



TRAINING SERVICES TERMS

These Training Services Terms apply to any quote, order, order acknowledgment, and invoice, and any sale or provision of training courses or services by LUMENTUM in addition to LUMENTUM's General Terms, which are incorporated by reference herein and are either attached hereto, or available at www.lumentum.com/terms or on request.

1. DEFINITIONS. The definitions in LUMENTUM's General Terms shall apply in addition to the following definitions:

"Participants" means the individuals that Customer registers for, and sends to, training classes.

"Trainers" means the individuals that LUMENTUM designates to perform the Training Services.

"Training Materials" means class materials, instruction in written, electronic, visual, or oral form and any know-how provided by the Trainers in connection with Training Services.

"Training Services" means instruction and Training Materials.

2. TRAINING SERVICES.

2.1 Scope. Training Services will be provided in accordance with an applicable statement of work or as otherwise agreed in writing between the parties.

2.2 Trainers. Trainers are subject to selection, instruction, supervision and replacement exclusively by LUMENTUM at its sole discretion. Participants shall follow all instructions by Trainers, including, but not limited to, safety-related instructions.

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

3. LICENSE.

3.1 License to Training Materials. LUMENTUM grants to Customer a non-exclusive, non-transferable, and non-sublicenseable license to use any Training Materials solely in conjunction with the Training Services being offered by LUMENTUM if and to the extent that (i) LUMENTUM intentionally makes such Training Materials available to Customer as part of the Training Services; (ii) the Training Materials are not covered by any other written terms or agreements between the parties (otherwise such other terms or agreements, *e.g.*, Software License Terms shall exclusively govern); and (iii) Customer complies with all provisions of these Training Terms, including, but not limited to, its obligation to make timely payments of all fees and other amounts hereunder, and its confidentiality obligations under LUMENTUM's General Terms. Customer agrees not to re-use, create derivative works of, reverse engineer, copy, or otherwise disseminate the Training Materials without the written consent of LUMENTUM.

3.2 License to Customer Contributions. Customer grants to LUMENTUM a non-exclusive, perpetual, irrevocable, royalty-free, transferable, sublicenseable, and unlimited license to use and commercialize in any manner any contributions and/or information that Customer's representatives and/or Participants make in classes or related to Training Materials or Training Services.

3.3 All Other Rights Reserved. LUMENTUM reserves ownership, title, and all rights and interest, including, but not limited to, all Work Product, Intellectual Property, and/or Proprietary Rights not expressly granted to Customer in these Training Terms.

4. LIMITED WARRANTY AND DISCLAIMER.

4.1 Limited Warranty. LUMENTUM will perform Training Services in a professional manner. Training Materials are provided "as is" without any warranty.

4.2 Exclusive Remedy. If the Training Services materially fail to conform to the limited warranty set forth in Section 4.1 (Limited Warranty), Customer may terminate Training Services in accordance with Section 5.2 (Termination for Cause) if LUMENTUM fails to cure a non-conformance within two (2) days after receiving Customer's detailed written request to cure the non-conformance. Termination shall not affect (i) Customer's obligations to pay for Training Services already performed before LUMENTUM receives Customer's request to cure; or (ii) any other obligations of Customer under these Training Services Terms. THE REMEDY EXPRESSLY PROVIDED OR REFERENCED IN THIS SECTION 4.2 WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SHALL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST LUMENTUM WITH RESPECT TO ANY NON-CONFORMANCE OF TRAINING SERVICES.

4.3 Disclaimer. EXCEPT AS SPECIFIED IN SECTION 4.1 (LIMITED WARRANTY), LUMENTUM MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY TRAINING SERVICES OR TRAINING MATERIALS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LUMENTUM 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. CUSTOMER SHALL HAVE NO WARRANTY CLAIM UNDER SECTION 4.1 (LIMITED WARRANTY), UNLESS LUMENTUM RECEIVES CUSTOMER'S WRITTEN REQUEST TO CURE A NON-CONFORMANCE WITHIN TWO (2) DAYS AFTER ITS OCCURRENCE.

5. TERM AND TERMINATION.

5.1 Term. The term of any Training Services will continue until (i) completion of the Training Services under an applicable statement of work; or (ii) termination in accordance with this Section 5.

5.2 Termination for Cause. Either party may terminate any or all orders of Training Services by written notice, effective immediately, if the other party fails to cure any material breach of these Training Terms within two (2) days after receiving written notice from the non-breaching party detailing the alleged material breach.

5.3 Consequences. Customer shall pay to LUMENTUM all fees agreed-upon with respect to the terminated Training Services, unless Customer terminates because of LUMENTUM's material breach of these Training Services Terms in accordance with Section 5.2 (Termination for Cause), in which case Customer shall not be obligated to pay for the class directly affected by the breach. In case of any termination, Customer shall return to LUMENTUM all Training Materials, LUMENTUM's Confidential Information and other tangibles and intangibles received in connection with the Training Services, without retaining any copies thereof, and all licenses granted to Customer under these Training Services Terms shall be automatically revoked.

5.4 Cancellation or Rescheduling. In the event Customer desires to cancel or reschedule Training Services, Customer agrees to comply with LUMENTUM's then current cancellation or rescheduling policies available on request.

5.5 Survival. Section 3.2 (License to Customer Contributions), 3.3 (All Other Rights Reserved), 4 (Limited Warranty and Disclaimer) and Section 5 (Term and Termination) of these Training Services Terms and LUMENTUM's General Terms shall survive any termination of these Training Services Terms.