

SANDVINE SUPPORT TERMS HARDWARE

This document sets forth the terms and conditions for Support and Maintenance Services for Hardware 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.

"Documentation" means all instructions, manuals, Training Materials, and technical literature, including revisions thereto, for the use and maintenance of the Hardware 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. Documentation excludes Third Party Items.

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

"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.

"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 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.



SANDVINE SUPPORT TERMS HARDWARE

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

“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.

“Support and Maintenance Services” means the support and maintenance services described in Section 2 of these Support Terms.

“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.

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 Hardware (the **“Support and Maintenance Services”**) during the period indicated on the applicable Sandvine quotation or set out in the relevant Agreement between the parties.

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 Hardware 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 Hardware 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 End User with general information regarding the configuration, installation, and use of the Hardware.
- (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.

SANDVINE SUPPORT TERMS HARDWARE

- (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 Hardware 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 Hardware 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 Hardware after a period of non-enrollment, 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

Severity	Definitions
Severity 1 - Critical	Total or substantial subscriber or End User critical business impact due to Hardware functionality being inoperative.
Severity 2 - Major	A high subscriber or End User major business impact due to Hardware functionality being degraded.
Severity 3 - Minor	A low subscriber or End User minor business impact due to Hardware 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 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.

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

SANDVINE SUPPORT TERMS HARDWARE

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

SANDVINE SUPPORT TERMS HARDWARE

- (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. HARDWARE SUPPORT EXCLUSIONS.**

1.1 The Support and Maintenance Services shall only apply in the case of any defect, error or problem with the Hardware as delivered by Sandvine and shall not apply to any defect, error or problem arising from:

- (a) 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.
- (b) 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).
- (c) 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.
- (d) 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).
- (e) 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.
- (f) Any other Third Party Items including any third party software, firmware, physical parts, components, products or accessories not supplied by Sandvine.
- (g) Any Professional Services.
- (h) Normal wear and tear.
- (i) Hardware where the serial number, or another identifier, has been defaced or removed.

SANDVINE SUPPORT TERMS HARDWARE

- (j) Hardware provided for non-commercial purposes including for trials, first office application (FOA), early access, beta, or for evaluation, testing or demonstration purposes.
- 1.2 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 any other software, tools, firmware, operating systems and products.
- 1.3 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 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:
 - (a) not being caused by the Hardware or any Sandvine software; or
 - (b) 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 Hardware or any Sandvine software 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. HARDWARE SUPPORT TARGET TIMES.

The response targets in the table below are for the Hardware covered by the End User's purchase of the Support and Maintenance Services only.

SANDVINE SUPPORT TERMS HARDWARE

Service Type	Severity 1	Severity 2	Severity 3	Severity 4
<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 system is restored to being functional or an RMA is issued if deemed to be a Hardware failure.	12 hours	24 hours	10 days	10 days
<u>Resolve</u> The situation is resolved by determining repair/replacement (based on receipt of unit at Sandvine) and when the RMA is completed.	45 days	45 days	60 days	60 days

3. **HARDWARE END OF LIFE.** Sandvine reserves the right to not 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 the 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.
4. **HARDWARE REPLACEMENT.** Sandvine may elect to replace defective or damaged Hardware, parts or components under warranty with Hardware, parts or components that are new, like-new, and/or equivalent in form, fit, and function to the returned Hardware. All replaced Hardware, parts or components 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 then-current standard rates and may include transportation related charges and import duty or similar importation tax, if applicable.

Entitlement Types:

- (a) Warranty-only Hardware – Will receive return to factory repair or replacement, not advance replacement.

SANDVINE SUPPORT TERMS HARDWARE

- (b) Hardware covered by Support and Maintenance Services – Will receive advance replacement of Hardware under standard warranty.
- (c) Hardware covered by Support and Maintenance Services with extended Hardware warranty – Will receive advance replacement of Hardware under an extended warranty.
- (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.

- 5. **ADVANCE HARDWARE REPLACEMENT CONDITIONS.** The provision of any advance replacements by Sandvine is strictly conditional upon the prompt return of the defective warranted Hardware unit to Sandvine. If Sandvine does not receive the warranted Hardware after ten (10) Business Days, Sandvine: (a) will invoice the End User an amount equal to the applicable list price for the advance replacement and End User shall pay such invoice; and (b) will be under no obligation to provide any further advance replacements to End User regardless of the tier of Support and Maintenance Services purchased by End User and End User waives any entitlements thereto.
- 6. **HARDWARE 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. Sandvine will not be responsible for any Hardware returned without proper documentation, including a Sandvine-issued RMA number.

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



SANDVINE SUPPORT TERMS HARDWARE

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.

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 these Repair Procedures.