



INSTALLATION SERVICES TERMS

These Installation Services Terms apply to any quote, order, order acknowledgment, and invoice, and any installation of Products by Viavi, 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 definition:

"Installation Services" means services that are focused on the installation of Products at Customer's location performed by, or on behalf of, Viavi.

2. INSTALLATION SERVICES.

2.1 Provision of Installation Services. Installation Services will be provided to Customer as described in an applicable statement of work or as otherwise agreed in writing between the parties. If Customer requests services beyond what is normally required for installation, Viavi may, at its sole discretion, agree with Customer to provide such services at Customer's additional cost.

2.2 All Rights Reserved. Viavi reserves ownership, title, and all rights and interest, including, but not limited to, all Proprietary Rights in and to Work Product, and any Intellectual Property and other information, materials and technology developed or acquired by Viavi prior to, or independently of, the provision of Installation Services hereunder.

3. COOPERATION. Customer shall, in a timely manner and free of charge, provide all information, materials and cooperation necessary for the provision of Installation 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 performance and charge Customer for any resulting costs; and/or (ii) charge Customer its then-current time & materials services rates (available on request) for every day or part day on which personnel are unable to perform 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 sixty (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.

4. ACCEPTANCE. Installation Services are deemed accepted upon completion of the work and do not require acceptance testing or a formal acceptance, unless the parties have expressly agreed on an acceptance requirement in a duly signed writing in the form of a Statement of Work (SoW) being agreed between the parties.

5. PAYMENT. Customer shall make payment within thirty (30) days of the invoice date and in accordance with the General Terms.

6. LIMITED WARRANTY AND DISCLAIMER.

6.1 Limited Warranty. Viavi warrants that it will perform the Installation Services in a professional and workmanlike manner.

6.2 Exclusive Remedies. If Installation Services materially fail to conform to the limited warranty set forth in Section 6.1 (Limited Warranty), and Viavi receives Customer's written and detailed notice of such non-conformance within thirty (30) days of completion of the Installation Services, Viavi shall, at its sole discretion, re-

perform the Installation Services or provide a credit to Customer equal to the fees paid for the Installation Services. This shall not affect the parties' obligations with respect to delivery, payment or any other terms related to the Products to be installed.

6.3 Disclaimer. THE REMEDIES EXPRESSLY PROVIDED IN SECTION 6.2 (EXCLUSIVE REMEDIES) WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND SHALL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST VI.VI WITH RESPECT TO ANY NON-CONFORMANCE OF INSTALLATION SERVICES OR WORK PRODUCT. EXCEPT AS SPECIFIED IN SECTION 6.1 (LIMITED WARRANTY), VI.VI MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY INSTALLATION SERVICES OR WORK PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VI.VI 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.

7. TERM AND TERMINATION.

7.1 Term. The term of any Installation Services project will continue until the earlier of completion or termination of the Installation Services in accordance with this Section 7 (Term and Termination).

7.2 Termination for Cause. Either party may terminate an Agreement regarding Installation Services by written notice, effective immediately, if the other party fails to cure any material breach of the Installation Terms within ten (10) days after receiving written notice from the non-breaching party detailing the alleged material breach.

7.3 Consequences. Unless Customer terminates because of Viavi's material breach of these Installation Terms, Customer shall (i) pay to Viavi all fees agreed for the Installation Services less out-of-pocket expenses saved by Viavi as a result of the early termination, or one hundred twenty percent (120%) of Viavi's fully loaded costs of all Installation Services performed before termination, whichever is greater; and (ii) return to Viavi all Work Product, Viavi's Confidential Information and other tangibles and intangibles received in connection with the Installation Services, without retaining any copies thereof.

7.4 Survival. Sections 2.2 (All Rights Reserved), 4 (Acceptance), 5 (Payment), 6 (Limited Warranty and Disclaimer), and Section 7 (Term and Termination) as well as Viavi's General Terms shall survive any termination of these Installation Services Terms.