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10.2. Choice of Law and Jurisdiction. The EULA 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; (ii) the Uniform Computer Information Transactions Act; and/or (iii) principles of conflicts of law and that body of law applicable to choice of law. Viavi and You 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. You waive 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.

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10.5 No 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.

10.6 Assignment and Delegation. You may not assign, by operation of law or otherwise, any of Your rights or obligations under this EULA, and any (purported) assignment, either voluntarily or by operation of law, is invalid. Any warranties extended by Viavi are nontransferable and for Your benefit only. Viavi may assign its rights and delegate its obligations.

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