



FIELD APPLICATION ENGINEERING DAYS SERVICE TERMS

These Field Application Engineering Days Service Terms apply to any quote, order, order acknowledgment, and invoice, and any sale or provision of field application engineering days by Viavi Solutions Inc. or any of its subsidiaries or affiliates ("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:

- a) "FAE Days" means services performed within the scope described below in section 2 performed remotely or upon mutual agreement between the parties, onsite by a Viavi professional services engineer, or certified Viavi partner. One FAE Day consists of eight (8) hours of FAE time, usage of partial days is described below in 1.1 b).
- b) "Service Event" means a scheduled virtual block of hours or if mutually agreed upon a scheduled onsite day or block of days which Viavi delivers FAE Days.
- c) "Services Period" means the period for which purchased FAE Days apply and must be consumed.

2. PROVISION OF FAE DAYS.

- a) FAE Days will be provided to Customer by Viavi as a remote Service Event unless mutually agreed upon between parties.
- b) FAE Days may be used remotely (2 hour minimum per engagement) or onsite upon mutual agreement of the parties (8 hour minimum engagement). Viavi will work with Customer to schedule the events at a time that is mutually agreed during the Services Period. Service events should be scheduled within nine (9) months of receipt of order.
- c) Examples of applicable uses (non-exhaustive list):
 - Custom test automation;
 - Expert use model consultation;
 - Specialized training/knowledge transfer;
 - Custom test case development.
- d) Purchase and delivery of FAE Days require an active maintenance and support agreement and may not be used as a substitute for:
 - Mainline code development/bug fix generation;
 - General system troubleshooting included in SW Maintenance and Support Plans.
- e) The Services Period for FAE Days is twelve (12) months from the date of purchase.
- f) Viavi is not responsible for professional services time lost or consumed due to delays with Customer readiness for the scheduled Service Event; including time spent waiting or otherwise supporting site/system preparation during a scheduled Service Event.
- g) Unless explicitly mutually agreed upon by both parties, travel expenses are not included. Viavi will invoice actual travel costs in conjunction with FAE Days SKU as a separate line item if onsite service is requested.

3. 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 FAE Days hereunder.

3. CUSTOMER RESPONSIBILITIES.

Customers are responsible for having the products installed, cabled and powered prior to a scheduled Service Event.

4. ACCEPTANCE.

FAE Days are deemed accepted upon delivery and do not require acceptance testing or a formal acceptance.

5. INVOICING.

Viavi will invoice the Customer for FAE Days upon completion of scheduled Service Events in accordance with the General Terms. At the end of the Service Period Viavi will invoice Customer for any remaining balance of FAE Days with no further obligation due from Viavi.

6. PAYMENT.

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

7. LIMITED WARRANTY AND DISCLAIMER.

- a) **Limited Warranty.** Viavi warrants that it will perform the FAE Days Services in a professional and workmanlike manner.
- b) **Disclaimer.** THE REMEDIES EXPRESSLY PROVIDED IN SECTION 8 b) (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 VIIVI WITH RESPECT TO ANY NONCONFORMANCE OF FAE DAYS OR WORK PRODUCT. EXCEPT AS SPECIFIED IN SECTION 7 a) (LIMITED WARRANTY), VIIVI MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY FAE DAYS OR WORK PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VIIVI 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.

8. TERM AND TERMINATION.

- a) **Term.** The term of any FAE Days Services will continue until the earlier of completion, end of Services Period or termination of the FAE Days Services in accordance with this Section 8 (Term and Termination).
- b) **Termination for Cause.** Either party may terminate Viavi's provision of FAE Days Services by written notice, effective immediately, if the other party fails to cure any material breach of the FAE Days Services Terms within ten (10) days after receiving written notice from the non-breaching party detailing the alleged material breach.

c) **Consequences.** Unless Customer terminates because of Viavi's material breach of these FAE Days Services Terms, Customer shall (i) pay to Viavi all fees agreed for the FAE Days 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 FAE Days 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 FAE Days Services, without retaining any copies thereof.

9. Survival. Sections 3 (All Rights Reserved), 4 (Acceptance), 6 (Payment), 7 (Limited Warranty and Disclaimer), and 8 (Term and Termination) as well as Viavi's General Terms shall survive any termination of these FAE Days Services Terms.