

## STATEMENT OF WORK

This Statement of Work (“SOW”) is effective as of \_\_\_\_\_ (“Effective Date”) and is by and between:

- (1) [ \_\_\_\_\_ ], a [ \_\_\_\_\_ ] with offices located at [ \_\_\_\_\_ ] (“Spirent”); and
- (2) [ \_\_\_\_\_ ], a [ \_\_\_\_\_ ] with offices located at [ \_\_\_\_\_ ] (“End Customer”).

Preamble: the End Customer purchases Spirent products and services through a Spirent Intermediary named \_\_\_\_\_ (“Spirent Intermediary”), being the authorized representative, distributor or reseller of Spirent with whom the End Customer normally deals. The Spirent Intermediary is authorized to offer Spirent’s services to end customers, subject to agreement of a detailed Statement of Work for the relevant services directly between the End Customer and Spirent.

### I. High-level description of Services

The following Services are within the scope of this Statement of Work:

- Professional Services \_\_\_\_\_
- SecurityLab Services \_\_\_\_\_
- MEF Testing Certification Testing \_\_\_\_\_
- GNSS Foresight \_\_\_\_\_

### II. Specific Services and Engagement Details/Deliverables

Where the **Professional Services** box is ticked in Section I, the Services and Deliverables are as follows:

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Where the **SecurityLabs Services** box is ticked in Section I, the Services and Deliverables are as follows:

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Where the **MEF Testing and Certification Services** box is ticked in Section I, the Services and Deliverables will be as set out in the following documents:

- Spirent MEF SD-WAN Product Certification Statement of Work:  
[https://assets.ctfassets.net/wcxs9ap8i19s/1Ma8kRkLfEQUNY2gSubWzf/cf189f5ce004c0d35a789392d2e26f23/Spirent\\_-\\_MEF\\_SD-WAN\\_Services\\_Certification\\_-\\_SoW\\_-\\_4.20.21\\_.pdf](https://assets.ctfassets.net/wcxs9ap8i19s/1Ma8kRkLfEQUNY2gSubWzf/cf189f5ce004c0d35a789392d2e26f23/Spirent_-_MEF_SD-WAN_Services_Certification_-_SoW_-_4.20.21_.pdf)
- Spirent MEF SD-WAN Service Certification Statement of Work:  
[https://assets.ctfassets.net/wcxs9ap8i19s/1SSzSzKR8wJ3pjQlfrokuN/b0ca514acc1cf80c0dcf4680ed32c08a/Spirent\\_MEF\\_SD-WAN\\_Product\\_Certification\\_-\\_SoW\\_-\\_4.20.21\\_.pdf](https://assets.ctfassets.net/wcxs9ap8i19s/1SSzSzKR8wJ3pjQlfrokuN/b0ca514acc1cf80c0dcf4680ed32c08a/Spirent_MEF_SD-WAN_Product_Certification_-_SoW_-_4.20.21_.pdf)

Where the GNSS Foresight box is ticked in section I, the services and deliverables are as follows:

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### III. Assumptions and dependencies

Where the **Professional Services** box is ticked in Section I, the following assumptions and dependencies apply:

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Where the **SecurityLabs Services** box is ticked in Section I, the following assumptions and dependencies apply:

- The End Customer must provide access to the specified target(s) to be assessed. The End Customer must also identify the process to communicate any critical findings during the assessment engagement.

Where the **MEF Testing and Certification Services** box is ticked in Section I, the assumptions and dependencies set out in the following documents apply:

- Spirent MEF SD-WAN Product Certification Statement of Work:  
[https://assets.ctfassets.net/wcxs9ap8i19s/1SSzSzKR8wJ3pjQlfrokuN/b0ca514acc1cf80c0dcf4680ed32c08a/Spirent\\_MEF\\_SD-WAN\\_Product\\_Certification\\_-\\_SoW\\_-\\_4.20.21\\_.pdf](https://assets.ctfassets.net/wcxs9ap8i19s/1SSzSzKR8wJ3pjQlfrokuN/b0ca514acc1cf80c0dcf4680ed32c08a/Spirent_MEF_SD-WAN_Product_Certification_-_SoW_-_4.20.21_.pdf)
- Spirent MEF SD-WAN Service Certification Statement of Work:  
[https://assets.ctfassets.net/wcxs9ap8i19s/1Ma8kRkLfEQuNY2gSubWzf/cf189f5ce004c0d35a789392d2e26f23/Spirent\\_-\\_MEF\\_SD-WAN\\_Services\\_Certification\\_-\\_SoW\\_-\\_4.20.21\\_.pdf](https://assets.ctfassets.net/wcxs9ap8i19s/1Ma8kRkLfEQuNY2gSubWzf/cf189f5ce004c0d35a789392d2e26f23/Spirent_-_MEF_SD-WAN_Services_Certification_-_SoW_-_4.20.21_.pdf)

#### IV. Roles and Responsibilities

Where the **Professional Services** box is ticked in Section I, the parties' roles and responsibilities are as follows:

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Where the **SecurityLabs Services** box is ticked in Section I, the parties' roles and responsibilities are as follows:

- The End Customer will complete the Assessment Questionnaire.
- The End Customer and Spirent's SecurityLabs Consultant will conduct a kickoff call prior to testing.
- The Spirent SecurityLabs team will establish connectivity to the target(s).
- The Spirent SecurityLabs team will test the target(s).
- The Spirent SecurityLabs team will deliver reports and review findings.

Where the **MEF Testing and Certification Services** box is ticked in Section I, the parties' roles and responsibilities are as set out in the following documents:

- Spirent MEF SD-WAN Product Certification Statement of Work:  
[https://assets.ctfassets.net/wcxs9ap8i19s/1SSzSzKR8wJ3pjQlfrokuN/b0ca514acc1cf80c0dcf4680ed32c08a/Spirent\\_MEF\\_SD-WAN\\_Product\\_Certification\\_-\\_SoW\\_-\\_4.20.21\\_.pdf](https://assets.ctfassets.net/wcxs9ap8i19s/1SSzSzKR8wJ3pjQlfrokuN/b0ca514acc1cf80c0dcf4680ed32c08a/Spirent_MEF_SD-WAN_Product_Certification_-_SoW_-_4.20.21_.pdf)
- Spirent MEF SD-WAN Service Certification Statement of Work:  
[https://assets.ctfassets.net/wcxs9ap8i19s/1Ma8kRkLfEQuNY2gSubWzf/cf189f5ce004c0d35a789392d2e26f23/Spirent\\_-\\_MEF\\_SD-WAN\\_Services\\_Certification\\_-\\_SoW\\_-\\_4.20.21\\_.pdf](https://assets.ctfassets.net/wcxs9ap8i19s/1Ma8kRkLfEQuNY2gSubWzf/cf189f5ce004c0d35a789392d2e26f23/Spirent_-_MEF_SD-WAN_Services_Certification_-_SoW_-_4.20.21_.pdf)

#### V. Scheduling

*[State when the engagement will commence, when it is expected to conclude, and (if relevant) whether it will be conducted onsite or offsite.]*

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## VI. Charging arrangements

*[State the charges that are payable by the End Customer to the Spirent Intermediary, including whether these are payable in advance, in arrears, in instalments or on completion of specified milestones.]*

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Spirent hereby directs the End Customer to pay the Spirent Intermediary for the Services in accordance with the arrangements set out above. If the End Customer fails to meet its obligations in this regard with the Spirent Intermediary, and as a result the Spirent Intermediary defaults, or expresses its intent to default on any similar obligations to Spirent, then Spirent reserves the right to suspend Services under this Statement of Work.

## VII. Contact Information

Spirent

Account Representative \_\_\_\_\_

Phone \_\_\_\_\_

Mobile \_\_\_\_\_

Email \_\_\_\_\_

Project Manager \_\_\_\_\_

Phone \_\_\_\_\_

Mobile \_\_\_\_\_

Email \_\_\_\_\_

Service Delivery Manager \_\_\_\_\_

Phone \_\_\_\_\_

Mobile \_\_\_\_\_

Email \_\_\_\_\_

End Customer

Primary Contact \_\_\_\_\_

Phone \_\_\_\_\_

Mobile \_\_\_\_\_

Email \_\_\_\_\_

Project Manager \_\_\_\_\_

Phone \_\_\_\_\_

Mobile \_\_\_\_\_

Email \_\_\_\_\_

## VIII. Acceptance

Spirent shall notify the End Customer in writing upon completion of the Services described in this Statement of Work. Except for training Services (which shall be accepted upon completion of the training), the End Customer shall have a period of seven (7) calendar days from the date of such notification (the "Acceptance Period") 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. The Services shall be deemed to have been accepted by the End Customer: 1) if the End Customer fails to notify Spirent in writing, before the end of the Acceptance Period, of any material failure of the Services to conform in all material respects with this Statement of Work; or 2) if the Services or any Deliverables are used by the End Customer in a live commercial environment.

**IX. Legal provisions**

By signing this SOW, the parties agree to be bound by the terms and conditions set out in Exhibit A to this SOW (Applicable Terms and Conditions).

**X. Change control**

The End Customer may request changes to the Services to be performed by Spirent in accordance with the change control process set out at [https://assets.ctfassets.net/wcxs9ap8i19s/4sYIMgCJrzECBYhX8oeLOx/2cf890353dbb7c74dec6dd3852d13a76/Change\\_Control\\_Process.pdf](https://assets.ctfassets.net/wcxs9ap8i19s/4sYIMgCJrzECBYhX8oeLOx/2cf890353dbb7c74dec6dd3852d13a76/Change_Control_Process.pdf). Such requested changes will be made in writing and, in the event of acceptance by Spirent, signed by the authorized representatives of Spirent and the End.

Customer. All changes must subsequently be incorporated in an amendment to the SOW 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.

FOR: SPIRENT COMMUNICATIONS INC

FOR ENDCUSTOMER:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **TERMS AND CONDITIONS**

#### **1 CONFIDENTIAL INFORMATION**

**1.1 Confidential Information.** Except as otherwise specified in this SOW, Spirent and the End Customer each expressly undertakes to retain in confidence all information transmitted to it by the other party under this SOW 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 SOW. Spirent and the End Customer shall treat the terms and conditions of this SOW as confidential; however, either party may disclose the terms and conditions of this 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. The End Customer shall cause its employees, agents, affiliates, and assigns to retain Confidential Information in accordance with the terms of this paragraph 1.1.

**1.2 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.

**1.3 Independent Development.** The terms of confidentiality under this SOW shall not be construed to limit Spirent’s right to independently develop or acquire products without use of the other party’s Confidential Information.

#### **2 PROPRIETARY RIGHTS**

**2.1 Spirent Property.** “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 SOW 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 the End Customer’s non-exclusive right to use such Spirent Property that is provided to the End Customer as a deliverable, as set out below.

**2.2 Client Property.** “Client Property” is the software, methodologies, processes and materials owned, licensed or developed by the End Customer prior to the performance of any work under this SOW, or developed independently and outside the scope of any work performed under this SOW. All copyrights, patents, trade secrets, other intellectual property rights or other ownership rights associated with any Client

Property shall belong exclusively to the End Customer.

**2.3 NO “WORKS FOR HIRE”.** SPIRENT AND THE END CUSTOMER 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 THE END CUSTOMER TO USE SUCH DELIVERABLES FOR THE END CUSTOMER’S INTERNAL USE ONLY.

### 3 INDEMNITIES

**3.1 End Customer Indemnity.** The End Customer agrees to indemnify, protect, defend and hold Spirent and its suppliers, licensors and distributors and directors, employees, professional advisors, agents and representatives (each, a “Spirent Indemnified Party”) 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 the End Customer’s failure to perform any of the covenants, agreements, terms, obligations, provisions or conditions contained in this SOW; (b) by any party for reason of the End Customer’s use or misuse of the software or documentation supplied by Spirent; (c) resulting from any failure by the End Customer to comply with any term, condition or restriction in this SOW; or (d) for bodily injury and property damage brought against, incurred by, or paid by any of them at any time, as a result of the intentional misconduct of its employees or agents.

**3.2 Indemnification Process.** If Spirent has a possible claim for indemnity under paragraph 3.1, Spirent shall promptly notify the End Customer of the potential claim, and shall cooperate with the End Customer, at the End Customer’s cost, in the investigation and defense of the same. The End Customer 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. The End Customer shall not settle any claim to the extent that such settlement includes any obligation or restriction on Spirent or any Spirent Indemnified Party.

### 4 WARRANTIES AND LIABILITY

**4.1 Limitation on Warranties.** THE END CUSTOMER AND SPIRENT AGREE THAT THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND THAT SPIRENT MAKES NO WARRANTY AS TO THE SERVICES. EXCEPT AS EXPRESSLY SET OUT IN THIS SOW, SPIRENT DISCLAIMS ALL 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 THE END CUSTOMER OR THIRD-PARTY CONTRACTORS OR THAT ANY SYSTEMS OR OPERATION OF SYSTEMS WILL BE DEFECT OR ERROR- FREE.

**4.2 Exclusion of Damages; Limitation on Liabilities.** EXCEPT AS EXPLICITLY PROVIDED IN THIS SOW, 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 SOW EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) EXCEPT FOR ANY BREACH OF THE SECTIONS ENTITLED "CONFIDENTIAL INFORMATION", "PROPRIETARY RIGHTS", OR A CLAIM FOR INDEMNIFICATION PROVIDED FOR UNDER THIS SOW, DAMAGES IN EXCESS OF THE AMOUNTS PAYABLE HEREUNDER BY THE END CUSTOMER 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.

## 5 GOVERNING LAW

**If the contracting party is Spirent Communications Inc.,** then 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.

**If the contracting party is Spirent Communications International Division, a trading division of Spirent Communications plc or 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 any 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.

**If the contracting party is Spirent Communications (Asia) Ltd.,** then this Agreement shall be governed by and construed in accordance with the laws of Hong Kong, 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 any objection to, the jurisdiction of the Courts of Hong Kong 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.

## 6 SPECIAL PROVISIONS APPLICABLE TO SECURITYLABS ENGAGEMENTS

If SecurityLabs services are being provided click here to insert SecurityLabs provisions: 

1.1 Security precautions. Spirent's Security Testing and Monitoring Consulting Services (known as "SecurityLabs Services") are designed to assist clients in discovering vulnerabilities that they may have in their web applications, mobile applications, networks, embedded devices, and or source code. Spirent's product, commonly referred to as "SecurityLabs", which is used in the delivery of these services, 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 out in this SOW. The service utilizes tools and manual effort which simulate 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 the End Customer take appropriate precautions to protect its computing environment in connection with the SecurityLabs Services.

1.2 End Customer acknowledgement. The End Customer acknowledges that the SecurityLabs 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. The End Customer agrees not to use or allow the use of the software for or in connection with any such high-risk activity. The End Customer 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 the End Customer or any third party (whether under the warranty in the relevant hardware or software contract documentation on [www.Spirent.com](http://www.Spirent.com) 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. The End Customer 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.

1.3 Access to Portal. Subject to the terms and conditions of this SOW, Spirent hereby grants to the End Customer a non-exclusive, non-sub-licensable, nontransferable license to access and use the Spirent Security Labs portal (the "Portal") during the term of this SOW, 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 the End Customer in this SOW, Spirent grants and the End Customer 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.

1.4 License to Test Results. The parties acknowledge and agree that the results of the security tests made available via the Portal (the "Test Results") shall be owned by the End Customer. The End Customer agrees to grant and does hereby grant to Spirent a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, 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 Results for the purpose of maintaining and supporting the software used to provide the security assessments and otherwise providing the Services.

1.5 Portal Access/License Restrictions. The End Customer 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. The End Customer may use the Portal only for the End Customer'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.



## 7 SPECIAL PROVISIONS APPLICABLE TO MEF TESTING AND CERTIFICATION ENGAGEMENTS

**If MEF Testing and Certification is being provided click here to insert MEF provisions:** 

1.1 MEF membership. As a condition to Spirent's performance of the Services, the End Customer must be a MEF Forum ("MEF") member in good standing at the time the Services are performed, as the term "member" is defined by the MEF bylaws found here: <https://www.mef.net/membership/bylaws>. The certification Services shall be provided under a certification program developed and implemented by the MEF for its members.

1.2 Rented Hardware and Software. The End Customer agrees to rent the equipment from Spirent which is listed in Exhibit C to this SOW (the "Rented Hardware") for the Rental Charge set out in Exhibit C ("Rental Charge"). The Rental Charge is exclusive of freight charges and does not include sales, use or other similar taxes. The End Customer agrees to pay such freight charges and taxes when invoiced by Spirent. The End Customer agrees to pay the Rental Charge covering the Rental Initial Term (defined below) and any Rental Renewal Period (defined below) in advance or net thirty (30) days after receipt of an invoice from Spirent upon approved credit. The following provisions apply to Rented Hardware:

(a) The term of this SOW shall commence upon delivery of the Rented Hardware to the End Customer's location designated on Exhibit C ("Rental Effective Date") and shall continue for the rental initial term set out in Exhibit C ("Rental Initial Term"). The term of the rental shall continue on a month-to-month basis thereafter until the End Customer returns the Rented Hardware to Spirent ("Rental Renewal Period") in good condition (other than normal wear and tear) packed in its original packing materials, together with all documentation, diskettes and other material provided by Spirent, freight prepaid to the above referenced address after first receiving a return authorization number from Spirent's sales administration department. Upon termination of this SOW, the End Customer shall return to Spirent all Rented Hardware (which shall include the Software as defined below). Any such return that is more than ten (10) days after the end of the Rental Initial Term or any Rental Renewal Period shall be subject to a full month's Rental Charge.

(b) Title and full ownership rights in and to the Rented Hardware shall remain exclusively with Spirent during the term of this SOW. The End User may keep the Rented Hardware only at the location specified in Exhibit C and shall not remove the Rented Hardware from such location without the prior written consent of Spirent. The End Customer understands and agrees that the Rented Hardware is for use only by Spirent and shall not be transferred, assigned, sublicensed, pledged or otherwise disposed of, encumbered to any person or entity without the prior written consent of Spirent. The End Customer shall bear all risk of loss or damage to the Rented Hardware from the time of delivery until its return to Spirent.

(c) In the event that the End Customer fails to pay any Rental Charges when due or breaches any other term or condition of this SOW, which is not cured within fifteen (15) days after notice thereof, Spirent, at its option, may terminate this SOW and Spirent may revoke the certification supplied under this SOW. Upon notice of termination from Spirent to the End Customer, the End Customer shall immediately return the Rented Hardware (with the Software, defined below) to Spirent, freight prepaid, and pay to Spirent all Rental Charges due under this SOW. The End Customer hereby authorizes Spirent at any time after such fifteen (15) day period to enter with or without legal process the premises where the Rented Hardware is located and take possession and control thereof.

(d) EXCEPT TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.

(e) The End Customer may purchase the Rented Hardware at any time during the Rental Initial Term or any Rental Renewal Term by issuing a purchase order at the price quoted by Spirent for such purchase. The End Customer's purchase of the Rented Hardware will be subject to Spirent's standard terms and conditions of sale.

(f) With regard to the software, including embedded or pre-installed software in Spirent Rented Hardware (the "Software"), the End Customer is granted a limited, non-exclusive license to take possession of the Software with the Rented Hardware as set out herein. The End Customer acknowledges that the components of the Software are subject to copyrights owned by Spirent or its licensors and the Software is licensed, and not sold or rented, to the End Customer. The End Customer is prohibited from modifying or permitting anyone else to modify the Software or any module or other portion thereof. The End Customer is prohibited from copying or duplicating, or permitting anyone else to copy or duplicate the Software or any module or other portion thereof. In addition to the other restrictions in this SOW, and other than as may be required or impermissible by applicable law or third-party licenses, the End Customer shall not, and shall not permit others to: (i) use the Software; (ii) create derivative works, distribute, transmit, license or otherwise transfer the Software directly or through third parties; (iii) reverse engineer, disassemble, decompile the Software or any component of the Software or otherwise attempt to obtain the source code of the Software; (iv) use the Software in a service bureau environment nor use the Software to process any data other than the End Customer's own internal data; or (v) use the Software for any illegal or malicious purpose or to access any information not owned by the End Customer or for which it does not have express permission to access; (vi) tamper with, or attempt to circumvent or disable, any license key; or (vii) use the Software on any networks, devices or applications not owned or controlled by the End Customer. The Software may contain certain devices or mechanisms that Spirent may use to disable or terminate the Software upon the breach or termination of the End Customer's license thereto.

1.3 Test Reports. For clarification Spirent may disclose Test Reports to the MEF to enable MEF to administer and enforce MEF certification programs under which such Test Reports are related. If, as a result of testing, the End Customer's products or services are certified for conformance with a MEF Standard in accordance with a MEF certification program, MEF will list such product in MEF's online certification registry. Otherwise, MEF has agreed in writing to maintain the confidentiality of all such Test Reports and the information contained therein.

1.4 NDAs. The parties' rights and obligations set forth in this SOW 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 SOW. To the extent reasonable, this SOW 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.

1.5 License to Test Reports. The parties acknowledge and agree that the results of the tests (the "Test Reports") shall be owned by the End Customer and shall be treated by Spirent as Confidential Information of the End Customer. Subject to such confidentiality requirements, the End Customer agrees to grant and does hereby grant to Spirent a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, assignable, sub-licensable (including through multiple tiers), non-transferable license and right to use, reproduce, modify, create derivative works of, perform, distribute or display, the Test Reports or results contained therein for the sole purposes of providing testing Services to the End Customer and/or maintaining and improving Spirent's testing-related methods, technology, equipment, software, and services for all of its customers.

RENTED HARDWARE AND SOFTWARE DETAILS ( TO BE COMPLETED FOR MEF TESTING AND CERTIFICATION RENTAL EQUIPMENT ONLY)

If MEF Testing and Certification is being provided with Spirent rental equipment, click here to insert equipment rental provisions: 