DISTRIBUTOR AND RESELLER SUPPORT PLAN

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

1. **DEFINITIONS**

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

"**Agreement**" means the terms and conditions of the applicable agreement between Sandvine and Sandvine's authorized Reseller.

"**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 Software as provided by Sandvine under this Support Plan, the applicable End User Support Terms or the Agreement or otherwise generally provided by Sandvine to end users in connection with the Software. Documentation excludes Third Party Items.

"**End User**" means the customer entity who has purchased Support and Maintenance Services for certain Software through a Sandvine authorized Reseller.

"**End User License Agreement**" means the terms and conditions applicable to the Software as specified at: https://www.sandvine.com/hubfs/downloads/contracts/eu-software-license.pdf.

"**End User Support Terms**" means Sandvine's then-current terms and conditions which can be found at www.sandvine.com/legal and applicable to the Support and Maintenance Services specified in Sandvine's quotation.

"**General Availability**" means the date a version of Software was first made available to be

licensed by Sandvine customers.

"**Hardware**" means the Sandvine tangible, physical hardware equipment as may be ordered by End User from: (i) Sandvine directly; or (ii) a Sandvine-authorized reseller, where the Sandvine-authorized reseller has purchased it from Sandvine for resale to the End User. Hardware does not include any Sandvine software, documentation or any Third-Party Items or any physical hardware equipment that is not manufactured by Sandvine or that is not purchased by Sandvine from an original equipment manufacturer ("**OEM**") and sold by Sandvine. Hardware may include OEM firmware and software, and any updates as provided by the OEM for the Hardware.

"**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 in Sandvine's most current Sandvine Product Lifecycle document.

"**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.

"**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.

"**Purchase Order**" means a written order issued by the Sandvine authorized Reseller to Sandvine for Software and/or Support and Maintenance Services, but excluding any pre-printed or standard form purchase order terms and conditions of the Sandvine authorized Reseller and/or the End User.

"**Release**" means a commercially available version of Software.

"**Responsibility Matrix**" means the matrix located at Schedule C to this Support Plan setting out the Support and Maintenance Services tasks of Sandvine and the Sandvine authorized Reseller.

"**RMA**" means Return Material Authorization.

"**Sandvine**" means the Sandvine entity named on the Sandvine quotation, which will be either Sandvine Corporation or an Affiliate of Sandvine Corporation.

"**Sandvine authorized Reseller**" means a distributor who has entered into a distribution agreement or a reseller who has entered into a reseller agreement with Sandvine (each an Agreement as defined herein) and pursuant to which is duly authorized to distribute and/or resell

the Sandvine products and services, and provide the Support and Maintenance Services to End Users in a specified territory. A Sandvine authorized Reseller who is a distributor may provide the Support and Maintenance Services to End Users in a specified territory either directly or via a reseller.

"**Software**" means the 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. Software excludes any Third Party Items and, for the purpose of the 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 the Support and Maintenance Services, not including any professional services provided by Sandvine.

"**Support and Maintenance Services**" means the support and maintenance services described in Section 2 of this Support Plan and the applicable End User Support Terms. Pursuant to this Support Plan, parts of the Support and Maintenance Services will be performed by Sandvine and the Sandvine authorized Reseller, respectively.

"**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 a software product.

"**Technical Release**" is an interim Release version of any Software. Technical Releases contain early access to new functionality and defect fixes. Technical Releases will supersede the prior Technical Releases. For example, 22.10.00 will supersede 22.02.00. If an issue is observed in the current Technical Release, a resolution may be made available in a later Technical Release based on the same LTS Release, or in a later LTS Release.

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

2.   **SUPPORT AND MAINTENANCE SERVICES**

Subject to Sandvine's receipt of payment of the applicable support and maintenance fees, Sandvine and Sandvine's authorized Reseller shall provide the following support and maintenance services to the End User on the terms as set out herein and in accordance with Schedule A for Software and in accordance with Schedule B for Hardware (the "**Support and**

Maintenance Services") during the period indicated on the applicable Sandvine quotation or set out in the relevant Agreement between the parties (unless stated otherwise, Support and Maintenance Services commence on the date of delivery of the applicable Software to the earlier of: a Sandvine-authorized reseller, or the End User).

Sandvine and Sandvine's authorized Reseller shall each be responsible for the Support and Maintenance Services tasks as indicated in the Responsibility Matrix located at Schedule C to this Support Plan.

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

Sandvine and Sandvine's authorized Reseller will use reasonable efforts to provide the following Support and Maintenance Services to the End User for the Software and/or Hardware covered by the End User's purchase of the Support and Maintenance Services:

(a)   Email, web, and telephonic support will be available twenty-four (24) hours a day, seven (7) days a week to assist End User with general information regarding the configuration, installation, and use of the Software and/or Hardware.

(b)   Web-based support services may include incident tracking, technical bulletins, flash alerts, white papers, and a diagnosis and problem resolution database. Sandvine reserves the right to modify the web-based services, from time to time, with or without notice.

(c)   On-site support by Sandvine may be provided at the sole discretion of Sandvine to mitigate and resolve Severity 1 – Critical situations that cannot be resolved by Sandvine or Sandvine's authorized Reseller remotely. Sandvine reserves the right to charge the Sandvine authorized Reseller and/or the End User for on-site support fees (including, without limitation, all related travel expenses) if the problem is determined not to be as a result of a defect in the Software, or is not repeatable on-site.

(d)   When End Users have technical issues involving Software and a third party vendor, the Sandvine authorized Reseller will be the single point of contact for the End User and the Sandvine authorized Reseller will collaborate with Sandvine and the third party vendors to investigate the support request. The End User must have a valid contract with the applicable third party vendor and Sandvine and/or Sandvine's authorized Reseller will seek support from the third party vendor as permitted by End User's agreement with the applicable third party vendor.

(e)   Sandvine and/or Sandvine's authorized Reseller will record and track reported issues regarding the Software and/or Hardware in a manner consistent with Sandvine's then-

current practices.

(f)   Sandvine will provide an email address that will allow Sandvine's authorized Reseller 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.

If Support and Maintenance Services are reinstated for an End User in respect of Software or Hardware after a period of non-enrollment (which is not applicable for Subscription 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.

Notwithstanding the foregoing, in the event of any conflict arising between this Support Plan and the terms and conditions inserted into a Sandvine Quotation by Sandvine or a 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.

3.   **SUPPORT TIERS**

Tier-1 Support – (provided by the Sandvine authorized Reseller)

- First technical support tier
- Submits and escalates issues to next tier as required

Tier-2 Support – (provided by Sandvine to the Sandvine authorized Reseller)

- Second technical support tier
- Escalated support
- Opens bugs with Sandvine's engineering organization

Tier-3 Support – (provided by Sandvine to the Sandvine authorized Reseller)

- Sandvine's engineering organization

4.   **PORTAL AND OTHER SANDVINE SUPPORT CONTACTS**

4.1   Portal. The Sandvine authorized Reseller will receive access to the Portal for access to Software Releases, Documentation, and order tracking. The Sandvine authorized Reseller shall be responsible for providing Sandvine accurate and up-to-date information concerning the Sandvine authorized Reseller's 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. The Sandvine authorized Reseller 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. The Sandvine authorized Reseller shall not permit End

Users to access the Portal without prior written approval from Sandvine. At no time will the Sandvine authorized Reseller distribute any Software Release to an End User who is not then enrolled with Sandvine for Support and Maintenance Services.

4.2   Contacts. The Sandvine authorized Reseller will notify Sandvine of its points of contact for any of the Sandvine support herein. Sandvine will use reasonable efforts to provide support for 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 Sandvine authorized Reseller with general information regarding the configuration, installation, and use of the Software.

Web: https://community.sandvine.com
Phone Number: +1 519 880 2255
Toll Free: 1 866 343 2720 (North America Only)

5.   **SEVERITY DEFINITIONS**

Severity	Definitions
Severity 1 - Critical	Total or substantial subscriber or End User critical business impact due to Software and/or Hardware functionality being inoperative.
Severity 2 - Major	A high subscriber or End User major business impact due to Software and/or Hardware functionality being degraded.
Severity 3 - Minor	A low subscriber or End User minor business impact due to Software and/or Hardware performance degradation.
Severity 4 - Low	No business impact. The issue consists of "how-to" questions including issues related to one or multiple modules, installation, and configuration inquiries and/or documentation questions.
Proactive	End User is doing work on Software and/or Hardware and should alert Sandvine of the activity at minimum 48 hours prior with a method of procedure included. This is so that Sandvine has time to review and understand the changes in the event that the End User runs into any issues and would require support.

6.   **SERVICES WARRANTY**

Sandvine and Sandvine's authorized Reseller each warrant that the Support and Maintenance Services that they provide as described herein shall be provided in a competent and professional manner.

7. **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.

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 specifications, unique requirements and/or circumstances including, without limitation, with respect to the End User's budget, functional requirements, use case, policy customization, capacity requirements, compatibility requirements, subscriber base volume, subscriber demographics, data usage, data volumes, network infrastructure and network design ("**Circumstances**") at any point in time; or (ii) obligate Sandvine to provide any compensation to the End User or anyone else including, without limitation: (a) providing additional or alternative hardware, software, products, services, bandwidth and/or other items to or for the End User, the Sandvine-authorized reseller or anyone else at Sandvine's cost; or (b) paying any amount to or for the End User, the Sandvine-authorized reseller or anyone else in relation to any hardware, software, products, services, bandwidth and/or other items purchased or used by the End User whether based on Sandvine's comments, suggestions and/or recommendations or otherwise. Sandvine shall have no responsibility or liability for any statements, comments and/or recommendations made by anyone else whether purportedly by or on behalf of Sandvine or otherwise.

8. **TERMINATION.**

8.1 Termination of Support and Maintenance Services. Sandvine may terminate the Support and Maintenance Services, in whole or part, if:

(a) The Sandvine authorized Reseller 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 thirty (30) 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 Sandvine authorized Reseller, an End User, or either of their property, and the same is not dismissed within thirty (30) days; or

(d)   The Sandvine authorized Reseller, 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.

8.2   Termination of End User Agreements. Without any liability to Sandvine, Sandvine may, at Sandvine's sole discretion, terminate an End User License Agreement, End User Support Terms or another agreement pursuant to which Sandvine directly or indirectly provides an End User with any assistance, support, maintenance, upgrades or updates to any Software, or any part thereof, if the End User fails to: (a) pay all fees for the Software and services; or (b) comply with any part of the End User License Agreement (including but not limited to Section 5 (License Conditions), or Section 15 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights), or Section 18 (Code of Conduct) of the End User License Agreement) or the End User Support Terms.

DISTRIBUTOR AND RESELLER SUPPORT PLAN

SCHEDULE A

DESCRIPTION OF SUPPORT AND MAINTENANCE SERVICES – SOFTWARE

1.   SOFTWARE SUPPORT EXCLUSIONS.

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

    (a)   Installation, modifications, configurations, or maintenance to the Software by anyone other than qualified software engineers of Sandvine or Sandvine's authorized Reseller.

    (b)   Installation, operation or use of the Software: (a) not in accordance with the Documentation, recommendations and instructions provided by Sandvine for the Software (including without limitation any hardware, infrastructure and networking recommendations); (b) in an application or operating environment not specified by Sandvine; (c) that is not a currently Supported Release; or (d) for purposes it is not designed to be used for by Sandvine.

    (c)   Failure to apply Software updates or upgrades provided by Sandvine or Sandvine's authorized Reseller.

    (d)   End User's negligence, error or omission, or abuse.

    (e)   Hardware (except for Hardware that is covered by Support and Maintenance Services pursuant to this Support Plan in accordance with Schedule B to this Support Plan), Third Party Items, Custom Software Modules or any professional services provided by Sandvine or Sandvine's authorized Reseller.

1.2   Support and Maintenance Services do not include: (i) custom programming services; (ii) training; (iii) hardware and related supplies; (iv) any support services provided at the End User's site; or (v) any support for hardware, other software, third party tools, operating systems, and products.

1.3   Sandvine is not responsible for any performance issues caused by:

    (a)   the End User operating insufficient Sandvine products or services, or third party hardware, software or services;

    (b)   the End User operating with non-carrier-grade network infrastructure and/or cloud/virtual platforms;

    (c)   insufficient End User information security protocols; or

(d)   any failure by End User to update or upgrade any of the foregoing items, or due to changes in the End User's traffic parameters or application mixes.

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

(a)   not being caused by Sandvine's Software or Hardware; or

(b)   being caused by the End User's hardware, infrastructure or networking or another vendor of the End User; or

(c)   goods or services provided by Sandvine's authorized Reseller independently from this Support Plan or the Agreement.

If End User requests Sandvine to investigate such issues and Sandvine determines that the issues are not being caused by Sandvine's Software or 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 Sandvine authorized Reseller or the End User on a time and materials basis at Sandvine's then-current standard rates for such investigation.

2.   SOFTWARE SUPPORT TARGET TIMES. The response targets in the table below are for Supported Releases covered by the End User's purchase of the Support and Maintenance Services only. Support on unsupported Releases will be limited to reasonable efforts.

Sandvine and Sandvine's authorized Reseller shall perform its obligations detailed in this Support Plan in an expedient manner to minimize End User dissatisfaction due to delays in response and/or resolution to support and maintenance requests.

The Sandvine authorized Reseller acknowledges that pricing from Sandvine and performance of Sandvine's responsibilities in the Support Plan is dependent on the Sandvine authorized Reseller's timely performance of its responsibilities. If the Sandvine authorized Reseller fails to perform its responsibilities in a timely manner, Sandvine may elect to (but shall not be obligated to) perform the Sandvine authorized Reseller's responsibilities and invoice the Sandvine authorized Reseller at Sandvine's then current professional service rates on a time and materials basis.

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

Restore The Software is restored to being operative, or there is a work around or a patch for the issue.	4 hours	12 hours	N/A	N/A
Resolve The situation is resolved or a Supported Release is provided that resolves the issue.	90 days	90 days	90 days	90 days

Notes:

▪ Sandvine and Sandvine authorized Reseller will continuously work with End User in a Severity 1 – Critical situation until a work around or a patch for the issue is provided or Sandvine clears the problem. For Severity 1 – Critical issues: A Root Cause Analysis (RCA) document will be created upon request only once the cause has been identified and then Sandvine has 5 Business Days to provide the completed RCA document. If a report is required prior to the RCA due to the cause not yet determined by Sandvine, then an Incident Report can be created from the time of that request and provided in 3 Business Days.

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

▪ 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.

▪ Sandvine has no obligation to correct any issue in any version of the Supported Release that has been modified by a Sandvine authorized Reseller, 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.

3. SOFTWARE END OF LIFE. 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 on the Portal which includes the most current Sandvine Product Lifecycle – Software End of Life Record information located in the documentation library section of the Portal.

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 and Sandvine authorized Reseller 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 system restoration issues only provided that: (i) the Sandvine authorized Reseller makes a written request to Sandvine on behalf of the End User; and (ii) Sandvine approves such request, which approval may be conditional upon the Sandvine authorized Reseller or the End User agreeing to pay an additional surcharge fee.

Sandvine reserves the right to not renew a Support and Maintenance Services agreement for Software that has been subject to an end-of-life announcement.

Sandvine reserves the right to discontinue the licensing of, or otherwise render or treat as obsolete, any or all of the Software 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.

4. SOFTWARE RELEASES. Sandvine will publish the availability of each Supported Release when generally available on the Portal. End Users should install the Supported Release on any device for which End User is licensed to use the Software. Sandvine authorized Reseller recognizes that new Software Releases may provide additional functionality or improve performance of previous releases and the Sandvine authorized Reseller agrees to use reasonable commercial efforts to persuade End Users to keep their installation of Software reasonably current to the latest Supported Release.

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 will also announce last time buy dates to permit End User to purchase licenses to the Software that is subject to the last time buy announcement. After the last time buy date passes, Sandvine: (a) may make available Maintenance Releases; (b) will make available signature updates to identify Internet traffic for such Supported Release as a subscription service subject to separate fees; 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.

For Sandvine signature updates to identify Internet traffic and integrated third-party

intelligent lists or feeds ("**Lists**"), Sandvine will provide regular updates based on the specific List requirements. Sandvine reserves the right not to renew the subscription, or the Support and Maintenance Services, for the List at its sole discretion.

Sandvine will address errors in unaltered versions of the Supported Release based on the Severity Definitions and Target Times set out below.

5.   SOFTWARE MAINTENANCE SERVICES

5.1   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.

5.2   Software Upgrades. Unless otherwise required by Sandvine, 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 this Schedule A.

6.   EXPIRY OF SOFTWARE SUPPORT AND MAINTENANCE SERVICES

6.1   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.

6.2   Unless otherwise required by Sandvine, 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 Release 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 Releases. After the expiry of any Support and Maintenance Services agreement for the installed Release version of the licensed Software, the End User shall be entitled to continue to use the last installed Release 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.

Sandvine shall have no obligation under this Agreement, the End User License Agreement, End User Support Terms or any other agreement or documentation (including under any Support and Maintenance Services agreement) to directly or indirectly provide an End User with any assistance, support, maintenance, upgrades or updates to any Software, or any part thereof, if the End User fails to pay all fees for the Software and Support and Maintenance Services or fails to comply with any part of the End User License Agreement (including but not limited to Section 5 (License Conditions), or Section 15 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights), or Section 18 (Code of Conduct) of the End User License Agreement) or End User Support Terms.

6.3 For clarity, at the expiry of the subscription term for Subscription Software, the Sandvine authorized Reseller shall ensure that the End User removes all copies and installations of the Subscription Software and immediately ceases using the Subscription Software.

7. ADD-ONs TO SUPPORT AND MAINTENANCE SERVICES. This provision sets out the additional terms and conditions applicable to add-on services to Sandvine's standard Support and Maintenance Services.

7.1 **Assigned Customer Success Support Engineer**. If End User elects to purchase an Assigned Customer Success Support Engineer, then End User shall have access to a shared Sandvine Customer Success Support Engineer during local business hours, between the hours of 8:00 am and 5:00 pm, to assist with any support issues that may arise.

In addition, End User will receive automatic updates for all support issues that occur outside of these hours. The Sandvine Customer Success Support Engineer will be responsible for:

(i) Running quarterly operational checks to validate environmental health and configuration;

(ii) Proactively reviewing the vital signs and statistics of End User's deployment of Software;

(iii) Sandvine Software Updates Deployment Service. Sandvine shall assist End User with the deployment of the first node deployment of an LTS Release or Major Release of Software;

(iv)   Loadable Traffic Identification Package ("**LTIP**") and Datastream Recognition Definition Language ("**DRDL**") Deployment. Sandvine shall assist End User with the deployment of new LTIP or DRDL Signatures; and

(v)   Expedited Access to Sandvine Engineering. Access to Sandvine's engineering organization to ensure that fixes and workarounds are provided as quickly and effectively as possible.

7.2   **Assigned Customer Success Manager.** If End User elects to purchase an Assigned Customer Success Manager, End User shall have access to a shared Sandvine Customer Success Manager to act as a single point of contact for all Support and Maintenance Services. The Sandvine Customer Success Manager will be responsible for:

   (i)   Planning of upgrades, maintenance windows, adds, moves, changes, and professional services;
   (ii)   Facilitating any network remediation requirements;
   (iii)   Scheduling and coordination of any End User training requirements for Products;
   (iv)   Providing regular reporting on items such as open issues, case trends, network planning, agreed upon metrics, and tactical or strategic network improvements; and
   (v)   Acting as an End User escalation point for post-sales related issues.

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SCHEDULE B

DESCRIPTION OF SUPPORT AND MAINTENANCE SERVICES – HARDWARE

1.   HARDWARE SUPPORT EXCLUSIONS.

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

(a)   Installation onto the Hardware by anyone other than Sandvine of any software that is not compatible with the specific Hardware in accordance with Sandvine Documentation.

(b)   Any software including, without limitation, any Sandvine or third party software or any updates or upgrades thereto (but excluding any Sandvine-approved firmware software updates that are provided by the OEM for the Hardware).

(c)   Physical modification to or servicing of the Hardware by anyone other than qualified Sandvine engineers or the engineers of the OEM who is contracted by Sandvine to provide support for the Hardware.

(d)   Operation or use of the Hardware outside of the specified operating environment conditions for the Hardware relating to heat, humidity, power supply, etc. as provided in the Sandvine's Documentation for the Hardware (including Sandvine's Hardware Installation Guide).

(e)   Repair or damage from accident as a result of End User's negligence, operator error or omission, wear and tear, abuse, external electrical work, transportation, neglect or misuse, intentional damage, flood, fire, water, vandalism burglary, lightning, failure or fluctuation of electrical power, communication line failure, failure of foreign interconnect equipment, failure to follow the instructions provided by Sandvine for the Hardware, failure to perform preventative maintenance, or causes other than ordinary use.

(f)   Any other Third Party Items including any third party software, firmware, physical parts, components, products or accessories not supplied by Sandvine.

(g)   Any Professional Services.

(h)   Normal wear and tear.

(i)   Hardware where the serial number, or another identifier, has been defaced or removed.

(j)   Hardware provided for non-commercial purposes including for trials, first office application (FOA), early access, beta, or for evaluation, testing or demonstration purposes.

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

1.3   Sandvine is not responsible for any performance issues caused by:

(a)   the End User operating insufficient Sandvine products or services, or third party hardware, software or services;

(b)   the End User operating with non-carrier-grade network infrastructure and/or cloud/virtual platforms;

(c)   insufficient End User information security protocols; or

(d)   any failure by End User to update or upgrade any of the foregoing items, or due to changes in the End User's traffic parameters or application mixes.

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

(a)   not being caused by Sandvine's Software or 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 Sandvine's Software or 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.

2.   HARDWARE SUPPORT TARGET TIMES.

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

Service Type	Severity 1	Severity 2	Severity 3	Severity 4
First Response	30 mins	30 mins	30 mins	30 mins

Time for Sandvine engineer to pick-up and start working case.				
<u>Restore</u> The system is restored to being functional or an RMA is issued if deemed to be a Hardware failure.	12 hours	24 hours	10 days	10 days
<u>Resolve</u> The situation is resolved by determining repair/replacement (based on receipt of unit at Sandvine) and when the RMA is completed.	45 days	45 days	60 days	60 days

3. HARDWARE END OF LIFE. Sandvine reserves the right not to renew a Support and Maintenance Services agreement for Hardware that has been subject to an end-of-life announcement. Sandvine will provide a minimum of ninety (90) days advance notice (which may be by email, or via the Portal, or as otherwise reasonably determined by Sandvine), or the notice as required by law, prior to discontinuing any Hardware in accordance with Sandvine's end-of-life policy. Sandvine will also announce last time buy dates for Hardware to permit End User to purchase (while quantities last) the Hardware is subject to the last time buy announcement.

4. HARDWARE REPLACEMENT. Sandvine may elect to replace defective or damaged Hardware, parts, or components under warranty with Hardware, parts or components that are new, like-new, and/or equivalent in form, fit, and function to the returned Hardware. All replaced Hardware, parts or components recovered by Sandvine will become the property of Sandvine upon replacement. Sandvine will repair or exchange Hardware for End User, based upon the entitlement type, as described below. The applicable charge for repair or replacement of Hardware not under warranty shall be at Sandvine's then-current standard rates and may include transportation related charges and import duty or similar importation tax, if applicable.

<u>Entitlement Types:</u>

(b) <u>Warranty-only Hardware</u> – Will receive return to factory repair or replacement, not advance replacement.

(c) <u>Hardware covered by Support and Maintenance Services</u> – Will receive advance replacement of Hardware under standard warranty.

(d) <u>Hardware covered by Support and Maintenance Services with extended Hardware warranty</u> – Will receive advance replacement of Hardware under an extended warranty.

(e) <u>Hardware expired warranty and Hardware not covered by Support and Maintenance Services</u> – 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.

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

5.   ADVANCE HARDWARE REPLACEMENT CONDITIONS. The provision of any advance replacements by Sandvine is strictly conditional upon the prompt return of the defective warrantied Hardware unit to Sandvine. If Sandvine does not receive the warrantied Hardware after ten (10) Business Days, Sandvine: (a) will invoice the End User an amount equal to the applicable list price for the advance replacement and End User shall pay such invoice; and (b) will be under no obligation to provide any further advance replacements to End User regardless of the tier of Support and Maintenance Services purchased by End User and End User waives any entitlements thereto.

6.   HARDWARE REPAIR PROCEDURES. Upon receipt of a material return request for defective or damaged Hardware in compliance with Sandvine's RMA policy, Sandvine will ship the replacement Hardware or part(s) from the United States of America or Waterloo, Ontario Canada on an exchange basis within the next Business Day. Sandvine will not be responsible for any Hardware returned without proper documentation, including a Sandvine-issued RMA number.

For clarification, RMA service is subject to a determination by Sandvine that the alleged malfunction is caused by a Hardware failure. Cutoff for next business day receipt of RMA is at 12pm, in the time zone where the distribution facilities are located. Sandvine is not responsible for transportation or custom delays and End User will be charged for transportation or customs delays and End User will be charged for transportation related charges and any imposed import duty or similar importation tax.

Sandvine reserves the right to invoice 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.

The End User's sole and exclusive remedy shall be to have the defective Hardware repaired or replaced at Sandvine's option in accordance with these Repair Procedures.

SCHEDULE C

RESPONSIBILITY MATRIX FOR SUPPORT AND MAINTENANCE SERVICES

Sandvine and the Sandvine authorized Reseller shall be responsible for the tasks as indicated below. Sandvine nominates the Sandvine authorized Reseller to perform "Tier 1" 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 the Sandvine authorized Reseller. Any such change in designation will not impact the level of support the End User receives.

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

Task	Sandvine Tier 2	Sandvine authorized Reseller Tier 1
(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.		
(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 Support Bundle file, logs, error messages, and any traces that supports the issue being reported through the support file server.		✓
(iv) review the data provided by the Sandvine authorized Reseller; identify any information that is missing and revert to the Sandvine authorized Reseller as required.	✓	
* 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.			
(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.		✓
(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.		✓
(iii)	manage the case as the main point of contact from the End User's perspective (even after Sandvine engagement). The Sandvine authorized Reseller 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.		✓
(iv)	provide summary of the required data to be gathered, including: (i) provide instructions so the Sandvine authorized Reseller/End User is able to obtain the data; (ii) advise of risks involved in obtaining the data and recommend use of maintenance windows as appropriate.	✓	
(c)	**Configuration.**		
Support for configurations.			
(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.			
(iii)	review log files, understand when the case started, and isolate any triggers or deviations that prompted the case.		✓
(iv)	collect and analyze the support bundle and required captures/traces		✓
(v)	search Sandvine's online Portal, 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.		
(vi)	apply any workarounds as suggested by Sandvine. As required, test workarounds in the Sandvine authorized Reseller or End User's lab (or live network if no lab is available).		✓
(vii)	upgrade / update software should the resolution of the case deem this activity necessary.		✓
(viii)	problem re-creation in the Sandvine authorized Reseller's lab or test system.		✓
(ix)	assume responsibility for case once the Sandvine authorized Reseller exhausts actions (i) to (vi).	✓	
(x)	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 Sandvine authorized Reseller. If an identified issue is resolved in a newer release, Sandvine will inform the Sandvine authorized Reseller such that they can implement the required upgrade. If the Sandvine authorized Reseller 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 Sandvine authorized Reseller will further troubleshoot with the documented steps/procedure prior to re-engaging Sandvine.	✓	
(e)	**Maintenance Window Scheduling.** Coordination of a release maintenance window in adherence with the End User's defined change management policies.		
(i)	submit the necessary request to the End User following the End User's change management policies. Inform Sandvine the date/time of the maintenance window.		✓
(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.		✓
(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.		✓

(iv)	for proactive maintenance windows (for example, an upgrade that is being rolled out across the End User's install base); the Sandvine authorized Reseller will raise a "Proactive" case type with Sandvine. This will ensure that the Sandvine authorized Reseller and Sandvine are aligned on the understanding of the scope of the work that is being included.		✓
(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 Sandvine authorized Reseller so that Sandvine involvement is not required.	✓	
(vi)	be on standby support when a "Proactive" case type has been opened at least 2 Business Days in advance.	✓	
(f)	**Maintenance Window Participation.** The parties who are expected to participate and support the maintenance window activities and coordination efforts.		
(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 Sandvine authorized Reseller 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 Software and/or Hardware.		
(i)	MOP creation based on the End User's change management practices (including End User specific requirements such as formatting, translation from English, etc.). The Sandvine authorized Reseller 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 Sandvine authorized Reseller 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 Sandvine authorized Reseller.	✓	
(h)	**Root Cause Analysis ("RCA") Generation.** The act of generating the RCA for Critical cases.		
(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)	**Software Releases – Upgrades.** The implementation of Supported Releases.		
(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 Supported 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/Sandvine authorized Reseller'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 Sandvine authorized Reseller wish to have Sandvine attend the upgrades, a SOW will be quoted as a paid-for professional service engagement.		✓
(ix)	should the Sandvine authorized Reseller 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 Software issue or a customization issue. In the case of a Software 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.		✓
(j)	**First Node Implementation ("FNI").** Maintenance window that is the initial implementation of Supported Releases.		
(i)	when contracted to provide FNI, the Sandvine authorized Reseller 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.		✓
(ii)	should the Sandvine authorized Reseller wish to have Sandvine on standby support in case of issues during the maintenance window, the Sandvine authorized Reseller shall open a "Proactive" case and upload the MOP for review by Sandvine minimum 2 Business Days prior to maintenance window. The Sandvine authorized Reseller will change the severity of the "Proactive" case during the maintenance to "Critical" to engage the Sandvine to provide escalation assistance.		✓
(k)	**Return Merchandise Authorization ("RMA").** The return of defective Hardware to Sandvine.		
(i)	contact Sandvine to diagnose issues with Hardware.		✓
(ii)	determination that Hardware is defective and should be returned. Supply the Sandvine authorized Reseller with RMA # and RMA instructions.	✓	
(iii)	return defective Hardware in the proper packaging materials following all RMA instructions from Sandvine in a timely manner.		✓
(iv)	payment of RMA shipping costs.	✓	

(v)	payment of import duties and similar importation taxes related to advanced replacement.		✓
(vi)	provide the proper shipping address, receiver's name, telephone # and email address for the return shipment to the End User.		✓
(I)	**Advanced Replacement.** Shipment of replacement Hardware in advance of receipt of defective Hardware from the Sandvine authorized Reseller/End User in accordance with contractual commitments.		
(i)	provide information required to issue an advanced replacement (i.e., serial number of the 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 Hardware).		✓
(ii)	shipment of replacement Hardware once Sandvine and the Sandvine authorized Reseller determine Hardware is faulty.	✓	
(iii)	payment of advanced replacement shipping costs.		✓
(iv)	payment of import duties and similar importation taxes related to advanced replacement.		✓