

These Application Identification Terms (“**Terms**”) set forth the terms and conditions controlling End User’s right to access and use Sandvine’s Application Identification Product.

1. **Application Identification Product.** The End User and Sandvine may agree to have application identification Product(s) provided by Sandvine (the “**Application Identification Product**”) and installed in the End User’s network. The Application Identification Product may be comprised of new, used and/or refurbished items as determined by Sandvine. The items comprising the Application Identification Product may be updated, modified, or replaced from time to time by Sandvine. The specific details of the products and items comprising the Application Identification Product will be set out in one or more Sandvine quotations, together with product and support pricing.
2. **Non-Exclusive.** The provision and use of the Application Identification Product is a non-exclusive arrangement.
3. **Purpose.** The sole purpose of the Application Identification Product is to provide Sandvine with insight into the End User’s network and the applications and protocols active on the End User’s network over time, which will give Sandvine the ability to respond more efficiently to new or changing protocols and improve the stability and functionality of the End User’s deployment of other Sandvine products and services (the “**Purpose**”). The Application Identification Product is to be operated exclusively for the Purpose.
4. **Conditions.** The following terms and conditions apply to the Application Identification Product:
 - a. In order to facilitate the Purpose, Sandvine will provide the Application Identification Product to the End User and the End User will ensure that the Application Identification Product is installed in the End User’s network.
 - b. The End User shall ensure that, during the period during which the Application Identification Product is used, Sandvine has access to the data technically necessary for the provision and use of the Application Identification Product for the Purpose (the “**App Identification Data**”) including, but not limited to: (i) the version of the Application Identification Product, (ii) Application Identification Product diagnostics information, (iii) Application Identification Product key performance indicators, (iv) network-, application- and protocol-related data in the End User’s network (e.g., bandwidth data, details of unclassified or unknown traffic, support bundle, relevant snapshots of log, relevant packet captures and stats), and (v) any errors that the Application Identification Product encounters and diagnostic outputs.
 - c. The End User accepts that: (i) the App Identification Data may be obtained from the End User, or may be sent by the Application Identification Product to Sandvine; (ii) data elements comprising the App Identification Data may be updated, modified, or replaced from time to time by Sandvine; and (iii) the use of the App Identification Data for the Purpose 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.

If any App Identification Data is personal data, then Sandvine’s data processing addendum may apply.
 - d. The End User shall: (i) be responsible for any physical damage to the Application Identification Product caused by the End User or its contractors; (ii) install the Application Identification Product promptly in the End User’s network after delivery by Sandvine; (iii) supply: (A) rack space to appropriately house the Application Identification Product, (B) adequate power and cooling, (C) network connectivity, and (D) a means for secure remote access by Sandvine to the Application Identification Product; (iv) ensure that the Application Identification Product operates in the End User’s network for the Purpose for a minimum period mutually agreed between the End User and Sandvine; (v) ensure that Sandvine is provided with remote access to the Application Identification Product and access to any necessary systems and assistance with any on-site physical support for hardware and network related issues at all times; (vi) ensure that Sandvine is promptly informed if the Application Identification Product becomes damaged or otherwise cannot be used for the Purpose; (vii) not remove the Application Identification Product from the End User’s network or change the Application Identification Product in any way (including,

without limitation, not reconfigure the Application Identification Product or change any software on the Application Identification Product); (viii) ensure that no software is installed on the Application Identification Product that is not authorized in advance in writing by Sandvine; and (ix) not alter the configuration of, or otherwise undermine, any security measures or data backup implemented by Sandvine in relation to the Application Identification Product.

- e. If the End User needs to relocate the Application Identification Product to another location at any time, the End User shall ensure that Sandvine is informed about the relocation a reasonable time in advance to allow Sandvine to review and approve the relocation and to allow the End User to properly co-ordinate the relocation activities. The End User will inform Sandvine of the intended new installation site and the date for the relocation. The End User shall work with Sandvine to ensure that the Application Identification Product is appropriately relocated and reinstalled at the new installation site. Sandvine will provide remote support services to address any reasonable issues with the Application Identification Product in accordance with the Sandvine quotation.

5. Delivery.

- a. Sandvine will deliver the Application Identification Product to the End User in accordance with the Sandvine quotation (“**End User Site**”).
- b. Shipping dates will be assigned by Sandvine at its sole discretion as close as practicable to the End User’s requested shipment date.
- c. Title and risk of loss or damage to the Application Identification shall pass to the End User on delivery of the Application Identification Product to the End User Site. End User shall be responsible for any physical damage to the Application Identification Product while in the End User’s possession or under the End User’s control.
- d. Sandvine is not responsible for any importation or customs fees, tariffs, taxes or duties for any Application Identification Product shipment. The End User shall pay any sales, value-added, use, excise, withholding or similar taxes attributable to the Application Identification Product, and the End User is responsible for arranging all importation / exportation / customs clearances and shall pay any import / export / customs duties, tariffs, taxes and/or any government permits or license fees and/or inspection fees attributable to the shipment of the Application Identification Product, and the End User shall indemnify Sandvine and hold Sandvine harmless from such taxes, duties, tariffs and fees.
- e. Once the Application Identification Product is installed in the End User’s network and Sandvine has been provided with remote access to the Application Identification Product, Sandvine will configure the Application Identification Product.
- f. Sandvine retains all intellectual property in the Application Identification Product, and all documentation and materials associated therewith, and in all Sandvine’s patents, trademarks, trade names, inventions, copyrights, know-how and trade secrets including, without limitation: (i) relating to the design, manufacture, operation and service of the Application Identification Product; and (ii) any other Sandvine hardware, software, service, and related user documentation.

6. **Software.** For all software provided by Sandvine to End User for the Purpose, whether pre-installed on any hardware, separately installed on hardware, or otherwise subsequently downloaded or installed from Sandvine, together with the generally available user documentation published by Sandvine relating thereto (collectively, the “**Software**”), Sandvine hereby grants the End User a non-exclusive, non-transferable, limited license to use, execute, store, and display the object code version of the Software within End User’s own internal non-production network for the Purpose only with the Application Identification Product installed at the Sandvine-approved End User Site.

7. **Professional Services.** For clarity, the Application Identification Product does not include any Sandvine professional services, which, if required, must be acquired separately from Sandvine and fees may apply. The End User is responsible for installation and operation of the Application Identification Product including, without limitation, obtaining all necessary permits, licenses or certificates required for the installation or use thereof.

8. Termination.

- a. Sandvine may cease use of the Application Identification Product at any time including, without limitation, if: (i) the Application Identification Product is not installed in the End User's network and/or does not operate for the Purpose, or (ii) Sandvine is denied remote access to the Application Identification Product, or (iii) Sandvine is denied access to the App Identification Data, or (iv) the Application Identification Product is used for any reason other than the Purpose or cannot be used for the Purpose or is relocated by the End User without the approval of Sandvine, or (v) any software installed on the Application Identification Product is removed or changed or reconfigured without prior authorization in writing by Sandvine, or (vi) the End User orders the Product based on APP Logic solution ("**APP Logic Solution**") but does not commence using APP Logic Solution within a mutually agreed upon time of receiving the Application Identification Product, or (vi) the End User terminates its APP Logic Solution within a mutually agreed upon time of receiving the Application Identification Product.
- b. In any of the above situations, Sandvine shall be entitled to terminate these Terms in relation to the use of the Application Identification Product and to invoice the End User for (and receive payment within thirty (30) days thereof) the then current Sandvine list price for the Application Identification Product (even if a Sandvine quotation for the Application Identification Product stated a different price). Such purchase and license shall be subject to Sandvine's then current Quotation Terms and Conditions For The Supply Of Products And Services, which can be found here: <https://www.sandvine.com/hubfs/downloads/contracts/quotation-terms.pdf>.
- c. Alternatively, Sandvine may (but is not obligated to) negotiate and enter into an agreement with the End User for the return of the Application Identification Product by the End User to Sandvine at no cost to Sandvine.
- d. Upon notice from Sandvine or termination of these Terms in accordance with its terms in relation to the use of the Application Identification Product, the End User agrees (unless mutually agreed otherwise in writing by the parties) that it will cease using without delay and appropriately dispose of the Application Identification, even if the End User has paid (or is required to pay) for the Application Identification Product or the End User has taken title to the Application Identification Product.

- 9. No Warranty.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, ANY OTHER AGREEMENT WITH SANDVINE OR IN ANY SEPARATE WARRANTY CARD OR OTHER WARRANTY DOCUMENT PROVIDED FOR THE APPLICATION IDENTIFICATION PRODUCT, END USER ACKNOWLEDGES AND AGREES THAT THE APPLICATION IDENTIFICATION PRODUCT ARE PROVIDED "AS IS"; WITH NO WARRANTY, INDEMNITY OR SUPPORT WHATSOEVER, EXPRESS OR IMPLIED; AND SOLELY FOR THE PURPOSE. ACCORDINGLY, SANDVINE IS UNDER NO OBLIGATION TO PROVIDE ANY WARRANTY OR OTHER SUPPORT FOR ANY APPLICATION IDENTIFICATION PRODUCT. SANDVINE, ITS AFFILIATES AND THEIR SUPPLIERS OR LICENSORS DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS FOR THE APPLICATION IDENTIFICATION PRODUCT WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF PARTICULAR WARRANTIES AND TO THE EXTENT THAT LAWS IN SUCH JURISDICTION ARE CONTROLLING, ONE OR MORE OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO END USER. For clarity, there is no warranty provided by Sandvine that the Application Identification Product will: (i) meet any End User specifications, unique requirements and circumstances including, without limitation, with respect to their budget, functional requirements, use case, policy customization, capacity requirements, compatibility requirements, subscriber base volume, subscriber demographics, data usage, data volumes, network infrastructure and network design ("**Circumstances**"); (ii) operate without interruption; (iii) be free from defects, errors, virus; or (iv) be secure.

10. License Conditions. The licenses set out in these Terms are at all times subject to the following restrictions and any contravention of these restrictions shall constitute a material breach of these Terms:

- (i) The Application Identification Product is protected by United States and international laws and regulations including those related to: (a) copyright, patent, trade secret and other intellectual property rights, and (b) international trade laws and regulations – End User shall not remove, alter, cover, obfuscate or destroy any copyright notices, proprietary markings, proprietary legends, other proprietary rights notices, or any other notices or markings placed upon or contained within the Application Identification Product (including, without limitation, any copyright or other attribution statements such as for open source software);
- (ii) End User shall not, and shall not permit, authorize or engage any third party to, copy, modify, translate, alter, adapt, reverse engineer, disassemble, decompile, create derivative works of the Application Identification Product (or any part thereof), or, in relation to any software, attempt to derive source code;
- (iii) Notwithstanding that the Application Identification Product hardware may be sold to End User, no software is sold to End User and title to any software remains with Sandvine and its affiliates and their suppliers and licensors and title to third party items remains with the third party – End User has no authority or right to sell, sublicense, rent, loan, provide software-as-a-service, distribute, transfer, disclose, reveal or otherwise communicate directly or indirectly the Application Identification Product, or any information about the Application Identification Product, to any person, firm, corporation or other entity;
- (iv) End User shall comply with all laws and regulations applicable to End User's use of the Application Identification Product including, without limitation, any privacy/data protection laws and regulations, export controls, economic sanctions, and national security related laws, orders and regulations;
- (v) End User shall not use the Application Identification Product 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;
- (vi) End User shall not use the Application Identification Product to redirect subscribers to websites infected with malware or spyware;
- (vii) End User shall not use the Application Identification Product to determine or attempt to determine the identity of individual users who go to a specific website;
- (viii) End User shall not use the Application Identification Product, alone or in combination with other activities, products or services, in any activity or manner that violates, or supports, assists, facilitates, enables, constitutes or is otherwise deemed to be a violation of:
 - i. any law, order or regulation, or is otherwise for criminal purposes; or
 - ii. any fundamental human rights standards of any person, group, or community, as set forth in applicable internationally-recognized human rights instruments, such as the Universal Declaration of Human Rights, (<https://www.un.org/en/universal-declaration-human-rights/>), the International Covenant on Civil and Political Rights (<https://www.ohchr.org/en/professionalinterest/pages/ccpr.aspx>), and the International Labor Organization Declaration on Fundamental Principles and Rights at Work (<https://www.ilo.org/declaration/thedeclaration/textdeclaration/lang--en/index.htm>)

including, without limitation, by:

- (A) End User: End User, any End User affiliate, employee, contractor, licensor, supplier or customer;
- (B) Sandvine: Sandvine, any Sandvine affiliate, employee, contractor, licensor or supplier of Sandvine; or
- (C) Government: any federal, state, local, judicial or other governing body having jurisdiction over any of the foregoing.

- (ix) End User shall assume sole responsibility for: (a) the establishment of appropriate security measures, and (b) taking appropriate measures to back up computers and take other measures to prevent any loss of files or data.
- (x) Where a Sandvine-authorized reseller is performing the installation and/or configuration of any software, the Sandvine-authorized reseller, and not Sandvine, is responsible for such installation and/or configuration.

- 11. Exclusion and Limitation of Liability.** IN NO EVENT WILL SANDVINE, ITS AFFILIATES OR THEIR SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES WHATSOEVER OR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, BUSINESS INTERRUPTION, DESTRUCTION, LOSS, ALTERATION OR DISCLOSURE OF INFORMATION OR DATA, OR OTHER PECUNIARY LOSS, OR ANY LOSSES ASSOCIATED WITH ANY APPLICATION IDENTIFICATION PRODUCT, 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 THESE TERMS OR OTHERWISE, SANDVINE'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS WILL NOT EXCEED THE AMOUNT PAID TO SANDVINE BY END USER FOR THE APPLICATION IDENTIFICATION PRODUCT. NOTWITHSTANDING ANYTHING ELSE, AFFILIATES, SUPPLIERS AND LICENSORS WILL HAVE NO LIABILITY FOR ANY CLAIMS IN CONNECTION WITH THE APPLICATION IDENTIFICATION PRODUCT OR THESE TERMS. THIRD PARTY SUPPLIERS AND LICENSORS HAVE NO LIABILITY TO AN END USER UNDER THESE TERMS.
- 12. Third Party Items.** Certain third party items may be incorporated into Application Identification Product. Third party items, and all intellectual property rights therein and relating thereto (including, without limitation, all trade secrets, know-how and copyrighted material in any form), shall remain the exclusive property of the third party licensor and End User acquires no ownership rights in the third party item. Third party items may contain unpublished information and embody valuable trade secrets proprietary to the third party and its suppliers and licensors. Third party items shall constitute "Confidential Information" and may be or contain trade secrets. End User shall hold in confidence and not disclose to any third party, indefinitely, any third party items, or any other unpublished or confidential information about the third party items. Third party items may be subject to: (a) separate and/or additional fees, (b) a limited license or usage period, (c) license conditions and/or restrictions (including, without limitation, third party item can only be used: in conjunction with a certain product; by a specified type of user; by a specified number of named-users; on a specified type or number of servers; in compliance with other system characteristics, usage, installation environments, archiving requirements; with data models provided by Sandvine; for a limited time period; by the specific End User without any right to transfer or assign the third party item to anyone else), and/or (d) separate, additional and/or different terms, conditions, warranties and/or support. Sandvine will use commercially reasonable efforts to provide applicable information about third party items to the End User in a timely manner. If the third party provides a warranty or support directly to end users for the third party item, then End User shall be entitled to such warranty or support from the third party. Notwithstanding the foregoing: (I) nothing in these Terms is intended to extend to any End User any warranty, support or indemnity obligation on behalf of any third party by Sandvine; and (II) there is no warranty or support provided by Sandvine for any third party items unless and to the extent specifically and expressly stated by Sandvine in these Terms.
- 13. Compliance with Laws, Export Controls and U.S. Government Restricted Rights.** End User shall conduct its business with the Application Identification Product in an ethical manner and comply with all applicable laws, ordinances, codes, regulations and policies applicable to End User's receipt or use of and/or access to the Application Identification Product including, without limitation, ensuring compliance with industry-specific laws and regulations applicable to End User and/or its business prior to or during its use and/or access to the Application Identification Product. End User represents that: (a) End User is eligible to receive and/or access the Application Identification Product under applicable law, and (b) End User shall ensure that its receipt and use of and/or access to the Application Identification Product is in accordance with the restrictions in this subsection. The Application Identification Product, or any part thereof, including, without limitation, any technical data related thereto and any direct product thereof may

not be exported or re-exported contrary to the laws and regulations of the United States and of other countries and End User will not export or re-export the Application Identification Product from the country where the Application Identification Product was originally delivered to End User. Any software supplied by Sandvine is considered commercial computer software and documentation developed exclusively at private expense and are a "Commercial Item" as defined in 48 C.F.R. § 2.101 (and as it is defined and used in all corresponding agency specific Federal Acquisition Regulation supplements). If the End User is the U.S. Government or any agency or department thereof, the software supplied by Sandvine is only delivered as a Commercial Item subject to the license grants and conditions as specified in these Terms.

14. **Governing Law and Forum.** These Terms 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. 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 these Terms.
15. **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, these Terms, any restrictions set out by Sandvine's business ethics committee, or any international human rights standards and best practices, and requires them to inform Sandvine's compliance officer of any such request or on becoming aware of any such activity; and (c) End User represents, warrants, covenants, and confirms that, should it learn of or have reason to suspect any breach of these Terms, End User will take appropriate remedial steps and promptly notify Sandvine in writing.