

Spirent Professional Services Agreement

This Spirent Professional Services Agreement (this "Agreement"), effective as of the date of the last signature of the parties below ("Effective Date"), is by and between Spirent Communications Positioning Technology Division, a trading division of Spirent Communications plc, with offices at Aspen Way, Paignton, Devon TQ4 7QR, UK, (hereafter "Spirent") and _____, a _____ corporation with offices located at _____ ("Client").

1 Services

- 1.1 Statement(s) of Work. This Agreement, by itself, does not obligate Spirent to provide any services to Client nor does it obligate Client to procure any services from Spirent. To the extent Client wishes to procure services from Spirent and Spirent wishes to provide services to Client, the parties shall execute a statement of work similar to Exhibit A attached which specifically references this Agreement and is signed by both parties (each a "SOW"). The SOW which may contain the following information: (a) the start date, location and scheduled completion of the project; (b) a description of the project and the services to be performed by Spirent; (c) the charges for the services; (d) any copyrightable works to be developed by Spirent and delivered to Client ("Deliverables"); and (e) such other information as may be agreed to by the parties. In the event of a conflict between the terms of this Agreement and the SOW, the terms of the SOW shall govern. Upon execution of a SOW, Spirent shall perform the services set forth in the SOW using generally accepted industry standards and practices. Spirent shall determine in its sole discretion what personnel is required to complete the work contemplated by this Agreement and may use third parties, as determined by Spirent in its sole discretion, to complete any work.
- 1.2 Change Control. Client may request changes to the Services to be performed by Spirent by completing a Change Request Form, attached hereto as Exhibit B and submitting it to Spirent. Such requested changes must be made in writing and, in the event of acceptance by Spirent, signed by the authorized representatives of Spirent and Client. All changes will subsequently be incorporated in an amendment to the Agreement and will specify the change requested any changes in the price, adjustment to the schedule of performance and any changes to the terms and conditions. Until such time as the change is accepted by Spirent, Spirent shall continue to supply the Services as originally agreed.
- 1.3 Nonexclusive. Spirent shall not be required to devote its services exclusively to Client, and Spirent shall not be precluded from engaging in any other business activity during the term of this Agreement, including, without limitation, providing services to other clients and/or competitors of Client.
- 1.4 Client Cooperation. Client shall provide Spirent with reasonable, safe access to workspace, facilities, equipment and resources (including, without limitation, people, documents, systems and data) to perform the services.
- 1.5 Personnel. The personnel assigned to perform Services ("Personnel") shall have the skill, training and background sufficient to perform the Services. The term "Personnel" may also include such other person(s) as may be subsequently designated by Spirent in writing as its representative(s) for purposes of this Agreement or a SOW provided. The Personnel shall perform their assignments under the direction of Spirent and the Client's Project Manager. If Spirent is required to perform any work at Client's facilities in connection with the project, all Personnel assigned to work at Client's facilities shall strictly abide by Client's rules relating to security and safety applicable to the facility as advised by Client to Spirent.

- 1.6 Client Obligations. Client shall fulfil its obligations and responsibilities as set forth in this Agreement and the SOW so that Spirent can perform the Services efficiently and effectively. Client is responsible for the operation and security of its applications and the information technology environment in which the Services are to be performed. Client agrees that it shall have the sole responsibility for protecting and backing up its systems, networks, applications, content, and data used in connection with the Services. Client shall secure and provide to Spirent any rights and licenses necessary to allow Spirent to perform the Services. Client shall ensure the cooperation and performance of its employees and contractors as well as the accuracy and completeness of data and information provided to Spirent that are necessary to perform the Services. Client shall make and be responsible for all decisions and actions based or related to advice and recommendations provided by Spirent in connection with the performance of the Services hereunder.

Client shall be liable for all Spirent owned equipment while in Client's possession or control and, if lost or damaged or not returned to Spirent upon expiration of the engagement, Client agrees to pay for such equipment upon receipt of an invoice referencing this Agreement. Equipment received by Spirent from Client more than five (5) calendar days after the end of engagement shall be subject to a fifteen (15%) per month late fee based on the list price of the equipment.

2 Fees and expenses

- 2.1 Application of this Section. This Section (Fees and Expenses) only applies where the Client is contracting directly with Spirent for the provision of the Services. If the Client's contract is with a Spirent reseller, then Spirent directs the Client to follow the provisions of that contract concerning fees and expenses which shall apply instead of this Section.
- 2.2 Fees. Client shall pay Spirent the amount set forth in the SOW or in the associated quote if not set forth in the SOW ("Fees").
- 2.3 Expenses. Client shall reimburse Spirent for all expenses incurred in the performance of the services hereunder including, without limitation, reimbursement for actual and reasonable travel, transportation, telephone, and lodging expenses and reimbursement for meals, incidentals and mileage in accordance with Spirent's travel policy.

3 Invoices and payments

- 3.1 Application of this Section. This Section (Invoices and Payments) only applies where the Client is contracting directly with Spirent for the provision of the Services. If the Client's contract is with a Spirent reseller, then Spirent directs the Client to follow the provisions of that contract concerning invoices and payments, which shall apply instead of this Section.
- 3.2 Payments. For Services performed in accordance with this Agreement Client shall pay Spirent the fees and expenses for all Services as described in a SOW. Spirent shall submit invoice(s) to Client as described in a SOW and each invoice submitted by Spirent to Client shall be accompanied by appropriate supporting documentation with detailed itemization to include a status report for work actually performed. All fees are exclusive of federal, state, municipal or other governmental excise, value-added, sales, use, excise, personal property, occupational, withholding obligations and other levies now in force or enacted in the future. Accordingly, all fees payable to Spirent are subject to an increase equal to the amount of any such tax, excise or levy Spirent may be required to collect or pay in connection with the Services, other than a tax on the net income of Spirent. Any applicable charge or tax shall be borne by Client in addition to the fees quoted. Any amounts not paid within such thirty (30) day period shall bear interest at the lesser of the maximum rate allowable under applicable law where Client is located or two percent (2%) per month. Client's payment of such interest on late payments shall not prevent Spirent from exercising any other rights under this Agreement or applicable law. All payments shall be made in US dollars.

4 Confidential information

- 4.1 Confidential Information. Except as otherwise specified herein, Spirent and Client each expressly undertake to retain in confidence all information transmitted to it by the other party pursuant to this Agreement that the disclosing party identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"), and will make no use of such Confidential Information except under the terms and during the existence of this Agreement. Spirent and Client shall treat the terms and conditions of this Agreement as confidential; however, either party may disclose the terms and conditions of this Agreement or the SOW in confidence to its immediate legal and financial consultants as required in the ordinary course of that party's business, or to a government authority to support compliance with legal or regulatory obligations, or as otherwise required by law. The receiving party's obligation hereunder shall extend for three (3) years following the disclosure of the Confidential Information. Client shall cause its employees, agents, affiliates, and assigns to retain Confidential Information in accordance with the terms of this Article. The parties' rights and obligations set forth in this section are in addition to and not in lieu of any right or obligations set forth in any separate non-disclosure or confidentiality agreement ("NDA") entered in to by the parties, which shall not be superseded by this Agreement. To the extent reasonable, this Agreement and any such NDA shall be interpreted to be consistent with each other; to the extent such interpretation is not reasonable the provisions that are more protective shall govern to the extent of the conflict or inconsistency
- 4.2 Exclusions. Confidential Information shall not include any information that: (a) is at the time of disclosure or subsequently becomes publicly available without the receiving party's breach of any obligations owed the disclosing party; (b) became known to the receiving party prior to the disclosing party's disclosure of such information to the receiving party; (c) became known to the receiving party from a source other than the disclosing party other than by the breach of an obligation of confidentiality owed to the disclosing party; or (d) is independently developed by the receiving party without the use of the disclosing party's Confidential Information.
- 4.3 Independent Development. The terms of confidentiality under this Agreement shall not be construed to limit Spirent's right to independently develop or acquire products without use of the other party's Confidential Information.

5 Proprietary rights

- 5.1 "Spirent Property" is the software, source code, object code, firmware, procedures, know-how, methodologies, independent utilities, tools and programs, processes and material owned, licensed or developed by Spirent under this Agreement or any improvements thereof. All copyrights, patents, trade secrets, other intellectual property rights or other ownership rights associated with any Spirent Property shall belong exclusively to Spirent subject to Client's non-exclusive right to use such Spirent Property that is provided to Client as a deliverable as set forth below
- 5.2 "Client Property" is the software, methodologies, processes and materials owned, licensed or developed by Client prior to the performance of any work under this Agreement or developed independently and outside the scope of any work performed under this Agreement. All copyrights, patents, trade secrets, other intellectual property rights or other ownership rights associated with any Client Property shall belong exclusively to Client.
- 5.3 SPIRENT AND CLIENT EXPRESSLY AGREE THAT NONE OF THE SERVICES DELIVERED BY SPIRENT SHALL BE CONSIDERED A "WORK FOR HIRE" AND ANY INTELLECTUAL PROPERTY CREATED IN PERFORMANCE OF THE SERVICES REMAIN THE SOLE AND EXCLUSIVE PROPERTY OF SPIRENT. TO THE EXTENT THAT SPIRENT CREATES ANY INTELLECTUAL PROPERTY IN CREATING DELIVERABLES IN PERFORMING THE SERVICES, SPIRENT SHALL GRANT A LIMITED LICENSE TO CLIENT TO USE SUCH DELIVERABLES FOR CLIENT'S INTERNAL USE ONLY.

6 Insurance and indemnity

6.1 Insurance. During the term of this Agreement, Spirent shall procure and maintain policies of insurance to include the following coverage: (a) Workers' Compensation Insurance for its own employees that meets the statutory limits of the states in which Spirent operates and all federal statutes and regulations, (b) Employers Liability of not less than \$1,000,000 combined single limit per occurrence, Comprehensive General Liability of not less than \$1,000,000 per occurrence including personal injury, (d) Comprehensive Automobile Liability (including Automobile Non-Ownership Liability) with a combined single limit of not less than \$1,000,000 per occurrence, and (e) Umbrella or excess Liability Insurance providing coverage in excess of the coverages listed in (c) and (d) above in an amount not less than \$5,000,000 per occurrence. Upon request by Client, Spirent shall furnish Client with a Certificate of Insurance evidencing such coverage.

6.2 Indemnification.

- a) Each party shall indemnify, defend and hold harmless the other party, its principals, officers, directors, employees and agents from and against any and all third-party actions, damages, claims, liabilities, costs, expenses, and losses (including, without limitation, reasonable attorney's fees and expenses) for bodily injury and property damage brought against, incurred by, or paid by any of them at any time, as a result of its intentional misconduct of its employees or agents. This provision shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort or otherwise.
- b) Client agrees to indemnify, protect, defend and hold Spirent and its suppliers, licensors and distributors and directors, employees, professional advisors, agents and representatives harmless from and against any and all claims, losses, damages, including without limitation reasonable attorneys' and experts' fees and disbursements (a) which may at any time be asserted against Spirent by any party for Client's failure to perform any of the covenants, agreements, terms, obligations, provisions or conditions contained in this Agreement, (b) by any party for reason of Client's use or misuse of the software or documentation supplied by Spirent or (c) resulting from any failure by Client to comply with any term, condition or restriction in this Agreement. Client shall be entitled to have sole control over the defense and/or settlement of any claim, provided however that Spirent may participate with counsel of its own choosing and at its own expense. Client shall not settle any claim to the extent that such settlement includes any obligation or restriction on Spirent, or Spirent Indemnified Party.

6.4 Indemnification Process. Any party with a possible claim for indemnity under Section 16.6.2 or 16.6.3 shall

promptly notify the indemnifying party of the potential claim, and shall cooperate with the indemnifying party, at the indemnifying party's cost, in the investigation and defense of the same. The indemnifying party shall have sole control over the defense and/or settlement of any such claim, but the indemnified party may participate at its own expense with counsel of its choosing and the indemnifying party will not settle any such claim without the indemnified party's prior written consent (unless such settlement does not impose any obligations, admissions, or liabilities upon the indemnified party).

7 Representations, warranties and liabilities

- 7.1 Mutual Representations. Each party represents to the other that (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.
- 7.2 Responsibilities of client. The software is not intended for use in connection with any high-risk activity, including, without limitation, air travel, space travel, firefighting, police operations, power plant operation, military operations, rescue operations, hospital or medical operations, nuclear facilities or equipment, or the like. Client agrees not to use or allow the use of the software for or in connection with any such high-risk activity. Client is solely responsible for the proper installation and operation of the software in accordance with the instructions and specifications. Spirent shall have no responsibility or liability to Client or any third party under the warranty or otherwise, for improper installation or operation of the software. Any output or execution errors resulting from improper installation or operation of the software shall not be deemed "defects" under the warranty. Client shall be responsible for (a) the security, configuration and operation of any devices, applications, networks, and information technology systems that are subject to testing using Spirent products and/or services (each a "test target"), (b) obtaining and maintaining authorization to perform tests on the test target, and (c) the use of results of any test of a test target.
- 7.3 Limitation on Warranties. CLIENT AND SPIRENT AGREE THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND THAT SPIRENT MAKES NO WARRANTY AS TO THE SERVICES. SPIRENT DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPIRENT DOES NOT WARRANT THE WORK PERFORMED BY CLIENT OR THIRD-PARTY CONTRACTORS OR THAT ANY SYSTEMS OR OPERATION OF SYSTEMS WILL BE DEFECT OR ERROR-FREE.
- 7.4 Exclusion of Damages; Limitation on Liabilities. EXCEPT AS EXPLICITLY PROVIDED HEREIN, IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, AND/OR LOSS OF BUSINESS, ARISING OUT OF OR RESULTING FROM THIS AGREEMENT EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) EXCEPT FOR ANY BREACH OF SECTIONS ENTITLED "CONFIDENTIAL INFORMATION", "PROPRIETARY RIGHTS", OR A CLAIM FOR INDEMNIFICATION PROVIDED FOR UNDER THIS AGREEMENT, DAMAGES IN EXCESS OF THE AMOUNTS PAYABLE HEREUNDER BY CLIENT FOR 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING SHALL APPLY REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF EACH PARTY AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY.

8 Term and termination

- 8.1 Term and Termination. This Agreement will commence on the Effective Date set forth on the signature page of this Agreement and will continue in effect for a period of two (2) years unless amended to establish a later expiration date by a written Agreement signed by both parties, or until terminated as provided in this Agreement.
- 8.2 Either party may terminate this Agreement and/or any individual SOW if the other party breaches a material provision of this Agreement or any SOW and fails to cure such breach within thirty (30) days of receipt of written notice of the breach from the other party.
- 8.3 Notwithstanding the foregoing, this Agreement and any SOW or both, may be terminated immediately by either party in the event of (i) a breach of Article 16.4 (Confidential Information), Article 16.5 (Proprietary Rights), or Article 16.9.4 (Export), or (ii) either party makes an assignment or trust mortgage for the benefit of its creditors, or shall file a voluntary petition under the bankruptcy or insolvency laws of any jurisdiction to which it is subject, or shall suffer an involuntary petition under such laws to be filed against it, or shall be adjudicated bankrupt or insolvent under the law of any jurisdiction to which it is subject; or (iii) either party is subject to U.S., EU and/or UK export controls or sanctions incompatible with this Agreement (such as designation on the U.S. list of Specially Designated Nationals).

9 General

- 9.1 Entire Agreement. This Agreement, together with the SOW, shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications.
- 9.2 Amendment. No amendment, change, modification or alteration of this Agreement shall be effective unless in writing and signed by both parties.
- 9.3 Assignment. This Agreement shall be binding upon and for the benefit of the parties, their successors and assigns, provided that the Agreement may not be assigned without the prior written consent of the other party.
- 9.4 Export. Spirent and Client agree to comply with the United States Export Controls Act of 2018, as amended, (the "Act"), and with the U.S. Export Administration Regulations ("EAR") promulgated from time to time thereunder by the United States Department of Commerce. Client shall comply with European Council Regulation No 428/2009 of 29 May 2009 (including the EU Dual-Use List at Annex 1) and related export controls legislation implemented by UK.
- 9.5 Waiver. No waiver of any provision of this Agreement or of the rights and obligations of the parties shall be effective unless in writing and signed by the party waiving compliance. Any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.
- 9.6 Governing Law. If the contracting party is Spirent Communications Positioning Technology Division a trading division of Spirent Communications plc, then this Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to conflict of law principles or the U.N. Convention on Contracts for the International Sale of Goods. Each party hereby submits to, and waives and objection to, the jurisdiction of the Courts of England in relation to any claim, dispute or difference that may arise hereunder. This Agreement shall be enforceable and judgment upon any award rendered maybe entered in any Court having jurisdiction.
- 9.7 Survival. It is expressly agreed by both parties that the clauses herein entitled Confidential Information, Proprietary Rights, Limitations on Warranties, Exclusions of Damages; Limitation on Liabilities, and No Solicitation, shall survive the termination or expiration of this Agreement. The obligation of both parties that are of a continuing nature, shall survive termination of this Agreement.
- 9.8 Severability. If any term, clause, or provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining terms, clauses, and provisions shall remain in full force and effect.

- 9.9 Construction. This Agreement is the product of the efforts of both parties and shall not be interpreted in favor of or against either party because of its effort in preparing it.
- 9.10 Arbitration. Any controversy or claim arising out of or relating to this Agreement, with the exception of injunctive relief sought by either party, shall be submitted to arbitration before an arbitrator agreed upon by the parties, or if the parties cannot agree upon an arbitrator within thirty (30) days, to an arbitrator selected by the American Arbitration Association. The arbitration shall be conducted under the rules then prevailing of the American Arbitration Association and each party shall have no more than one day to present its case. The arbitrator may award attorneys' fees and costs as part of the award. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.
- 9.11 Injunctive Relief. Each party agrees that a breach of the license rights granted hereunder and/or the restrictions thereon or a breach of the confidentiality provisions hereof, may result in irreparable harm and significant injury to the other which may be difficult to ascertain. Accordingly, each party agrees that the other shall be entitled to equitable relief, including, without limitation, an immediate injunction enjoining any further breach, in addition to all other remedies available to such party at law or in equity.
- 9.12 Attorney's Fees. If any claim, legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement or because of a dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that claim, action or proceeding, in addition to any other relief to which such party may be entitled. This attorney's fees clause shall include all post-judgment attorney's fees and expenses and shall not be merged into, but rather shall survive, the judgment.
- 9.13 Compliance with Laws. Each party agrees to comply with all applicable laws, rule and regulations in connection with its activities under this Agreement, including without limitation the applicable regulations of the U.S. Department of Commerce and the United States Export Controls Act as amended to ensure that hardware, software, and technology is not exported in violation of the United States laws.
- 9.14 Force Majeure. Neither party will be deemed in default of this Agreement, except for defaulted obligations of payment, to the extent that performance of their obligations or attempt to cure any breach are delayed or prevented by reason of causes beyond its control, including but not limited to acts of God, war, riot, terrorism, sabotage, embargoes, acts of civil or military authorities, fire, floods, pandemic, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor or materials or Internet outages. In the event of any such delay, the delayed party may defer its performance for a period equal to the time of such delay, but in no event more than Three months, provided that the delayed party gives the other party written notice thereof promptly and, in any event, within ten (10) calendar days of discovery thereof, and uses its good faith efforts to cure the excused breach.
- 9.15 Relationship of Parties. The relationship of the parties is that of independent contractors. No agency, partnership, joint venture, or employment relationship shall be created or inferred by the existence or performance of this Agreement, and neither party shall have any authority to bind the other in any respect whatsoever.
- 9.16 No Solicitation. During the term of this Agreement and for one (1) year following the termination of this Agreement, Client shall not solicit, offer to employ, employ, or contract any employee, contractor, former employee (within the prior one (1) year), or former contractor (within the one (1) year) of Spirent, without (a) the prior written consent of Spirent or (b) paying Spirent one hundred percent (100%) of employee's annual salary or contractor's fees with Client for one (1) year ("Placement Fee"). Placement Fees shall be paid to Spirent within thirty (30) days from the first date of employment or contract, unless otherwise agreed upon in writing by Spirent. Placement Fees for which payment is not received by Spirent when due shall accrue a late charge of one and one-half percent (1.5%) per month or the highest rate allowable by law, whichever is less.
- 9.17 Publicity. Client agrees to allow Spirent to identify Client as a Client of Spirent.

9.18 Notices. All notices shall be in writing and delivered in person or by courier service, overnight service, fax or e-mail to the addresses below. All notices shall be deemed as given on the date that the person or service delivers such notice or the date that such notice was refused, unclaimed or undeliverable by the person or service attempting to deliver such notice. Either party may change the address for purpose of giving notice by providing written notice to the other party.

To Client	To Spirent	With a copy to
To Client at its address stated at the beginning of this Agreement; or to such other address as the addressee shall have given notice to the other party in like manner.	Spirent Communications Positioning Technology Division, a trading division of Spirent Communications plc, Aspen Way, Paignton, Devon TQ4 7QR, UK,	Spirent Legal, Bell Works 101 Crawfords Corner Road, Suite 4-216 Holmdel, NJ 07733

9.19 Headings. The headings of the articles and sections of this Agreement are included for convenience only and shall not affect the construction or interpretation of its provisions.

9.20 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature and facsimile signatures shall be fully binding and effective for all purposes and shall be given the same effect as original signatures.

IN WITNESS WHEREOF, the parties hereto understand, accept, and agree to the above terms and conditions.

For Spirent	For the Client
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

SOW TEMPLATE DESCRIPTION

(SOW_____)

for _____

Spirent Professional Services Statement of Work



10 Table of Contents

Spirent Professional Services Agreement.....	1
1 Services.....	1
2 Fees and expenses	2
3 Invoices and payments.....	2
4 Confidential information.....	3
5 Proprietary rights	3
6 Insurance and indemnity	4
7 Representations, warranties and liabilities	4
8 Term and termination	5
9 General.....	5
10 Table of Contents	10
11 List of Tables	12
12 About Spirent Professional Services	13
12.1 About our customers	13
12.2 About our engagements	13
12.3 Spirent Global Services.....	13
12.4 Spirent's Service delivery approach	14
13 Customer Requirements.....	14
14 Proposed Solution	15
14.1 Overview.....	15
15 Success Criteria.....	16
16 Roles and Responsibilities	16
16.1 Spirent Communications Inc. responsibilities.....	16
16.2 Customer responsibilities	16
16.3 Shipping.....	16
17 Project Plan	17
17.1 Schedule.....	17
17.2 Communication plan.....	17
18 Acknowledgements.....	18
19 Acceptance	18
20 Contacts.....	19
20.1 Client.....	19
20.2 Spirent Communications Inc.	19
21 Document Information	19
22 Referenced Documents.....	19

23 Exhibit B - Change Control Process 20

23.1 Overview..... 20

23.2 Procedures 20

24 Exhibit C - Change Request Note 22

24.1 Change request note 22

25 Customer Completion Signoff Form 23

11 List of Tables

Table 1: Client requirements15

Table 2: Success criteria16

Table 3: Project plan schedule17

Table 4: Client contact list19

Table 5: Spirent Communications Inc. contact list19

Table 6: SOW version history19

Table 7: Referenced documents19

12 About Spirent Professional Services

Our Professional Services supplement internal capabilities with test methodology and GNSS navigation systems expertise so that customers can focus on their core business. We deliver quick, proven solutions compared to those undertaken in-house, which can be costly, risky, and difficult to manage.

12.1 About our customers

Our customers comprise government, enterprise, equipment manufacturers, and service providers, and range from startups to established companies. The common driver of our program is based on customers' needs to optimize the process of testing through rapid test planning, product personalization, process automation and training.

12.2 About our engagements

Our engagements are differentiated from other test solution vendors by three primary elements: industry recognized test methodology expertise, the broadest range of technologies, and a dedicated project team to ensure timely fulfilment. Our portfolio of professional services:

- **Engineering Services** – Instead of addressing unique requirements with in-house custom development, reduce your risk and accelerate delivery by engaging product experts from Spirent Professional Services.
- **Implementation Services** – Spirent has the expertise and skill to successfully deploy solutions, to ensure that the value you expect is the value delivered—on time, on budget, and to specification.
- **Integration Services** – If you need to integrate Spirent products with offerings from third parties, or to develop custom interfaces, Spirent Professional Services has the specialized knowledge and experience needed to optimize the business value of your systems investment.
- **Test Services** – Base your decisions on objective information. Whether you are selecting a new technology provider, assessing the robustness of information security measures or seeking the most promising path to improved network performance, Spirent can provide objective, expert analysis to support your decision-making.
- **Consulting Services** – Improve operational efficiencies based on expert analysis of your present methods and systems.

12.3 Spirent Global Services

Spirent is a worldwide communications test and service assurance company. We place a special emphasis on capturing and redistributing test methodology and network operations knowledge across the global customer base. Our expertise comes from:

- Global Services Advanced Test Programs, a global partnership with independent test labs, industry forums, and educational institutions
- Broad service and product portfolio encompassing all stages of product development and deployment lifecycle
- Extensive technology coverage, from GPS to Galileo, to inertial systems.

We serve 1,500 customers in fifty (50) countries through an expert pool of over two hundred (200) test and measurement engineers and with the help of several expert partners worldwide.

Our services include professional services, support services, and education services – all focused on helping you meet your complex testing and service assurance requirements.

- Our **Professional Services** provide expert test expertise so our customers can confidently design, deploy, and manage their networks.
- Our **Support Services** maximize productivity with Spirent test equipment through expert phone support, up-to-the-minute software enhancements and bug fixes, and extended hardware warranty services, including advance replacement.
- Our **Education Services** provide product and test methodology training for customers who wish to effectively test in-house with Spirent.

12.4 Spirent's Service delivery approach

Spirent has developed a unique four-point approach for the Customer. Our methodology provides repeatable testing that thoroughly tests the devices under test to reveal weaknesses, rendering results that are meaningful to your needs. Spirent's distinctive approach provides some of the most thorough conformance testing capabilities for network equipment in the world. Below is an outline of our four-point approach.

- **Discover** – Our first objective is to understand what your testing goals and needs are, identify key requirements.
- **Define your expectations** – Next, we design a meaningful test solution that produces the desired test results and lab productivity. Our goal is to form clear expectations for a solution that achieves your business goals, leverages your team's strengths and delivers a positive return on your investment.
- **Develop, leveraging your environment** – Together we develop a testing approach that addresses your specific requirements and testing goals. We make a commitment that maps exactly what we deliver, provide a schedule for the entire project, define our processes for managing the project and detail the steps to completion. We determine the best testing methodology to satisfy your test productivity goals and produce meaningful test results.
- **Deliver on our commitment** – Here's where the rubber meets the road. From the documented deliverables and the work product developed, we begin the process of testing the network systems and accepting the work product features agreed on. We run a series of repeatable tests, compile statistics and results, and deliver empirical data that will help you determine your network's performance capabilities and cost-effective equipment needs.
- **Debrief, detailing the Solution** – Lastly, when all of the acceptance tests are completed and signed off, we produce a project final report. We go over the results, so you understand exactly what is delivered and your questions are addressed.

13 Customer Requirements

This section summarizes the customer requirements as understood by Spirent, based on dialogue between representatives from Client and Spirent.

This document may contain false assumptions, errors or omissions. To minimize this risk and to ensure that the deliverables defined in this document are in line with the customers' expectations Client must thoroughly review sections 4, 5 and 6. In the event of any discrepancy, Client must provide feedback to Spirent so that this document can be updated appropriately. As a result of any updates, the quote associated with this SOW may need to change accordingly.

The high-level requirements are summarized below:

Requirement ID	Requirement description
R1	REQUIREMENT DESCRIPTION ...
R2	REQUIREMENT DESCRIPTION ...
R3	REQUIREMENT DESCRIPTION ...
R4	REQUIREMENT DESCRIPTION ...

Table 1: Client requirements

These requirements are used as the key inputs for the creation of this SOW document and the definition of the success criteria (see Section 15 “Success Criteria”).

14 Proposed Solution

14.1 Overview

As per the customer requirements, Spirent Professional Services proposes the following statement of work.

Spirent Professional Services will provide ...

Deliverables:

Deliverable ID	Description
D1	DELIVERABLE 1 ...
D2	DELIVERABLE 2 ...

15 Success Criteria

The following criteria shall be met in order to consider the work as successfully completed.

Criteria name	Criteria description
C1	SUCCESS CRITERIA 1 ...
C2	SUCCESS CRITERIA 2 ...
C3	SUCCESS CRITERIA 3 ...

Table 2: Success criteria

16 Roles and Responsibilities

16.1 Spirent Communications responsibilities

- Work directly with Client personnel on previous requirements
- Delivery of work defined in this SOW

16.2 Customer responsibilities

- Work directly with Spirent engineers to complete project requirements.
- Ensure that third-party vendors (or a suitable engineer from the Customer) will be solely responsible for the configurations, setup, and troubleshooting of their products.
- Be responsive to Spirent engineers' inquiries during the project.
- The Customer will provide and coordinate with engineers about the statement of work, schedule, responsibilities and deliverables

16.3 Shipping

- If applicable, to be discussed separately.

17 Project Plan

This section describes how and when Spirent Professional Services will execute on the Proposed Solution described in Chapter 14.

17.1 Schedule

As of the publication date of this proposal, the engagement start date is not determined. We ask that the Customer provide Spirent Professional Services with as much notice as possible. Scheduling can begin as soon as a PO is received and a signed agreement. Changes to the schedule will incur a change fee and will be documented in a Change Request Form.

Service	Description	Timeline
S1	SCHEDULE STAGE DESCRIPTION 1 ...	T+3 weeks
S2	SCHEDULE STAGE DESCRIPTION 2 ...	T+5 weeks
S3	SCHEDULE STAGE DESCRIPTION 3 ...	T+6 weeks
S4	SCHEDULE STAGE DESCRIPTION 4 ...	T+6 weeks

Table 3: Project plan schedule

The commencement of the timeline (T) will be date of receipt of PO and signed agreement.

17.2 Communication plan

Communication Description	Accepted Media
Test requirements	Email
Spirent engagement (Statement of Work)	Email
Configuration setup	Email*, verbal
Meeting minutes	Email
Minor issues	Verbal
Major issues	Email
Testing progression	Email*, verbal
Knowledge transfer	Verbal
Test report	Email

* Preferred

18 Acknowledgements

This Statement of Work is provided to Client describing Services to be performed by Spirent. It is a binding commitment between the parties describing the responsibilities of each party and the deliverables to be provided.

This Statement of Work (SOW) must be referenced in Spirent's associated quote, including document number and revision. On placing a purchase order for services quoted, Client confirms agreement to all applicable terms and conditions in which the services shall be performed. These are included in Section 14 of this document.

For administrative purposes, Client may issue a purchase order consistent with the terms of this SOW, but such purchase order is expressly not a condition or a material element of this SOW.

19 Acceptance

Upon completion of Services defined in this Statement of Work, Spirent shall provide written notification to Client. Except for training Services which shall be accepted upon completion of the training, Client shall have a period of seven (7) calendar days in which to confirm that the Services have been performed in all material respects in accordance with the test plan or with the functional requirements describing the Services, and to provide written notification of acceptance to Spirent. Such written notification of Acceptance by Client shall be provided to Spirent within seven (7) calendar days from Spirent's notification to Client that the Services have been completed. In the event Client fails to notify Spirent in writing of any material failure of the Services to conform in all material respects with this Agreement and the Statement of Work within the seven (7) calendar day period, the Services shall be deemed to have been Accepted. In Addition, if the Services provided are used by Client in a live commercial environment, Acceptance shall be deemed to have occurred.

For Spirent	For the Client
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

20 Contacts

20.1 Client

Name	Details	Position
	<ul style="list-style-type: none"> email phone 	

Table 4: Client contact list

20.2 Spirent

Name	Details	Position
Mark Hunter	<ul style="list-style-type: none"> Mark.Hunter@spirent.com +44 1803 546626 	Professional Services Manager, Positioning Technology Division

Table 5: Spirent contact list

21 Document Information

Version	Modifier	Date	Reason(s) for change
1-00	XYZ	26/08/2020	First draft SoW for approval by Client

Table 6: SOW_XYZ version history

22 Referenced Documents

Reference	Document No.	Title	Issue
a)			
b)			
c)			

Table 7: Referenced documents

23 Exhibit B - Change Control Process

23.1 Overview

- If at any time either party identifies a need for change to the scope of the Services set out in the Agreement, either party may request a change in accordance with this Change Control Process.
- Neither Spirent or Client shall unreasonably withhold its agreement to any change provided that Client shall not be obliged to agree to any change increasing prices payable by Client or requiring Spirent to incur material expenditure.
- Until such time a change is made in accordance with this Change Control Process, Spirent shall, unless otherwise agreed in writing, continue to supply the Services as if the request or recommendation had not been made.
- Any discussions which may take place between Client and Spirent in connection with a request or recommendation before the authorization of a resultant change to the Services Agreement shall be without prejudice to the rights of either party.
- Any work undertaken by Spirent which has not been authorized in advance by a change to the Services Agreement in accordance with this Exhibit B shall be undertaken entirely at the expense and liability of Spirent.

23.2 Procedures

- a) The Change Request form should be used in order to formally initiate a request for change to a project. Types of change requests to be initiated using this form includes changes to project:
 - I. A written request for a change by Spirent; or
 - II. Agreement not to proceed further; or
 - III. A written recommendation for a change by Client
- b) Where a written request for a change is received from Client, Spirent shall promptly upon receipt issue a written acknowledgment to Client and, unless otherwise agreed, submit a Change Control Note ("CCN") to Client within 10 days of the date of the request in the form attached here to and incorporated herein as Exhibit C.
- c) A recommendation for a change by Client shall be submitted as a CCN direct to Client at the time of such recommendation.
- d) Each CCN shall contain:
 - I. the title of the change;
 - II. the originator and data of the request or recommendation for the change;
 - III. the reason for the change;
 - IV. full details of the change;
 - V. the variation to prices for the Services, if any, resulting from such change;
 - VI. a timetable for implementation together with any proposals for trialing and acceptance testing of the change;
 - VII. details of the likely impact, if any, of the change on other aspects of the Services including but not limited to:
 - i. the schedule for the Services;
 - ii. the personnel to be provided;
 - iii. the changes;
 - iv. the payment profile;
 - v. the documentation to be provided;
 - vi. the training to be provided;

- vii. working arrangement; and
 - viii. other contractual issues;
 - ix. the date of expiration or validity of the CCN; and
 - x. provision for signature by Client and Spirent
- e) For each CCN submitted Spirent shall within the period of the validity of the CCN
- I. allocate a sequential number to the CCN;
 - II. evaluate the CCN and as appropriate either:
 - III. request further information;
 - IV. approve the CCN; or
 - V. notify Client of the rejection of the CCN; and
 - VI. if the CCN is approved by Client, Spirent shall arrange for 2 copies of an approved CCN to be signed between Client and Spirent.
- f) A CCN signed by both parties shall constitute an amendment to the Agreement. In the event Client has included with their initial purchase Part No. SVC-60XX, Project Change Services, which is equal to 10% of the SOW total value("Project Change Service"), and such Project Change Service amount, is equal to or less than the Project Change Service amount, then Client will not be required to issue an additional purchase order and Spirent will invoice up to the Project Change Service amount authorized by the CCN. In the event Client did not order Part No. SVC-60XX, Project Change Service with their initial purchase then, a separate purchase order may be required based on the approved CCN amount.

For Spirent	For the Client
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

24 Exhibit C - Change Request Note

24.1 Change request note

In reference to Exhibit C (Change Control Process), both parties hereby certify, by the signature of an authorized representative, that this Change Request Form will amend and be fully incorporated into the existing Test Plan/Statement of Work (SOW).

Project name			
Change Number Request			
Reason for change request			
	Project schedule		
	Configuration issues/Resources (Third Party)		
	Test plan / SoW		
	Other (Specify Below):		
Change description			
Project schedule impact			
Project scope impact			
Technical design impact			
Impact assessment – SOW Change Request			
	Services (\$)	T & E (\$)	Total (\$)
Original project cost			
Value of the change request			
New value of SOW			

For Spirent	For the Client
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

25 Customer Completion Signoff Form

Upon completion of this SOW, the following signoff form will be provided to the Client:



Professional Services > Completion Signoff Acceptance Form

The Customer's authorised representative is kindly requested to fill out **Section 2** of this Completion Signoff Acceptance Form. This will confirm successful acceptance of all the Services and Deliverables purchased (or an agreed payment milestone has been achieved) as defined in the Statement of Work and can be invoiced.

To refuse acceptance of the Services performed, Customer must provide Spirent with full details to show that the Milestone/Service performed by Spirent does not conform to what was agreed upon in the Statement of Work. Spirent will address any such non-conformance in a timely manner, by compiling an action plan to correct any deficiencies, and the process for acceptance detailed herein shall be repeated until any deficiencies have been resolved.

Section 1: Professional Service Details (Completed by Spirent Professional Services)		
Customer Name:		
SOW Number:		
Date of Issue of this form:		
Project Complete (Part/All):		(If part-completed, state milestone number from SOW): ...
Date(s) of Delivery:		

Section 2: Completion Signoff Approval (Completed by Customer's authorised representative)	
Company Name:	
Approval Signed by Name (Please Print):	
Title:	
Signature:	Date: