



VIAVI CARE PREMIUM TECHNICAL SUPPORT SERVICE

These VIAVI Care Premium Technical Support Service terms and conditions ("Terms and Conditions") apply to any quote, order, order acknowledgment, and invoice, and any sale or provision of Premium Technical Support Service as defined herein provided to Customer by VIAVI Solutions Inc. any of its subsidiaries or affiliates ("VIAVI"), in addition to VIAVI's General Terms ("General 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 are limited to the Customer and Product type specified in an ordering document (i.e., a quote, order, order acknowledgment or invoice) which contains a description of the Product. 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 4 f) (Out-Of-Scope Errors) of these Terms and Conditions — such services will be rendered at Customer's additional expense under a separate SOW; 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 Products 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) **Business Hours** shall be defined as 8:30 a.m. to 5:00 p.m., Monday to Friday in the time zone of the relevant VIAVI Technical Assistance Center and excluding VIAVI holidays and holidays in the country or region of the Technical Assistance Center.
- b) **Customer** shall be defined as either (i) the re-seller or system integrator if one is engaged in the delivery or re-sale of the project or (ii) the end customer if VIAVI is directly delivering the project and/or responsible for implementation.
- c) **Customer Contact** means an employee of Customer designated by the Customer to be the primary contact and/or a second employee designated by Customer as the backup contact. Only Customer Contacts will have access to the Services.
- d) **Defect** means a failure to materially conform to VIAVI's published Documentation in effect on the date VIAVI ships Customer's Product.
- e) **Documentation** means VIAVI's information manuals that (i) contain operating instructions and performance specifications for the Product, (ii) VIAVI delivers to Customer with the Product; and (iii) VIAVI generally makes available to all users of its Products,
- f) **Firmware** means embedded 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.
- g) **Products** means any tangible products or parts thereof that VIAVI agrees to deliver or delivers to Customer including any Firmware.
- h) **Response** means initial contact with Customer by VIAVI Support Engineer following Customer's initial contact with VIAVI's technical support line.
- i) **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.
- j) **Service or Services** means Primary Technical Support Services as further described in these Terms and Conditions.
- k) **Service Request** -- Any inquiry for which a Customer with appropriate technical expertise and acquaintance with the Product could have answered on their own. A Service Request may have one or more of the following characteristics:
 - It documents an issue that the Customer could have resolved independently of the organization but asked for assistance in troubleshooting

- The Customer asks a question on procedures that are covered in the Documentation shipped with or contained in the Product
 - The Customer asks for information on the Product that will be used to help interface the Product with a competitor's product
 - The Customer asks for help on a problem that turns out not to be a problem, bug or failure, but is due to a lack of understanding of the Product
- Any request that is not a Problem Report shall be treated as a Service Request.

- i) **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:

- 1) **Problem Report – Critical** means conditions that are systemic and severely affect the primary functionality of the Product 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:

- safety hazard or risk of security breach.

- 2) **Problem Report – Major** means the Product is usable, but a systemic condition exists that seriously degrades the Product 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 the Product's performance, Customers and the Customer's operation and revenue such as:

- reduction in the Product's capacity (but still able to handle the expected load),
- any loss of administrative or maintenance visibility of the Product and/or diagnostic capability,
- repeated degradation of an essential component or function, or
- degradation of the Product's ability to provide any required notification of malfunction.

- 3) **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 Product.

- m) **Technical Support Engineer or TSE** means a qualified and skilled VIAVI engineer designated to assist Customer with technical support issues.

3. SCOPE OF SERVICES

During the Warranty Period, <https://www.viavisolutions.com/en-us/support/warranty-quality-compliance-policies>, VIAVI will provide the Services described in Section 4 of these Terms and Conditions that VIAVI, at its sole discretion, makes generally available to all of VIAVI's Customers.

4. TECHNICAL SUPPORT

Technical Support provides Customer access to a TSE as a single point of contact to help troubleshoot and resolve problems with the Product. 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;
- Application Software troubleshooting and repair as needed;
- 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;
- Self-serve web-based system support;
- Escalation management;

b) VIAVI CONTACT

Technical Support is available to Customer through a Support contact number and the Support web interface.

c) LOGGING A TECHNICAL SUPPORT CASE

After Customer has logged a Problem Report, VIAVI will assign a TSE to the case. The TSE will be the primary VIAVI person responsible for providing and coordinating the Technical Support services to Customer. The TSE will

- Receive the initial Problem Report via telephone or Online Problem Report Logging tool;
- Respond to the Customer Contact according to Response Time Criteria, described in Section 4d) Service Level
- Determine the necessary routing to resolve the problem.
- Interact with various Product experts and specialists within VIAVI and third parties as necessary and manage the case until final problem resolution.
- Escalate the case according to the VIAVI escalation process, as described below under Section 4g) - Escalation Management.

d) SERVICE LEVEL: Technical Support Availability and Response Times

The Customer Contact may log a case using the web (<http://www.viavisolutions.com/support>) twenty-four (24) hours a day, or by telephone during Business Hours or via email. Local support contact information can be found at <https://www.viavisolutions.com/en-us/services-and-support/support/technical-assistance>.

Customer shall inform VIAVI of an issue by providing the information required that will assist VIAVI with problem isolation and determination as to whether this issue is a Defect, 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 reduce 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.

VIAVI will use commercially reasonable efforts to respond to Customer within the time frames below. VIAVI's Response, restoration, and resolution times for Software are as set out below. Such times shall constitute targets only.

Restoration and resolution intervals for Software issues in 90% of cases are defined as follows:

Criteria	Primary Plan
Critical Response	One (1) Business Hour
Critical Restoration	Twenty-four (24) hours (excluding weekends and VIAVI Holidays)
Major Response	Two (2) Business Hours
Major Restoration	Forty-eight (48) hours (excluding weekends and VIAVI Holidays) ¹
Major Resolution	Sixty (60) days
Minor Response	Two (2) Business Hours
Minor Resolution	One-hundred eighty 180 days ²
Request Response	Two (2) Business Hours
Request Resolution	Best effort

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 Product to resolve a problem, 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 Contact activates technical support by logging a case, using one of the VIAVI Contact procedures described above to provide the Product and Serial number what led up to the problem, the problem description, and Customer's assessment of business impact of the problem.
- Customer Contact describes to the TSE the parameters, procedures and conditions resulting from the problem in sufficient detail to permit the TSE to isolate the cause of the problem and commits appropriate resources to help isolating the problem.
- Customer Contact provides the TSE 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 TSE to reproduce and analyze the problem. If the problem cannot be reproduced, no further action will be taken by VIAVI.

f) OUT-OF-SCOPE ERRORS

If VIAVI believes that an error reported by Customer may not be due to a Defect or is otherwise outside the scope of the Services, VIAVI will so notify the Customer, who may then either (i) instruct VIAVI to proceed with services regarding said error at Customer's expense; or (ii) advise VIAVI that Customer does not wish the error pursued, in which case VIAVI may at its sole discretion, close the case and not to pursue the error without any further liability or obligation.

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) business hours for Critical problems and thirteen (13) business days for Major problems. VIAVI will communicate to Customer the agreed action plan used as a guide for resolving the technical problem.

5. CUSTOMER RESPONSIBILITIES

Customer will:

- Notify VIAVI of any Product problem in a timely manner.
- Ensure that the Product is on a supported Software Release level, update the Product 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.

6. LIMITATIONS AND EXCLUSIONS

- 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 rates.
- Services do not include program development, coding, isolation of coding problems, assistance to or consulting or implementation of the Customer's application on the Product, customization of VIAVI tools or integration of VIAVI tools with Customer systems.
- 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 Product.
- VIAVI will provide Services through its own staffing or by working with qualified third-party suppliers and subcontractors, as appropriate.
- 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.

- f) Decommissioning and disposal of Product hardware is not included as part of the Services.
- g) Support for cases relating to integration or communication between two or more VIAVI Products requires all of the Products to have a valid support contract unless agreed in advance, in writing, by VIAVI.
- h) VIAVI shall not be obligated to provide Services if Defects are caused by or related to the following:
 - (i) Customer's mishandling, abuse, misuse, or use of the Product other than in accordance with VIAVI's operating 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 Product
 - (iii) changes to the Customer environment, in which the Product was provided;
 - (iv) actions or omissions of persons other than VIAVI;
 - (v) installation, maintenance, or repair of Product by someone other than VIAVI, except maintenance performed by Customer if and to the extent authorized by VIAVI in a duly signed writing;
 - (vi) failure to implement all Software Updates, Software Releases, and other new upgrades of the Product 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
 - (vii) Force Majeure conditions as defined in the General Terms.
- i) VIAVI shall not be obligated to provide Services for the following:
 - (i) Products that have 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) Products that VIAVI modified in accordance with Customer's request, specifications, or instructions; or
 - (iii) third-party products.
- j) VIAVI shall not be obligated to provide Services, except for the (i) most recent (Major or Minor) Software Release and (ii) immediately preceding (Major or Minor) Software Release for a period of twelve (12) months following the issuance of the next Major or Minor Software Release, and only when used with VIAVI specified hardware configurations and VIAVI recommended operating system, database and applied Software Updates. VIAVI shall have no obligation to provide Services for any Software that has been superseded by a current release more than twelve (12) months prior to the then-current date.

7. LIMITED WARRANTY AND DISCLAIMER

- a) **LIMITED WARRANTY**
VIAVI will perform Technical Support Services substantially in accordance with these Terms and Conditions.
- b) **EXCLUSIVE REMEDY**
If the Services materially fail to conform to the limited warranty set forth in Section 7 a) (Limited Warranty), Customer may terminate the Services 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 7 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 THE SERVICES.
- c) **DISCLAIMER**
EXCEPT AS SPECIFIED IN SECTION 7 A), ABOVE, (LIMITED WARRANTY) VIAVI MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY SERVICES. 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 7 A) (LIMITED WARRANTY) OF THESE TERMS AND CONDITIONS, UNLESS VIAVI RECEIVES CUSTOMER'S WRITTEN REQUEST TO CURE A NON-CONFORMANCE WITHIN THIRTY (30) DAYS AFTER ITS OCCURRENCE.

8. TERM AND TERMINATION

- a) VIAVI will provide the Services during the Premium Technical Support Period, which shall not be automatically renewed. If Customer wishes to obtain the Services beyond the initial Warranty Period or for additional Products, Customer has to submit an 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) Services shall be automatically terminated with respect to Software for which the license has expired or was terminated for any reason.
- c) In case Customer has not paid its fees for the future Technical Support Period before the end of the then-current Technical Support Period, no further Services will be provided by VIAVI. All technical support cases will be closed, except "Critical" cases submitted before the expiration of the then-current Software Maintenance Period on which VIAVI, at VIAVI's discretion, will continue to work towards resolution.
- d) 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.

9. SURVIVAL

The General Terms, and Sections 7 (Limited Warranty and Disclaimer), and 8 (Term and Termination) of these Terms and Conditions shall survive any termination of Services. Customer's access to Primary Technical Support shall survive only so long as Customer continues to fully comply with all provisions of these Terms and Conditions, the General Terms, and the Software License Terms.