



PATHTRAK SOFTWARE MAINTENANCE AND SUPPORT SERVICES

These PathTrak Software Maintenance and Support Services terms and conditions (“Terms and Conditions”) apply to any quote, order, order acknowledgment, invoice, and any sale or provision of PathTrak Services as defined herein provided to **Customer** by **Viavi Solutions Inc. (“Viavi”)**, in addition to Viavi’s General Terms (“General Terms”) 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. PURPOSE AND SCOPE

These Terms and Conditions describe the Services that Viavi will provide to, and perform for Customer. These Terms and Conditions apply to Services for standard Software, as defined herein and such Services described herein are limited to the System configuration specified in a Statement of Work (“SOW”) which contains a description of the System. All Services and Documentation shall be provided in English.

If Viavi performs any services outside the scope of the Services — including, but not limited to, services requested by Customer in accordance with Section 4i), below, (Out-of-Scope Errors) or services required due to actions or events listed in Section 8 (Limitations and Exclusions) — such services will be rendered at Customer’s additional expense; provided, however, that Viavi shall not be obligated to perform any services outside the scope of the applicable Services. Viavi’s obligation under these Terms and Conditions shall solely be to undertake the agreed Services activities and not to achieve certain technical, economic, or other results.

The Services shall be governed by these Terms and Conditions, including any Annexes hereto, the quotation sent to Customer by Viavi (“Quotation”), General Terms and any valid SOW, if applicable, between the parties. These documents comprise the entire agreement between Customer and Viavi with respect to Services for the Software or Systems supported by Viavi. In case of conflict, the order of precedence is as follows: these Terms and Conditions, the General Terms, any SOW between the parties, and the Quotation.

2. DEFINITIONS

- a) **Customer Contact** means a Customer employee designated by the Customer to be the primary contact and/or a second Customer employee as the backup contact. Only Customer Contacts will have access to the Services.
- b) **Defect** means a failure to materially conform to Viavi’s published Documentation in effect on the date Viavi ships Customer’s Software order.
- c) **Documentation** means Viavi’s information manuals that (i) contain operating instructions and performance specifications for the Software and/or System; (ii) Viavi may deliver to Customer with the Software and/or System; and (iii) Viavi generally makes available to all users of its Software and/or System.
- d) **Firmware** means firmware or software (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. Viavi does not provide Services for firmware in all instances.
- e) **Service or Services** means Standard 8x5 Viavi Services consisting of Technical Support, or Software Maintenance as further described in these Terms and Conditions.
- f) **Severity Level** means classification of a problem determined by Viavi personnel based upon the Customer’s assessment of business impact. The three (3) Severity Levels that apply to the Services are as follows:
- Problem Report – Critical** means conditions that severely affect the primary functionality of the System and because of the business impact to the customer requires non-stop immediate corrective action, regardless of time of day or day of the week as viewed by a customer on discussion with the organization such as:
 - system inoperability (total or partial outage),

- a reduction in the capacity capability, that is, traffic/data handling capability, such that expected loads cannot be handled,
 - any loss of emergency capability (for example, emergency 911 calls), or
 - identified safety hazards, risks or security breaches impacting the organization’s infrastructure and/or its customers.
- ii. **Problem Report – Major** means System is usable, but a condition exists that seriously degrades the System operation, maintenance or administration, etc., and requires attention during pre-defined standard hours to resolve the situation. The urgency is less than in critical situations because of a lesser immediate or impending effect on System performance, customers and the customer’s operation and revenue such as:
- reduction in the System’s capacity (but still able to handle the expected load),
 - any loss of administrative or maintenance visibility of the System and/or diagnostic capability,
 - repeated degradation of an essential component or function, or
 - degradation of the System’s ability to provide any required notification of malfunction.
- iii. **Problem Report – Minor** means other problems of a lesser severity than “critical” or “major” such as conditions that have little or no impairment on the function of the system.
- g) **Response Time:** means the measurement of the amount of time between Receipt of the Problem Report (phone or web) from Customer Contact and the time Viavi makes initial contact with customer to acknowledge receipt and notify intent to initiate problem resolution. Response time does not include hours outside coverage period.
- h) **Software** means the computer software in object code, source code, or other format the Viavi agrees to deliver or make available to Customer and licensed by Customer under an Agreement, excluding Firmware in some instances, and related Documentation provided to Customer or supported under these Terms and Conditions. For clarity purposes, no licenses for software granted under the Agreement shall extend to any source code.
- i) **Software Maintenance Pack** means a bundle of patches providing fixes for Defects in the Software.
- j) **Software Maintenance Period** means a period of twelve (12) consecutive calendar months commencing on the Software acceptance date set out in the SOW.
- k) **Software Release** means a particular version of Software identified by a change in the version numbering, using the nomenclature “x.y.z”, where:
- “x” indicates a Software Major Release.;
 - “y” indicates a Software Minor Release;
 - “z” indicates a Software Maintenance Pack
- l) **Software Major Release - Major** means a software release indicated by change in x in the x.y.z version numbering system that includes significant enhancements to the product such as new features, architectural changes or major performance improvements as defined by Viavi.
- m) **Software Release - Minor** a software release indicated by a change in y in the x.y.z version numbering system that includes changes or updates to existing functionality as defined by Viavi.
- n) **Software Update** means Defect fixes and Software enhancements on the Viavi System. A new version of Software that Viavi makes, at its sole discretion, generally available to purchasers of the Services for such Software.

- o) **System** means the system, its components and configuration supported under these Terms and Conditions. This may include third parties' products.
- p) **System Handle** means a unique reference number, assigned by Viavi to each Customer that determines entitlement to Services.
- q) **System Support Engineer or SSE** means a qualified and skilled Viavi engineer designated to assist Customer with technical support issues.

3. SCOPE OF SERVICES

During the Software Maintenance Period, Viavi will provide the Services described in this Sections 4 and 5 of these Terms and Conditions which Viavi, at its sole discretion, makes generally available to Viavi customers.

4. TECHNICAL SUPPORT

Technical Support provides Customer access to a Viavi Systems Support Engineer (SSE) to help troubleshoot and resolve problems with the System. Such technical support will be provided remotely using telephone, the web and/or remote access.

a. TECHNICAL SUPPORT SERVICES INCLUDE:

- Case management of Problem Reports from initiation to closure. An individual case will be assigned to each customer Problem Report with status documented, tracked and updated through closure.
- Remote problem diagnostics, troubleshooting and repair via telephone, the web and/or remote access;
- Software troubleshooting and repair as needed, (if a problem is determined to be caused by a Software problem and Viavi determines that it can't be resolved remotely, Viavi may perform technical support services on-site, if required and agreed upon by the parties);
- Troubleshooting up to isolation only of faulty hardware;
- Unlimited number of technical support cases to restore solution functionality and for general questions related to configuration and operation;
- Problem Report logging via phone or web;
- Case management until final resolution;
- Self-serve web-based system support;
- Escalation management
- Ticket reviews of open cases
- Operational reviews based on the type of service level commitment purchased by Customer.

b. Viavi CONTACT

Technical Support is available to Customer through a Services contact number and the Services web interface specified on Viavi's website www.viavisolutions.com:

- i. **Telephone (for Standard Services Customers):** Designated Customer Contact may log a Problem Report by telephone eight (8) local business hours a day, five (5) days a week, excluding Viavi holidays.
- ii. **Online Problem Report Logging Tool:** Designated Customer Contact may log a Problem Report using the Viavi Online Problem Report Logging Tool twenty-four (24) hours a day, seven (7) days a week, including Viavi holidays.

c. LOGGING A TECHNICAL SUPPORT CASE

After Customer has logged a Problem Report, Viavi will assign an SSE to the case. The SSE will be the primary Viavi person responsible for providing and coordinating the technical support services to Customer. The SSE will:

- i. Receive the initial Problem Report via telephone or Online Problem Report Logging tool;
- ii. Respond to the Customer Contact according to Response Time Criteria, described in Section 4 d) SERVICE LEVEL
- iii. Determine the necessary routing to resolve the problem.

- iv. Interact with various system experts and specialists within Viavi and third parties as necessary, and manage the case until final problem resolution.
- v. Escalate the case according to the Viavi escalation process, as described below under Section 4 h) - Escalation Management.
- vi. Downgrade at any time the assigned Severity Level: (i) if the Defect is determined to be less severe than originally reported; (ii) as Viavi provides solutions to lessen the impact of the Defect; or (iii) if Viavi is unable to effectively provide Technical Support due to Customer's failure to provide cooperation reasonably requested by Viavi.

d. SERVICE LEVEL: Technical Support Availability and Response Times

- i. Coverage Hours: Coverage hours are defined based on EDT (GMT-04:00).
- ii. Response, Restoration, and Resolution Times: Customer shall inform Viavi of a Defect by providing the information required to correct the Defect or as otherwise reasonably requested by Viavi, based on which Viavi will assign to the Defect a severity level. Viavi reserves the right to downgrade at any time the assigned Severity Level (i) if the Defect is determined to be less severe than originally reported; (ii) as Viavi provides solutions to lessen the impact of the Defect; or (iii) if Viavi is unable to effectively provide Technical Support due to Customer's failure to provide cooperation reasonably requested by Viavi.
- iii. Viavi will use commercially reasonable efforts to respond to Customer within four (4) hours. Viavi's response and resolution times are as set out below. Such response and resolution times shall constitute targets only.
- iv. Restoration and resolution intervals for Software issues in 95% of cases are defined as follows:

Criteria	Restoration/Resolution Times
Response	Four (4) business hours
Critical (Restoration)	Twenty-four (24) hours (excluding weekends)
Major (Resolution)	Sixty (60) days
Minor	One-hundred eighty 180 days ¹

"NOTE¹ Viavi will use commercially reasonable efforts to resolve Minor issues that do not require an engineering change (i.e. change to the Software or Documentation) within 180 days. Minor issues requiring an engineering change will be added to a defects register and periodically reviewed as candidate fixes in future release plans. Viavi's Support policy does not commit to resolving any Minor issues that require an engineering change."

Viavi will record delays. The cases below will not be counted in elapsed time:

- Excessive delay in testing or deploying a proposed solution due to Customer resource constraints;
- Customer delay in supplying sufficient information to commence or continue problem resolution;
- Not being able to access the Customer's System to resolve a problem, either on-site or remotely;
- If, with the Customer's agreement:
 1. a fix is deferred to a later patch, Software Maintenance Pack or Software Release; or,
 2. a temporary fix is in place, the time to deliver the permanent fix is not included.

e) PROCEDURE FOR OBTAINING TECHNICAL SUPPORT ("Logging a Case")

To obtain technical support as referenced in this Section 4 from Viavi, Customer is responsible for complying with the following procedure:

- Customer's System user finds a System-related problem and reports it to the Customer Contact.
- Customer Contact takes ownership of the problem and attempts to find a timely solution, identifies the nature of the problem, including eliminating customer network and non-Viavi hardware as a possible problem cause, reproduces the error if possible and document the steps needed to do so.
- If Customer Contact is unable to resolve the problem, Customer Contact activates technical support by logging a case, using one of the Viavi Contact procedures described in Section 4b) to provide the System Handle, events that led up to the problem, problem description and Customer's assessment of business impact of the problem
- Customer Contact logs the parameters, procedures and conditions resulting from the problem in sufficient detail to permit the SSE to isolate the cause of the problem, and commits appropriate resources to help isolating the problem.
- Customer Contact provides the SSE with all data files, database rules and other software, together with remote access and (if Viavi requires) on-site access, reasonably believed necessary by the SSE to reproduce and analyze the problem. If the problem cannot be reproduced, no further action will be taken by Viavi.

f) SYSTEM REMOTE ACCESS

Customer agrees to provide Viavi high speed remote access to the System by a VPN to VPN or SSH-Internet connection as the basic high-speed remote connection including SecureShell, GUI transfer, File transfer and on-site when necessary. Viavi reserves the right to increase Services costs or refuse to provide Services in the event that Customer fails to provide high speed remote access to the System in a timely manner and fails to do so prior to System installation. Customer's failure to provide high speed remote access may impact Viavi's ability to effectively troubleshoot and resolve Customer issues in a timely and efficient manner.

g) ESCALATION MANAGEMENT

Escalation management is a process used to address persistent or difficult problems. The escalation management process will be initiated if there is no significant progress in the problem resolution after eight (8) hours for Critical problems and thirteen (13) days for Major problems. Viavi will communicate to Customer the agreed action plan used as a guide for resolving the technical problem.

h) OUT-OF-SCOPE ERRORS

If Viavi believes that an error reported by Customer may not be due to a Defect is otherwise outside the scope of the Services, Viavi will so notify the Customer, who may then:

- i. instruct Viavi to proceed with services regarding said error at Customer's possible expense; or
- ii. advise Viavi that Customer does not wish the error pursued, in which case Viavi may elect, at its sole discretion, not to pursue the error without liability therefor.

i) ROOT CAUSE ANALYSIS

Viavi will provide a written Root Cause Analysis for Viavi software problems that result in any Critical outage beyond 1,440 minutes. The Root Cause Analysis will include:

- i. Written report with problem statement, chronology of events, and identification of hardware and Software, process, and/or people problems that caused the outage or delayed resolution
- ii. Root cause as determined by Viavi support management and technical staff
- iii. Plan of action to prevent recurrence of the Root Cause.

Root Cause Analysis DOES NOT include:

- i. Problems caused by Customer including Customer third party vendors
- ii. Responding to requests for details that would not change the conclusion or the action(s) that need(s) to be taken

5. SOFTWARE MAINTENANCE

Software Updates will be made available as Viavi deems necessary and appropriate. With respect to Software, Viavi may make available Software Updates in such form and format and on such media as Viavi, in its discretion, deems appropriate. While Viavi reserves the right not to create any Software Updates (i.e. nothing herein entitles Customer to receive a minimum number of Software Updates during the Software Maintenance Period), and to market new versions of the Software as Software Releases or new products for additional consideration, nothing herein shall obligate Viavi to make available, or entitle Customer to receive, any Software Releases and/or new products. Customer may use Software Updates only to update or replace previous versions; if Customer installs a Software Update, Customer may not continue to use the previous version separately. Software Updates are covered by these Terms and Conditions, but, without limiting Section 11 c), below, (Disclaimer), are not covered by the warranties applicable to the updated Software. Notwithstanding the foregoing, Customer's use of any Software Updates shall be subject to the infringement indemnity provisions of General Terms and Customer's use of the Software Updates shall additionally be subject to all license limitations and restrictions contained in the Software License Terms and General Terms applicable to the updated Software. Viavi owns, retains and reserves ownership, title, and all rights and interest, including, but not limited to, all Proprietary Rights in and to the Software Updates, subject only to the limited rights that Viavi expressly grants herein. Without limiting the foregoing, Customer acknowledges that nothing herein shall constitute a sale of any Software Updates (or any Intellectual Property in and to Software Updates) including any copies and portions thereof.

Viavi will install Software Updates for Customer as described below under Software Update Implementation Services, if necessary.

a) SOFTWARE MAINTENANCE INCLUDES:

- Functionality enhancements and performance improvements for Software options that Viavi has licensed the Customer to use. This does not include any new or additional Software functionality, applications or user licenses that are not covered by the Customer's existing license unless specified otherwise on a per-release basis.
- Updates to third party vendors' software, when provided by Viavi, except where a separate agreement exists between Customer and the third party software vendor.
- Formal Defect fixes as required to resolve operating and other Defects in Software.
- Documentation detailing Software Update functionalities and their impact on Customer's System.

b) NOTIFICATION

Viavi will notify Customer as Software Updates become available when appropriate for Customer's implementation of the System.

c) DOCUMENTATION

Viavi will provide Customer with one (1) copy of the appropriate Documentation for the Software Updates. Viavi will provide applicable release notes on media of its choice, which may include information on product changes through Software Updates, product modifications or general support information as well as special advice that relates to the Software Updates.

d) SOFTWARE UPDATE FREQUENCY

Software Updates will be provided as Viavi deems necessary and appropriate in accordance with these terms and conditions.

e) SOFTWARE INSTALLATION

Software Maintenance Services covered in this document do not include installation services. However, Viavi may offer separate installation services for a fee.

6. PAYMENT

Viavi may invoice Customer in advance for the performance of Services, at Viavi's current standard rates, which are available on request. Customer shall make payment within thirty (30) days of the invoice date and in accordance with the General Terms. Viavi reserves the right to, upon written notice to Customer; adjust the pricing for the Services, if there is a change in System configuration or Customer's Service Level requirements.

7. CUSTOMER RESPONSIBILITIES

Customer will:

- a) Assign the Customer Contact and maintain his/her expertise and knowledge at appropriate level to collaborate with Viavi for the Services Viavi provides under this Agreement, as well for the System administrators and users.
- b) Notify Viavi of any hardware or Software problem in a timely manner.
- c) Agree with Viavi on System maintenance processes and schedule and follow routine operator and maintenance procedures as specified in the Documentation supplied with the System. For instance, perform regular System back-ups and data archiving.
- d) Keep and make available to Viavi the original installation software media on-site in Problem Report recovery to the last backup is not possible.
- e) Maintain Customer developed software and obtain support from third parties for components not included in the System.
- f) Ensure that the System is on a supported Software Release level, update the System as soon as possible when new Software Maintenance Packs and Software Releases are available and before the currently installed Software Release is out of support.
- g) Maintain an up-to-date record of System changes, such as Software Upgrades, Defect fixes and modifications to System.
- h) Participate in operational review meetings as necessary.

8. LIMITATIONS AND EXCLUSIONS

- a) Viavi will determine the compatibility of future Software Releases with the System components and supply such information as required. Viavi provides Services only for the current and immediately preceding Software Release of the Software, and only when used with Viavi specified hardware configurations and Viavi recommended operating system, database and applied Software Updates.
- b) Data recovery services are not included as part of the Services, regardless of the cause of data loss. If Customer requests Viavi to perform data recovery, this service, if available, will be charged at Viavi's then current rate.
- c) Services do not include program development, coding, isolation of coding problems, assistance to or consulting or implementation of the Customer's application on the System, customization of Viavi tools nor integration of Viavi tools with customer systems.
- d) Services are not a substitute for any formal Customer education course. Viavi and Customer may plan and implement a training program to train Customer Contacts, System administrators and users on the current revision of the System.
- e) Viavi will provide Services through its own staffing or by working with qualified third party suppliers and subcontractors as appropriate.
- f) Viavi will use commercially reasonable efforts to resolve problems but does not guarantee that it will be able to do so or that any resolution will be satisfactory to Customer.

g) Decommissioning and disposal of system hardware is not included as part of the Services.

h) Support for cases relating to integration or communication between two or more Viavi systems requires all of the systems to have a valid support contract unless agreed in advance, in writing, by Viavi.

i) Viavi shall not be obligated to provide Services if Defects are caused by or related to

- i. Customer's mishandling, abuse, misuse, or use of the Software other than in accordance with Viavi's operation instructions;
- ii. use of the Software with hardware or software that was not expressly specified in writing by Viavi as suited for use with the Software;
- iii. changes to the Customer environment, in which the Software was provided;
- iv. actions or omissions of persons other than Viavi;
- v. failure to implement all Software Updates, Software Releases, and other new upgrades of Software made available to Customer (provided, for the avoidance of doubt, that Viavi is not obligated to make available any minimum number of such new upgrades); or
- vi. Force Majeure conditions as defined in the General Terms.

j) Viavi shall not be obligated to provide Services for:

- i. Software that has been modified by someone other than Viavi, unless such modifications were directed or approved by Viavi in writing and made in strict conformance with all specifications and instructions provided by Viavi in such writing;
- ii. Software that Viavi modified in accordance with Customer's request, specifications, or instructions; or
- iii. third party products.

k) Viavi shall not be obligated to provide Services, except for (i) the most recent version of Software and (ii) prior versions of Software for a period of twelve (12) months following the issuance of the next version of the Software; Viavi shall have no obligation to provide Services for any other version of Software or for any version of Software that has been discontinued more than twelve (12) months prior to the then-current date.

9. OPERATIONAL ASSISTANCE (OA)

In addition to the Services set out herein, Viavi offers the Viavi Operational Assistance (OA) as additional optional service. If OA is purchased by Customer, services will be performed in accordance with the terms of a Viavi Operational Assistance - Statement of Work. OA encompasses a suite of proactive services that help the Customer use, maintain and administer the System. Services may be delivered either remotely or on-site and are provided in coordination with a Customer Contact.

10. LIMITED WARRANTY AND DISCLAIMER

a) LIMITED WARRANTY

Viavi will perform Software Maintenance Services substantially in accordance with the applicable documentation made available to Customer regarding the Software Maintenance Services.

b) EXCLUSIVE REMEDY

If the Services materially fail to conform to the limited warranty set forth in Section 11 a) (Limited Warranty), Customer may terminate the Services in accordance with Section 11 f) (Termination for Cause) if Viavi fails to cure a non-conformance within thirty (30) days after receiving Customer's detailed request to cure the non-conformance. Termination shall not affect (i) Customer's obligations to pay for Services already performed before Viavi receives Customer's request to cure; or (ii) any other obligations of Customer under these Terms and Conditions. THE REMEDIES EXPRESSLY PROVIDED IN THIS SECTION 11 B) (EXCLUSIVE REMEDY) WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND SHALL BE IN LIEU OF ANY

OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST VIAVI WITH RESPECT TO A NON-CONFORMANCE OF SERVICES OR SOFTWARE UPDATES.

c) DISCLAIMER

EXCEPT AS SPECIFIED IN SECTION 10 A), ABOVE, (LIMITED WARRANTY), VIAVI MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY SERVICES OR SOFTWARE UPDATES. 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, CONDITION OR REPRESENTATION MAY BE BASED, INCLUDING, WITHOUT LIMITATION, CONTRACT, COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CUSTOMER SHALL HAVE NO WARRANTY CLAIM UNDER SECTION 11 A), ABOVE, (LIMITED WARRANTY), UNLESS VIAVI RECEIVES CUSTOMER'S WRITTEN REQUEST TO CURE A NON-CONFORMANCE WITHIN THIRTY (30) DAYS AFTER ITS OCCURRENCE.

11. TERM AND TERMINATION

a) Viavi will provide the Services during the Software Maintenance Period, which shall not be automatically renewed. If Customer wishes to obtain the Services beyond the initial Software Maintenance Period or for additional Software, Customer has to submit a new order. Nothing herein obligates Viavi to accept such order for a subsequent renewal period. Rates for subsequent Software Maintenance Periods may vary. Additional fees may apply if Customer allows the Services to lapse, and wishes to restart such Software Maintenance Services at some future date.

b) Either party terminate the Services by written notice, effective immediately, if the other party fails to cure any material breach of these Terms and Conditions within thirty (30) days after receiving a written notice from the non-breaching party detailing the alleged material breach.

c) Services shall be automatically terminated with respect to Software for which the license has expired or was terminated for any reason.

d) In case Customer has not paid its renewal fees before the end of the Software Maintenance Period, no further Services will be provided. All technical support cases will be closed, except Critical cases raised before the expiration of technical support period on which Viavi, at Viavi's discretion, will continue to work towards resolution.

e) Customer may reinstate lapsed Services by paying all missed fees in arrears, plus any payment as determined by Viavi or, that Viavi requires, to update Customer installation to current Software Release of the Software. Before reinstating lapsed Services for hardware, Viavi reserves the right to assess and repair/update the faulty or non-current hardware and invoice for this service.

f) Unless Viavi validly terminates the Services for cause due to Customer's material breach of these Terms and Conditions, or such Services automatically terminate in accordance with Section 11 c), above, Customer shall be entitled to receive a proportionate credit equal to any prepaid fees applicable to the terminated portion of the Software Maintenance Period. If Customer validly terminates the Services for cause because of Viavi's material breach of these Terms and Conditions, Customer shall also be entitled to receive a proportionate credit equal to any fees applicable to the thirty (30) days immediately preceding the termination. Customer shall not be entitled to receive any refunds. If Viavi terminates Services due to Customer's material breach, Customer shall return to Viavi all Software Updates, Viavi's Confidential Information and other tangibles and intangibles received in connection with the Services, without retaining any copies thereof and all licenses granted to Customer under these Terms and Conditions for the Software Updates shall be automatically revoked.

12. SURVIVAL

The General Terms, and Sections 6 (Payment), 10 (Limited Warranty and Disclaimer), and 11 (Term and Termination) of these Terms and Conditions shall survive any termination of Services. Customer's licenses to Software Updates shall survive only so long as Customer continues to fully comply with all provisions of these Terms and Conditions and the General Terms.