



TRAINING SERVICES TERMS

These terms and conditions for training ("Training Services Terms") apply to any quote, order, order acknowledgment, and invoice, and any sale or provision of training courses or services by Viavi in addition to Viavi's General Terms, which are incorporated by reference herein and are either attached hereto, or available at www.viavi-solutions.com/terms or on request.

1. DEFINITIONS. The definitions in Viavi's General Terms shall apply in addition to the following definitions:

"**Participant**" means Customer, or the individuals that (i) registers for, or (ii) Customer registers for, and sends to, training classes.

"**Trainers**" means the individuals that Viavi designates to perform the Training Services.

"**Training Materials**" means class materials, instruction in written, electronic, visual, or oral form and any know-how provided by the Trainers in connection with Training Services.

"**Training Services**" means instruction and Training Materials.

2. TRAINING SERVICES.

2.1 Scope. Training Services will be provided in accordance with an applicable statement of work or as otherwise agreed in writing between the parties.

2.2 Trainers. Trainers are subject to selection, instruction, supervision and replacement exclusively by Viavi at its sole discretion. Participants shall follow all instructions by Trainers, including, but not limited to, environmental and safety-related instructions.

2.3 Payment. Participant shall make payment within thirty (30) days of the invoice date and in accordance with the General Terms.

2.4 Cooperation. Customer shall, in a timely manner and free of charge, provide Viavi with all information, materials and cooperation necessary for Viavi to provide Training Services or as otherwise reasonably requested by Viavi. If Customer fails to meet any of its obligations, Viavi may, without limiting any other remedy (i) delay or suspend its performance and charge Customer for any resulting costs; and/or (ii) charge Customer its then-current time & materials Training Services rates (available on request) for every day on which Viavi personnel is unable to perform Training Services. Viavi shall not be liable for, and Customer hereby excuses, any and all delays related to Customer's failure to perform, or comply with, its obligations. If Customer delays any performance, delivery, or acceptance for more than 60 days, (a) Viavi may invoice and Customer shall pay the full amount owing immediately; (b) Customer shall be deemed to waive its right to any refund; and (c) Viavi may, in its discretion, indicate when any applicable warranty period shall start running, if at all.

3. LICENSE.

3.1 License to Training Materials. Viavi grants to Participant a non-exclusive, non-transferable, and non-sublicenseable license to use any Training Materials solely in conjunction with the Training Services being offered by Viavi if and to the extent that (i) Viavi intentionally makes such Training Materials available to Participant as part of the Training Services; (ii) the Training Materials are not covered by any other written terms or agreements between the parties (otherwise such other terms or agreements, e.g., Software License Terms shall exclusively govern); and (iii) Participant complies with all provisions of these Training Terms, including, but not limited to, its obligation to make timely payments of all fees and other amounts hereunder, and its confidentiality obligations under Viavi's General Terms. Participant agrees not to re-use, create derivative works of, reverse engineer, copy, or otherwise disseminate the Training Materials without the written consent of Viavi.

3.2 License to Participant Contributions. Participant grants to Viavi a non-exclusive, perpetual, irrevocable, royalty-free, transferable, sublicenseable, and unlimited license to use and commercialize in any manner any contributions and/or information that Participant's representatives and/or Participants make in classes or related to Training Materials or Training Services.

3.3 All Other Rights Reserved. Viavi reserves ownership, title, and all rights and interest, including, but not limited to, all Work Product, Intellectual Property, and/or Proprietary Rights not expressly granted to Participant in these Training Terms.

4. LIMITED WARRANTY AND DISCLAIMER.

4.1 Limited Warranty. Viavi will perform Training Services in a professional manner. Training Materials are provided "as is" without any warranty.

4.2 Exclusive Remedy. If the Training Services materially fail to conform to the limited warranty set forth in Section 4.1 (Limited Warranty), Participant may terminate Training Services in accordance with Section 5.2 (Termination for Cause) if Viavi fails to cure a non-conformance within two (2) days after receiving Participant's detailed written request to cure the non-conformance. Termination shall not affect (i) Participant's obligations to pay for Training Services already performed before Viavi receives Participant's request to cure; or (ii) any other obligations of Participant under these Training Services Terms. THE REMEDY EXPRESSLY PROVIDED OR REFERENCED IN THIS SECTION 4.2 WILL BE PARTICIPANTS SOLE AND EXCLUSIVE REMEDY AND SHALL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES PARTICIPANT MAY HAVE AGAINST VIAVI WITH RESPECT TO ANY NON-CONFORMANCE OF TRAINING SERVICES.

4.3 Disclaimer. EXCEPT AS SPECIFIED IN SECTION 4.1 (LIMITED WARRANTY), VIAVI MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY TRAINING SERVICES OR TRAINING MATERIALS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VIAVI DISCLAIMS ALL IMPLIED WARRANTIES, CONDITIONS, AND REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH IMPLIED WARRANTY MAY BE BASED, INCLUDING, WITHOUT LIMITATION, CONTRACT, COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PARTICIPANT SHALL HAVE NO WARRANTY CLAIM UNDER SECTION 4.1 (LIMITED WARRANTY), UNLESS VIAVI RECEIVES PARTICIPANT'S WRITTEN REQUEST TO CURE A NON-CONFORMANCE WITHIN TWO (2) DAYS AFTER ITS OCCURRENCE.

5. TERM AND TERMINATION.

5.1 Term. The term of any Training Services will continue until (i) completion of the Training Services under an applicable statement of work; or (ii) termination in accordance with this Section 5.

5.2 Termination for Cause. Either party may terminate any or all orders of Training Services by written notice, effective immediately, if the other party fails to cure any material breach of these Training Terms within two (2) days after receiving written notice from the non-breaching party detailing the alleged material breach. For the avoidance of doubt, VIAVI may terminate an order regarding Training Services under this Section 5.2 if the Customer fails to comply with the terms of Section 2.4.

5.3 Consequences. Participant shall pay to Viavi all fees agreed-upon with respect to the terminated Training Services, unless Participant terminates because of Viavi's material breach of these Training Services Terms in accordance with Section 5.2 (Termination for Cause), in which case Participant shall not be obligated to pay for the class directly affected by the breach. In case of any termination, Participant shall return to Viavi all Training Materials, Viavi's Confidential Information and other tangibles and intangibles received in connection with the Training Services, without retaining any copies thereof, and all licenses granted to Participant under these Training Services Terms shall be automatically revoked.

5.4 Cancellation or Rescheduling. In the event Participant desires to cancel or reschedule Training Services, Participant agrees to comply with Viavi's then current cancellation or rescheduling policies available on request.

5.5 Indemnity. Viavi disclaims any liability for any losses, injuries, expenses or damages (consequential, special, incidental indirect or otherwise) suffered by Participant or a third party as a result of Participant's acts or omissions, and Participant agrees to indemnify, defend and hold Viavi harmless from and against any liabilities, losses, claims for personal injuries or damage to tangible property resulting, or allegedly resulting, from the Training Services. IN NO EVENT SHALL VIAVI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR

CONSEQUENTIAL DAMAGES OR COSTS ARISING FOR ANY REASON FROM THE VIAVI SPONSORED TRAINING SERVICES, OR OTHER TRAINING OR CERTIFICATION PROGRAM THEREFROM.

5.6 Survival. Section 3.2 (License to Participant Contributions), 3.3 (All Other Rights Reserved), 4 (Limited Warranty and Disclaimer) and Section 5 (Term and Termination) of these Training Services Terms and Viavi's General Terms shall survive any termination of these Training Services Terms.