SPIRENT PROFESSIONAL SERVICES AGREEMENT
SECURITY TESTING AND MONITORING CONSULTING SERVICES FOR SECURITYLABS

This Spirent Professional Services Agreement (this "Agreement") is by and between Spirent Communications Inc. a Delaware corporation with offices located at 2708 Orchard Parkway, Suite 20 San Jose, CA 95134 (hereafter "Spirent") and_____, a_____corporation with officeslocated at_____("Client"). This Agreement is effective as of the date of the last signature of the parties below (the "Effective Date").

Preamble: Client is interested in utilizing Spirent's Security Testing and Monitoring Consulting Services ("Spirent SecurityLabs™" or the "Services") to assist Client in discovering vulnerabilities that Client may have in its web applications, mobile applications, networks, embedded devices, and or source code. Spirent's product, commonly referred to as "SecurityLabs™", is used in the delivery of Security Testing and Monitoring Services. SecurityLabs™ provides a management dashboard that allows users to request assessments and view results from assessments which are conducted by Spirent, as the parties may mutually agree and as set forth in Exhibit A. Security Testing and Monitoring services utilizes tools and manual effort which simulates a "hacker" attacking a target and can therefore bring down the target or corrupt and/or expose the target's data. Accordingly, Spirent recommends that Client take appropriate precautions to protect Licensee's computing environment in connection with Security Testing and Monitoring services.

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 in a format similar to Exhibit A which specifically references this Agreement and is signed by both parties (each an "SOW"). Upon execution of an 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   Additional Services. Client may request additional service by executing additional SOW's. Until such time as an additional SOW has been executed there shall be no binding obligation on Spirent to provide the Services.

1.3   Personnel. The personnel assigned to perform Services ("Personnel") shall have the skill, training and background sufficient to perform the Services.

1.4   Client Obligations. 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 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.

1.5   Applications. The parties expressly agree that neither Spirent nor its contractors shall be responsible or liable for any failure or interruption of Client's or any third party's applications or network.

2   FEES AND EXPENSES

2.1   Application of this Section. This Section 2 (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 invoices and payments which shall apply instead of this Section 2.

2.2   Fees. Client shall pay Spirent the amount set forth in the SOW ("Fees"). All invoices shall be due and payable within thirty (30) days of the invoice date. Any amounts not paid within such thirty (30) day period shall bear interest at

the lesser of the maximum rate allowable under applicable law or two percent (2%) per month. All fees are payable in US Dollars.

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.

2.4   Taxes. 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. Any applicable charge or tax shall be borne by Client in addition to the fees quoted.

3   CONFIDENTIAL   INFORMATION

3.1   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 3.1.

3.2   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   PROPRIETARY   RIGHTS

All right title and interest in any software or other materials used in the performance or delivery of the services shall belong exclusively to Spirent, except as otherwise provided in this Agreement.

4.1   Access to Portal. Subject to the terms and conditions of this Agreement, Spirent hereby grants Client a non-exclusive, non-sub- licensable, nontransferable license to access and use the Spirent Security Labs portal (the "Portal") during the Term set forth in Exhibit A, in connection with requesting and reviewing security assessments. All rights not expressly granted are reserved by Spirent. Except for the access/license rights expressly granted to Client in this Agreement, Spirent grants and Client receives no other rights or licenses with respect to the Portal or software used by Spirent to conduct the security assessments, derivative works thereof, or any intellectual property rights related thereto, whether by implication, estoppel or otherwise.

4.2   License to Test Reports. The parties acknowledge and agree that the reports of the security tests made available via the Portal (the "Test Reports") shall be owned by Client. Client agrees to grant and does hereby grant to Spirent a perpetual, irrevocable, worldwide, royalty-free, nonexclusive, assignable, sub-licensable (including through multiple tiers), and transferable license and right to use, reproduce, modify, create derivative works of, perform, display, distribute, and make and have made the Test Reports for the purpose of maintaining and supporting the software used to provide the security assessments and otherwise providing the services.

4.3   Portal Access/License Restrictions. Client will not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the right to access the Portal (ii) modify or make derivative works based upon the Portal (iii) build a product using similar ideas, features, functions or graphics of the Portal, or (iv) copy any ideas, features, functions or graphics of the Portal. Client may use the Portal only for Client's internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Portal or the data contained therein; or (v) attempt to gain unauthorized access to the Portal, or its related systems or networks.

5   REPRESENTATIONS, WARRANTIES AND LIABILITIES

5.1   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.

5.2   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.

5.3   Limitation on Warranties. Client and Spirent agree that the services, portal and test reports are provided "as is" and "as available" and that Spirent makes no warranty whatsoever as to the services or test reports nor covenants regarding ongoing security. Spirent and its licensors disclaim all other warranties, either express or implied, including, without limitation, warranties of non-infringement merchantability and fitness for a particular purpose. Neither Spirent nor its licensors make any representations regarding the use of the test reports in terms of correctness, accuracy, reliability or otherwise.

5.4   Exclusion of damages; limitation on liabilities. In no event shall either party or its suppliers or licensors be liable for (a) any indirect, special, incidental, punitive or consequential damages, including, but not limited to loss of profits, loss of data, loss of access to systems 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; nor (b) except for any breach of sections entitled "proprietary rights", "export" and "no solicitation" or a claim for indemnification provided for under this agreement, damages in excess of the amounts payable for twelve (12) months hereunder 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.

5.5   Indemnification. 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   TERM AND TERMINATION

6.1   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 one (1) year unless amended to establish a later expiration date by a written Agreement signed by both parties, or until terminated as provided in this Agreement.

6.2   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.

6.3   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 3 (Confidential Information), Article 4 (Proprietary Rights), or Article 7.4 (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. export controls or sanctions incompatible with this agreement (such as designation on the U.S. list of Specially Designated Nationals).

7   GENERAL

7.1   Entire Agreement. This Agreement, together with the SOW(s), shall constitute the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications.

7.2   Amendment. No amendment, change, modification or alteration of this Agreement shall be effective unless in writing and signed by both parties.

7.3   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.

7.4   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.

7.5   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.

7.6   Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California, without regard to conflict of law principles or the U.N. Convention on Contracts for the International Sale of Goods or the Sale of Goods provisions of the Uniform Commercial Code. Each party hereby submits to the jurisdiction and venue of both the California State and United States Federal Courts of California in relation to any claim, dispute or difference that may arise hereunder. Each party hereby waives any claim of lack of personal jurisdiction in regard to both the Federal and State Courts of California. This Agreement shall be enforceable and judgment upon any award rendered may be entered in any Court having jurisdiction.

7.7   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, Client Indemnification against other third-party claims, 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.

7.8   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.

7.9   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.

7.10   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.

7.11   Injunctive Relief. Each party agrees that a breach of the license/access 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 acknowledges that any breach of its obligations with respect to the proprietary rights of the other party or its licensors may cause Spirent and its licensors irreparable injury for which there would be inadequate remedies at law, and Spirent and its licensors will be entitled to equitable relief, in addition to all other remedies available to it, without the payment of any bond.

7.12   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.

7.13   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 Administration Act, as amended to assure that any technology provided under this Agreement is not exported in violation of the United States laws.

7.14   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.

7.15   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.

7.16   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.

7.17   Publicity. Client agrees to allow Spirent to identify Client as a Client of Spirent.

7.18   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:
Spirent Communications Inc.
2708 Orchard Parkway, Suite 20
San Jose, CA 95134

With a copy to:
Spirent Communications Inc.
Attn: Legal
101 Crawford's Corner Road, Suite 4-216
Holmdel, NJ 07733

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

7.20   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 COMMUNICATIONS INC.   For Client: _____

Name:_____   Name:_____

Title:_____   Title: _____

Signature:_____   Signature: _____

Date:_____   Date: _____

EXHIBIT A

STATEMENT OFWORK No. _____ ("SOW")

This Statement of Work ("SOW") is issued pursuant to the terms of that certain Spirent Professional Services Agreement (the"Agreement") dated_____by and between Spirent Communications Inc. (hereafter "Spirent") and _____ ("Client"). This SOW is effective as of the date of the last signature of the parties below. Unless otherwise indicated herein, capitalized terms used in this SOW without definition shall have the respective meanings specified in the Agreement.

I.   Assumptions

Client will provide access to specified target(s) to be assessed. Client also to identify process to communicate any critical findings during assessment engagement.

II.   Engagement Details/Deliverables

SecurityLabs to provide methodology description based on engagement. Spirent shall invoice Client upon execution of the Statement of Work which shall constitute acceptance. Payment terms shall be as outlined in Section 2 the Agreement.

III.   Roles and Responsibilities

1.   Client - Complete the Assessment Questionnaire.

2.   Client and Spirent SecurityLabs Consultant - Conduct a kickoff call prior to testing.

3.   Spirent SecurityLabs team to establish connectivity to the target(s).

4.   Spirent SecurityLabs team to Test the target(s).

5.   Spirent SecurityLabs team to Deliver reports and review findings.

IV.   Scheduling

_____

_____

_____

_____

V. Pricing - Invoices shall be issued

SERVICES	DESCRIPTION	QUANTITY	PROJECT FEE
_____	_____		
_____	_____	_____	_____
_____	_____		
_____	_____	_____	_____
_____	_____		
_____	_____	_____	_____
_____	_____		
_____	_____	_____	_____

VI. Contact Information

Spirent Communications

Account Representative: _____
Phone: _____
Mobile: _____
Email: _____

Project Manager: _____
Phone: _____
Mobile: _____
Email: _____

Service Delivery Manager: _____
Phone: _____
Mobile: _____
Email: _____

Version: 0822.1

<u>Client</u>

Primary Contact: _____

Phone: _____

Mobile: _____

Email: _____

Project Manager: _____

Phone: _____

Mobile: _____

Email: _____