



SOFTWARE LICENSE TERMS [APPENDIX]

These Software License Terms are supplementary to any quote, order, order acknowledgment, invoice, or agreement with respect to any license or delivery of Software by Viavi. To the extent these Software License Terms conflict with any other terms, these Software License Terms shall take precedence over any other terms with respect to Software.

1. DEFINITIONS.

"Agreement" means a contract between Viavi and the Customer that is formed by reference to these Software License Terms.

"Confidential Information" means any technical or other information related to Viavi's Goods and Services (including, but not limited to, any documentation, services offerings, training materials, and written, visual, and oral instructions) and any information that is marked or otherwise expressly identified as confidential in writing or that should have been reasonably understood as such due to its nature, regardless of whether in tangible, electronic, verbal, graphic, visual or other form, that Viavi discloses to Customer. Confidential Information does not include material or information that (i) is generally known by third parties as a result of no act or omission of Customer; (ii) subsequent to disclosure hereunder was lawfully received without restriction on disclosure from a third party having the right to disseminate the information; (iii) was already known by Customer prior to receiving it from Viavi and was not received from a third party in breach of that third party's obligations of confidentiality; or (iv) was independently developed by Customer without use of Confidential Information of Viavi.

"Delivery Date" means the earlier of the date on which (i) Viavi puts a Good into the possession of a carrier for shipment, (ii) Customer takes possession of a Good; or (iii) Viavi makes the Good available to Customer.

"Documentation" means Viavi's information manuals that (i) contain operating instructions and performance specifications for the Products, Software, and/or Services; (ii) Viavi delivers to Customer with the Products, Software, and/or Services; and (iii) Viavi generally makes available to all users of its Products, Software, and/or Services.

"End User" means a customer of Customer to whom Customer is permitted to distribute a copy of the Software.

"EULA" means the "Viavi Software and Data End User License Agreement" that is presented to End Users as part of the local installation of the Software or as part of the web-based/remote access to the Software.

"Firmware" means firmware and software that is (i) installed on tangible products, including back-up copies of such software that are delivered with such tangible products, and (ii) not referred to by Viavi with individual product numbers and line item prices.

"Goods" means Products, Software and Documentation.

"Intellectual Property" means any computer program or routine (in object code, source code, or embedded format, regardless of the medium on which it resides), algorithms, know-how, firmware, hardware and/or software configurations, inventions, documentation, translations, text and other works of authorship, data, databases, information, mask works, designs, utility models, symbols, logos, marks, names, procedures, processes, methods, improvements and any other intangibles as well as the prototypes, samples, copies, and other materialized forms of the foregoing intangibles.

"Product" means any tangible products or parts thereof that Viavi agrees to deliver or delivers to Customer including any Firmware.

"Proprietary Rights" means any and all rights, title, ownership and interests in and to copyrights, mask work rights, industrial designs, trademarks, service marks, trade names, trade secrets, patents, and any other rights to Intellectual Property, recognized in any jurisdiction or country of the world, whether or not registered or perfected.

"Services" means any services provided by Viavi, including without limitation, any Installation Services, Training Services, Software Maintenance Services, Time & Materials Services, and/or Fixed Fee Services, as applicable (such terms as defined in the applicable offering-specific terms).

"Software" means any computer software in object code, source code, or other format that Viavi agrees to deliver or make available to Customer, excluding Firmware. For greater clarity, no licenses under these Software License Terms shall extend to any source code.

"Arieso Software" means any Arieso software product, module or modules identified in a relevant order form, and (where applicable) all future corrections, modifications, updates and new versions provided under this Agreement from time to time for use in conjunction

with such software. Except where expressly stated otherwise, Arieso Software forms part of the Software under these Software License Terms.

"Work Product" means any tangible or intangible results or deliverables that Viavi agrees to create or deliver, or intentionally delivers to Customer, as a result of performing services, including, but not limited to, configurations, computer programs or other information, or customized hardware, and any Intellectual Property developed in connection therewith and Proprietary Rights related thereto.

"Authorized Users" means officers, employees and independent contractors of Customer, who are bound by enforceable written obligations to (i) treat the Software and Documentation of Viavi as Confidential Information; and (ii) use such Software, Documentation and Confidential Information only on behalf of Customer and only in accordance with these Software License Terms. The term Authorized Users does not apply to Firmware.

2. NO SALE. Software and Documentation (and any copies thereof), are licensed only, not sold. Viavi reserves all rights, except as expressly granted in these Software License Terms.

3. LICENSE.

3.1 License Grant. Subject to the terms and conditions of this Agreement, Viavi grants Customer a non-sublicensable, non-exclusive, non-transferable, limited license to permit Authorized Users and End Users to use copies of the Software in accordance with the applicable Documentation, within the scope of the applicable License Model(s) ("License Models") described in Section 3.2 (License Models) and solely for Customer's internal business purposes. Viavi's license grant is conditioned upon, Customer's continuous compliance with these Software License Terms and if Customer violates any of these limitations or restrictions or any other terms of this Agreement, the license grant will automatically and immediately expire without notice from Viavi. Customer acknowledges that the license descriptions in this Section 3.1 and in Section 3.2 (License Models) define the scope of rights that Viavi grants to Customer and that any usage of the Software outside the scope of that license grant and the scope of any statutory rights constitutes an infringement of Viavi's and/or its licensors' Intellectual Property and/or Proprietary Rights as well as a material breach of these Software License Terms.

3.2 License Models. Any license grant under these Software License Terms is subject to the limitations defined in this Section 3.2 as applicable to Customer's License Model(s). Unless Viavi expressly specifies or agrees otherwise in a duly signed writing, all Software shall be governed by a Standard License (see Section 3.2.1 (Standard License)).

3.2.1. Standard License. Unless Viavi expressly specifies in writing that one or more additional or different License Models apply per Subsections 3.2.2 (Licensed Hardware) through 3.2.4 (Time Limit) below, Customer may install the Software on computers solely in accordance with one of the following options:

(i) **Single User License.** Unless Viavi specifically describes in writing a license for the Software as a "multi-user license", Customer may install and permit Authorized Users and/or End Users to install and use one (1) copy of the Software on either (i) one (1) stand-alone computer or (ii) one (1) Product, neither of which may be connected to a network in a manner that allows more than one (1) Authorized User to access, manipulate or otherwise create or use a copy of the Software. Customer may not use the Software other than on one (1) computer or Product.

(ii) **Multi-User License.** If Viavi identifies a license for the Software in a duly signed writing as a "multi-user license", then Customer may install and permit Authorized Users and/or End Users to install and use copies of the Software on stand-alone computers or Products, provided that the Software is installed for no more than the maximum number of Authorized Users and/or End Users specified by Viavi. Each Authorized User or End User may not use the Software other than on one (1) computer or Product. The maximum number of Authorized Users and End Users for the "multi-user" license shall be two (2), unless Viavi specifies another number in writing.

3.2.2 Licensed Hardware. Except in respect of Arieso Software, if Viavi in writing identifies a certain computer or Product ("**Licensed Hardware**") on which the Software may be used, then Customer may install, and permit Authorized Users and/or End Users

to install and use the applicable Software only on such Licensed Hardware. Customer may migrate the Software to a different computer or Product only if (i) Customer gives thirty (30) days' prior written notice to Viavi; (ii) Customer does not upload or use the Software on the Licensed Hardware after installing it on the destination computer or Product; and (iii) Customer removes all copies from the Licensed Hardware within two (2) weeks after installing it on the destination computer or Product, which will thereafter become the Licensed Hardware for purposes of these Software License Terms. Installation of the Software on such different destination computer or Product terminates Customer's license to use the previous installations of the Software.

3.2.3 Server-Client Architecture. If Viavi identifies Software in a duly signed writing as a server software product ("Server Software") then Customer may install and host one (1) copy of the server portion of such Software on a single server. Customer may install and permit Authorized Users and/or End Users to install and use copies of the client portion of such Software on computers in accordance with one of the following options:

(i) **Floating Licenses.** If Viavi specifically describes a license for Server Software in writing as a "floating license," Customer may install and permit Authorized Users and/or End Users to install and use the client portion of such Software on a reasonable number of computers solely in connection with the use of the Server Software and on the condition that no more than the maximum number of concurrent Authorized Users and End Users specified by Viavi may use the client or have access to the server portion of the Software at any one time. If Viavi does not specify in writing a different maximum number of concurrent Authorized Users for a floating license, the maximum number of concurrent Authorized Users shall be one (1).

(ii) **Node-Locked Licenses.** Unless Viavi specifically describes in writing a license for Server Software as a "floating license," Customer may install and permit Authorized Users and/or End Users to install and use the client portion of such Software solely in connection with the use of the Server Software and only on one (1) computer for each authorized node ("Authorized Customer Computer"). All activities related to the operation of the client portion of the Software must be performed on the same Authorized Customer Computer. The maximum number of Authorized Customer and End User Computers shall be one (1), unless Viavi specifies another number in writing.

(iii) **Arioso Licenses.** If Viavi specifically describes in writing a license for Server Software as an Arioso Software license, Customer may use the Server Software on the condition that: (1) no more than the total number of Authorized Users and/or End Users specified by Viavi may have access to the Server Software and (2) no more than the maximum number of concurrent Authorized Users and/or End Users specified by Viavi may access the Server Software at any one time. If Viavi does not specify in writing different numbers of maximum total and concurrent Authorized Users and End Users for this license, the maximum total and concurrent numbers of Authorized Users and End Users shall be one (1). If expressly specified in writing, the license for such Server Software may also be limited to one Customer cellular/wireless network having the specified number of nodes and/or wireless technology.

3.2.4 Time Limit. Subject to Customer's ongoing compliance with the terms and conditions of this Agreement, including, without limitation, the payment of all fees or charges related to this Agreement, the term of the license(s) contained herein shall either a) continue for the Viavi-specified period for any limited duration license, at which point such license shall automatically expire at the end of such period, or b) if no period is specified by Viavi, continue until terminated in accordance with Section 6.1 below. Notwithstanding the foregoing, Viavi has the right to revoke Customer's license(s) at any time due to Customer's non-payment.

3.3 Copies. Except as expressly specified herein or agreed otherwise in writing, Customer may duplicate each item of Software that Viavi delivers only by (i) permanently installing one (1) copy on a computer (provided that Customer keeps the original copy that Viavi delivered only as a back-up copy, separately from any actively used Software; keeps records of such original copies indicating the location of its storage; and provides such records to Viavi upon request), and (ii) temporarily uploading such copy of the Software into the working memory of the computer on which it has been installed to the extent necessary for using the Software in accordance with the applicable Documentation and License Models. Customer may not create any other copies of the Software, unless Viavi expressly permits additional copies in writing.

3.4 License Key Management. Viavi may, at its sole discretion, use or combine license management programs with any Software, which automatically monitor and enforce license restrictions and limitations, provided that such precautions shall not relieve Customer of its primary responsibility to ensure compliance with these Software License Terms. Customer expressly agrees to be fully responsible for compliance by all Authorized Users with these Software License Terms and all End Users with the EULA, to take all actions reasonably requested by Viavi to protect the rights of Viavi in the Software and Documentation, and to indemnify and hold Viavi harmless against any loss resulting from any breach of these Software License Terms by any Authorized User and from any breach of the EULA by and End User or any other individual or entity that Customer caused, enabled or allowed to use the Software in any manner not authorized under these Software License Terms.

3.5 License Restrictions. To the extent permitted by applicable law, Customer agrees not to (i) translate or create any derivative works based on the Software or Documentation or modify or alter the Software or Documentation in any manner whatsoever; (ii) sell, sublicense, lease, rent, loan, assign, convey, distribute, or otherwise transfer the Software or Documentation to any third parties; (iii) copy or use the Software or Documentation for any purpose or in any manner not expressly permitted in these Software License Terms; (iv) use the Software outside the permitted scope of the applicable License Model(s); (v) use the Software or Documentation, in any format, for or in the interest of any third party other than by Authorized Users; (vi) disclose the results of any benchmark test of the Software to any third party, without Viavi's prior written approval; or (vii) permit or encourage any third party to do any of the foregoing. Customer acknowledges that the structure, organization and source code of the Software remain confidential trade secrets of Viavi and its licensors. Customer shall cooperate with Viavi, and shall render all reasonable assistance requested by Viavi, to assist Viavi in preventing and identifying any use of, or access to, the Software and Documentation, by Authorized Users, End Users or otherwise, in violation of these Software License Terms. Any computer(s) and/or server(s) contemplated herein shall only contain one (1) single core, single central processing unit (CPU) per such computer or server. Additional fees may be applicable for multi-core/multi-CPU computers and servers. For greater clarity, no source code shall be licensed under these Software License Terms (except as set forth under the terms of any applicable Specific License(s) (defined below)).

3.6 Specific Licenses. To the extent that Customer acquires from Viavi any Software that is accompanied by or made available subject to end-user license terms (other than the EULA) and/or other terms (in shrink-wrap, click-through or other format), either from Viavi or originating from third party licensors ("Specific Licenses") (i) Customer shall agree to such Specific Licenses vis-à-vis the licensor specified in such Specific Licenses; (ii) to the extent such Specific Licenses conflict with Section 3.1 (License Grant) through 3.5 (License Restrictions), the Specific Licenses shall take precedence with respect to the software (or portion thereof) subject to such Specific Licenses; and (iii) Customer's right to use the software (or portion thereof) subject to such Specific Licenses will be defined and restricted as set forth in such Specific Licenses. Original software developed by Viavi is not subject to Specific licenses, including open source software licenses. Terms of these Software License Terms that are different from applicable Specific Licenses are offered by Viavi alone.