

This End User License Agreement (“**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 DOWNLOADING, INSTALLING, ACCESSING, USING AND/OR KEEPING ANY PRODUCT, OR BY ACCEPTING THIS AGREEMENT, END USER ACKNOWLEDGES THAT END USER HAS READ, UNDERSTOOD AND ACCEPTS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE, PLEASE DO NOT DOWNLOAD, INSTALL, ACCESS AND/OR USE THE PRODUCT AND PROMPTLY RETURN THE PRODUCT UNUSED TO THE COMPANY FROM WHICH YOU BOUGHT THE PRODUCT. FOR CLARITY, IF END USER PERMITS A THIRD PARTY (INCLUDING, BUT NOT LIMITED TO, SANDVINE, A SUBCONTRACTOR, SERVICE PROVIDER, SYSTEMS INTEGRATOR, CONSULTANT AND/OR SANDVINE-AUTHORIZED RESELLER) TO DOWNLOAD, INSTALL, ACCESS OR USE THE PRODUCT, OR TO ACCEPT THIS AGREEMENT, ON BEHALF OF THE END USER, THIS AGREEMENT SHALL BE DEEMED TO APPLY TO AND BE BINDING UPON THE END USER.

For clarity:

- Software is only made available by Sandvine for End Users who have licensed the Software from Sandvine.
- You are only permitted to download, install, access or use any Software to the extent that you are: (a) an End User who has licensed the Software from Sandvine; or (b) a Sandvine-authorized reseller, or a subcontractor, service provider, systems integrator or consultant, who is doing this on behalf of an End User who has licensed the Software from Sandvine. Software downloads, installation, access and/or use must be within the scope of the Software that has been duly licensed from Sandvine.
- You must not share Software with anyone else unless and solely to the extent you are expressly authorized in writing by Sandvine. Sandvine-authorized resellers are only permitted to download, install, access, use and share Software with End Users who have licensed the Software from Sandvine and in the performance of their contractual duties to Sandvine and the End User.
- No other download, install, access, use or sharing of any Software is permitted by Sandvine.

2. Definitions.

- (i) “**Affiliates**” means any entity directly or indirectly controlling, controlled by or under common control with Sandvine.
- (ii) “**Application Identification Terms**” means Sandvine’s then-current terms and conditions for Sandvine’s Application Identification solution which can be found at <http://www.sandvine.com/legal>.
- (iii) “**Bandwidth**” means the peak amount of data passing through the applicable Software (which may be per instance or for all instances as specified by Sandvine) during a sixty (60) minute period. The level of Bandwidth is measured by determining the 95th percentile of the one hundred and sixty eight (168) one hour unique bandwidth counts during the preceding seven (7) day period.
- (iv) “**Cloud Software**” means Software identified in writing by Sandvine as being Cloud Software and which may include (but not necessarily be limited to) the following: Cloud-native Network Function (“**CNF**”) Software – Deep Insights, Insights Data Storage, Elements, 5G Service Intelligence Engine (NWD AF) and ActiveLogic, Maestro.
- (v) “**Device**” means a: (a) Hardware unit, or (b) any other device, hardware or network element that is not originally supplied by Sandvine (which, for clarity, is deemed to be a Third Party Item).
- (vi) “**Documentation**” means the electronic, printed, or other form of documents that accompany or are 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.
- (vii) “**DPA**” means the then-current Sandvine data processing addendum which can be found at

https://www.sandvine.com/hubfs/Sandvine_Redesign_2019/Downloads/Legal/2023/DPA.pdf.

- (viii) “**End User**” means the end user that: (a) acquires or receives final delivery of the Product, (b) licenses Sandvine Software, (c) acquires or receives Support and Maintenance Services for Products, and/or (d) trials, tests or evaluates any Sandvine products.
- (ix) “**End User Support Terms**” means Sandvine’s then-current terms and conditions which can be found at <http://www.sandvine.com/legal> and applicable to the tier of Support and Maintenance Services specified in a Sandvine Quotation.
- (x) “**End User Trial Terms**” means Sandvine’s then-current terms and conditions for End User trials, testing or evaluation of Sandvine products in the End User’s network, which can be found at <http://www.sandvine.com/legal>.
- (xi) “**General Availability**” means the date a version of Software was first made available to be licensed by Sandvine customers.
- (xii) “**Hardware**” means the hardware portion of the Product and in the configuration as originally supplied by Sandvine. Hardware excludes any Third Party Items.
- (xiii) “**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.
- (xiv) “**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.
- (xv) “**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.
- (xvi) “**Product Evaluation Terms**” means Sandvine’s then-current terms and conditions for Sandvine’s trial, test and/or evaluation of Sandvine’s products in the End User’s network, which can be found at <http://www.sandvine.com/legal>.
- (xvii) “**Products**” includes Hardware, Software and Documentation.
- (xviii) “**Release**” means a commercially available version of Software.
- (xix) “**Sandvine**” means Sandvine Corporation and Sandvine Holdings UK Limited. If the End User is located in the United States of America, Japan, Saudi Arabia or South Africa, then Sandvine also includes Procera Networks, Inc (“**PNI**”).
- (xx) “**Sandvine Quotation**” has the meaning ascribed to it in Section 22(i).
- (xxi) “**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. No source code shall be provided hereunder. Unless expressly stated otherwise in this Agreement, Software excludes any Third Party Items, Lists and Support and Maintenance Services.
- (xxii) “**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.

- (xxiii) **"Subscribers"** means 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.
- (xxiv) **"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.
- (xxv) **"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 another Software product.
- (xxvi) **"Third Party Items"** means End User, other third party suppliers and licensors 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. Third Party Items includes, without limitation, Devices obtained by the End User or anyone acting on behalf of the End User from an original equipment manufacturer (**"OEM"**), or from a distributor of Device, or from a Sandvine-authorized reseller, or from any other third party.

3. **Grant of Licenses.** Software licenses may be perpetual, for a fixed term or a subscription (as set out in a Sandvine Quotation, where applicable, or as otherwise specified by Sandvine in writing for a particular type of license). Software licenses do not include Support and Maintenance Services, except for Software that is licensed on a subscription basis where the Support and Maintenance Service fees are included in the license fee for the Software. Unless explicitly stated otherwise in this Agreement, subject to End User's compliance with all obligations including 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 in this Agreement) license:

- (i) **Per Device Licensing.** Where the Software is subject to a license fee that is calculated per Device (as set out in a Sandvine Quotation, where applicable, or as otherwise specified by Sandvine in writing), 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.

Per Device Licenses and the Software cannot be transferred 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 is based on a specified block of Subscribers (as set out in a Sandvine Quotation, where applicable, or as otherwise specified by Sandvine in writing), 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 covered by the applicable license fee.

Provided that End User is enrolled for Support and Maintenance Services coverage in respect of the Software, a Per Subscriber License and Software 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 software 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 software or different architecture.

- (iii) **Per Bandwidth Licensing.** Where the Software is subject to a license fee that is calculated per Bandwidth or is based on a specified amount of Bandwidth (as set out in a Sandvine Quotation, where applicable, or as otherwise specified by Sandvine in writing), 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 up to the specified amount of Bandwidth covered by the applicable license fee.

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 (even if the Bandwidth can be broken down into smaller blocks), except where Sandvine expressly permits the End User to transfer smaller blocks or units of an aggregate amount of Bandwidth between Devices as part of the particular Sandvine solution; and (c) licenses can only be transferred between Devices that operate on the same base platform software 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 software or different architecture.

End User is responsible for managing its use of Per Bandwidth Licenses such that End User's use does not exceed the limit of the Bandwidth purchased by the End User. If End User's actual use exceeds the limit of the Bandwidth purchased by the End User, the End User agrees to purchase additional Bandwidth sufficient for the End User's actual use. End User acknowledges that Sandvine may reduce the End User's actual usage so that it remains under the Bandwidth capacity threshold purchased by the End User, include within the Software restrictions on the availability of the Software or its functionality, or take such other steps as it considers necessary, when the End User actual use is in excess of any limits.

- (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 a Sandvine Quotation, where applicable, or as otherwise specified by Sandvine in writing), 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 Per Virtual CPU License is coupled with another Software license, End User shall pay all applicable license fees.

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 licenses may be per CNF instance. CNF instances are defined based on the maximum permitted data throughput and/or number of resources per CNF instance. The resources applicable to CNF instances may include, but not be limited to, virtual CPUs and will be set out in a Sandvine Quotation, where applicable, or as otherwise specified by Sandvine in writing.

Cloud Software licenses commence on the later of: (A) the date the Cloud Software is made accessible or available to the End User; (B) the commencement date set out in a Sandvine Quotation, where applicable; and (C) the date mutually agreed upon by End User and Sandvine in writing.

Cloud Software licenses cannot be transferred to any third party including, without limitation, End User's affiliates or subsidiaries. Upon receipt of written approval from Sandvine, End User is permitted to deploy the Software into a Sandvine-approved cloud service provider's infrastructure for access and use by the End User only in compliance with this Agreement and for the duration of the applicable Software license. The Software that is enabled by Sandvine to be deployed into a Sandvine-approved cloud service provider's infrastructure and the Sandvine-approved cloud service provider will be specifically named in Sandvine's written approval. End User must request and obtain Sandvine's approval to deploy any other Software into a Sandvine-approved cloud service provider's infrastructure and for any previously approved Software to be deployed into any other cloud service provider's infrastructure.

- (vi) **Subscriptions, Fixed Term Licenses and Renewals.** Software that is licensed on a subscription basis includes the Support and Maintenance Service within the license fee for the Software.

Subscriptions and fixed term licenses shall be for one (1) year, unless another license term is expressly set out in a Sandvine Quotation, where applicable, or Sandvine specifies otherwise in writing for the particular subscription or fixed term license.

Sandvine may provide at least six (6) months advance written notice of an increase to the Software license fee applicable to the next renewal period for a subscription or fixed term license for the same Software under the same license conditions (i.e. maximum number of subscribers, maximum bandwidth or maximum number of virtual CPUs). End User agrees to pay the additional fees applicable for: (i) increases in accordance with Section 4.(i) (License Verification and Reconciliation; Invoicing); and (ii) any new or additional licenses required by End User for Software and any associated Support and Maintenance Services. If the End User does not agree to the increase, then End User must provide Sandvine with at least three (3) months advance written notice that the End User wishes to terminate the license at the end of the current subscription period or fixed term license period. If Sandvine receives such a termination notice from the End User, then the subscription or fixed term license will expire at the end of the current subscription period or fixed term license period. If Sandvine does not receive such a termination notice from the End User, then the subscription or fixed term license will automatically renew for another subscription period or fixed term license period of the same duration as the original subscription period or fixed term license period and the End User will pay the Software license fees and Support and Maintenance fees as notified by Sandvine.

4. **License Verification and Reconciliation; Invoicing.**

- (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 on a periodic basis by Sandvine. At Sandvine's sole discretion, Sandvine may collect and use some, all or none of the following usage metrics, or other metrics not listed: the total number of Products and Third Party Items deployed, the amount of bandwidth used, the number of subscribers, the Software Modules that are deployed, the various Software features that have been activated and, in the case of a Per Virtual CPU License, the number of virtual CPUs. If Sandvine's verification and reconciliation 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, the applicable fees shall be calculated by Sandvine and payable by End User commencing from the start of applicable Sandvine review period. For example, if Sandvine's verification and reconciliation conducted as of September 30th for the period September 1 until September 30 indicates that additional licenses are required during that period, the applicable license

fees, and corresponding Support and Maintenance Service fees, shall be calculated and payable from September 1 onwards. It is expected that End User will be operating Sandvine's License Manager in "online" mode. If End User is operating Sandvine's License Manager in "offline" mode, then End User or someone on behalf of End User must perform a procedure on a periodic basis (approximately, once every 90 days) that enables Sandvine to collect the metrics described above. If metrics indicate that additional licenses are required based on End User's actual usage, the applicable fees shall be calculated by Sandvine and payable by End User commencing from the start of applicable Sandvine review period.

- (ii) **Monthly Verification.** The End User's scope of deployment and use of the Software shall be verified and reconciled as of the last day of each month ("**Monthly Verification**").

In order to facilitate the Monthly Verification, End User grants to Sandvine the right to verify End User's actual scope of deployment and use of the Software by either:

- a) installing license manager software in End User's private network configured to allow the communication of a monthly report to Sandvine detailing the actual scope of deployment and use of the Software by the End User, or
- b) 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 that is accessible to Sandvine detailing the actual scope of deployment and use of the Software by the End User.

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 report certified by an officer of End User using the format and specifying the information as requested by Sandvine from time to time ("**Self Reporting**").

- (iii) **Invoicing.**

End User shall pay for licenses for Software in advance (based on a Sandvine Quotation, when applicable) for the End User's scope of deployment and use of the Software.

If End User's actual scope of deployment or use of the Software exceeds what the End User has paid for, then the End User shall pay for additional licenses at Sandvine's then current fees based on the End User's actual scope of deployment and use of the Software or as set out in a Sandvine Quotation (when applicable).

Based upon the results of the Monthly Verification and/or Self Reporting and the monthly report and/or quarterly report contemplated in Section 4(ii) (Monthly Verification), Sandvine shall be entitled to invoice End User on a quarterly basis for the license fees incurred by the End User associated with any excessive scope of deployment or use of Software.

Invoices may be issued to End User by either Sandvine or a Sandvine-authorized reseller. If End User is invoiced by Sandvine, End User shall pay Sandvine's invoices within thirty (30) days following the date of the invoice and such payment shall be non-refundable even if the Software is not fully utilized by End User. If the End User is invoiced by a Sandvine-authorized reseller, the End User will pay the Sandvine-authorized reseller in accordance with the payment terms agreed between the End User and the Sandvine-authorized reseller.

If Sandvine is not able to determine the actual scope of deployment or use of the Software, at any particular time, due to the End User failing to provide Sandvine with information about the End User's actual scope of deployment or use of the Software (e.g. End User fails to comply with the Monthly Verification and/or Self-Reporting requirements set out in Section 4(ii)) (Monthly Verification), Sandvine shall be entitled to conduct an audit of the End User in accordance with Section 7 (Audit). Any limit on the number of times that Sandvine may conduct an Audit in Section 7 (Audit) shall not apply to Sandvine's right to conduct an audit under this section.

- 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 and Third Party Items (including, without limitation, any copyright or other attribution statements such as for open source software);
- (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 Devices may be sold to End User, Software, Documentation and Third Party Items (other than Devices duly purchased by the End User) 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 (other than Devices duly purchased by the End User) remains with the third party – End User has no authority or right to sell, sublicense, rent, loan, provide software-as-a-service, 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;
 - (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 (if applicable), and any other applicable fees (such as, but not limited to, fees for Support and Maintenance Services and other Sandvine services);
 - (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 16 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights), End User shall use the Software and Third Party Items and provide services to End User’s subscribers 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 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 internally within End User’s operations to support the use of the Software and Third Party Items (if applicable) by End User’s internal personnel;
 - (x) 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;
 - (xi) 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;

- (xii) End User shall not use the Products for mass surveillance of individuals or for individual surveillance or other targeted actions on the basis on race, gender, sexual orientation, religion, or other protected classes, but can use the Products in accordance with applicable law for the targeted surveillance directed towards specific persons of interest for the prevention and investigation of crimes or violations of law, order, or regulation by an individual;
- (xiii) End User shall not use the Product or any Third Party Item to redirect subscribers to websites infected with malware or spyware;
- (xiv) 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;
- (xv) End User shall not use the Product or any Third Party Item, alone or in combination with other activities, products or services, in any activity or manner that violates, or supports, assists, facilitates, enables, constitutes or is otherwise deemed to be a violation of:
 - i. any law, order or regulation, or is otherwise for criminal purposes; or
 - ii. any fundamental human rights standards of any person, group, or community, as set forth in applicable internationally-recognized human rights instruments, such as the Universal Declaration of Human Rights, (<https://www.un.org/en/universal-declaration-human-rights/>), the International Covenant on Civil and Political Rights (<https://www.ohchr.org/en/professionalinterest/pages/ccpr.aspx>), and the International Labor Organization Declaration on Fundamental Principles and Rights at Work (<https://www.ilo.org/declaration/thedeclaration/textdeclaration/lang--en/index.htm>)including, without limitation, by:
 - (A) End User: End User, or any End User affiliate, employee, contractor, licensor, supplier or customer;
 - (B) Sandvine: Sandvine, or any Sandvine affiliate, employee, contractor, licensor or supplier of Sandvine; or
 - (C) Government: any federal, state/provincial, local, judicial or other governing body having jurisdiction over any of the foregoing.
- (xvi) End User accepts that the following types of information may be obtained from End User, or may be sent by the Product or Third Party Item to Sandvine and/or the third party licensor of the Third Party Item (collectively "**Retained Data**"):
 - a. operational system information concerning the Products and Third Party Items, including the version of the 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,
 - b. aggregated or anonymized information concerning the traffic in End User's network, and
 - c. if End User uses Interconnect Bypass Services information about and relating to unlicensed gateways.

The foregoing information may be used in order to: (A) 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, (B) enhance and improve the performance of Sandvine's Products and services, (C) develop and commercialize new Products and services or new functionalities, (D) optimize and support Sandvine's research and development activities, and (E) prepare and share reports about Internet and electronic communication data trends (provided that they shall not identify the End User or any End User Data that has not been anonymized and aggregated).

End User hereby consents to the transfer, collection and use of such information and agrees that such transfer, collection and use for the purposes set out herein shall not

constitute a breach of any confidentiality and/or non-disclosure and/or non-use obligations that may be in place between the End User and Sandvine; and

- (xvii) End User shall assume sole responsibility for: (a) the establishment of appropriate security measures, and (b) taking appropriate measures to back up computers and take other measures to prevent any loss of files or data.
- (xviii) Where a Sandvine-authorized reseller is performing the installation and/or configuration of Software, the Sandvine-authorized reseller, and not Sandvine, is responsible for such installation and/or configuration. This Agreement does not apply to any software tools provided by Sandvine to the Sandvine-authorized reseller for the purpose of installing Software onto Hardware or Third Party Items.

6. Lists; Third Party Items.

- (i) **Lists.** If End User subscribes to regularly update signatures to identify Internet traffic, lists or feeds (collectively, "**Lists**"), the following additional terms shall apply:
 - a. End User acknowledges that the certain Software may utilize certain Lists which may be licensed by Sandvine or from various third party providers.
 - b. Software licenses and Support and Maintenance Services do not include Lists and End Users must separately subscribe to List Subscriptions. Notwithstanding the foregoing, Sandvine may make available certain Software licenses that expressly include access to Lists together with the Software license, in which case Sandvine will expressly state that the List is included with the Software license on a Sandvine Quotation or Sandvine with otherwise specify that the List is included with the Software license in writing for the particular solution comprising the Software license and List.
 - c. If End User subscribes to a List (the "**List Subscription**") and pays the applicable fees, regular updates to the Lists will be made available for the applicable List Subscription period. The frequency of updates to Lists may vary depending on the level of service licensed by the End User.
 - d. The End User must be enrolled for Support and Maintenance Services in respect of the applicable Software for the applicable List Subscription period.
 - e. List Subscriptions shall be for one (1) year, unless another List Subscription period is expressly set out in a Sandvine Quotation, where applicable, or Sandvine specifies otherwise in writing for the particular List Subscription. Sandvine may provide at least six (6) months advance written notice of an increase to the List Subscription fee applicable to the next renewal period for a List Subscription. End User agrees to pay the additional fees applicable for any new or additional licenses required by End User for List Subscriptions. If the End User does not agree to the increase, then End User must provide Sandvine with at least three (3) months advance written notice that the End User wishes to terminate the List Subscription at the end of the current List Subscription period. If Sandvine receives such a termination notice from the End User, then the List Subscription will expire at the end of the current List Subscription period. If Sandvine does not receive such a termination notice from the End User, then the List Subscription will automatically renew for another List Subscription period of the same duration as the original List Subscription period and the End User will pay the List Subscription fee as notified by Sandvine.
 - f. If the End User chooses not to renew its List Subscription, the End User shall: (A) be entitled to continue to use the last installed version of a "signature update" List prior to expiry of the List Subscription period; and (B) not be entitled to continue to use any "third party" List after the expiry of the List Subscription Period.
 - g. End User acknowledges that the List Subscription is provided to keep the Lists up to date and that, if End User does not subscribe to the List Subscription: (a) the version of the Lists used by End User may quickly become out of date, obsolete and ineffective; (b) the End User uses the Lists at their own risk; and (c) Sandvine provides no warranty relating to the List and accepts no liability in relation to End User's use of the Lists.

- h. Sandvine confirms that Support and Maintenance Services provided in respect of the applicable Software does not include the Lists or updates to the Lists and Lists are only available through purchase of the List Subscription on a continuous basis.
 - i. 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.
 - j. Sandvine will use commercially reasonable efforts to provide regular updates based on the specific List requirements. Sandvine reserves the right to vary a List, or to not to renew the subscription for a List, at its sole discretion.
- (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. 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), and
 - d. separate, additional and/or different terms, conditions, warranties and/or support.

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.

End User shall verify whether it is purchasing Hardware or a Third Party Item when ordering from a Sandvine-authorized reseller. End User shall be responsible for obtaining and accepting any terms and conditions applicable to Third Party Items from the OEM, the OEM distributor, the Sandvine-authorized reseller, or any other third party, as applicable.

7. Audit Rights.

- (i) **General Audit.** End User shall maintain adequate internal controls and procedures that are reasonably designed to monitor, audit, detect and prevent any breach of this Agreement including but not limited to Section 3 (Grant of Licenses), Section 4 (License Verification and Reconciliation; Invoicing), Section 5 (License Conditions), Section 16 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights) and Section 19 (Code of Conduct). 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 and the license conditions. 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, but except as contemplated in 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 pay Sandvine the applicable license fees or cease using the Software. It shall be deemed to be a material breach of this Agreement if: (A) End User refuses to provide requested information and/or cooperate with an audit; and/or (B) End User fails to pay Sandvine the applicable license fees and continues to use the Software. End User acknowledges and agrees that Sandvine's rights under this section extend to the right to audit any Sandvine-authorized reseller from whom End User acquires the Sandvine products and services, and any subcontractor, service provider, systems integrator or consultant of End User who is involved with the installation, configuration, management and/or support of the Sandvine products and services.
- (ii) **Investigations.** For clarity, and notwithstanding the general audit rights in Section 7(i) (General Audit) or any other agreement to the contrary, Sandvine reserves the right to:
- a. monitor End User's configuration, compliance with this Agreement, and use of the Products and Services by using any information or materials made available to Sandvine by End User either directly or through a Sandvine-authorized reseller; and/or
 - b. investigate any breach or suspected breach of this Agreement (including, but not limited to, Section 3 (Grant of Licenses), Section 4 (License Verification and Reconciliation; Invoicing), Section 5 (License Conditions), Section 16 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights) and Section 19 (Code of Conduct)) or any violation or suspected violation of any applicable law; and/or
 - c. notify applicable officials, bodies or organizations (including, but not limited to, law enforcement, judicial, regulatory, governmental, and/or media) and respond to and assist with enquiries from such officials, bodies or organizations; co-operate with their investigations; and disclose to them the occurrence of, and details about, any breach or suspected breach of this Agreement or violation or suspected violation of any applicable law.

Sandvine shall be under no obligation of confidentiality with respect to the occurrence of, or any details about, any breach or suspected breach of this Agreement or violation or suspected violation of any applicable law notwithstanding any other agreement to the contrary. End User agrees to promptly co-operate with Sandvine's investigation and provide any information or access when requested by Sandvine.

8. **General Transferability Rights of Licenses.** Subject always to Section 16 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights), the Software licenses granted in Section 3 (Grant of Licenses), excluding Cloud Software, 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. For clarity, notwithstanding anything to the contrary, End User is not permitted to:
- a. transfer Software licenses: (i) from one cloud service provider to another cloud service provider (e.g. from Amazon Web Services to Azure Cloud); (ii) between different network access technologies (e.g. from a mobile network to a fixed network or vice versa); or (iii)

across deployment types (e.g. from a hardware deployment to a cloud or virtual deployment or vice versa);

- b. where End User is part of a group of affiliated network operating companies, pool or use Software licenses across affiliated companies within the End User group (including any new, merged or acquired affiliated companies); and
- c. where End User is involved in any change of control event, re-assign or transfer any Software licenses from an original network of the End User to another network including, without limitation: (i) a network that the End User has access to or control over (in whole or part) as a result of the change of control event; or (ii) the network of a successor in interest to End User, or any affiliated company of the successor in interest to the End User.

9. Testing and Evaluation.

- a. End User agrees that any Products that Sandvine offers to End User for the End User's trial, testing and evaluation purposes are subject to the End User Trial Terms, which the End User is deemed to have accepted for each trial, test or evaluation that is undertaken by the End User. Such Products must only be trialed, tested and evaluated in the End User's network.
- b. End User agrees that Sandvine may trial, test and evaluate Sandvine products in the End User's network from time to time subject to the Product Evaluation Terms, which the End User is deemed to have accepted for each trial, test or evaluation that is undertaken by Sandvine.

10. **Application Identification.** End User and Sandvine may agree to have an application identification Product provided by Sandvine installed in the End User's network solely on an application identification basis ("**Application Identification Product**"). End User agrees that any Application Identification Product(s) that Sandvine offers to End User shall be subject to the Application Identification Terms, which the End User is deemed to have accepted for each Application Identification Product that is provided to the End User. Application Identification Products are Products subject to this Agreement.

11. Expiration and Termination.

- (i) **Expiration of Term Software Licenses.** Software licensed on a subscription or fixed term basis shall expire immediately at the end of the specified term in accordance with Section 3 (Grant of Licenses) without any requirement for notice to be provided by Sandvine, unless renewed in accordance with Section 3(vi) (Subscription, Fixed Term Licenses and Renewals). Sandvine may provide at least three (3) months advance written notice that a subscription or fixed term Software license will not renew, such notice may be provided to the End User or to the Sandvine-authorized reseller from whom the End User has acquired the license). Upon the expiry or termination of the Software license, the End User shall immediately cease using, uninstall, erase and/or return the Software to Sandvine. Sandvine reserves the right to disable the Software.
- (ii) **Access to End User Data.** 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 (excluding Retained Data) in accordance with its data retention practices.
- (iii) **Termination of Licenses for Cause.** Sandvine has a right, at Sandvine's sole discretion, to terminate all rights and licenses for a Product, and any services related thereto (such as support and maintenance), if End User violates or fails to comply with any part of Section 3 (Grant of Licenses), Section 4 (License Verification and Reconciliation; Invoicing), Section 5 (License Conditions), Section 7 (Audit), Section 16 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights), or Section 19 (Code of Conduct) or any other part of this Agreement, or if Sandvine does not receive all applicable fees and payments relating to the Product and any services related thereto (such as Support and Maintenance Services and other Sandvine services). If Sandvine determines, in its sole discretion, that the End User's compliance with laws or regulations applicable to it, or the End User's compliance with the instructions or requirements of a government or regulatory body with jurisdiction over it, results in the violation of Section 19 (Code of Conduct) or of

any human rights (as defined in Section 5(xv) above), Sandvine may terminate this Agreement immediately with or without notice at its sole discretion.

Without any liability to End User or anyone else, if Sandvine deems it appropriate due to a breach of this Agreement (including, without limitation, Section 5 (License Conditions) or Section 16 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights) or Section 19 (Code of Conduct)) or a violation of applicable law, Sandvine may, at its sole discretion, without limitation:

- (1) disable (permanently or temporarily) the operation of any Product; and/or
- (2) cancel or suspend any service Sandvine provides (directly or indirectly via Sandvine-authorized resellers) for End User under any agreement including, without limitation, the provision of any cloud or network based services, support and maintenance services, any updates or upgrades, training and professional services; and/or
- (3) notify applicable officials, bodies or organizations (including, but not limited to, law enforcement, judicial, regulatory, governmental, and/or media) and respond to and assist with enquiries from such officials, bodies or organizations; co-operate with their investigations; and disclose to them the occurrence of, and details about, any breach of this Agreement or violation of any applicable law.

Sandvine shall be under no obligation: (A) of confidentiality with respect to the occurrence of, or any details about, any breach of this Agreement or violation of any applicable law notwithstanding any other agreement to the contrary; or (B) to refund any fees paid by End User or a Sandvine-authorized reseller if Sandvine disables the operation of any Product or Services, and/or cancels or suspends any service in accordance with the preceding sentence.

At its sole discretion, Sandvine may cease or require a Sandvine-authorized reseller to cease, or a Sandvine-authorized reseller may determine to cease, any activities for End User in relation to the Products or any associated services (including but not limited to the provision of Support and Maintenance Services, Lists, Third Party Items and/or professional services) if End User breaches this Agreement or violates any applicable law.

- (iv) Obligations upon Expiration or Termination. Upon expiration or termination of a license granted hereunder, the expiring or terminating rights and licenses to the Software shall immediately terminate, End User shall immediately cease all use of the Software and the End User shall promptly and permanently remove all copies of the Software from End User's own internal network and destroy all copies of the Software and Documentation in its possession or control. In addition, where a license is terminated for cause by Sandvine and the End User has possession or control of any Hardware for which Sandvine has not received full payment, the End User shall promptly return the Hardware to Sandvine (at End User's cost) and, without limiting any other rights or remedies of Sandvine, End User shall not be entitled to any refund of amounts received by Sandvine for the Hardware.
- (v) End of Life. End User agrees to only use a Supported Release of the Software. Sandvine will use commercially reasonable efforts to publish the availability of each Supported Release when generally available on the Portal. End User should install the Supported Release on a Device for which End User is licensed to use 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 (as defined in Sandvine's End User Support Terms) system restoration issues 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 Hardware and/or Software that has been subject to an end of life announcement.

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 reserves the right to discontinue the manufacture or sale or licensing 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 Product in accordance with Sandvine's end-of-life policy.

Sandvine will also announce last time buy dates for Products to permit End User to purchase (while quantities last) the Product subject to the last time buy announcement. After the last time buy date passes Sandvine: (a) may make available Maintenance Releases; (b) may make available Lists as a Subscription Service; 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. 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 discontinued Supported Release of Software, for a period of two (2) years from the date of General Availability.

- (vi) Termination by Sandvine. If a third party brings a claim against Sandvine that the Products infringe on that third party's valid patents or copyrights, Sandvine may at its option and discretion: (A) replace or modify affected Products to make them non-infringing, (B) secure rights for the End User to continue using affected Products, or (C) if Sandvine, acting reasonably, determines that (A) and (B) are not commercially reasonable options, terminate any applicable End User licenses and provide a refund, upon the return of such Products to Sandvine, for (1) Hardware or perpetually-licensed Software, the amount received by Sandvine for the returned Products depreciated on a five-year, straight-line basis (calculated daily); and (2) for Software licensed on a fixed term or subscription basis, any prepaid but unused amount received by Sandvine for the returned Products. If applicable, unless otherwise agreed in writing by Sandvine, any such refund shall be provided to the Sandvine-authorized reseller who originally paid Sandvine for the Product and it will be up to the End User to obtain a refund from the Sandvine-authorized reseller from whom the End User purchased the Product.

12. 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. Support and Maintenance Services do not include Lists.
- (ii) Support and Maintenance Services are included with Software that is licensed on a subscription basis and the Support and Maintenance Service fees are included in the license fee for the Software that is licensed on a subscription basis only.
- (iii) Support and Maintenance Services are not included with Software that is licensed on a perpetual basis or for a fixed term and the Support and Maintenance Service fees are separate to the license fee for the Software that is licensed on a perpetual basis or for a fixed term.
- (iv) When Support and Maintenance Services are purchased by the End User, the Support and Maintenance Services commence on the earlier of the date of delivery of the applicable Product to the Sandvine-authorized reseller, or the End User.
- (v) Support and Maintenance Services may be provided to the End User by Sandvine when the End User has purchased Support and Maintenance Services directly from Sandvine or

by a Sandvine-authorized reseller supported by Sandvine when the End User purchases Support and Maintenance Services through a Sandvine-authorized reseller.

- (vi) 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.
- (vii) Any updates and/or upgrades provided by Sandvine at its sole discretion may result in functional or other changes to Products, or parts thereof.
- (viii) End User assumes all risk resulting from installing, or from failing to install, updates and/or upgrades made available by Sandvine.
- (ix) 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, Lists, upgrades or updates to any Products, or any part thereof, if End User violates or fails to pay all fees for the Products or to comply with Section 3 (Grant of Licenses), Section 4 (License Verification and Reconciliation; Invoicing), Section 5 (License Conditions), or Section 16 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights), or Section 19 (Code of Conduct) or any other part of this Agreement.
- (x) If Support and Maintenance Services are reinstated for an End User in respect of a Product after a period of non-enrollment (which is not applicable for Software that is licensed on a subscription basis where the Support and Maintenance Service fees are included in the license fee for the 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.
- (xi) Where Software is licensed perpetually or for a fixed term 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 installed version of the Software and Sandvine has no obligation to provide any assistance, support, maintenance, upgrades or updates.
- (xii) For Software licensed on a subscription basis, the End User shall be entitled to Support and Maintenance Services at the applicable level of support identified by Sandvine for the subscription for installed Supported Release versions of the licensed Software during the applicable subscription period.
- (xiii) Sandvine has no obligation to provide any assistance, support, maintenance, upgrades or updates for any version of the Software after Sandvine declares the end of support for that version of the Software.

13. Disclaimer of Warranties. EXCEPT AS MAY BE SET FORTH BELOW IN THIS SECTION 13 (DISCLAIMER OF WARRANTIES) OR IN A SEPARATE WARRANTY CARD OR OTHER WARRANTY DOCUMENT PROVIDED FOR HARDWARE, WHEN A PRODUCT IS DELIVERED TO END USER, SANDVINE, ITS AFFILIATES AND THEIR SUPPLIERS OR LICENSORS DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS FOR ALL PRODUCTS AND THIRD PARTY ITEMS WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. 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, there is no warranty or support provided by Sandvine:

- a. for any trial Products, pre-release Products, Application Identification Products, or Third Party Items; or
- b. that the Software will:
 - i. meet End User specifications, unique requirements and circumstances including, without limitation, with respect to their 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**");
 - ii. operate without interruption;
 - iii. be free from defects, errors, virus; or
 - iv. be secure.

In the event that any Supported Release of Software (excluding, for greater certainty, any trial Products, pre-release Products and Application Identification Products) fails to substantially comply with Sandvine's Specifications for that Supported Release used under normal conditions and in compliance with this Agreement and applicable Documentation, then, provided End User has notified Sandvine in writing and in reasonable detail of such failure so as to allow Sandvine to replicate such failure within ninety (90) days of delivery of such Supported Release, Sandvine will provide Support and Maintenance Services (when acquired by End User for the affected Supported Release) to address such failure. The foregoing constitutes Sandvine's entire responsibility and End User's sole and exclusive remedy with respect to any such failure.

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 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.

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 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.

For clarity, Sandvine is under no obligation to investigate any issues that Sandvine considers are:

- (A) not being caused by the Software or any Sandvine hardware; 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 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.

- 14. Exclusion and Limitation of Liability.** 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, IN NO EVENT WILL SANDVINE, ITS AFFILIATES OR THEIR SUPPLIERS OR LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES WHATSOEVER OR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, BUSINESS INTERRUPTION, DESTRUCTION, LOSS, ALTERATION TO INFORMATION OR DATA, LOSS OR DISCLOSURE OF INFORMATION OR 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 ANY INTELLECTUAL PROPERTY RIGHTS EMBODIED THEREIN, OR THE PERFORMANCE, INTERRUPTION OR FAILURE OF THE PRODUCT OR THIRD PARTY ITEM, IRRESPECTIVE OF THE CAUSE OF ACTION, EVEN IF SANDVINE, ITS AFFILIATES OR THEIR SUPPLIERS OR LICENSORS BECOME AWARE OF OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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 OR PROVIDING SERVICES OR ARISING OUT OF LIABILITY UNDER BREACH OF CONTRACT, INCLUDING DATA PROCESSING ADDENDUM OR IN CONNECTION WITH ANY PERSONAL DATA BREACH (EACH, A "**CLAIM**"), WILL NOT EXCEED THE AMOUNT PAID BY END USER FOR THE PRODUCT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. NOTWITHSTANDING ANYTHING ELSE, AFFILIATES, SUPPLIERS AND LICENSORS WILL HAVE NO LIABILITY FOR ANY CLAIMS IN CONNECTION WITH THE PRODUCT OR THIS AGREEMENT. THIRD PARTY SUPPLIERS AND LICENSORS HAVE NO LIABILITY TO AN END USER UNDER THIS AGREEMENT.

15. 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) Software, Documentation, or any part thereof, including any Software or Documentation embedded or pre-installed on any Device, (c) any translation or other derivative works relating to Software, Documentation, 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, or their suppliers and licensors. All rights, title and interest not expressly granted herein are reserved by Sandvine and Affiliates and their suppliers and licensors.
- (iii) 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.
- (iv) Sandvine may obtain Retained Data from Products, including trial Products, pre-release Products and Application Identification Products, such as in the scenarios described in Section 5(xvi). This Retained Data will be deemed to be owned by Sandvine and Sandvine

shall have unrestricted title, rights, and interest to the Retained Data, which may include, without limitation, rights to use, distribute, transmit, transfer, share, and assign the Retained Data, and to incorporate or use them, or any functionality or features developed using them, in Sandvine's Products and services at any time.

16. 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.

17. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, excluding the United Nations Convention on Contracts for the International Sale of Goods and any conflict of laws rule or principle, foreign or domestic, which might refer such interpretation to the laws of another jurisdiction. Subject to Section 18 (Dispute Resolution), each party, each Party irrevocably consents and submits to the exclusive jurisdiction of the federal and provincial courts situated in the city of Toronto 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. The parties waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. All correspondence shall be in the English language. Solely to the extent that a dispute arises under the Standard Contractual Clauses, the governing law and forum that shall govern such a dispute shall be the governing law and forum stated in the Standard Contractual Clauses and not this section.

18. Dispute Resolution. All disputes arising out of or in connection with Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. Each party shall bear one half of the costs associated with the arbitration proceedings. The award rendered by the arbitrators shall be final and binding upon the parties. Arbitration proceedings hereunder shall be conducted in the English language and shall take place in the City of Toronto, Ontario, Canada. Any arbitration conducted hereunder, and any award rendered therein, shall be strictly confidential, and neither party may disclose existence of any such arbitration or any award, other than to its legal and tax advisors, or as required by applicable law. Notwithstanding the foregoing, each party reserves the right to seek: (a) injunctive or equitable relief; or (b) relief in any court with jurisdiction including, without limitation, for money damages, in the event of claims or disputes regarding: (i) amounts owed to such party; or (ii) breach or threatened breach of obligations relating to confidentiality, intellectual property, reverse engineering or regulatory matters. Nothing in Sections 17 (Governing Law and Forum) or 18 (Dispute Resolution) shall limit the right of either party to bring enforcement proceedings in Canada or another jurisdiction in connection with any award or a judgment entered upon such award, in Canada or elsewhere.

- 19. Code of Conduct.** End User acknowledges, understands, and agrees that:
- a. Measures taken by or on behalf of End Users to restrict access to the Internet, at the direction of governments or otherwise, must be exceptional, grounded in law, strictly necessary, limited in scope and duration, communicated and explained transparently, and proportional to a legitimate and lawful government aim. The denial of users' individual rights, including online, should be supported by legitimate, compelling, and substantiated reasons, not merely by vague and unspecified claims of national security or by unsubstantiated claims for the need to use police power for the purported safety of the people.
 - b. Sandvine prohibits its employees, subcontractors and suppliers, and Sandvine-authorized resellers from configuring Sandvine products and services in a manner that will result in the violation of applicable laws, this Agreement, any restrictions set out by Sandvine's business ethics committee, or any international human rights standards and best practices including, but not limited to the human rights standards set forth in Section 5 (License Conditions), and requires them to inform Sandvine's compliance officer of any such request or on becoming aware of any such activity.
 - c. Sandvine may require that an End User annually certify in writing to Sandvine that it has complied with this Agreement including but not limited to Section 3 (Grant of Licenses), Section 4 (License Verification and Reconciliation; Invoicing), Section 5 (License Conditions), Section 16 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights), Section 19 (Code of Conduct), and with all applicable laws; and
 - d. End User represents, warrants, covenants, and confirms that, should it learn of or have reason to suspect any breach of Section 3 (Grant of Licenses), Section 4 (License Verification and Reconciliation; Invoicing), Section 5 (License Conditions), or Section 16 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights), or Section 19 (Code of Conduct), End User will take appropriate remedial steps and promptly notify Sandvine in writing.
- 20. Data Processing Addendum.**
- a. If (i) the End User contracted Products and/or services related to the Products directly from Sandvine Corporation or PNI or its Affiliate(s) or receives services based on such agreement, and (ii) the End User processes personal data relating to its subscribers and/or user to which the data protection laws of the European Union, a Member State of the European Union or European Economic Area, the United Kingdom or Switzerland were applicable prior to its processing by Sandvine Corporation or PNI or its Affiliates, and (iii) to the extent that the End User is a data controller of personal data relating to its subscribers and/or users and Sandvine Corporation or PNI or its Affiliate is a data processor, the Parties agree that the DPA is binding between the relevant parties and forms part of this Agreement, unless any prior written data processing agreement has already been concluded between the relevant parties being data controller and data processor.
 - b. To avoid any doubt, if the End User (i) does not process personal data relating to the End User's subscribers and/or users to which the data protection laws of the European Union, a Member State of the European Union or European Economic Area, the United Kingdom or Switzerland are applicable, or (ii) is an indirect customer that purchased Products and services related to the Products through a Sandvine-authorized reseller or distributor, the DPA is not applicable and is not legally binding. Such an End User should contact the authorized reseller or distributor to discuss whether an amendment to its agreement with that reseller or distributor may be required. The End User acknowledges that Sandvine and/or its Affiliates might act as sub-processors engaged by a Sandvine-authorized reseller or distributor.
- 21. Protection of Employee Personal Information.** As part of providing hardware, software, applications, tools, scripts, and/or services, including support and maintenance services, to Sandvine-authorized resellers and End Users, Sandvine may come to collect, use and share personal information relating to the officers or employees of Sandvine-authorized resellers and End Users (including full time, part time, and temporary employees) who interact with Sandvine ("**Employee Personal Information**"). Sandvine may obtain Employee Personal Information either from the employees themselves or from Customer. Sandvine may use the Employee Personal Information for the purposes of the legitimate business interests of Sandvine, its

Affiliates or Sandvine-authorized resellers and End Users, including to: (i) establish and fulfill contracts with Sandvine-authorized resellers and End Users, (ii) provide customer service, (iii) assist in addressing inquiries from Sandvine-authorized resellers and End Users, (iv) deliver training to Sandvine-authorized resellers and End Users, (v) communicate with Sandvine-authorized resellers and End Users in relation to billing, activation, provision, maintenance, support, troubleshooting, resolving of disputes, deactivation, upgrade, or update of Sandvine's products, and (vi) establish, exercise or defend legal claims. For more information on how Sandvine protects Employee Personal Information and what data protection rights data subjects have, please refer to Sandvine Privacy Policy available at: <https://www.sandvine.com/privacy-policy>. Please feel free to contact Sandvine with any questions, comments or complaints about how Sandvine handles Employee Personal Information by mail, at Sandvine Corporation, 410 Albert Street, Suite 201, Waterloo, Ontario, Canada, N2L 3V3, Attention: Legal Department by email to privacy@sandvine.com. The End User agrees to make the information set out in this Section 21 (Protection of Employee Personal Information) reasonably available to any employee whose Employee Personal Information it may disclose to Sandvine from time to time.

22. General.

- (i) With respect to the particular terms and conditions covered in this Agreement, this Agreement (together with any written quotation(s) of Sandvine or any of Sandvine's Affiliates, each a "**Sandvine Quotation**") constitutes the entire agreement and understanding between End User and Sandvine (and/or Sandvine's Affiliate) with respect to the subject matter hereof and cancels and supersedes any prior or contemporaneous agreement or understanding concerning the subject matter hereof. There are no terms, conditions, undertakings, understandings, collateral agreements, representations, or warranties express, implied, statutory or otherwise, between the End User and Sandvine (and/or Sandvine's Affiliate), except as expressly set forth in this Agreement. This Agreement may only be modified by a written document executed by Sandvine and the End User. 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. Notwithstanding the foregoing, in the event of any conflict arising between the terms and conditions of this Agreement 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. If there is a conflict between the Agreement and the DPA, the DPA prevails. If there is a conflict between the DPA and the Standard Contractual Clauses, where applicable, the Standard Contractual Clauses prevail.
- (ii) Sandvine and its Affiliates are not bound by any provision of any purchase order, requests for quotation, payment remittance, receipt, acceptance, confirmation, correspondence, or other instrument or action relating to those particular terms and conditions, unless Sandvine (and/or Sandvine's Affiliate, as the case may be) 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) Neither party shall be deemed to be in default of any provision of this Agreement, or otherwise be liable to the other party, for any failure or delay in performance (other than payment obligations) due to, wholly or in part, directly or indirectly, any causes, acts or events beyond its reasonable control ("**Force Majeure Event**"). Force Majeure Events may include, without limitation: (a) acts of God such as floods; storms; earthquake; fires etc.; (b) war; terrorism; riot; civil or military activity; (c) public health emergencies (including pandemics and epidemics); (d) outages or diminishment of power or telecommunications or data networks; shortages of labor or materials; strikes; quarantine restrictions; delays in transportation; (e) laws or regulations (including but not limited to export control regulations or restrictions; sanctions; refusal of a government authority to grant a license, permit or consent; instructions of government authorities; or judgment of a court (not arising from a breach of the Agreement by the non-performing party); or (f) the failure or delay in performance of any supplier or licensee within Sandvine's supply chain due to a force majeure event that directly or indirectly impacts the supplier or licensee. If a failure or delay continues for more than sixty (60) days, Sandvine may terminate the Agreement (in whole or in part, which may include Sandvine terminating any orders affected by the Force Majeure Event) upon written notice.
- (xi) 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: Suite 201, 410 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.