



Rental Terms and Conditions

These Rental Terms and Conditions ("Terms and Conditions") apply to any quote, order, order acknowledgment, and invoice for the rental from Viavi Solutions Inc. or any of its subsidiaries ("VIAVI") of Products by Customer and which shall apply in addition to VIAVI's General Terms ("General Terms"), ("Software License Terms"), which are incorporated by reference herein and are either attached hereto, available at www.viavisolutions.com/terms or available upon request.

1. Products and Services to be Provided

1.1 VIAVI hereby agrees to:

- 1.1.1 deliver the Product at a location and date agreed between the parties;
- 1.1.2 where requested by the Customer, provide guidance on commissioning the Product after delivery;
- 1.1.3 provide the Product for use by the Customer for the time period as specified in VIAVI's quotation, beginning upon delivery (the "Rental Period");

2. Location Preparation

- 2.1 The Customer will at its own expense prepare the location and provide such environmental and operational conditions as shall be specified by VIAVI in reasonable time before delivery of the Product.
- 2.2 Where the Customer has not prepared the site or complied with the requirements for installation provided by VIAVI and such failure causes a delay in delivery of the Product, VIAVI may charge the Customer for the rental fees due as if the delivery of the Product had occurred on the date originally agreed between the parties.
- 2.3 Where the Customer cannot comply with the requirements as stated herein, it shall notify VIAVI in writing in reasonable time no later than ten (10) days prior to delivery and shall propose an alternative delivery location.

3. Software

- 3.1 The Customer will have a license to use the Software installed on and integral to the Product in accordance with VIAVI's Software License Terms for the duration of the Rental Period.
- 3.2 In respect of any third-party products, including operating or Product software installed on and integral to the Product, the Customer acknowledges that third-party products shall be subject to the third-party licensor's standard license terms as notified to the Customer by VIAVI and the Customer undertakes to comply with such standard license terms which shall be directly enforceable by the third-party licensor if the third-party licensor so elects.

4. Specification

- 4.1 VIAVI does not give any warranty that the Product is fit for any particular purpose.
- 4.2 VIAVI does not warrant that the Product will achieve any particular performance criteria unless:
 - 4.2.1 VIAVI has specifically guaranteed such criteria in writing; and
 - 4.2.2 the environment conditions specified by VIAVI are maintained.

5. Charges and Payment

The Customer shall pay to VIAVI the rental fees specified in VIAVI's quotation.

6. Ownership and Risk

The Product shall at all times remain the sole and exclusive property of VIAVI and the Customer shall have no right or interest in the Product except for quiet possession and the right to use the Product upon the terms and conditions contained in these Terms and Conditions. Notwithstanding the foregoing risk in the Product shall pass to the Customer upon delivery with all Products being delivered FCA (VIAVI origin).

7. Replacements

- 7.1 The provision of these Terms and Conditions shall apply to all replacements and renewals of the Product or any part thereof made by VIAVI during the continuance of the Rental Period.
- 7.2 Any replacement parts provided by VIAVI hereunder and any parts removed from the Product shall remain the property of VIAVI.

8. Insurance

- 8.1 The Customer will from (and including) the date on which the Product is delivered to the Delivery Point effect (if not previously effected) and maintain until the Product has been re-delivered to or collected by VIAVI with insurers acceptable to VIAVI:
 - 8.1.1 insurance covering the Product against all usual risks relating to loss or damage from whatever cause arising (other than exclusions agreed in writing by VIAVI). Such insurance shall:
 - (a) Cover the Product for its full replacement value; and
 - (b) Specify VIAVI as loss payee.

8.2 The Customer will:

- 8.2.1 prior to delivery of the Product and thereafter on demand produce to VIAVI copies of the policies relating to the above insurances and receipts for premiums;
- 8.2.2 forthwith notify VIAVI in writing in the event of any loss of or damage to the Product;
- 8.2.3 punctually pay all premiums payable under the said insurance policies do everything necessary to maintain the said insurance policies in full force and effect and not do anything whereby they will or may be vitiated either in whole or in part.

8.3 The Customer will be responsible for and shall indemnify VIAVI against any loss or damage to the Product insofar as such loss or damage is not covered by insurance (other than loss or damage caused by the negligence or willful misconduct of VIAVI its employees agents or sub-contractors).

9. Application of Insurance Moneys

- 9.1 If the Product shall be damaged and in the opinion of the insurers it is economic that such damage be made good (as opposed to the procuring of replacement Product) then all insurance moneys payable under the insurance policy mentioned in clause 8.1 shall be applied to making good such damage.

9.2 If the Product shall be lost stolen destroyed or damaged to such an extent as to be in the opinion of the insurers incapable of economic repair then the said insurance moneys shall at the option of VIAVI:

9.2.1 be applied to replacing the Product with a Product having capabilities at least equivalent to that of the Product in which event the replacement Product shall at all times remain the sole and exclusive property of VIAVI and the Customer shall continue to be liable to pay the rental fees as if such loss had not taken place. The Customer shall be liable to pay to VIAVI a sum equivalent to any amount deducted by the insurers by way of excess or in respect of damage caused to the Product prior to the date of total loss; or

9.2.2 be paid to VIAVI to the extent necessary to discharge the Customer's liability to VIAVI at the date of such payment and to compensate VIAVI for the loss theft or destruction of or damage to the Product and any surplus will be paid to the Customer. If the insurance moneys paid to VIAVI are insufficient to discharge such liability and to compensate VIAVI as aforesaid the amount of the deficiency shall be paid by the Customer to VIAVI forthwith.

10. Corrective Maintenance Activities

During the Rental Period VIAVI may provide corrective maintenance activities in respect of the Products. Such activities will be carried out during normal working hours by prior appointment with the Customer.

11. Exceptions to the Maintenance Activities

11.1 The maintenance activities exclude any maintenance which is necessitated as a result of any cause other than fair wear and tear or necessitated as a result of VIAVI's neglect or fault including without limitation:

11.1.1 failure or fluctuation of electric power air conditioning humidity control or other environmental conditions; or

11.1.2 accident transportation neglect misuse or default of the Customer its employees or sub-contractors, or any third-party; or

11.1.3 any fault in any attachments or associated hardware which do not form part of the hardware; or

11.1.4 act of God fire flood war act of violence or any other similar occurrence; or

11.1.5 any attempt by any person other than VIAVI's personnel or authorized sub-contractors to adjust repair or maintain the hardware.

11.2 VIAVI will (if it is reasonably able to do so) at the request and expense of the Customer repair or replace any part of the hardware which has failed due to a cause other than fair wear and tear or due to VIAVI's neglect or fault subject to the Customer accepting VIAVI's written quotation therefor prior to the commencement of work.

11.3 The maintenance activities also exclude:

11.3.1 the provision of services other than at the delivery location (or such other location as VIAVI shall have approved in writing);

11.3.2 repair or renewal of disk packs print cartridges or other consumable supplies;

11.3.3 electrical or other environmental work external to the hardware; or

11.3.4 recovery or reconstruction of any data or programs lost or spoiled as a result of any breakdown of or fault of the Product.

12. Service Visits Outside the Maintenance Activities

VIAVI shall make an additional charge in accordance with its standard scale of charges from time to time in force for service visits made at the request of the Customer by reason of any fault in the Product due to causes not covered by the maintenance activities or which relate to matters not falling within the scope of the maintenance activities.

13. Replacement Products

VIAVI shall be entitled if it considers it reasonably necessary or desirable to replace the Product with a Product having capabilities at least equivalent to that of the Product with the Customer providing VIAVI with all facilities and assistance reasonably required for the purposes of effecting such replacement.

14. The Customer's Obligations

14.1 The Customer will:

14.1.1 not sell assign sub-let pledge or part with possession or control of or otherwise deal with the Product or any interest therein nor purport to do any of such things nor create or allow to be created any mortgage charge lien or other encumbrance on the Product;

14.1.2 not change, remove or obscure any labels plates insignia lettering or other markings which are on the Product at the time of installation thereof or which may thereafter be placed on the Product by VIAVI or by any person authorized by VIAVI;

14.1.3 do all things reasonably necessary to protect and defend VIAVI's title to the Product against all persons claiming against or through the Customer and shall use all reasonable endeavors to keep the Product free from distress execution or any other legal process and shall forthwith give to VIAVI notice of any claim or threatened claim to the Product by any third-party;

14.1.4 not move the Product from the delivery location without VIAVI's prior written consent;

14.1.5 permit VIAVI and any person authorized by it at all reasonable times to have access to the Product for the purpose of inspecting and examining its condition;

14.1.6 pay to VIAVI all costs and expenses (including legal costs on a full indemnity basis) incurred by or on behalf of VIAVI in ascertaining the whereabouts of the Product or repossessing it by reason of a breach by the Customer of any of these Term and Conditions and of any legal proceedings taken by or on behalf of VIAVI to enforce any provision of these Terms and Conditions;

14.1.7 not use the Product or permit the same to be used contrary to any law or any regulation or by-law in force from time to time;

14.1.8 indemnify VIAVI against any and all claims and demands made against VIAVI for any loss injury or damage suffered by the Customer or any third-party due to the Product being used incorrectly.

14.2 The Customer will:

14.2.1 promptly notify VIAVI if the Product needs maintenance or is not operating correctly;

14.2.2 provide such telecommunication facilities as are reasonably required by VIAVI for testing and diagnostic purposes at the Customer's expense.

15. Termination and consequences of Termination

15.1 Notwithstanding anything else contained in these Terms and Conditions, the Rental Period may be terminated by VIAVI:

15.1.1 In the event the Customer commits a material breach of contract which remains uncured thirty (30) days after having received written notice from VIAVI specifying such breach

15.1.2 immediately if the Customer fails to pay the rental fees.

15.2 In the event of termination the Customer will:

15.2.1 relinquish any claim to possession of the Product and VIAVI may without notice repossess the Product and may for that purpose without notice enter any of the Customer's premises in which the Product or any part thereof is or is reasonably believed by VIAVI to be situated (and the Customer hereby irrevocably licenses VIAVI its employees

and agents to enter upon any such premises for such purpose);

15.2.3 pay the rental fees which would otherwise have been payable for the remainder of the Rental Period.

16. Return of the Product

16.1 Upon termination or expiration of the Rental Period, the Customer shall:

16.1.1 decommission and erase any and all Customer data. If Customer's IT policies require physical destruction of HDD or SSD media, the Customer must notify VIAVI and purchase replacement SSDs

and/or HDDs from VIAVI prior to Delivery but which do not need to be installed by Customer as VIAVI will install the replacements upon return of the Products.

16.1.1 return the Product in good order repair and condition to the VIAVI point of origin or at such location as VIAVI may otherwise designate. For the purpose of return of the Product, if so required, VIAVI shall be permitted access to the location or any other place where the Product may be situated (and the Customer hereby irrevocably licenses VIAVI, its employees and agents to enter upon any such premises for such purpose).