

These Product Evaluation Terms (“**Product Evaluation Terms**”) set forth the terms and conditions controlling Sandvine’s right to trial, test and evaluate Sandvine’s products in the End User’s non-production and/or production network.

1. **Evaluation.** Sandvine and an End User may agree that Sandvine can trial, test and evaluate Sandvine’s hardware and/or software products, and/or services, for a limited time period in the End User’s non-production and/or production network (each being an “**Evaluation**” and the Products being “**Evaluation Products**”). Evaluation Products may be identified by Sandvine as “beta”, “pre-release”, or otherwise described as experimental, untested or not fully functional.
2. **Disablement.** The End User may disable the Evaluation Products if the Evaluation Products cause any issue or disruption to the End User’s operations. The End User will inform Sandvine of any such disablement and describe the issue or disruption experienced and co-operate with Sandvine to resolve the issue to facilitate the re-instatement of the Evaluation Products.
3. **Delivery.** Sandvine will deliver any hardware Evaluation Products to the End User at the End User’s test facility. The End User shall not remove the hardware Evaluation Products from the End User’s facility. The End User shall not modify any Evaluation Products without Sandvine’s prior written consent.
4. **Taxes; Clearances and Duties etc.** The End User shall pay any sales, value-added, use, excise, withholding or similar taxes attributable to the Evaluation Products, 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 Evaluation Products, and the End User shall indemnify Sandvine and hold Sandvine harmless from such taxes, duties, tariffs and fees.
5. **No Licenses.** The End User is not granted any licenses to use any Sandvine or third party software under these Product Evaluation Terms.
6. **Confidentiality.** Evaluation Products may contain unpublished information and embody valuable trade secrets proprietary to Sandvine and its affiliates and their suppliers and licensors. Evaluation Products and any information concerning Sandvine’s business, properties, affairs or finances (including, without limitation, information about Sandvine’s products and services in general and any trade secrets related thereto, Sandvine’s product plans, design rights, development tools, know-how, specifications and market opportunities) which may be marked or labeled as “Confidential” or with a similar legend at the time of disclosure, and including any and all intellectual property owned by Sandvine shall constitute “Confidential Information” of Sandvine. End User shall hold in confidence and not disclose to any third party any of Sandvine’s Confidential Information. For Evaluation Products, Confidential Information includes their appearance, operation, performance, specifications, features and functionality, which information may not be discussed or shown to the public by End User or anyone else in any manner unless and only then to the extent that it is publicly released by Sandvine. Any unauthorized disclosure and use of Confidential Information by the End User may cause irreparable harm to Sandvine for which damages may not be an adequate remedy. Sandvine shall, in addition to any other rights or remedies it may have in law or equity, be entitled to seek an injunction preventing the End User from further use of the Confidential Information. The End User agrees that, upon request from Sandvine, all documents, disks, and any other materials (including all copies) containing Confidential Information which may have been provided to it as part of the Evaluation, will be: (i) forthwith returned to Sandvine; or (ii) destroyed by the End User who shall, at the request of Sandvine, provide written confirmation of such destruction.
7. **No Warranty.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE PRODUCT EVALUATION TERMS, ANY OTHER AGREEMENT WITH SANDVINE OR IN ANY SEPARATE WARRANTY CARD OR OTHER WARRANTY DOCUMENT PROVIDED FOR THE EVALUATION PRODUCT, END USER ACKNOWLEDGES AND AGREES THAT EVALUATION PRODUCTS ARE PROVIDED “AS IS”; WITH NO WARRANTY, INDEMNITY OR SUPPORT WHATSOEVER, EXPRESS OR IMPLIED; AND SOLELY FOR SANDVINE’S EVALUATION PURPOSES. ACCORDINGLY, SANDVINE IS UNDER NO OBLIGATION TO PROVIDE ANY WARRANTY OR OTHER SUPPORT FOR ANY EVALUATION PRODUCTS. SANDVINE, ITS AFFILIATES AND THEIR SUPPLIERS OR LICENSORS DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS FOR ALL EVALUATION PRODUCTS 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 Evaluation Products will: (i) meet 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.

8. **Title and Risk.** No title and/or any rights of possession to Evaluation Products (if any) are granted by virtue of these Product Evaluation Terms. Sandvine retains all intellectual property in the Evaluation Products, 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 Evaluation Products; and (ii) any other Sandvine hardware, software, service, and related user documentation. Sandvine retains title and ownership of the tangible Evaluation Products provided to the End User. Risk of loss or damage shall pass to the End User upon delivery and the End User shall be responsible for any physical damage to the Evaluation Products while in the End User’s possession or under the End User’s control.
9. **Evaluation Period.** The Evaluation period shall be the longer of three hundred and sixty-five (365) days from the date of shipment or delivery and the period specified by Sandvine in writing to the End User. The Evaluation may be extended thereafter for the extended period that Sandvine allows in writing. Notwithstanding the foregoing, the Evaluation period shall automatically terminate if these Evaluation Terms are terminated or expire sooner.
10. **Termination of Evaluation.** Sandvine may: (a) immediately terminate the Evaluation upon written notice to the End User due to the End User’s failure to comply with these Evaluation Terms, Sandvine’s End User License Agreement, or any other agreement between the End User and Sandvine; or (b) terminate the Evaluation for any or no reason by providing the End User with at least ten (10) business days prior written notice. Technical measures may be included with Evaluation Products that renders it inoperable after a specified period of time. Upon termination of the Evaluation, however caused, unless the End User has completed the purchase of the Evaluation Products, End User will immediately return all Evaluation Products to Sandvine in full working order without damage (reasonable wear and tear excepted) by either (at the election of Sandvine): (a) if the Evaluation solely consists of Sandvine’s software, written confirmation that the Sandvine software has been completely removed by the End User, or (b) shipping the hardware Evaluation Products to such location as Sandvine may specify, or (c) allowing Sandvine access to the Evaluation facility (or any other place where the Evaluation Products may be situated) in order to remove the Evaluation Products. Risk of loss or damage to the Evaluation Products will only pass back to Sandvine once Sandvine has taken delivery of the Evaluation Products or collected the Evaluation Products from the Evaluation facility. The costs of return shipment by the End User, if applicable, shall be paid by Sandvine.
11. **Purchase of Evaluation Products.** If: (a) the End User wishes to purchase the Evaluation Products from Sandvine, (b) the End User fails to properly return the Evaluation Products to Sandvine within fifteen (15) days of the termination of the Evaluation, or (c) Sandvine is denied access to the Evaluation Products to de-install and remove them within fifteen (15) days of the termination of the Evaluation, or (d) the Evaluation Products have been damaged, Sandvine shall be entitled to invoice the End User for (and receive payment within thirty (30) days thereof) the then current Sandvine list price for the Evaluation Products. 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>.
12. **Purpose; Feedback.** The sole purpose of any Evaluation is to enable Sandvine to Evaluate the Evaluation Products and to receive feedback (including responding to surveys) on the Evaluation Products from the End User (if requested). The End User agrees to provide Sandvine with feedback on the Evaluation Products as Sandvine reasonably requests, without any

compensation or reimbursement of any kind from Sandvine. Unless Sandvine otherwise agrees in writing, End User agrees that Sandvine owns all feedback (including, without limitation, comments, suggestions, modifications, corrections, enhancements, derivatives, extensions, branding ideas, risks, return on investment data, ideas, concepts and changes) provided by End User to Sandvine and all associated intellectual property rights (collectively the “**Feedback**”). Sandvine shall own all changes or improvements to the products developed or identified as a result of the Evaluation and Feedback, and all associated intellectual property rights related thereto. End User assigns to Sandvine all rights, title and interest to the Feedback. End User agrees that it will not knowingly provide Sandvine any Feedback that is subject to third party intellectual property rights. End User agrees to cooperate fully with Sandvine with respect to signing further documents and doing such other acts as are reasonably requested by Sandvine to confirm that Sandvine owns the Feedback and to enable Sandvine to register and/or protect any associated intellectual property rights and/or confidential information.

13. **No Reporting; Benchmarking.** Except with the prior written consent of Sandvine, the End User shall not make any report about the Evaluation Products to any third party or subject the Evaluation Products to any benchmark or similar testing.
14. **Sandvine Access.** The End User shall: (a) allow Sandvine remote access to the Evaluation Products to monitor the Evaluation Products; and (b) share test reports, results and data relating to the Evaluation Products including but not limited to: (i) the version of the Evaluation Products, (ii) Evaluation Product diagnostics information, (iii) Evaluation 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 or defects that the Evaluation Products encounter and diagnostic outputs. The use of such data 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. For clarity, notwithstanding anything to the contrary, Sandvine shall always have right to obtain the Retained Data from the Evaluation Products under Section 18(ix) of these Product Evaluation Terms.
15. **DISCLAIMER.** EVALUATION PRODUCTS MAY NOT BE AUTHORIZED FOR USE BY THE GENERAL PUBLIC OR CERTIFIED AS MEETING RULES OR STANDARDS PROMULGATED BY GOVERNMENT OR OTHER AUTHORITIES IN YOUR JURISDICTION, AND SANDVINE MAKES NO REPRESENTATION THAT SUCH AUTHORIZATION OR CERTIFICATION WILL BE OBTAINED. ACCORDINGLY, END USER AGREES THAT EVALUATION PRODUCTS ARE NOT, AND MAY NOT, BE OFFERED UNDER COMMERCIAL SALE OR LICENSE UNTIL SUCH AUTHORISATION IS OBTAINED. EVALUATION PRODUCTS ARE NOT INTENDED TO REPRESENT OR PERFORM IN THE SAME MANNER AS COMMERCIAL PRODUCTS, AND END USER SHOULD ENSURE THAT IT REGULARLY BACKS-UP ANY DATA USED WITH EVALUATION PRODUCTS. IN ADDITION, EVALUATION PRODUCTS MAY CONTAIN FEATURES, FUNCTIONALITY OR APIs FOR SOFTWARE OR SERVICES THAT ARE NOT YET COMMERCIALY AVAILABLE. END USER ACKNOWLEDGES THAT SUCH ITEMS, OR ANY PORTION THEREOF, MAY NOT BE ANNOUNCED OR MADE COMMERCIALY AVAILABLE IN THE FUTURE, OR THEY MAY ONLY BE MADE AVAILABLE WITH SIGNIFICANT CHANGES, AND SANDVINE HAS NO EXPRESS OR IMPLIED OBLIGATION TO END USER TO ANNOUNCE OR MAKE ANY OF SUCH ITEMS, OR ANY PORTION THEREOF, AVAILABLE. END USER ACKNOWLEDGES AND AGREES THAT THE evaluation OF EVALUATION PRODUCTS, AND ANY RELATED GOODS, SOFTWARE OR SERVICES, IS DONE ENTIRELY AT END USER’S OWN RISK.
16. **Professional Services.** For clarity, an Evaluation 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 Evaluation Products including, without limitation, obtaining all necessary permits, licenses or certificates required for the installation or use thereof.
17. **Evaluation Conditions.** The Evaluation is at all times subject to the following restrictions and any contravention of these restrictions shall constitute a material breach of these Product Evaluation Terms:
  - (i) The Evaluation Products are 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 Evaluation Products (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 Evaluation Product (or any part thereof), or, in relation to software, attempt to derive source code;
  - (iii) Notwithstanding that the hardware Evaluation Products may be sold to End User, no software is being sold to End User hereunder and title to any software remains with Sandvine and its 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 the Evaluation Product, or any information about the Evaluation 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 Evaluation 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 Evaluation Products 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 Evaluation Product to redirect subscribers to websites infected with malware or spyware;
  - (vii) End User shall not use the Evaluation 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 Evaluation 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 accepts that the following types of information may be obtained from End User, or may be sent by the Evaluation Product to Sandvine and its affiliates and their suppliers and licensors (collectively "**Retained Data**"):
    - a. operational system information concerning the Evaluation Products, including the version of the Evaluation Product installed, Evaluation Product diagnostics

information, basic Evaluation Product performance, and any errors that the Evaluation Product 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: (A) enable Sandvine and its affiliates and their suppliers and licensors to better monitor the health and performance of the Evaluation Products, (B) enhance and improve the performance of Sandvine's products and services, (C) develop and commercialize new products and services or new functionalities, (D) optimize and support Sandvine's research and development activities, and (E) 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.

- (x) End User grants Sandvine and its 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 content solely for the purpose of performing these Product Evaluation Terms and End User warrants and covenants that it has the right to grant such a license.
- (xi) 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, without limitation, 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.
- (xii) 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.
- (xiii) Where a Sandvine-authorized reseller is performing the installation and/or configuration of the Evaluation Product, the Sandvine-authorized reseller, and not Sandvine, is responsible for such installation and/or configuration.

**18. 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 EVALUATION PRODUCTS, 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 PRODUCT EVALUATION TERMS OR OTHERWISE, SANDVINE'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THESE PRODUCT EVALUATION TERMS WILL NOT EXCEED THE AMOUNT PAID TO SANDVINE BY END USER FOR THE EVALUATION PRODUCTS. NOTWITHSTANDING ANYTHING ELSE, AFFILIATES, SUPPLIERS AND LICENSORS WILL HAVE NO LIABILITY FOR ANY CLAIMS IN CONNECTION WITH THE EVALUATION PRODUCT OR THESE PRODUCT EVALUATION TERMS. THIRD PARTY SUPPLIERS AND LICENSORS HAVE NO LIABILITY TO AN END USER UNDER THESE PRODUCT EVALUATION TERMS.

**19. Compliance with Laws, Export Controls and U.S. Government Restricted Rights.** End User shall conduct its business with the Evaluation Products 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 Evaluation Products 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 Evaluation Products. End User represents that: (a) End User is eligible to receive and/or access the Evaluation Products under applicable law, and (b) End User shall ensure that its receipt and use of and/or access to the Evaluation Products is in accordance with the restrictions in this subsection. The Evaluation 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 Evaluation Product from the country where the Product was originally delivered to End User.

- 20. Governing Law and Forum.** These Product Evaluation 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 Product Evaluation Terms.
- 21. 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 Product Evaluation 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 Product Evaluation Terms, End User will take appropriate remedial steps and promptly notify Sandvine in writing.