

This document sets forth the terms and conditions for Support and Maintenance Services for Hardware and Software of an End User that is covered by the Distributor's corresponding purchase of Support and Maintenance Services from Sandvine and summarizes the allocation of tasks between Sandvine and Distributor (the "**Support Plan**").

**"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).

**"Agreement"** means the terms and conditions of the applicable agreement between Distributor 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.

**"Distributor"** means a third party distributor who has entered into a distribution agreement with Sandvine and pursuant to which is duly authorized to distribute the Products and provide the Support and Maintenance Services to End Users in a specified territory either directly or via a reseller.

**"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 this Support Plan 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 who has purchased Support and Maintenance Services for certain Products through Distributor.

**"Hardware"** means Sandvine tangible, physical hardware equipment. Hardware excludes Software, Documentation and Third Party Items.

**"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 and/or Software to which the Support and Maintenance Services apply, and/or Documentation.

“**Professional Services**” means professional services provided by Sandvine to Distributor 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 an 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 Distributor to Sandvine for Support and Maintenance Services for an End User’s Hardware and/or Software, but excluding any Distributor or End User pre-printed or standard form purchase order terms and conditions.

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

“**Responsibility Matrix**” means the matrix located at Exhibit A to this Support Plan setting out the tasks of Distributor and Sandvine.

“**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 physical hardware devices, provided separately or delivered as a service, and whether included in the price for a physical hardware device 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 end users 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 offered by Sandvine for the End User of Hardware and Software eligible for support and maintenance services. Pursuant to this Support Plan, parts of the Support and Maintenance Services will be performed by Distributor and Sandvine, respectively. Support and Maintenance Services for the End User may include: technical support for Hardware and/or Software and Software upgrades.

“**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 Distributor, 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

1.1 Responsibility Matrix. Sandvine and Distributor shall be responsible for the tasks as indicated in the Responsibility Matrix located at Exhibit A to this Support Plan associated with the activities described below.

The Responsibility Matrix shall be deemed to be included in and is an important part of this Support Plan.

- (a) Logging and delivering of case details. The basic data gathering of the case, by collecting information to properly describe the problem and advance the troubleshooting efforts. Data is entered into the template on the Portal (as defined in Section 3.1 herein) with files uploaded to the appropriate FTP site.
- (b) Follow up data collection. Any follow up data gathering required to allow for the continuation of the investigation of the case.
- (c) Basic policy. Support for Sandscript policy outlined in Documentation.
- (d) Investigation. The act of troubleshooting in an effort to determine the root cause of a case.
- (e) Maintenance Window Scheduling. Coordination of a release maintenance window in adherence with the End User's defined change management policies.
- (f) Maintenance Window Participation. Participation and support of the maintenance window activities and coordination efforts.
- (g) Method of Procedure ("**MOP**"). The act of generating a MOP to further investigate a case, restore service, resolve service, or any other standard act of making changes on the Products.
- (h) Root Cause Analysis ("**RCA**") Generation. The act of generating the RCA for Critical cases (as described in Section 5.1 (Issue Priority Definitions) below).
- (i) Return Merchandise Authorization ("**RMA**"). The return of defective Products to Sandvine.
- (j) Advanced Replacement. Shipment of replacement Products in advance of receipt of defective Products from Distributor/End User.
- (k) Software Releases – Upgrades. The implementation of Major Releases and Minor Releases.
- (l) First Node Implementation ("**FNI**"). Maintenance window that is the initial implementation of Major Releases and/or Minor Releases.

## 2. SUPPORT EXCLUSIONS

- 2.1 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:

- (a) Installation of the Hardware and/or Software by anyone other than Sandvine or Distributor;
  - (b) Physical modification to the Hardware and/or Software not authorized by Sandvine;
  - (c) 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.; and
  - (d) Repair or damage from accident as a result of Distributor or End User 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.
- 2.2 Support and Maintenance Services do not include: (a) custom programming services; (b) training; (c) hardware and related supplies; (d) any support services provided at the Distributor's or End User's site; (e) any support for third party tools, operating systems and products.
- 2.3 If Critical problems (as described in Section 5.1 (Issue Priority Definitions) below) cannot be fixed by Distributor, or by Sandvine remotely, and the problem is determined by mutual written consent of Sandvine and the Distributor to be a valid design problem where on-site support would be beneficial in addressing the root cause analysis, then Sandvine will use reasonable commercial efforts to assign on-site support personnel. Sandvine reserves the right to charge Distributor for on-site support fees, including all related travel expenses, if the problem is determined not to be as a result of a defect in the Product, or is not repeatable on-site.

### **3. PORTAL AND OTHER SANDVINE SUPPORT CONTACTS**

- 3.1 Portal. Distributor will receive access to the Portal for access to Software Releases, documentation and order tracking. Distributor shall be responsible for providing Sandvine accurate and up-to-date information concerning Distributor employees who are granted access to the Portal and for managing removal of employees when access is no longer appropriate due to change in role, change in employment, etc. Distributor may provide necessary technical information and Software Releases to its End Users but shall not maintain Software Releases or documentation on their own website without prior written approval from Sandvine. Distributor shall not permit End Users to access the Portal without prior written approval from Sandvine. At no time will Distributor distribute any Software Release to an End-User for Products that are not then enrolled with Sandvine for Support and Maintenance Services.

- 3.2 **Contacts.** Distributor will notify Sandvine of its points of contact for any of the Sandvine support herein. Sandvine will use reasonable efforts to provide support 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 the Distributor with general information regarding the configuration, installation, and use of the Products.

Web: <https://support.sandvine.com>

Fax: +1 519 884 6369

Phone Number: +1 519 880 2255

Toll Free: 1 866 343 2720 (North America Only)

#### **4. TIMELINES FOR PERFORMANCE**

- 4.1 Each party shall perform its obligations detailed in the Support Plan and in an expedient manner to minimize End User dissatisfaction due to delays in response and/or resolution to support and maintenance requests. Distributor acknowledges that Product pricing from Sandvine and performance of Sandvine's responsibilities in the Support Plan is dependent on the Distributor's timely performance of its responsibilities. If Distributor fails to perform its responsibilities in a timely manner, Sandvine may elect to (but shall not be obligated to) perform the Distributor's responsibilities and invoice Distributor at Sandvine's then current professional service rates on a time and materials basis.

#### **5. PROBLEM ESCALATION**

- 5.1 **Issue Priority Definitions.** Five classifications of requests for information or assistance are defined as follows:

<b>Severity</b>	<b>Definitions</b>
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.

**5.2 Response--Restoration-Resolution Time Objectives**

Sandvine shall use best endeavors to meet the following response, restoration and resolution time objectives for Supported Releases. If these time scales cannot be met, Sandvine will notify Distributor and Sandvine and Distributor primary technical contacts will undertake to discuss the problem with a view to reaching a mutually acceptable solution. Measurement of time is halted while Sandvine is waiting for the Distributor or End User to perform tasks or supply necessary material information. Sandvine recommends that Distributor has longer response, restoration and resolution time objectives than those set out below with End Users.

- (a) **Response Time.** Response time shall be measured as the elapsed time between the time Distributor reports a problem to Sandvine and the time it takes for Sandvine to respond:

<b>Severity</b>	<b>Response Time</b>
Severity 1 - Critical	30 minutes
Severity 2 - Major	30 minutes
Severity 3 - Minor	30 minutes, within normal business hours (local time)

- (b) **Restoration Time.** Restoration time shall be measured as the time between Sandvine receiving a description of the problem with all necessary material information from Distributor and providing an acceptable workaround for the problem.

<b>Severity</b>	<b>Restoration Time</b>
Severity 1 - Critical	4 hours
Severity 2 - Major	12 hours, within normal business hours (local time)
Severity 3 - Minor	5 days, within normal business hours (local time)



- (c) Resolution Time. The time between Sandvine receiving a description of problem with all necessary material information from Distributor and the delivery of an acceptable fix for the problem.

<b>Severity</b>	<b>Resolution Time</b>
Severity 1 - Critical	90 days to typically provide a Supported Release
Severity 2 - Major	90 days to typically provide a Supported Release
Severity 3 - Minor	90 days to typically provide a Supported Release

## 6. HARDWARE REPAIR PROCEDURE

- 6.1 Product Replacement. Sandvine may elect to replace defective or damaged Products, parts, components, and software under warranty with Products, parts, components, and software that are new, like-new, and/or equivalent in form, fit, and function to the returned Product. All replaced Products, 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 their 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 10 Business Days.

- 6.2 RMA Procedures. Upon receipt of a material return request for defective or damaged Hardware in compliance with the Support Plan, Sandvine will ship the replacement Hardware or part(s) from the United States of America or Waterloo, Ontario Canada on an exchange basis within one (1) Business Day. For clarification, RMA service is subject to a determination by Sandvine that the alleged malfunction is caused by a Hardware failure. Sandvine is not responsible for transportation or customs delays and Distributor will be charged for transportation related charges and any imposed import duty or similar importation tax. Sandvine reserves the right to invoice the Distributor for repair services under the Support Plan if no problem is found or the defect was not caused by Sandvine. Sandvine will invoice Distributor an amount equal to the applicable list price for the replacement Hardware or part(s) if Sandvine does not receive the defective Hardware or part(s) from Distributor within one (1) Business Day after Sandvine ships the replacement Hardware or part(s). The charge 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.

## 7. SOFTWARE MAINTENANCE SERVICES

- 7.1 If Software is licensed by an End User for a fixed term period and the End User does not (directly or indirectly via Distributor): (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 Distributor or the End User for that Software.
- 7.2 Where Software is licensed perpetually by an End User and the Distributor or End User:

- (a) purchases (directly or indirectly via Distributor) Support and Maintenance Services for the Software for a fixed term period, the End User shall be entitled to Support and Maintenance Services from Distributor and Sandvine, pursuant to this Support Plan, 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 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 Distributor or 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 Distributor or the End User for that Software.

- 7.3 Supported Releases. Distributor recognizes that new Software Releases may provide additional functionality or improve performance of previous releases and Distributor agrees to use reasonable commercial efforts to persuade End Users to keep their 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.

## 8. 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 for End Users who have purchased and maintained an “Advanced” level of support and maintenance services or, otherwise, two (2) years from the date of discontinuation.

## **9. DISCLAIMER OF OTHER WARRANTIES**

EXCEPT FOR THE WARRANTIES CONTAINED IN THE AGREEMENT AND IN THIS SUPPORT PLAN, 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.

## **10. TERMINATION**

10.1 Sandvine may terminate the Support and Maintenance Services, in whole or in part, if:

- (a) Distributor or an End User breaches any material term of this Support Plan or the Agreement and fails to remedy such breach within thirty (30) days of receiving notice to do so from Sandvine;
- (b) Sandvine 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 Distributor, an End User, or either of their property, and the same is not dismissed within thirty (30) days; or
- (d) Distributor, or an End User, 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.

**EXHIBIT A**

**RESPONSIBILITY MATRIX FOR SUPPORT AND MAINTENANCE SERVICES**



Sandvine and Distributor shall be responsible for the tasks as indicated below. Sandvine nominates Distributor to perform “Tier 1” and “Tier 2” tasks. Sandvine may, at its sole discretion from time to time, change the designation of who is responsible for the tasks indicated below as between Sandvine and Distributor. Any such change in designation will not impact the level of support the End User receives.

Capitalized terms in this Exhibit A shall have the meanings ascribed to them in the Support Plan or the Agreement. This Exhibit A may be updated by Sandvine from time to time with prior written notice to Distributor.

**(a) Logging case submission details.**





The basic data gathering of the case, by collecting information to properly describe the problem and advance the troubleshooting efforts. Data is entered into the template on the Portal with files uploaded to the appropriate site.

Task	Sandvine	Distributor
	<b>Tier 3</b>	<b>Tier 1 and Tier2</b>
(i) provide an accurate statement of the issue and the data that supports what is being reported along with the troubleshooting steps completed. A clear statement of what is being requested along with the level of access intervention that is permitted. All data gathered at the time the case is opened should be included in the data provided to Sandvine. Contextual data such as changes that occurred in and around the time of the reported case is valuable information that should be shared with Sandvine.		✓
(ii) deliver an accurate assessment of severity and a business impact statement based on the initial assessment of the fault being reported.		✓
(iii) provide the “svtechsupport” file, logs, error messages, and any traces that supports the		✓

<p>issue being reported through the support ftp site.</p> <p>(iv) provide log files from a network management system, router/switch/server log files external to the Sandvine solution.</p> <p>(v) review the data provided by Distributor; identify any information that is missing and revert to Distributor as required. *</p>		
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\*If the case opened and Sandvine is lacking some of the material information, the case may be changed to “Pending Customer” until the necessary information is gathered.

**(b) Follow up Data Collection.** Any follow up data gathering required to allow for the continuation of the investigation of the case.

Task	Sandvine	Distributor
<p>(i) respond promptly to Sandvine requests for gathering of additional data to further investigation of the case, including arranging maintenance window with End User to obtain data.</p> <p>(ii) continually seek data to either disprove or substantiate the information against the problem statement in a timely manner and ensure that the severity definition remains accurate.</p> <p>(iii) manage the case as the main point of contact from the End User’s perspective (even after Sandvine engagement). Distributor is accountable to work with Sandvine directly and deliver the necessary updates to the End User at intervals outlined by the severity of the case.</p> <p>(iv) provide summary of the required data to be gathered, including: (i) provide instructions so Distributor/End User is able to obtain the</p>	<p><b>Tier 3</b></p>	<p><b>Tier 1 and Tier 2</b></p>
		    

data; (ii) advise of risks involved in obtaining the data and recommend use of maintenance windows as appropriate.		
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**(c) Configuration.** Support for configurations.

Task	Sandvine	Distributor
	<b>Tier 3</b>	<b>Tier 1 and Tier 2</b>
(i) troubleshoot configuration(s) applied on an End User's solution.		✓
(ii) review the configuration that is in question during troubleshooting, however if complexities exist, Sandvine will quote out a paid-for professional service engagement in the form of a Statement of Work at an additional cost.	✓	

**(d) Investigation.** The act of troubleshooting in an effort to determine the root cause of a case.

Task	Sandvine	Distributor
	<b>Tier 3</b>	<b>Tier 1 and Tier 2</b>
(i) review log files, understand when the case started, and isolate any triggers or deviations that prompted the case.		✓
(ii) collect and analyze svtechsupport and required captures/traces		✓
(iii) search Sandvine's online Portal, Product Documentation, Release notes, and Sandvine's knowledge base for documentation/further information to aid in proceeding with the investigation. If unable to resolve case, open a case with Sandvine.		✓

<p>(iv) apply any workarounds as suggested by Sandvine. As required, test workarounds in the Distributor or End User’s lab (or live network if no lab is available).</p>		✓
<p>(v) upgrade / update Software should the resolution of the case deem this activity necessary.</p>		✓
<p>(vi) problem re-creation in Distributor lab or test system</p>		✓
<p>(vii) assume responsibility for case once Distributor exhausts actions (i) to (vi)</p>	✓	
<p>(viii) provide a workaround for cases where a bug fix already exists. The workaround will be *unit tested only* in Sandvine’s lab, and any customized testing that is required for the End User is a deliverable of the Distributor. If an identified issue is resolved in a newer release, Sandvine will inform the Distributor such that they can implement the required upgrade. If the Distributor opens a case with Sandvine and an article in Sandvine’s knowledge base or public documentation already has a fix provided, Sandvine will indicate this in the case and the Distributor will further troubleshoot with the documented steps/procedure prior to re-engaging Sandvine.</p>	✓	

- (e) **Maintenance Window Scheduling.** Coordination of a release maintenance window in adherence with the End User’s defined change management policies.

Task	Sandvine	Distributor
<p>(i) submit the necessary request to the End User following the End User’s change</p>	Tier 3	Tier 1 and Tier 2
		✓



<p>management policies. Inform Sandvine the date/time of the maintenance window.</p> <p>(ii) outline the impact, risk, and the required steps for the Maintenance Operating Procedures (MOP) such that the End User has the necessary data to obtain and/or approve the maintenance window.</p> <p>(iii) participate in and/or implementing the maintenance window for End User. Verify that any Software that is required during the Maintenance Window is available to the End User prior to the maintenance window.</p> <p>(iv) for proactive maintenance windows (for example, an upgrade that is being rolled out across the End User’s install base); the Distributor will raise a “Proactive” case type with Sandvine. This will ensure that the Distributor and Sandvine are aligned on the understanding of the scope of the work that is being included.</p> <p>(v) for corrective procedure maintenance windows, Sandvine will outline the high-level steps. If the change is documented in the release notes, Sandvine will share the location with the Distributor so that Sandvine involvement is not required.</p> <p>(vi) be on standby support when a “Proactive” case type has been opened at least 2 Business Days in advance.</p>	<p></p> <p></p> <p></p> <p></p> <p style="text-align: center;">✓</p> <p style="text-align: center;">✓</p> <p style="text-align: center;">✓</p> <p style="text-align: center;">✓</p>	<p></p> <p style="text-align: center;">✓</p> <p style="text-align: center;">✓</p> <p style="text-align: center;">✓</p>
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**(f) Maintenance Window Participation.** The parties who are expected to participate and support the maintenance window activities and coordination efforts.

Task	Sandvine	Distributor
	Tier 3	Tier 1 and Tier 2
(i) if required by End User, attend onsite during the maintenance window.		✓
(ii) troubleshoot problems that arise and have intricate knowledge of the change being implemented.		✓
(iii) for proactive maintenance windows, promptly notify Sandvine if critical issues arise during the implementation by changing the severity from “Proactive’ to “Critical”.		✓
(iv) for corrective procedure maintenance windows deemed by Sandvine to be complex, notify the Distributor and participate remotely.	✓	
(v) for an additional charge Sandvine may also participate in maintenance windows as per agreed upon Statement of Work.	✓	

**(g) Method of Procedure (“MOP”).** The act of generating a MOP to further investigate a case, restore service, resolve service, or any other standard act of making changes on the Products.

Task	Sandvine	Distributor
	Tier 3	Tier 1 and Tier 2
(i) MOP creation based on the End User’s change management practices (including End User specific requirements such as formatting, translation from English, etc.). Distributor shall search Sandvine’s knowledge base and published		✓

documentation to ensure all required data is included in the MOP.		
(ii) under most circumstances, Sandvine will not participate in MOP creation or development. However, if additional data gathering is required for an investigation, complexity exists where something is required by Sandvine but is undocumented in published user guides or Sandvine’s knowledge base, Sandvine will provide the Distributor the technical commands to insert into the MOP.		✓
(iii) open a “Proactive” case requesting review of MOP by Sandvine. The review normally takes 2 Business Days.	✓	
(iv) for an additional agreed upon fee, Sandvine can do MOP creation or development on behalf of Distributor.	✓	

**(h) Root Cause Analysis (“RCA”) Generation.** The act of generating the RCA for Critical cases.

<b>Task</b>	<b>Sandvine</b>	<b>Distributor</b>
	<b>Tier 3</b>	<b>Tier 1 and Tier 2</b>
(i) create the RCA document gathering all necessary details/timelines and provide the RCA to the End User (including End User specific requirements such as formatting, translation from English, etc.).		✓
(ii) participate in the review of Critical case RCAs (in English).	✓	

**(i) Return Merchandise Authorization (“RMA”).** The return of defective Products to Sandvine.

Task	Sandvine	Distributor
	Tier 3	Tier 1 and Tier 2
(i) contact Sandvine to diagnose issues with Products.		✓
(ii) determination that Product is defective and should be returned. Supply Distributor with RMA # and RMA instructions.	✓	
(iii) return defective Products in the proper packaging materials following all RMA instructions from Sandvine in a timely manner.		✓
(iv) payment of RMA shipping costs	✓	
(v) provide the proper shipping address, receiver’s name, telephone # and email address for the return shipment to the End User.		✓

**(j) Advanced Replacement.** Shipment of replacement Products in advance of receipt of defective Products from Distributor/End User in accordance with contractual commitments.

<b>Task</b>	<b>Sandvine</b>	<b>Distributor</b>
	<b>Tier 3</b>	<b>Tier 1 and Tier 2</b>
(i) provide information required to issue an advanced replacement (i.e. serial number of device, shipping address, receiver's name, telephone #, email address, any special shipping instructions to ensure delivery, and any customs paperwork required to get into and out of the country of the faulty Product).		✓
(ii) shipment of replacement Product once Sandvine and Distributor determine Product is faulty.	✓	
(iii) payment of advanced replacement shipping costs		✓
(iv) payment of import duties and similar importation taxes related to advanced replacement.		✓

**(k) Software Releases – Upgrades.** The implementation of Major Releases and Minor Releases.

<b>Task</b>	<b>Sandvine</b>	<b>Distributor</b>
	<b>Tier 3</b>	<b>Tier 1 and Tier 2</b>
(i) provide release notes as guidance on upgrading the Software. Sandvine is able to review a MOP within 2 Business Days when a Proactive case is opened.	✓	
(ii) implementation of Major and Minor Releases including full review of the release notes and Documentation to identify any known caveats or feature changes that have occurred between the versions of Software.		✓

(iii) test MOP in the End User/Distributor’s lab or low-risk production environment in advance.		✓
(iv) creation and delivery of the MOP for the End User.		✓
(v) open a “Proactive” case requesting review of MOP by Sandvine. The review normally takes 2 Business Days.		✓
(vi) verify that access to the Software being upgraded has been granted in advance of the window.		✓
(vii) open a “Proactive” case requesting support by Sandvine during the MOP should issues arise.		✓
(viii) should the Distributor wish to have Sandvine attend the upgrades, a SOW will be quoted as a paid-for professional service engagement.		✓
(ix) should the Distributor require customization as a result of the testing of the MOP in the lab, Sandvine will review the request and identify if there is a Product issue or a customization issue. In the case of a Product issue, Sandvine will follow the Support and Maintenance Service process to rectify the situation. Should a customization be required, a SOW will be quoted as a paid-for professional service engagement.		✓

- (I) First Node Implementation (“FNI”).** Maintenance window that is the initial implementation of Major Releases and/or Minor Releases.

Task	Sandvine	Distributor
	<b>Tier 3</b>	<b>Tier 1 and Tier 2</b>
<p>(i) when contracted to provide FNI, the Distributor will participate in all maintenance windows in support of End User activity, including teaching the End Users how to implement a MOP, change the configuration, gather data; anything to which the maintenance window is expected to cover.</p> <p>(ii) should the Distributor wish to have Sandvine on standby support in case of issues during the maintenance window, the Distributor shall open a “Proactive” case and upload the MOP for review by Sandvine minimum 2 Business Days prior to maintenance window. The Distributor will change the severity of the “Proactive” case during the maintenance to “Critical” to engage the Sandvine to provide escalation assistance.</p>		<p style="margin-left: 100px;">✓</p> <p style="margin-left: 100px;">✓</p>