

Virtual Instruments Description of Service for Capacity Profiling for Storage Product

Background. This document contains a Description of Service (“DOS”) for Virtual Instruments Corporation’s (“Virtual Instruments”) Capacity Profiling for Storage Services identified by the following product name: PS-CAP-PROF.

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 Capacity Profiling for Storage Service is designed to provide a storage capacity assessment for one monitored storage array. The data that will be used in the analysis will be collected from the Customer’s existing deployment of VirtualWisdom Server software product and associated hardware products such as SANInsight Traffic Access Points (“TAPs”) and TAP Patch Panel Systems (“TPPSs”), and VirtualWisdom SAN Performance Probes. Other required data will be provided by the Customer. Deliverables may include: (1) lists of hot/cold LUNs, storage port utilization, storage path analysis and relevant capacity information; (2) visualized data via charts and CSV files; and (3) a session with Virtual Instruments Services experts, with a duration of up to four (4) hours, to explain the capacity findings and to provide actionable advice.

The Service includes the following resources and tools: one (1) remote consultant and one (1) location; one (1) storage array will be analyzed. The Service must be complete within two (2) 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

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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. A Virtual Instruments Project Manager will:
 - a. Coordinate Virtual Instruments resource schedules with the Customer’s schedule, including calls and web meetings.
 - b. Provide deployment preparation materials to the Customer, collect them when completed and distribute as appropriate to project staff.
 - c. Coordinate further distribution of materials as required during the service.
2. Verification that the VirtualWisdom software is collecting healthy data from the probes, and verification that standard reports show the collected data.
3. Remote activities are limited to reviewing the collected data and performing initial analysis and findings. Monitoring and analysis will focus on specific mutually agreed to areas.
4. 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.

Milestones

1. (20%) Project inception; achieved when the initial data required for the analysis has been collected;

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 SOW; 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 remote 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. Ensure that instrumented host systems, switches and storage components are on-site or accessible remotely and functional.
7. Prompt feedback and response to Virtual Instruments requests, particularly concerning data, documentation and attendance.
8. If any portion of the Service must be rescheduled, Customer and/or 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.