

This document sets forth the terms and conditions for Support and Maintenance Services for Hardware and Software covered by the End User's purchase of the Support and Maintenance Services for Network Policy Control (the "**Support Terms**").

**"Affiliate"** means, with respect to an entity, any other person or entity that now or in the future, directly or indirectly controls, is controlled with or by or is under common control with a party. For purposes of the foregoing, "control" shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interest, by contract or otherwise). For the purposes of these Support Terms, Procera Networks, Inc. is an Affiliate of Sandvine Corporation.

**"Agreement"** means the terms and conditions of the applicable agreement between End User and Sandvine.

**"Business Day"** means a weekday between Monday and Friday but shall not include a day designated as a holiday at the location of the applicable Sandvine or Affiliate offices, including provincial holidays in Ontario, state holidays in California and Delaware and/or national holidays in Canada, the United States of America and England.

**"Custom Software Module"** means a non-standard Software module, which may include a customized or bespoke Software module (or which may include the customization or modification of a Standard Software Module) to achieve certain desired functionality in an End User's network that is not made generally available by Sandvine to its customers.

**"Documentation"** means all instructions, manuals, Training Materials, and technical literature, including revisions thereto, for the use and maintenance of the Hardware and/or Software as provided by Sandvine under these Support Terms or the Agreement or otherwise generally provided by Sandvine to end users in connection with the Hardware and/or Software. Documentation excludes Third Party Items.

**"End User"** means the customer entity named on an applicable Purchase Order.

**"End User License Agreement"** means the terms and conditions applicable to the Software as specified at: <https://www.sandvine.com/legal>.

**"General Availability"** means the date a version of Software was first made available to be licensed by Sandvine customers.

**"Hardware"** means the Sandvine tangible, physical hardware equipment as may be ordered by End User from: (i) Sandvine directly; or (ii) a Sandvine-authorized reseller, where the Sandvine-authorized reseller has purchased it from Sandvine for resale to the End User. Hardware does not include any Sandvine software, documentation or any Third Party Items or any physical hardware equipment that is not manufactured by Sandvine or that is not purchased by Sandvine from an original equipment manufacturer ("**OEM**") and sold by Sandvine. Hardware may include OEM firmware and software, and any updates as provided by the OEM for the Hardware.

**“LTS Release”** means a long term support (“LTS”) release of Software which will be eligible for Support and Maintenance Services for two (2) years from General Availability and will be supported by Sandvine during this two (2) year period unless published otherwise by Sandvine on the Portal in Sandvine’s most current Sandvine Product Lifecycle document.

**“Maintenance Release”** is an interim Release version of any Software. Maintenance Releases will contain defect fixes only. A Maintenance Release will supersede the prior Maintenance Releases. For example, 22.20.05 will supersede 22.20.02.

**“Portal”** means Sandvine’s support portal located at: <https://community.sandvine.com>. The location, availability and functionality of the Portal is subject to change from time to time at Sandvine’s sole discretion. The Portal may include: (a) access to Software Releases, Documentation, knowledge-base articles and order tracking information; (b) the ability to enter support tickets; (c) notifications and information updates from Sandvine; and (d) the ability to request training and access.

**“Products”** means the Hardware, Software and/or Documentation that may be purchased or licensed by End User from Sandvine under the Agreement or from a Sandvine-authorized reseller.

**“Purchase Order”** means a written order issued by End User to Sandvine (or to a Sandvine-authorized reseller) for Hardware, Software and/or Support and Maintenance Services, but excluding any End User pre-printed or standard form purchase order terms and conditions.

**“Release”** means a commercially available version of Software.

**“RMA”** means Return Material Authorization.

**“Sandvine”** means the Sandvine entity named on the Sandvine quotation, which will be either Sandvine Corporation or an Affiliate of Sandvine Corporation.

**“Software”** means the Sandvine proprietary software including, without limitation, server software, client software, Software Modules and Cloud Software. Software includes updates and upgrades if any are provided to End User by Sandvine. No source code shall be provided hereunder. Software excludes any Third Party Items and, for the purpose of these Support and Maintenance Services, excludes Custom Software Modules.

**“Standard Software Module”** means a standard software module as may be made generally available by Sandvine from time to time to Sandvine’s customers but, for the purposes of these Support and Maintenance Services, not including any professional services provided by Sandvine.

**“Support and Maintenance Services”** means the support and maintenance services described in Section 1 of these Support Terms.

“**Supported Release**” means a Sandvine Software version that, according to Sandvine’s end of life policy, has not reached end of life status or been made obsolete by the General Availability of a software product.

“**Technical Release**” is an interim Release version of any Software. Technical Releases contain early access to new functionality and defect fixes. Technical Releases will supersede the prior Technical Releases. For example, 22.10.00 will supersede 22.02.00. If an issue is observed in the current Technical Release, a resolution may be made available in a later Technical Release based on the same LTS Release, or in a later LTS Release.

“**Third Party Items**” means End User, supplier, licensor or another third party: (i) software or software applications including, without limitation, commercially licensed software and open source software, (ii) content of any type including, without limitation, databases or lists, (iii) services including, without limitation, internet connectivity, systems, airtime services, wireless networks and non-Sandvine websites, and (iv) devices, network elements, servers, equipment and other hardware products.

## 1. **SUPPORT AND MAINTENANCE SERVICES**

Subject to Sandvine’s receipt of payment of the applicable support and maintenance fees, Sandvine shall provide the following support and maintenance services on the terms as set out herein (the “**Support and Maintenance Services**”) during the period indicated on the applicable Sandvine quotation or set out in the relevant Agreement between the parties (unless stated otherwise, Support and Maintenance Services commence on the date of delivery by Sandvine of the applicable Product to the earlier of: a Sandvine-authorized reseller, or the End User):

- 1.1 Technical Support. Sandvine shall provide Support and Maintenance Services for Hardware and/or Software to the End User in accordance with Schedule A.
- 1.2 Software Maintenance. On a when and if available basis and for the duration of the term of the applicable license or subscription term, or the term of Support and Maintenance Services, whichever is shorter, Sandvine shall make available to the End User at no cost all defect correction code, including interim releases, patches, and Software problem workarounds, for the Software, and all associated release note documentation and technical information.
- 1.3 Software Upgrades. On a when and if available basis and for the duration of the term of the applicable license or subscription term, or the term of Support and Maintenance Services, whichever is shorter, Sandvine shall provide to the End User Maintenance Releases for the Software in accordance with Schedule A.

Support and Maintenance Services may be provided to the End User by Sandvine and/or a Sandvine-authorized reseller.

If Support and Maintenance Services are reinstated for an End User in respect of a Product after a period of non-enrollment (which is not applicable for Subscription Software which is inclusive of the Support and Maintenance Services), all of the arrears of support and maintenance fees for the period of non-coverage through to the end of the reinstatement period shall be required to be paid to Sandvine.

Notwithstanding the foregoing, in the event of any conflict arising between these Support Terms and the terms and conditions inserted into a Sandvine Quotation by Sandvine or the Sandvine Affiliate, the terms and conditions inserted into the Sandvine quotation by Sandvine or the Sandvine Affiliate shall prevail to the extent of the inconsistency.

## **2. SUPPORT EXCLUSIONS**

2.1 The Support and Maintenance Services shall not apply to Third Party Items or Custom Software Modules or any professional services provided by Sandvine, or in the case of any defect, error or problem with the Hardware and Software arising from:

A. With respect to Hardware:

- i. Installation onto the Hardware by anyone other than Sandvine of any software that is not compatible with the specific Hardware in accordance with Sandvine Documentation.
- ii. Any software including, without limitation, any Sandvine or third party software or any updates or upgrades thereto (but excluding any Sandvine-approved firmware software updates that are provided by the OEM for the Hardware).
- iii. Physical modification to or servicing of the Hardware by anyone other than qualified Sandvine engineers or the engineers of the OEM who is contracted by Sandvine to provide support for the Hardware.
- iv. Operation or use of the Hardware outside of the specified operating environment conditions for the Hardware relating to heat, humidity, power supply, etc. as provided in the Sandvine's Documentation for the Hardware (including Sandvine's Hardware Installation Guide).
- v. Repair or damage from accident as a result of End User's negligence, operator error or omission, wear and tear, abuse, external electrical work, transportation, neglect or misuse, intentional damage, flood, fire, water, vandalism burglary, lightning, failure or fluctuation of electrical power, communication line failure, failure of foreign interconnect equipment, failure to follow the instructions provided by Sandvine for the Hardware, failure to perform preventative maintenance, or causes other than ordinary use.

- vi. Any other Third Party Items including any third party software, firmware, physical parts, components, products or accessories not supplied by Sandvine.
  - vii. Any Professional Services.
  - viii. Normal wear and tear.
  - ix. Hardware where the serial number, or another identifier, has been defaced or removed.
  - x. Hardware provided for non-commercial purposes including for trials, first office application (FOA), early access, beta, or for evaluation, testing or demonstration purposes.
- B. With respect to Software:
- i. Installation of or modifications, configurations, or maintenance to the Software by anyone other than qualified Sandvine software engineers.
  - ii. Installation, operation or use of the Software: (a) not in accordance with the Documentation, recommendations and instructions provided by Sandvine for the Software (including without limitation any hardware, infrastructure and networking recommendations); (b) in an application or operating environment not specified by Sandvine; (c) that is not a currently Supported Release; or (d) for purposes it is not designed to be used for by Sandvine.
  - iii. Failure to apply Software updates or upgrades provided by Sandvine.
  - iv. End User's negligence, error or omission, or abuse.
  - v. Hardware, Third Party Items, Custom Software Modules or any professional services provided by Sandvine.
- 2.2 Support and Maintenance Services do not include: (a) custom programming services; (b) training; (c) hardware and related supplies; (d) any support services provided at the End User's site; (e) any support for third party tools, operating systems, and products.
- 2.3 Sandvine is not responsible for any performance issues caused by:
- (a) the End User operating insufficient Sandvine products or services, or third party hardware, software or services;
  - (b) the End User operating with non-carrier-grade network infrastructure and/or cloud/virtual platforms;
  - (c) insufficient End User information security protocols; or

- (d) any failure by End User to update or upgrade any of the foregoing items, or due to changes in the End User's traffic parameters or application mixes.
- 2.4 For clarity, Sandvine is under no obligation to investigate any issues that Sandvine considers are:
- (i) not being caused by Sandvine's Software or Hardware; or
  - (ii) being caused by the End User's hardware, infrastructure or networking or another vendor of the End User.
- 2.5 If End User requests Sandvine to investigate such issues and Sandvine determines that the issues are not being caused by Sandvine's Software or Hardware and are being caused by the End User's hardware, infrastructure or networking or another vendor of the End User then Sandvine reserves the right to invoice the Sandvine authorized Reseller or the End User on a time and materials basis at Sandvine's then-current standard rates for such investigation.

### **3. SERVICES WARRANTY**

Sandvine warrants that the Support and Maintenance Services described herein shall be provided by appropriately trained personnel, in a competent and professional manner.

### **4. DISCLAIMER OF OTHER WARRANTIES**

EXCEPT FOR THE WARRANTIES CONTAINED IN THE AGREEMENT AND IN THESE SUPPORT TERMS, SANDVINE DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS IN RESPECT OF THE SUPPORT AND MAINTENANCE SERVICES PROVIDED HEREIN, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES IMPLIED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

If Sandvine, or anyone acting on behalf of Sandvine, provides any comments, statements and/or recommendations directly or indirectly to an End User or a Sandvine-authorized reseller regarding the volume, specification and/or configuration of hardware, software, products, services, bandwidth and/or other items that an End User should consider purchasing and/or using, such comments, statements and/or recommendations are provided for convenience only and are merely suggestions and shall not be considered as a warranty or guarantee provided by or on behalf of Sandvine. Notwithstanding anything to the contrary in this agreement or in any other agreement, or that any such comments, statements and/or recommendations are provided in any other document, purchase order or quotation, such comments, statements and/or recommendations by Sandvine shall not, at any time: (i) constitute advice, or a recommendation, warranty or guarantee, by or on behalf of Sandvine that the volume, specification and/or configuration of hardware, software, products, services, bandwidth and/or other items will satisfy

any of the End User's specifications, unique requirements and/or circumstances including, without limitation, with respect to the End User's budget, functional requirements, use case, policy customization, capacity requirements, compatibility requirements, subscriber base volume, subscriber demographics, data usage, data volumes, network infrastructure and network design ("**Circumstances**") at any point in time; or (ii) obligate Sandvine to provide any compensation to the End User or anyone else including, without limitation: (a) providing additional or alternative hardware, software, products, services, bandwidth and/or other items to or for the End User, the Sandvine-authorized reseller or anyone else at Sandvine's cost; or (b) paying any amount to or for the End User, the Sandvine-authorized reseller or anyone else in relation to any hardware, software, products, services, bandwidth and/or other items purchased or used by the End User whether based on Sandvine's comments, suggestions and/or recommendations or otherwise. Sandvine shall have no responsibility or liability for any statements, comments and/or recommendations made by anyone else whether purportedly by or on behalf of Sandvine or otherwise.

## **5. TERMINATION**

5.1 Either party may terminate the Support and Maintenance Services if:

- (a) The other party breaches any material term of these Support Terms or the Agreement and fails to remedy such breach within thirty (30) days of receiving notice to do so by the non-defaulting party;
- (b) The terminating party provides at least sixty (60) days' notice of its intention not to renew the Support and Maintenance Services prior to the annual renewal date for such services;
- (c) Any proceeding in bankruptcy, receivership, liquidation, or insolvency is commenced against the other party or its property, and the same is not dismissed within thirty (30) days; or
- (d) The other party makes any assignment for the benefit of its creditors, ceases to do business as a going concern, or seeks any arrangement or compromise with its creditors under any statute or otherwise.

5.2 Without any liability to Sandvine, Sandvine may, at Sandvine's sole discretion, terminate an End User License Agreement, these Support Terms, the Agreement or another agreement pursuant to which Sandvine directly or indirectly provides an End User with any assistance, support, maintenance, upgrades or updates to any Products, or any part thereof, if the End User fails to: (a) pay all fees for the Products and services; or (b) comply with any part of the End User License Agreement (including but not limited to Section 5 (License Conditions), or Section 15 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights), or Section 18 (Code of Conduct) of the End User License Agreement), the Agreement or these Support Terms.



**6. SUPPORT AND MAINTENANCE SERVICES RENEWAL.**

For each renewal to Support and Maintenance Services, the applicable Support and Maintenance Services fee for the renewal period shall increase by a minimum of the greater of CPI and three percent (3%). “CPI” means the latest published percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), United States at the time of the renewal.



**SCHEDULE A****DESCRIPTION OF SUPPORT AND MAINTENANCE SERVICES – NETWORK POLICY CONTROL****1. SUPPORT AND MAINTENANCE SERVICES**

To permit Sandvine to provide the Support and Maintenance Services described herein, the End User shall, on a best efforts basis, provide Sandvine with remote, encrypted, secure access to a small, representative sample of End User's installed Hardware and/or Software, as determined by Sandvine and the End User acting reasonably.

Sandvine shall provide the following Support and Maintenance Services for Network Policy Control to the End User in respect of Supported Releases:

- (a) Sandvine will provide End User with Support and Maintenance Services by way of the Sandvine web-based services for the Hardware and Software covered by the End User's purchase of the Support and Maintenance Services. Such web-based services may include incident tracking, technical bulletins, flash alerts, white papers, and a diagnosis and problem resolution database, which are generally available by Sandvine to end users who pay for the Support and Maintenance Services. Sandvine reserves the right to modify the web-based services, from time to time, with or without notice.
- (b) Sandvine will use reasonable efforts to provide Support and Maintenance Services for Hardware and Software via the web, email, and telephone. Email, web, and telephonic support will be available twenty-four (24) hours a day, seven (7) days a week to assist End User with general information regarding the configuration, installation, and use of the Hardware and Software.
- (c) Support Tiers.

Tier-1 Support – (provided by Sandvine-authorized reseller if applicable)

- First technical support tier
- Submits and escalates issues to next tier as required

Tier-2 Support – (provided by Sandvine)

- Second technical support tier
- RMA management
- Escalated support
- Opens bugs with Sandvine's engineering organization

Tier-3 Support

- Sandvine's engineering organization

- (d) Sandvine will endeavor to notify End User of the availability of each Maintenance Release when generally available. End User should copy and install the release on any device for which End User is licensed to use the Software.
- (e) Sandvine will provide an email address that will allow End User to create a case with Sandvine by submitting an email using that email address. Each case shall be assigned a number for tracking and resolution purposes.
- (f) Sandvine will provide next Business Day shipments for RMAs, provided Sandvine’s RMA policy is followed. Sandvine will not be responsible for any Hardware returned without proper documentation, including a Sandvine-issued RMA number.
- (g) Sandvine will provide signature updates to identify Internet traffic as a subscription service subject to separate fees which provides remote updates and management for Software to help protect End User’s network against the most current threats.
- (h) Sandvine will record and track reported issues regarding the Hardware and Software, in a manner consistent with Sandvine’s then-current practices.
- (i) Sandvine will address errors in unaltered versions of the Supported Release based on the following severity definitions and target times:

Severity Definitions

| <b>Severity</b>       | <b>Definitions</b>  |
|-----------------------|---|
| Severity 1 - Critical | Total or substantial subscriber or End User critical business impact due to Hardware and/or Software functionality being inoperative.   |
| Severity 2 - Major    | A high subscriber or End User major business impact due to Hardware and/or Software functionality being degraded.   |
| Severity 3 - Minor    | A low subscriber or End User minor business impact due to Hardware and/or Software performance degradation.   |
| Severity 4 - Low      | No business impact. The issue consists of "how-to" questions including issues related to one or multiple modules, installation and configuration inquiries, and/or documentation questions.   |
| Proactive             | End User is doing work on Hardware and/or Software and should alert Sandvine of the activity at minimum 48 hours prior with a method of procedure included. This is so that Sandvine has time to review and understand the changes in the event that the End User runs into any issues and would require support. |

Target Times

The response targets in the table below are for Supported Releases only. Support on unsupported releases will be limited to reasonable efforts.

| <b>Service Type</b>  | <b>Severity 1</b> | <b>Severity 2</b> | <b>Severity 3</b> | <b>Severity 4</b> |
|--|-------------------|-------------------|-------------------|-------------------|
| <u>First Response</u><br><br>Time for Sandvine engineer to pick-up and start working case.                 | 30 mins           | 30 mins           | 30 mins           | 30 mins           |
| <u>Restore</u><br><br>Typically provide a work around or a patch for the issue or clearing of the problem. | 4 hours           | 12 hours          | N/A               | N/A               |
| <u>Resolve</u><br><br>Typically provide a Supported Release.   | 90 days           | 90 days           | 90 days           | 90 days           |

Notes:

1. Sandvine will continuously work with End User in a Severity 1 situation until a work around or a patch for the issue is provided or Sandvine clears the problem. For Severity 1 issues: a Root Cause Analysis (RCA) document will be created upon request only once the cause has been identified and then Sandvine has 5 business days to provide the completed RCA document. If a report is required prior to the RCA due to the cause not yet determined by Sandvine, then an Incident Report can be created from the time of that request and provided in 3 business days.
2. If the 12-hour restore period is extended in a Severity 2 situation, Sandvine will use reasonable efforts to work with End User until a work around or a patch for the issue is provided or Sandvine clears the problem.
3. Subject to Note 4 below, Sandvine typically releases an updated Supported Release that resolves the Software issue within 90 days of a Severity 1, 2, 3, or 4 issue.
4. Sandvine has no obligation to correct any issue in any version of the Supported Release that has been modified by End User or any third party, or to correct defects

or errors in the Software that only minimally reduce the efficiency, operation, or ease of use of the Software.

## 2. SOFTWARE RELEASES.

Sandvine will publish the availability of each Supported Release when generally available on the Portal. End Users should install the Supported Release on any device for which the End User is licensed to use the Software.

Installation of a Maintenance Release does not extend the lifetime of the related LTS Release under Sandvine's end of life policy. Sandvine will include the latest defect fixes with the latest LTS Release. For the End User to receive the expected level of Support and Maintenance Services, the End User must apply the latest Maintenance Releases to the Supported Release.

Sandvine will also announce the last time buy dates to permit End User to purchase licenses to the Software that is subject to the last time buy announcement. After the last time buy date passes, Sandvine: (a) may make available Maintenance Releases; (b) will make available signature updates to identify Internet traffic for such Supported Release as a subscription service subject to separate fees; and (c) advises the traffic classification may degrade for some applications after the last time buy date and notes that the ability to maintain similar levels of traffic identification, classification and byte count accuracy may be affected due to unforeseen changes in the internet post last time buy date.

For Sandvine signature updates to identify Internet traffic and integrated third-party intelligent lists or feeds ("**Lists**"), Sandvine will provide regular updates based on the specific List requirements. Sandvine reserves the right not to renew the subscription, or the Support and Maintenance Services, for the List at its sole discretion.

Sandvine will address errors in unaltered versions of the Supported Release based on the Severity Definitions and Target Times set out above.

## 3. SOFTWARE MAINTENANCE SERVICES

3.1 If Software is licensed by the End User for a fixed term period and the End User does not: (a) purchase Support and Maintenance Services for the Software during that fixed term period, or (b) renew the Support and Maintenance Services agreement for the Software during that fixed term period, the End User shall be entitled to continue to use the last installed version of the Software only, and Sandvine shall have no obligation to provide any Support and Maintenance Services, assistance, support, maintenance, upgrades or updates to the End User for that Software.

3.2 Unless otherwise required by Sandvine, where Software is licensed perpetually by the End User and the End User:

- (a) purchases Support and Maintenance Services for the Software for a fixed term period, the End User shall be entitled to Support and Maintenance Services for the Software and may install and use new versions of the licensed Software (if any) that are released by Sandvine during that fixed term period; and
- (b) does not purchase Support and Maintenance Services for the Software for a fixed term period, or if the fixed term period has expired, the End User shall be entitled to continue to use the last installed version of the Software only, and Sandvine shall have no obligation to provide any Support and Maintenance Services, assistance, support, maintenance, upgrades or updates to the End User for that Software.

The End User may choose to purchase Support and Maintenance Services for the installed Release version of the licensed Software up until Sandvine declares the end of support for the installed version of the licensed Software in order to receive Support and Maintenance Services for the Software, however the End User will not be entitled to any new Releases. After the expiry of any Support and Maintenance Services agreement for the installed Release version of the licensed Software, the End User shall be entitled to continue to use the last installed Release version of the licensed Software only, and Sandvine shall have no obligation to provide any Support and Maintenance Services, assistance, support, maintenance, upgrades or updates to the End User for that Software.

Sandvine shall have no obligation under this Agreement, the End User License Agreement, these Support Terms, the Agreement or any other agreement or documentation (including under any Support and Maintenance Services agreement) to directly or indirectly provide an End User with any assistance, support, maintenance, upgrades or updates to any Software, or any part thereof, if the End User fails to pay all fees for the Products or any Support and Maintenance Services or fails to comply with any part of the End User License Agreement (including but not limited to Section 5 (License Conditions), or Section 15 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights), or Section 18 (Code of Conduct) of the End User License Agreement), the Agreement or these Support Terms.

#### 4. SOFTWARE END OF LIFE.

End User agrees to only use a Supported Release of the Software. Once two (2) years passes from the General Availability of a Supported Release of the Software, the Supported Release will automatically be end of life software, unless published otherwise by Sandvine located on the Portal from the Documentation Library which includes the most current Sandvine Product Lifecycle – Software End of Life Record information.

Notwithstanding any Support and Maintenance Services agreements that may be in place, and provided that the End User has purchased Support and Maintenance Services for the Software for the continuous period from its acquisition of the first license to the Software through to the date of discontinuation, Sandvine will continue to make available Support and Maintenance Services

in respect of a discontinued Supported Release of Software for a period of two (2) years from the date of General Availability and thereafter Sandvine's only Support and Maintenance Services obligations on end of life Software is to provide reasonable efforts on Severity 1 – Critical system restoration issues only provided that: (i) the End User makes a written request to Sandvine and (ii) Sandvine approves such request, which approval may be conditional upon the End User agreeing to pay an additional surcharge fee.

Sandvine reserves the right to not renew a Support and Maintenance Services agreement for Software that has been subject to an end-of-life announcement.

#### 5. HARDWARE END OF LIFE.

Sandvine reserves the right not to renew a Support and Maintenance Services agreement for Hardware that has been subject to an end-of-life announcement. Sandvine will provide a minimum of ninety (90) days advance notice (which may be by email, or via the Portal, or as otherwise reasonably determined by Sandvine), or the notice as required by law, prior to discontinuing any Hardware in accordance with Sandvine's end-of-life policy. Sandvine will also announce last time buy dates for Hardware to permit End User to purchase (while quantities last) the Hardware is subject to the last time buy announcement.

#### 6. HARDWARE REPLACEMENT.

Sandvine may elect to replace defective or damaged Hardware, parts, components, or software under warranty with Hardware, parts, components, or software that are new, like-new, and/or equivalent in form, fit, and function to the returned Hardware. All replaced Hardware, parts, components, and software recovered by Sandvine will become the property of Sandvine upon replacement.

Sandvine will repair or exchange Hardware for End User, based upon the entitlement type, as described below. The applicable charge for repair or replacement of Hardware not under warranty shall be at Sandvine's standard rates.

#### Entitlement Types:

- (a) Warranty-only Hardware – Will receive return to factory repair or replacement, not advance replacement.
- (b) Hardware covered by Support and Maintenance Services – Will receive advance replacement of warranted Hardware, per the tier of Support and Maintenance Services purchased.
- (c) Hardware covered by Support and Maintenance Services with extended Hardware warranty - Will receive advance replacement of extended warranted Hardware, per the tier of Support and Maintenance Services purchased.

- (d) Hardware expired warranty and Hardware not covered by Support and Maintenance Services – Will receive return to factory repair or replacement, not advance replacement, and will be charged for the replacement or repair plus transportation related charges. There is also a repair diagnostic fee to determine what the repair fee would be, prior to repair.

Advance Shipping Cut-Off Time. If RMA requests are received and Hardware diagnosis has been determined by 12 noon PST or EST, for Hardware covered by Support and Maintenance Services, the Hardware will ship within the next Business Day.



**SCHEDULE B****REPAIR PROCEDURES**

Upon receipt of a material return request for defective or damaged Hardware in compliance with Sandvine's RMA policy, Sandvine will ship the replacement Hardware or part(s) from the United States of America or Waterloo, Ontario Canada on an exchange basis within the next Business Day. For clarification, RMA service is subject to a determination by Sandvine that the alleged malfunction is caused by a Hardware failure. Cutoff for next business day receipt of RMA is at 12pm, in the time zone where the distribution facilities are located. Sandvine is not responsible for transportation or custom delays and End User will be charged for transportation or customs delays and End User will be charged for transportation related charges and any imposed import duty or similar importation tax.

Sandvine reserves the right to invoice the End User for repair services if no problem is found or the defect was not caused by Sandvine. The applicable charge shall be at Sandvine's standard rates.

Sandvine will invoice End User an amount equal to the applicable list price for the replacement Hardware or part(s) if Sandvine does not receive the defective or damaged Hardware or part(s) from End User within ten (10) Business Days after Sandvine ships the replacement Hardware or part(s) to End User. The charge to the End User for repair or replacement of Hardware not under warranty shall be at Sandvine's then-standard rates and may include transportation related charges and import duty or similar importation tax, if applicable.

If Sandvine is not able to repair a defect in a Hardware product within the time periods specified in Schedule A, the End User's sole and exclusive remedy shall be to have the defective Hardware repaired or replaced at Sandvine's option in accordance with the Repair Procedures set out in this Schedule B.