

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

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

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

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

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

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

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

"Hardware" means the Sandvine tangible, physical hardware equipment as may be ordered by End User. Hardware excludes Software, Documentation and Third Party Items.

"Maintenance Release" is an interim Release version of any Software for which Sandvine does not generally charge end users.

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

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

“Professional Services” means professional services provided by Sandvine to End User pursuant to the terms and conditions of the Agreement or SOW (as applicable) and which may include: (a) installation, configuration and commissioning of Products either remotely or on End User’s premises; and (b) training on the use and operation of Products. Professional Services may be:

- (i) standardized service offerings as may be made generally available by Sandvine from time to time to Sandvine’s customers (**“Standard Services”**), whereby Standard Services are provided by Sandvine pursuant to the Agreement and a SOW; or
- (ii) non-standard services, which may include: (A) customized or bespoke services (such as development, customization, modification, installation, configuration or other services) undertaken for the End User at the End User’s request and which services are not generally made available by Sandvine to its customers as a Standard Service (**“Custom Services”**), whereby Custom Services are provided by Sandvine pursuant to the Agreement and/or a SOW.

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

“Release” means a commercially available version of Software.

“RMA” means Return Material Authorization.

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

“Software” means the machine-readable (object code) version of any computer program forming part of Sandvine’s products, whether incorporated into Hardware, provided separately or delivered as a service, and whether included in the Hardware price or charged for separately. The term “Software” also includes:

- (i) Sandvine Cloud Services Policy Controller software offerings: (a) Sandvine View™; (b) Sandvine Control™, and (c) Sandvine Protect™ (**“Cloud Software”**);
- (ii) Software which is licensed by Sandvine on a subscription basis (**“Subscription Software”**);
- (iii) Standard Software Modules; and
- (iv) any updates, upgrades, modifications, improvements and new versions to previously delivered Software which may be delivered pursuant to these Support and Maintenance Services.

No source code shall be provided hereunder. Software excludes any Third Party Items and, for the purpose of these Support and Maintenance Services, excludes Custom Software Modules.

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

“**Statement of Work**” or “**SOW**” means a written statement of work agreed upon and executed by the parties.

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

“**Supported Release**” means the current version Release of any Software and the two (2) immediately preceding version Releases of that Software, whether such Releases are Major or Minor Releases where a “**Major Release**” is designated by the number to the left of a decimal point (e.g. x.1) and a “**Minor Release**” is designated by the number to the right of a decimal point (e.g. 1.x).

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

1. SUPPORT AND MAINTENANCE SERVICES

Subject to Sandvine’s receipt of payment of the applicable support and maintenance fees, Sandvine shall provide the following support and maintenance services on the terms as set out herein (the “**Support and Maintenance Services**”) during the period indicated on the applicable Purchase Order or set out in the relevant Agreement between the parties:

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

- 1.3 Software Upgrades. On a when and if available basis and for the duration of the term of the applicable license or subscription term, or the term of Support and Maintenance Services, whichever is shorter, Sandvine shall provide to the End User Maintenance Releases for the Software in accordance with Schedule A.

2. SUPPORT EXCLUSIONS

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

- 2.1 Installation of the Hardware and/or Software by anyone other than Sandvine.
- 2.2 Physical modification to the Hardware and/or Software by anyone other than qualified Sandvine engineers.
- 2.3 Operation or use of the Hardware and/or Software outside of the specified operating environment conditions for the Hardware and/or Software relating to heat, humidity, power supply, etc.
- 2.4 Repair or damage from accident as a result of End User's negligence, operator error or omission, wear and tear, abuse, external electrical work, transportation, neglect or misuse, intentional damage, flood, fire, water, vandalism burglary, lightning, failure or fluctuation of electrical power, communication line failure, failure of foreign interconnect equipment, or causes other than ordinary use.

Support and Maintenance Services do not include: (a) custom programming services; (b) training; (c) hardware and related supplies; (d) any support services provided at the End User's site; (e) any support for third party tools, operating systems and products.

3. SERVICES WARRANTY AND REPAIR PROCEDURE

- 3.1 Support Warranty. Sandvine warrants that the Support and Maintenance Services described herein shall be provided by appropriately trained personnel, in a competent and professional manner. Sandvine shall monitor its contractors in the performance of the obligations delegated to them.
- 3.2 Repair or Replacement Procedure. If Sandvine is not able to repair a defect in a Hardware product within the time periods specified in Schedule A, the End User's sole and exclusive remedy shall be to have the defective Hardware repaired or replaced at Sandvine's option in accordance with the Repair Procedures of Schedule B.

4. DISCLAIMER OF OTHER WARRANTIES

EXCEPT FOR THE WARRANTIES CONTAINED IN THE AGREEMENT AND IN THESE SUPPORT TERMS, SANDVINE DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS IN

RESPECT OF THE SUPPORT AND MAINTENANCE SERVICES PROVIDED HEREIN, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES IMPLIED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

5. **TERMINATION**

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

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

SCHEDULE A**DESCRIPTION OF SUPPORT AND MAINTENANCE SERVICES – PLATINUM LEVEL****1. Support and Maintenance Services.**

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

Sandvine shall provide the following Support and Maintenance Services at the Platinum level to the End User in respect of Supported Releases:

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

Rapid Response – On site highly skilled support and/or research and development technical personnel. The deployment of this personnel is at the sole discretion of Sandvine to mitigate and resolve Critical situations that cannot be solved remotely.

Quarterly Enablement Sessions – Once a quarter Sandvine support personnel will provide remote sessions to End User covering the most common problems that are faced in the field and the accompanying best practices and troubleshooting tips.

TSANet – TSANet is a collaboration tool that allows Sandvine to handle collaborative support between different third party vendors. When end users have technical issues involving Hardware and Software and a third party vendor,

Sandvine takes the role of technical single point of contact orchestrating the investigation between the third party vendors.

TSANet Requirements:

- Technical issue must be related to Hardware and Software;
- End User must be current with all payments due to Sandvine for the End User's Support and Maintenance Services;
- End User must have a valid contract with the applicable third party vendor; and
- Sandvine will seek any required support from a third party vendor as permitted by End User's agreement with the applicable third party vendor.

ProActive Support: Provides the tools to proactively and intelligently check an End User's deployment of the Hardware and Software to check on critical health indicators. The tools can anticipate problems and revenue opportunities in an automated way, turning support engineers into trusted advisors.

End User will have immediate access to self-help knowledge, auto-resolution or notification features, and access to support engineers to help end user realize the full value of their investment in the Hardware and Software.

(d) Support Levels.

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

- First technical support level
- RMA management
- Escalates issues to next level as required

Level-2 Support – (provided by Sandvine)

- Escalated support
- Opens bugs with Sandvine's engineering organization

Level-3 Support

- Sandvine's engineering organization

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

Severity Definitions

Severity	Definitions
Severity 1 - Critical	Total or substantial subscriber or End User critical business impact due to Hardware and/or Software functionality being inoperative.
Severity 2 - Major	A high subscriber or End User major business impact due to Hardware and/or Software functionality being degraded.
Severity 3 - Minor	A low subscriber or End User minor business impact due to Hardware and/or Software performance degradation.
Severity 4 - Low	General questions. No business impact or only minimally reduces the efficiency, operation, or ease of use of the Software.

Proactive	End User is doing work on Hardware and/or Software and wants Sandvine to be on standby should issues arise.
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Target Times

The target times in the table below are only for Supported Releases and not firm committed time periods.

Service Type	Severity 1	Severity 2	Severity 3	Severity 4
<u>First Response</u> Time for Sandvine engineer to pick-up and start working case.	30 mins	30 mins	30 mins	30 mins
<u>Restore</u> Typically provide a work around or a patch for the issue, or clearing of the problem.	4 hours	12 hours	5 days	10 days
<u>Resolve</u> Typically provide a Supported Release.	90 days	90 days	90 days	90 days

Notes:

1. Sandvine will continuously work with End User in a Severity 1 situation until a work around or a patch for the issue is provided or Sandvine clears the problem.
2. If the 12-hour restore period is extended in a Severity 2 situation, Sandvine will use reasonable efforts to work with End User until a work around or a patch for the issue is provided or Sandvine clears the problem.

3. Subject to Note 4 below, Sandvine typically releases an updated Supported Release that resolves the Software issue within 90 days of a Severity 1, 2, 3, or 4 issue.
4. Sandvine has no obligation to correct any issue in any version of the Supported Release that has been modified by End User or any third party, or to correct defects or errors in the Software that only minimally reduce the efficiency, operation, or ease of use of the Software.

2. SOFTWARE MAINTENANCE SERVICES

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

2.2 Where Software is licensed perpetually by the End User and the End User:

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

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

- 2.3 Supported Releases. End User recognizes that new Software Releases may provide additional functionality or improve performance of previous releases and End User agrees to use reasonable commercial efforts to keep its installation of Software reasonably current to the latest Supported Release. Sandvine may, at its sole option, continue to provide support for older releases of Software.
3. End of Life. End of Life. Sandvine reserves the right to discontinue the manufacture or sale of, or otherwise render or treat as obsolete, any Products. Sandvine will provide a minimum of ninety (90) days advance notice (which may be by email, or via its 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. 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 three (3) years from the date of discontinuation for "Severity 1 – Critical" issues where the End User has purchased and maintained Platinum support and maintenance services or, otherwise, two (2) years from the date of discontinuation.
4. Hardware Replacement. Sandvine may elect to replace defective or damaged Hardware, parts, components, or software under warranty with Hardware, parts, components, or software that are new, like-new, and/or equivalent in form, fit, and function to the returned Hardware. All replaced Hardware, parts, components, and software recovered by Sandvine will become the property of Sandvine upon replacement.

Sandvine will repair or exchange Hardware for End User, based upon the entitlement type, as described below.

The applicable charge for repair or replacement of Hardware not under warranty shall be at Sandvine's standard rates.

Entitlement Types:

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

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

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

SCHEDULE B**REPAIR PROCEDURES****1. Repair Procedures**

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

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

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