

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

**Background.** This document contains a Description of Service (“DOS”) for Virtual Instruments Corporation’s (“Virtual Instruments”) QuickStart services identified by the following part numbers: (1) PS QuickStart ProbeSW-VM and (2) PS QuickStart ProbeSW-VM-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](mailto:sales@virtualinstruments.com).

**SERVICE DESCRIPTION AND SCOPE.** The VirtualWisdom QuickStart service is designed to jumpstart the deployment of Virtual Instruments’ VirtualWisdom Management software with either a Platform Appliance 4210/4220 or a Virtual Edition Platform, and associated hardware products (PS QuickStart ProbeSW-VM-FC/NAS only) such as SANInsight Traffic Access Points (“TAPs”) and TAP Patch Panel Systems (“TPPSs”), and VirtualWisdom Performance Probes. These Services combine deployment services and both on-site and remote training to assist customers with their solution deployment and launch.

The Service includes the following resources and tools: one (1) onsite consultant, one (1) remote consultant, up to two (2) locations within 60 miles of each other, thirty-two (32) tapped storage links (PS QuickStart ProbeSW-VM-FC/NAS only), 15,360 switch ports (equivalent to thirty director-class switches), five (5) virtual server host environments and five (5) storage nodes. The Service must be complete within twelve (12) 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 hardware and software deployment. 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. Provide deployment preparation materials to the Customer, collect them when completed and distribute as appropriate to Virtual Instruments staff.
  - c. Coordinate further distribution of materials required during the service.
2. (PS QuickStart ProbeSW-VM-FC/NAS only) Web-based training on technology and best practices for installation and insertion of TAPs. Training will last no more than one hour and will cover the following topics: TAP technology, best practices for TAP deployments and testing. Please note Virtual Instruments is not responsible for the installation and insertion of the TAPs and routing of the optical cabling from the TAPs to the rack location of the Virtual Instruments devices.
3. Installation and configuration of the VirtualWisdom software and hardware per the limits stated above. Installation will follow Virtual Instruments’ standard installation methodology and documentation.
4. Verify that the VirtualWisdom software is collecting data from the probes, and verify that standard reports show the collected data.
5. Hands-on VirtualWisdom administration training for installed products for up to two students, to be delivered immediately following the installation activities. VirtualWisdom administrators are those who will be responsible for the general administration and configuration for the VirtualWisdom system going forward. Training consists of:
  - a. Students performing product installation, deployment, and configuration under the guidance of Virtual Instruments personnel.
  - b. A basic product tour to increase the students’ awareness of critical product features.
6. Hands on operational training for up to six students, in addition to the two administrative students, on product use of VirtualWisdom, to be delivered in four to six weekly remote sessions (or more frequently if the Customer desires) in the weeks following the on-site activities.

7. At Virtual Instruments' discretion, a copy of the Customer's VirtualWisdom database may be requested for additional analysis that will be conducted at Virtual Instruments' offices.
8. Transfer of Knowledge session, performed remotely, to review a summary of findings, optimization recommendations and to perform any remaining VirtualWisdom operational tuning deemed appropriate by Virtual Instruments.
9. Service is limited to a single data center deployment located within a sixty-mile radius from a major regional airport, or to two data centers within a one-hour drive from each other and within a thirty-mile radius from a major regional airport.

**ESTIMATED START DATE.** 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. 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.

**Milestones**

1. (50%) Installation and training complete; achieved when the on-site installation, configuration and training activities have been completed;
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. Completion of the deployment checklist prior to Virtual Instruments scheduling the on-site portion of the Service.
3. Ongoing access to a work area with a telephone, Internet access, with access to any facilities and systems necessary for completion of the Service.
4. 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.
5. 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.
6. For any on-site Services, either temporary access badges for Virtual Instruments personnel to access secure computing areas or an authorized resource to allow Virtual Instruments and Virtual Instruments personnel entry and exit to and from secure computing areas.
7. Ensure that instrumented host systems, switches and storage components are on-site or accessible remotely and functional.
8. Prompt feedback and response to Virtual Instruments requests, particularly concerning data, documentation and attendance.
9. (PS QuickStart ProbeSW-VM-FC/NAS) After Virtual Instruments' delivery of web-based TAP-in best practices training, Customer or Partner will insert the TAPs before the arrival of the Virtual Instruments delivery consultants.
10. 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.
11. 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, all travel expenses are included in the

Service. Purchaser will reimburse Virtual Instruments for any additional reasonable and actual travel expenses above and beyond that are authorized in advance by Purchaser in writing and incurred solely in connection with services furnished under this DOS.