

## VIAMI PROPRIETARY INFORMATION

Quote #: 2410-6348  
Revision #: 0  
Date: 10/24/2024  
Cust Ref #: Email 10-3-24



VIAMI Solutions  
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INAF - Istituto di Astrofisica e Planetologia Spaziali via  
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*Should you have any questions please  
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or  
Rick Rutkowski

**VIAMI Solutions is pleased to provide you with the following quotation. Please reference this quote number on your purchase order.**

Part Number/Description	Item #	U/M	Qty	Unit Price USD	Total Price USD
800-4000nm LVF Design Study	tbd	Lot	1	15,898.0000	15,898.00

### **Statement of Work:**

Quote Rev 0 is in response to INAF Istituto di Astrofisica e Planetologia Spaziali via del Fosso RFQ email dated 10/3/24, and includes pricing/ terms for the following:

- Design Study for INAF Lunar Rover Linear Variable Filter

### **Design Study for INAF Lunar Rover Linear Variable Filter**

Viavi to perform Design Study for INAF Lunar Rover Linear Variable Filter where scope of work to include the following:

- Compare design options from Viavi's evaporative versus sputtering coating processes.
- Provide theoretical spectral performance of manufacturable Linear Variable Filter design(s).
- Work with customer to determine specification/ requirement unknowns:
  - Dimensions of Linear Variable Filter
  - Operating environment and temperatures
  - Wavelength range of out-of-band blocking
  - Bandwidth of band pass filter
  - Assembly configuration
- Provide design study final report in form of white paper or Power Point presentation.

### **Notes:**

Viavi will invoice for design study when final report is sent, but Viavi can support minor follow-up work after review with customer.

After review of results with customer, and an agreement on production specification, Viavi will provide a quotation for flight filters.

### **Delivery Information:**

Estimated delivery is 6-8 weeks and to be confirmed after receipt of order.

**Terms:**

If an executed sales agreement or channel partner agreement exists between the Customer and VIAVI covering the products, services or solutions identified in this order acknowledgment, then it shall govern any purchase order received from the Customer relating to such products, services or solutions. In the absence of a sales agreement or channel partner agreement, by placing a purchase order with VIAVI, the Customer hereby accepts the applicability of VIAVI's standard terms and conditions (except for those specific terms included in this order acknowledgment which shall supersede any conflicting standard terms and conditions), which are attached to this order acknowledgment and are available at [www.viavisolutions.com/terms](http://www.viavisolutions.com/terms). VIAVI does not accept, expressly or impliedly, and VIAVI hereby rejects, any additional or different terms or conditions that the Customer presents, including, but not limited to, any terms or conditions contained or referenced in any purchase 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. The application of the VIAVI terms and conditions shall be deemed effective unless the Customer has expressly notified VIAVI to the contrary prior to the earlier of three (3) business days after issuance of this order acknowledgment or any shipment or other performance of this order by VIAVI.

VIAVI's early initiation of the Customer's program, prior to the formal execution of an agreement, will not be construed, deemed, or interpreted as performance or acceptance of customer's terms and conditions.

Where applicable, Customer has no warranty rights regarding prototypes, experimental, alpha, beta, field trial or unqualified products. Such products are undergoing the Product Development Process and are currently in the developmental stage. Specifications are preliminary and no guarantee of performance is provided. In addition, product specifications may change as the Product Development Process evolves until final release to production. The applicable product is a pre-manufacturing release item, and as such, Section 11 of VIAVI General Terms & Conditions does not apply.

For Purchase Orders requesting delivery earlier than our Quoted Lead Time, an expedite fee may apply. Lead time begins upon VIAVI's receipt of order. If VIAVI is asked by a customer to maintain its schedule while waiting on customer feedback or material of any kind, an idle machine time fee and adjustment to delivery schedule may apply. If product being ordered is diffuser on tape, VIAVI does not warrant or guarantee shipping integrity with tape applied to diffuser polymer.

The information furnished in this quotation is considered VIAVI Solutions Proprietary and is being submitted for evaluation purposes only. The information shall not be disclosed in whole or in part to any third party without VIAVI Solutions' prior written consent. Notwithstanding these restrictions, disclosures of the information contained in the quotation to the U.S. government is specifically authorized, provided it is submitted under an appropriate restrictive legend as set forth in the Federal Acquisition Regulation, Part 52.215-1(e).

Prices quoted are firm for 90 days, unless specifically extended and apply only to quantities shown.

**Your attention to this General Notification is requested .**

If your contract is for a government program requiring the flow-down of a government contract under the Federal Acquisition Regulations (FAR), then please note the following: While VIAVI is pleased to provide our products to the government market, please note that VIAVI is a commercial supplier and is entitled to contract under the FAR commercial item procurement flowdowns of 52.244-6(c). We subscribe to the mandatory flowdowns of those FARs. Also, though it is not mandatory, VIAVI has made a policy decision to accept rated orders under the Defense Priority Allocation System (DPAS) requirement of 52.211-5. Any other additional FAR flow-downs must be evaluated prior to acceptance.

**Change in Scope**

In the event the customer requires program changes that result in idling or rescheduling the coating machine, VIAVI reserves the right to evaluate the overall cost impact at the time of occurrence and request a contract change to invoice the customer accordingly.

**Molds and Tooling Sales**


Molds and tooling that are used in California are subject to California Use Tax.

**Products Not Intended for Resale**

Products that are not intended for resale and shipped to California destination are subject to California Sales Tax.

### **Export Compliance**

Customer shall obtain all licenses, permits and approvals required by any government and shall comply with all applicable laws, rules, policies and procedures of the applicable government and other competent authorities. Customer will indemnify and hold VIAVI Solutions Inc. harmless for any violation or alleged violation by Customer of such laws, rules, policies or procedures. Customer shall not transmit, export or reexport, directly or indirectly, separately or as part of any system, the Goods or any technical data (including processes and services) received from VIAVI, without first obtaining any license required by the applicable government, including without limitation, the United States Government and/or any other applicable competent authority. Customer also certifies that (i) none of the products or technical data supplied by VIAVI will be sold or otherwise transferred to, or made available for use by or for, any entity that is: (a) located in an "embargoed" country in accordance with any applicable government list(s) including without limitation, those of the United States, (b) a 'denied' or 'restricted' party on any applicable government list(s) including without limitation, those of the United States, and/or (c) engaged in the design, development, production or use of nuclear, biological or chemical weapons or missile technology; (ii) no relevant agency or authority has suspended, revoked or denied Customer's export and/or import privileges; and/or (iii) Customer is not located in or under the control of a national or resident of, a jurisdiction where this transaction is prohibited.

X 

10/24/2024

Najib Hatoum

Date

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