

This End User License Agreement (“**Agreement**”) sets forth the terms and conditions controlling End User’s right to use and the manner of use of Sandvine’s App QoE Software.

1. Use Constitutes Acceptance. BY DOWNLOADING, INSTALLING, ACCESSING AND/OR USING APP QOE SOFTWARE (OR ANY PART THEREOF), OR BY ACCEPTING THIS AGREEMENT, END USER ACKNOWLEDGES THAT END USER HAS READ, UNDERSTOOD AND ACCEPTS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE, PLEASE DO NOT DOWNLOAD, INSTALL, ACCESS AND/OR USE APP QOE SOFTWARE. FOR CLARITY, IF END USER PERMITS A THIRD PARTY (INCLUDING SANDVINE, A SUBCONTRACTOR, SERVICE PROVIDER, SYSTEMS INTEGRATOR, CONSULTANT AND/OR SANDVINE-AUTHORIZED RESELLER) TO DOWNLOAD, INSTALL, ACCESS AND/OR USE APP QOE SOFTWARE, OR TO ACCEPT THIS AGREEMENT, ON BEHALF OF THE END USER, THIS AGREEMENT SHALL BE DEEMED TO APPLY TO AND BE BINDING UPON THE END USER.

For clarity: (a) App QoE Software is only made available by Sandvine for End Users who have licensed App QoE Software from Sandvine; (b) you are only permitted to download, install, access and/or use App QoE Software to the extent that you are: (i) an End User who has licensed App QoE Software from Sandvine; or (ii) a Sandvine-authorized reseller, or a subcontractor, service provider, systems integrator or consultant, who is doing this on behalf of an End User who has licensed App QoE Software from Sandvine; (c) you must not share App QoE Software (or any part thereof) with anyone else unless and solely to the extent you are expressly authorized in writing by Sandvine. Sandvine-authorized resellers are only permitted to download, install, access, use and share App QoE Software with End Users who have licensed App QoE Software from Sandvine and in the performance of their contractual duties to Sandvine and End User; (d) no other download, install, access, use or sharing of App QoE Software (or any part thereof) is permitted by Sandvine.

2. Definitions.

- a. “**Affiliates**” means any entity directly or indirectly controlling, controlled by or under common control with Sandvine.
- b. “**Application Identification Terms**” means Sandvine’s then-current terms and conditions for Sandvine’s Application Identification solution which can be found at <http://www.sandvine.com/legal>.
- c. “**App QoE Software**” means Sandvine’s software offering which is designed to provide End Users (depending on the level of license purchased by the End User) with the ability to use Sandvine’s analytics, optimization, monetization, and content classification functionalities. App QoE Software may include associated Documentation.
- d. “**Bandwidth**” means the peak amount of data passing through the applicable Software (which may be per instance or for all instances as specified by Sandvine) during a sixty (60) minute period. The level of Bandwidth is measured by determining the 95th percentile of the one hundred and sixty eight (168) one hour unique bandwidth counts during the preceding seven (7) day period.
- e. “**Documentation**” means Sandvine’s electronic, printed, or other form of documents that accompany or are otherwise available to provide information about installation, operation, and use of App QoE Software.
- f. “**DPA**” means the then-current Sandvine data processing addendum which can be found at https://www.sandvine.com/hubfs/Sandvine_Redesign_2019/Downloads/Legal/2023/DPA.pdf.
- g. “**End User**” means the end user that licenses App QoE Software.
- h. “**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: (i) access to Software, Documentation, knowledge-base articles and order tracking information; (ii) the ability to enter support tickets; (iii) notifications and information updates from Sandvine; (iv) the ability to request training and access; and (v) Sandvine’s end of life policy.
- i. “**Product Evaluation Terms**” means Sandvine’s then-current terms and conditions for Sandvine’s trial, test and/or evaluation of Sandvine’s products, which can be found at <http://www.sandvine.com/legal>.
- j. “**Sandvine**” means Sandvine Corporation and Sandvine Holdings UK Limited. If the End User is located in the United States of America, Japan, Saudi Arabia or South Africa, then Sandvine also includes Procera Networks, Inc (“**PNI**”).
- k. “**Software**” means Sandvine proprietary software. Software includes updates and upgrades if any are provided to End User by Sandvine. No source code shall be provided hereunder.
- l. “**Support and Maintenance Services**” means the support and maintenance services for App QoE Software as identified in, and subject to, the Support Terms.
- m. “**Support Terms**” means Sandvine’s then-current terms and conditions for App QoE Software Support and Maintenance Services, which can be found at <http://www.sandvine.com/legal>.

- n. “**Trial Terms**” means Sandvine’s then-current terms and conditions for trials, testing or evaluation of Sandvine products by the End User, which can be found at <http://www.sandvine.com/legal>.
- 3. App QoE Software License.**
- a. **License Grant.** App QoE Software licenses may be perpetual, for a fixed term or a subscription. Subscriptions and fixed term licenses are for one (1) year periods. Perpetual and fixed term App QoE Software licenses do not include Support and Maintenance Services, which must be purchased separately. Subscription App QoE Software licenses include Support and Maintenance Services. Support Terms shall apply to the Support and Maintenance Services. Subject to End User’s compliance with this Agreement and payment of all applicable App QoE Software license and App QoE Software Support and Maintenance fees, End User is licensed to use App QoE Software on a non-exclusive and non-transferable (except as otherwise expressly permitted in this Agreement) basis up to the specified maximum amount of Bandwidth purchased by End User.
- b. **Lists.** Signatures to identify Internet traffic, lists or feeds (collectively, “**Lists**”) may be used in conjunction with App QoE Software. If End User subscribes to Lists (the “**List Subscription**”), the following terms shall apply:
- i. Certain Lists may be provided by Sandvine or by third party providers and the intellectual property rights shall remain the exclusive property of the applicable third party provider and End User acquires no ownership rights therein;
 - ii. App QoE Software and Support and Maintenance Services do not include Lists (or updates to Lists) and End Users must separately subscribe for access to Lists on a continuous basis;
 - iii. Use of Lists is at End User’s own risk and Sandvine provides no warranty relating to Lists and accepts no liability in relation to End User’s use of the Lists;
 - iv. End User is licensed to use Lists solely for its own internal use in connection with its use of App QoE Software and for no other purpose. End User may not transfer, rent, lease or sublease the Lists or allow a third party to do so. End User expressly agrees that it will not, nor will it assist others to: (A) make unauthorized copies of all or any portion of the Lists, or (B) sell, sublicense, distribute, rent or lease the Lists in any manner;
 - v. If End User subscribes to a List and pays the applicable fees, regular updates to the Lists will be made available during the applicable List Subscription period. The frequency of updates to Lists may vary depending on the level of service licensed by the End User. The List Subscription is required to keep the Lists up to date and, if End User does not have a List Subscription, the version of the List used by End User may quickly become out of date, obsolete and ineffective;
 - vi. End User must be enrolled for Support and Maintenance Services for the applicable List Subscription period;
 - vii. Sandvine will use commercially reasonable efforts to provide regular updates based on the specific List requirements. Sandvine reserves the right to vary a List, or to not to renew the subscription for a List, at its sole discretion;
 - viii. List Subscriptions shall be for one (1) year periods; and
 - ix. If End User chooses not to renew its List Subscription, End User shall: (A) be entitled to continue to use the version of a “signature update” List last installed prior to the List Subscription period expiring; and (B) not be entitled to continue to use any “third party” List after the List Subscription period expires.
- c. **Excess Bandwidth.** End User is responsible for managing its use of App QoE Software licenses such that End User’s use does not exceed the limit of the Bandwidth purchased by the End User. If End User’s actual use exceeds the limit of the Bandwidth purchased by the End User, the End User agrees to purchase additional Bandwidth sufficient for the End User’s actual use. End User acknowledges that Sandvine may reduce the End User’s actual usage so that it remains under the Bandwidth capacity threshold purchased by the End User, include within the Software restrictions on the availability of the Software or its functionality, or take such other steps as it considers necessary, when the End User actual use is in excess of any limits.
- d. **Transfer of Licenses.** Provided that End User is enrolled for Support and Maintenance Services coverage in respect of App QoE Software, App QoE Software may be installed on any number of End User’s servers and transferred between End User’s servers, subject to the following: (i) installations and transfers may only occur on End User’s servers; and (ii) subject always to Section 11 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights), App QoE Software licenses may be transferred to an entity which is the successor in interest to End User’s business by way of merger, acquisition or sale of all or substantially all of End User’s assets. For clarity, except to the extent set out in subsection 3.d.(ii) above, End User is not permitted to: (A) transfer App QoE Software licenses to any third party including End User’s affiliates or subsidiaries; or (B) where End User is part of a group of affiliated network operating companies, pool or use App QoE Software licenses across affiliated companies within the End User group (including any new, merged or acquired affiliated companies).
- e. **License Renewals.** Sandvine may provide at least six (6) months advance written notice of an increase to the

App QoE Software license fee or the List Subscription fee applicable to the next renewal period for the same App QoE Software and Bandwidth. End User agrees to pay the additional fees applicable for: (i) Bandwidth increases in accordance with Section 3.f. (License Verification); and (ii) any new or additional licenses required by End User for the App QoE Software or List Subscriptions, and any associated Support and Maintenance Services. If the End User does not agree to the increase, then End User must provide Sandvine with at least three (3) months advance written notice that the End User wishes to terminate the App QoE Software license or the List Subscription at the end of the current license period. If Sandvine receives such a termination notice from the End User, then the license will expire at the end of the current license period. If Sandvine does not receive such a termination notice from the End User, then the license will automatically renew for another license period of the same duration as the original license period and the End User will pay the App QoE Software license fees, the List Subscription fees, and the Support and Maintenance Fees as notified by Sandvine.

- f. **License Verification.** End User's scope of deployment and use of the licenses may be verified on a periodic basis by Sandvine. At Sandvine's sole discretion, Sandvine may collect and use Bandwidth usage metrics, and other metrics. If Sandvine's verification indicates that additional Bandwidth is required based on End User's actual usage, the applicable fees shall be calculated by Sandvine and payable by End User commencing from the start of applicable Sandvine review period. End User must operate Sandvine's License Manager in "online" mode. Sandvine may audit End User's use of App QoE Software to verify End User's compliance with the applicable licenses and the license conditions. End User shall maintain adequate internal controls and procedures that are reasonably designed to monitor, audit, detect and prevent any non-compliance with this Agreement. If Sandvine elects to exercise an audit, the audit shall be conducted at Sandvine's expense and shall be subject to the following conditions: (i) Sandvine shall give thirty (30) days prior written notice of its intention to conduct the audit, and (ii) the audit shall be conducted during End User's regular business hours and shall not unreasonably interfere with End User's normal operations. If End User has exceeded the maximum Bandwidth applicable to its licenses, End User shall obtain the correct number of licenses and pay the additional amounts applicable for such licenses to Sandvine. It shall be deemed to be a material breach of this Agreement if: (A) End User refuses to provide requested information and/or cooperate with an audit; and/or (B) End User fails to pay Sandvine the applicable license fees and continues to use App QoE Software. End User acknowledges and agrees that Sandvine's rights under this section extend to the right to audit any Sandvine-authorized reseller from whom End User acquires the Sandvine products and services, and any subcontractor, service provider, systems integrator or consultant of End User who is involved with the installation, configuration, management and/or support of the Sandvine products and services.
- g. **Invoicing.** Sandvine shall be entitled to invoice End User for App QoE Software and End User shall pay for App QoE Software licenses in advance. If End User's actual Bandwidth use exceeds what the End User has paid for, then the End User shall pay for additional Bandwidth at Sandvine's then current fees based on the End User's actual Bandwidth use. Sandvine shall be entitled to invoice End User on a quarterly basis for the license fees incurred by the End User for additional Bandwidth. Invoices may be issued to End User by either Sandvine or a Sandvine-authorized reseller. If End User is invoiced by Sandvine, End User shall pay Sandvine's invoices within thirty (30) days following the date of the invoice and such payment shall be non-refundable even if the Bandwidth is not fully used by End User. If the End User is invoiced by a Sandvine-authorized reseller, the End User will pay the Sandvine-authorized reseller in accordance with the payment terms agreed between the End User and the Sandvine-authorized reseller.
- h. **Testing and Evaluation.** End User agrees that any Software that Sandvine offers to End User for the End User's trial, testing and evaluation purposes are subject to the Trial Terms, which the End User is deemed to have accepted for each trial, test or evaluation that is undertaken by the End User in the End User's network. Such Software must only be trialed, tested and evaluated by the End User. End User agrees that Sandvine may trial, test and evaluate Sandvine products in the End User's network from time to time subject to the Product Evaluation Terms, which the End User is deemed to have accepted for each trial, test or evaluation that is undertaken by Sandvine.
- i. **Application Identification.** End User and Sandvine may agree to have an application identification Product provided by Sandvine installed in the End User's network solely on an application identification basis ("**Application Identification Product**"). End User agrees that any Application Identification Product(s) that Sandvine offers to End User shall be subject to the Application Identification Terms, which the End User is deemed to have accepted for each Application Identification Product that is provided to the End User. Application Identification Products are Products subject to this Agreement.
- j. **End of Life.** Sandvine may end of life Software at any time. Please refer to Sandvine's end of life policy on the Portal.
4. **License Conditions.** The licenses set out in this Agreement are, at all times, subject to the following restrictions and any contravention of these restrictions shall constitute a material breach of this Agreement:
- a. App QoE Software and Lists are protected by United States and international laws and regulations including those related to: (i) copyright, patent, trade secret and other intellectual property rights, and (ii) international trade laws

and regulations – End User shall not remove, alter, cover, obfuscate or destroy any copyright notices, proprietary markings, proprietary legends, other proprietary rights notices, or any other notices or markings placed upon or contained within App QoE Software or Lists (including any copyright or other attribution statements such as for open source software);

- b. End User shall not, and shall not permit, authorize or engage any third party to, copy, modify, translate, alter, adapt, reverse engineer, disassemble, decompile, create derivative works of App QoE Software or Lists (or any part thereof), or, in relation to any software, attempt to derive source code;
- c. Software, Documentation and Lists are licensed, not sold, to End User and title to Software, Documentation and Lists remain in Sandvine and Affiliates and their suppliers and licensors – End User has no authority or right to sell, sublicense, rent, loan, provide software-as-a-service, distribute, transfer, disclose, reveal or otherwise communicate directly or indirectly App QoE Software or Lists (or any part thereof), or any information about App QoE Software or Lists, to any person, firm, corporation or other entity;
- d. All intellectual property rights in and relating to App QoE Software or Lists (including all trade secrets, know-how and copyrighted material in any form), shall remain the exclusive property of Sandvine and End User acquires no rights in App QoE Software or Lists (or any part thereof) other than those specified in this Agreement;
- e. App QoE Software and Lists shall constitute “Confidential Information” and may contain unpublished information and embody valuable trade secrets proprietary to Sandvine and Affiliates and their suppliers and licensors for the purposes of the confidentiality provisions of this Agreement, or any other separate confidentiality agreement between the parties. End User shall hold in confidence and not disclose to any third party, indefinitely, any Software, Documentation, or any other unpublished or confidential information about App QoE Software or Lists or trade secrets of Sandvine;
- f. The timely payment of all applicable license fees relating to App QoE Software and Lists, and any other applicable fees (including fees for Support and Maintenance Services and other Sandvine services);
- g. End User shall be responsible for the payment of any taxes (including personal property taxes) arising from this Agreement or the use of App QoE Software or Lists by End User;
- h. End User shall only use, execute, store, display and back-up object code versions of Software within End User’s own internal network and use, reproduce and distribute Documentation internally within End User’s operations to support the use of App QoE Software and Lists by End User’s personnel;
- i. End User shall not publish any information that compares the performance of App QoE Software or Lists with products created or distributed by others without the prior written consent of Sandvine;
- j. End User shall comply with all laws and regulations applicable to End User’s use of App QoE Software or Lists including any privacy/data protection laws and regulations, export controls, economic sanctions, and national security related laws, orders and regulations;
- k. End User shall not use App QoE Software or Lists for mass surveillance of individuals or for individual surveillance or other targeted actions on the basis on race, gender, sexual orientation, religion, or other protected classes, but can use the Products if permitted to do so in accordance with applicable law for targeted surveillance directed towards specific persons of interest for the prevention and investigation of crimes or violations of law, order, or regulation by an individual;
- l. End User shall not use App QoE Software or Lists to redirect anyone to websites infected with malware or spyware;
- m. End User shall not use App QoE Software or Lists to determine or attempt to determine the identity of individual users who go to a specific website except solely to the extent End User is permitted to do so under applicable laws and regulations, to identify such users in connection with access to pornographic or restricted sites or access to websites for illegal purposes;
- n. End User shall not use App QoE Software or Lists, alone or in combination with other activities, products or services, in any activity or manner that violates, or supports, assists, facilitates, enables, constitutes or is otherwise deemed to be a violation of: (i) any law, order or regulation, or is otherwise for criminal purposes; or (ii) any fundamental human rights standards of any person, group, or community, as set forth in applicable internationally-recognized human rights instruments, such as the Universal Declaration of Human Rights, (<https://www.un.org/en/universal-declaration-human-rights/>), the International Covenant on Civil and Political Rights (<https://www.ohchr.org/en/professionalinterest/pages/ccpr.aspx>), and the International Labor Organization Declaration on Fundamental Principles and Rights at Work (<https://www.ilo.org/declaration/thedeclaration/textdeclaration/lang--en/index.htm>) by anyone;
- o. End User shall assume sole responsibility for: (i) the establishment of appropriate security measures, and (ii) taking appropriate measures to back up computers and take other measures to prevent any loss of files or data;
- p. Where a Sandvine-authorized reseller is performing the installation and/or configuration of App QoE Software or

Lists, the Sandvine-authorized reseller, and not Sandvine, is responsible for such installation and/or configuration; and

- q. Sandvine has no obligation under this Agreement, or any Support and Maintenance Services agreement, to provide updates and/or upgrades to App QoE Software (or any part thereof). However, Sandvine may, from time to time, in Sandvine's sole discretion, make updates and/or upgrades to App QoE Software (or part thereof) available via the Portal or other sources. Any updates and/or upgrades provided by Sandvine may result in functional or other changes to App QoE Software (or part thereof). End User assumes all risk resulting from installing, or from failing to install, updates and/or upgrades made available by Sandvine.

5. Retained Data. End User accepts that the following types of information may be obtained from End User, or may be sent by App QoE Software to Sandvine (collectively "**Retained Data**"):

- a. operational system information concerning App QoE Software, including the version of App QoE Software installed, App QoE Software diagnostics information, basic App QoE Software performance, and any errors that App QoE Software encounters;
- b. aggregated or anonymized information concerning the traffic in End User's network; and
- c. if End User uses Interconnect Bypass Services information about and relating to unlicensed gateways.

The foregoing information may be used in order to: (i) enable Sandvine to better monitor the health and performance of App QoE Software; (ii) enhance and improve the performance of Sandvine's products and services; (iii) develop and commercialize new products and services or new functionalities; (iv) optimize and support Sandvine's research and development activities; and (v) prepare and share reports about Internet and electronic communication data trends (provided that they shall not identify the End User or any End User Data that has not been anonymized and aggregated). End User hereby consents to the transfer, collection and use of such information and agrees that such transfer, collection and use for the purposes set out herein shall not constitute a breach of any confidentiality and/or non-disclosure and/or non-use obligations that may be in place between the End User and Sandvine.

Retained Data will be deemed to be owned by Sandvine and Sandvine shall have unrestricted title, rights, and interest to the Retained Data, which may include rights to use, distribute, transmit, transfer, share, and assign the Retained Data, and to incorporate or use them, or any functionality or features developed using them, in Sandvine's products and services at any time.

6. Investigations. Notwithstanding any agreement to the contrary, Sandvine reserves the right to:

- a. monitor End User's compliance with this Agreement, and use of App QoE Software by using any information or materials made available to Sandvine by End User either directly or through a Sandvine-authorized reseller; and/or
- b. investigate any breach or suspected breach of this Agreement or any violation or suspected violation of any applicable law; and/or
- c. notify applicable officials, bodies or organizations (including law enforcement, judicial, regulatory, governmental, and/or media) and respond to and assist with enquiries from such officials, bodies or organizations; co-operate with their investigations; and disclose to them the occurrence of, and details about, any breach or suspected non-compliance with this Agreement or violation or suspected violation of any applicable law.

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

7. Expiration and Termination.

- a. **Expiration of Licenses.** Subscription and fixed term licenses shall expire immediately at the end of the specified license term without any requirement for notice to be provided by Sandvine, unless renewed in accordance with this Agreement.
- b. **Termination by Sandvine.** Sandvine may provide at least three (3) months advance written notice that a subscription or fixed term license will not renew for any or no reason. Such notice may be provided to the End User or to the Sandvine-authorized reseller from whom the End User has acquired the license. If a third party brings a claim against Sandvine that App QoE Software infringes on that third party's valid patents or copyrights, Sandvine may at its option and discretion: (A) replace or modify App QoE Software to make it non-infringing, (B) secure rights for the End User to continue using App QoE Software, or (C) if Sandvine, acting reasonably, determines that (A) and (B) are not commercially reasonable options, terminate any applicable End User licenses and provide a refund for (1) perpetually-licensed App QoE Software, the amount received by Sandvine App QoE Software on a five-year, straight-line basis (calculated daily); and (2) for App QoE Software licensed on a fixed term or subscription basis, any prepaid but unused amount received by Sandvine for App QoE Software. If applicable, unless otherwise agreed in writing by Sandvine, any such refund shall be provided to the Sandvine-

authorized reseller who originally paid Sandvine for App QoE Software and it will be up to the End User to obtain a refund from the Sandvine-authorized reseller from whom the End User purchased App QoE Software.

- c. **Termination for Cause.** Sandvine has a right, at Sandvine's sole discretion, to terminate all rights and licenses for App QoE Software, and any services related thereto (such as support and maintenance), if End User fails to comply with this Agreement or if Sandvine does not receive all applicable fees. If Sandvine determines, in its sole discretion, that the End User's compliance with laws or regulations applicable to it, or the End User's compliance with the instructions or requirements of a government or regulatory body with jurisdiction over it, results in the violation of Section 12 (Code of Conduct) or of any human rights (as defined in Section 4(n) above), Sandvine may terminate this Agreement immediately with or without notice at its sole discretion. Without any liability to End User or anyone else, if Sandvine deems it appropriate due to End User's non-compliance with this Agreement or End User's violation of applicable law or the violation of any human rights, Sandvine may, at its sole discretion: (1) disable (permanently or temporarily) the operation of App QoE Software (or any part thereof); and/or (2) cancel or suspend any service Sandvine provides (directly or indirectly via Sandvine-authorized resellers) for End User under any agreement including the support and maintenance services, any updates or upgrades, training and professional services; and/or (3) notify applicable officials, bodies or organizations (including law enforcement, judicial, regulatory, governmental, and/or media) and respond to and assist with enquiries from such officials, bodies or organizations; co-operate with their investigations; and disclose to them the occurrence of, and details about, any breach of this Agreement or violation of any applicable law or violation of any human rights. Sandvine shall be under no obligation: (A) of confidentiality with respect to the occurrence of, or any details about, any breach of this Agreement or violation of any applicable law notwithstanding any other agreement to the contrary; or (B) to refund any fees paid by End User or a Sandvine-authorized reseller if Sandvine disables the operation of App QoE Software, and/or cancels or suspends any service in accordance with the preceding sentence. At its sole discretion, Sandvine may cease or require a Sandvine-authorized reseller to cease, or a Sandvine-authorized reseller may determine to cease, any activities for End User in relation to App QoE Software if End User does not comply with this Agreement or violates any applicable law or violates any human rights.
- d. **Obligations upon Expiration or Termination.** Upon the expiry or termination of the license: (A) the terminating or expiring rights and licenses shall immediately terminate; (B) End User shall immediately cease using and uninstall App QoE Software; (C) End User shall promptly and permanently remove all copies of Software and destroy all copies of the Software and Documentation in its possession or control; (D) Sandvine reserves the right to disable App QoE Software (or any part thereof); (E) Sandvine shall have no obligation to maintain or provide access to any End User data; and (F) any amount owed by End User to Sandvine shall become immediately due.

8. Disclaimer of Warranties. EXCEPT AS MAY BE SET FORTH BELOW IN THIS SECTION 8 (DISCLAIMER OF WARRANTIES), SANDVINE, ITS AFFILIATES AND THEIR SUPPLIERS OR LICENSORS DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS FOR APP QOE SOFTWARE AND LISTS WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING REPRESENTATIONS, WARRANTIES AND CONDITIONS OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF PARTICULAR WARRANTIES AND TO THE EXTENT THAT LAWS IN SUCH JURISDICTION ARE CONTROLLING, ONE OR MORE OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO END USER. For clarity, Sandvine provides no: (a) warranty for anything supplied by a third party including networks, products, software or services; (b) warranty or support for trial products, pre-release products, or Lists; and (b) warranty that App QoE Software (or any part thereof) will: (i) meet End User specifications, unique requirements and circumstances including with respect to their budget, functional requirements, use case, policy customization, capacity requirements, compatibility requirements, customer or user volume, customer or user demographics, data usage, data volumes, network infrastructure and network design ("**Circumstances**"); (ii) operate without interruption; (iii) be free from defects, errors, virus; or (iv) be secure.

If any Software (excluding any trial products and pre-release products) fails to substantially comply with Sandvine's specifications and is used under normal conditions and in compliance with this Agreement and applicable Documentation, then, provided End User has a valid Support and Maintenance Services agreement and notified Sandvine in writing and in reasonable detail of such failure so as to allow Sandvine to replicate such failure within ninety (90) days of delivery of such Software, Sandvine will provide Support and Maintenance Services to address such failure. The foregoing constitutes Sandvine's entire responsibility and End User's sole and exclusive remedy with respect to any such failure.

If Sandvine, or anyone acting on behalf of Sandvine, provides any comments, statements and/or recommendations directly or indirectly to an End User or a Sandvine-authorized reseller regarding the volume, specification and/or configuration of hardware, software, products, services, bandwidth and/or other items that an End User should consider purchasing and/or using, such comments, statements 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 shall not, at any time: (i) constitute advice, or a recommendation, warranty, or

guarantee, by or on behalf of Sandvine that the volume, specification and/or configuration of hardware, software, products, services, bandwidth and/or other items will satisfy any of the End User's Circumstances at any point in time; or (ii) obligate Sandvine to provide any compensation to the End User or anyone else including, without limitation: (a) providing additional or alternative hardware, software, products, services, bandwidth and/or other items to or for the End User, the Sandvine-authorized reseller or anyone else at Sandvine's cost; or (b) paying any amount to or for the End User, the Sandvine-authorized reseller or anyone else in relation to any hardware, software, products, services, bandwidth and/or other items purchased or used by the End User whether based on Sandvine's comments, suggestions and/or recommendations or otherwise. Sandvine shall have no responsibility or liability for any statements, comments or recommendations made by anyone else whether purportedly by or on behalf of Sandvine or otherwise.

9. Exclusion and Limitation of Liability. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PARTICULAR LIABILITIES AND, TO THE EXTENT THAT SUCH LAWS ARE CONTROLLING, ONE OR MORE OF THE FOREGOING EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO END USER. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, IN NO EVENT WILL SANDVINE, ITS AFFILIATES OR THEIR SUPPLIERS OR LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES WHATSOEVER OR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, BUSINESS INTERRUPTION, DESTRUCTION, LOSS, ALTERATION TO INFORMATION OR DATA, LOSS OR DISCLOSURE OF INFORMATION OR DATA, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE APP QOE SOFTWARE OR LISTS (OR ANY PART THEREOF) OR ANY INTELLECTUAL PROPERTY RIGHTS EMBODIED THEREIN, OR THE PERFORMANCE, INTERRUPTION OR FAILURE OF APP QOE SOFTWARE OR LISTS, IRRESPECTIVE OF THE CAUSE OF ACTION, EVEN IF SANDVINE, ITS AFFILIATES OR THEIR SUPPLIERS OR LICENSORS BECOME AWARE OF OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, SANDVINE'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT INCLUDING FROM OR IN CONNECTION WITH THE USE OR IMPROPER FUNCTIONING OF APP QOE SOFTWARE OR LISTS OR PROVIDING SERVICES OR ARISING OUT OF LIABILITY UNDER BREACH OF CONTRACT, INCLUDING DATA PROCESSING ADDENDUM OR IN CONNECTION WITH ANY PERSONAL DATA BREACH (EACH, A "**CLAIM**"), WILL NOT EXCEED THE AMOUNT PAID BY END USER FOR APP QOE SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. NOTWITHSTANDING ANYTHING ELSE, AFFILIATES, SUPPLIERS AND LICENSORS WILL HAVE NO LIABILITY TO END USER UNDER THIS AGREEMENT INCLUDING FOR ANY CLAIMS IN CONNECTION WITH APP QOE SOFTWARE OR LISTS.

10. Intellectual Property, and Trademarks. End User does not acquire any intellectual property or other proprietary rights (including patents, copyrights, trademarks, industrial, designs, moral, trade secret or confidentiality) in or relating to: (a) Sandvine and Affiliates, or their suppliers and licensors; (b) App QoE Software, Lists, Software or Documentation (or any part thereof); (c) any translation or other derivative works relating to App QoE Software, Lists, Software or Documentation (or any part thereof); or (d) any logos, trademarks, trade names of Sandvine or Affiliates, or their suppliers and licensors ("**Intellectual Property Rights**"). All Intellectual Property Rights belong exclusively to Sandvine and Affiliates, or their suppliers and licensors. End User shall not refute or otherwise challenge the ownership of such Intellectual Property Rights. All comments, ideas, changes or other feedback provided by End User to Sandvine regarding App QoE Software, Lists, Software, Documentation or any Intellectual Property Rights shall be owned by Sandvine and its Affiliates, or their suppliers and licensors. All rights, title and interest not expressly granted herein are reserved by Sandvine and Affiliates and their suppliers and licensors. End User grants Sandvine and Affiliates, and their applicable suppliers and licensors, a worldwide, perpetual, irrevocable, sub-licensable, transferable, royalty-free and non-exclusive license to use, distribute, reproduce, modify, adapt and perform End User data solely for the purpose of performing this Agreement and End User warrants and covenants that it has the right to grant such a license.

11. Compliance with Laws, Export Controls and U.S. Government Restricted Rights. End User shall conduct its business with App QoE Software in an ethical manner and comply with all applicable laws, ordinances, codes, regulations and policies applicable to End User's receipt or use of and/or access to App QoE Software including ensuring compliance with industry-specific laws and regulations applicable to End User and/or its business prior to or during its access to and/or use of App QoE Software. End User represents that: (a) End User is eligible to receive, access and/or use App QoE Software under applicable law, and (b) End User shall ensure that its receipt and use of and/or access to App QoE Software is in accordance with the restrictions in this section. App QoE Software (or any part thereof) including any technical data related thereto and any direct product thereof may not be exported or re-exported contrary to the laws and regulations of the United States and of other countries and End User will not export or re-export App QoE Software from the country where App QoE Software was originally delivered to End User. Software, Lists and Documentation are considered commercial computer software and documentation developed exclusively at private expense and are a "Commercial Item" as defined in 48 C.F.R. § 2.101 (and as it is defined and used in all corresponding agency specific Federal Acquisition Regulation supplements). If the End User is the U.S. Government or any agency or department thereof, App QoE Software is only delivered as a Commercial Item subject to the license grant specified in Section 3 (App QoE Software License) and other terms and conditions as set forth in this Agreement. Acquisition of App QoE Software licenses by the U.S. Government or any agency or department thereof shall only be under FAR or DFAR provisions for ACQUISITION OF COMMERCIAL ITEMS and shall not alter the terms and conditions of this Agreement. Subject to the foregoing, End User shall install App QoE Software only in the country where it was originally delivered to and installed by the End User by Sandvine.

12. Code of Conduct. End User acknowledges, understands, and agrees that: (a) measures taken by or on behalf of End Users to restrict access to the Internet, at the direction of governments or otherwise, must be exceptional, grounded in law, strictly necessary, limited in scope and duration, communicated and explained transparently, and proportional to a legitimate and lawful government aim. The denial of users' individual rights, including online, should be supported by legitimate, compelling, and substantiated reasons, not merely by vague and unspecified claims of national security or by unsubstantiated claims for the need to use police power for the purported safety of the people; (b) Sandvine prohibits its employees, subcontractors and suppliers, and Sandvine-authorized resellers from configuring Sandvine products and services in a manner that will result in the violation of applicable laws, this Agreement, any restrictions set out by Sandvine's business ethics committee, or any international human rights standards and best practices including the human rights standards set forth in sub-section n. of Section 4 (License Conditions), and requires them to inform Sandvine's compliance officer of any such request or on becoming aware of any such activity; (c) Sandvine may require that an End User annually certify in writing to Sandvine that it has complied with this Agreement including Section 3 (App QoE Software License), Section 4 (License Conditions), Section 11 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights), this Section 12 (Code of Conduct), and with all applicable laws; and (d) End User represents, warrants, covenants, and confirms that, should it learn of or have reason to suspect any breach of Section 3 (App QoE Software License), Section 4 (License Conditions), Section 11 (Compliance with Laws, Export Controls and U.S. Government Restricted Rights), or this Section 12 (Code of Conduct), End User will take appropriate remedial steps and promptly notify Sandvine in writing.

13. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, excluding the United Nations Convention on Contracts for the International Sale of Goods and any conflict of laws rule or principle, foreign or domestic, which might refer such interpretation to the laws of another jurisdiction. Subject to Section 14 (Dispute Resolution), each party irrevocably consents and submits to the exclusive jurisdiction of the federal and provincial courts situated in the city of Toronto and waives any objection thereto on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law. The parties waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. All correspondence shall be in the English language. Solely to the extent that a dispute arises under the Standard Contractual Clauses, the governing law and forum that shall govern such a dispute shall be the governing law and forum stated in the Standard Contractual Clauses and not this section.

14. Dispute Resolution. All disputes arising out of or in connection with Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. Each party shall bear one half of the costs associated with the arbitration proceedings. The award rendered by the arbitrators shall be final and binding upon the parties. Arbitration proceedings hereunder shall be conducted in the English language and shall take place in the City of Toronto, Ontario, Canada. Any arbitration conducted hereunder, and any award rendered therein, shall be strictly confidential, and neither party may disclose existence of any such arbitration or any award, other than to its legal and tax advisors, or as required by applicable law. Notwithstanding the foregoing, each party reserves the right to seek: (a) injunctive or equitable relief; or (b) relief in any court with jurisdiction including for money damages, in the event of claims or disputes regarding: (i) amounts owed to such party; or (ii) breach or threatened breach of obligations relating to confidentiality, intellectual property, reverse engineering or regulatory matters. Nothing in Sections 13 (Governing Law and Forum) or 14 (Dispute Resolution) shall limit the right of either party to bring enforcement proceedings in Canada or another jurisdiction in connection with any award or a judgment entered upon such award, in Canada or elsewhere.

15. Data Processing Addendum.

- a. If: (i) End User purchased the App QoE Software license directly from Sandvine Corporation or PNI or its Affiliate(s); and (ii) End User processes personal data to which the data protection laws of the European Union, a Member State of the European Union or European Economic Area, the United Kingdom or Switzerland were applicable prior to any processing by Sandvine Corporation or PNI or its Affiliates; and (iii) to the extent that End User is a data controller of personal data and Sandvine Corporation or PNI or its Affiliate is a data processor, the parties agree that the DPA is binding between the relevant parties and forms part of this Agreement, unless any prior written data processing agreement has already been concluded between the relevant parties being data controller and data processor.
- b. If End User: (i) does not process personal data to which the data protection laws of the European Union, a Member State of the European Union or European Economic Area, the United Kingdom or Switzerland are applicable; or (ii) is an indirect customer that has purchased the App QoE Software license through a Sandvine-authorized reseller or distributor, the DPA is not applicable and is not legally binding. Such an End User should contact the authorized reseller or distributor to discuss whether an amendment to its agreement with that reseller or distributor may be required. Sandvine and/or its Affiliates might act as sub-processors engaged by a Sandvine-authorized reseller or distributor.

16. Protection of Employee Personal Information. Sandvine may collect, use and share personal information relating to the officers or employees of Sandvine-authorized resellers and End Users (including full time, part time, and temporary employees) who interact with Sandvine ("**Employee Personal Information**"). Sandvine may obtain

Employee Personal Information either from the employees themselves or from End User or the Sandvine-authorized reseller. Sandvine may use the Employee Personal Information for the purposes of the legitimate business interests of Sandvine, its Affiliates or Sandvine-authorized resellers and End Users, including to: (i) establish and fulfil contracts with Sandvine-authorized resellers and End Users; (ii) provide customer service; (iii) assist in addressing inquiries from Sandvine-authorized resellers and End Users; (iv) deliver training to Sandvine-authorized resellers and End Users; (v) communicate with Sandvine-authorized resellers and End Users in relation to billing, activation, provision, maintenance, support, troubleshooting, resolving of disputes, deactivation, upgrade, or update of Sandvine's products; and (vi) establish, exercise or defend legal claims. For more information on how Sandvine protects Employee Personal Information and what data protection rights data subjects have, please refer to Sandvine Privacy Policy available at: <https://www.sandvine.com/privacy-policy>. Please feel free to contact Sandvine with any questions, comments or complaints about how Sandvine handles Employee Personal Information by mail, at Sandvine Corporation, 410 Albert Street, Suite 201, Waterloo, Ontario, Canada, N2L 3V3, Attention: Legal Department by email to privacy@sandvine.com. End User agrees to make the information set out in this Section 16 (Protection of Employee Personal Information) reasonably available to any employee whose Employee Personal Information it may disclose to Sandvine from time to time.

17. General.

- a. This Agreement constitutes the entire agreement and understanding between End User and Sandvine (and/or Sandvine's Affiliate) with respect to the subject matter hereof and cancels and supersedes any prior or contemporaneous agreement or understanding concerning the subject matter hereof. There are no terms, conditions, undertakings, understandings, collateral agreements, representations, or warranties express, implied, statutory or otherwise, between End User and Sandvine (and/or Sandvine's Affiliate), except as expressly set forth in this Agreement. This Agreement may only be modified by a written document executed by Sandvine and End User. If there is any inconsistency between this Agreement and any Documentation, the provisions of this Agreement shall apply to the extent of the inconsistency. If there is a conflict between this Agreement and the DPA, the DPA prevails. If there is a conflict between the DPA and the Standard Contractual Clauses, where applicable, the Standard Contractual Clauses prevail.
- b. Sandvine and its Affiliates are not bound by any provision of any purchase order, requests for quotation, payment remittance, receipt, acceptance, confirmation, correspondence, or other instrument or action relating to those particular terms and conditions, unless Sandvine (and/or Sandvine's Affiliate, as the case may be) specifically agrees to such terms and conditions in a subsequent written instrument that indicates that such instrument is to have preference with regard to identified particular items of those terms and conditions.
- c. End User may not assign or transfer this Agreement or any rights or obligations under this Agreement (except to the extent as expressly stated herein). Any assignment or transfer of this Agreement made in contravention of the terms hereof shall be null and void.
- d. Sandvine may assign its rights and obligations under this Agreement to: (i) its Affiliates, and (ii) any successor by way of merger, acquisition, consolidation, reorganization, sale or other transfer in which case references to Sandvine herein shall be deemed to refer to Sandvine's assignee. An Affiliate may assign its rights and obligations under this Agreement to: (A) Sandvine or its other Affiliates, and (B) any successor by way of merger, acquisition, consolidation, reorganization, sale or other transfer in which case references to the Affiliate herein shall be deemed to refer to the Affiliate's assignee.
- e. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.
- f. Suppliers and licensors of Lists: (i) have a substantial interest in their Lists; (ii) are an intended third party beneficiary of this Agreement with respect to their Lists; and (iii) have full rights to bring any action against an End User, including injunctive action, to enforce the terms of this Agreement.
- g. The waiver by either party of any right provided under this Agreement must be in writing signed by such party and any waiver shall not constitute a subsequent or continuing waiver of such right or of any other right under this Agreement.
- h. If any section, provision or part thereof of this Agreement is held to be illegal, invalid or unenforceable by a court of competent authority in any jurisdiction, that section, provision or part shall be limited if possible and only thereafter severed to the extent necessary to render this Agreement valid and enforceable in such jurisdiction.
- i. End User's breach of certain terms of this Agreement may cause irreparable harm to Sandvine for which damages shall be an inadequate remedy and Sandvine may therefore seek injunctive or equitable relief in any court of competent jurisdiction without the requirement of posting a bond, in addition to all other remedies available to it.
- j. Neither party shall be deemed to be in default of any provision of this Agreement, or otherwise be liable to the other party, for any failure or delay in performance (other than payment obligations) due to, wholly or in part, directly or indirectly, any causes, acts or events beyond its reasonable control ("**Force Majeure Event**"). Force Majeure Events may include: (i) acts of God such as floods; storms; earthquake; fires etc.; (ii) war; terrorism; riot;

civil or military activity; (iii) public health emergencies (including pandemics and epidemics); (iv) outages or diminishment of power or telecommunications or data networks; shortages of labor or materials; strikes; quarantine restrictions; delays in transportation; (v) laws or regulations (including export control regulations or restrictions; sanctions; refusal of a government authority to grant a license, permit or consent; instructions of government authorities; or judgment of a court (not arising from a breach of the Agreement by the non-performing party); or (vi) the failure or delay in performance of any supplier or licensee within Sandvine's supply chain due to a force majeure event that directly or indirectly impacts the supplier or licensee. If a failure or delay continues for more than sixty (60) days, Sandvine may terminate the Agreement (in whole or in part, which may include Sandvine terminating any licenses affected by the Force Majeure Event) upon written notice.

- k. Any notice, request, demand or other communication required or permitted under this Agreement shall be in writing and delivered by hand or sent by registered mail or courier, effective on the date of receipt, addressed as follows: (i) if to End User, at the billing address supplied to Sandvine or its Affiliate by End User; and (ii) if to Sandvine or its Affiliate, addressed to: Suite 201, 410 Albert Street, Waterloo, Ontario, N2L 3V3; Attention: Legal Department. A party may from time-to-time change its address by notice in writing to the other party delivered hereunder. In addition, Sandvine may at its option deliver the notices or other communications to an e-mail address provided by End User to Sandvine, which shall be effective and deemed delivered when transmitted, and Sandvine may publish general notices and communications on Sandvine's website.
- l. Capitalised terms will have the meanings as set out in Section 2 (Definitions), or as otherwise defined in this Agreement. In this Agreement: (i) the singular will include the plural and vice versa unless the context requires otherwise; (ii) "includes" and "including" are not limiting; and (c) "all" includes "any" and "any" includes "all". Section headings are provided for convenience only. If any conflict of interpretation arises between a section heading and the text of the section, the text will prevail to the extent of such conflict.