

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

## 1. DEFINITIONS

**"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 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 Software. Documentation excludes Third Party Items.

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

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

**"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 from the Documentation Library where Sandvine's most current Sandvine Product Lifecycle – Software End of Life Record information is documented.

**"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.

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

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

**“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 2 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.

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 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 to the End User on the terms as set out herein and in accordance with Schedule A for Software (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 of the applicable Software to the earlier of: a Sandvine-authorized reseller, or the End User).

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 the End User's installed Software as determined by Sandvine and the End User acting reasonably.

Sandvine will use reasonable efforts to provide the following Support and Maintenance Services to the End User for the Software covered by the End User's purchase of the Support and Maintenance Services:

- (a) Email, web, and telephonic support will be available twenty-four (24) hours a day, seven (7) days a week to assist the End User with general information regarding the configuration, installation, and use of the Software.
- (b) Web-based support services may include incident tracking, technical bulletins, flash alerts, white papers, and a diagnosis and problem resolution database. Sandvine reserves the right to modify the web-based services, from time to time, with or without notice.
- (c) On-site support may be provided at the sole discretion of Sandvine to mitigate and resolve Severity 1 - Critical situations that cannot be resolved by Sandvine remotely.
- (d) When End Users have technical issues involving Software and a third party vendor, Sandvine will be the single point of contact for the End User and will collaborate with the third party vendors to investigate the support request. The End User must have a valid contract with the applicable third party vendor and Sandvine will seek support from the third party vendor as permitted by the End User's agreement with the applicable third party vendor.
- (e) Sandvine will record and track reported issues regarding the Software in a manner consistent with Sandvine's then-current practices.

- (f) Sandvine will provide an email address that will allow the 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.

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 Software after a period of non-enrollment (which is not applicable for Subscription Software), 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.

**3. SUPPORT TIERS**

Tier-1 Support – (provided by Sandvine, or a 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
- Escalated support
- Opens bugs with Sandvine’s engineering organization

Tier-3 Support

- Sandvine’s engineering organization

**4. SEVERITY DEFINITIONS**

<b>Severity</b>	<b>Definitions</b>
Severity 1 - Critical	Total or substantial subscriber or End User critical business impact due to Software functionality being inoperative.
Severity 2 - Major	A high subscriber or End User major business impact due to Software functionality being degraded.
Severity 3 - Minor	A low subscriber or End User minor business impact due to 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 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.
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## 5. SERVICES WARRANTY

Sandvine warrants that the Support and Maintenance Services described herein shall be provided in a competent and professional manner.

## 6. 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.

## **7. 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.

## **8. TERMINATION.**

8.1 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.

8.2 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.

## SCHEDULE A

## DESCRIPTION OF SUPPORT AND MAINTENANCE SERVICES

1. SOFTWARE SUPPORT EXCLUSIONS.
  - 1.1. The Support and Maintenance Services shall only apply in the case of any defect, error or problem with Software as delivered by Sandvine and shall not apply to any defect, error or problem arising from:
    - (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.
  - 1.2. Support and Maintenance Services do not include: (i) custom programming services; (ii) training; (iii) hardware and related supplies; (iv) any support services provided at the End User's site; or (v) any support for hardware, other software, third party tools, operating systems and products.
  - 1.3. Sandvine is not responsible for any Software performance issues caused by:
    - (i) the End User operating insufficient Sandvine products or services, or third party hardware, software or services;
    - (ii) the End User operating with non-carrier-grade network infrastructure and/or cloud/virtual platforms;
    - (iii) insufficient End User information security protocols; or
    - (iv) any failure by the 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.
  - 1.4. For clarity, Sandvine is under no obligation to investigate any issues that Sandvine considers are:
    - (i) not being caused by the Software or any Sandvine hardware; or



- (ii) being caused by the End User’s hardware, infrastructure or networking or another vendor of the End User.

If End User requests Sandvine to investigate such issues and Sandvine determines that the issues are not being caused by the Software or any Sandvine 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 End User on a time and materials basis at Sandvine’s then-current standard rates for such investigation.

2. **SOFTWARE SUPPORT TARGET TIMES.** The response targets in the table below are for Supported Releases covered by the End User’s purchase of the Support and Maintenance Services 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>  Time for Sandvine engineer to pick-up and start working case.	30 mins	30 mins	30 mins	30 mins
<u>Restore</u>  The Software is restored to being operative, or there is a work around or a patch for the issue.	4 hours	12 hours	N/A	N/A
<u>Resolve</u>  The situation is resolved or a Supported Release is provided that resolves the issue.	90 days	90 days	90 days	90 days

Notes:

- Sandvine will continuously work with End User in a Severity 1 – Critical situation until a work around or a patch for the issue is provided or Sandvine clears the problem. For Severity 1 – Critical 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.
- If the 12-hour restore period is extended in a Severity 2 – Major 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.



- 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.
  - 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.
3. **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.

Sandvine reserves the right to discontinue the licensing of, or otherwise render or treat as obsolete, any or all of the Software covered by this Agreement. 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.

4. **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 below.

## 5. SOFTWARE MAINTENANCE SERVICES

- 5.1. 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.
- 5.2. Software Upgrades. Unless otherwise required by Sandvine, 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 this Schedule A.

## 6. EXPIRY OF SOFTWARE SUPPORT AND MAINTENANCE SERVICES

- 6.1. 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.
- 6.2. Unless otherwise required by Sandvine, where Software is licensed perpetually by the End User and the End User:
  - (i) 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

- (ii) 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.

6.3. For clarity, at the expiry of the subscription term for Subscription Software, the End User shall remove all copies and installations of the Subscription Software and immediately cease using the Subscription Software.

7. **ADD-ONS TO SUPPORT AND MAINTENANCE SERVICES.** This provision sets out the additional terms and conditions applicable to add-on services to Sandvine's standard Support and Maintenance Services.

7.1. **Assigned Customer Success Support Engineer.** If End User elects to purchase an Assigned Customer Success Support Engineer, then End User shall have access to a shared Sandvine Customer Success Support Engineer during local business hours, between the hours of 8:00 am and 5:00 pm, to assist with any support issues that may arise.

In addition, End User will receive automatic updates for all support issues that occur outside of these hours. The Sandvine Customer Success Support Engineer will be responsible for:

- (i) Running quarterly operational checks to validate environmental health and configuration;
- (ii) Proactively reviewing the vital signs and statistics of End User's deployment of Software;
- (iii) Sandvine Software Updates Deployment Service. Sandvine shall assist End User with the deployment of the first node deployment of an LTS Release or Major Release of Software;
- (iv) Loadable Traffic Identification Package ("**LTIP**") and Datastream Recognition Definition Language ("**DRDL**") Deployment. Sandvine shall assist End User with the deployment of new LTIP or DRDL Signatures; and

- (v) Expedited Access to Sandvine Engineering. Access to Sandvine's engineering organization to ensure that Software fixes and workarounds are provided as quickly and effectively as possible.

7.2. **Assigned Customer Success Manager.** If the End User elects to purchase an Assigned Customer Success Manager, End User shall have access to a shared Sandvine Customer Success Manager to act as a single point of contact for all Support and Maintenance Services. The Sandvine Customer Success Manager will be responsible for:

- (i) Planning of upgrades, maintenance windows, adds, moves, changes, and professional services;
- (ii) Facilitating any network remediation requirements;
- (iii) Scheduling and coordination of any End User training requirements for Products;
- (iv) Providing regular reporting on items such as open issues, case trends, network planning, agreed upon metrics, and tactical or strategic network improvements; and
- (v) Acting as an End User escalation point for post-sales related issues.