STRATASYNC™ SUBSCRIPTION
EMEA TERMS AND CONDITIONS

These StratraSync Subscription terms and conditions ("**Terms and Conditions**") apply to any quote, order, order acknowledgment, and invoice, and any sale, license or delivery of all products, software, or services by Viavi Solutions Inc., or any of its Affiliates ("**Viavi**").

Viavi does not accept, expressly or impliedly, and Viavi hereby rejects and deems deleted, any additional or different terms or conditions that any potential or actual customer ("**Customer**") presents, including, but not limited to, any terms or conditions contained or referenced in any order, acceptance, acknowledgment, or other document, or established by trade usage or prior course of dealing, unless Viavi expressly and unambiguously agrees to such terms and conditions in a duly signed writing.

By ordering, accepting delivery, keeping, or using products or otherwise proceeding with any transaction after receipt of the Agreement (as defined below) or after otherwise being notified that such transactions are subject to the Agreement, Customer agrees to the terms of the Agreement. If tender of these terms is deemed an offer, acceptance is expressly limited to the terms of the Agreement.

1. Definitions.

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

Authorized Users shall mean the users designated by customer according to Section 6.

Affiliate means an entity which directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with, another entity, whereby "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities, by contract, or otherwise, and whereby "owns" means the beneficial ownership of more than 50% of the voting securities or other equivalent voting interests of the entity.

Customer ID Number means the Viavi supplied unique number that identifies Customers' Service Account.

Customer Service Account means the unique account provided to the Customer, including access credentials such as Customer ID Number, user name, and Password during the Subscription Period.

Confidential Information means any technical or other information related to Viavi's 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.

Defect means a failure to materially conform to Viavi's published Documentation.

Deliverables means the deliverables specifically prepared by Viavi for Customer and delivered to and accepted by the Customer.

Documentation means all concepts, ideas, studies, artwork, proofs, text, software, designs, processes, techniques, know-how, documents, inventions, information, drawings, programs, campaigns, trademarks, service marks, slogans, written materials, photographs, graphic materials, audio-visual works, music, transcriptions, and other documents of Viavi that were created prior to, or independent of, the purposes of this Agreement.

Enabling Password means the Viavi supplied password that grants initial access to the Customers' Service Account.

Password means any password supplied to or created by the customer for use in the Services.

Problem means the failure of the Services to materially conform to the applicable Documentation.

Service means all of the Service Subscriptions that Customer orders from Viavi.

Service Subscription means the StrataSync Hosted Service licensing that Customer has ordered (as defined in the Quote from Viavi) or the free use subscription service subscribed to by accepting terms upon registration.

StrataSync Content means asset information, people information, organizational structure and test data measurements.

Subscription Period means the initial Service term.

Test Data Retention Period means the timeframe between the synchronization of Customers test data to the servers of the Service and its removal from the servers of the Service.

Subscription Service Free Use
By registering for an account, Customer agrees to the terms of the Agreement.

Subscription Service Paid Use
By ordering, accepting delivery, keeping, or using Subscription Service or otherwise proceeding with any transaction after receipt of the Agreement (as defined below) or after otherwise being notified that such transactions are subject to the Agreement, Customer agrees to the terms of the Agreement. If tender of these terms is deemed an offer, acceptance is expressly limited to the terms of the Agreement.

Update means minor technical and functional improvements and adjustments for the Service. Updates also include patches and hotfixes for the Service.

Upgrade means major updates of the existing version of the Service, in particular significant improvements, and quality enhancements of the existing version to a higher version.

2. License Grant. Subject to and conditioned on Customers compliance with the terms and conditions of this Agreement, Viavi hereby grants to Customer a non-exclusive, non-transferable right during the term of this Agreement to permit Authorized Users to access and use the Service Subscription, (a) in accordance with these Terms and Conditions, (b) in accordance with the applicable Documentation supplied by Viavi. The right of access and use may not be sub-licensed by Customer to third parties other than Customer's Affiliates. Customer may allow its Affiliates to use the Services provided that Customer remains liable for its Affiliates' compliance with these Terms and Conditions. The Services may be accessed or used only by Viavi Authorized Users and only with valid user IDs granted to Customer by Viavi and Customer may only access the Service using Viavi supported web browsers. Except as set forth in this Section, no other right or license of any kind is granted by Viavi to Customer hereunder with respect to the Service.

3. Term and Renewal. The term of this Agreement shall commence upon availability of the Service user interface or email notification from Viavi that the licenses are available and shall continue for an initial Subscription Period of one (1) year unless otherwise specified in writing.

3.1 Renewal and Termination. Customer shall advise Viavi of their intent to renew the Service Subscription(s) thirty (30) days prior to expiration of the Subscription Period. In the event the Service Subscription Paid Use is unsubscribed, or the Subscription Period not renewed for any reason, Customers access will immediately revert to the Service Subscription Free Use capabilities. These Terms and Conditions continue to apply until Customer's access to the Service is fully terminated. Both parties may terminate the Agreement after expiration of the initial Subscription Period by giving one (1) month notice.

4. Termination for Cause. Either party may terminate this Agreement 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. From Viavi's viewpoint, due cause is given in particular when Customer is in delay with paying the owed remuneration for more than two months or a total amount that equals the remuneration for two months.

5. Payment. Customer shall pay Viavi-submitted invoices in full within thirty (30) days of the invoice date, without any deductions, withholdings, or off-set. If Viavi does not receive all amounts when due (i) any due and unpaid portion of the fees shall bear interest in the amount of one- and one-half percent (1.5%) per month (annual rate 19.56%) or the maximum rate allowed by law, whichever is less, (ii) Viavi may immediately suspend subscription, and (iii) Viavi may require payment in advance for any subsequent renewals. Viavi's right to terminate this Agreement for due cause remains unaffected.

6. Identification Number and Passwords. Viavi shall provide Customer with a process for designating Customer's employees to become Authorized Users and for

permitting such employees to register, obtain a user ID, and establish a password in order to access and use the Service. Each Authorized Users shall use only his or her own user ID, and Customer shall not permit any person to use a user ID unless it is his or her own user ID. Customer acknowledges that it bears sole responsibility for protecting all user IDs and passwords and shall be liable for any unauthorized use of any user ID or password.

7. Limitations on License. Customer shall use the Service only in accordance with this Agreement and all applicable laws, rules, and regulations. Other than as permitted herein, Customer shall not permit any Customer employee or any third party to: (a) copy all or any portion of the Service; (b) decompile, disassemble or otherwise reverse engineer the Service, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in Service; (c) translate, create derivative works based on, or modify Service; (d) remove or alter any copyright, trademark, confidentiality, or other proprietary notices, legends, symbols, or labels appearing on or in Service; (e) perform, or release the results of, benchmark tests or other comparisons of Service with other software or services; or (f) access or use the Service for or in connection with providing services to third parties or to process data or other information on behalf of any third party except where expressly permitted by the applicable law. Customer acknowledges (and shall inform all Authorized Users) that any access to or use of the Service inconsistent with this Agreement is prohibited and constitutes infringement of the copyrights and other rights of Viavi and/or its licensors. Customer hereby acknowledges and agrees that Customer is liable for the compliance by each of the Authorized Users with the Terms and Conditions of this Agreement.

8. Limited Warranty. Viavi hereby represents and warrants that Viavi shall use commercially reasonable efforts to provide the Service substantially in accordance with the Documentation. In case of defects or non-conformance of the Service and its documentation, Customer shall report this immediately to Viavi and provide detailed information relevant for identifying the defect or non-conformance. If Viavi is in material breach of this warranty, Viavi shall use commercially best reasonable efforts to correct or provide a workaround for such defect or non-conformance at no additional charge to Customer in the course of its support services pursuant to Section 9. In any event, Viavi shall have no obligations under this Section to the extent any nonconformance or failure of, or error in, the Service is caused by: (a) use of any attachment, feature, hardware, software, or device in connection with the Service; (b) any use of the Service that is not in accordance with this Agreement and/or the Documentation; or (c) failure to provide a suitable use environment for all or any part of the Services.

8.1 Excluded Causes. Damages for defects that were already existing at the time this Agreement was concluded (Section 536a (1), 1. Variant of the German Civil Code – BGB) are excluded. Customer has no warranty rights with respect to defects or non-conformities caused by or related to (i) use of the Service with hardware or software that was not expressly specified in writing by Viavi; and (ii) Customers failure to follow Viavi's operating instructions.;(iii) changes to the Customer environment, in which the Service was provided; or (iv) acts or omissions of persons other than Viavi or its authorized representatives.

9. Support. Viavi shall provide technical support to Service Subscription Paid Use customer as defined in section 4 of Viavi's terms for "System Software Maintenance and Support Services (Standard 8x5)", available at: https://www.viavisolutions.com/en-us/corporate/legal/terms-conditions/customers. Otherwise, technical support for Service Subscription Free Use shall be on a best effort basis via Viavi online self-help knowledgebase.

10. Intellectual Property Warranty. Viavi represents that, to its knowledge, the Service, as and in the form delivered to Customer hereunder, does not infringe any third party's copyright, trademark or trade secret rights.

11. Proprietary Rights. As between Viavi and Customer, Viavi and its licensors have and retain all right, title and interest, including all intellectual property rights, in and to the Service, including without limitation all and any data or information used to manage and operate the Service. Customer shall not take any action to jeopardize, encumber, limit, or interfere in any manner with Viavi's or its licensors' ownership of and rights with respect to the Service, or such data. Customer shall have only those rights in and to the Service as are expressly granted to it under this Agreement and no other rights shall be implied.

11.1 Viavi Ownership. Viavi Documentation shall be deemed to include any and all (a) Documents and enhancements, updates, improvements or other modifications to any of such Documentation, developed or owned by Viavi whether developed before, during or after performance of the Deliverables hereunder and whether or not developed in connection with the Deliverables. As between Customer and Viavi, Viavi and its licensors and suppliers shall own all right, title and interest, including all intellectual property rights, in and to the Viavi Documentation. To the extent that any Viavi Documentation are incorporated into a Deliverables, then Viavi hereby grants Customer a non-exclusive, transferable license to reproduce, modify, distribute, and use the Viavi Documentation solely as incorporated in the Deliverables provided that the Viavi Documentation shall not be provided to a competitor of Viavi and the Viavi Documentation shall be used solely for Customers internal business purposes.

12. Confidential Information. Customer will protect the secrecy of Confidential Information with due care. Customer will not (i) disclose Confidential Information to anyone, except to persons in its own organization who have a need to know in order to fulfill Customers obligations or exercise Customers express rights under the Agreement and who are bound by non-disclosure obligations requiring them to keep the Confidential Information secret; and (ii) use Confidential Information except as necessary for the performance of Customers obligations or the exercise of Customers express rights under the Agreement.

13. Indemnification. Viavi shall defend any action brought against Customer to the extent it is based on a third party claim that the Service, or Deliverables as furnished hereunder infringes any valid copyright, trademark or trade secret. Viavi shall pay any damages and expenses (including reasonable attorneys' fees) finally awarded against Customer in such action that are attributable to such claim. As conditions to such defense and payment obligations, (a) Customer shall notify Viavi in writing of any such claim promptly after learning of such claim; (b) Viavi shall have sole control of the defense and all related settlement negotiations; and (c) Customer shall cooperate with Viavi, at Viavi's expense, in defending or settling such claim (provided that Viavi shall not enter into any settlement that adversely affects Customer without Customers written approval, which approval shall not be unreasonably withheld, delayed, or conditioned). In addition to the foregoing, Customer shall promptly notify Viavi of any known or suspected infringement or misappropriation of Viavi's proprietary rights of which Customer becomes aware. Should the Service or a Deliverables become, or be likely to become in Viavi's opinion, the subject of any claim of infringement, Viavi may, at its option: (i) procure for Customer the right to continue using the potentially infringing materials; (ii) replace or modify the potentially infringing materials to make them non-infringing; or (iii) terminate this Agreement and refund to Customer a pro-rated portion of any fees paid hereunder.

13.1 Exclusions. Viavi shall have no liability for any claim based on: (a) the use of the Service with non-Viavi programs, data, equipment, or documentation; (b) Customers or its employees' or other representatives' activities after Viavi has notified Customer that Viavi believes such activities may result in infringement; (c) any modifications to the Service or Deliverables that are not specifically authorized in writing by Viavi; (d) any third party software; (e) Customers breach or alleged breach of this Agreement; or (f) restoration of any test result data that has been deleted from Customer's StrataSync account at the end of Customer's subscribed test data retention period and/or resulting from a lapse in StrataSync subscription renewal. Customer shall defend any action brought against Viavi to the extent it is based on such a claim and shall pay any damages and expenses (including reasonable attorneys' fees) awarded against Viavi in such action that are attributable to such claim. As conditions to such defense and payment obligations, (i) Viavi shall notify Customer in writing of any such claim promptly after learning of such claim; (ii) Customer shall have sole control of the defense and all related settlement negotiations; and (iii) Viavi shall cooperate with Customer, at Customers expense, in defending or settling such claim (provided that Customer shall not enter into any settlement or other compromise that adversely affects Viavi without Viavi's written approval, which approval shall not be unreasonably withheld, delayed, or conditioned).

14. Limitation of Liability.

14.1 Viavi shall be liable without limitation for any damages caused by intentional breach or gross negligence, resulting from injury to life, limb or health, caused by a violation of a guarantee, as well as in cases of mandatory liability under the applicable law.

14.2 In case of simple negligence Viavi shall only be liable for breach of material contractual obligations. In such case the liability shall be limited to the amount of the foreseeable damage, whose occurrence can typically be anticipated in respect of the Agreement. A material contractual obligation in the above sense is any obligation

material to achieve the purpose of the Agreement, or the performance of which allows for the proper execution of this Agreement, and the observance of which the Customer may regularly rely upon. A foreseeable, typical contractual damage is any damage which can typically be anticipated in a usual damage course. The foreseeable, typical contractual damage corresponds to the amounts actually received by Viavi from Customer hereunder during the twelve (12) month period immediately preceding the action that gave rise to the liability.

14.3. In the cases referred to in Section 14.1 the statutory limitation period shall apply. Apart from the above, any damage claims of the Customer become statute-barred twelve (12) months from the date of knowledge, at the latest, however, ten (10) years from the date they arose.

14.4. Viavi shall not be liable if and insofar as an event of force majeure occurs. Force majeure is any event or circumstance beyond the control of scribos, including, but not limited to, strikes, lock-outs, acts of God, disasters, official interventions, technical internet problems beyond a party's control, statutory prohibitions or other circumstances due to which Viavi is prevented from performing its services without any fault of its own.

15. Data Integrity. Customer shall be responsible for properly backing up all of the Customers systems, and ensuring the integrity of the data stored in these systems before the commencement of any Service where Viavi interacts with Customer systems. If the Customer is unable or unwilling to back-up the data, the Customer hereby exempts Viavi of any liability for data loss or corruption on any of Customers system(s) Viavi interacts with.

16. Entire Agreement. This Agreement contains the entire agreement between Viavi and Customer concerning the subject matter of this Agreement, and apart from any existing non-disclosure agreements, this Agreement supersedes any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provisions in any purchase orders, or in any other documentation employed by or on behalf of either party in connection this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted. Any notices and any modifications of, or amendments to, the Agreement shall be invalid, unless (i) notices are in writing and sent by fax or by registered or certified mail, postage prepaid, or via email; and (ii) modifications and amendments are in writing and signed by duly authorized officers of both parties. Representations made by sales or technical personnel of Viavi shall have no legal effect, unless confirmed by a senior executive of Viavi (senior vice president or above) in writing. Furthermore, notices to Viavi are invalid, unless and until received at the address specified in the preamble of these General Terms with a copy to Viavi Solutions Inc., Attn. Legal Department, 430 N. McCarthy Blvd., Milpitas, CA 95035 or at such other address(es) as may be specified by Viavi to Customer in writing as the appropriate address for notices.

17. Choice of Law and Jurisdiction. The Agreement and its validity, interpretation and performance, and any related dispute between the parties ("Disputes") shall be governed by the laws of the Federal Republic of Germany. 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; and/or (ii) principles of conflicts of law and that body of law applicable to choice of law. Viavi and Customer hereby irrevocably and unconditionally submit to the jurisdiction of the courts in Stuttgart, Germany over any disputes. 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.

18. Assignment and Delegation. Customer may not assign any of its rights against Viavi, and any (purported) assignment, either voluntarily or by operation of law, is invalid. Any warranties extended by Viavi are nontransferable and for Customers benefit only. Viavi may assign its rights and delegate its obligations.

19. Security and Data Location. Viavi currently uses commercial cloud services in the USA and Europe in order to provide the Services to Customer. Customer has the choice to store its content in the USA or Europe when using the Service. Viavi agrees to keep commercially reasonable security measures for Customers Personal Data and Customers confidential information.

19.1 Service Analyses. Viavi may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Service environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (the information and data in (i) and (ii) are collectively referred to as "Service Data"). Viavi may make Service Data publicly available; however, Service Data will not incorporate Customer content or Confidential Information in a form that could serve to identify Customer or any individual, and Service Data do not constitute Personal Data. Viavi retains all intellectual property rights in Service Data.

19.2. Data Protection. The Parties shall observe the applicable data protection law. Customer agrees to provide any notices and obtain any consents related to Customer's use of the Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

20. StrataSync API. EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, VIAVI DOES NOT MAKE ANY SPECIFIC PROMISES ABOUT THE STRATASYNC API. VIAVI DOES NOT MAKE ANY COMMITMENTS ABOUT THE SPECIFIC FUNCTIONS OF THE API, OR ITS RELIABILITY, AVAILABILITY, OR ABILITY TO MEET CUSTOMER NEEDS. WE PROVIDE THE API "AS IS". VIAVI RESERVES THE RIGHT TO CHANGE OR DISCONTINUE API AT ANY TIME.

21. Service Availability. Viavi may perform maintenance works or make changes or updates or upgrades to the Services (such as infrastructure, security, technical configurations, application features, etc.) during the Service term, including to reflect changes in technology, industry practices, patterns of system use, and availability of third party content. Such maintenance works, changes or updates or upgrades to the Services do not constitute an interference with the availability of the Service(s). The Documentation is subject to change at Viavi's sole discretion; however, changes made by Viavi to the Documentation will not result in a material reduction in the level of performance or availability of the Services provided to Customer for the duration of the Service term.

22. Professional Services. Professional Services that might be included as part of the Service will adhere to the following terms "FIELD APPLICATION ENGINEERING DAYS SERVICE TERMS", available at:
https://www.viavisolutions.com/en-us/corporate/legal/terms-and-conditions/customers

23. Final provisions. In the event of any discrepancy between the provisions of this Agreement and the provisions set forth in other terms and conditions for further services that are part of this Agreement, such as support services or Professional Services this Agreement shall prevail, unless the other terms and conditions include express reference to the respective provision of this Agreement. This shall not apply to the provisions of an agreement on ordered data processing which shall always take precedence over this Agreement.