

Spirent Communications

Hardware-Software-Support & Maintenance Master Agreement (“HS Master Agreement”)

Cover Sheet for Customer contracts

THIS HS MASTER AGREEMENT is made between the Spirent entity and the Customer entity named below and applies to:

- the sale to the Customer of Spirent hardware;
- the licensing to the Customer of Spirent software; and
- the provision to the Customer of Spirent maintenance and support services.

Spirent Entity: Spirent Entity Address:	Customer Name: Customer Address:
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BACKGROUND

The Customer wishes to place orders with Spirent from time to time, for (a) the supply of certain Spirent hardware and/or (b) the licensing of Spirent software and/or (c) the provision of certain Spirent maintenance and support services, in each case as specified in more detail in the orders, quotations or other documents agreed between the parties.

IT IS AGREED AS FOLLOWS

1. **Formation of Agreement.** By signing this Cover Sheet, Spirent and the Customer are entering into a binding agreement (the “Agreement”) that consists of:
 - (i) this Cover Sheet;
 - (ii) the applicable Terms and Conditions of Sale (as stated in the Particulars below);
 - (iii) the applicable End User License Agreement (as stated in the Particulars below); and
 - (iv) the applicable Maintenance and Support Agreement (as stated in the Particulars below);and

- (v) any other relevant documents referenced in any of the foregoing, including any such documents on the Spirent website at www.spirent.com.

The documents referenced in Sections 1(ii) to (v) above are referred to in this Agreement as the “Ancillary Documents”.

2. **Terminology.** References in the Ancillary Documents to (a) “Spirent”, “the Company” and “the Seller”, and (b) “Customer”, “the Purchaser” and “the Buyer”, shall be deemed to have the meanings respectively assigned to those terms in the relevant document.
3. **Controlling Terms.** The parties agree that the terms and conditions set out in this Agreement (including the Ancillary Documents) prevail over all terms on any purchase order that the Customer may issue to Spirent, and that Spirent shall not be bound by any terms or conditions which are inconsistent with the terms and conditions set out in this Agreement. All purchase order acceptances are expressly conditioned upon the Customer’s unqualified acceptance of these terms and conditions.
4. **Governing law and jurisdiction.** Except to the extent the Ancillary Documents contain a different provision as to governing law and jurisdiction in relation to their subject-matter, this Agreement shall be governed by and construed in accordance with the laws stated in the Particulars below, without regard to conflict of law principles or the U.N. Convention on Contracts for the International Sale of Goods or the Uniform Commercial Code. Each party hereby submits to, and waives any objection to, the jurisdiction and personal jurisdiction in relation to any claim, dispute or law suit that may arise under this Agreement. This Agreement shall be enforceable and judgment upon any award rendered may be entered in any Court having jurisdiction.

PARTICULARS

1. Effective Date	
2. Terms and Conditions of Sale of Hardware	
3. End User License Agreement for Software	
4. Maintenance and Support Agreement	
5. Payment terms	
6. Shipment arrangements	
7. Address for Notice – Spirent	
8. Address for Notice – Customer	
9. Governing law and jurisdiction	<p>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.</p> <p>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.</p>

<p>9. Governing law and jurisdiction (continued)</p>	<p>If the contracting party is Spirent Communications (Asia) Ltd. or Spirent Communications (India) Pvt. 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</p> <p>If the contracting party is Spirent Communications SAS, then this Agreement shall be governed by and construed in accordance with the laws of France, 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 Versailles in relation to any claim, dispute or difference that may arise hereunder. This Agreement shall be enforceable and judgment upon any award rendered may be entered in any Court having jurisdiction.</p>
<p>10. Special provisions</p>	

IN WITNESS WHEREOF, the parties have signed this HS Master Agreement by their authorized officers as of the Effective Date stated above.

Spirent	Customer
By	By
Name	Name
Title	Title
Date	Date