

VIAVI TaaS FOR WI-FI DEVICES SERVICE AGREEMENT For Testing in VIAVI Lab

	("Customer").
, a	[corporation] with offices located at
3047 Orchard Parkway, Suite 10, San Jose, Calif	fornia 95134 (hereafter "VIAVI") and
signature page (the "Effective Date"), is by an	d between VIAVI Solutions Inc. a Delaware corporation, having an office at
This viavi raas for wi-ri devices service agre	eement (this Agreement), enective as of the latest date set forth on the

Preamble: Customer is interested in having VIAVI test Customer's device which is listed in the Statement of Work (the "Device(s)"). The specific testing to be performed on the Device shall also be specifically described in the Statement of Work (the "Test Services"). In order for VIAVI to perform the Test Services on the Device(s) the Customer will deliver the Device(s) to the specific VIAVI Test Lab listed on the Statement of Work. Once the Test Services are completed the Device(s) will be returned to the Customer.

1 SERVICES

- **1.1 Statement(s) of Work**. To the extent Customer wishes to procure Test Services from VIAVI and VIAVI wishes to provide Test Services to Customer, the parties shall execute a statement of work in a format similar to Exhibit A attached which specifically references this Agreement and is signed by both parties (each a "SOW"). The SOW which may contain the following information: (a) the start date start date and end date of the Test Services; (b) a description of the Device(s) to be provided to VIAVI for testing; (c) a description of the Test Services to be performed by VIAVI; (d) the charges for the Test Services; (e) the VIAVI Test Lab where the Device(s) shall be delivered for the Test Services to be performed; and (e) such other information as may be agreed to by the parties. In the event of a conflict between the terms of this Agreement and the SOW, the terms of the SOW shall govern. Upon execution of an SOW, VIAVI shall perform the Test Services set forth in the SOW using generally accepted industry standards and practices. VIAVI shall determine in its sole discretion what personnel is required to complete the work contemplated by this Agreement and may use third parties, as determined by VIAVI in its sole discretion, to complete any work.
- **1.2 Nonexclusive**. VIAVI shall not be required to devote its Test Services or any other services exclusively to Customer, and VIAVI shall not be precluded from engaging in any other business activity during the term of this Agreement, including, without limitation, providing Test Services to other Customers and/or competitors of Customer.
- **1.3 Customer Cooperation**. Customer shall cooperate with VIAVI with providing the Device(s) in a reasonable, safe manner (including, without limitation, people, documents, systems and data) to perform the Test Services.
- **1.4 Personnel**. The personnel assigned to perform Test Services ("Personnel") shall have the skill, training and background sufficient to perform the Test Services. The term "Personnel" may also include such other person(s) as may be subsequently designated by VIAVI in writing as its representative(s) for purposes of this Agreement or a SOW provided. The Personnel shall perform their assignments under the direction of VIAVI and the Customer's Project Manager. If VIAVI is required to perform any work at Customer's facilities in connection with the project, all Personnel assigned to work at Customer's facilities shall strictly abide by Customer's rules relating to security and safety applicable to the facility as advised by Customer to VIAVI.
- **1.5 Customer Obligations**. Customer shall fulfil its obligations and responsibilities as set forth in this Agreement and the SOW so that VIAVI can perform the Test Services efficiently and effectively. Customer agrees that it shall have the sole responsibility for protecting and backing up its systems, networks, applications, content, and data used in connection with the Test Services. Customer shall secure and provide to VIAVI any rights and licenses necessary to allow VIAVI to perform the Test Services. Customer shall ensure the cooperation and performance of its employees and contractors as well as the accuracy and completeness of data and information provided to VIAVI that are necessary to perform the Test Services. Customer shall make and be responsible for all decisions and actions based or related to advice and recommendations provided by VIAVI in connection with the performance of the Test Services hereunder.

2 FEES AND EXPENSES

- **2.1 Application of this Section.** This Section 2 (Fees and Expenses) only applies where the Customer is contracting directly with VIAVI for the provision of the Test Services. If the Customer's contract is with a VIAVI reseller, then VIAVI directs the Customer to follow the provisions of that contract concerning fees and expenses which shall apply instead of this Section 2.
- **2.2 Pricing & Fees.** Customer shall pay VIAVI the amount set forth in the SOW("Fees").
- **2.3 Expenses.** Any expenses incurred in transporting the Device(s) to the VIAVI Test Lab those expenses will be addressed in the SOW.

3 INVOICES AND PAYMENTS

- **3.1 Application of this Section.** This Section 3 (Invoices and Payments) only applies where the Customer is contracting directly with VIAVI for the provision of the Test Services. If the Customer's contract is with a VIAVI reseller, then VIAVI directs the Customer to follow the provisions of that contract concerning invoices and payments which shall apply instead of this Section 3.
- **3.2 Payments.** For Test Services performed in accordance with this Agreement Customer shall pay VIAVI the fees and expenses for all Test Services as described in a SOW. VIAVI shall submit invoice(s) to Customer as described in a SOW and each invoice submitted by VIAVI to Customer shall be accompanied by appropriate supporting documentation.

All payments are due thirty (30) days after receipt of a correct invoice, provided, however, that no payment shall be due sooner than any due date specified on the invoice. All fees are exclusive of federal, state, municipal or other governmental excise, value-added, sales, use, excise, personal property, occupational, withholding obligations and other levies now in force or enacted in the future. Accordingly, all fees payable to VIAVI are subject to an increase equal to the amount of any such tax, excise or levy VIAVI may be required to collect or pay in connection with the Test Services, other than a tax on the net income of VIAVI. Any applicable charge or tax shall be borne by Customer in addition to the fees quoted. Any amounts not paid within such thirty (30) day period shall bear interest in the amount of one and one half percent (1.5%) per month or the maximum rate allowed by law, whichever is less, and VIAVI may immediately suspend performance of the Test Services. Customer's payment of such interest on late payments shall not prevent VIAVI from exercising any other rights under this Agreement or applicable law. All payments shall be made in US dollars.

4 CONFIDENTIAL INFORMATION

4.1 Confidential Information. Except as otherwise specified herein, VIAVI and Customer each expressly undertake to retain in confidence all information transmitted to it by the other party pursuant to this Agreement that the disclosing party identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential (Confidential Information"), and will make no use of such Confidential Information except under the terms and during the existence of this Agreement.

VIAVI and Customer shall treat the terms and conditions of this Agreement as confidential; however, either party may disclose the terms and conditions of this Agreement or the SOW in confidence to its immediate legal and financial consultants as required in the ordinary course of that party's business, or to a government authority to support compliance with legal or regulatory obligations, or as otherwise required by law. The receiving party's obligation hereunder shall extend for three (3) years following the disclosure of the Confidential Information. Customer shall cause its employees, agents, affiliates, and assigns to retain Confidential Information in accordance with the terms of this Article 4.1.

- **4.2 Exclusions.** Confidential Information shall not include any information that: (a) is at the time of disclosure or subsequently becomes publicly available without the receiving party's breach of any obligations owed the disclosing party; (b) became known to the receiving party prior to the disclosing party's disclosure of such information to the receiving party; (c) became known to the receiving party from a source other than the disclosing party other than by the breach of an obligation of confidentiality owed to the disclosing party; or (d) is independently developed by the receiving party without the use of the disclosing party's Confidential Information.
- **4.3 Independent Development.** The terms of confidentiality under this Agreement shall not be construed to limit VIAVI's right to independently develop or acquire products without use of the other party's Confidential Information.

5 PROPRIETARY RIGHTS

All right title and interest in any software or other materials used in the performance or delivery of the Test Services shall belong exclusively to VIAVI, except as otherwise provided in this Agreement

- **5.1** "VIAVI Property" is the software, source code, object code, firmware, procedures, know- how, methodologies, independent utilities, tools and programs, processes and material owned, licensed or developed by VIAVI under this Agreement or any improvements thereof. All copyrights, patents, trade secrets, other intellectual property rights or other ownership rights associated with any VIAVI Property shall belong exclusively to VIAVI subject to Customer's non-exclusive right to use such VIAVI Property that is provided to Customer as a deliverable as set forth below.
- **5.2** "Customer Property" is the software, methodologies, processes and materials owned, licensed or developed by Customer prior to the performance of any work under this Agreement or developed independently and outside the scope of any work performed under this Agreement. All copyrights, patents, trade secrets, other intellectual property rights or other ownership rights associated with any Customer Property shall belong exclusively to Customer.
- **5.3** VIAVI AND CUSTOMER EXPRESSLY AGREE THAT NONE OF THE T E S T SERVICES DELIVERED BY VIAVI SHALL BE CONSIDERED A "WORK FOR HIRE" AND ANY INTELLECTUAL PROPERTY CREATED IN PERFORMANCE OF THE TEST SERVICES REMAIN THE SOLE AND EXCLUSIVE PROPERTY OF VIAVI. TO THE EXTENT THAT VIAVI CREATES ANY INTELLECTUAL PROPERTY IN CREATING DELIVERABLES IN PERFORMING THE TEST SERVICES, VIAVI SHALL GRANT A LIMITED LICENSE TO CUSTOMER TO USE SUCH DELIVERABLES FOR CUSTOMER'S INTERNAL USE ONLY.
- **5.4 License to Test Reports**. The parties acknowledge and agree that the reports of the Test Services made available to Customer (the "Test Reports") shall be owned by Customer. Customer agrees to grant and does hereby grant to VIAVI a perpetual, irrevocable, worldwide, royalty-free, nonexclusive, assignable, sub-licensable (including through multiple tiers), and transferable license and right to use, reproduce, modify, create derivative works of, perform, display, distribute, and make and have made the Test Reports for the purpose of maintaining and supporting the software used to provide the Test Services and otherwise providing the Test Services

6 INSURANCE AND INDEMNITY

6.1 Insurance. During the term of this Agreement, VIAVI shall procure and maintain policies of insurance to include the following coverage: (a) Workers' Compensation Insurance for its own employees that meets the statutory limits of the states in which VIAVI operates and all federal statutes and regulations, (b) Employers Liability of not less than \$1,000,000 combined single limit per occurrence, Comprehensive General Liability of not less than \$1,000,000 per occurrence including personal injury, (d) Comprehensive Automobile Liability (including Automobile Non-Ownership Liability) with a combined single limit of not less than \$1,000,000 per occurrence, and (e) Umbrella or excess Liability Insurance providing coverage in excess of the coverages listed in (c) and (d) above in an amount not less than \$5,000,000 per occurrence. Upon request by Customer, VIAVI shall furnish Customer with a Certificate of Insurance evidencing such coverage.

6.2 Indemnification.

- (a) Each party shall indemnify, defend and hold harmless the other party, its principals, officers, directors, employees and agents from and against any and all third-party actions, damages, claims, liabilities, costs, expenses, and losses (including, without limitation, reasonable attorneys' fees and expenses) for bodily injury and property damage brought against, incurred by, or paid by any of them at any time, as a result of its intentional misconduct of its employees or agents. This provision shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort or otherwise
- (b) Customer agrees to indemnify, protect, defend and hold VIAVI and its suppliers, licensors, distributors, directors, employees, professional advisors, agents and representatives harmless from and against any and all claims, losses, damages (including without limitation reasonable attorneys' and experts' fees and disbursements) from any and all of the following which may at any time be asserted against VIAVI: (a) by any party for Customer's failure to perform any of the covenants, agreements, terms, obligations, provisions or conditions contained in this Agreement; (b) by any party for reason of Customer's use or misuse of the software or documentation supplied by VIAVI; or (c) resulting from any failure by Customer to comply with any term, condition or restriction in this Agreement. Customer shall be entitled to have sole control over the defense and/or settlement of any claim, provided however that VIAVI may participate with counsel of its own choosing and

at its own expense. Customer shall not settle any claim to the extent that such settlement includes any obligation or restriction on VIAVI, or VIAVI Indemnified Party.

6.3 Indemnification Process. Any party with a possible claim for indemnity under Section 6.2 or 6.3 shall promptly notify the indemnifying party of the potential claim, and shall cooperate with the indemnifying party, at the indemnifying party's cost, in the investigation and defense of the same. The indemnifying party shall have sole control over the defense and/or settlement of any such claim, but the indemnified party may participate at its own expense with counsel of its choosing and the indemnifying party will not settle any such claim without the indemnified party's prior written consent (unless such settlement does not impose any obligations, admissions, or liabilities upon the indemnified party).

7 REPRESENTATIONS, WARRANTIES AND LIABILITIES

- **7.1 Mutual Representations.** Each party represents to the other that (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.
- **7.2 Limitation on Warranties.** Customer and VIAVI agree that the Test Services are provided "as is" and "as available" and that VIAVI makes no warranty as to the Test Services. VIAVI disclaims all other warranties, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

VIAVI does not warrant the work performed by Customer or third-party contractors or that any systems or operation of systems will be defect or error- free.

7.3 Exclusion of Damages; Limitation on Liabilities. EXCEPT AS EXPLICITLY PROVIDED HEREIN, IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, AND/OR LOSS OF BUSINESS, ARISING OUT OF OR RESULTING FROM THIS AGREEMENT EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) EXCEPT FOR ANY BREACH OF SECTIONS ENTITLED "CONFIDENTIAL INFORMATION", "PROPRIETARY RIGHTS", OR A CLAIM FOR INDEMNIFICATION PROVIDED FOR UNDER THIS AGREEMENT, DAMAGES IN EXCESS OF THE AMOUNTS PAYABLE HEREUNDER BY CUSTOMER FOR 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING SHALL APPLY REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF EACH PARTY AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY.

8 TERMAND TERMINATION

- **8.1 Term and Termination.** This Agreement will commence on the Effective Date set forth on the signature page of this Agreement and will continue in effect for a period of one (1) year(s) and shall automatically renew on each annual anniversary date unless terminated in writing by a party with sixty (60) days advanced written notice or unless amended to establish a later expiration date by a written Agreement signed by both parties. Note, that notwithstanding the foregoing, if this Agreement or any SOW is terminated by a party prior to the completion of the Test Services in the relevant SOW, then VIAVI shall be paid for the Test Services delivered up to and including the date the termination notice is received.
- 8.2 Either party may terminate this Agreement and/or any individual SOW if the other party breaches a material provision of this Agreement or any SOW and fails to cure such breach within thirty (30) days of receipt of written notice of the breach from the other party.
- 8.3 Notwithstanding the foregoing, this Agreement and any SOW or both, may be terminated immediately by either party in the event of (i) a breach of any confidentiality obligation, breach of the Proprietary Rights clause herein, or breach of the Export clause herein, or (ii) either party makes an assignment or trust mortgage for the benefit of its creditors, or shall file a voluntary petition under the bankruptcy or insolvency laws of any jurisdiction to which it is subject, or shall suffer an involuntary petition under such laws to be filed against it, or shall be adjudicated bankrupt or insolvent under the law of any jurisdiction to which it is subject, or (iii) either party is subject to U.S. export controls or sanctions incompatible with this Agreement (such as designation on the U.S. list of Specially Designated Nationals).

9 GENERAL

- **9.1 Entire Agreement**. This Agreement, together with the SOW, contains the entire agreement between VIAVI and Customer concerning the subject matter of this Agreement, together with the SOW, and apart from any existing sales agreement covering the products, software or services hereunder or non-disclosure agreements, this Agreement, together with the SOW, supersedes any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provisions in any purchase orders, or in any other documentation employed by or on behalf of either party in connection this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement and the SOW, even if such document is accepted by the receiving party, with such provisions being deemed deleted.
- **9.2 Amendment**. No amendment, change, modification or alteration of this Agreement shall be effective unless in writing and signed by both parties.
- **9.3 Assignment**. Customer may not assign any of its rights against VIAVI, and any (purported) assignment, either voluntarily or by operation of law, is invalid. Any warranties extended by VIAVI are nontransferable and for Customer's benefit only. VIAVI may assign its rights and delegate its obligations.
- **9.4 Compliance.** Customer shall obtain all licenses, permits and approvals required by any government and shall comply with all applicable laws, rules, policies and procedures of the applicable government and other competent authorities. Customer will indemnify and hold VIAVI harmless for any violation or alleged violation by Customer of such laws, rules, policies or procedures. Customer shall not transmit, export or re-export, directly or indirectly, separately or as part of any system, the Device(s) or any technical data (including processes and services) received from VIAVI, without first obtaining any license required by the applicable government, including without limitation, the United States Government and/or any other applicable competent authority. Customer also certifies that (i) none of the VIAVI Property or Test Reports supplied by VIAVI will be sold or otherwise transferred to, or made available for use by or for, any entity that is: (a) located in an "embargoed" country in accordance with any applicable government list(s) including without limitation, those of the United States, (b) a 'denied' or 'restricted' party on any applicable government list(s) including without limitation, those of the United States, and/or (c) engaged in the design, development, production or use of nuclear, biological or chemical weapons or missile technology; (ii) no relevant agency or authority has suspended, revoked or denied Customer's export and/or import privileges; and/or (iii) Customer is not located in or under the control of a national or resident of, a jurisdiction where this transaction is prohibited.
- **9.5 Waiver**. The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and shall in no way affect that party's right to later enforce or exercise it, unless such party issues an express written waiver, signed by a duly authorized representative.
- **9.6 Choice of Law and Jurisdiction.** The Agreement and its validity, interpretation and performance, and any related dispute between the parties ("Disputes") shall be governed by the laws of the State of New York and the United States of America, as if performed wholly within the State of New York, and without giving effect to any principles of conflict of laws. The parties specifically disclaim the application of (i) the United Nations Convention on Contracts for the International Sale of Goods and/or its implementing and/or successor legislation and/or regulations; and/or (ii) principles of conflicts of law and that body of law applicable to choice of law. VIAVI and Customer hereby irrevocably and unconditionally submit to the jurisdiction of the courts in the State of New York and all courts competent to hear appeal therefrom and such courts shall have exclusive jurisdiction over any Disputes. Customer waives its right to a jury trial. Notwithstanding the foregoing, either party may, at its sole discretion, seek injunctive relief in any court of competent jurisdiction (including, but not limited to, preliminary injunctive relief). The prevailing party in any legal proceeding brought by one party against the other party in a Dispute shall be entitled to recover its legal expenses, including, but not limited to, the costs of any court or arbitration proceeding and reasonable attorneys' fees.
- **9.7 Survival**. It is expressly agreed by both parties that the clauses herein entitled Confidential Information, Proprietary Rights, Limitations on Warranties, Exclusions of Damages; and Limitation on Liabilities, shall survive the termination or expiration of this Agreement. The obligation of both parties that are of a continuing nature, shall survive termination of this Agreement.
- **9.8 Severability**. If and to the extent that any of the terms of this Agreement, except payment obligations, become or are declared to be illegal by any court of competent jurisdiction, such terms shall be null and void and shall be deemed deleted

from this Agreement, but only to the extent that such term is illegal, it being the intent and agreement of the parties that the Agreement shall be deemed amended by modifying such term to the extent necessary to make it legal while preserving its intent or, if that is not possible, by substituting therefore another term that is legal and achieves the same objective. All remaining terms of this Agreement shall remain in full force and effect.

- **9.9 Construction**. This Agreement is the product of the efforts of both parties and shall not be interpreted in favor of or against either party because of its effort in preparing it.
- **9.10** Injunctive Relief. Each party agrees that a breach of the license rights granted hereunder and/or the restrictions thereon, or a breach of the confidentiality provisions hereof, may result in irreparable harm and significant injury to the other which may be difficult to ascertain. Accordingly, each party agrees that the other shall be entitled to equitable relief, including, without limitation, an immediate injunction enjoining any further breach, in addition to all other remedies available to such party at law or in equity.
- **9.11 Attorneys' Fees**. If any claim, legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement or because of a dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that claim, action or proceeding, in addition to any other relief to which such party may be entitled. This attorneys' fees clause shall include all post-judgment attorneys' fees and expenses and shall not be merged into, but rather shall survive, the judgment.
- **9.12 Force Majeure**. Any non-performance or late performance except of payment obligations of either party shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing or late-performing party whether or not similar to the foregoing. If by reason of any such force majeure event, VIAVI's supplies of Test Services are limited, VIAVI shall have the right to prorate the available supply in such a manner as it, in its sole discretion, determines appropriate.
- **9.13 Relationship of Parties**. The parties to this Agreement are independent contractors. No relationship of principal to agent, master or servant, employer to employee or franchiser to franchisee is established hereby between the parties. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever. VIAVI neither assumes nor authorizes any third-party, person or entity to assume or accept any liability or obligation, or to make any commitment for VIAVI with regard to the Test Services.
- **9.14 Notices**. Any notices and any modifications of, or amendments to, the Agreement shall be invalid, unless (i) notices are in writing and sent by fax or by registered or certified mail, postage prepaid, or via email; and (ii) modifications and amendments are in writing and signed by duly authorized officers of both parties. Representations made by sales or technical personnel of VIAVI shall have no legal effect, unless confirmed by a senior executive of VIAVI (senior vice president or above) in writing. Furthermore, notices to VIAVI are invalid, unless and until received by email to Viavi.Legal@viavisolutions.com or by registered or certified mail, postage prepaid to the following address Attn. Legal Department, 1445 South Spectrum Blvd, Suite 102, Chandler, AZ 85286 or at such other address(es) as may be specified by VIAVI to Customer in writing as the appropriate address for notices.
- **9.15 Interpretation.** In this Agreement, unless a contrary intention appears: (i) the terms, "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular portion hereof and include any agreement supplemental hereto; (ii) words importing a singular number only shall include the plural and vice versa; (iii) the term "including" means "including without limitation"; (iv) other grammatical forms of defined words or expressions have corresponding meanings; (v) a reference to a section, document or agreement, including this Agreement, includes a reference to that section, document or agreement as amended from time to time, as permitted hereunder; and (vi) the division of this Agreement into sections and the insertion of headings are for convenient reference only, and shall affect neither the construction nor the interpretation of this Agreement.
- **9.16 Counterparts**. This Agreement may be executed in any number of counterparts, including by facsimile or other electronic means, with the same effect as if VIAVI and Customer had each signed the same document. All counterparts shall be construed together and shall constitute one and the same original Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives with the intent to be legally bound as of the Effective Date.

CUSTOMER	Viavi Solutions Inc.
Signature	Signature
Name	Name
Title	Title
Date	Date

EXHIBIT A STATEMENT OF WORK

The terms and conditions for this SOW are governed by the VIAVI TaaS For Wi-Fi Devices Service Agreement executed by Viavi Solutions Inc and, with an Effective Date of unless otherwise indicated.			
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II.	Test Services to be performed:		
III.	Start date of Test Services:	End date of Test Services:	
IV.	VIAVI test lab where the Device(s) will be delivered:		
	Party responsible for delivery of Device(s) to test lab:		
	Party responsible for returning Device(s) after testing:		
V.	Pricing & Fees:		
VI.	Contact Information:		
	Viavi Solutions Inc.		
	Account Representative: Phone: Email:	Mobile:	
	Project Manager: Phone: Email:	Mobile:	
	Service Delivery Manager: Phone: Email:	Mobile:	
	Customer		
	Primary Contact: Phone: Email:	Mobile:	
	Project Manager: Phone: Email:	Mobile:	

VII. Acceptance

Upon completion of the Test Services defined in this Statement of Work, VIAVI shall provide written Test Report to Customer. The Test Services shall be deemed accepted upon Customer's receipt of the Test Report.