

Please read this End User License Agreement (“**Agreement**”) carefully before using any Sandvine product. This Agreement sets forth the terms and conditions controlling End User’s right to use and the manner of use of Sandvine products.

1. Use Constitutes Acceptance. BY ACCESSING, USING OR KEEPING ANY PRODUCT, OR BY DOWNLOADING OR INSTALLING ANY SOFTWARE, END USER ACKNOWLEDGES THAT END USER HAS READ, UNDERSTOOD AND ACCEPTS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT ALL TERMS AND CONDITIONS, DO NOT INSTALL, ACCESS AND/OR USE THE PRODUCT AND PROMPTLY RETURN IT UNUSED TO THE COMPANY FROM WHICH YOU BOUGHT THE PRODUCT.

2. Definitions.

- (i) “**Affiliates**” means any entity directly or indirectly controlling, controlled by or under common control with Sandvine.
- (ii) “**Cloud Software**” means Software identified in writing by Sandvine as being Cloud Software and currently includes but is not limited to the following Sandvine Cloud Services Policy Controller software offerings: (i) Sandvine View™, (ii) Sandvine Control™, and (iii) Sandvine Protect™.
- (iii) “**Device**” means a: (a) Hardware unit, or (b) third party device, hardware or network element (which, for clarity, is a Third Party Item).
- (iv) “**Documentation**” means the documentation portion of the Product in electronic, printed, or other form that accompanies or is otherwise available to provide information about installation, operation, and use of the Product (including, but not limited to, relating to Software Modules and any Standard Services or Custom Services). Documentation excludes any Third Party Items.
- (v) “**End User**” means the end user that acquires or receives final delivery of the Product.
- (vi) “**End User Support Terms**” means Sandvine’s then-current terms and conditions which can be found at www.sandvine.com/legal and applicable to the level of Support and Maintenance Services specified in a purchase order.
- (vii) “**General Availability**” means the date a version of Software was first made available to be licensed by Sandvine customers.
- (viii) “**Hardware**” means the Sandvine hardware portion of the Product in the configuration as provided by Sandvine. Hardware excludes any Third Party Items.
- (ix) “**Products**” includes Hardware, Software and Documentation.
- (x) “**Release**” means a commercially available version of Software.
- (xi) “**Sandvine**” means Sandvine Corporation and Sandvine Holdings UK Limited.
- (xii) “**Software**” means 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. Software excludes any Third Party Items and Lists.
- (xiii) “**Software Module**” means either:
 - a. a standard Software module as may be made generally available by Sandvine from time to time to Sandvine’s customers (“**Standard Software Module**”); or
 - b. a non-standard Software module, which may include a customized or bespoke Software module (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 (“**Custom Software Module**”);

For clarity, Software Modules (including Custom Software Modules provided for the End User) are Sandvine’s, and not the End Users, intellectual property.

- (xiv) “**Subscribers**” shall mean either in a:

- a. wireless internet service provider network, the number of Active Subscribers, where “**Active Subscribers**” means the peak number of unique subscribers that are actively accessing the network during a sixty (60) minute period. The level of Active Subscribers is measured by determining the 95th percentile of the seven hundred and twenty (720) one hour unique Subscriber count during the preceding thirty (30) day period; and
 - b. wireline internet service provider network, the number of Provisioned Subscribers, where “**Provisioned Subscribers**” means each unique subscriber with provisioned access to the wireline network who have generated traffic on the network during the preceding thirty (30) day period from the point of measurement.
- (xv) “**Support and Maintenance Services**” means the support and maintenance services for Products purchased by the End User to the extent applicable as identified in, and subject to, the End User Support Terms.
- (xvi) “**Supported Release**” means the current version Release of any Software and the two (2) immediately preceding version Releases of that Software, whether such Releases are Major or Minor Releases where a “Major Release” is designated by the number to the left of a decimal point (e.g. x.1) and a “Minor Release” is designated by the number to the right of a decimal point (e.g. 1.x).
- (xvii) “**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, Lists, (iii) services including, without limitation, internet connectivity, systems, airtime services, wireless networks, network bandwidth, network connection and quality, and non-Sandvine websites, and (iv) devices, network elements, servers, equipment, disk space, memory, central processing units, and other hardware products.
- 3. Grant of Licenses.** Unless explicitly stated otherwise, subject to End User’s payment of all applicable fees, Software provided to End User by Sandvine, together with the generally available Documentation, is licensed to End User subject to one of the following types of non-exclusive and non-transferable (except as otherwise expressly permitted herein) license:
- (i) **Per Device Licensing.** Where the Software is subject to a license fee that is calculated per Device (as set out in Sandvine’s quotation), such Software shall be deemed to be subject to a “Per Device License”. A Per Device License permits End User to use the Software on the specified Device on which such Software is first installed (whether pre-installed at the time of delivery or subsequently installed upon such Device as part of a field installation or remote upgrade). The Per-Device License is granted only for a unique and specific configuration, where such configuration can include specific host IP addresses, amounts of bandwidth or number of customers. The Software license grant shall be one (1) year, unless another license term is expressly set out in Sandvine’s quotation.

Per Device Licenses cannot be transferred to any: (a) other Device, or (b) network function virtualization deployment, or (c) third party including, without limitation, End User’s affiliates or subsidiaries, except to the extent permitted under Section 8 (General Transferability Rights of Licenses).
 - (ii) **Per Subscriber Licensing.** Where the Software is subject to a license fee that is calculated per subscriber, or based on a specified block of subscribers (as set out in Sandvine’s quotation), such Software shall be deemed to be subject to a “Per Subscriber License”. A Per Subscriber License permits End User to use the Software in connection with the delivery of the functionality enabled by the Software to up to the specified number of Subscribers (as defined below) covered by the applicable license fee. The Software license grant shall be one (1) year, unless another license term is expressly set out in Sandvine’s quotation.

Provided that End User is enrolled for Support and Maintenance Services coverage in respect of the Software, a Per Subscriber License shall be transferable between Devices, subject to the following: (a) transfers may only occur within End User’s own network and Per Subscriber Licenses cannot be transferred to any third party including, without limitation, End User’s affiliates or subsidiaries, except to the extent permitted under Section 8 (General Transferability Rights of Licenses); (b) licenses covering specified block numbers of

Subscribers must be transferred in whole and may not be broken down into smaller blocks or units; and (c) licenses can only be transferred between Devices that operate on the same base platform operating system and architecture. Per Subscriber Licenses cannot be transferred to a network function virtualization deployment. The transferability of a Per Subscriber License as permitted hereunder does not grant or create any right of exchange in favor of any future version of Software required to operate on a different base platform operating system or different architecture.

- (iii) **Per Bandwidth Licensing.** Where the Software is subject to a license fee that is calculated per bandwidth, or based on a specified amount of bandwidth (as set out in Sandvine's quotation), such Software shall be deemed to be subject to a "Per Bandwidth License". A Per Bandwidth License permits End User to use the Software in connection with the delivery of the functionality enabled by the Software to up to the specified amount of bandwidth covered by the applicable license fee. The Software license grant shall be one (1) year, unless another license term is expressly set out in Sandvine's quotation.

Provided that End User is enrolled for Support and Maintenance Services coverage in respect of the Software, a Per Bandwidth License shall be transferable between Devices, subject to the following: (a) transfers may only occur within End User's own network and Per Bandwidth Licenses cannot be transferred to any third party including, without limitation, End User's affiliates or subsidiaries, except to the extent permitted under Section 8 (General Transferability Rights of Licenses); (b) licenses covering specified amounts of bandwidth must be transferred in whole and may not be broken down into smaller blocks or units of bandwidth; and (c) licenses can only be transferred between Devices that operate on the same base platform operating system and architecture. Per Bandwidth Licenses cannot be transferred to a network function virtualization deployment. The transferability of a Per Bandwidth License as permitted hereunder does not grant or create any right of exchange in favor of any future version of Software required to operate on a different base platform operating system or different architecture.

- (iv) **Per Virtual CPU Licensing.** Where the Software is subject to a license fee that is calculated per virtual central processing unit ("CPU") (as set out in Sandvine's quotation), such Software shall be deemed to be subject to a "Per Virtual CPU License". A Per Virtual CPU License permits End User to use such Software on that number of virtual CPUs and where each such Software is coupled with another Software license, End User shall pay the applicable license fees. The Software license grant for Per Virtual CPU Licensing shall be one (1) year, unless another license term is expressly set out in Sandvine's quotation.

Provided that End User is enrolled for Support and Maintenance Services coverage in respect of the Software, a Per Virtual CPU License shall be transferable between Devices, provided that such transfers may only occur within End User's own network and Per Virtual CPU Licenses cannot be transferred to any third party including, without limitation, End User's affiliates or subsidiaries, except to the extent permitted under Section 8 (General Transferability Rights of Licenses).

- (v) **Cloud Software Licensing.** Cloud Software is licensed on a subscription basis for a monthly term (as set out in Sandvine's quotation) either: (a) per Site, or (b) per Provisioned Cloud Subscriber. "Site" means an End User location that: (I) has physical network connectivity, and (II) utilizes the network management functionality of the Cloud Software. "**Provisioned Cloud Subscriber**" means each unique subscriber with provisioned access to a wireless network who have generated traffic on the network during the preceding thirty (30) day period from the point of measurement. Cloud Software licenses cannot be transferred to any third party including, without limitation, End User's affiliates or subsidiaries.

4. License Verification and Reconciliation.

- (i) **Per Subscriber License, Per Bandwidth License, and Per Virtual CPU License.** For Per Subscriber Licenses, Per Bandwidth Licenses, and Per Virtual CPU Licenses, End User's scope of deployment and use of the licenses shall be verified and reconciled as of the last day of each calendar quarter. In order to facilitate this verification, (I) End User shall provide to Sandvine on a quarterly basis a written certification from an officer of End User certifying the number of Subscribers in respect of which the licenses are being used and, (II) in the case

of Per Bandwidth Licenses, the amount of bandwidth used and, in the case of a Per Virtual CPU License, the number of virtual CPUs. If the quarterly verification indicates that additional Per Subscriber Licenses, additional Per Bandwidth Licenses, or additional Per Virtual CPU Licenses are required based on End User's actual usage, license fees shall be calculated and payable from the first day of the next calendar quarter. For example, if the verification conducted as of September 30th indicates that additional Per Subscriber Licenses are required, the applicable license fees, and corresponding Support and Maintenance Service fees, shall be calculated and payable from October 1st onwards.

(ii) **Cloud Software.**

- a. **Monthly Verification.** For Cloud Software, End User's scope of deployment and use of Cloud Software shall be verified and reconciled as of the last day of each month. The verification shall be based on the 95th percentile of daily activated sites measured over the month ("**Monthly Verification**"). In order to facilitate the Monthly Verification, End User grants to Sandvine the right to verify End User's use of the Cloud Software by either: (I) installing license manager software in End User's private network configured to allow the emailing of a monthly report detailing the scope of deployment and use of the Cloud Software, including the maximum number of Sites activated and/or Provisioned Cloud Subscribers at any particular time, or (II) allowing Sandvine to install license manager software in a network environment where Sandvine has direct access to End User's private network in order to generate a monthly report detailing the scope of deployment and use of the Cloud Software, including the maximum number of Sites activated and/or Provisioned Cloud Subscribers at any particular time. If End User's internal security practices prohibit such access to their private network, End User shall provide Sandvine, on a quarterly basis, with a written certification from an officer of End User certifying the maximum number of Site and/or Provisioned Cloud Subscribers that were active during the quarter on a month by month basis ("**Self Reporting**").
- b. **Invoicing.** Based upon the results of the Monthly Verification, Sandvine shall be entitled to invoice End User quarterly for the license fees associated with the maximum number of Sites and/or Provisioned Cloud Subscribers (as applicable) that were activated at any particular time during the previous three (3) months ("**Invoice Period**"). The difference between the number of Sites and/or Provisioned Cloud Subscribers as set out in Sandvine's quotation and the number of activated Sites and/or Provisioned Cloud Subscribers as determined by the Monthly Verifications shall remain available for use by End User. If End User elects to utilize Self Reporting, Sandvine shall invoice End User for all Sites and/or Provisioned Cloud Subscribers in advance and payment is due thirty (30) days following the date of the invoice and such payment shall be non-refundable. If Sandvine is not able to determine the maximum number of Sites and/or Provisioned Cloud Subscribers that were activated at any particular time during the Invoice Period, Sandvine shall be entitled to invoice the End User the lesser of: (I) the license fees associated with the maximum number of Sites and/or Provisioned Cloud Subscribers that were activated at any particular time during the previous Invoice Period, and (II) an amount that is equal to the total remaining value for all Sites and/or Provisioned Cloud Subscribers in Sandvine's quotation. Any invoice issued under this paragraph will be subject to a reconciliation based upon the actual number of Sites and/or Provisioned Cloud Subscribers that were activated at any particular time during the Invoice Period. Once the actual numbers are determined in accordance with Section 4(ii)a. (Monthly Verification), Sandvine shall be entitled to invoice the End User for any incremental license fees arising as a result of the reconciliation on the next quarterly invoice.

5. License Conditions. The licenses set out in this Agreement are at all times subject to the following restrictions and any contravention of these restrictions shall constitute a material breach of this Agreement:

- (i) the Products and Third Party Items are protected by United States and international laws and regulations including those related to: (a) copyright, patent, trade secret and other intellectual property rights, and (b) international trade laws and regulations – End User shall not remove, alter, cover, obfuscate or destroy any copyright notices, proprietary markings, proprietary legends, other proprietary rights notices, or any other notices or markings placed upon or

contained within the Products (including, without limitation, any copyright or other attribution statements such as for open source software) and Third Party Items;

- (ii) End User shall not, and shall not permit, authorize or engage any third party to, copy, modify, translate, alter, adapt, reverse engineer, disassemble, decompile, create derivative works of the Product or any Third Party Item (or any part thereof), or in relation to any software attempt to derive source code;
- (iii) Notwithstanding that the Hardware portion of the Product may be sold to End User, the Software and Documentation portions and Third Party Items are not sold to End User and title to the Software and Documentation remains in Sandvine and Affiliates and their suppliers and licensors and title to Third Party Items remains with the third party – End User has no authority or right to sell, sublicense, distribute, transfer, disclose, reveal or otherwise communicate directly or indirectly the Product or Third Party Items, or any information about the Product or Third Party Items, to any person, firm, corporation or other entity, except in connection with a transfer of the Software as may be expressly permitted under this Agreement or otherwise approved in writing by Sandvine – End User shall not sell, sublicense, distribute, transfer, disclose, reveal or otherwise communicate the Product or any Third Party Item to any third party;
- (iv) the Products, and all intellectual property rights therein and relating thereto (including, without limitation, all trade secrets, know-how and copyrighted material in any form), shall remain the exclusive property of Sandvine and End User acquires no rights in the Software or Documentation other than those specified in this Agreement;
- (v) the Products contain unpublished information and embody valuable trade secrets proprietary to Sandvine and Affiliates and their suppliers and licensors. The Products shall constitute “Confidential Information” and may be trade secrets of Sandvine for the purposes of the confidentiality provisions of this Agreement, or any other separate confidentiality agreement between the parties. End User shall hold in confidence and not disclose to any third party, indefinitely, any Software Modules, Documentation, or any other unpublished or confidential information about the Products, Services, or trade secrets of Sandvine;
- (vi) the timely payment of all applicable license fees relating to the Software and Third Party Items;
- (vii) End User shall be responsible for the payment of any taxes (including, without limitation, personal property taxes) arising from this Agreement, delivery of the Product and Third Party Items to End User, or use of the Product and/or Third Party Items by End User;
- (viii) Subject always to Section 15, End User shall use the Software and Third Party Items only in the country where it was originally delivered to and installed by the End User in accordance with the applicable terms and conditions of the End User’s acquisition of the Software or Third Party Items license where the installation country is identified in writing;
- (ix) End User shall use the Products and Third Party Items only for the prevention and investigation of crimes or other violations of law, order, or regulation;
- (x) End User shall only use, execute, store, display and back-up object code versions of the Software and Third Party Items (if applicable) within End User’s own internal network and use, reproduce and distribute Documentation and Third Party Items (if applicable) internally within End User’s operations to support the use of the Software by End User’s internal personnel;
- (xi) End User shall not publish any information that compares the performance of the Product or Third Party Items with products created or distributed by others without the prior written consent of Sandvine;
- (xii) End User shall comply with all laws and regulations applicable to End User’s use of the Product and Third Party Items including, without limitation, any privacy/data protection laws and regulations, export controls, economic sanctions, and national security related laws, orders and regulations;
- (xiii) End User shall not use the Product or any Third Party Item to determine or attempt to determine the identity of individual users who go to a specific website except, but solely to the extent permissible under applicable laws and regulations, to identify such users in connection with access to pornographic or restricted sites or access to websites for illegal purposes;

- (xiv) End User shall not use the Product or any Third Party Item in a manner that violates the privacy rights of an individual or in support of any activity that supports or enables the commission of human rights violations by any person;
- (xv) End User accepts that, unless specifically blocked, Products and Third Party Items may send operational system information concerning the Products and Third Party Items back to Sandvine and/or the third party licensor of the Third Party Item in order to enable Sandvine and/or the third party licensor of the Third Party Item to better monitor the health and performance of the Products and/or Third Party Items – this information may include version of Product or Third Party Item installed, Product or Third Party Item diagnostics information, basic Product or Third Party Item performance, and any errors that the Product or Third Party Item encounters. End User hereby consent to the transfer and collection of such information; and
- (xvi) End User shall assume sole responsibility for: (a) the establishment of appropriate security measures, (b) taking appropriate measures to back up computers and take other measures to prevent any loss of files or data.

6. Lists; Third Party Items.

- (i) **Lists.** If End User has licensed Software that includes a subscription service to regularly updated lists or feeds (collectively, “**Lists**”), the following additional terms shall apply:
 - a. End User acknowledges that the applicable Software utilizes certain Lists which are licensed from various third party providers. If End User subscribes to Sandvine’s subscription services (the “**Subscription Service**”) and pays the applicable fees, regular updates to the Lists will be made available. The Subscription Service must be subscribed for annually as part of End User’s annual enrollment in Support and Maintenance Services in respect of the applicable Software and the annual subscription period shall commence from the date of shipment or delivery of the applicable Software to End User. End User may choose not to renew its annual subscription to the Subscription Service and shall be entitled to continue to use the last version of the Lists then installed prior to expiry of the then current subscription period. Unless cancelled at the time of renewal of annual Support and Maintenance Services, the Subscription Service will be automatically renewed on an annual basis. End User acknowledges that the Subscription Service is provided to keep the Lists up to date and that, if End User does not subscribe to the Subscription Service, the version of the Lists used by End User may quickly become out of date, obsolete and ineffective.
 - b. For greater certainty, Sandvine confirms that Support and Maintenance Services provided in respect of the applicable Software does not include updates to the Lists and such updates are only available through purchase of the Subscription Service on a continuous basis. For the purposes of this Agreement, the “Lists” shall not constitute Software.
 - c. End User is licensed to use the Lists solely for their own internal use in connection with the applicable Software and for no other purpose. End User may not transfer, rent, lease or sublease the Lists or allow a third party to do so. End User expressly agrees that it will not, nor will it assist others to: (a) make unauthorized copies of all or any portion of the Lists, or (b) sell, sublicense, distribute, rent or lease the Lists in any manner.
- (ii) **Third Party Items.** Certain Third Party Items may be incorporated into Products or Products may be used in conjunction with Third Party Items. Third Party Items, and all intellectual property rights therein and relating thereto (including, without limitation, all trade secrets, know-how and copyrighted material in any form), shall remain the exclusive property of the third party licensor and End User acquires no ownership rights in the Third Party Item.

Third Party Items may contain unpublished information and embody valuable trade secrets proprietary to the third party and its suppliers and licensors. Third Party Items shall constitute “Confidential Information” and may be or contain trade secrets for the purposes of the confidentiality provisions of this Agreement, or any other separate confidentiality agreement

between the parties. End User shall hold in confidence and not disclose to any third party, indefinitely, any Third Party Items, or any other unpublished or confidential information about the Third Party Items.

To the maximum extent applicable the license conditions applicable to the Products set out in Section 5 (License Conditions) shall apply to Third Party Items. Third Party Items may be subject to:

- a. separate and/or additional fees,
- b. a limited license or usage period.
- c. license conditions and/or restrictions (including, without limitation, Third Party Item can only be used: in conjunction with a Product; by a specified type of users; by a specified number of named-users; on a specified type or number of servers; in compliance with other system characteristics, usage, installation environments, archiving requirements; with data models provided by Sandvine; for a limited time period; by the specific End User without any right to transfer or assign the Third Party Item to anyone else),
- d. separate, additional and/or different terms, conditions, warranties and/or support, and

Sandvine will use commercially reasonable efforts to provide applicable information about Third Party Items to the End User in a timely manner. If the third party provides a warranty or support directly to end users for the Third Party Item then End User shall be entitled to such warranty or support from the third party. Notwithstanding the foregoing: (I) nothing in this Agreement is intended to extend to any End User any warranty, support or indemnity obligation on behalf of any third party by Sandvine; and (II) there is no warranty or support provided by Sandvine for any Third Party Items unless and to the extent specifically and expressly stated by Sandvine in this Agreement.

End User shall assume sole responsibility for End User's selection, use, access, cost or implementation of any Third Party Item, regardless of how End User acquires or obtains access to the Third Party Item, whether independent of or through Sandvine. END USER ACKNOWLEDGES AND AGREES THAT WHERE THE SANDVINE SOLUTION IS DESIGNED TO FACILITATE END USER'S ACCESS TO THIRD PARTY ITEMS, SANDVINE HAS NO CONTROL OVER THE FUNCTIONALITY OR PERFORMANCE OR NON-PERFORMANCE OF SUCH THIRD PARTY ITEMS AND MAY NOT BE ABLE TO PROVIDE A FIX OR WORKAROUND FOR A PROBLEM THAT END USER IDENTIFIES WITH THE SANDVINE SOLUTION.

- 7. General Audit Rights.** Sandvine shall have a general right to audit End User's use of the Products and Third Party Items to verify End User's compliance with the applicable licenses. If Sandvine elects to exercise this audit right, such audit shall be conducted at Sandvine's expense and shall be subject to the following conditions: (i) Sandvine shall give thirty (30) days prior written notice of its intention to conduct the audit, (ii) the audit shall be conducted during End User's regular business hours and shall not unreasonably interfere with End User's normal operations, and (iii) provided that End User is in compliance with this Agreement, no more than one audit may be conducted per calendar year. If End User has exceeded the limits applicable to its licenses, End User shall obtain the correct number of licenses and pay the additional amounts applicable for such licenses to Sandvine. If End User does not have the appropriate licenses for the Software, End User shall cease using the Software at the request of Sandvine or pay Sandvine the applicable license fees. End User's refusal to provide requested information and/or cooperate with an audit shall be deemed to be a material breach of this Agreement.
- 8. General Transferability Rights of Licenses.** Subject always to Section 15, the Software licenses granted in Section 3 (Grant of Licenses) may only be transferred, together with the transfer or conveyance of the specific Device on which it is permitted to be installed, to an entity which is the successor in interest to End User's business by way of merger, acquisition or sale of all or substantially all of End User's assets.

9. Trial/Evaluation and Pre-Release Products. If End User agrees to:

- (i) participate in a trial or evaluation (“Trial”), or
- (ii) receive any Products provided to End User by Sandvine on a Trial basis (“Trial Products”), or any Products or portions thereof that are identified by Sandvine as “beta”, “pre-release”, or otherwise described as experimental, untested or not fully functional (“Pre-Release Products”),

END USER ACKNOWLEDGES AND AGREES THAT SUCH TRIAL PRODUCTS AND/OR PRE-RELEASE PRODUCTS ARE PROVIDED “AS IS”, WITH NO WARRANTY, INDEMNITY OR SUPPORT WHATSOEVER, EXPRESS OR IMPLIED. ACCORDINGLY, SANDVINE IS UNDER NO OBLIGATION PROVIDE ANY WARRANTY OR OTHER SUPPORT FOR ANY TRIAL PRODUCTS OR PRE-RELEASE PRODUCTS.

Trial Products and Pre-Release Products contain unpublished information and embodies valuable trade secrets proprietary to Sandvine and Affiliates and their suppliers and licensors. Trial Products and Pre-Release Products shall constitute “Confidential Information” of Sandvine for the purposes of the confidentiality provisions of this Agreement, or any other separate confidentiality agreement between the parties. End User shall hold in confidence and not disclose to any third party all unpublished information, trade secrets and confidential information about the Trial Products and Pre-Release Products. For Trial Products and Pre-Release Products, Confidential Information includes their appearance, operation, performance, specifications, features and functionality, which information may not be discussed or shown to the public by End User or anyone else in any manner unless and only then to the extent that it is publicly released by Sandvine.

No title and/or any rights of possession to Trial Products or Pre-Release Products (if any) are granted by virtue of this Agreement. The Trial period shall be the longer of forty-five (45) days from the date of shipment or delivery and the period specified by Sandvine in writing to the End User. The Trial shall automatically expire thereafter unless, and only for the extended period, Sandvine allows in writing. Notwithstanding the foregoing, the Trial period shall automatically terminate if this Agreement is terminated or expires sooner. Technical measures may be included with Trial Products and Pre-Release Products that renders it inoperable after a specified period of time. Upon termination of the Trial, however caused, End User will immediately discontinue all use of the Trial Products and Pre-Release Products and return all Trial Products and Pre-Release Products to Sandvine.

The sole purpose of any Trial is to enable the End User to test the Trial Products or Pre-Release Products, and provide feedback (including responding to surveys) on the Trial Products and Pre-Release Products to Sandvine. In consideration of the right to test Trial Products and Pre-Release Products, End User agrees to provide Sandvine with feedback on the Trial Products and Pre-Release Products as Sandvine reasonably requests, without any compensation or reimbursement of any kind from Sandvine. Unless Sandvine otherwise agrees in writing, End User agrees that Sandvine owns all feedback, comments, suggestions, ideas, concepts and changes provided by End User to Sandvine and all associated intellectual property rights (collectively the “Feedback”). End User assigns to Sandvine all rights, title and interest to the Feedback. End User agrees that it will not knowingly provide Sandvine any Feedback that is subject to third party intellectual property rights. End User agrees to cooperate fully with Sandvine with respect to signing further documents and doing such other acts as are reasonably requested by Sandvine to confirm that Sandvine owns the Feedback and to enable Sandvine to register and/or protect any associated intellectual property rights and/or confidential information.

TRIAL PRODUCTS AND PRE-RELEASE PRODUCTS MAY NOT BE AUTHORIZED FOR USE BY THE GENERAL PUBLIC OR CERTIFIED AS MEETING RULES OR STANDARDS PROMULGATED BY GOVERNMENT OR OTHER AUTHORITIES IN YOUR JURISDICTION, AND SANDVINE MAKES NO REPRESENTATION THAT SUCH AUTHORIZATION OR CERTIFICATION WILL BE OBTAINED. ACCORDINGLY, END USER AGREES THAT TRIAL PRODUCTS AND PRE-RELEASE PRODUCTS ARE NOT, AND MAY NOT, BE OFFERED UNDER COMMERCIAL SALE OR LICENSE UNTIL SUCH AUTHORISATION IS OBTAINED. TRIAL PRODUCTS AND PRE-RELEASE PRODUCTS ARE NOT INTENDED FOR USE IN ANY PRODUCTION ENVIRONMENT, OR IN ANY OTHER ENVIRONMENT WHERE END USER IS RELYING ON THE PERFORMANCE OF THE TRIAL PRODUCTS AND PRE-RELEASE

PRODUCTS. TRIAL PRODUCTS AND PRE-RELEASE PRODUCTS ARE NOT INTENDED TO REPRESENT OR PERFORM IN THE SAME MANNER AS COMMERCIAL PRODUCTS, AND END USER SHOULD ENSURE THAT IT REGULARLY BACKS-UP ANY DATA USED WITH TRIAL PRODUCTS AND PRE-RELEASE PRODUCTS. IN ADDITION, TRIAL PRODUCTS AND PRE-RELEASE PRODUCTS MAY CONTAIN FEATURES, FUNCTIONALITY OR APIs FOR SOFTWARE OR SERVICES THAT ARE NOT YET COMMERCIALY AVAILABLE. END USER ACKNOWLEDGES THAT SUCH ITEMS, OR ANY PORTION THEREOF, MAY NOT BE ANNOUNCED OR MADE COMMERCIALY AVAILABLE IN THE FUTURE, OR THEY MAY ONLY BE MADE AVAILABLE WITH SIGNIFICANT CHANGES, AND SANDVINE HAS NO EXPRESS OR IMPLIED OBLIGATION TO END USER TO ANNOUNCE OR MAKE ANY OF SUCH ITEMS, OR ANY PORTION THEREOF, AVAILABLE. END USER ACKNOWLEDGES AND AGREES THAT ALL TESTING, EVALUATION AND DEVELOPMENT CONDUCTED BY END USER WITH RESPECT TO TRIAL PRODUCTS AND PRE-RELEASE PRODUCTS, AND ANY RELATED GOODS, SOFTWARE OR SERVICES IS DONE ENTIRELY AT END USER'S OWN RISK.

10. Expiration and Termination.

- (i) Expiration of Term Software Licenses. The Software license shall expire immediately at the end of the specified term in accordance with Section 3 without any requirement for notice to be provided by Sandvine.
- (ii) Termination of Cloud Software Licenses. On ninety (90) days written notice either party may terminate a Cloud Software License as specified in Section 3(iv) (Cloud Software Licensing). If notice of termination is provided by End User the license fee for all unused Site and Provisioned Subscribers shall become due and payable and Sandvine shall be entitled to invoice End User upon expiry of such notice period. If notice of termination is provided by Sandvine, upon expiry of such notice period, any unused licenses for Site and Provisioned Subscribers shall be null and void without obligation to pay or provide access to the Cloud Software, as applicable. Upon expiry of the termination notice period, End User shall discontinue and deactivate the Cloud Software for all Sites and/or Provisioned Subscribers. Upon request by End User within thirty (30) days of expiry of the termination notice period, Sandvine will make available for download by End User any electronic data or information belonging to End User ("**End User Data**"). After such thirty (30) day period, Sandvine shall have no obligation to maintain or provide access to such End User Data and shall delete all End User Data in accordance with its data retention practices.
- (iii) Termination of Licenses for Cause. All rights and licenses for a Product terminate automatically if End User violates or fails to comply with any part of Section 5 (License Conditions), Section 15 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights) or any other part of this Agreement, or if Sandvine does not receive all applicable fees and payments relating to the Product.
- (iv) Obligations upon Expiration or Termination. Upon expiration or termination of a license granted hereunder, the expiring or terminating rights and licenses to the underlying Software shall immediately terminate and End User shall promptly: (a) be obligated to permanently remove all copies of the underlying Software from End User's own internal network and return all copies of said Software in its immediate possession or control to Sandvine, and (b) where the license is terminated for cause by Sandvine, terminate all use of the Product and return the Product including all embedded Software and Documentation to Sandvine.
- (v) End of Life. Sandvine reserves the right to discontinue the manufacture or sale of, or otherwise render or treat as obsolete, any or all of the Products 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, prior to discontinuing any Hardware in accordance with Sandvine's end-of-life policy. Provided that the End User has purchased Support and Maintenance Services for the Product for the continuous period from its acquisition of the Product through to the date of discontinuation, Sandvine will continue to make available Support and Maintenance Services in respect of: (a) discontinued Hardware, for a period of three (3) years from the date of discontinuation; and (b) a Supported Release of Software, for a period of three (3) years from the date of General Availability for "Severity 1 issues – Critical" (as defined in the End User Support Terms) issues for End Users who have purchased and maintained an "Advanced" or

“Platinum” level of Support and Maintenance Services or, otherwise, two (2) years from the date of General Availability for End Users who have purchased and maintained Support and Maintenance Services.

11. Updates, Upgrades and Support. End User hereby acknowledges and agrees that:

- (i) Sandvine has no obligation under this Agreement to provide any assistance, maintenance or other support for Products, or any part thereof.
- (ii) Support and maintenance are subject to End User purchasing Support and Maintenance Services in respect of the Product.
- (iii) Sandvine has no obligation under this Agreement, or any Support and Maintenance Services agreement, to provide updates and/or upgrades to Products, or any part thereof, however Sandvine may, from time to time in Sandvine's sole discretion, make updates and/or upgrades to Products, or parts thereof, available via the Internet or via other sources.
- (iv) Any updates and/or upgrades provided by Sandvine at its sole discretion may result in functional or other changes to Products, or parts thereof.
- (v) End User assumes all risk resulting from installing, or from failing to install, updates and/or upgrades made available by Sandvine.
- (vi) Sandvine shall have no obligation under this Agreement or any other agreement or documentation (including under any Support and Maintenance Services agreement) to directly or indirectly provide End User with any assistance, support, maintenance, upgrades or updates to any Products, or any part thereof, if End User violates or fails to pay any fees for the Products or to comply with Section 5 (License Conditions), Section 15 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights) or any other part of this Agreement.
- (vii) If Support and Maintenance Services are not included as part of the license End User buys for fixed term period Software and the End User chooses not to: (a) purchase Support and Maintenance Services in respect of the Software during that fixed term period, or (b) renew the Support and Maintenance Services agreement in respect of the Software during that fixed term period, the End User shall be entitled to continue to use the last installed version of the Software and Sandvine has no obligation to provide any assistance, support, maintenance, upgrades or updates.
- (viii) Where Software is licensed perpetually and the End User:
 - a. purchases Support and Maintenance Services in respect of the Software for a fixed term period, the End User shall be entitled to Support and Maintenance Services in respect of 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 in respect of 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 version of the Software installed by the End User. The End User may choose to purchase Support and Maintenance Services for the installed 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 in respect of the Software, however the End User will not be entitled to any new versions, upgrades or updates to the Software. After the expiry of any Support and Maintenance Services agreement for the installed version of the licensed Software, the End User may continue to use the installed version of the licensed Software and Sandvine has no obligation to provide any assistance, support, maintenance, upgrades or updates.

12. Disclaimer of Warranties. EXCEPT AS MAY BE SET FORTH IN A SEPARATE WARRANTY CARD OR OTHER WARRANTY DOCUMENT PROVIDED FOR SANDVINE PROPRIETARY HARDWARE, WHEN A PRODUCT IS DELIVERED TO END USER, SANDVINE DISCLAIMS ALL WARRANTIES FOR THE PRODUCT AND SPECIFICALLY, SANDVINE AND THIRD PARTY LICENSORS OF THIRD PARTY ITEMS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, WARRANTIES

OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF PARTICULAR WARRANTIES AND TO THE EXTENT THAT LAWS IN SUCH JURISDICTION ARE CONTROLLING, ONE OR MORE OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO END USER. For clarity: (i) there is no warranty or support provided by Sandvine for any Third Party Items, (ii) no warranty is given that the Software will meet customer's specifications or operate without interruption, or is free from defects, errors, virus, or is secure, and (iii) there is no warranty for Software provided by Sandvine under this Agreement, except that the Software shall comply with Sandvine's Specifications for the Software under normal conditions for ninety (90) days from delivery.

13. Exclusion and Limitation of Liability. IN NO EVENT WILL SANDVINE OR THIRD PARTY LICENSORS OF THIRD PARTY ITEMS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, BUSINESS INTERRUPTION, LOSS OF INFORMATION INCLUDING LOSS OF DATA, OR OTHER PECUNIARY LOSS, OR ANY LOSSES ASSOCIATED WITH THIRD PARTY ITEMS) ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT OR THIRD PARTY ITEM OR THE PERFORMANCE, INTERRUPTION OR FAILURE OF THE PRODUCT OR THIRD PARTY ITEM, IRRESPECTIVE OF THE CAUSE OF ACTION, EVEN IF SANDVINE OR, IF APPLICABLE, THIRD PARTY LICENSORS OF THIRD PARTY ITEMS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PARTICULAR LIABILITIES AND TO THE EXTENT THAT SUCH LAWS ARE CONTROLLING, ONE OR MORE OF THE FOREGOING EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO END USER. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, SANDVINE'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, FROM OR IN CONNECTION WITH THE USE OR IMPROPER FUNCTIONING OF THE PRODUCT (EACH, A "CLAIM"), WILL NOT EXCEED THE AMOUNT PAID BY END USER FOR THE PRODUCT. NOTWITHSTANDING ANYTHING ELSE, AFFILIATES, SUPPLIERS AND LICENSORS WILL HAVE NO LIABILITY FOR ANY CLAIMS IN CONNECTION WITH THE PRODUCT OR THIS AGREEMENT. THIRD PARTY LICENSORS OF THIRD PARTY ITEMS HAVE NO LIABILITY TO AN END USER UNDER THIS AGREEMENT.

14. Intellectual Property, and Trademarks.

- (i) End User acknowledges and agrees that it does not acquire any intellectual property or other proprietary rights, including patents, copyrights, trademarks, industrial, designs, moral, trade secret or confidential information in or relating to: (a) Sandvine and Affiliates, or their suppliers and licensors, (b) Products, or any part thereof, (c) any translation or other derivative works relating to Products, or any part thereof, or (d) any logos, trademarks, trade names of Sandvine or Affiliates, or their suppliers and licensors ("**Intellectual Property Rights**").
- (ii) All Intellectual Property Rights belong exclusively to Sandvine and Affiliates, or their suppliers and licensors. End User agrees that it shall not refute or otherwise challenge the ownership of such Intellectual Property Rights. All comments, ideas, changes or other feedback provided by End User to Sandvine regarding the Products or Intellectual Property Rights shall be owned by Sandvine and its Affiliates. All rights, title and interest not expressly granted herein are reserved by Sandvine and Affiliates and their suppliers and licensors.
- (iii) IN NO EVENT SHALL SANDVINE OR AFFILIATES, OR THEIR SUPPLIERS OR LICENSORS, BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE ANY PRODUCTS OR ANY INTELLECTUAL PROPERTY RIGHTS EMBODIED THEREIN AND LICENSED TO END USER PURSUANT TO THIS AGREEMENT, EVEN IF SANDVINE OR AFFILIATES, OR THEIR SUPPLIERS OR LICENSORS, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (iv) End User grants Sandvine and Affiliates, and their applicable suppliers and licensors, a worldwide, perpetual, irrevocable, sub-licensable, transferable, royalty-free and non-exclusive license to use, distribute, reproduce, modify, adapt and perform End User content solely for

the purpose of performing this Agreement and End User warrants and covenants that it has the right to grant such a license.

15. Compliance with Laws, Export Controls and U.S. Government Restricted Rights.

- (i) End User shall conduct its business with the Products and Third Party Items in an ethical manner and comply with all applicable laws, ordinances, codes, regulations and policies applicable to End User's receipt or use of and/or access to the Products and Third Party Items including, without limitation, ensuring compliance with industry-specific laws and regulations applicable to End User and/or its business prior to or during its use and/or access to the Products and Third Party Items. End User represents that: (a) End User is eligible to receive and/or access the Products and Third Party Items under applicable law, and (b) End User shall ensure that its receipt and use of and/or access to the Products and Third Party Items is in accordance with the restrictions in this subsection.
- (ii) The Product and Third Party Items, or any part thereof, including, without limitation, any technical data related thereto and any direct product thereof may not be exported or re-exported contrary to the laws and regulations of the United States and of other countries and End User will not export or re-export the Product or Third Party Items from the country where the Product was originally delivered to End User.
- (iii) The Software and Documentation and Third Party Items are considered commercial computer software and documentation developed exclusively at private expense and are a "Commercial Item" as defined in 48 C.F.R. § 2.101 (and as it is defined and used in all corresponding agency specific Federal Acquisition Regulation supplements). If the End User is the U.S. Government or any agency or department thereof, the Product and Third Party Items are only delivered as a Commercial Item subject to the license grant specified in Section 3 (Grant of Licenses) and other terms and conditions as set forth in this Agreement. Acquisition of the Product and Third Party Items by the U.S. Government or any agency or department thereof shall only be under FAR or DFAR provisions for ACQUISITION OF COMMERCIAL ITEMS and shall not alter the terms and conditions of this Agreement.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the courts of the city of Toronto, Ontario, Canada, excluding the United Nations Convention on Contracts for the International Sale of Goods. Each Party irrevocably consents and submits to the exclusive jurisdiction of the courts as specified and waives any objection thereto on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law. In addition, the Parties waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement.

17. General.

- (i) With respect to the particular terms and conditions covered in this Agreement, this Agreement constitutes the entire agreement and understanding between End User and Sandvine and its Affiliates and supersedes any prior or contemporaneous agreement or understanding concerning those particular terms and conditions. There are no conditions, understandings, collateral agreements, representations, or warranties expressed or implied, that are not specified in this Agreement. This Agreement may only be modified by a written document executed by the Parties. If there is any inconsistency between this Agreement and any Documentation used with the Products, the provisions of this Agreement shall apply to the extent of the inconsistency.
- (ii) Sandvine and its Affiliates are not bound by any provision of any purchase order, receipt, acceptance, confirmation, correspondence, or other instrument or action relating to those particular terms and conditions, unless Sandvine or its Affiliate specifically agrees to such terms and conditions in a subsequent written instrument that indicates that such instrument is to have preference with regard to identified particular items of those terms and conditions.
- (iii) End User may not assign or transfer this Agreement or any rights or obligations under this Agreement (except to the extent as expressly stated herein). Any assignment or transfer of this Agreement made in contravention of the terms hereof shall be null and void.

- (iv) Sandvine may assign its rights and obligations under this Agreement to: (a) its Affiliates, and (b) any successor by way of merger, acquisition, consolidation, reorganization, sale or other transfer in which case references to Sandvine herein shall be deemed to refer to Sandvine's assignee. Affiliates may assign its rights and obligations under this Agreement to: (I) Sandvine or its other Affiliates, and (II) any successor by way of merger, acquisition, consolidation, reorganization, sale or other transfer in which case references to the Affiliate herein shall be deemed to refer to the Affiliate's assignee.
- (v) Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.
- (vi) The third party supplier or licensor of Third Party Items: (a) has a substantial interest in the Third Party Item; (b) is an intended third party beneficiary of this Agreement with respect to the Third Party Item; and (c) has full rights to bring any action against an End User, including injunctive action, to enforce the terms of this Agreement or their separate end user terms.
- (vii) The waiver by either Party of any right provided under this Agreement must be in writing signed by such Party and any waiver shall not constitute a subsequent or continuing waiver of such right or of any other right under this Agreement.
- (viii) If any section, provision or part thereof of this Agreement is held to be illegal, invalid or unenforceable by a court of competent authority in any jurisdiction, that section, provision or part shall be limited if possible and only thereafter severed to the extent necessary to render this Agreement valid and enforceable in such jurisdiction.
- (ix) The Parties agree that End User's breach of certain terms of this Agreement may cause irreparable harm to Sandvine for which damages shall be an inadequate remedy and Sandvine may therefore seek injunctive or equitable relief in any court of competent jurisdiction without the requirement of posting a bond, in addition to all other remedies available to it.
- (x) Any notice, request, demand or other communication required or permitted under this Agreement shall be in writing and delivered by hand or sent by registered mail or courier, effective on the date of receipt, addressed as follows:
 - a. if to End User, at the billing address supplied to Sandvine or its Affiliate by End User; and
 - b. if to Sandvine or its Affiliate, addressed to: 408 Albert Street, Waterloo, Ontario, N2L 3V3; Attention: Legal Department.

A Party may from time-to-time change its address by notice in writing to the other Party delivered hereunder. In addition, Sandvine may at its option deliver the notices or other communications to an e-mail address provided by End User to Sandvine, which shall be effective and deemed delivered when transmitted, and Sandvine may publish general notices and communications on Sandvine's website.