



AriesoGEO Rental Terms and Conditions

These AriesoGEO Rental terms and conditions ("Terms and Conditions") apply to any quote, order, order acknowledgment, and invoice, and any provision of AriesoGEO rentals provided to **Customer** by Viavi Solutions Inc. ("**Viavi**"), in addition to Viavi's General Terms ("General Terms"), Reduced AriesoGEO Support Services and/or 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 System and install it at the Location on the date agreed between the parties;
 - 1.1.2 provide the System for use by the Company for the Rental Period;
 - 1.1.3 carry out Maintenance Activities and perform Support Services during the Rental Period;
- upon the terms and conditions contained in this Agreement.
- 1.2 The Company agrees to hire the System for the Rental Period upon the terms and conditions contained in the Agreement.

2. Location Preparation

- 2.1 Viavi will prepare a site survey detailing the environmental and operational conditions including requirements for installation.
- 2.2 The Company 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 System.
- 2.3 Where the Company has not prepared the site or complied with the requirements for installation provided by Viavi within ten (10) Business Days of the notification by Viavi of the requirements and such failure causes a delay in delivery of the System, Viavi may charge the Company for the Fees due as if the delivery of the System and installation had occurred on the date originally agreed between the parties.
- 2.4 Where the Company cannot comply with the requirements for installation provided by Viavi it shall notify Viavi in writing in reasonable time no later than ten (10) Business Days prior to the proposed installation date and the Company shall provide an alternative site to be agreed by the parties.

3. Software

- 3.1 The Company will have a licence to use the Software installed on and integral to the System in accordance with the Licence Terms and such licence will continue for the Rental Period and will automatically terminate at the end of the Rental Period.
- 3.2 In respect of any Third Party Products, including operating or system software installed on and integral to the System, the Company acknowledges that the terms of use of such Third Party Products shall be on the licensor's standard licence terms as notified to the Company by Viavi and the Company undertakes to comply with such standard licence terms which shall be directly enforceable by the licensor if the licensor so elects.

4. Company's Default

If Viavi is prevented or delayed from performing its obligations under the Agreement by reason of any act or omission of the Company then the Company will pay to Viavi all reasonable costs charges and losses

sustained or incurred by Viavi as a result (including without limitation the cost of storage and insurance of the System).

5. SOFTWARE UPDATE SUBSCRIPTION (SUS)

- 5.1 Viavi does not give any warranty that the System is fit for any particular purpose.
- 5.2 Viavi does not warrant that the System will achieve any particular performance criteria unless:
- 5.2.1 Viavi has specifically guaranteed such criteria in writing; and
 - 5.2.2 the environment conditions specified by Viavi are maintained.

6. Rental Period

The Rental Period shall commence on the Acceptance Date and shall terminate on the last day of the Rental Period, subject to earlier termination in accordance with the provisions of the Agreement.

7. Charges and Payment

- 7.1 During the Rental Period the Company shall pay to Viavi the Rental Charges specified in the Agreement in advance as stated therein. Such Rental Charges will be invoiced on installation.
- 7.2 The Company will pay for installation and configuration of the System which will be carried out by Viavi in accordance with the Professional Services Terms.
- 7.3 The Company will pay to Viavi any other fees due in connection with this Agreement including but not limited to payments for use of the Software and any Professional Services.
- 7.4 Subject to payment of the Rental Fees Viavi will provide the Maintenance Activities and Support Services at no further charge to the Company.

8. Ownership and Risk

The System shall at all times remain the sole and exclusive property of Viavi and the Company shall have no right or interest in the System except for quiet possession and the right to use the System upon the terms and conditions contained in this Agreement. Notwithstanding the foregoing risk in the System shall pass to the Company on delivery of the System to the Location.

9. OPERATIONAL ASSISTANCE (OA)

The provisions of the Agreement shall apply to all replacements and renewals of the System or any part thereof made by Viavi during the continuance of this Agreement.

10. Insurance

10.1 The Company will from (and including) the date on which the System is delivered to the Location effect (if not previously effected) and maintain until the System has been re-delivered to or collected by Viavi with insurers acceptable to Viavi:

10.1.1 insurance covering the System 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 System for its full replacement value; and
- (b) Specify Viavi as loss payee.

10.2 The Company will:

10.2.1 prior to delivery of the System and thereafter on demand produce to Viavi copies of the policies relating to the above insurances and receipts for premiums;

10.2.2 forthwith notify Viavi in writing in the event of any loss of or damage to the System;

10.2.3 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.

10.3 The Company will be responsible for and shall indemnify Viavi against any loss or damage to the System insofar as such loss or damage is not covered by insurance (other than loss or damage caused by the negligence or wilful misconduct of Viavi its employees agents or sub-contractors).

11. Application of Insurance Moneys

11.1 If the System 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 System) then all insurance moneys payable under the insurance policy mentioned in clause 12.1 shall be applied to making good such damage.

11.2 If the System 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:

11.2.1 be applied to replacing the system with a system having capabilities at least equivalent to that of the system in which event the replacement system shall at all times remain the sole and exclusive property of Viavi and shall be held by the Company upon the terms of this Agreement and the Company shall continue to be liable to pay the Rental Charges hereunder as if such loss had not taken place. The Company 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 System prior to the date of total loss; or

11.2.2 be paid to Viavi to the extent necessary to discharge the Company'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 System and any surplus will be paid to the Company. 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 Company to Viavi forthwith. Upon all payments being made as aforesaid this Agreement in so far as it relates to the System shall automatically terminate.

12. Scheduled Maintenance Activities

During the Rental Period Viavi will provide preventive and corrective maintenance activities in respect of the Hardware. Such activities will be carried out during normal working hours by prior appointment with the Company.

AriesoGEO Rental Terms and Conditions
10139523-186 Rev001

13. Emergency Maintenance Activities

In addition to the Scheduled Maintenance Activities Viavi shall provide during the continuance of the Agreement an emergency corrective maintenance service outside normal working hours as soon as practicable after the receipt of a request by the Company (such request to be made during normal working hours) at Viavi's standard scale of charges for such service from time to time in force. Such charges shall be calculated from the first arrival of Viavi's service engineer at the Location to his final departure therefrom.

14. Exceptions to the Maintenance Activities

14.1 The Maintenance Activities exclude any maintenance of the Hardware 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:

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

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

14.1.3 any fault in any attachments or associated Hardware which do not form part of the Hardware; or

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

14.1.5 any attempt by any person other than Viavi's personnel or authorised sub-contractors to adjust repair or maintain the Hardware.

14.2 Viavi will (if it is reasonably able to do so) at the request and expense of the Company 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 Company accepting Viavi's written quotation therefor prior to the commencement of work.

14.3 The Maintenance Activities also exclude:

14.3.1 the provision of services other than at the Location (or such other location as Viavi shall have approved in writing);

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

14.3.3 electrical or other environmental work external to the Hardware; or

14.3.4 recovery or reconstruction of any data or programs lost or spoiled as a result of any breakdown of or fault in the Hardware.

15. Replacement Parts

Any replacement parts provided by Viavi hereunder and any parts removed from the System shall remain the property of Viavi.

16. 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 Company by reason of any fault in the System due to causes not covered by the Maintenance Activities or which relate to matters not falling within the scope of the Maintenance Activities as set out in clauses 12 and 13 of these Terms.

17. Replacement Systems

Viavi shall on giving to the Company five Business Days days' prior written notice be entitled if it considers it reasonably necessary or desirable to replace the System with a system having capabilities at least equivalent to that of the System. Where Viavi avails itself of this right it shall be responsible for all the costs of replacing the System, but the Company shall provide Viavi with all facilities and assistance reasonably required by Viavi for the purpose of effecting such replacement.

18. The Company's Obligations

18.1 The Company will:

- 18.1.1 not sell assign sub-let pledge or part with possession or control of or otherwise deal with the System 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 System;
- 18.1.2 not change, remove or obscure any labels plates insignia lettering or other markings which are on the System at the time of installation thereof or which may thereafter be placed on the System by Viavi or by any person authorised by Viavi;
- 18.1.3 do all things reasonably necessary to protect and defend Viavi's title to the System against all persons claiming against or through the Company and shall use all reasonable endeavours to keep the System free from distress execution or any other legal process and shall forthwith give to Viavi notice of any claim or threatened claim to the System by any third party;
- 18.1.4 not make any movement of the System or move the System from the Location without Viavi's prior written consent;
- 18.1.5 permit Viavi and any person authorised by it at all reasonable times to have access to the Location (or such other place where the System may be situated) for the purpose of inspecting and examining the condition of the System;
- 18.1.6 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 System or repossessing it by reason of a breach by the Company of any term of this Agreement and of any legal proceedings taken by or on behalf of Viavi to enforce any provision of this Agreement;
- 18.1.7 not use the System or permit the same to be used contrary to any law or any regulation or bye-law in force from time to time;
- 18.1.8 indemnify Viavi against all claims and demands made upon Viavi (so far as the same are not covered by insurance) by reason of any loss injury or damage suffered by any person arising directly or indirectly out of the presence control or use of the System save where such damage loss or injury arises from the negligence or breach of contract of Viavi its employees or sub-contractors or by reason of any failure of the System to operate in accordance with its accompanying specifications other than by reason of one of the causes set out in clause 16.

18.2 The Company will:

- 18.2.1 ensure that proper environmental conditions are maintained for the System in accordance with the relevant specifications and shall maintain in good condition the accommodation of the System, the cables and fittings associated therewith and the electricity supply thereto;
- 18.2.2 not make any modification to the System;
- 18.2.3 keep and operate the System in a proper and prudent manner in accordance with the manufacturer's operating instructions and ensure that only competent trained employees (or persons under their supervision) are allowed to operate the System;
- 18.2.4 save as aforesaid, not itself attempt to adjust, repair or maintain the System and shall not request, permit or authorise anyone other than Viavi to carry out any adjustments, repairs or maintenance of the System;
- 18.2.5 not use in conjunction with the System any accessory attachment or additional System other than that which has been supplied by or approved in writing by Viavi.

18.3 The Company will:

- 18.3.1 promptly notify Viavi if the System needs maintenance or is not operating correctly;
- 18.3.2 provide such telecommunication facilities as are reasonably required by Viavi for testing and diagnostic purposes at the Company's expense.

19 Time of the Essence

The time of delivery and installation of the System shall not be of the essence of this Agreement.

20. Electromagnetic Compatibility

- 20.1 In this clause the expression "Electromagnetic Equipment" means any part or parts of the System which are electric or electronic and covered by the Electromagnetic Compatibility Regulations 2006.
- 20.2 Viavi warrants to the Company that at the date hereof all the Electromagnetic Equipment complies with the Electromagnetic Compatibility Regulations 2006, and the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000, as appropriate.
- 20.3 The Company undertakes to Viavi that it will not make any modification to the Electromagnetic Equipment without the prior written consent of Viavi.

21. Termination and consequences of Termination

- 21.1 Notwithstanding anything else contained in this Agreement, this Agreement may be terminated at any time on or after the Acceptance Date by Viavi forthwith on giving notice in writing to the Company if the Company shall fail to pay any sum due under the terms of this Agreement (otherwise than as a consequence of any default on the part of Viavi) and such sum remains unpaid for 5 Business Days after written notice from Viavi requiring such sum to be paid.
- 21.2 In the event of a termination by Viavi of the Agreement in respect of the rental of the System:
 - 21.2.1 the Company will relinquish any claim to possession of the System and Viavi may without notice repossess the System and may for that purpose without notice enter any of the Company's premises in which the System or any part thereof is or is reasonably believed by Viavi to be situated (and the Company hereby irrevocably licenses Viavi its employees and agents to enter upon any such premises for such purpose);
 - 21.2.2 the Company will not be entitled to the repayment of any sums previously paid by it to Viavi under the terms of this Agreement nor to any credit or allowance in respect of any such payments;
 - 21.2.3 the Company will pay to Viavi a sum equal to the amount of Rental Fees which would otherwise have been payable for the remainder of the Rental Period.

22. Return of the System

Upon termination of the Company's right to hire the System (for any reason) the Company shall forthwith re-deliver possession of the System in good order repair and condition to Viavi who shall for the purpose have access to the Location or any other place where the System may be situated (and the Company hereby irrevocably licenses Viavi, its employees and agents to enter upon any such premises for such purpose).