing the trade secret is filed under seal and does not disclose the trade secret except pursuant to court order.

Additionally, no Company policies or practices, including the sections addressing confidentiality obligations, is intended to or shall limit, prevent, impede or interfere with employee rights, without prior notice to the Company, to provide information to the government, participate in investigations, testify in proceedings regarding the Company's past or future conduct, or engage in any activities protected under whistleblower statutes.

EQUAL EMPLOYMENT OPPORTUNITY

Riverbed is an equal employment opportunity/Affirmative Action (EEO/AA) employer and provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, gender, sexual orientation, gender identity or expression, national origin, age, physical disability (including HIV and AIDS), mental disability, medical condition, pregnancy or child birth (including breast feeding), sexual orientation, genetics, genetic information, marital status, veteran status or any other basis protected by and in accordance with applicable federal, state and local laws. Riverbed complies with applicable state and local laws governing non-discrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training. Riverbed expressly prohibits any form of unlawful employee harassment based on race, color, religion, sex, gender, sexual orientation, gender identity or expression, national origin, age, physical disability (including HIV and AIDS), mental disability, medical condition, pregnancy or child birth (including breast feeding), sexual orientation, genetics, genetic information, marital status, veteran status or any other basis protected by applicable federal, state and local laws. In addition, Riverbed will respond to reasonable requests for accommodations as required by the American with Disabilities Act and any applicable state law, including the California Fair Employment and Housing Act.

Riverbed prohibits the harassment of any individual on any of the bases listed above. For information about the types of conduct that constitute impermissible harassment and the Company's internal procedures for addressing complaints of harassment, please refer to the Company's Harassment Policy included in this Handbook.

We will work with governmental agencies, educational institutions and community action groups that are concerned with employment opportunities for women, persons of color, workers with disabilities and veterans in sustaining and perpetuating equal opportunities.

Riverbed has an Open Door Policy. Employees are encouraged to seek assistance from their manager or anyone in management or Human Resources to ensure that problems are prevented or promptly resolved, thereby preserving a productive environment.

If the Company determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense.

Colorado, Connecticut, District of Columbia, Illinois, Maryland, New Jersey, Oregon, Pennsylvania, Texas and Washington employees - please see the additional state-specific policies at the end of this handbook.

AMERICANS WITH DISABILITIES ACT/CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

Riverbed is committed to promoting equal employment opportunity for all qualified individuals with disabilities in accordance with the federal Americans with Disabilities Act ("ADA") and any applicable state law, including the California Fair Employment and Housing Act ("FEHA"). Protection is also afforded to any qualified individual if the individual is mistakenly perceived as disabled.

Company policy strictly forbids all forms of intentional discrimination against qualified disabled applicants or employees, and provides reasonable accommodation if necessary for the disabled individual to perform essential job duties efficiently without serious risk to health and safety to the employee or others, unless such accommodation imposes an undue hardship on Riverbed. If you believe you need a reasonable accommodation in order to perform your essential job functions, we invite you to discuss your situation so that, together, we may evaluate the best accommodations for you, consistent with the ADA. You may be assured that information we obtain concerning any job accommodation will be kept strictly confidential, except that managers and/or medical and safety personnel may be informed on a need to know basis in order to aid with work accommodations and to assure safe and effective assistance in the event of an emergency. Riverbed will immediately work with you, through an interactive process, to determine appropriate accommodation. Please speak directly with a member of the Human Resources department if you feel you qualify for an accommodation.

SEXUAL AND OTHER DISCRIMINATION AND HARASSMENT

Riverbed is committed to providing a work environment free of unlawful discrimination and harassment. In addition to prohibiting other forms of unlawful discrimination and harassment, the Company maintains a strict policy prohibiting sexual harassment and discrimination and harassment based on factors such as race, color, religion, creed, sex, gender, sexual orientation, gender identity or expression, national origin, age, physical disability (including HIV and AIDS), mental disability, medical condition, pregnancy or child birth (including breast feeding), sexual orientation, genetics, genetic information, marital status, or status as a covered veteran or any other basis protected by federal, state, or local law. All such discrimination and harassment is unlawful and will not be tolerated.

All Riverbed employees are expected to avoid any conduct that could be construed as discrimination or harassment. Riverbed's anti-discrimination and anti-harassment policy applies to all employees of Riverbed, including supervisors, managers, and co-employees, as well as to customers, vendors and other persons at the workplace whom Riverbed knows or has reason to suspect are violating this policy. Appropriate corrective action will be taken against all offenders, including discipline or discharge of managers, supervisors, or employees who violate this policy.

Discrimination and Harassment Defined

Discrimination occurs when an employee is denied an employment benefit or treated less favorably on any basis protected by federal, state or local law.

Harassment occurs when conduct interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment, and is based upon any basis protected by federal, state or local law. Unlawful harassment of employees in the workplace is specifically prohibited. Unlawful harassment may take many forms, including, but not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cards, cartoons, drawings, e-mails or gestures;
- Physical conduct such as assault, unwanted touching, blocking normal movement, or interfering with work because of sex, race, or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and
- Retaliation for having reported or threatened to report harassment.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors or visual, verbal, or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment;

- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

The Company's anti-harassment Policy applies to all employees of the Company, including co-employees, supervisors and managers, as well as to customers, vendors and other third parties at the workplace who the Company knows or has reason to suspect is violating this Policy. All Company employees are expected to avoid any conduct that could be construed as harassment by any employee.

Riverbed Complaint Procedure

Riverbed's complaint procedure provides for an immediate, thorough and objective investigation of any harassment claim, appropriate disciplinary action against one found to have engaged in prohibited discrimination or harassment, and appropriate remedies to any victim of discrimination or harassment.

Employees, who believe they have been discriminated against or harassed on the job, or who are aware of the discrimination or harassment of others, must provide a written or verbal complaint to their own manager, Human Resources, or any other senior manager in the chain of command as soon as possible. Supervisors will refer all discrimination and harassment complaints to Lori Spence, Senior Vice President Human Resources, to facilitate internal resolution of complaints. The complaint should include details of the incident(s), names of individuals involved, and the names of any witnesses. All allegations of discrimination and harassment, sexual or otherwise that are reported will be promptly, thoroughly, and fairly investigated. Investigations will be conducted by qualified personnel, who will reach reasonable conclusions based on the evidence collected. All complaints and reports will be kept confidential to the greatest extent possible. All parties will be advised of the results of the investigation.

Any employee determined by Riverbed to be responsible for unlawful discrimination or harassment will be subject to appropriate disciplinary action, up to and including termination. Because a hostile free work environment is so important, the Company may take disciplinary action against an employee who exhibits poor judgment or engages in inappropriate behavior, including sexually inappropriate conduct even if it is welcomed or falls short of being severe or pervasive. It is important that you immediately report any incidents of discrimination and harassment so that it can be investigated and the conduct, if inappropriate, stopped. Please do not "suffer in silence," but rather, let Riverbed know of a concern before it becomes severe or pervasive.

Protection Against Retaliation

Riverbed will not retaliate against any employee for using this complaint procedure in good faith or for good faith filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a federal or state enforcement agency, nor will Riverbed tolerate or permit retaliation by management, other employees or co-workers.

Any report of retaliation by the one accused of discrimination or harassment, or by co-workers, supervisors or managers, will also be immediately, effectively and thoroughly investigated in accordance with the Company's investigation procedure outlined above. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

Agency Complaint Procedure

Both the state and federal governments have agencies whose purpose is to address unlawful discrimination and harassment in the workplace. If you believe you have been harmed by an unlawful practice, and are not satisfied with the Company's response to the problem, you may file a written complaint with these agencies. In addition to certain state agencies, the United States Equal Employment Opportunity Commission ("EEOC") also processes administrative charges of discrimination and harassment.

If, after an investigation and hearing, either of these agencies finds that unlawful discrimination or harassment has occurred, depending on the circumstances, you may be entitled to reinstatement or promotion, with or without back pay.

Employees are protected by law from retaliation by their employer for opposing unlawful discrimination or harassment, for filing a complaint with the EEOC or applicable state agency, or for otherwise participating in any proceedings conducted by these agencies.

Employees who wish to contact the U.S. Equal Employment Opportunity Commission (EEOC) may do so by calling (800) 669-4000 (or, TTY, (800) 669-6820) or at <http://www.eeoc.gov>

Liability for Harassment

Any employee who is found to have engaged in unlawful harassment, sexual and non-sexual, is subject to disciplinary action up to and including discharge from employment. An employee who engages in harassment, including any manager who knew about the harassment and took no action to stop it, may be held personally liable for monetary damages. The company will not pay damages assessed personally against an employee.

California and Massachusetts employees - please see the state-specific sexual harassment policies at the end of this handbook.

PAY TRANSPARENCY NONDISCRIMINATION

Riverbed will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with Riverbed's legal duty to furnish information.

DRUG FREE WORKPLACE POLICY

Riverbed forbids the unlawful manufacture, use, possession, sale, transfer, distribution, purchase or solicitation of illegal drugs and controlled substances in the workplace. Employees are not to be under the influence of alcohol, illegal drugs or controlled substances while on Riverbed property, while attending business related activities, while on duty or while operating a vehicle or machine owned or leased by Riverbed. The moderate use of alcohol, for those of legal drinking age, however, may be permitted at company sponsored social events. Employees are nonetheless required to practice moderation when consuming alcohol at company sponsored events and to take responsible action after alcohol consumption, including complying with all laws and traffic codes. Employees who are unable to drive safely due to the use of alcohol should request that the company provide cab fare or other assistance in getting home safely during company sponsored events.

In addition, employees are not to be under the influence of prescribed or over the counter medication when this behavior presents a safety hazard to themselves and other employees or impairs job performance. The use of prescription drugs may affect an employee's job performance. Any employee, who is using prescription drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a manager of such use immediately before starting work.

If an employee is convicted of a criminal drug violation for making, using, possessing, dispensing, or distributing drugs in the workplace, the employee must notify Riverbed of the violation no later than 5 days after the conviction. Riverbed will then notify the Federal contracting agency, if applicable, within 10 days after hearing from the employee. Within 30 days after hearing from the employee, the Company will follow up with the appropriate disciplinary action, which may include termination of employment. Riverbed may require the employee to participate in a drug rehabilitation program as a condition of continued employment.

Any employee in violation of this policy will be subject to disciplinary action up to and including termination of employment.

Marijuana Policy

Although many state laws recognize the right of individuals to use marijuana, including to treat certain medical conditions, the Company will not accommodate the use of marijuana in workplaces, or marijuana use that prohibits employees from performing their job duties while impaired from a controlled substance.

EMPLOYMENT OUTSIDE OF RIVERBED

Employees are expected to devote their energies to the full-time performance of their jobs with the Company. Moreover, employees are expected to avoid situations that create actual or potential conflicts of interest with the Company. For this reason, second jobs are strongly discouraged. The following types of outside employment are strictly prohibited:

- Employment that conflicts with an employee's work schedule, duties and responsibilities;
- Employment that creates a conflict of interest or is incompatible with the employee's employment with Riverbed;
- Employment that impairs or has a detrimental effect on the employee's work performance with Riverbed;
- Employment that requires the employee to conduct work or related activities on Riverbed property during the employee's working hours or using the employer's facilities and/or equipment; and
- Employment that directly or indirectly competes with the business or the interests of Riverbed. We understand, however, that some employees may wish or need to engage in a second job while employed by Riverbed. If that is the case, however, Riverbed requires that the employee advise his/her manager and the SVP of Human Resources (HR) of any employment or consulting engagement for another person or entity before accepting such engagement. Riverbed will review the potential concurrent employment/consulting arrangement to ensure that it does not create a conflict of interest with the Company or interfere with the employee's ability to perform at Riverbed. (Such interference may include but is not limited to scheduling conflicts, inability of non-exempt employees to perform requested overtime or of exempt employees to complete requested tasks in a timely manner, tardiness or fatigue).

Failure to disclose outside employment or consulting to the employee's manager and the SVP of HR; advise the manager and SVP of Human Resources of subsequent conflicts after the initial approval is granted; or impaired performance as a result of outside employment or consulting may result in disciplinary action, including, but not limited to, immediate termination.

EMPLOYMENT OF RELATIVES

Riverbed has a policy against the employment of close family members of current company employees regardless of their qualifications for employment. This practice is to avoid the creation of either an actual conflict of interest or the appearance of a conflict of interest of any kind.

A “close family member” includes the following relatives, regardless of where they reside:

- spouse;
- domestic partner;
- children (whether dependent or not);
- siblings;
- parents;
- in-laws of any kind;
- stepfathers and stepmothers;
- stepbrothers and stepsisters; and
- nieces and nephews.

This definition excludes spouses of nephews, spouses of nieces, spouses of uncles and aunts and spouses of in-laws not residing in the Riverbed employee’s household.

All employees covered by this policy must report the relationship to the Senior Vice President of Human Resources or, if appropriate, to another member of Riverbed's Executive Staff. Failure to disclose a relationship covered by this policy may be grounds for disciplinary action, up to and including termination. If two employees become subject to the restrictions of this policy after they are hired, they must disclose the relationship to the Senior Vice President of Human Resources or, if appropriate, to another member of Riverbed's Executive Staff.

Where employees are covered by this policy after they are hired, one or both of the employees must seek a transfer or reassignment to eliminate the actual or potential conflict of interest as specified in this policy. Where Riverbed determines that the relationship between two employees presents potential problems of supervision, safety, security, morale, actual or potential conflicts of interest or other hazard, Riverbed may take appropriate action which includes, but is not necessarily limited to, transfer, reassignment, limiting of job functions and/or access to confidential information, shift change or, if necessary, termination. If one or both employees refuse to accept a reasonable solution or an offer of an alternative position, if available, such refusal will be deemed a voluntary resignation. If two employees marry after they are hired, Riverbed will make reasonable efforts to assign job duties to minimize potential problems of supervision, safety, security, or morale.

Employees who need clarification or have questions as to whether this policy applies should contact Human Resources.

EMPLOYEE RELATIONS

OPEN DOOR POLICY

Riverbed maintains an “Open Door Policy”. The purpose of the Open Door Policy is to implement the philosophy of the Company that employees should be encouraged to raise their work-related concerns informally with their immediate supervisors or with any other supervisor of their choice. Riverbed will attempt to keep all such expressions of concern, their investigation, and the terms of their resolution confidential; however, please recognize that in the course of investigating and resolving the concerns some dissemination of information to others may be necessary or appropriate.

Suggestions for improving Riverbed are always welcome. If you have a problem or concern, or perhaps simply see a better way to get something done, we urge you to talk with your manager. If you have a problem or misunderstanding with another Riverbed employee, we urge you to work it out directly with that person. Frank, open communication is usually the best approach.

If there is an issue that you cannot or do not feel comfortable discussing with your manager or with the fellow employee you have a problem or misunderstanding with, you are free to discuss the situation with any member of the Human Resources staff or any manager within your chain of command.

The process set forth above does not alter Riverbed’s policy of at will employment.

LEAVING RIVERBED

Giving Notice

If, for whatever reason, the time comes when you need to move on, we ask that you give at least two weeks written notice to your manager in advance of your last day at Riverbed. While this notice is not required, it may be considered in the event of requests for rehire.

Voluntary Termination

An employee will be considered to have voluntarily terminated his or her employment with Riverbed if the employee:

- Resigns from the company or quits his or her job; or
- Fails to return from an approved leave of absence on the anticipated return date; or
- Fails to report to work without notice to Riverbed for three (3) consecutively scheduled workdays.

Involuntary Termination

You may be terminated involuntarily for any reason, with or without cause and with or without notice.

Obligations Upon Termination

All items which have been issued to an employee by Riverbed during the course of employment, including this Handbook, remain the property of the Company. At the time of an employee's termination, whether voluntary or involuntary, all company documents and other items of company property in the employee's possession or control must be immediately returned.

Exit Meeting

All voluntarily terminating employees leaving Riverbed for any reason will be scheduled for an exit meeting with the local HR Business Partner. At the time of the exit meeting, you must return all Riverbed furnished property, such as laptops and computers, keys, credit cards, documents, manuals, this handbook, etc. As an ex-employee of Riverbed, you will be reminded of your continuing obligations to maintain confidential information. Employees will be given an accounting of any accrued but unused vacation or other accrued benefits to which the employee may be entitled, and arrangements for receiving final pay will also be made in accordance with state law.

Upon termination an ex-employee is not permitted to return to the workplace for any reason.

COMPENSATION PRACTICES

EMPLOYEE CLASSIFICATIONS

For the purpose of determining the applicability of various policies, practices and benefits, Riverbed classifies employees by the nature of the position to which they are assigned and by their normally scheduled hours of work. The Company will notify you in writing of any change in classification. While additional classifications may be established by Riverbed from time to time, or by applicable state or federal wage and hour laws or regulations, the definitions used most commonly by Riverbed are as follows:

Full-Time Employees

Regular full-time employees are those who are normally scheduled to work and who do work a schedule of at least 30 hours per week. Regular full-time employees are eligible for most employee benefits described in this handbook.

Part Time Employees

Part time employees are those who normally are scheduled to work and who do work less than 30 hours per week. Part time employees may be assigned a work schedule in advance or may work on an as needed basis. Part time employees are not eligible for employee benefits unless noted in this handbook or mandated by applicable law.

Temporary Employees

Temporary employees are those employed for short term assignments. Temporary employees are not eligible for employee benefits except where mandated by applicable law.

Inactive Status

Employees who are on any type of leave of absence will be placed on inactive status. All Leave of Absence requests should be directed to Riverbed's Leave of Absence Administrator. During the time the employee is on unpaid leave of absence, no benefits (i.e. paid time off, sick time if applicable, or vacation accrual) will be earned unless required by applicable law.

Temporary Transfers

Employees who request a transfer for medical and/or family medical leave reasons will be considered for a temporary transfer if a position exists at the time the transfer is requested and the employee is qualified to perform the job. The employee will be paid in accordance with the responsibilities and duties of the temporary job.

Interns

Interns are not eligible for any employee benefits except where mandated by applicable law.

Exempt/Non-Exempt Employees

Employees are informed of their "exempt" or "non-exempt" status when they are offered a job assignment or change job assignments. Generally, exempt employees are those employees engaged in executive, managerial, administrative, and professional positions involving the exercise of discretion and use of independent judgment. In addition, outside salespersons are generally exempt employees. Exempt employees are not entitled to overtime pay. Non-exempt employees are employees who are eligible for overtime pay.

Change in Employment Status

The Company may change the employment classification of any employee at any time based on the nature of his or her job assignment, responsibilities, or compensation.

WORK SCHEDULE

Riverbed is normally open for business between the hours of 8 a.m. and 6 p.m., Monday through Friday. The workday (a consecutive 24-hour period) begins at 12:01 a.m. and ends at midnight. The workweek begins on Sunday and ends on Saturday. Riverbed has a dynamic and fast changing environment. As a result, it reserves the right to change hours, wages and working conditions at any time, with or without notice.

The normal workweek for non-exempt, full-time employees is 40 hours per week. Exempt employees are expected to work at least 40 hours per week and additional hours if necessary to adequately complete their job duties.

Meal and Rest Breaks

All non-exempt employees are provided with an unpaid one-hour lunch break to be taken approximately in the middle of the scheduled workday.

Employees are encouraged to take lunch and rest breaks (if applicable in your state) as stated above or in your state specific addendum. If the employee is not provided with a lunch and/or rest break (if applicable in your state) for any reason, the employee should report that missed lunch and/or rest break to his or her supervisor immediately. If the supervisor or work requirements discourage or impede an employee from taking full lunch and/or rest breaks, the employee should report that to Human Resources immediately, as such discouragement is against Company policy.

If an employee misses a lunch and/or rest break (or any part of a lunch and/or rest break) that was provided to the employee, or must take it late for work requirements, the employee is required to report the missed lunch and/or rest break to Human Resources, and to document the reason for the missed lunch and/or rest break and time worked.

Your manager will schedule your lunch and, if applicable, rest breaks. Employees are expected to observe assigned working hours and the time allowed for lunch and rest breaks. Non-exempt employees are not allowed to work "off the clock." All time worked must be accurately reported on the employee's timesheet. Although employees may leave the premises during lunch breaks, employees should not leave the premises during a rest break.

California, Connecticut, Illinois, Massachusetts, New Hampshire, New York, Oregon, and Washington employees - please also refer to the state-specific meal and rest break policies at the end of this handbook.

Reasonable breaks are provided for all employees who need to express breast milk. These should be taken during the employee's normal breaks when possible.

Colorado, Connecticut, District of Columbia, Georgia, Illinois, New Hampshire, New York, and Virginia employees - please also refer to the state-specific breast feeding policies at the end of this handbook.

Time Keeping Requirements

All non-exempt employees are required to record time worked on their timesheets for payroll purposes. Non-exempt employees must record their own time at the start and end of each work period, including before and after the lunch break. Non-exempt employees also must record their time whenever they leave the building for any reason other than Riverbed business. Any handwritten marks or changes on the timesheet must be initialed by your manager. Allowing another employee to fill out your timesheet is not permitted.

Any errors on your timesheet should be reported immediately to your manager, who will attempt to correct errors.

Overtime

As necessary, employees may be required to work overtime. Only non-exempt employees are entitled to overtime compensation; no overtime compensation will be paid to exempt employees. For purposes of determining which hours constitute overtime, only actual hours worked in a given workday or workweek will be counted.

Riverbed provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law. Unless otherwise required by law, all hours worked in excess of forty (40) hours in one (1) workweek will be treated as overtime and will be compensated at one and one-half times the employee's regular rate of pay.

All overtime must be approved in advance by your manager. Failure to obtain your manager's advance approval for overtime may result in disciplinary action.

California and Colorado employees - please also refer to the state-specific overtime policies at the end of this handbook.

Reporting

All non-exempt employees must accurately report the amount of time they work for the Company. Strict compliance with the following requirements and procedures is a condition of employment with the Company and failure to so comply will result in disciplinary action up to and including discharge. All non-exempt employees must accurately report all time worked. No employee is permitted to clock in or out for another employee. Deliberately falsifying a time record will be grounds for disciplinary action.

No "Off The Clock" Work

Non-exempt employees are prohibited from working for the Company "off the clock"—that is, working for the Company but not reporting the time worked. If an employee does work "off the clock," he or she must report the time worked to his or her supervisor. Working "off the clock" or failure to report all time worked will be grounds for disciplinary action. In any event, however, any employee who reports having worked "off the clock" will be paid for such time.

If any employee believes his or her supervisor has directed the employee not to report hours worked, the employee must report the matter to Human Resources immediately.

Non-exempt employees are not expected to work after hours to perform functions such as checking and responding to Company email, as this is considered time worked and must be reported on the non-exempt employee's timesheet.

Authorization for Overtime

Overtime shall be assigned to a non-exempt employee only when an employee's supervisor determines that overtime is necessary to meet the Company's operating needs. Employees should not work overtime unless assigned to do so by a supervisor. However, any non-exempt employee who does in fact work overtime, whether assigned by a supervisor or not, must report the amount of overtime he or she worked and such employee will be paid for such overtime.

Non-exempt employees who work unassigned overtime or who fail to report overtime worked, whether assigned by a supervisor or not, may be subject to disciplinary action, up to and including discharge. Any non-exempt employee who believes he or she cannot complete the requirements of his or her position without working overtime should discuss the situation with his or her supervisor.

No Retaliation

The Company prohibits any form of retaliation against an employee for reporting hours worked or seeking or receiving overtime compensation. If an employee believes he or she has been retaliated against for reporting hours worked or seeking or receiving overtime compensation, the employee must report the matter to Human Resources immediately.

PAYMENT POLICIES

PAYMENT OF WAGES

There are 24 pay periods per calendar year at Riverbed. Paydays are the 15th and the last day of each month. If the 15th or the last day of the month falls on a Saturday, a Sunday, or holiday, paychecks will be available on the preceding working day. Paychecks will be subject to all applicable taxes and withholdings.

ADVANCES

Riverbed does not permit advances against paychecks.

WAGE DEDUCTIONS

It is the Company's practice to comply fully with the employee wage and hour protections provided under the federal Fair Labor Standards Act and any applicable state wage and hour laws. As such, the Company prohibits any improper deductions from the employee's wages for any reason without specific, prior written authorization from the employee unless such deduction is made pursuant to the Company's written policies and in accordance with applicable law. Wage deductions for unpaid disciplinary suspensions may be made for amounts equal to one or more full day's wages, or as otherwise authorized under applicable federal or state law.

If an employee believes that a deduction was made without proper authorization, the employee should report the discrepancy to his or her supervisor immediately. If the Company's investigation determines that an erroneous deduction has been made from the employee's wages, the Company will correct the discrepancy by reimbursing the employee the total amount of the erroneous deduction.

EMPLOYEE EXPENSE REIMBURSEMENT

Riverbed reimburses employees for all pre-approved business expenses. Employees who have incurred business expenses must submit their expense reimbursement requests through Concur. In addition, (i) the amount of expense reimbursement in one calendar year can in no way affect the amount of reimbursement in another calendar year for the employee; (ii) in all events such reimbursement(s) must be made no later than the last day of the year following the calendar year in which the expense is incurred; and (iii) no such reimbursement(s) may be subject to liquidation for cash or exchange for another benefit.

For additional information as well as specific reimbursement guidelines and rules, please see the Travel and Expense Policy. Specific questions regarding expense reimbursements can be directed to Human Resources.

STANDARDS OF CONDUCT

EMPLOYEE CONDUCT

At Riverbed we expect that all employees will strive for excellence and work to maintain the open corporate culture that contributes to our shared success through appropriate personal conduct. In the event of unacceptable behavior, Riverbed reserves the right to determine appropriate disciplinary action, although nothing in this policy is intended to alter the at-will status of employment with the Company. While it is obviously impossible to list all types of unacceptable behavior, examples could include, but are not limited to the following:

- Unauthorized use of Company owned or Company controlled equipment, time, materials, or facilities.
- Unauthorized disclosure of confidential or proprietary information, either verbally, electronically, or in writing.
- Unauthorized absence, failure to promptly report an absence from work, or failure to return to work at the time your manager was advised to expect your return.
- Excessive absenteeism or tardiness, regardless of cause, unless statutorily protected.
- Violation of safety rules or common safety practices.
- Possession, consumption, sale, purchase, or being under the influence of illegal drugs on Company time or Company premises, or at Company sponsored events. You must properly use prescription drugs according to your doctor's instructions.
- Possession, consumption, sale, purchase, or being under the influence of alcohol on Company time or Company premises or at Company sponsored events. Management may permit the moderate use of alcohol in appropriate circumstances including Company sponsored events. Employees remain subject to discipline, however, if they consume excessive amounts of alcohol or engage in other misconduct at such events, whether on or off Company premises. At all times, individual employees are responsible for monitoring their consumption of alcohol and complying with all laws and traffic codes. Employees who are unable to drive safely due to the use of alcohol should request that the company provide cab fare or other assistance in getting home safely during Company sponsored events.
- Borrowing or lending substantial amounts of money from or to employees, customers, or suppliers.
- Engaging in criminal conduct.
- Committing a fraudulent act or a breach of trust under any circumstances.
- Use or possession of firearms, weapons, or explosives on company property at any time.

- Destroying, defacing, abusing, wasting, or stealing Company property or the property of another employee.
- Falsification or willful destruction of personnel, production, quality control or other Company records, reports, or documents.
- Insubordination, refusal to follow instructions, or disregard of proper authority.
- Interfering with the work of other employees, or preventing others from performing their duties.
- Disorderly conduct or use of abusive language on Company premises.
- Physical or verbal harassment of employees, applicants, customers, vendors, or other visitors.
- Fighting or agitating a fight, or attempting or threatening bodily injury, regardless of provocation.
- Performing unauthorized work on Company premises.
- Smoking inside Company buildings, including vaporizers and e-cigarettes.
- Discrimination, sexual and non-sexual forms of harassment, or retaliation.
- Failure to cooperate with the Company during any investigation.
- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time sheet, either your own or another employee's.
- Failure to observe working schedules, including lunch and rest breaks.
- Working overtime without authorization.
- Failure to obtain approval from your manager to leave work for any reason during normal working hours.
- Failure to provide a physician's certificate when requested or required to do so.
- Sleeping during working hours or malingering during working hours.
- Repeatedly making or accepting personal telephone calls during working hours, except in cases of emergency or extreme circumstances.
- Wearing unprofessional or inappropriate styles of dress or hair while working.

Except that none of the foregoing are intended to infringe upon any employee's rights under Section Seven of the NLRA to discuss their own compensation, hours, or other terms and conditions of employment or other concerted activities with other non-supervisor employees.

PUNCTUALITY AND ATTENDANCE

As an employee of Riverbed, you are expected to be punctual and regular in attendance. Employees should notify their managers before their regular starting time if late arrival is anticipated. Unless there is an extreme need, employees also are expected to remain at work for their entire work schedule, except for lunch breaks or when required to leave on authorized Company business. Late arrival, early departure, or other absences from scheduled hours are disruptive and should be avoided.

In all cases of absence or tardiness, employees must provide their manager with an honest reason or explanation. Employees also must inform their manager of the expected duration of any absence.

Barring extenuating circumstances, you must call in on any day you are scheduled to work and will not report to work.

Absenteeism and Tardiness

Excessive absenteeism or tardiness will not be tolerated. Riverbed defines excessive tardiness/absenteeism as more than three (3) days absence/tardiness in a one (1) month period, unless the absence or tardiness is required or permitted by law. If for some reason an employee is absent due to illness for at least four consecutive days, he or she must submit a doctor's note to Benefits@Riverbed.com to excuse the absences.

If you fail to report for work without any notification to your manager and your absence continues for a period of three (3) days, Riverbed will consider that you have voluntarily terminated your employment with Riverbed.

CODE OF BUSINESS CONDUCT

Riverbed's Code of Business Conduct is available on the Company's [intranet](#) or you may ask Human Resources for a copy. All employees are obligated to review and comply with Riverbed's Code of Conduct.

BUSINESS ENTERTAINMENT AND GIFT POLICY

Riverbed's Business Entertainment and Gift Policy is available on the Company's [intranet](#) or you may ask Human Resources for a copy. All employees are obligated to review and comply with Riverbed's Business Entertainment and Gift Policy.

ELECTRONIC COMMUNICATIONS

Riverbed uses various forms of electronic communication including, but not limited to, computers, e-mail, telephones (cellular and land lines), handheld mobile devices, voicemail, fax machines, all online services paid for by Riverbed, and the Internet ("Electronic Communications"). All Electronic Communications, including all software and hardware, remain the sole property of the Company. All electronic information created by the employee using any of Riverbed's hardware or software is also the property of Riverbed. Employee acknowledges, agrees and understands that Riverbed is entitled to review any such information at any time. Riverbed understands that, on occasion, a need

may arise for personal use of the Company's Electronic Communications to a limited degree. However, personal use of these Electronic Communications should be kept to a minimum and must not violate any other Company policy. Additionally, the use may not interfere with an employee's work performance or productivity and should comply with all federal, state and local laws.

Electronic Communications may not be used in any manner that would be discriminatory, harassing or obscene, or for any other purpose which is illegal, against company policy or not in the best interest of Riverbed. Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment or related actions will be subject to disciplinary action up to and including immediate termination.

Employees have no expectation of privacy when using employer provided Electronic Communications. The Company has the right to monitor, audit and search electronic communications and network systems. This policy may not be modified orally.

Personal software may not be installed in Riverbed computer systems. All electronic information created by the employee using any Company Electronic Communications or Company hardware or software is the property of Riverbed. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the Company's ownership of the electronic information, nor its ability to inspect all company equipment and its content at any time without notice. Any passwords used must be provided to the Company at the time of the employee's exit meeting.

Riverbed will override all personal passwords if it becomes necessary to do so for any reason. For these reasons, employees should not place or retain anything on Company computers, which the employee considers to be personal or private or otherwise would not want Riverbed to see. We reserve the right to access and review electronic files, messages, mail, etc., including, but not limited to, personal, password protected e-mail, and to monitor the use of electronic communications as is necessary to ensure that there is no misuse or violation of company policy or any law.

E-Mail

E-mail (which includes any form of electronic communication) is a convenient way to communicate with other people in the Company. To make the best use of e-mail, please be aware of the following practices and policies. The Company reserves the right to monitor/access the use of email as is necessary to ensure that there is no misuse or violation of company policy or any law.

E-mail is a Company resource and is provided as a business communication tool. Employees with legitimate business purposes may have the need to view your electronic mail messages. It is also possible that others may view your messages inadvertently, since there is no guarantee of privacy for an electronic mail message. Please use your good judgment as you use the electronic mail system. Consequently,

- Do not send highly sensitive messages through e-mail without appropriate document password protection or encryption.
- Do not let anyone know your network or e-mail password.

- Change your e-mail password at least once every quarter.
- Do not use simple passwords that someone could easily guess.
- Do not leave your desk with e-mail still activated on your computer.
- Do not send or import any messages that may offend or violate Riverbed's policy on harassment. For additional information please refer to our Corporate Email Policy. If you have questions regarding this policy, please contact Information Technology.

COMPUTERS

Riverbed supplies every employee with a computer – laptop or desktop – to use while employed at the Company. Riverbed does not support personally owned computers.

USE OF TECHNOLOGY WHILE DRIVING

All employees who drive on Company business, whether in a personal or Company vehicle, are expected to refrain from using any information and communications technology (such as, without limitation, cell phones, smart phones, pagers, handheld mobile devices, laptops, tablets, or other mobile technology devices) in any manner that would be distracting while driving. Specifically, while driving employees may not text, read or send email, access the Internet, or use any computer application (other than legal and permissible use of maps). Safety must come before all other concerns. Employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a phone call. In looking for a safe place to pull over, special care should be taken in situations where there is traffic, inclement weather or the employee is driving in an unfamiliar area. Under no circumstances are employees allowed to place themselves or others at risk to fulfill business needs. Employees also cannot drive vehicles that are equipped with a television screen or similar image viewing device that is visible from the driver's seat.

Employees must comply with any applicable local, state, and federal laws concerning the use of cell phones and other technology (including headphones) while driving. Employees who are charged with traffic violations resulting from the use of technology while driving will be solely responsible for all liabilities that result from such actions.

EMPLOYEE RECORDS

Riverbed will attempt to restrict disclosure of your employee file to authorized individuals within the Company in compliance with applicable federal and state law. Any request for information from employee files must be directed to the SVP of Human Resources. Only the SVP of Human Resources is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited. However, Riverbed will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and will disclose information as otherwise legally required.

Riverbed is responsible for keeping current and accurate employee records. If information in your records is not correct, problems could arise concerning your taxes, employee benefits, or paychecks. You are responsible for informing Human Resources immediately of changes to any personal information such as your name, address, marital status, telephone number, dependents, person(s) to notify in case of emergency, insurance or retirement plan beneficiary, physical problems that might limit your ability to work and medical plan coverage.

Reference Requests

All requests for references regarding current or former employees should be directed to the SVP of Human Resources. No other manager or employee with the exception of the SVP of Human Resources is authorized to release references for current or former employees. Riverbed policy as to references is only to provide hire date, termination date and last position held.

EMPLOYEE BENEFITS AND LEAVES

ELIGIBILITY

Regular full-time employees who are scheduled to work at least 30 hours per week are eligible for employee benefits. Part-time, temporary employees and interns are not eligible for employee benefits except as required by law. Employees on bona fide leave of absence are eligible for employee benefits in accordance with the terms of the relevant plans and applicable law. Riverbed reserves the right to eliminate or modify any of its benefits at any time. Please review your Benefits Brochure for further details regarding Riverbed's benefit plans.

INSURANCE BENEFITS

Workers' Compensation

Riverbed carries workers' compensation insurance coverage as required by law to protect employees who are injured on the job.

You must immediately report every work related injury or illness to your manager and Human Resources. Any delay in reporting an accident/illness may delay workers' compensation benefits. Neither Riverbed nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during your voluntary participation in any off duty recreational, social, or athletic activity sponsored by Riverbed.

Medical Insurance

Riverbed provides medical, dental, and basic vision insurance plans for eligible employees and their dependents. Employees who elect coverage for eligible dependents must pay premiums for such coverage and domestic partners. Specific questions regarding medical coverage or any other type of insurance policies (i.e. dental, vision) can be directed to HRHelp@riverbed.com.

Short-Term Disability

Riverbed maintains a short-term disability plan for eligible employees. The short-term disability benefit is 60% of your base salary, up to a maximum benefit of \$3,462 per week. The benefits start on the 8th day of disability. You do not need to complete an enrollment form, as all eligible employees will be automatically enrolled in the short-term disability plan. The maximum benefit period is 12 weeks.

California employees - please refer to the state-specific policy at the end of this handbook.

Long-Term Disability

Riverbed maintains a long-term disability plan for eligible employees. The long-term disability benefit is 60% of your base salary, up to a maximum benefit of \$15,000 per month. The elimination period is 90 days and the maximum benefit period is to the age of 65. You do not need to complete an enrollment form, as all eligible employees will be automatically enrolled in the long-term disability plan.

Social Security

Social Security is a part of every employee's retirement benefit. Riverbed pays a matching contribution to each employee's Social Security taxes.

401(K) Retirement Plan

Riverbed maintains a 401(k) plan and a 401(k) matching program for eligible employees in order to assist in planning for their retirement. For information regarding eligibility, contributions, benefits and tax status, contact HRHelp@riverbed.com.

Life/AD&D Insurance

Riverbed maintains basic Life & Accidental Death & Dismemberment (“ADD”) insurance plans which are 100% employer-paid with automatic enrollment for all eligible employees. You may purchase additional Life/AD&D insurance in different increments, on top of your basic Life/AD&D insurance provided through the company.

Employee Assistance Program

Riverbed Technology provides this assistance program to help our employees through issues that may benefit from an outside consultation with a qualified advisor. With this benefit, you will be able to receive face-to-face counseling visits each year. You do not need to complete an enrollment form for this benefit, as all eligible employees will be automatically enrolled in this plan and its costs will be paid by Riverbed. For more information, please contact Benefits@Riverbed.com

Flexible Spending Account

This benefit offers you the ability to set aside money for reimbursement on eligible healthcare and dependent care expenses on a pre-tax basis.

TRANSPORTATION BENEFITS

This benefit enables employees to deduct certain work transportation and parking expenses from their salary on a pre-tax basis.

RESTRICTED STOCK PROGRAM (RSP)

For more information on Riverbed's Restricted Stock Program (RSP), please contact Riverbed's Legal Department or see the appropriate RSP Plan documents.

ADOPTION ASSISTANCE PROGRAM

The Riverbed Adoption Assistance Program provides financial assistance to eligible employees who are adopting an Eligible Child. All full-time employees are eligible for participation in the program. Employees wishing to take advantage of the program must receive written approval from the Human Resources Department prior to beginning adoption proceedings. Human Resources approval may be obtained by contacting the department in writing or via email, HRHelp@riverbed.com.

The Riverbed Adoption Assistance Program reimburses employees for the same type of covered expenses that qualify for an income tax exclusion or adoption tax credit on individual United States income tax returns up to a maximum benefit of \$5,000 USD per eligible child adoption.

The following is a list of most covered expenses directly relating to a qualified adoption:

- Reasonable and necessary adoption fees.
- Court and Attorney's fees.
- Traveling expenses (including amounts spent for meals and lodging) while away from home.
- Other expenses directly related to, and the principal purpose of which is for, the legal adoption by you of an eligible child.

Expenses that are **not** covered include:

- Expenses incurred in connection with the adoption of your spouse's/domestic partner's child.
- Expenses incurred in carrying out a surrogate parenting arrangement.
- Expenses related to the adoption of a foreign child (non-citizen of the employee's resident country) **before** the adoption is finalized.
- Expenses in violation of United States federal or resident state laws.
- Expenses reimbursed under another employer plan or any other source.
- Expenses incurred before November 1, 2007 (when the program was established) or at a time when you were not an eligible employee.
- Expenses for an illegal adoption.

An employee may receive benefits for more than one adoption per calendar year, and the reimbursable expenses incurred for any single adoption may accumulate over more than a calendar year. Employees are eligible to receive benefits under the program until the termination of their employment or until the employee is no longer on active work status.

The definition of an “Eligible Child” is (i) a child under 18 years of age, or (ii) physically or mentally incapable of caring for him or herself (at the time the eligible adoption expenses are paid or incurred), and not the child of an employee's present spouse or domestic partner.

The Company is not responsible for the payment of employee personal taxes resulting from participation in this program. Depending on your “*modified adjusted gross income*,” the Internal Revenue Service may allow either full or partial income tax exclusion for the reimbursed expenses associated with adopting an eligible child. Additionally, the IRS may allow for an adoption tax credit. The Company recommends that employees consult with their local tax advisor in their resident state for information on tax implications of receiving reimbursements from this program.

REACH OUT - CHARITABLE GIVING AND VOLUNTEERISM PROGRAM

The REACH OUT Program (Riverbed Employees Assisting Community and Helping Out) was created so community-minded employees can give back to the local communities where they work, live and make money. REACH OUT encourages volunteerism and coordinates a global charitable giving program in efforts to create a lasting impact and encourage employee engagement.

Since 2016, REACH OUT has organized a volunteer effort, offering employees the chance to serve their communities and build camaraderie while having fun. REACH OUT Week will take place annually, and our goal is to contribute hundreds and hundreds of hours of community service across the world.

Besides volunteerism, every employee has the opportunity to nominate charities to receive contributions from Riverbed. Employees may submit requests for a donation by visiting REACH OUT on the Riverbed [intranet](#). Decisions on funding requests are made by an executive REACH OUT panel.

Riverbed’s key worldwide community investment areas are in support of anti-poverty programs, natural disaster relief, and disadvantaged youth. Riverbed prefers matching the requesting employee’s own donations of money and/or time in order to make the request more meaningful. The types of programs considered for a donation focus upon three areas:

- **Childhood Development** - (Birth to 18 years old) Community-based programs which focus on the overall development and well-being of children, with emphasis placed on at-risk/low income youth and early childhood development.
- **Community Development** - Programs that focus on a specific community issue and contain deliverable outcomes within targeted people populations. Priority is given to organizations that form collaborative partnerships and/or assist in strengthening existing community infrastructure.
- **Education** - Efforts to strengthen public education, from kindergarten through higher education.

EMPLOYEE REFERRAL PROGRAM

The Riverbed Employee Referral Program (ERP) is an incentive program open to all full-time Riverbed employees. Each time an eligible employee refers an eligible candidate and that candidate is successfully hired and employed for 30 days, the referring Riverbed employee will receive a referral bonus payment. Referral bonus payments will be via payroll less applicable taxes and local jurisdiction withholdings for all positions. If your referral is hired, your bonus will be processed after your referral has been on board for 30 days and you will receive your bonus with the next possible payroll cycle. Program Rules, eligibility and ERP bonus payments are subject to revision at any time.

The Program Rules, eligibility and ERP bonus payments in effect on the date a candidate is submitted will apply. To refer a candidate, visit the Riverbed Employee Referral Portal and for assistance contact Recruiting Operations at Employee.Referral@riverbed.com. You must review the “Careers & Recruiting” site on the Riverbed [intranet](#) for the complete program details and note that anyone participating in the ERP is considered to have reviewed, understood and agreed to abide by the program rules, eligibility and bonus payment conditions.

PAID TIME OFF

Riverbed recognizes the need for all eligible employees to have time away from work for a variety of reasons. Therefore, Riverbed has multiple time off allowances, both paid and unpaid. Paid time off includes the following:

- Vacation
- Sick Leave
- Holidays
- Voting
- Bereavement Leave
- Jury Duty
- Military Service
- Parental Leave

Also, employees should refer to the state-specific policies at the end of this handbook for additional paid leaves that may apply. If your state is not listed, please speak with Human Resources for specific information regarding your applicable state and local policies.

Regular full-time employees are entitled to all of these time-off allowances. Interns, part-time, and temporary employees are only eligible for paid time off where required by law.

All time off must be approved by your manager in advance through Oracle Self-Service whenever possible. If you are absent unexpectedly (for example, in case of illness), you should call your manager as early as possible to explain the situation and the probable length of absence. You may be deemed to have voluntarily resigned from your employment if you do not return to work on your anticipated return date, except as otherwise required by law.

Vacation

All regular full-time employees scheduled to work at least 30 or more hours per week accrue vacation. Vacation accrual begins the first full pay period after date of hire; employees may view their balance in Oracle Self Service. Vacation payment is calculated using the base salary for salaried staff (exempt) and hourly rate for hourly paid staff (non-exempt). Regular full-time employees accrue vacation as set forth below. You will not accrue vacation during an unpaid leave of absence.

Employees with three (3) years or less of service accrue vacation at the rate of five (5) hours per pay period, up to 120 hours in a twelve (12) month period provided they have not reached the Vacation Cap as discussed below. Beginning with their 4th year of employment (which begins in the first full pay period after the employee's 3rd year anniversary), employees will accrue vacation at the rate of 6.67 hours per pay period, up to 160 hours in a twelve (12) month period provided they have not reached the Vacation Cap as discussed below.

Accrued vacation rolls over from year to year; however, employees, with the exception of those located in California, may only accrue up to a maximum of 160 hours of vacation ("Vacation Cap"). Once the Vacation Cap is reached, no further vacation will accrue until some vacation is used. Employees may not receive pay instead of vacation except when the employee leaves the company (as described below). Employees will not receive a retroactive grant of vacation compensation for the period of time when the employee's vacation accruals stopped because their accrued vacation compensation was at the cap.

Years of Service	Accrual Per Pay Period	Vacation Accrual Cap
3 years or less	5 hours	160 hours
4 years or more	6.67 hours	160 hours

Vacations generally can be taken up to the accrued amount as work schedules permit. We request that an employee give their manager at least 30 days' advance notice before they take their vacation. The scheduling of an employee's vacation is based on the company's operational needs and the requests for vacation and leave of absence of other employees. Vacation requests must be approved in advance by an employee's manager using the Oracle Self-Service tool.

An employee whose employment terminates will be paid for all accrued, unused vacation days.

California employees - please refer to your state-specific policy at the end of this handbook for more information on your vacation accrual.

Sick Leave (Effective as Of July 16, 2017)

All United States employees, including part-time, temporary, and interns, working in the United States are eligible for paid sick leave and will accrue paid sick leave at a rate of one hour (1) for every thirty (30) hours worked. This paid sick leave is carried over from year to year and does not expire.

With the exception of employees in Arizona, Vermont, Washington, Washington D.C., Montgomery County (MD), Philadelphia (PA), Pittsburgh (PA), and where otherwise prohibited by law, employees may accrue up to a maximum of eighty (80) hours of paid sick leave. Once an employee has reached the maximum cap of sick leave accrual, no further paid sick leave will accrue until the paid sick leave balance falls below the cap.

On their first day of employment, all newly hired employees will be provided with a one-time grant of forty (40) hours of sick leave that will be added to their accrual bank.

In Montgomery County Maryland, an employee's accrual will be capped at one hundred and twelve (112) hours of paid sick leave. In Arizona, Vermont, Washington D.C., Philadelphia (PA), Pittsburgh (PA) and anywhere else required by law, an employee's sick leave accrual will not be capped. However, employees in Arizona, Vermont, Washington D.C., Philadelphia (PA), Pittsburgh (PA) and Montgomery County, Maryland may only use up to a maximum of 80 hours of sick time per year.

Employees in the state of Washington will not have their sick leave accrual capped during the year; however, they will only be allowed to carry forward a maximum of 80 hours of sick time from year to year.

Sick leave may be used only in one (1) hour increments. Sick leave is not interchangeable with vacation and cannot be added to vacation or Company holidays to extend the time off, unless in the case of disability leave or where permitted by law. Accrued, but unused sick leave is not paid out upon termination of employment or at any other time for any reason.

Please note that exempt employees accrue sick time based on the employee's normal work week or a 40- hour work week, whichever is less, unless otherwise required by law.

Permissible uses of sick leave:

Sick leave can be used for the following purposes:

- an employee's own physical or mental illness, injury, medical condition or medical reason;
- an employee's medical and dental appointments, diagnosis or treatment;

- to care for a family member's or equivalent relative's or a designated person's (if the employee has no spouse or domestic partner) illness, injury, medical condition or preventative care, including assisting in obtaining professional diagnosis, home care, or treatment of a medical condition;
- for bone marrow or organ donation; and
- **Oregon employees only:** to care for an infant, a newly adopted child, or a newly placed foster child under the age of 18, or an adopted or foster child over the age of 18 if the child is incapable of self-care because of a mental or physical disability.

In addition to the medical reasons listed above, sick leave may be used:

- when an employee's office or location is closed by order of a public official due to a public health emergency;
- if an employee is providing care or assistance to a child (as defined under "family member" below) whose school or child care provider is closed by order of a public official due to a public health emergency; if the employee's or employee's family member's presences in the community jeopardizes the health of others as determined by a lawful public health authority or by a health care provider;
- for the exclusion of the employee from the workplace under any law or rule that requires the Company to exclude the employee from the workplace for health reasons;
- **Minneapolis and Saint Paul, Minnesota employees only:** if an employee is providing care or assistance to a child (as defined under "family member" below) whose school or child care provider is closed due inclement weather, loss of power/heating/water, or other unexpected closure
- **Oregon, Spokane (WA) and Tacoma (WA) employees only:** to deal with the death of a family member by either attending the funeral or alternative to a funeral of the family member; making arrangements necessitated by the death of the family member; or grieving the death of the family member; or
- for any other permissible purpose under federal, state or local law.

Finally, sick leave may be used if an employee, an employee's family member, or an individual with whom the employee has a dating relationship, is a victim of domestic assault or violence, harassment, sexual violence and / or stalking and needs to take time off related to this situation, which includes time off for:

- medical attention needed to recover from physical or psychological injury or disability caused by the domestic assault or violence, sexual violence, or stalking;
- obtain law enforcement assistance;
- services from a victim services organization;
- psychological or other counseling;

- relocation or take steps to secure an existing home due to the domestic assault or violence, harassment, sexual violence, or stalking;
- legal services, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic assault or violence, sexual violence, or stalking; or
- taking other actions to enhance the physical, psychological, or economic health or safety of the employee or the employee's family member or to enhance the safety of those who associate or work with the employee needed as a result of domestic assault or violence, harassment, sexual violence, or stalking.

A "family member" includes a(n):

- child, regardless of age or dependency (including a biological, foster or adopted child, a stepchild, a legal guardian or ward, a child of a domestic partner or spouse, or a child of a person who acts in the place of a parent regardless of age or dependency status)
- parent (biological, adoptive, foster, step, in-law, a legal guardian, registered domestic partner's parent, custodial or non-custodial parent, or a person who stood in loco parentis when the employee was a minor child)
- spouse (this applies to an employee's legal spouse under the laws of any state and to civil unions)
- domestic or life partner
- grandparent
- grandchild
- sibling (whether related through half blood, whole blood, or adoption, or one who is a step sibling); or
- individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Using sick leave:

If an employee will be out of work due to illness that is reasonably foreseeable or predetermined (e.g. a scheduled medical appointment), the employee must provide his or her manager as much advance notice of the need for sick leave as reasonably possible. If an employee will be out of work due to illness that is unforeseeable, the employee must call in and notify his or her manager as early as practicable. An employee must generally notify his or her immediate supervisor before the start of his or her regular workday for which unscheduled sick leave is required unless prevented by an emergency. In the case of an emergency where advance notice is not possible, notice must be provided to an employee's manager as soon as practicable. For absences of more than one (1) day, an employee must notify his or her manager each day for which the unscheduled sick leave continues.

Should an employee's illness or injury prevent them from coming to work for 4 (or more) consecutive work-days, the employee may be required, where permitted by law, to submit a health care provider's note to Benefits@Riverbed.com that the sick time was necessary (an employee's health care provider is not required and does not have to explain the nature of the employee's illness) or reasonable documentation (such as a police report, court order (including protective orders and injunctions), or signed statement from a victim and witness advocate, attorney, member of the clergy, or a domestic violence counselor) that the sick leave was used for an authorized purpose on the day the employee returns to work. Failure to provide the requested documentation within seven (7) days of returning to work may, where allowed by law, result in discipline up to and including termination of employment.

If an employee is hospitalized or out sick for more than seven (7) calendar days for an injury or illness that is not work-related, the employee should apply for Short Term Disability benefits. An employee may apply sick leave (and vacation) hours to supplement his or her Short Term Disability benefits, but in no event will the employee receive more than 100% of the employee's base pay.

An employee who either is or anticipates being hospitalized or out sick for more than seven (7) calendar days for an injury or illness that is not work-related should also speak with Human Resources as the employee may be eligible for FMLA or another applicable state leave of absence.

Employees must only use sick leave for one of its permissible purposes. Subject to applicable law, abuse of paid sick leave may result in disciplinary action up to and including termination of employment.

Arizona employees: in cases of domestic violence, sexual violence, abuse or stalking, an employee in Arizona may, in lieu of the documentation types listed above, submit a legible written statement affirming that the employee or the employee's family member is a victim of domestic violence, sexual violence, abuse or stalking, and that the leave was taken for one of the approved uses listed above. Please note that the statement need not include an explanation regarding the nature or details of the domestic violence, sexual violence, abuse or stalking.

Oregon employees: The Company will pay any reasonable costs for providing medical verification or certification for Oregon employees.

Massachusetts employees: an employee in Massachusetts who does not have a health care provider may provide a signed written statement evidencing the need for the use of sick leave, without being required to explain the nature of the illness, in lieu of certification by a health care provider.

New York City employees: employees in New York City may be asked to submit an "Employee Verification Regarding Authorized Use" form to verify that an instance of sick leave of any length was used for an authorized purpose under the law.

HOLIDAYS

All full-time employees receive the following paid holidays:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Day before or after Independence Day (as decided by the Company in its sole discretion)
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Day before or after Christmas (as decided by the Company in its sole discretion)

Massachusetts Employees - please see your state-specific policies at the end of this handbook for your applicable holidays and related policies.

Actual holiday closures are subject to change, with advance notice.

To be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed and must work your regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by your manager. For non-exempt employees, any holiday pay received will not be counted as hours worked for the purposes of determining overtime.

Except where prohibited by law, Riverbed may, at its discretion, require employees to work on scheduled holidays. For non-exempt employees, Riverbed will provide pay in lieu of time off, meaning you will get paid your regular hours plus holiday pay.

VOTING

All employees are encouraged to vote before or after normal working hours. However, there may be times when this is not possible. If an employee must vote during working hours, we will provide up to two (2) hours paid time off to enable him/her to vote, but this must be approved in advance by the employee's manager.

Arizona, Colorado, Georgia, Maryland, New York, Ohio, Texas, Virginia and Washington employees - please also refer to the additional state-specific voting policies at the end of this handbook.

BEREAVEMENT LEAVE

Bereavement leave is a paid leave of absence which is considered for regular full-time employees in the event of a death in the Immediate Family Member. Bereavement leaves may be approved for a maximum of three (3) business days if the Immediate Family Member resides within five hundred (500) miles or less from the employee's home, and five (5) business days if the Immediate Family Member resides more than five hundred (500) miles from the employee's home.

To request a Bereavement Leave, an employee should submit the request via the Oracle Self Service tool. Accrued vacation time can be used to supplement leaves that exceed three business days (or five days if an employee must travel more than 500 miles).

“Immediate Family Member” is defined as the employee’s: parent or step-parent, child or step-child, spouse, Registered Domestic Partner, registered domestic partner’s child, sister/brother, step- sister/brother, grandparent, grandchild, step-grandchild, son/daughter-in-law, sister/brother-in-law, mother/father-in-law.

JURY DUTY

The Company encourages employees to serve on jury selection or jury duty when called. Regular full- time employees will receive full pay while serving on a jury for up to a maximum of two (2) weeks except as otherwise required by applicable state law. After two weeks, regular full-time employees may elect to use vacation, or take time without pay. Jury duty lasting longer than two weeks should be logged in with Riverbed’s Leave of Absence Administrator.

You should notify your manager of the need for time off for jury duty as soon as a notice or summons from the court is received. You should provide written verification from the court clerk of your jury service. If work time remains after any day of jury selection or jury duty you will be expected to return to work for the remainder of your work schedule. However, if you have served eight (8) hours or more of jury duty in any one day, the Company will not require you to work more on such days. You may retain any mileage allowance, fee, etc., paid by the court for jury services.

Maryland and Virginia employees - please also refer to the additional state-specific voting policies at the end of this handbook.

MILITARY SERVICE

A military leave of absence is granted to employees who are absent from work because of service in the Uniformed Services in accordance with the Uniformed Services Employment and Reemployment Rights Act (“USERRA”). This leave should be logged in with Riverbed’s Leave of Absence Administrator.

Regular full-time employees will receive salary and benefits for two (2) week training assignments and shorter absences. Employees will be paid the difference between their regular Riverbed pay and the pay (excluding expense pay) received while on military duty upon satisfactory verification of military pay. Military leave in excess of two (2) weeks will only be paid for the first two (2) weeks as stated above and any leave in excess of two (2) weeks will be unpaid. However, employees may use any accrued vacation time for the absence.

Subject to the terms, conditions and limitations of the applicable health plans, health benefits will be provided by Riverbed through the end of the month in which the approved military leave begins. Thereafter, you and your eligible dependents may continue health coverage under USERRA.

Employees on military leave for 30 calendar days or less are required to return to work for the first regular work day after the end of service, allowing for reasonable travel time. Employees on military leave longer than 30 days are required to apply for reinstatement in accordance with USERRA and any applicable state laws. Riverbed will reinstate the employee in accordance with USERRA and/or any applicable state laws.

Arizona, California, Colorado, Connecticut, Florida, Georgia, Illinois, Maryland, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Virginia and Washington employees - please also refer to the additional state-specific military leave policies at the end of this handbook.

PAID PARENTAL LEAVE PROGRAM

Riverbed Technology recognizes that supporting employees as they balance career, family life and the arrival of a new child is very important to employees and their families. The Riverbed Paid Parental Leave Program is designed to provide supplemental support to our employees who have become new parents.

All regular full-time and part-time employees regularly scheduled to work at least 20 hours per week and who have been employed by the Company at least six (6) full months are eligible to receive four (4) weeks of paid time off within the first six (6) months after the birth or adoption of the employee's child or placement of a foster child with the employee.

Time off will be paid at the employee's base salary while on this leave. The leave can be taken in 5 business day (1 week) increments. This leave runs concurrently with any federal, state, or local law for parental leave.

Employees wishing to take advantage of the program must inform their manager prior to making their leave request to Riverbed's Leave Administrator/Human Resources Department. The request to the Leave Administrator/Human Resources Department must be made at least two weeks in advance of the first day of leave. Employees will be responsible for informing the Leave Administrator/Human Resources Department of adjustments to the leave period prior to the anticipated first day of leave, as needed.

UNPAID TIME OFF

Riverbed recognizes that employees may occasionally need time away from work to fulfill certain civic obligations, because of employee's medical condition, to provide family care, or due to compelling personal reasons. Therefore, in addition to the leaves already listed, the Company may grant other leaves of absence to employees in certain circumstances as required by applicable federal, state, or local laws. In addition to local and state specific policies, Riverbed provides all employees with:

- Family Care and Medical Leave
- Personal Leave

Please refer to the state-specific policies at the end of this handbook for additional unpaid leaves that may apply. If your state is not listed, please speak with Human Resources for specific information regarding your state and local leave policies.

As with paid time off, regular full-time employees are entitled to all of these time-off allowances. For information regarding eligibility for part-time employees, please refer to the specific policies below.

It is important that employees request any leave in writing as far in advance as possible, keep in touch with their supervisor or the Human Resources Department during the leave, and give prompt notice if there is any change in the employee's return date. **If an employee's leave expires and the employee has not returned to work, the Company will assume that the employee does not plan to return and that the employee voluntarily terminated his or her employment.**

The Company will continue to pay the Company's premiums for health insurance coverage for an employee on an approved leaves of absence provided the employee continues to timely pay their employee share of the required health insurance premium. Human Resources can give additional information on this subject.

Family Care and Medical Leave

If employees work at a facility with fifty (50) or more employees within a seventy-five (75) mile radius; have more than twelve (12) months of service; and have worked at least 1,250 hours during the previous twelve (12) months' period before the date the leave is to begin, then employees are eligible under the Family and Medical Leave Act ("FMLA"), and for California employees only under the California Family Rights Act ("CFRA"), to take up to twelve (12) workweeks of unpaid family care and medical leave of absence within a rolling twelve (12) months' period.

"Family care leave" may be requested for the birth or adoption of the employee's child, the placement of a foster child with the employee, the serious health condition of the employee's child, spouse, including a same-sex spouse in states that recognize same-sex marriage, Registered Domestic Partner (CFRA only), or parent. Family care leave also applies to a "qualifying exigency" arising out of the fact that the employee's spouse, son, daughter or parent is on active duty or called to active duty in the Armed Forces. A "medical leave" may be requested for the employee's own non-work-related serious medical condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment by a health care provider. "Child," for the purposes of this section, includes a biological, foster, adopted, stepchild, legal ward, or child of a person who stands *in loco parentis* by assuming certain obligations.

Time off from work because of the employee's disability due to pregnancy, childbirth or related medical condition is not counted as time used for CFRA leave, but is counted as time used for FMLA leave. Pregnant employees may have the right to take a pregnancy disability leave in addition to family or medical leave; such employees should contact their manager and Human Resources regarding their individual situation.

If the event necessitating leave is based on the expected birth, placement for adoption or foster care, or the employee or a family member's planned medical treatment for a serious health condition, employees must provide at least thirty (30) days' advance notice before leave is to begin. Employees must consult with the Company regarding the scheduling of any planned medical treatment so as to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of the employee's health care provider or of the health care provider of the employee's child, parent, spouse, or Registered Domestic Partner (CFRA only). If thirty (30) days' notice is not practicable, notice must be given as soon as practicable.

Up to twenty-six (26) weeks of unpaid "serviceperson care leave" may be requested by an employee who is the spouse, son, daughter, parent, or next of kin of a member of the Armed Forces, including a member of the National Guard or Reserves to provide care for the "serious injury or illness" of such Armed Forces member. The term "serious injury or illness" is defined as an injury or illness incurred or aggravated while on active duty that (1) may render the member medically unfit to perform the duties of the member's office, grade, rank or rating, or (2) requires medical treatment, recuperation, or therapy within five (5) years of discharge. An eligible employee is entitled to twenty-six (26) workweeks of leave, which includes any leave taken for family care or medical leave during that period, to care for a covered service member with a serious injury or illness during a single twelve (12) month period.

Any request for family care or medical leave must be supported by a health care provider's written certificate of serious health condition. In the case of unforeseeable leaves, failure to provide the required medical certification within fifteen (15) days of being requested to do so may result in a denial of the continued leave. Any request for an extension of the leave must also be supported by medical certification. Human Resources will supply a form for the employee's doctor to complete, showing the date the employee was disabled and the estimated date on which the employee will be able to return to work. When returning from a medical disability leave, employees must present a doctor's certificate showing fitness to return to work. Failure to return within three (3) days of the return to work date indicated by the employee's doctor will be deemed a voluntary resignation.

In cases where both parents are employed by the company and the leave requested is for the birth, adoption or foster care of a child, the company will not grant more than twelve (12) workweeks total of family leave (or twenty-six (26) weeks in the case of serviceperson care leave).

If an employee is granted a family care or medical leave, the Company will pay for the employee's participation in the Company's group health plans to the same extent and under the same terms and conditions as would apply had the employee not taken leave. Employees may use any accrued vacation or accrued sick time as a part of their family care or medical leave before taking the remainder of the leave as an unpaid leave, but is not required to do so. California employees may be eligible for income replacement benefits under California State Family Temporary Disability Insurance (also known as Paid Family Leave or PFL) benefits for the period of the employee's Family Care Leave as provided by law (please see the FTDI/PFL section in the California employee addendum). In addition, where leave is taken for the employee's own serious health condition, the employee may also be eligible for state disability insurance for the unpaid portion of the leave, as well as STD and/or LTD benefits.

Family care and medical leave begins on the first day leave is taken. Provided that all conditions of this policy are met, the employee may take a maximum of twelve (12) weeks of family care or medical leave in a rolling twelve (12) months' period.

Failure to return from leave for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond the employee's control, the Company can recover any health premiums paid by the Company on the employee's behalf during any unpaid periods of leave.

Under most circumstances, upon return from family care or medical leave, the employee will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, employees have no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee had been laid off if he or she not gone on leave, or if his or her job had been eliminated during the leave and there was no equivalent or comparable job available, then the employee would not be entitled to reinstatement. The use of family care or medical leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using family care or medical leave.

While on family care or medical leave employees will not continue to accrue vacation and/or sick leave. Employees may take family care or medical leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for the employee's serious health condition or that of the employee's child, parent, spouse or Registered Domestic Partner and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition.

For California employees, CFRA leave taken for the birth, adoption or foster care placement of a child does not have to be taken in one continuous period of time if it is in minimum amounts of two (2) weeks. However, the Company will grant a request for a CFRA leave (for birth/placement of a child) of less than two (2) weeks' duration on any two (2) occasions. Any leave taken must be concluded within one (1) year of the birth, adoption, or placement of the child with the employee.

Reinstatement after family care or medical leave may be denied to certain salaried "key" employees:

- who are among the highest paid ten (10) percent of salaried employees who are employed within seventy-five (75) miles of the worksite at which the employee is employed at the time of leave request; and
- when the refusal to reinstate is necessary because the employee's reinstatement will cause substantial and grievous economic injury to the company's operations; and
- when the employee is notified of the Company's intent to refuse reinstatement at the time the Company determines the refusal is necessary; and
- in any case in which leave has already begun, the Company will give the employee a reasonable opportunity to return to work following the notice described above.

PERSONAL LEAVE

Personal leaves of absence may be granted at the discretion of Riverbed for medical or non-medical reasons as outlined below. The written approval of the Human Resources Department for all leaves of absences is mandatory.

Unless otherwise required by law, no employee benefits (e.g. sick time and vacation) are accrued while on a personal leave of absence.

Non-Medical Personal Leave

All regular employees scheduled to work at least thirty (30) hours per week for at least five (5) months of continuous service may request a non-medical personal leave of absence without pay. Eligible employees may request a personal leave of absence of up to a maximum of ninety (90) days. However, a personal leave of absence may not be taken more than one (1) time in any twelve (12) month period. Eligible employees are also required to use any accrued vacation as part of their personal leave before taking the remainder of the leave as an unpaid leave. Requests for leave must be submitted in writing to Human Resources a minimum of two (2) weeks prior to an employee's desired leave start date. This leave may be granted at the discretion of Riverbed. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks.

Except for health insurance benefits, eligible employees are not entitled to any continuation of employer contributions towards any employee benefit plan. An eligible employee, however, may elect to continue participating in such benefit plans, at the employee's own expense, to the extent permitted by the plans.

The Company will continue to pay the Company's premiums for the eligible employee's health insurance coverage for up to ninety (90) days provided the employee is on an approved personal leave of absence and the employee continues to timely pay their employee share of the required health insurance premium. After ninety (90) days or if an employee fails to pay his or her portion of the benefits for more than thirty (30) days, the employee and his or her beneficiaries' coverage(s) will be terminated, and the employee will be offered COBRA to continue benefits, excluding life and disability insurance, if any.

There is no guarantee of reinstatement following a personal leave of absence.

Medical Personal Leave

All employees may request a non-work-related medical personal leave of absence without pay for all medical absences not covered by (1) the Family and Medical Leave Act or any state equivalent statute; (2) any pregnancy disability leave policy in this handbook; (3) any other federal, state or local medical leave law; or (4) any medical or medical related leave policy in this handbook ("Medical Personal Leave").

A Medical Personal Leave may be granted for non-work-related temporary medical disabilities with a doctor's written certificate of disability that states the date the employee was or will be disabled and the estimated date the employee will be able to return to work. If approved, the Medical Personal Leave will begin on the first day the employee's doctor certifies that the employee is unable to work. Human Resources may supply a form for the employee's doctor to complete. Failure to return to work on the doctor's return date will be deemed a voluntary resignation. The employee may also be required to present a doctor's certificate showing fitness to return to work before returning from a Medical Personal Leave. The Company reserves the right, at its expense, to have an employee examined by another physician prior to his or her return to work.

Requests for Medical Personal Leave should be made in writing as far in advance as possible. If an employee is granted a Medical Personal Leave, the employee will be required to use his or her accrued sick leave as well as any accrued, but unused vacation leave, if any, before being able to take the remainder of the leave as unpaid.

Unless otherwise required by law, the Company will continue to pay its portion of the cost of an employee's benefits, including any health, dental, life and disability insurance benefits the employee is currently receiving, while the employee is on a Medical Personal Leave for up to ninety (90) days. However, the employee must continue to timely pay their portion of their benefits. After ninety (90) days or if an employee fails to pay his or her portion of the benefits for more than thirty (30) days, the employee and his or her beneficiaries' coverage(s) will be terminated, and the employee will be offered COBRA to continue benefits, excluding life and disability insurance, if any.

Occupational Medical Leave

Any employee with a work related illness, injury or disability will be granted an occupational medical leave ("Occupational Medical Leave"). As an alternative to an Occupational Medical Leave, the Company will try to reasonably accommodate an employee with modified work, if possible. A written physician's release is required before an employee can return to work from an Occupational Medical Leave. The Company also reserves the right to have an employee examined by another physician prior to his or her return to work.

An employee returning from an Occupational Medical Leave will be offered the same position held at the time of leaving, unless the job no longer exists, or the job has been filled in order to avoid undermining the Company's ability to operate safely and efficiently, or an employee is not capable of performing the job responsibilities. If an employee's former position is not available, a substantially similar position will be offered unless there is no substantially similar position available, or the employee's filling the available position would substantially undermine the Company's ability to operate safely and efficiently, or the employee is not capable of performing the job responsibilities.

Unless otherwise required by law, the Company will continue to pay its portion of the cost of an employee's benefits, including any health, dental, life and disability insurance benefits the employee is currently receiving, while the employee is on an Occupational Medical Leave for up to ninety (90) days. However, the employee must continue to timely pay their portion of their benefits. After ninety (90) days or if an employee fails to pay his or her portion of the benefits for more than thirty (30) days, the employee and his or her beneficiaries' coverage(s) will be terminated, and the employee will be offered COBRA to continue benefits, excluding life and disability insurance, if any.

RESTRICTED STOCK PURCHASES AND STOCK OPTIONS WHILE ON LEAVE

The vesting of restricted stock purchases and stock options continues in effect during a bona fide leave of absence as long as the leave was approved by the Company in writing. However, your restricted stock units will be forfeited if you do not return to active work within the time permitted by applicable law or the terms of the approved leave.

For further details, please contact the Company's General Counsel.

SAFETY AND SECURITY

Every employee is responsible for his or her own safety as well as the safety of others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times and in compliance with federal and state laws to promote the concept of a safe workplace.

WORKPLACE VIOLENCE POLICY

The purpose of our Workplace Violence Policy is to ensure a safe work environment for all employees. Employees are encouraged to take advantage of Riverbed benefits such as Employee Assistance Program for confidential counseling and referral. Riverbed recognizes that workplace violence incidents may nevertheless occur. More specifically, this Workplace Violence Policy provides for the investigation and corrective action when such threats or acts of violence occur in the workplace. This policy should be read in conjunction with other policies on misconduct, discipline and harassment. The law prohibits all acts of workplace violence.

All individuals employed at Riverbed have a role to play in carrying out this policy. Any individual, whether or not a Riverbed employee, who witnesses threats or acts of violence in the workplace, is expected to report the incident promptly to Human Resources and to his or her management. Employees will cooperate with Human Resources in its investigation of the matter. Management working with Human Resources is responsible for implementing the necessary and appropriate corrective actions. Specifically, employees must:

- Report all threats of violence, whether direct or indirect, as soon as possible to your manager, or if he or she cannot be reached, any other person in the chain of command.
- Report all suspicious individuals or activities to your manager or to any other person in the chain of command as soon as possible.
- Not knowingly put yourself in harm's way.
- Secure your personal property at the end of the day or when called away from your work site. Do not leave valuable articles in or around your work site that may be accessible.
- Call 911 immediately and seek safety if you hear a violent commotion near your workstation; do not try to see what is happening.
- Cooperate fully with security, law enforcement and medical personnel that respond to a call for help.
- Let the company respond to all inquiries from the media about violence on its premises so that we can speak with one voice.
- Provide first aid to injured persons if you are qualified.

Workplace violence is defined as any express or implied verbal or physical threat of harm, or actual harm, directed at individuals or property at any Riverbed facility or business location. The particular circumstances will determine whether a statement or conduct which may otherwise be isolated, ambiguous or conditional, constitutes behavior covered by this policy, since such statements or conduct may have the same intended or unintended effect. Examples of workplace violence threats or conduct include, but are not limited, to the following:

- Any statement or suggestion of a desire to see injury or violence inflicted on another employee.
- Any statement or conduct which indicates an intent or plan to cause injury to another or damage to property.
- Any intentional action causing injury to another person or damage to property.
- A course of conduct or speech which, reasonably viewed, creates an environment where others feel threatened by potential violence. This could include belligerent or harassing behavior, excessive arguing, epithets, intimidation, or the presence of weapons in the workforce.

The mention or use of firearms or other weapons is not a necessary predicate for coverage under this policy. However, if a firearm is brought onto Riverbed premises, that in itself, unless otherwise prohibited by law, will constitute an incident of workplace violence. Incidents of workplace violence may be considered gross misconduct. Any employee engaged in an act of workplace violence may be disciplined, up to and including immediate termination of employment.

EMPLOYER PROPERTY

Cubicles, desks, company vehicles and other property are Riverbed property and must be kept clean and are to be used only for work related purposes. Riverbed reserves the right to inspect all company property to ensure compliance with its rules and regulations, without notice to the employee and/or in the employee's absence. For that reason, you should not bring any items to work that you would not want Riverbed to see.

Because computers are to be used for company business and they remain the property of Riverbed, the Company may keep a record of all passwords/codes used and may be able to override any such password system.

Prior authorization must be obtained from the SVP of Human Resources or CFO before any Riverbed property may be removed from the premises, with the exception of equipment needed to perform work while in a remote Riverbed office or from home.

Terminated employees should remove any personal items at the time they leave the Company. Personal items left in the work site by former employees are subject to disposal if not claimed at the time of the employee's termination.

EMPLOYEE PROPERTY

For security reasons, employees should not leave personal belongings of value in their work site. Please do not bring any personal property to work that employees consider confidential.

SMOKING

Smoking, including vaporizers and e-cigarettes, is only permitted outside the building in designated areas, provided that smokers appropriately dispose of any residue. The Company will not take any adverse employment action against an employee who legally smokes tobacco while not at work.

Arizona, District of Columbia, Georgia, Illinois, New Jersey, Ohio and Oregon employees - please also refer to the additional state-specific smoking policies at the end of this handbook.

ADDITIONAL COMPANY POLICIES

COMMUNICATIONS POLICY

It is our obligation to our stockholders and all employees at Riverbed to appropriately manage all outbound communications in accordance with applicable regulatory guidelines and sound business practices. This Communications Policy addresses company-wide rules of engagement with the press, market analysts, and financial analysts worldwide.

IT Trade Press and Market Analysts

Riverbed approved individuals are the SOLE spokespersons and/or coordinators for IT trade press and market analysts within the company. If you are contacted by a member of the IT trade press or a market analyst at any time, either via phone, email or at a trade show, you are to immediately pass the contact over to one of the designated individuals above, or to take their contact information and send that information to Riverbed's Chief Marketing Officer who will then route the contact to the appropriate spokesperson inside the company.

Business Press and Financial Analysts

Business Press, Financial Analysts and Investors are a unique category that we must manage appropriately. Any unauthorized release of company data related to future developments, projections, sales or financial results to business press, financial analysts or investors could cause serious harm to the company. Any employee not authorized to provide information to business press, financial analysts or investors would, in doing so, be in serious breach of company policy. If you are contacted by business press or financial analysts, you are instructed to say only two words: "NO COMMENT", and contact the CFO, CEO or Chief Marketing Officer.

Questions regarding this Communications Policy may be directed to the Chief Marketing Officer. Please note that nothing in this policy is intended to infringe upon any employee's rights under Section Seven of the NLRA to discuss their own compensation, hours, or other terms and conditions of employment or other concerted activities with other non-supervisor employees.

US FOREIGN CORRUPT PRACTICES ACT POLICY

Riverbed's Foreign Corrupt Practices Act policy is available on the Company's intranet or you may ask Human Resources for a copy. All employees are obligated to review and comply with Riverbed's Foreign Corrupt Practices Act policy.

INSIDER TRADING POLICY

Riverbed's Insider Trading policy is available on the Company's [intranet](#) or you may ask Human Resources for a copy. All employees are obligated to review and comply with Riverbed's Insider Trading policy.

WHISTLEBLOWER POLICY

Riverbed's Whistleblower policy is available on the Company's [intranet](#) or you may ask Human Resources for a copy. Information on how you may register a complaint, including confidential and anonymous complaints, is contained in the policy. All employees are obligated to review Riverbed's Whistleblower policy.

STATE-SPECIFIC POLICIES

ARIZONA

MILITARY LEAVE

The Company will grant the same military leave, including pay, benefits and rights to reinstatement, provided under USERRA, and outlined in the Military Service section of the Handbook, to employees to fulfill their duties as members of the Arizona National Guard, including active duty, military training, and attending camps, formations, drills, or maneuvers. The Company will not dissuade employees from enlisting in state or national military forces by threatening economic reprisal.

Except as provided for in the Company's Military Service policy in the Handbook, the Company will not continue salary or benefits while employees are on a military leave, and time spent on military leave shall not be credited for purposes of computing vacation entitlements. Upon return from military leave, employees will be reinstated to their former jobs without any loss of seniority.

CRIME VICTIM LEAVE

The Company will provide unpaid leave to employees who are crime victims to be present at court proceedings related to the crime for which they are victims, or to seek or obtain protection orders or injunctions against harassment or any other similar relief to ensure their safety or the safety of their children. The Company reserves the right to limit the amount of leave taken by an employee if such leave would create undue hardship for the Company.

VOTING LEAVE

On the day of an election, if there are less than three (3) hours outside of an employee's shift while the polls are open, such employee may take off up to a maximum of three (3) hours, with two (2) hours being paid time off and one (1) hour of unpaid time off, while the polls are open to vote. The Company may specify the hours during which the employee may be absent.

SMOKING POLICY

In addition to prohibiting smoking in all enclosed work areas, the Company prohibits smoking in outdoor areas that are less than 20 feet from entrances, windows and ventilation systems in buildings where smoking is prohibited.

WAGE ASSIGNMENTS (GARNISHMENTS)

Except with respect to child support garnishments, the Company may deduct an administrative fee of \$5.00 each time a payment is made for a garnishment order. If there are insufficient nonexempt wages to collect the fee, the amount remains owed when the

garnishment is satisfied and will be charged to the creditor, not the employee. With respect to child support garnishments, the Company may deduct an administrative fee of \$1.00 per pay period or \$4.00 per month, whichever is larger. If the employee is in arrears, the Company may collect an additional \$3.00 per pay period.

CALIFORNIA

SEXUAL HARASSMENT

The California Fair Employment and Housing Act ("FEHA") (Calif. Govt. Code sections 12940 et seq.) prohibits unlawful sexual harassment, as well as other forms of discrimination and harassment based on race, religion, religious creed, color, sex, national origin, ancestry, age, sexual orientation, gender identity or expression, physical or mental disability, marital status, medical condition or denial of family and medical care leave, genetic information or characteristics, pregnancy or childbirth, veteran or military status. Employees may file complaints about sexual harassment or other illegal employment discrimination with the California Department of Fair Employment and Housing ("DFEH"), www.dfeh.ca.gov. Remedies can include damages, hiring or reinstatement, back pay or promotion, among others. The DFEH is authorized to accept and investigate complaints of employment discrimination, and to mediate settlements. The FEHA prohibits retaliation against employees because they have filed a good faith complaint with the DFEH, participated in an investigation, proceeding, or hearing or opposed any practice made unlawful by the FEHA.

MEAL AND REST BREAKS

All non-exempt employees working five (5) or more hours in a day are provided with an uninterrupted, unpaid lunch break of at least thirty (30) minutes to be taken no later than the end of the fifth hour of work. Additionally, all non-exempt employees working ten (10) or more hours in a day are also provided with a second uninterrupted, unpaid lunch break of at least thirty (30) minutes to be taken no later than the end of the tenth hour of work. Although, in accordance with the Company's general lunch break policy in the handbook, non-exempt employees may take up to one (1) hour for their lunch breaks.

Except in the limited circumstances, meal periods are required and cannot be waived. When an employee works six (6) hours or less in a day, the Company and the employee may mutually agree to waive the meal period. Additionally, the Company and the employee may also mutually agree to waive the employee's second meal period only if: (1) the employee will be working twelve (12) hours or less for the day; and (2) the employee has not waived his or her first meal period. If you wish to waive your meal period in any of the above circumstances, you must first sign a written waiver agreement. Please speak with your manager or Human Resources if you wish to waive any of your meal periods.

Employees working ten (10) or more hours in a day are provided with a second uninterrupted, unpaid lunch break of at least thirty (30) minutes to be taken no later than the end of the employee's tenth hour of work. Employees working fifteen (15) or more hours in a day are provided with a third uninterrupted, unpaid lunch break of at least thirty (30) minutes to be taken no later than the end of the employee's fifteenth hour of work.

Non-exempt employees also are authorized and permitted to take a paid ten (10) minute rest period for every four (4) hours of work (or major fraction thereof).

OVERTIME

All hours worked in excess of eight (8) hours in a workday, or the first eight (8) hours worked on the seventh (7th) consecutive day in a workweek will also be treated as overtime and will be compensated at one and one-half times the employee's regular rate of pay. Moreover, hours worked in excess of twelve

(12) hours in a workday and in excess of eight (8) hours on the seventh (7th) consecutive workday will be treated as double overtime and paid at double the employee's regular rate of pay.

ILLNESS AND INJURY PREVENTION PROGRAM

The Company is committed to a safe and healthy workplace. In compliance with California law, the Company has implemented for California employees various safety policies, including emergency procedures and guidelines for reporting workplace injuries. These policies can be accessed on the Company [intranet](#) portal at any time under the Human Resources section. All California employees are required to read these policies and procedures as a condition of employment. Any unsafe or unhealthy conditions should be reported to the Corporate Manager of Safety and Security immediately.

INSURANCE BENEFITS

Disability Insurance

Riverbed offers a Voluntary Disability Insurance Plan ("VDI") for eligible employees as a replacement for the State of California's disability that is offered pursuant to the California Unemployment Insurance Code ("CA SDI"). VDI provides short-term disability benefits of 60% of your base salary, up to a maximum benefit of \$3,462 per week. The benefits start on the 8th day of disability. You do not need to complete an enrollment form, as all eligible employees will be automatically enrolled in the short-term disability plan. The maximum benefit period is 52 weeks. Employees that reject or withdraw from Riverbed's VDI plan will be covered by CA SDI. For more information on Riverbed's VDI plan, please contact Human Resources.

Family Temporary Disability Insurance (A.K.A. Paid Family Leave)

Riverbed's VDI program is also offered for eligible employees as a replacement for Family Temporary Disability Insurance. The VDI program has the same eligibility requirements and provides the same benefits for eligible employees as Family Temporary Disability Insurance.

Employees in California that reject or withdraw from Riverbed's VDI plan in California will be covered by and contribute to the State of California's Family Temporary Disability Insurance, also known as Paid Family Leave ("PFL"), pursuant to the California Unemployment Insurance Code. Contributions are made through a payroll deduction. PFL benefits are payable on any day on which an employee is unable to perform his or her job because the employee is caring for: (1) a new child during the first year after the child's birth or placement with employee; or (2) a seriously ill child, parent, spouse, Registered Domestic Partner as defined under California law, grandparent, grandchild, sibling, or parent-in-law in accordance with the legal requirements. These paid benefits run concurrently with leave under the Family and Medical Leave Act ("FMLA") or the California Family Rights Act ("CFRA"), if applicable.

Employees may not be entitled to such benefits if they are currently receiving unemployment benefits, disability benefits (such as SDI), workers' compensation benefits or if another family member is ready, willing, able and available for the same period of time in a day that the employee is providing the required care.

Employees must apply for PFL benefits with the California Employment Development Department in order to receive such benefits. There is a seven (7) day waiting period for such benefits. Employees are required to take up to two (2) weeks' vacation prior to receipt of these benefits.

Paid Family Leave (San Francisco Employees Only)

All employees in San Francisco who take time off to bond with a new child may be eligible for supplemental paid family leave compensation under the San Francisco Paid Parental Leave Ordinance ("PPLO") in addition to their PFL benefits. To be covered by the PPLO, an employee must meet the following requirements:

- Be taking time off to bond with a new child;
- Eligible to receive PFL compensation under the State of California's Family Temporary Disability Insurance;
- Employed with the Company for at least six (6) months before the start of the employee's leave;
- Work a minimum of eight (8) hours per week in the city of San Francisco; and
- Work at least forty percent (40%) of their total hours in the city of San Francisco.

All covered employees are eligible to receive supplemental compensation equal to the difference between the employee's California PFL benefit and the employee's normal gross weekly wages such that the employee will be eligible to receive up to 100% of their normal gross weekly wages, subject to a weekly maximum benefit amount, for up to six (6) weeks. However, employees who voluntarily separate from employment with the Company within 90 days of the end of their leave period will be required to reimburse the Company for the full amount of the supplemental compensation they received.

Employees who need clarification or have questions regarding this policy should contact Human Resources.

UNEMPLOYMENT COMPENSATION

The Company contributes thousands of dollars each year to the California Unemployment Insurance Fund on behalf of its employees. Therefore, employees in California may be eligible for unemployment insurance if their employment the Company comes to an end for a qualifying reason.

PAID TIME OFF

Vacation

Employees with three (3) years or less of service may accrue up to a maximum of 180 hours of vacation. Beginning with their 4th year of employment (which begins in the first full pay period after the employee's 3rd year anniversary), employees may accrue up to a maximum of 240 hours of vacation ("Vacation Cap"). Once the Vacation Cap is reached, no further vacation will accrue until some vacation is used.

Years of Service	Accrual Per Pay Period	Vacation Accrual Cap
3 years or less	5 hours	180 hours
4 years or more	6.67 hours	240 hours

Please note that the above paragraph is only intended to replace the "Vacation Cap" section and accompanying chart in Riverbed's Vacation Policy for Riverbed's California employees. All other provisions of Riverbed's Vacation Policy provided for in this handbook (including amount of accrual) remain in full force and effect for Riverbed's California employees.

Organ and Bone Marrow Donation Leave

The Company recognizes the potential imperative of organ and bone marrow donation. In the event employees are called for the privilege of donation, it will require their attention and time away from work. In support of this, we provide up to five (5) days paid leave for bone marrow donation and up to thirty

(30) days paid leave for organ donation every year. Employees must schedule the leave in advance.

The Company may require employees to take up to five (5) days accrued vacation for bone marrow donation leave, and up to two (2) weeks of accrued vacation for organ donation leave. The Organ Donation / Bone Marrow Donation leave will not count toward an employee's FMLA leave or CFRA leave, if applicable. If an employee needs an exception to this policy, or more time away from work, the employee should discuss the matter with his or her supervisor or Human Resources.

UNPAID TIME OFF

Pregnancy Disability Leave

If an employee is disabled by pregnancy, childbirth or related medical conditions, she is eligible to take an unpaid pregnancy disability leave (“PDL”) for up to seventeen and one third (17 1/3) workweeks. If an employee is affected by pregnancy or a related medical condition, she is also eligible to transfer to a less strenuous or hazardous position for which she is qualified or to less strenuous or hazardous duties, if this transfer is medically advisable.

- PDL is for any period(s) of actual disability caused by the employee's pregnancy, childbirth or related medical conditions up to seventeen and one third (17 1/3) workweeks per pregnancy.
- PDL does not need to be taken in one continuous period of time but can be taken on an as- needed medical basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth all would be covered by an employee's PDL.
- Employees must provide notice sufficient to the Company that they need to take a pregnancy disability leave and/or transfer. The notice should include the anticipated timing and duration of the leave or transfer. If the need for the leave or transfer is foreseeable because of the pregnancy, the employee must provide at least thirty (30) days' advance notice before the PDL or transfer is to begin. Employees must consult with Human Resources regarding the scheduling of any planned medical treatment or supervision so as to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of the employee's health care provider. If thirty (30) days' advance notice is not possible, notice must be given as soon as practicable.
- If requested by the employee and recommended by her physician, the employee's work assignment may be changed as required to protect the health and safety of the employee and her child. Requests for transfers of job duties will be reasonably accommodated. Temporary transfers due to health considerations will be granted where possible. However, employees will receive the pay that accompanies the job, as is the case with any other temporary transfer due to temporary health reasons.
- Employees are required to obtain a certification from their health care provider of their pregnancy disability or the medical advisability of a transfer. The certification should include:
 - The date on which they became disabled due to the pregnancy or the date of the medical advisability for the transfer;
 - The probable duration of the period(s) of disability or the period(s) for the advisability of the transfer; and

- A statement that, due to the disability, the employee is unable to work at all or unable to perform any one or more of the essential functions of the employee's position without undue risk to the employee or the successful completion of her pregnancy or a statement that, due to the pregnancy, a transfer is medically advisable.
- At the employee's option, she can use any accrued vacation as a part of her PDL. The employees must, however, apply any accrued sick leave to her PDL. The employee also may be eligible for VDI or state disability insurance (if an employee has rejected or withdrawn from Riverbed's VDI plan) for the unpaid portion of the leave, as well as STD and/or LTD benefits.
- Vacation/sick benefits do not accrue while on PDL.
- **As with all returning disabled employees, leave returns will be allowed only when the employee's physician sends a release that the employee is able to resume employment with or without accommodation.**
- Under most circumstances, upon submission of a medical certification that the employee is able to return to work from a pregnancy disability leave, she will be reinstated to the same position held at the time the leave began or to a comparable position, if excused. Employees have no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee would have been laid off had she not gone on leave, then she would not be entitled to reinstatement.
- This is a disability leave only. Employees are under an obligation to notify the Company immediately when they are no longer disabled although they may be eligible for FMLA/CFRA leave. Failure to do so within three (3) days of no longer being disabled will be deemed a voluntary termination.

Child's Suspension

If it becomes necessary for an employee who is the parent or guardian of a child to attend the child's school to discuss possible suspension, the employee should alert his or her supervisor as soon as possible so that alternative arrangements may be made. Accrued vacation may be used for this purpose.

School or Childcare Activities

An employee who is a parent or guardian of a child in kindergarten through grade 12, or one who is attending a licensed childcare facility may request time off to find, enroll or reenroll a child with a licensed childcare provider or to participate in activities of the school or licensed childcare facility. As much advance notice as possible is requested and the employee must use accrued vacation for this purpose. A maximum of forty (40) hours per calendar year may be requested for this purpose. If both parents of a child are employed by the Company at the same worksite, only the employee who first gives notice to the Company of the planned absence is entitled to take time off under this provision. The other parent may only take a planned absence simultaneously to visit the school or day care of their child if he or she obtains approval for the time off. If so requested by the Company, the employee shall provide documentation from the school or day care facility

as proof of participation in activities of the school or day care facility. Eligible employees must utilize their accrued vacation for such leave; however, if no accrued vacation is available for the employee to use, the employee may take the time off as unpaid.

Military Spousal Leave

An employee who averages over twenty (20) hours of work per week may request up to ten (10) unpaid days off to spend time with a spouse on leave from deployment during a period of military conflict, as required by applicable law. An employee seeking such leave must provide Human Resources with notice of the intention to take leave within two (2) business days of receiving official notice that the military spouse will be on leave from deployment during the requested time off. Accrued vacation may be used for this purpose.

Volunteer Firefighter, Reserve Peace Officer And Emergency Rescue Personnel Leave

No employee shall receive discipline for taking time off to perform emergency duty as a volunteer firefighter, reserve peace officer or emergency rescue personnel. If employees are participating as a volunteer firefighter, reserve peace officer and emergency rescue personnel, they must alert their supervisor so that he or she may be aware of the fact that the employee may have to take unpaid time off. Employees may take up to fourteen (14) unpaid days off per calendar year to participate in a fire or law enforcement training. Accrued vacation may be used for this purpose.

Civil Air Patrol Leave

Any employee who is a volunteer member of the California Wing of the Civil Air Patrol and is directed to respond to an emergency operational mission (with some exceptions), is entitled to not less than 10 days of unpaid leave per year, beyond any leave benefits otherwise available, provided the employee has worked for the Company for at least ninety (90) days immediately preceding commencement of the leave. The employee must provide the Company as much notice as possible prior to taking the leave. Time used for this reason will constitute leave without pay; however, accrued vacation may be used to take time off pursuant to this provision.

Domestic Violence, Sexual Assault and Stalking Leave

Any employee who is a victim of domestic violence, sexual assault or stalking may take time off from work to seek any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of himself or herself or his or her child. Any such employee may also take time off to seek medical attention, obtain domestic violence or sexual assault services, obtain counseling, or to participate in safety planning to increase protection from future domestic violence, sexual assault or stalking.

In the event an employee needs to take time off for domestic violence, sexual assault or stalking-related reasons, the employee should provide advance notice to his or her supervisor if possible. Otherwise, the employee should notify his or her supervisor as soon as possible. If an unscheduled absence is attributed to domestic violence, sexual assault or stalking reasons, the employee may be asked to provide, within a reasonable time, certification consisting of any of the following: (a) a police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking; (b) a court order protecting or separating the employee from the perpetrator of an act of domestic violence, sexual assault, or stalking, or other evidence from the court or prosecuting attorney that the employee appeared in court; or (c) documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse as a result of being a victim of domestic violence, sexual assault or stalking. Time used for this reason will constitute leave without pay; however, accrued and available vacation and, where appropriate, sick leave may be used to take time off pursuant to this provision.

In addition, the Company is committed to protecting employees who are victims of domestic violence, sexual assault or stalking by providing them with reasonable accommodation (unless such accommodation imposes an undue hardship on the Company's business operations). Please report any need for accommodation to the appropriate supervisor or to Human Resources. The Company will immediately work with the employee, through an interactive process, to determine appropriate accommodation.

To the extent allowed by law, the Company will maintain the confidentiality of any employee requesting leave or reasonable accommodation under this policy.

Crime Victim Leave

Any employee who is a victim or a spouse, Registered Domestic Partner, parent, child, sibling or guardian of a victim of a qualified serious or violent felony, as defined by applicable law, may take time off from work in order to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue. Employees who require time off to attend such proceedings must provide advance notice to their supervisor by providing a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing such notice, unless advance notice is not feasible. Otherwise, the employee should notify his or her supervisor as soon as possible. If an unscheduled absence is attributable to attendance at crime-related proceedings, the employee may be asked to provide, within a reasonable time, documentation evidencing the proceedings from either the court or government agency setting the proceedings, the district or prosecuting attorney's office, or the office of the entity that is advocating on behalf of the victim. Time used for this reason will constitute leave without pay; however, accrued vacation may be used to take time off pursuant to this provision.

To the extent allowed by law, The Company will maintain the confidentiality of any employee requesting leave for this purpose.

Military Leave

The Company will grant the same military leave, including pay, benefits and rights to reinstatement, provided under USERRA, and outlined in the Military Service policy of the Handbook, to employees to fulfill their duties as members of the state military or naval force. Employees on Military Leave for state or U.S. armed forces service must apply for reinstatement within 40 days after they are discharged

Employees in the U.S. armed forces, National Guard, or Naval Militia are entitled to seventeen (17) days of leave per year for training or special exercises and will be paid or unpaid in accordance with the Company's Military Service policy in the Handbook.

Substance Abuse Rehabilitation Leave

Employees who have problems with alcohol or drugs and decide to enroll voluntarily in an alcohol or drug rehabilitation program will be given unpaid time off from work to participate in the program unless the employee's time off would result in an undue hardship to the Company. Such leave will run concurrently with leave under FMLA and/or CFRA, provided that the employee is eligible for FMLA and/or CFRA leave. If an employee requests time off work to participate in such a program, the Company will make reasonable efforts to keep the fact that the employee enrolled in the program confidential.

Certification of enrollment in a drug or alcohol rehabilitation program must be submitted at or before the initiation of the leave of absence, stating the dates the employee will attend the program and confirming that the employee cannot work while attending the program. The employee will be expected to return to work on the first working day following completion of the program. Requests to extend an initial leave period must be accompanied by supporting documentation and be received prior to the original return date.

Before returning to work, the employee must submit certification from: (a) an authorized representative of the rehabilitation program in which the employee enrolled confirming that the employee participated in the program, the dates the employee participated, and that the employee successfully completed the program; and (b) the employee's health care provider, no later than five business days before returning to work, that the employee is medically able to return to work and what restrictions or accommodations, if any, are needed for the employee to return.

FLEXIBLE WORK ARRANGEMENTS (SAN FRANCISCO EMPLOYEES ONLY)

Employees may request a change in the terms and conditions of their employment to assist the employee to care for a spouse, Registered Domestic Partner, child, parent, sibling, grandchild or grandparent related by blood, legal custody, marriage, or domestic partnership. Such arrangements generally may not be requested more than twice every twelve (12) months. Requests should be made to the Human Resources Department. Qualified employees are those who have been employed for at least six (6) months and regularly work at least eight (8) hours per week. Within twenty-one (21) days of the employee's request, the Company will meet with the employee to discuss the requested flexible arrangements and notify the employee of its decision within twenty-one (21) days thereafter.

COLORADO

EQUAL EMPLOYMENT OPPORTUNITY

In addition to the protected categories listed in the Handbook, Colorado law also prohibits discrimination against individuals for discussing wages with others, and individuals who engage in lawful off-duty off-premises activities. In Colorado, "creed" includes a religious, moral, or ethical belief that is sincerely held. Additionally, "national origin" applies to discrimination against noncitizens, lawful residents, individuals who associate with persons of a particular national origin group, and individuals with a surname that reflects a certain national origin. In accordance with Colorado's applicable laws, the Company does not tolerate discrimination or harassment based upon this characteristic or any other characteristics protected by applicable federal, state or local law.

OVERTIME

The Company will pay employees time-and-one-half of their regular rate for hours worked in excess of the following:

- 12 consecutive hours,
- 12 hours in a day or
- 40 hours per week.

FAMILY CARE AND MEDICAL LEAVE

In addition to the approved reasons for leave under the Company's Family Care and Medical Leave policy in the handbook, eligible employees may also use any applicable Family Care and Medical Leave to care for an individual with a serious health condition if the individual is the employee's civil union partner under Colorado's Civil Union Law, or the employee's domestic partner as registered in the employee's residential municipality. The Company can require employees to provide reasonable documentation of family relationship and the need to take leave for a serious medical condition. Colorado state family care and medical leave runs concurrently with the federal Family Medical Leave Act ("FMLA"), if applicable.

CIVIL AIR PATROL LEAVE

Permanent employees who are members of the Colorado Wing of the Civil Air Patrol are entitled to up to fifteen (15) days of unpaid leave to serve on authorized emergency missions.

MILITARY LEAVE

The Company will grant the same military leave, including pay, benefits and rights to reinstatement, provided under USERRA, and outlined in the Military Service section of the Handbook, to employees to fulfill their duties as members of the Colorado National Guard. Members of the Colorado National Guard also have the right to unlimited unpaid time off for service in the National Guard.

Employees in the National Guard or U.S. armed forces reserve are entitled to fifteen (15) days of leave per year for training or special exercises and will be paid or unpaid in accordance with the Company's Military Service policy in the Handbook. However, employees must provide evidence of satisfactory completion of their training.

The Company also will not discharge employees or refuse to hire applicants because they are officers or enlisted members of the military forces of Colorado. Employees who take military leave will be reinstated to the position they left, or a similar job with the same status, pay, benefits, and seniority, assuming they are still qualified to perform the job, upon return from the above described military leaves.

Employees will not lose vacation, sick leave (if applicable), bonuses, advancement or other benefits while serving on qualifying military leave provided employees return to work as soon as practicable after being relieved from military service. However, vacation and sick leave, if applicable, will cease to accrue while on leave.

CRIME VICTIM LEAVE

Employees who have worked at the Company for at least 12 months, and who are victims of domestic violence are entitled to take crime victim leave. Eligible employees are entitled to up to three (3) unpaid workdays of crime victim leave over a twelve (12) month period. Employees can take leave to seek protection orders, attend related court proceedings, obtain assistance in ensuring their health and safety, and make their homes more secure or seek new housing. Whenever possible, employees must provide the Company with reasonable advance notice of their need for leave. Employees may use any accrued vacation time for the absence.

VOTING LEAVE

Employees are entitled to two (2) hours paid time off to vote on election day unless the employee has three (3) consecutive non-work hours when the polls are open. The Company reserves the right to specify the hours of voting leave, but employees can request that these hours be at the beginning or end of the work shift.

SCHOOL ACTIVITIES LEAVE

The Company will provide a total of eighteen (18) hours of unpaid leave during any school year for an employee who are the parents or legal guardians of children in school (kindergarten through 12th grade) to attend or participate in parent-teacher conferences or meetings related to special education, dropout prevention, attendance, truancy, disciplinary issues, or response to intervention a school-related event for his or her child. However, Employees must make reasonable efforts to schedule these activities outside of work hours.

BREAST FEEDING BREAKS

The Company will provide reasonable unpaid break time, or permit employees to use paid break time, meal time, or both to express breast milk for nursing a child up to two (2) years after the child's birth. The Company will make a reasonable effort to provide a private location for the employee to breast feed.

WAGE ASSIGNMENTS (GARNISHMENTS)

The Company may deduct an administrative fee of up to \$5.00 per month from the remainder of an employee's earnings to cover the cost of administering a child support order.

CONNECTICUT

EQUAL EMPLOYMENT OPPORTUNITY

In addition to the protected categories listed in the Riverbed Inc. Employee Handbook, Connecticut law also prohibits discrimination against employees based on learning disability. In accordance with Connecticut's applicable laws, the Company does not tolerate discrimination or harassment based upon this characteristic or any other characteristics protected by applicable federal, state or local law.

MEAL BREAKS

For employees working 7 1/2 or more consecutive hours in a single shift, the Company will provide the employee with at least thirty (30) consecutive minutes for a lunch break. Although, in accordance with the Company's general lunch break policy in the handbook, non-exempt employees may take up to one (1) hour for this first lunch break. This meal may occur after the first two hours of the shift and before the final two hours of the shift. Employees working a 15-hour shift will be entitled to a second thirty (30) minute meal break during the second 7 1/2-hour shift.

MILITARY LEAVE

The Company will grant the same military leave, including pay, benefits and rights to reinstatement, provided under USERRA, and outlined in the Military Service section of the Handbook, to employees to fulfill their duties as members of the Connecticut National Guard who are called into active state service by the Governor.

Members of the Connecticut state armed forces (state organized militia, naval militia, Marine Corps branch of the naval militia, or National Guard) may take unpaid military leave in order that such employee may perform military duties, including attending meetings or drills scheduled during regular work hours. The Company will not reduce the vacation or holiday privileges to which these employees are entitled based on their participation in military activities, nor will such participation adversely impact any employees' continued employment, re-employment, or access to earned promotions.

MILITARY CAREGIVER LEAVE

Employees may take up to twenty-six (26) weeks of unpaid leave in a twelve-month period to care for a spouse, parent, son or daughter, or next of kin who was injured in the line of military duty. This leave entitlement expires on the two-year anniversary of the date the employee first took leave to care for his or her family member. Employees may use any accrued vacation time for this absence.

CRIME VICTIM LEAVE

Employees who are victims of felonies or of family violence can take up to twelve (12) days of unpaid leave during a calendar year when such leave is reasonably necessary to seek medical care or psychological or other counseling for victims' physical or

psychological injuries or disabilities; obtain services from victim services organizations; relocate because of family violence; or participate in any civil or criminal proceedings related to or resulting from family violence. Employees may also take leave to attend proceedings or participate in police investigations involving an immediate family member who is the victim of a crime when that family member is: a minor; physically or mentally disabled; or a homicide victim (partners of employees in civil unions are considered family members). Employees may also use any accrued paid vacation time for this absence.

Family violence means an incident resulting in physical harm, bodily injury, or assault or a threat of imminent physical harm, bodily injury, or assault between family or household members. Verbal abuse or arguments are not considered to be family violence unless there is a present danger and the likelihood that physical violence will occur. *Family or household members* include spouses; former spouses; parents and their children; persons age 18 or older and related by blood or marriage; persons age 16 or older (other than those persons related by blood or marriage) who live together or have lived together; persons who have a child in common regardless of whether they have been married or have lived together at any time; and persons in or who have recently been in a dating relationship.

The Company may require an employee taking family violence victim leave to provide a signed, written statement certifying that the need for leave is covered under the family violence victim leave provisions. The Company may also request that such employees provide police or court records related to family violence or signed, written certification that the employee is a victim of family violence from: a victim services organization; an attorney; an employee of the Judicial Branch's Office of Victim Services or the Office of the Victim Advocate, or a licensed medical professional or other licensed professional from whom the employee has sought assistance with respect to the family violence.

If employees' need for family violence victim leave is foreseeable, the Company requires that employees provide up to seven (7) days' advance notice of the need for leave. If employees' need for leave is unforeseeable, the Company requires that employees provide notice of their need for leave as soon as is practicable.

PREGNANCY DISABILITY LEAVE

Female employees are eligible for a reasonable amount of unpaid pregnancy disability leave for disability caused by pregnancy or related conditions. Eligible employees are permitted to substitute accrued paid vacation or sick leave (if applicable) for pregnancy disability leave. Employees returning from approved pregnancy disability leave shall be restored to their former positions or to equivalent positions with equivalent pay, seniority, retirement, fringe benefits, and other service credits, unless business circumstances have changed such that reinstatement would be unreasonable or impossible.

BREAST-FEEDING BREAKS

The Company provides employees a private location in which to express breast milk during meal or break periods. The Company will not take any action to prevent employees from expressing breast milk during their meal and break periods.

DISTRICT OF COLUMBIA (WASHINGTON D.C.)

EQUAL EMPLOYMENT OPPORTUNITY

In addition to the protected categories listed in the Handbook, Washington D.C. law also prohibits discrimination against individuals based on personal appearance, family responsibilities, and political affiliation. In accordance with Washington D.C.'s applicable laws, the Company does not tolerate discrimination or harassment based upon this characteristic or any other characteristics protected by applicable federal, state or local law.

PREGNANCY DISABILITY LEAVE

The Company provides employees disabled by conditions related to pregnancy the same leave benefits provided to other Washington D.C. employees with temporary disabilities. The terms and conditions of leave will apply identically to pregnant employees and employees on temporary disability leave.

SCHOOL ACTIVITIES LEAVE

The Company will provide a total of twenty-four (24) hours of unpaid leave during any twelve (12) month period for the employee to attend or participate in a school-related event for his or her child. A school-related event is defined as any activity sponsored by a school or associated organization, such as a parent-teacher association, and includes: a student performance, such as a concert, play, or rehearsal; the sporting game or practice of a school team; a meeting with a teacher or counselor; or any similar type of activity that directly involves the parent's child as a participant or as a subject, but not as a spectator.

Eligible employees must give the Company at least ten (10) calendar days' advance notice of their desire to take school activities leave, unless the need for leave is not reasonably foreseeable. The Company may deny school activities leave if the granting of such leave would disrupt business operations.

WITNESS LEAVE

The Company will provide an employee with an unpaid leave of absence to testify in response to a subpoena. However, employees may use any accrued vacation time for the absence.

SMOKING POLICY

In addition to prohibiting smoking in public areas and workplaces, the Company prohibits smoking in company-owned vehicles that are used by more than one person.

BREAST FEEDING POLICY

The Company will provide reasonable daily unpaid break periods, as required by the employee, so that the employee may express breast milk for her child. If possible, these break periods will run concurrently with the same rest periods or meal periods that are otherwise provided to the employee. The Company is not required to provide break periods for expressing milk if it would impose an undue hardship on business operations. The Company will make reasonable efforts to provide a sanitary room or other location in close proximity to the work area, other than a bathroom or toilet stall, where an employee can express breast milk in privacy and security. The location may include a childcare facility in close proximity to the employee's work location.

WAGE ASSIGNMENT (GARNISHMENT)

The Company may collect an administrative fee of \$2.00 each time funds are withheld from the employee's pay check based on an earnings withholding order or child support order.

FLORIDA

MILITARY LEAVE

The Company will not terminate an employee or deny employment or advantage in employment due to an individual's obligation as a member of a reserve component of the Armed Forces, including the Florida National Guard. A member of the National Guard returning from state active duty must notify the employer promptly of his or her intent to return to work. A member of the National Guard who returns to work after serving on state active duty is entitled to seniority benefits the employee had at the commencement of his or her state active service.

DOMESTIC VIOLENCE LEAVE

The Company will grant an unpaid leave of absence to employees who have worked at the Company for at least three (3) months and who are victims of domestic or sexual violence, or who have family or household members who are victims of domestic or sexual violence. Eligible employees can take up to three (3) unpaid working days of crime victim leave in any twelve (12) month period. However, employees may use any accrued vacation time for the absence.

Leave can be taken to: seek an injunction for protection against domestic violence or cases of sexual violence; obtain medical care or mental health counseling; obtain legal aid; obtain services from a victim- services organization such as a domestic violence shelter or rape crisis center; or obtain assistance in making the employee's home secure from acts of domestic or sexual violence, or in seeking new housing to escape perpetrators. *Family or household member* includes spouses, former spouses, persons related by blood or marriage, persons residing together as a family, and parents who share a child regardless of whether they are married.

WITNESS LEAVE

The Company will permit employees to take unpaid leave to serve as a witness in judicial proceedings in response to a subpoena. While witness leave is unpaid, employees may use any accrued vacation time for the absence.

WAGE ASSIGNMENTS (GARNISHMENTS)

The Company can deduct an administrative fee of \$5.00 from an employee's pay for the first deduction for garnishment, and \$2.00 for each subsequent deduction.

GEORGIA

MILITARY LEAVE

The Company will grant the same military leave, including pay, benefits and rights to reinstatement, provided under USERRA, and outlined in the Military Service section of the Handbook, to employees to fulfill their duties as members of the Georgia National Guard called into active state or federal service.

The Company will provide employees with up to six (6) months of leave within any four (4) year period to participate in training or attend service schools. This leave will be either paid or unpaid in accordance with the payment provisions of the Military Service policy in the Handbook. Additionally, such employees are entitled to reinstatement with full benefits unless reinstatement is impossible or unreasonable. However, employees who leave the Company to participate in training or attend service schools must apply for re-employment within ten (10) days of the conclusion of temporary service.

Employees who have taken a leave of absence to perform military duty will be restored to the position they left if they present a certificate of completion of military duty, are still qualified to perform the job duties, and apply for re-employment within ninety (90) days of leaving military service. Such employees will be entitled to retain their seniority and benefits as if they had been on furlough or leave of absence for the period the employee was on military leave.

WITNESS LEAVE

The Company will permit employees to take unpaid leave to serve as a witness in court proceedings in response to a subpoena. However, employees may use any accrued vacation time for the absence. Employees taking witness leave must provide reasonable notice to the Company of the need for leave.

BREAST-FEEDING POLICY

The Company will provide reasonable break time each day to employees who want to express breast milk for their infants. The Company may require that this break time occur concurrently with other break time already provided, and the Company may refuse this break time if it would seriously disrupt the Company's operations.

VOTING LEAVE

Employees are entitled to two (2) hours of paid time off to vote on election day unless the employee's workday begins two (2) hours after the polls open, or concludes two (2) hours before the poles close. The Company reserves the right to specify the hours an employee can vote.

SMOKING POLICY

The Company prohibits smoking in vehicles used in the course of employment.

WAGE ASSIGNMENTS (GARNISHMENTS)

Except for a child support order, the Company may deduct an administrative fee of \$50.00 or 10% of the value of each deduction per remittance, whichever is greater, but not to exceed \$100.00 for expenses and/or reasonable attorney fees. With respect to a child support order, the Company may deduct an administrative fee of \$25.00 for the first garnishment and thereafter \$3.00 per deduction.

ILLINOIS

EQUAL EMPLOYMENT OPPORTUNITY

In addition to the protected categories listed in the Handbook, Illinois law also prohibits discrimination against employees based on citizenship status, military status, unfavorable discharge from military status, and arrest records. In accordance with Illinois' applicable laws, the Company does not tolerate discrimination or harassment based upon these characteristics or any other characteristics protected by applicable federal, state or local law.

The Company shall treat genetic testing and genetic information in a manner that is consistent with the requirements of federal law. Additionally, the Company will not solicit, request or require genetic testing or genetic information of a person or family member of a person as a condition of employment, pre-employment application, labor organization membership or licensure.

NONDISCRIMINATION & ANTI-HARASSMENT

While employees are encouraged to report concerns of prohibited harassment internally, if an employee believes that he or she has been subjected to discrimination or harassment, he or she may file a formal complaint with the Human Rights Commission. Using the Company's complaint process does not prohibit an employee from filing a complaint with Human Rights Commission. For more information on the commission visit:

<http://www.ilga.gov/commission/jcar/admincode/056/05605300sections.html>.

MEAL AND REST BREAKS

The Company will provide employees working for 7 1/2 hours or longer at least twenty (20) minutes for a meal period beginning no later than five (5) hours after the start of the work period. Although, in accordance with the Company's general lunch break policy in the handbook, non-exempt employees may take up to one (1) hour for this lunch break.

BREAST-FEEDING BREAKS

The Company provides employees a private location in which to express breast milk during unpaid break times. The Company will not take any action to prevent employees from expressing breast milk during their meal and break periods. The Company reserves the right to refuse such breast-feeding breaks if it would seriously disrupt work operations.

SCHOOL ACTIVITIES LEAVE

Employees are permitted to take up to eight (8) unpaid hours during any school year, and no more than four (4) hours on a given day to attend school conferences or classroom activities related to the employee's child. Employees may use any accrued vacation time for the absence.

DOMESTIC VIOLENCE LEAVE

An employee who is a victim of domestic or sexual violence or has a family or household member who is a victim of domestic or sexual violence may take up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to address the domestic or sexual violence by seeking medical and/or psychological attention; obtaining services from a victim services organization; participating in safety planning; or seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member. Employees can substitute any available paid vacation or sick time (if applicable) for unpaid crime victim leave. The employee must provide the Company with at least forty-eight (48) hours of advance notice unless providing such notice is impracticable. The Company may require the employee to provide certification of the purpose of the leave in the form of a letter from a volunteer services organization, police report or court record, or other corroborating evidence. The Company will maintain coverage under group health plans at the same level and under the same conditions for employees who are taking crime victim leave as for other employees.

Leave under this policy will run concurrently with FMLA leave (if applicable) when the reason for the leave also qualifies as an FMLA event.

LEAVE FOR VOLUNTARY EMERGENCY WORKERS

The Company will not terminate any employee who is absent or late to work because he/she is performing duties as a volunteer emergency worker. An employee who is a volunteer emergency worker may be absent or late to work in order to respond to an emergency prior to the time the employee is scheduled to work. The Company may charge against an employee's pay any time from work that the employee loses because of the employee's response to an emergency in the course of performing his/her duties as a volunteer emergency worker. The employee must make reasonable efforts to notify the Company in advance that he or she will be absent or late from work as a result of responding to an emergency. The Company may require a written statement from a supervisor or governmental entity to verify that the employee was working as a volunteer emergency worker prior to or during working hours.

CIVIL AIR PATROL LEAVE

Employees who have worked for at least twelve (12) months and have been employed for at least 1,250 hours of service during the year immediately preceding the requested leave are entitled to up to thirty (30) days of unpaid leave to perform missions in the Civil Air Patrol. However, employees may use any accrued vacation time for the absence.

Employees must provide the Company with fourteen (14) days' notice of the date they intend to take Civil Air Patrol leave of five (5) or more consecutive work days, to the extent possible. The Company may require certification from the proper Civil Air Patrol authority to verify an employee's eligibility for Civil Air Patrol leave.

Employees will not be required to exhaust other types of leave prior to using Civil Air Patrol leave. In addition, Civil Air Patrol leave is unpaid, though the Company will facilitate the continuation of employee benefits during Civil Air Patrol leave at the expense of the

employees on such leave. Upon return from leave, an eligible employee who takes qualifying Civil Air Patrol leave will be returned to the same or equivalent position that the employee held prior to taking the leave.

MILITARY LEAVE

The Company will grant the same military leave, including pay, benefits, and rights to reinstatement, provided under USERRA, and outlined in the Military Service section of the Handbook, to employees to fulfill their duties as members of the Illinois National or Illinois State Guard called into active duty by order of the Governor.

Employees who enlist or are drafted into the U.S. armed forces or state militia training are considered to be on furlough or leave of absence. The Company will restore individuals with honorable discharges or satisfactory completion of service to the same or equivalent position, with the same increases in pay and seniority of individuals who were employed during the term of military service. If a disability sustained during the employee's military service makes it impossible for the employee to perform his or her duties, then he or she shall be restored to another position with status, pay, and seniority that is consistent with the employee's circumstances, unless this is unreasonable due to the employee's changed circumstances. Employees must apply for reinstatement within ninety (90) days of discharge from military service.

FAMILY MILITARY LEAVE

Employees who are the spouse, domestic partner, son, daughter, parent or grandparent of a soldier called to active military duty for more than thirty (30) days may be entitled to up to thirty (30) days of unpaid leave. Employees must exhaust all accrued vacation leave, personal leave, compensatory leave, and any another leave (save disability and sick leave) prior to being eligible to use Illinois Family Military Leave. In addition, the number of days of Illinois Family Military Leave provided to an eligible employee may be reduced by the number of days of leave provided to the employee under the Family and Medical Leave Act arising out of the fact that the employee's spouse or child is on (or has been notified of impending) covered active duty as defined above. Eligible employees who wish to use Illinois Family Military Leave must give at least fourteen (14) days' notice of the intended date that the leave will commence if the leave will be five (5) or more consecutive work days.

The Company will facilitate the continuation of employee benefits during Illinois Family Military Leave at the expense of the employees on such leave. Upon return from leave, an eligible employee who takes family military leave will be returned to the same or equivalent position that the employee held prior to taking the leave.

PREGNANCY DISABILITY LEAVE

The Company will reasonably accommodate a pregnant employee's known medical or common conditions of pregnancy or childbirth. This reasonable accommodation can include time off to recover from childbirth, and leave that becomes necessary due to pregnancy, childbirth, or common medical conditions related of pregnancy or childbirth.

The Company will not require a pregnant employee to take a reasonable accommodation when she does not request one, nor will the Company require a pregnant employee to take leave when another reasonable accommodation is available. If a pregnant employee takes leave as part of a reasonable accommodation, she will be reinstated to her original job or an equivalent position, unless this would cause an unreasonable hardship to the Company. The commencement and duration of leave, availability of extensions, and other terms of conditions of pregnancy disability leave will be governed by the same terms and conditions of leave offered to other Illinois employees with temporary disabilities.

An Illinois employee who is temporarily disabled from performing her job by pregnancy, childbirth, or related medical conditions may be eligible for additional protection or accommodation under the Illinois Human Rights Act. For more information, visit: http://www2.illinois.gov/dhr/Publications/Documents/Pregnancy_Posting-Igl-ENG14.pdf

WITNESS LEAVE

The Company will provide an unpaid leave of absence to any employee who is required to testify as a witness in court. Employees may use any accrued vacation time for the absence.

TIME OFF TO DONATE BLOOD

Upon request, an employee may take up to one (1) hour of paid leave for blood donation every fifty-six (56) days.

SMOKING POLICY

In addition to prohibiting smoking in enclosed workplaces, the Company prohibits smoking at least fifteen (15) feet from entrances, exits, windows that open and ventilation intakes of buildings in which smoking is prohibited.

Employees who observe other individuals smoking in the workplace have a right to object and should report the violation to their supervisor or another member of management. No employee will be disciplined or retaliated against for reporting smoking that violates Illinois law or Company policy.

Employees who violate this policy will be subject to disciplinary action up to and including discharge.

WAGE ASSIGNMENTS (GARNISHMENTS)

Except for a child support order, the Company may deduct an administrative fee of the greater of \$4.00 or 2% of the amount required to be withheld under the garnishment. With respect to a child support order, the Company may deduct an administrative fee of \$5.00 per month.

MARYLAND

EQUAL EMPLOYMENT OPPORTUNITY

In addition to the protected categories listed in the Handbook, Maryland law also prohibits discrimination against individuals based on participation in group medical coverage. In accordance with Maryland's applicable laws, the Company does not tolerate discrimination or harassment based upon this characteristic or any other characteristics protected by applicable federal, state or local law.

MILITARY LEAVE / CIVIL AIR PATROL LEAVE

The Company will grant the same military leave, including pay, benefits, rights to reinstatement, and protection against discrimination and/or retaliation, provided under USERRA, and outlined in the Military Service section of the Handbook, to employees who are members of the Maryland Air or Army National Guard or Maryland Defense Force who are ordered to military duty. The Company also will not discharge employees for participating in activities related to civil defense if the activities are in response to an emergency declared by the governor as long as the employee submits written proof that his or her participation was required.

Additionally, the Company will grant at least fifteen (15) days of unpaid leave per calendar year to employees who respond to emergency missions of the Maryland Wing of the Civil Air Patrol. However, Employees may use any accrued vacation time for the absence. The Company reserves the right to require certification of an employee's eligibility to take leave and can deny leave to employees who fail to provide such certification. Employees must give the Company as much notice as possible of their intent to take leave to participate in the Civil Air Patrol. Employees who take military leave will be reinstated to their former position or a position of equivalent seniority, benefits, and pay upon the employee's return to the Company, although the Company may decline reinstatement for reasons unrelated to Civil Air Patrol leave.

MILITARY FAMILY LEAVE

Family members who have worked for an employer for at least 12 months and 1,250 hours in the previous 12 months can take paid or unpaid leave from work the day an immediate family member of the employer is leaving for, or returning from, active duty outside the United States. The Company may require verification that the employees' leave is related to an immediate family member's deployment outside the United States as a member of the U.S. armed forces.

PARENTAL LEAVE

Employees who work at Company worksites with at least 15 employees but no more than 49 employees within 75 miles of the worksite, are entitled to six (6) workweeks of unpaid parental leave for the birth, adoption, or foster placement of a child. Eligible employees must also have worked for the employer for at least 12 months and 1,250 hours in the 12 months preceding a request for leave. The Company may require employees to provide written notice of their need for parental leave at least 30 days before the leave begins, but employees can begin parental leave without prior notice following a premature birth, unexpected adoption or unexpected foster placement.

PREGNANT DISABILITY LEAVE

The Company provides employees disabled by conditions related to pregnancy the same leave benefits provided to other Maryland employees with temporary disabilities. The terms and conditions of leave will apply identically to pregnant employees and employees with temporary disabilities. The Company will provide reasonable accommodations to employees with a disability related to pregnancy as long as the accommodation does not impose an undue burden on the Company's operations.

CRIME VICTIM LEAVE

The Company will provide employees with an unpaid leave of absence to appear as a witness in legal proceedings or to attend certain proceedings as crime victims or victim representatives. However, Employees may use any accrued vacation time for the absence.

Crime victims are individuals who suffer actual or threatened physical, emotional or financial harm as a direct result of a crime or delinquent act. *Victim representatives* are family members or guardians of a victim who is a minor, disabled or deceased.

VOTING LEAVE

Employees are entitled to two (2) hours paid leave to vote on election day unless the employee has two (2) consecutive non-work hours when the polls are open. The Company can require employees who take voting leave to furnish proof that they voted.

JURY DUTY AND WITNESS LEAVE

The Company will provide employees with an unpaid leave of absence to comply with a subpoena requiring service as a witness in a civil or criminal proceeding. Employees may use any accrued vacation time for the absence.

The Company will not require an employee who serves four (4) or more hours of jury duty on any given day, including travel time, to return to work that day, but will not prevent employees from returning to work if they so desire.

WAGE ASSIGNMENT (GARNISHMENT)

The Company may collect an administrative fee of \$2.00 per child support payment withheld from an employee's paycheck.

MASSACHUSETTS

SEXUAL HARASSMENT

While employees are encouraged to report concerns of prohibited harassment internally, if an employee believes that he or she has been subjected to sexual harassment, he or she may file a formal complaint with the government agency or agencies set forth below.

Using the Company's complaint process does not prohibit an employee from filing a complaint with these agencies.

The United States Equal Employment Opportunity Commission ("EEOC")
JFK Federal Building, Room 475
Boston, Massachusetts 02203
(617) 565-3200

The Massachusetts Commission Against Discrimination ("MCAD")
Boston Office:
One Ashburton Place, Room 601
Boston, Massachusetts 02108
(617) 727-3990

HOLIDAYS

Full-time and Part-time employees will be paid for the following holidays in Massachusetts:

- New Year's Day
- President's Day
- Memorial Day*
- Independence Day*
- Day after Independence Day
- Labor Day*
- Thanksgiving*
- Day after Thanksgiving Day
- Christmas Day*
- Day after Christmas Day

When holidays fall or are celebrated on a regular work day, employees will be eligible to receive one (1) day's pay at your regular straight-time rate. If a holiday falls within an approved vacation period, employees will be paid for the holiday (at the regular straight-time rate) and that time off will not be counted as vacation.

If non-exempt employees work on a holiday without an asterisk, the non-exempt employee will receive pay in lieu of time off, meaning the non-exempt employee will get paid their actual hours worked for the day plus holiday pay of one (1) day's pay at their regular straight-time rate. However, for those holidays above with an asterisk, the Company's Massachusetts's operations will be closed and no employees will be asked to work on those days.

MEAL BREAKS

Non-exempt employees working more than six (6) hours in a day are provided with an uninterrupted, unpaid lunch break of at least thirty (30) minutes. Although, in accordance with the Company's general lunch break policy in the handbook, non-exempt employees may take up to one (1) hour for this lunch break.

DOMESTIC VIOLENCE / CRIME VICTIM LEAVE

The Company will grant an unpaid leave of absence to employees who are victims or who have family members who are victims of domestic violence, stalking, sexual assault or kidnapping. Employees can take crime victim leave to: seek or obtain medical care, counseling, victim services or legal assistance; secure housing; obtain a protective order from a court; appear in court or before a grand jury; meet with a district attorney or other law enforcement official; attend child custody proceedings; or address other issues directly related to the above-described domestic or sexual violence. Eligible employees can take up to fifteen (15) days of paid or unpaid crime victim leave during any twelve (12) month period. Employees taking crime victim leave must notify the company of the need for leave unless there is an imminent danger to the employee. Employees may use any accrued vacation time for the absence

MILITARY LEAVE

The Company will grant the same military leave, including pay, benefits, rights to reinstatement, and protection against discrimination and/or retaliation, provided under USERRA, and outlined in the Military Service section of the Handbook, to employees who are members of the armed forces of the Commonwealth, including the state defense force or similar organization, the state staff or the armed forces of another state or territory who are employed within the commonwealth and ordered to active duty.

SMALL NECESSITIES LEAVE

The Company will grant employees who have worked for the Company for at least twelve (12) months and have provided at least one thousand, two hundred and fifty (1,250) hours of service in the preceding 12-month period with up to twenty-four (24) hours of unpaid leave during any 12-month period to attend a parent-teacher conference, accompany a son or daughter to routine medical appointments or accompany an elderly relative, related by blood or marriage, to routine medical or dental appointments or appointments for other professional services related to the relative's care, such as interviewing at nursing homes. This leave is in addition to any leave under the Family Medical Leave Act ("FMLA"), if applicable.

Employees must provide seven (7) days' advance notice of their need for leave. If the need was not foreseeable, the employee must provide as much notice as possible. An eligible employee must substitute any accrued and unused paid time off for this leave.

PARENTAL LEAVE

The Company provides unpaid parental leave for eligible employees in accordance with applicable state law. Employees who have either completed their probationary period or, if there is no probationary period, have been employed on a full-time basis for at least three (3) consecutive months are eligible for leave. Eligible employees generally are entitled to up to eight (8) weeks of unpaid parental leave for the purpose of the birth of a child or adopting a child under the age of 18 (or adopting a person under the age of 23 if that person is physically or mentally disabled).

Employees must provide at least two (2) weeks' notice of the intended departure date for leave, and notice of the intention to return to work.

Employees may use accrued paid time off for this purpose.

MBTA PASSES

Massachusetts employees are allowed to purchase pre-tax MBTA passes.

WAGE ASSIGNMENT (GARNISHMENT)

The Company may deduct an administrative fee of \$1.00 per pay period for processing child support orders.

NEW HAMPSHIRE

MEAL BREAKS

The Company will provide employees who work at least five (5) consecutive hours to take a meal break of thirty (30) minutes. Although, in accordance with the Company's general lunch break policy in the handbook, non-exempt employees may take up to one (1) hour for this lunch break.

BREAST-FEEDING BREAKS

The Company will allow employees adequate break time to express milk in a private location while the mother is lactating.

CRIME VICTIM LEAVE

Employees who are victims of felonies or misdemeanors are entitled to take an unpaid leave of absence to attend judicial or other legal or investigative proceedings associated with the prosecution of the crime. Employees also can take leave to attend proceedings related to a crime involving immediate family members who are minors, incompetent or the victim of a homicide.

Immediate family members include parents, stepparents, children, stepchildren, siblings, spouses, grandparents, legal guardians, or any person involved in an intimate relationship with the employee and residing in the same household. The Company reserves the right to limit the amount of leave taken by an employee if the leave creates an undue hardship. Employees may use any accrued vacation time in lieu of unpaid leave.

Employees who take crime victim leave will not lose seniority while absent from work. However, employees must notify their immediate supervisors of their intent to use crime victim leave when possible and provide copies of notices of each scheduled hearing, conference, or meeting provided by a court or agency. The Company shall maintain the confidentiality of any written documents or records submitted by an employee regarding the employee's request to leave work under this policy.

MILITARY LEAVE

The Company will grant the same military leave, including pay, benefits, rights to reinstatement, and protection against discrimination and/or retaliation, provided under USERRA, and outlined in the Military Service section of the Handbook, to employees called to active duty by the Governor in the New Hampshire Guard or any New Hampshire military unit or militia. The Company will not dissuade employees from enlisting in military service by threatening their job.

The Company will permit honorably-discharged veterans to take leave on Veterans Day if the employees give advance notice of the need for leave in accordance with the Company's notice requirements. Employees may use any accrued vacation time for the absence.

PREGNANCY DISABILITY LEAVE

The Company permits pregnant employees to take a leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth, or related medical conditions. When the employee is physically able to return to work, she will be reinstated to her original position, or a comparable position unless this is impossible or unreasonable due to a business necessity.

CRIME VICTIM LEAVE

The Company will permit an employee who is the victim of a crime, or whose immediate family member is the victim of a crime, to take unpaid leave to attend court or other legal or investigative proceedings associated with the prosecution of the crime, unless such leave would create an undue hardship for the employer. The Company reserves the right to require employees taking such leave to use accrued paid vacation for such leave, and employees can elect to use such accrued paid leave if not required by the Company.

WAGE ASSIGNMENTS (GARNISHMENTS)

With respect to a child support order, the Company may deduct an administrative fee of \$1.00 per remittance.

NEW JERSEY

EQUAL EMPLOYMENT OPPORTUNITY

In addition to the protected categories listed in the Handbook, New Jersey law also prohibits discrimination against individuals based on atypical heredity, cellular or blood trait, refusal to submit to genetic testing or provide genetic information, and military service. In accordance with New Jersey laws, the Company does not tolerate discrimination or harassment based upon these characteristics or any other characteristics protected by applicable federal, state or local law.

MILITARY LEAVE

The Company will grant the same military leave, including pay, benefits, rights to reinstatement, and protection against discrimination and/or retaliation, provided under USERRA, and outlined in the Military Service section of the Handbook, to employees called to members of the New Jersey state military reserve or naval militia.

Employees may take up to three (3) months off in a four (4) year period for annual training or assemblies relating to military service, or to attend service schools conducted by the U.S. Armed Forces and will be paid or unpaid in accordance with the Company's Military Service policy in the Handbook. An employee seeking reinstatement following this type of leave must apply with ten (10) days after completion of training.

The Company will re-employ employees who take military leave if they remain qualified to do their jobs, present a certificate of completion of military service and apply for re-employment within ninety (90) days of leaving service. These employees will be re-employed in the same or similar job unless the Company's circumstances have changed such that re-employment is impossible.

FAMILY MEDICAL LEAVE

The Company will grant up to twelve (12) weeks of family leave in a twenty-four (24) month period to eligible employees for childbirth, adoption, or care of a family member with serious health conditions. To be eligible for family leave, employees must have worked for the Company at least twelve (12) months and at least 1,000 hours in the twelve (12) months preceding leave. This leave runs concurrently with leave under the Family Medical Leave Act ("FMLA"), if applicable.

Employees cannot take family medical leave for their own medical conditions. Additionally, the Company can deny family leave to eligible employees if:

- the employee is salaried and ranks among the highest-paid 5% of employers' workers or the seven highest-paid workers, whichever group is larger;
- the denial is necessary to prevent substantial and grievous economic injury to employers' operations; and

- the Company notifies employees as soon as they determine that the denial of leave is necessary.

During family leave, the Company will maintain coverage under any group health insurance policy, group subscriber contract, or health care plan at the level and under the conditions that would have applied if the employee remained continuously employed. Maintenance of coverage will continue until the employee returns from leave or the employee's coverage would have expired had the employee not been on leave, whichever date is sooner. If the Company is covered by New Jersey's unemployment compensation provision, employees are eligible to receive family leave insurance benefits if they are in "employment" as defined under New Jersey's unemployment compensation provisions or if they are out of that employment for less than two weeks.

Family leave can be taken for: childbirth, adoption of a child, or the serious health condition of employees' family members. Family leave taken for the birth or adoption of a child can begin at any time within a year after the date of the birth or adoption. The Company and employees can agree to an intermittent family leave schedule for the birth or adoption of a child.

A *serious health condition* is an illness, injury, impairment, or physical or mental condition requiring inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider.

Employees can choose to take family leave on a reduced leave schedule that extends over a period of up to twenty-four (24) consecutive weeks. To take leave for the birth or adoption of a child on a reduced schedule, employees must have Company approval. Employees must make reasonable effort to schedule reduced leave to avoid unduly disrupting the Company's operations.

Eligible employees can receive up to six (6) weeks of New Jersey Family Leave Insurance benefits within a twelve (12) month period if they take leave to care for a family member with serious health conditions or to be with a child during the first twelve (12) months after placement for adoption or after the birth of the child if employees' or their domestic or civil union partner are a biological parent of the child. This does not include leave taken for employees own temporary disabilities. Please contact Human Resources regarding eligibility for family insurance benefits.

With the exception of Family Leave Insurance benefits, family leave is unpaid. Employees can take unpaid leave until they exhaust their twelve (12) week leave entitlement.

The Company can require a health care provider's certification of need for family leave. Certification for childbirth or adoption must state the date of the child's birth or placement for adoption. Certification of serious illness is sufficient if it provides:

- the date on which the condition began,
- the likely duration of the condition, and
- the medical facts regarding the condition.

When the need to take leave for childbirth or adoption is foreseeable, employees must give the Company reasonable and practicable advance notice of the need to take leave. Employees taking intermittent or reduced-schedule leave for a family member's serious illness also must provide advance notice whenever reasonable and practicable, and they must attempt to schedule the leave to avoid unduly disrupting employers' operations.

DOMESTIC VIOLENCE LEAVE

The Company will provide twenty (20) days unpaid leave over a twelve (12) month period to employees who are victims or are the family members of victims of domestic or sexual violence. To be eligible for this leave, employees must have worked for the Company for at least twelve (12) months for at least 1,000 hours during the twelve (12) months immediately preceding the need for leave. Employees who are victims of domestic or sexual abuse or who have family members who are victims of domestic or sexual violence can take leave to: seek medical attention or recover from physical or psychological injuries; obtain services from a victim services organization; obtain psychological or other counseling; participate in safety planning, temporarily or permanently relocate or take other actions to protect against future incidents of domestic or sexual violence; seek legal assistance or other remedies; and attend, participate in or prepare for criminal or civil court proceedings related to the employee or their family members being a victim of domestic or sexual violence. The Company reserves the right to require employees taking such leave to use accrued paid vacation or sick leave (if applicable) for such leave, and employees can elect to use such accrued paid leave if not required by the Company.

Employees must provide advance notice of their need for leave if possible, and the Company may require certification of the need for leave. The Company will not retaliate against an employee for taking crime victim leave. If the employee requests leave for a reason covered by New Jersey's Crime Victim Leave statute and the state Family Leave Act or federal Family and Medical Leave Act ("FMLA"), then the leave taken will run concurrently against the employee's entitlement under each law.

SMOKING POLICY

In addition to prohibiting smoking in enclosed workplaces, the Company prohibits smoking in outdoor areas when smoke from the areas can migrate or circulate into indoor areas where smoking is prohibited.

WAGE ASSIGNMENTS (GARNISHMENTS)

Except for a child support order, the Company may deduct an administrative fee of 5% of the amount withheld for garnishment. With respect to a child support order, the Company may deduct an administrative fee of \$1.00 per child support payment.

NEW YORK

MEAL BREAKS

New York law recognizes the noon meal hour as occurring between 11:00 a.m. and 2:00 p.m. The Company will provide employees who work more than six (6) hours that cover this noon meal hour at least thirty (30) minutes for a lunch break. Although, in accordance with the Company's general lunch break policy in the handbook, non-exempt employees may take up to one (1) hour for this first lunch break.

The Company will provide employees who start work before 11:00 a.m. and continue working later than 7:00 p.m. an additional meal period of at least 20 minutes between 5:00 p.m. and 7:00 p.m.

MILITARY LEAVE

In addition to the Military Service policy in the Handbook, the Company will permit members of the New York state organized militia to take unpaid leave for active service, reserve drills or annual training, service school, initial full-time or active duty training.

Returning employees from state or U.S. armed forces service who provide a certificate of completion of service and who are still qualified to perform the duties of his/her previous position are entitled to reinstatement to such position, or to one with the same seniority, status, and pay, unless circumstances have changed and reemployment is impossible or unreasonable. Employees must apply for reinstatement within ninety (90) days of discharge from active service, ten (10) days of completing school or annual training, or sixty (60) days of completing initial training. The Company will permit members of the Reserves and the National Guard who are covered under group health insurance policies to continue, convert, or suspend their coverage during active duty period.

LEAVE FOR SPOUSES OF MEMBERS OF ARMED FORCES

Employees who work an average of twenty (20) or more hours per week who have spouses that are deployed members of the armed forces, national guard or reserve are entitled to ten (10) days unpaid leave to be used only while the deployed spouse is on leave from duty. Employees may use any accrued vacation time for the absence.

PREGNANCY DISABILITY LEAVE

The Company will provide a female employee leave of absence for the period of time that she is sick or temporarily disabled because of pregnancy or childbirth, on equal terms as the Company's sick and other temporary disability leaves provided to New York employees. The Company will allow the female employee to return to the same job, or a similar job of at least the same pay, if she has taken a leave of absence only for the actual period of disability relating to pregnancy or childbirth.

BREAST-FEEDING BREAKS

Employees are entitled to take reasonable unpaid break time or to take paid break time, at their option, each day to express breast milk to nurse a child up to three years following child birth. The Company will provide a room or other location, in close proximity to the work area, where employee can express milk in privacy. Breaks generally can be at least twenty (20) minutes, but employees can elect to take shorter unpaid breaks for this purpose. Employees can request to take unpaid break time at least once every three (3) hours.

CRIME VICTIM LEAVE

The Company will provide employees with an unpaid leave of absence when subpoenaed to attend criminal proceedings as witnesses or to exercise their rights as crime victims under any applicable New York law. Employees must notify the Company of their need for leave to appear as witnesses prior to the day leave is needed.

VOTING LEAVE

If the polls are open for four (4) consecutive hours before or after the working hours for that day, employees will be deemed to have sufficient time to vote and will not be entitled to take off working time to vote. However, if less than four (4) hours is available, employees will be entitled to the amount of time – when added to the available voting time before or after the employees' designated working hours – that is necessary up to two (2) hours paid leave to vote before the polls close. Employees must notify their supervisor of the need for leave at least two (2) days but not more than ten (10) days before the applicable election.

BLOOD DONATION LEAVE

Any New York employee who works at least twenty (20) hours per week who wishes to take unpaid leave for off-premises blood donation will be permitted at least one (1) leave period of three (3) hours per calendar year during the employee's regular work schedule.

BONE MARROW DONATION LEAVE

Employees in New York who work at least twenty (20) hours per week are allowed up to twenty-four (24) work hours of unpaid leave, as determined by a physician, to undergo medical procedures to donate bone marrow. Employees wishing to take Bone Marrow Donation Leave are required to provide verification by a physician for the purpose and length of each leave requested by the employee to donate bone marrow.

WITNESS LEAVE

The Company will provide an unpaid leave of absence for employees who are witnesses in criminal matters where the employee is a victim or acts pursuant to a subpoena. Employees taking witness leave must give the Company notice, and the Company may request that the employee provide verification of witness service. While witness leave is unpaid, employees may use any accrued vacation time for the absence.

NORTH CAROLINA

SCHOOL ACTIVITIES LEAVE

The Company will permit employees to take up to four (4) unpaid hours per year to attend school conferences or classroom activities related to the employee's child. Employees must provide forty-eight (48) hours advance notice to the Company of their desire to take school activities leave. Employees may use any accrued vacation time for the absence.

MILITARY LEAVE

The Company will grant the same military leave, including pay, benefits, rights to reinstatement, and protection against discrimination and/or retaliation, provided under USERRA, and outlined in the Military Service section of the Handbook, to employees who are members of the North Carolina National Guard or another state's National Guard to serve or attend trainings for the military if called for active duty. The Company will not deny benefits based on an employee's National Guard service. The Company will reinstate employees who are honorably discharged from active duty in the National Guard to their position or another position at similar seniority, status and salary level.

PREGNANCY DISABILITY LEAVE

The Company provides employees disabled by conditions related to pregnancy the same leave benefits provided to other North Carolina employees with temporary disabilities. The terms and conditions of leave will apply identically to pregnant employees and employees on temporary disability leave.

DOMESTIC VIOLENCE / CRIME VICTIM LEAVE

The Company will allow employees to take reasonable time off to seek or obtain relief as victims of domestic violence, sexual assault or stalking. All time off will be unpaid; however, employees may use any accrued vacation time for the absence. The Company may require information, available to employees, that supports their reason for taking leave under the crime victim leave provisions. The Company also may require documentation of any emergency that prevents employees from complying with the Company's advance notice procedures.

Domestic violence means the following acts when committed by persons who have a personal relationship with employees, including acts committed against employees' minor children who live with them or are in their custody: intentionally causing bodily injury; inflicting substantial emotional distress by causing employees or their family or household members to fear imminent, serious bodily harm or continued harassment; or rape and certain other sex offenses. *Personal relationships* are relationships between: current or former spouses; persons of the opposite sex who live or lived together; persons of the opposite sex who are or were in a dating relationship; parents and children, including persons acting *in loco parentis* to a minor child, grandparents and grandchildren; persons who share a child; or current or former household members.

WAGE ASSIGNMENT (GARNISHMENT)

The Company may deduct an administrative fee of \$2.00 per child support payment deducted from an employee's pay.

OHIO

PREGNANCY DISABILITY LEAVE

The Company shall provide a female employee leave of absence for the period of time that she is sick or temporarily disabled because of pregnancy or childbirth, on equal terms as the Company's other temporary disability leaves provided to Ohio employees. Employees returning from pregnancy disability or childbirth leave shall be reinstated to their original positions or to positions of equivalent status and pay.

MILITARY LEAVE

Employees are permitted to take up to five (5) years of military leave. The 5-year period does not include:

- service that is required beyond five (5) years to complete an initial period of obligated service;
- the period during which employees cannot obtain orders of release, through no fault of their own;
- the time needed to fulfill National Guard and Reserve training requirements;
- the period needed to fulfill additional training requirements as certified in writing by the Defense Secretary to be necessary for professional development or completion of skill training; or
- the period during which employees are called to active duty during war or national emergency declared by the President or the Congress, or other active duty orders.

Employees are permitted to continue coverage under the Company's group health insurance policies while on National Guard and military reserve duty. Continued health coverage remains effective for up to 18 months after it would otherwise terminate. Continued coverage for reservists' spouse or dependents because of the reservist's death, divorce, or separation, or because a dependent child is no longer a dependent, can be extended to 36 months. Reservists must elect to continue coverage in writing, and pay the first contribution within 31 days after the date the coverage would otherwise end. Reservists called to active duty for less than 31 days' pay only the standard contribution, if any. Reservists called to active duty for more than 31 days' pay no more than 102% of the group rate.

The Company will grant the same military leave, including pay, benefits, rights to reinstatement, and protection against discrimination and/or retaliation, provided under USERRA, and outlined in the Military Service section of the Handbook, to employees who serve in the uniformed services in order for the employee to meet his or her duties in the uniformed service.

Service in the uniformed services means duty performed on a voluntary or involuntary basis in a uniformed service, including active duty, inactive and active duty training, full-time National Guard duty, any time spent undergoing fitness-for-duty examinations, funeral honors duty, and duty performed by intermittent employees of the National Disaster Medical System in training exercises or in response to public health emergencies. Uniformed services include the armed forces and reserves, the Army National Guard and Air National Guard, the Commissioned Corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency.

The Company must be notified of employees' military service in advance, unless the circumstances make advance notice impossible or unreasonable. The Company will reinstate employees who are absent from work due to service in the uniformed services, Ohio National Guard, or Ohio organized militia, with the same seniority, and associated rights and benefits that would have accrued if the employee had remained continuously employed with the Company.

FAMILY MILITARY LEAVE

An employee who has worked at the Company for at least 12 consecutive months and for at least 1,250 hours in the 12 months immediately preceding leave are entitled to 10 days or 80 hours (whichever is less) family military leave once per calendar year. The dates on which employees take leave must occur no more than two weeks prior to or one week after the deployment date of employees' family member who is a covered service member. Employees must notify employers that they intend to take family military leave at least 14 days prior to beginning such leave when the leave is being taken because of a call to active duty. Employees must provide at least two days' advance notice to employers that they intend to take family military leave if such leave is being taken because of a service member's injury, wound, or hospitalization. If employees are notified by a representative of the uniformed services that their family member's injury, wound, or hospitalization is critical or life-threatening, employees do not need to provide notice to employers that they intend to take family military leave.

Family military leave will be unpaid but the Company will continue to provide benefits to employees during the time they are taking family military leave. Benefits means benefits, other than salary or wages, that employers regularly provide to employees, including but not limited to medical insurance, life insurance, disability insurance, pension plans, and retirement plans. However, employees on family military leave continue to be responsible for the same portion of cost for their benefits as they regularly pay when not on leave.

CRIME VICTIM LEAVE

The Company allows employees who are crime victims, or who are victim representatives for incapacitated victims or minors or who have family members who are crime victims to take an unpaid leave when the employee is subpoenaed or the prosecutor requests the employee's assistance preparing for a criminal or delinquency proceeding. This leave will be unpaid unless the court proceeding the employee must attend pertains to an offense against the employer or an offense involving the employee during the course of employment. Employees may use any accrued vacation time for the absence.

WITNESS LEAVE

The Company will provide employees with an unpaid leave of absence to appear as witnesses in criminal, delinquency or grand jury proceedings, or to assist prosecutors in preparing criminal cases. This leave will be unpaid unless the court proceeding pertains to an offense against the employer or an offense involving the employee during the course of employment. If the leave is unpaid, employees may use any accrued vacation time for the absence.

VOTING LEAVE

In addition to the voting leave provided by this Handbook, the Company will permit employees to take an unpaid leave to serve as election officials.

SMOKING POLICY

In addition to prohibiting smoking in enclosed work areas, the Company prohibits smoking in company vehicles and areas immediately adjacent to workplace entrances and exits, including windows and ventilation systems.

WAGE ASSIGNMENTS (GARNISHMENTS)

Except for a child support order, the Company may deduct an administrative fee of \$3.00 per pay period. With respect to a child support order, the Company may deduct an administrative fee of the greater of \$2.00 or 1% of the amount remitted.

OREGON

EQUAL EMPLOYMENT OPPORTUNITY

In addition to the protected categories listed in the Handbook, Oregon law also prohibits discrimination against individuals who have used the worker's compensation system, individuals with an expunged juvenile record, and individuals who are unemployed. In accordance with Oregon's applicable laws, the Company does not tolerate discrimination or harassment based upon these characteristics or any other characteristics protected by applicable federal, state or local law.

MEAL AND REST BREAKS

The Company will provide meal periods of at least thirty (30) minutes to employees who work shifts of six (6) or more hours. Although, in accordance with the Company's general lunch break policy in the handbook, non-exempt employees may take up to one (1) hour for this lunch break.

The Company will also provide a paid rest period of not less than ten (10) minutes for every segment of four (4) hours worked in one work period. This time is provided in addition to and separately from time allowed for meals.

MILITARY LEAVE

The Company will grant unpaid leave to employees to participate in active duty in the Oregon state organized militia or the organized militia of another state.

Employees must return to work within seven (7) calendar days of termination of their military service. The Company will reinstate employees to their former jobs or equivalent positions upon their return from military service, and such reinstatement will be without loss of seniority or any other benefit that accrued before the leave. The Company also will not discriminate or retaliate against employees for taking leave or for membership in the uniformed services, which includes: the armed forces of the United States; the Army National Guard and Air National Guard when engaged in active duty for training, inactive duty training or full time National Guard duty; the Commissioned Corps of the U.S. Public Health Service; and any other category of persons designated by the President in time of war or national emergency.

The Company will allow employees who are veterans to take leave on Veterans Day unless it creates a significant economic or operational disruption or undue hardship. Employees must provide employers at least twenty-one (21) days advance notice of their intention to take leave on Veterans Day. Employees may use any accrued vacation time for the absence.

DOMESTIC VIOLENCE / CRIME VICTIM LEAVE

The Company will allow employees to take a reasonable amount of unpaid leave if they or their minor child or dependent are victims of domestic violence, harassment, sexual assault or stalking. Eligible employees can take leave to: seek legal or law enforcement assistance; seek medical treatment for themselves or a child or dependent; obtain or assist a child or dependent in obtaining counseling from licensed mental health professionals; obtain services from victim services providers for themselves or their minor child or dependent; or relocate or secure an existing home to ensure their own or their minor child or dependent's health and safety. The Company may require employees to certify that they are taking crime victim leave for a permitted reason. Employees can decide to take paid vacation or sick leave in lieu of unpaid crime victim leave.

BONE MARROW DONATION POLICY

The Company will permit employees who work more than twenty (20) hours per week to take accrued paid sick or vacation leave to donate bone marrow or be screened as a potential bone marrow donor. The amount of bone marrow leave taken by an employee shall not exceed the amount of paid leave accrued by the employee or forty (40) work hours, whichever is less.

SMOKING POLICY

The Company prohibits smoking within 10 feet of entrances, exits, windows that open and ventilation intakes of workspaces in buildings where smoking is prohibited.

WAGE ASSIGNMENT (GARNISHMENT)

Except with respect to child support payments, the Company can deduct an administrative fee of \$2.00 for every week or fraction of a week that a garnishment is in effect. With respect to child support payments, the Company can deduct an administrative fee of \$5.00 per month per case.

PENNSYLVANIA

EQUAL EMPLOYMENT OPPORTUNITY

In addition to the protected categories listed in the Handbook, Pennsylvania law also prohibits discrimination against an employee who informs the employer that he or she does not want to participate in withholding or withdrawal of life-sustaining treatment. In accordance with Pennsylvania's applicable laws, the Company does not tolerate discrimination or harassment based upon this characteristic or any other characteristics protected by applicable federal, state or local law.

MILITARY LEAVE

In addition to the benefits outlined in the Military Service section of the Handbook, the Company will grant an unpaid leave to employees who are members of Pennsylvania state military services, including the Pennsylvania National Guard, when drafted into active service as well as to employees who enlist during a time of war or emergency called by the President or the Governor.

Any employee is a member of the Pennsylvania state or U.S. armed forces who notifies the Company of their intent to return within 90 days of leaving military service will be reemployed at the same status and seniority as if they had remained in employment.

An employee who is a member of the Pennsylvania National Guard shall have their health insurance and other benefits continue for 30 days after being called to active service at no cost to the employee. After 30 days, such employee can continue coverage, at their own expense, at the employers' rate.

PREGNANT DISABILITY LEAVE

The Company provides employees disabled by conditions related to pregnancy the same leave benefits provided to other Pennsylvania employees with temporary disabilities. The terms and conditions of leave will apply identically to pregnant employees and employees with temporary disabilities.

WITNESS LEAVE

The Company will permit employees to take unpaid leave to appear as witnesses in court proceedings, including when the employee or a family member of the employee is the victim of a crime. While the leave is unpaid, employees may use any accrued vacation time for the absence.

WAGE ASSIGNMENT (GARNISHMENT)

Except with respect to child support orders, the Company may deduct an administrative fee of up to \$5.00 for each withholding order. With respect to child support orders, the Company may deduct an administrative fee of 2% of the amount of the withholding order.

SOUTH CAROLINA

MILITARY LEAVE

In addition to the benefits offered in the Military Service section of the Handbook, employees shall be permitted to take an unpaid leave to fulfill their duties in the South Carolina State Guard and South Carolina National Guard called to state duty by the Governor.

The Company will reinstate employees who take either South Carolina state or U.S. armed forces military leave to their previous or similar job unless the Company's circumstances must such restoration unreasonable. To be reinstated, employees must apply for reinstatement in writing within five (5) days of release from duty or hospitalization following service and show proof of honorable discharge.

CRIME VICTIM LEAVE

The Company provides an employee who is a crime victim, or who has a family member who is a crime victim, or an employee who witnessed a crime, with an unpaid leave so that the employee may lawfully responds to a subpoena. Family members can include the spouse, parent, child or lawful representative of a crime victim who is deceased, a minor, incompetent or physically or psychologically incapacitated. Employees may use any accrued vacation time for the absence.

PREGNANCY DISABILITY LEAVE

The Company shall provide a female employee leave of absence for the period of time that she is sick or temporarily disabled because of pregnancy or childbirth, on equal terms as the Company's sick and other temporary disability leaves applicable to South Carolina employees.

WITNESS LEAVE

The Company will permit employees to take unpaid leave to serve as a witness in court proceedings in response to a subpoena. Employees taking witness leave must provide reasonable notice to the Company of the need for leave. Employees may use any accrued vacation time for the absence.

WAGE ASSIGNMENTS (GARNISHMENTS)

The Company may deduct an administrative fee of \$3.00 per child support payment deducted from the employee's pay.

TEXAS

EQUAL EMPLOYMENT OPPORTUNITY

In addition to the protected categories listed in the Handbook, Texas law also prohibits discrimination individuals for participating in a general public evacuation ordered under an emergency evacuation mandate. In accordance with Texas' applicable laws, the Company does not tolerate discrimination or harassment based upon this factor or any other factor protected by applicable federal, state, or local law.

MILITARY LEAVE

In addition to the benefits offered in the Military Service section of the Handbook, the Company will permit employees who are members of the Texas military forces, including the Texas National Guard, Texas State Guard, and any other active militia or military force organized under Texas law, or military forces of any other state, to take unpaid leave when ordered to authorized military training or active duty.

Employees on Texas state or U.S. armed forces leave must provide written or actual notice to the Company that they intend to return to work as soon as practical after release from authorized military duty. The Company will restore employees to the same position they held before leaving when they return from authorized military training or duty.

GUNS ALLOWED IN VEHICLES AT THE WORKPLACE

Employees may generally keep a lawfully owned concealed firearm locked inside a privately owned motor vehicle in the Company's parking lot, unless possession of a firearm is otherwise prohibited by state or federal law.

VOTING LEAVE

Employees are entitled to two (2) hours paid time off to vote on election day unless the employee has two (2) consecutive non-work hours when the polls are open.

WITNESS LEAVE

The Company will provide an employee with an unpaid leave so that the employee may comply with a subpoena to appear in a civil, criminal, legislative or administrative proceeding. The Company will also provide unpaid leave to employees to appear as witnesses in court proceedings or to attend juvenile court proceedings when required as a parent or legal guardian. While the leave is unpaid, employees may use any accrued vacation time for the absence.

WAGE ASSIGNMENT (GARNISHMENT)

Except for a child support order, the Company may deduct a monthly administrative fee of \$10.00 or the actual administrative cost of processing the garnishments, whichever is less. With respect to a child support order, the Company may deduct an administrative fee of up to \$10.00 per month.

VIRGINIA

MILITARY LEAVE

In addition to the benefits offered in the Military Service section of the Handbook, the Company will grant an unpaid leave to employees in the Virginia National Guard, Virginia State Defense Force or naval militia that are called to state active duty by the Governor. However, employees may use any accrued vacation time for the absence.

The Company will re-employ individuals who take Virginia state or U.S. armed forces military leave to the same job, or if the job no longer exists, to a position of similar seniority, status and pay. An employee must apply for reinstatement, in writing, within 14 days after release from service (or related hospitalization) of no more than 180 days, or within 90 days of service (or related hospitalization) lasting more than 180 days. The Company will not discriminate against members of the Virginia state or U.S. armed forces, or deny employment, re-employment or other benefits due to membership or service.

CRIME VICTIM LEAVE

The Company will grant unpaid leave to employees who are victims of a crime to attend any judicial proceeding related to the crime. Employees taking crime victim leave must provide the Company with a copy of the standardized form provided to them by the investigating law-enforcement agency. The Company reserves the right to limit crime victim leave if it creates an undue hardship. Employees may use any accrued vacation time for the absence.

PREGNANCY DISABILITY LEAVE

The Company will provide employees disabled by conditions related to pregnancy the same leave provided to other Virginia employees with temporary disabilities. The terms and conditions of leave will apply identically to pregnant employees and employees with temporary disabilities.

BREAST-FEEDING POLICY

The Company will provide breaks and locations for employees to breastfeed and express milk.

VOTING LEAVE

In addition to the voting leave provided by this Handbook, the Company will not require employees who serve as election officers, and whose service lasts for four (4) or more hours, including travel time, to work a shift that begins on or after 5 p.m. on the day of election officer service or before 3 a.m. on the day following election officer service. The Company also will not require employees to use sick or vacation leave to serve as election officers. Employees must give the Company reasonable notice of their need for leave to serve as election officers.

JURY DUTY OR WITNESS LEAVE

The Company will provide the employee with an unpaid leave of absence to serve as a witness in court proceedings. While the leave is unpaid, employees may use any accrued vacation time for the absence.

Employees summoned for jury duty and who appear for four (4) or more hours will not be required to work on a shift beginning after 5 p.m. on the day of such service or before 3 a.m. on the day following such service. Employees must give the Company reasonable notice of any court appearances or summonses.

WAGE ASSIGNMENT (GARNISHMENT)

Except with respect to child support orders, the Company can deduct an administrative fee of up to \$10.00 for processing each garnishment summons served. With respect to child support orders, the Company can collect an administrative fee of \$5.00 for each reply or remittance and a one-time fee of up to \$5.00 for administration of medical support requirements.

WASHINGTON

EQUAL EMPLOYMENT OPPORTUNITY

In addition to the protected categories listed in the Handbook, Washington law also prohibits discrimination against honorably discharged veterans or employees with military status. In accordance with Washington's applicable laws, the Company does not tolerate discrimination or harassment based upon this characteristic or any other characteristics protected by applicable federal, state or local law.

MEAL AND REST BREAKS

The Company will provide non-exempt employees working at least five (5) consecutive hours thirty (30) minutes for a lunch break beginning no less than two (2) and nor more than five (5) hours from the beginning of the employee's shift. Although, in accordance with the Company's general lunch break policy in the handbook, non-exempt employees may take up to one (1) hour for this first lunch break.

The Company will provide an additional thirty (30) minute meal period before or during an overtime period of three (3) or more hours after the normal work day.

The Company will provide a rest period of ten (10) minutes for every four (4) hours of working time. The rest period will occur as close as possible to the midpoint of the work period, and no employee will be required to work more than three (3) hours without a rest period.

MILITARY LEAVE

In addition to the military leave outlined in the Military Service section of the Handbook, employees who are in the armed forces of the National Guard of any state are entitled to take an unpaid leave when called to active duty for training, inactive duty training, full-time National Guard duty, or state active duty.

The Company will not prohibit members of the National Guard, U.S. armed forces, commissioned corps of the public health service or coast guard from taking leave for military service. Employees who are honorably discharged from military service, or who submit other proof of satisfactory completion, and who apply for reinstatement within 90 days of their separation from military service, will be reinstated to their former position, or a similar position, unless such reinstatement is impossible or unreasonable because the Company's circumstances have changed. Employees who fail to meet this 90-day deadline do not forfeit their rights, and will be permitted to re-apply under the Company's policies relating to absence from scheduled work responsibilities.

FAMILY MILITARY LEAVE

During a period of military conflict, an employee who works at least 20 hours per week and who is the spouse of a member of the armed forces of the United States, national guard, or reserves who has been notified of an impending call or order to active duty or has been deployed is entitled to a total of fifteen (15) days of unpaid leave per deployment after the military spouse has been notified of an impending call or order to active duty and before deployment or when the military spouse is on leave from deployment.

The Company will not take any adverse employment action against an employee who takes family military leave, and will restore the employee to his or her position of employment following the leave.

Employees wishing to take family military leave must notify the employer within five (5) days of receiving official notice of the impending call or order to active duty.

DOMESTIC VIOLENCE / CRIME VICTIM LEAVE

The Company allows employees who are victims of domestic violence, sexual assault, or stalking, or who have immediate family members who are victims of such crimes, to take a reasonable amount of unpaid leave to:

- obtain legal assistance or remedies to ensure their own or their family members' health and safety, including participation in legal proceedings;
- seek medical treatment or mental health counseling for related physical or mental injuries for themselves or their family members;
- obtain or assist family members in obtaining services from social services programs, such as a domestic violence shelter or rape crisis center; or
- participate in safety planning or other activities, including temporary or permanent relocation, to guard against future incidents of domestic violence, sexual assault, or stalking.

Covered family members include employees' children, spouse, parents-in-law, grandparents, or persons with whom employees have a dating relationship. Employees who take crime victim leave will not lose any pay or benefits that accrued before their leave. Employees can substitute sick leave (if applicable) or vacation for unpaid crime victim leave. The Company will restore employees who return to work from crime victim leave to their former positions or to positions with equivalent benefits, pay, and other terms and conditions of employment.

Leave Amount

The Company will allow covered employees to take a reasonable amount of crime victim leave. The Company permits employees to take crime victim leave intermittently, on a reduced work schedule, or as a single block of time.

Notification Requirements

The employee must provide the Company with advance notice of his or her need to take crime victim leave. If advance notice is impossible, employees must notify the Company of the need for leave no later than the end of the first day of leave. The Company reserves its right to request verification of an employee's need to take crime victim leave. However, the Company will not require employees to provide information that might compromise their safety or the safety of their family members. Employees must provide such verification to the Company in a timely manner; if advance notice of need to take crime victim leave is impossible, employees must provide such verification to the Company within a reasonable time period during or after leave.

Confidentiality

The Company will keep confidential all information provided by the employee concerning crime victim leave, including the employee's request and approval for leave and verification documentation for leave. Such information will only be disclosed if requested or consented to by the employee, ordered by a court or administrative agency, or otherwise required by state or federal law.

PREGNANCY DISABILITY LEAVE

The Company shall provide female employees a leave of absence for the period of time that she is sick or temporarily disabled because of pregnancy or childbirth, on equal terms as the Company's sick and other temporary disability leaves applicable to Washington employees. The Company will allow the female employee to return to the same job, or a similar job of at least the same pay, if she has taken a leave of absence only for the actual period of disability relating to pregnancy or childbirth, on equal terms to other Washington employees entitled to take temporary disability leave, unless business necessity requires otherwise.

FAMILY MEDICAL LEAVE

Employees who have worked at the Company for 12 months and at least 1,250 hours over a twelve (12) month period are provided up to twelve (12) weeks of unpaid protected leave in a twelve (12) month period under Washington's Family Leave Act ("FLA") for:

- the birth of a child of the employee and in order to care for the child;
- the placement of a child with the employee for adoption or foster care;
- to care for a family member of the employee, if the family member has a serious health condition; or
- a serious health condition that makes the employee unable to perform the functions of the position of the employee.

Eligible employees are also entitled to leave under the FLA in the following circumstances:

- Pregnant employees who work at a worksite that has fifty (50) or more employees within a seventy-five (75) mile radius of the pregnant woman's worksite are entitled to twelve (12) weeks of unpaid FLA leave in addition to pregnancy disability leave ordered by her health care provider;
- If an employee qualifies for the federal FMLA and the employee needs leave to care for a registered domestic partner with a serious health condition, the employee is entitled to up to twelve (12) weeks of unpaid FLA leave; and
- In certain limited circumstances where an employee has exhausted all or part of the employee's federal FMLA entitlement for military exigencies that are not covered under the FLA, the employee will still be entitled to FLA leave as the employee's FLA leave will not have run while the employee was on FMLA leave.

Employees can take family care and medical leave all at once, on an intermittent basis or on a reduced leave schedule.

Employees must provide at least thirty (30) days advance notice of the need for FLA leave for an expected birth or placement of a child, or as much notice as is practicable if FLA leave is taken for their own health conditions or the serious health conditions of their family members. The Company reserves the right to request medical certifications regarding the need for FLA leave. On return from FLA leave, the Company will restore employees to their prior positions, or equivalent positions with equivalent pay, benefits, and other terms and conditions of employment. In most cases, FLA leave runs concurrently with leave under the Family Medical Leave Act ("FMLA"), if applicable.

In the event two spouses or registered domestic partners work for the Company, the Company will only provide an aggregate of twelve (12) workweeks during any twelve (12) month period for leave taken (a) for the birth or placement of a healthy child, or (b) for a parent's serious health condition.

Employees taking FLA leave can continue, at the employee's expense, medical or dental insurance coverage. The premium paid by an employee for coverage while on family care or medical leave will not exceed 102% of the applicable premium for the leave period.

For purposes of this policy, the following definitions apply:

- "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is: (a) Under eighteen years of age; or (b) eighteen years of age or older and incapable of self-care because of a mental or physical disability;
- "Grandparent" means a parent of a parent of an employee;
- "Parent" means a biological or adoptive parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child;
- "Parent-in-law" means a parent of the spouse of an employee;

- “Spouse” means a husband or wife; and
- "Serious health condition" is an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential care facility or continuing treatment by a health-care provider.

FAMILY CARE LEAVE

In compliance with Washington's Family Care Act, employees may use available paid sick leave or paid vacation to care for a sick minor child with a routine illness, for a spouse, registered domestic partner, parent, parent-in-law or grandparent with a serious or emergency health condition or for a sick adult who is incapable of self-care because of a physical or mental disability. This leave applies only to paid leave that the employee has "earned" under a Company policy, and the Company will not advance such leave.

NO TIME OFF TO VOTE

Because Washington is a "vote by mail" state, the Company does not permit employees time off to vote on election days.

WAGE ASSIGNMENTS (GARNISHMENTS)

Except for a child support order, the Company may deduct an administrative fee of \$20.00 for the first payment and \$10.00 for any second payment. Washington law recognizes that a Company cannot discharge an employee for wage garnishment unless 3 or more wage garnishments are served for the same employee within 12 consecutive months. With respect to a child support order, the Company may deduct an administrative fee of \$10.00 for the first payment and \$1.00 for each subsequent payment, and the Company may deduct the fee from the remainder of the employee's earnings after withholding for support even if the remainder is exempt.

ACKNOWLEDGMENT AND RECEIPT OF EMPLOYEE HANDBOOK

I acknowledge that I have received and read a copy of the Riverbed Technology, Inc.'s (the "Company") Employee Handbook including the state addendums, and that I agree to observe its policies. I understand that the Handbook contains important information on the general employee guidelines of the Company. I understand that it is my responsibility to familiarize myself with the material in the Handbook and that I am governed by its contents. I further understand that, except for my status as an "at-will" employee, the Company may change, rescind, add to or revise any policies, benefits or practices described in the Handbook from time to time, in its sole and absolute discretion, with or without prior notice.

My signature below also acknowledges and certifies that I have received, read, and understand the Company's harassment policy and complaint procedure. I have familiarized myself with the policy and complaint procedure, and I understand and agree that abiding by this policy is required by the Company. I understand that I am required to immediately report any harassment, sexual or otherwise, to my supervisor, a manager within my chain of command, or a human resources representative.

I further acknowledges and certify by my signature below that I have received, read, and understand the Company's Electronic Communications Policy and that I expressly consent to the access and monitoring of my electronic files, messages, mail and internet use by the Company. I have familiarized myself with the Company's Electronic Communications Policy and I understand and agree that abiding by this policy is required by the Company.

Finally, I understand and acknowledge that my employment with the Company is for an unspecified duration and constitutes "at-will" employment. I acknowledge that this employment relationship may be terminated at any time, with or without cause, and with or without notice, at the option either of the Company or me. I also understand that the Company reserves the right to change hours, wages, working conditions and any other terms or conditions of employment, at any time. Only the Company's Chief Executive Officer ("CEO") has the authority to change this at-will agreement, to agree to employment for a specific period of time, or to make any agreement contrary to this at-will policy. Any such agreement must be an individual, written agreement specifically entered into for this purpose and signed by the CEO. This at-will agreement supersedes any previous agreements, statements or understandings to the contrary.

Employee's Signature _____

Employee's Name (Type or Print Name) _____

Date _____

RETURN THIS FORM TO HUMAN RESOURCES within 7 days of receipt either in person to HR staff or email to HRHelp@riverbed.com. This form will be placed in your employee file.