

## Virtual Instruments Description of Service for the Baseline Product Family

**Background.** This document contains a Description of Service (“DOS”) for Virtual Instruments Corporation’s (“Virtual Instruments”) Baseline for Existing Customers Services identified by the following part numbers: (1) PS Baseline ProbeSW and (2) PS Baseline ProbeSW-FC/NAS.

Virtual Instruments will perform the services described herein (“Services”) provided that (1) Virtual Instruments issues, and the ordering party (“Purchaser”) accepts, a quote referencing the part number(s) given above; and (2) Virtual Instruments and the Purchaser are bound by terms and conditions that incorporate by reference this document. If no such terms and conditions have been agreed upon between us, Virtual Instruments will perform the Services on an “AS IS” basis without warranties of any kind. The recipient of the Service is the customer (“Customer”). The Purchaser of the Service may be either the Customer or Virtual Instruments’ authorized reseller or distributor (“Partner”). If Partner is the Purchaser, then Partner must either facilitate direct communication between Virtual Instruments and Customer or secure from Customer all required access, instructions and other commitments outlined in this DOS for Virtual Instruments to perform the Service.

To purchase these Services or inquire about this or other Virtual Instruments service offerings, please contact sales@virtualinstruments.com.

**SERVICE DESCRIPTION AND SCOPE.** The Baseline Assessment Service for Existing Customers (“Service”) is designed to monitor and analyze the current state of a customer environment using an existing deployment of Virtual Instruments’ VirtualWisdom Server software-only product (PS Baseline ProbeSW); or for customers with software and hardware products such as SANInsight Traffic Access Points (“TAPs”) and TAP Patch Panel Systems (“TPPs”), and VirtualWisdom Performance Probes (PS Baseline ProbeSW-FC/NAS). The service entails monitoring and analysis of the monitored environment to identify current or potential problems with performance, configuration, utilization and other agreed-upon areas. Virtual Instruments will perform a review with the Customer at the conclusion of the Service to discuss findings and discuss their implications. The final output is a comprehensive report of analysis and findings, including areas such as performance, latency, utilization, load balancing, connectivity of the monitored environment, with recommendations for next steps.

The Service includes the following resources and tools: one (1) remote consultant and one (1) customer-deployed portal server instance, up to thirty-two (32) tapped storage links (PS Baseline ProbeSW-FC/NAS

only), and 5,120 switch ports (equivalent to ten director-class switches). The Service must be complete within four (4) weeks from the time the project begins.

The Services will be provided during normal business hours (Monday through Friday, 8:00 AM – 5:00 PM) at the monitored location. To the extent the Services are provided remotely, they will be provided in the range of 7:00 AM – 5:00 PM Pacific Time US unless both companies agree to an alternative work schedule. Virtual Instruments requires five (5) business days advance notice prior to scheduling any work related to these Services; ten (10) days if travel is required.

**ACTIVITIES.** The Service entails the following activities:

1. Project management to prepare for the monitoring. A Virtual Instruments Project Manager will:
  - a. Coordinate Virtual Instruments resource schedules with the Customer’s schedule, including calls, web meetings, and onsite work.
  - b. Coordinate further distribution of materials required during the service.
2. Verify the following: (a) the VirtualWisdom software deployment is complete (no physical layer errors) and is collecting data from all collection points; (b) verify that standard reports show the collected data.
3. One week of remote monitoring of the VirtualWisdom software on a once per daily basis to review collected monitoring data. Includes up to five webinars, of up to one hour in duration, with the Customer during the week to review the collected data and initial analysis and findings.
4. One week of remote analysis and reporting on findings. Creation of a report of findings on the selected areas of focus.
5. Final webinar to review analysis and findings with the Customer.

**ESTIMATED START DATE.** The Service will commence on a mutually agreeable date following receipt of a valid purchase order from Purchaser.

**PROJECT COMPLETION.** Upon completion of the Service or milestone, whichever is earlier, Virtual Instruments will provide to the Purchaser a written notification of Service or Milestone completion, requesting signature by an authorized representative of the Purchaser to Virtual Instruments. The Purchaser will sign and return the notice to Virtual Instruments or, in lieu of a signature, may confirm its acceptance via email from their authorized representative to the Virtual Instruments project manager or Virtual Instruments representative. Signature or email acceptance constitutes acceptance, after which the Purchaser will be invoiced for the fees described in their purchase order. The Purchaser has ten business days to respond to the notice of completion, after which, the

Services and Deliverables will be deemed accepted. Pursuant to the Purchaser's written notice of non-acceptance, Virtual Instruments will, in good faith, promptly attempt to address the reported nonconformities.

Upon the conclusion of the Services, Virtual Instruments, with the assistance of the Customer, will remove the Tools (as applicable) from the Customer sites.

#### **Milestones**

1. (25%) Data collection complete; achieved when the data that will be used to produce the Deliverables has been collected and sent to Virtual Instruments for analysis;
2. (100%) Achieved when the Deliverables have been provided to the Customer.

**SERVICE REQUIREMENTS.** The Service entails the following activities to be completed by Customer or Partner, as applicable:

1. Designation of a Partner or Customer (as applicable) project manager to whom all communications shall be addressed. The project manager will provide (a) information and resources in a timely manner as needed by Virtual Instruments to enable Virtual Instruments to complete the Service described in this DOS; and (b) will provide logical and physical access as required by Virtual Instruments to complete the Service; and (c) will be readily available and on-site as and when required by Virtual Instruments for the duration of the Service.
2. Ongoing communication between Customer and/or Partner personnel with the designated Virtual Instruments personnel and make their appropriate staff available (such as network, system and storage administrators) to participate in the project activities as required, during or outside of normal business hours.
3. For any remote Services that require access to the Customer's VirtualWisdom server(s), a client system to run a web session (such as GoToMeeting® or WebEx®) or enabled Virtual Instruments RemoteWisdom® remote desktop access.
4. Ensure that instrumented host systems, switches and storage components are on-site or accessible remotely and functional.
5. Prompt feedback and response to Virtual Instruments requests, particularly concerning data, documentation and attendance.
6. For the duration of the Service, Virtual Instruments will also require:
  - a. Ongoing network access to devices and applications to be discovered and monitored by Virtual Instruments.

- b. A copy of the VirtualWisdom database for remote analysis if requested by Virtual Instruments.
7. If any portion of the Service must be rescheduled, Purchaser agrees to provide at least ten (10) business days advance written notice to Virtual Instruments. Failure to provide timely notice may result in additional costs billed to Purchaser for rescheduled travel.

Failure to comply with these requirements may inhibit or prevent Virtual Instruments' ability to provide the Service.

**TRAVEL AND EXPENSE GUIDELINES.** For this engagement, travel expenses are not included in the Service. Purchaser will reimburse Supplier for any reasonable and actual travel expenses incurred solely in connection with services furnished under this DOS.