



WIRELESS VALUE ADDED SERVICES TERMS

These Wireless Value-Added Services Terms ("Terms") apply to the Wireless Value-Added ("Jump Start" and "Operational Assistance") Services provided by Viavi Solutions Inc. ("VIAVI"). These Terms are in addition to VIAVI'S General Terms, which are incorporated by reference herein and are either attached hereto, or available at www.VIAVIsolutions.com/terms or on request.

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

"Wireless Value-Added Services" means the services provided by Viavi as further detailed within the Wireless Added Services documentation.

"Service Event" means a scheduled on-site day or block of days, or scheduled virtual block of hours which Viavi performs the Wireless Value-Added Services.

"Services Period" means a period of three (3) months in respect of "JumpStart" services and a period of twelve (12) months in respect of "Operational Assistance" services which shall begin on the date of the first Service Event.

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

2. WIRELESS VALUE-ADDED SERVICES.

2.1 Provision of Wireless Value-Added Services.

a) Wireless Value-Added Services will be provided to Customer by VIAVI as on-site or virtually as detailed in the VIAVI SKU description for the ordered service.

b) VIAVI will work with Customer to schedule Service Events at a time that is mutually agreed. Customer must schedule Service Events within three (3) months of receipt of order with all Service Event(s) entitlement expiring at the end of the applicable Services Period even where such remains unscheduled.

c) VIAVI is not responsible for any Wireless Value-Added Services time lost or consumed due to delays with Customer readiness for the scheduled Service Event; including any time spent waiting or otherwise supporting site/system preparation during a scheduled Service Event.

d) Unless explicitly specified within the Wireless Value-Added Services SKU description, travel expenses are not included. VIAVI will invoice any actual travel costs associated with the delivery of an Wireless Value-Added Services SKU as a separate invoice line item.

e) The Wireless Value-Added Services offered by VIAVI is fixed in scope and price. No price changes, future discounts and / or refunds will apply where a Customer does not utilize any or all of the services offered.

2.2 Customer Responsibilities. Customers are responsible for having the products requiring the Wireless Value-Added Services installed, cabled and powered prior to a scheduled Service Event. Customers must also provide VIAVI a topology map of the network.

3. Acceptance. Wireless Value-Added Services are deemed accepted upon completion and do not require acceptance testing or formal acceptance.

4. INVOICING. VIAVI will invoice the Customer for Wireless Value-Added Services in advance of the commencement of the scheduled Service Events, at the agreed upon rates and with payment being made within thirty (30) days of the invoice date and in accordance with the General Terms. At the end of the Service Period there will be no further obligation due from VIAVI.

5. LICENSE.

5.1 License to Wireless Value-Added Services Documentation. VIAVI grants to Customer a non-exclusive, non-transferable, and non-sublicensable license to use any Wireless Value-Added Services Documentation solely in conjunction with the Wireless Value-Added Services being offered by VIAVI if and to the extent that (i) VIAVI intentionally makes such Documentation available to Customer as part of the Wireless Value-Added Services; (ii) the Documentation is not covered by any other written terms or agreements between the parties (otherwise such other terms or agreements, e.g., VIAVI Software License Terms shall exclusively govern.); and (Customer complies with all provisions of these 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. Customer agrees not to reuse, create derivative works of, reverse engineer, copy, or otherwise disseminate the Documentation without the written consent of VIAVI.

5.2 License to Customer Contributions. Customer grants to VIAVI a non-exclusive, perpetual, irrevocable, royalty-free, transferable, sublicensable, and unlimited license to use and commercialize in any manner any contributions and / or information that Customer's representatives and/or Participants make in classes or related to Wireless Value-Added Services.

5.3 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 Customer in these Terms.

6. LIMITED WARRANTY AND DISCLAIMERS.

6.1 Limited Warranty. VIAVI will perform the Wireless Value-Added Services in a professional manner. Training Materials are provided "as is" without any warranty.

6.2 Exclusive Remedies. If the Wireless Value-Added Services materially fail to conform to the limited warranty set forth in Section 6.1 (Limited Warranty), Customer may terminate Wireless Value Added-Services in accordance with Section 7.2 (Termination for Cause) if VIAVI fails to cure a non-conformance within two (2) days after receiving Customer's detailed written request to cure the non-conformance. Termination shall not affect (i) Customer's obligations to pay for Wireless Value-Added Services already performed before VIAVI receives Customer's request to cure; or (ii) any other obligations of Customer under these Terms. THE REMEDY EXPRESSLY PROVIDED OR REFERENCED IN THIS SECTION 4.2 WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SHALL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST VIAVI WITH RESPECT TO ANY NON-CONFORMANCE OF WIRELESS VALUE -ADDED SERVICES.

6.3 Disclaimer. EXCEPT AS SPECIFIED IN SECTION 6.1 (LIMITED WARRANTY), VIAVI MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY WIRELESS VALUE -ADDED 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. CUSTOMER SHALL HAVE NO WARRANTY CLAIM UNDER SECTION 4.1 (LIMITED WARRANTY), UNLESS VIAVI RECEIVES CUSTOMER'S WRITTEN REQUEST TO CURE A NON-CONFORMANCE WITHIN TWO (2) DAYS AFTER ITS OCCURRENCE.

7. TERM AND TERMINATION.

7.1 Term. The term of any Wireless Value-Added Services will continue until (i) completion of the Wireless Value-Added Services; (ii) end of the Service Period; or (iii) termination in accordance with this Section 7.

7.2 Termination for Cause. Either party may terminate any or all orders of Wireless Value-Added Services by written notice, effective immediately, if the other party fails to cure any material breach of these Terms within two (2) days after receiving written notice from the non-breaching party detailing the alleged material breach.

7.3 Consequences. Customer shall pay to VIAVI all fees agreed upon with respect to the terminated Wireless Value-Added Services, unless Customer terminates because of VIAVI's material breach of these Terms in accordance with Section 7.2 (Termination for Cause), in which case Customer shall not be obligated to pay for the class directly affected by the breach. In case of any termination, Customer shall return to VIAVI all Training Materials, VIAVI's Confidential Information and other tangibles and intangibles received in connection with the Wireless Value-Added Services, without retaining any copies thereof, and all licenses granted to Customer under these Terms shall be automatically revoked.

7.4 Cancellation or Rescheduling. In the event Customer desires to cancel or reschedule Wireless Value-Added Services, Customer agrees to comply with VIAVI's then current cancellation or rescheduling policies available on request.

7.2 Survival. Section 5.2 (License to Customer Contributions), 5.3 (All Other Rights Reserved), 6 (Limited Warranty and Disclaimer) and Section 7 (Term and Termination) of these Terms and VIAVI's General Terms shall survive any termination of these terms.