



**Virtual Instruments Corporation**

**Maintenance and Support Services Supplement**

Last updated on November 26, 2013.

This Maintenance and Support Services Supplement (“Supplement”) states Virtual Instruments’ current policies and procedures for maintenance and support (“Support Services”) applicable to Virtual Instruments hardware and software products (“Products”) purchased by you (“Customer”) from Virtual Instruments or from Virtual Instruments’ authorized resellers or distributors (“Channel Partner”).

**1. General Policies**

***1.1. Payment of Fees Required***

Virtual Instruments will only provide Support Services for Products for which Virtual Instruments has received applicable Support Services fees. For any support or maintenance services not covered by this Supplement, please contact Virtual Instruments to discuss our time and materials services offerings. Any additional services not covered by this Supplement provided by Virtual Instruments will be subject to Virtual Instruments’ then-current, standard terms, conditions and charges.

***1.2. Support Period***

Unless otherwise agreed to in writing by Virtual Instruments, Support Services commence on the date of purchase of the Products and are provided for a period of twelve (12) months thereafter.

Unless otherwise agreed to in writing by Virtual Instruments, Support Services will automatically renew for successive annual periods unless Virtual Instruments receives written notice of cancellation of an upcoming annual Support Service prior to the renewal date.

***1.3. Exclusions***

Virtual Instruments will have no obligation to provide Support Services:

1. For Products that were altered, modified, mishandled, or damaged by anyone other than Virtual Instruments
2. For Products that were not installed, operated, repaired, or maintained by anyone other than Virtual Instruments in accordance with Virtual Instruments’ specifications, documentation and instructions



3. On Products that have been misused outside of the environmental specifications for that Product, or operated in an environment, in a manner, or for a purpose for which they were not designed or licensed
4. If a problem is determined to be caused by or originate with a Customer's or a third party's network, systems, hardware, software, or other problem beyond the reasonable control of Virtual Instruments
5. With respect to Virtual Instruments equipment, if the original identification marks have been removed or altered
6. With respect to software which is installed on hardware other than that for which it was licensed
7. For Products that are no longer supported per Virtual Instruments' "Product Lifecycle and End Of Life Policy" located at the URL [http://www.virtualinstruments.com/corporate\\_info](http://www.virtualinstruments.com/corporate_info), or its successor URL designated by Virtual Instruments, or other versioning policy set forth or referenced in this Supplement.
8. If doing so results in a violation of applicable laws or regulations or third party rights
9. For Products not purchased from Virtual Instruments or a Channel Partner
10. If Customer has not installed an Update which corrects the reported problem
11. For Unsupported Programs or Evaluation Products, including any experimental or beta releases of the Products.

#### **1.4. Product Lifecycle and End of Life Policy**

Virtual Instruments' Product Lifecycle and End Of Life Policy is designed to help Customers manage the end-of-life transition for the Products. Support is provided for Products that are Current, Limited Distribution, or Limited Support. Support is not provided for Products that are declared End of Life.

#### **1.5. Reinstatement of Support Services**

Unless otherwise agreed to by Virtual Instruments in writing, if Support Services lapse, a reinstatement process will apply. Customer may be granted a thirty (30) day grace period after the termination of Support Services to complete the renewal of an upcoming Support Services plan, and not be considered lapsed if the Customer is taking prompt and diligent steps to complete such renewal process.

If Support Services are not reinstated for the entire purchased Product set, or are purchased for a subset of the Products ordered, Support Services pricing discounts may be eliminated and renewal pricing set at then-current list pricing.

Unless otherwise agreed to by Virtual Instruments in writing, reinstatement requires payment of Support Services fees for the lapsed period (that is, the period commencing on the date of termination of prior coverage through the reinstatement date) plus the one (1) year period from the reinstatement date forward. A reinstatement fee of an additional 25% of lapsed period fees may also be required.



For hardware Support Services, reinstatement may be subject to a Product audit to determine whether the hardware is in proper working order. The hardware Product audit may be conducted either by returning such Products to Virtual Instruments or by an onsite visit by Virtual Instruments professional services. In either case, Customer will be responsible for applicable fees to be calculated at Virtual Instruments' then-current time and materials rates, plus applicable reasonable shipping and handling and/or travel expenses related to the audit. Customer is responsible for all costs associated with returning all hardware Products to proper working condition prior to reinstatement.

### **1.6. Customer Responsibilities**

To enable Virtual Instruments to service Customer, Customer agrees to promptly and at no charge to Virtual Instruments:

1. Notify Virtual Instruments when Products fail.
2. Provide remote access to the Products, such as through the use of Virtual Instruments' RemoteWisdom and the use of desktop sharing technology.
3. Promptly notify Virtual Instruments of any changes to, or movement of, the configuration of a Product by anyone other than Virtual Instruments. Virtual Instruments reserves the right to inspect and evaluate the changes in configuration or location at Virtual Instruments' then-current time and materials terms, conditions and rates. Additional Support Services charges, if any, related to any such changes in configuration or location, shall apply from the date the change took place.
4. When handling the Products, at all times follow and comply with best practices with regards to EMP protection as instructed by Virtual Instruments.
5. Provide the following when opening a case:
  - Detailed description of the problem
  - Serial number of Product component with the issue, where applicable
  - Copy of VirtualWisdom database, where applicable
  - Copy of diagnostic logs, where applicable
  - Customer's assessment of the severity level and impact of the problem
  - An indication of the activity that was being performed when the problem occurred
  - Software version of VirtualWisdom and firmware version of applicable hardware
  - Configuration data
6. For hardware related problems:
  - Provide a contact at the affected site who can work with Virtual Instruments to validate the failure. This may include, but is not limited to performing the following under the remote direction of Virtual Instruments:
    - Physical inspection of the product
    - Checking and reporting to Virtual Instruments the status of indicator lights and display readouts
    - Power cycling the product
    - Inspecting, cleaning, moving cabling



7. Perform the physical replacement of the hardware. This can be accomplished with Virtual Instruments providing remote support or contracting with a third party provider or Virtual Instruments professional services at the Customer's expense.
  - Replacement of complete products
  - Replacement of simple Field Replaceable Units (such as SFPs, power supplies and fan trays)
8. Inspect and clean, as required, physical layer SAN components, including cables, cable adapters and SFPs.
9. In rare cases where on-site work by Virtual Instruments is required: furnish necessary access to Product and/or facilities to perform on-site Support Services, if applicable, including providing suitable work space, computers, power, light, phone, software and equipment reasonably required by Virtual Instruments.

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

### **1.7. Third Party Vendor Support Terms**

To receive Support Services, Customer must remain on a supported environment for all pre-requisite or associated products, programs and platforms.

If a vendor retires support for its product, Customer may be required to upgrade to a current certified program, hardware platform, framework, database and/or operating system configuration to continue receiving Support Services from Virtual Instruments.

### **1.8. Unsupported Programs**

Virtual Instruments is not obligated to perform Support Services for any Products for which Support Services have expired or been terminated ("Unsupported Programs").

Customer may not use any Products purchased or downloaded for trial use, or programs supplied as replacement media, to update any Unsupported Programs.

### **1.9. Remote Access**

Customer agrees to provide Virtual Instruments with remote access to supported Product for troubleshooting and diagnostics access when necessary. Customer acknowledges and agrees that accurate Product installation location information is essential to providing Support Services, and that remote access to the Products on Customer's network may be required to diagnose or resolve a support problem.

Customer acknowledges and agrees that if Customer disables or impedes the operation of all or any portion of remote access capabilities, Customer will impact Virtual Instruments' ability to provide early detection and prompt resolution of problems. Customer further acknowledges and agrees that the inability to remotely access the Products will increase the cost to Virtual



Instruments of providing Support Services, and may result in an increase in Support Services fees to Customer, or in separately billable services.

Virtual Instruments will not be responsible for any Product replacement or repair delays caused by the inability to remotely access the Products.

### **1.10. RemoteWisdom**

RemoteWisdom is included as a standard component of VirtualWisdom and is designed to provide enhanced support of VirtualWisdom. RemoteWisdom provides Virtual Instruments' staff with access to key historical performance data enabling Virtual Instruments staff to efficiently identify and troubleshoot issues across the Virtual Instruments and SAN infrastructure. Such data does not contain any personally-identifiable information.

If RemoteWisdom is not installed as part of Customer's VirtualWisdom installation, Customer acknowledges and agrees that Customer may be requested to provide logs and diagnostics that otherwise may have been collected by RemoteWisdom. Customer further acknowledges and agrees that the administration and data collection process may be repetitive and may introduce delays to the resolution of the reported issue.

Virtual Instruments strongly recommends the deployment of RemoteWisdom for all VirtualWisdom deployments.

## **2. 24 x7 Support Offering Description**

### **2.1. Support Availability**

Support Services are provided Monday through Friday during local business hours in North America and Europe, excluding holidays.

Local business hours are 8:00 A.M. to 5:00 p.m. PST (Pacific Time) for North American purchased Products, 8:00 to 17:00 GMT for UK, European, Middle East and Africa purchased Products.

Assistance with Severity 1 and Severity 2 service requests (defined below) is provided on a 24 x 7 basis.

### **2.2. Customer Portal**

Virtual Instruments provides a web-based support portal for Customers covered by Support Services ("Portal"). The Portal is available on a 24 x7 basis. The Portal provides:



- The ability to open new service requests, provide updates, check incident's status, and close existing service requests
- Announcements of new software and firmware releases
- Customer Alerts
- Product documentation and other technical information
- Opportunity to provide web-based suggestions for enhancements

Virtual Instruments will provide Customer's technical contacts with unique logins to the Portal for secure access.

Inactive Portal accounts may be deactivated. A Portal is considered inactive if the account was created more than 6 months ago, but Customer has not logged in within the last 6 months. Portal accounts that were deactivated can be reactivated upon request by sending an email to [support@virtualinstruments.com](mailto:support@virtualinstruments.com).

### **2.3. Email Support**

Customer's technical contacts will have access to email support during the hours described in the section entitled "Support Availability." Customers may use email to open new service requests, provide updates, check the status on existing service requests, and close existing services requests. Customers may also use e-mail to send supporting documents for Service Requests logged by other methods.

Please direct all Support Services e-mail messages to Virtual Instruments at [support@virtualinstruments.com](mailto:support@virtualinstruments.com).

### **2.4. Telephone Support**

Customer will have access to telephone support for Customer's technical contacts during the hours described in the section entitled "Support Availability."

Customer may contact Virtual Instruments by telephone to open new service requests, provide updates, status on existing service requests, and close existing services requests.

All Severity 1 and Severity 2 issues logged during non-business hours may be logged through the Portal or via email, but also require logging by telephone to receive the appropriate timely response.

Please direct all Support Services telephone requests to Virtual Instruments at: +1 408-579-4100.

### **2.5. Technical Contacts**



Customer may designate two (2) named individuals as "Technical Contacts". These Technical Contacts will be the sole liaison between Customer and Virtual Instruments, and will be responsible for (i) overseeing Customer's Support Services request activity, and (ii) developing and deploying troubleshooting processes within Customer's organization.

In order to log support calls with Virtual Instruments Customer's technical contacts must meet the following criteria to ensure that questions are initially vetted by Customer through qualified technical personnel. The technical contacts must:

1. Be trained on the Virtual Instruments Product
2. Understand the installation/configuration of VirtualWisdom in that environment
3. Determine if the problem can be reproduced to facilitate troubleshooting
4. Act as an interface between the end user and Virtual Instruments to interpret and give context to end user questions and issues
5. Collect log files and other needed information as requested by Virtual Instruments support
6. Implement changes and recommendations made by Virtual Instruments

If there is a need to have more than two (2) Technical Contacts, Virtual Instruments may, at Virtual Instruments' discretion, allow a limited number of additional Technical Contacts, provided those additional Technical Contacts meet the criteria listed above.

Virtual Instruments may review service requests logged by Customer's Technical Contacts and may recommend specific training to help avoid service requests that may be prevented by such training.

To avoid interruptions in Support Services, Customer must notify Virtual Instruments whenever Technical Contact responsibilities are transferred to another individual.

## 2.6. Severity Levels

For each service request, Virtual Instruments will assign an appropriate severity level according to the applicable business impact. Virtual Instruments will follow the guidelines below to assess the situation and designate the appropriate severity level.

| Severity Level           | Definition   |
|--------------------------|--|
| Severity 1<br>(Critical) | <ul style="list-style-type: none"><li>• An incident that results in a critical business impact for the customer's production monitoring system on which troubleshooting SAN problems is absolutely dependent.</li><li>• Customer experiences a complete or substantial loss of production SAN monitoring service from Virtual Instruments product(s) and that loss prevents the Customer from being able to troubleshoot a SAN problem that is causing a critical business impact.</li></ul> |
| Severity 2               | <ul style="list-style-type: none"><li>• An incident that results in moderate business impact for a</li></ul>   |





| Severity Level        | Definition   |
|-----------------------|--|
| (Significant)         | <p>Customer's production monitoring on which troubleshooting SAN problems is dependent.</p> <ul style="list-style-type: none"> <li>Customer experiences loss of certain non-critical functions within production SAN monitoring solution and that loss impacts the ability to troubleshoot a SAN problem that is causing a moderate business impact</li> </ul> |
| Severity 3 (Standard) | <ul style="list-style-type: none"> <li>An incident that results in minimal business impact for a Customer.</li> <li>Customer experiences interruption or slowness of certain non-essential functions within the SAN monitoring Products.</li> </ul>  |
| Severity 4 (Low)      | <ul style="list-style-type: none"> <li>An incident that results in no business impact for a Customer.</li> <li>Customer experiences no loss of service and the incident has no significant effect on the usability of the system.</li> <li>This level is typically involves questions, comments, product training and enhancement requests.</li> </ul>         |

### 2.7. Response Targets

For all cases logged with Virtual Instruments through the Portal or by email or telephone, Virtual Instruments will use reasonable efforts to respond to Customer within the time frame below.

| Incident Severity Level | Response Target   |
|-------------------------|-------------------|
| Severity 1              | 1 hour *          |
| Severity 2              | 4 hours *         |
| Severity 3              | Next business day |
| Severity 4              | 2 business days   |

\* **Please Note:** Virtual Instruments provides live 24 x 7 Support Services only for Severity 1 and Severity 2 level cases. In the event of a new Severity 1 or Severity 2 issue during **non-business** hours in addition to logging the case through the web portal or email, **Customer must place a call by phone at +1 408-579-4100.** The Response Target for non-business hour Severity 1 and 2 issues is defined as starting when the case is logged via telephone.

### 2.8. Program Updates

Except as otherwise defined in Virtual Instruments' agreement with Customer, an "Update" means a subsequent release of the program which Virtual Instruments makes generally available to customers current in the payment of Support Services fees at no additional charge. Updates do not include any release, option or future program that Virtual Instruments licenses separately, and does not include new products. Customer shall be





responsible for copying, downloading and installing the Updates on all Products covered by a Support Services offering.

Upon use of an Update, Customer agrees to remove and make no further use of any prior versions of the Products, and to protect such prior versions and Updates from disclosure or use by any third party by use of the same degree of care Customer use to protect Customer's own information of a similar nature and importance.

## **2.9. Product Changes**

In the course of performing Support Services, Virtual Instruments may make changes to the Products: (i) upon reasonable notice to Customer, when such changes do not adversely affect interchangeability or performance of the Products; (ii) when Virtual Instruments believes changes are required for purposes of safety, performance, or reliability; or (iii) when Virtual Instruments is required by law, regulation or other governmental order to do so. Customer agrees to give Virtual Instruments reasonable access to the Products for such purpose. Product changes include, but are not limited to, new firmware, updates or component changes that can be applied to the equipment.

## **3. Hardware Support**

### **3.1. General Description**

Virtual Instruments offers the following Support Services for hardware Products:

- **Preventive Maintenance**: When appropriate, Virtual Instruments may notify Customer proactively of maintenance steps that may prevent future problems.
- **Corrective Maintenance**: Virtual Instruments may take corrective action to restore equipment to normal operations. Virtual Instruments will work closely with Customer to diagnose the problem and plan the proper corrective action, and may require remote diagnostic access for detailed analysis and troubleshooting.

For Products in Limited Distribution, replacement parts or replacement units may be in the form of Current versions.

For Products in Limited Support, Virtual Instruments will make reasonable efforts to troubleshoot and take corrective action. Repairs and replacements will be made only as parts for that version are available. Current version replacements are not provided for Products under Limited Support.

### **3.2. Software Error Corrections**



Virtual Instruments will use its reasonable efforts to correct any reproducible programming error in the Product software attributable to Virtual Instruments with a level of effort commensurate with the severity of the error, provided that Virtual Instruments shall have no obligation to correct all errors in the software Product.

Upon identification of any programming error, Customer agrees to notify Virtual Instruments of such error and shall provide Virtual Instruments with enough information to reproduce the error. Virtual Instruments shall only attempt to correct errors that are (1) attributable to Virtual Instruments and (2) reproducible by Virtual Instruments on unmodified Product software as delivered to Customer.

Software error corrections for Products in Limited Distribution will be made available only in the latest maintenance release of that Product minor version. Software error corrections for Products in Limited Support will be made to the latest maintenance release of the latest minor release of that Product major version.

### **3.3. Return Materials Authorization (RMA) Process**

To initiate the RMA process, Customer must first open a support case with Virtual Instruments. If Virtual Instruments verifies that the Product is likely to be defective, Virtual Instruments will issue Customer an RMA number. All returned Products or parts require an RMA number. Customer may obtain an RMA number by contacting Virtual Instruments or logging a request via the Portal. The assignment of an RMA number requires Customer to fill out an RMA form which Virtual Instruments will supply. Virtual Instruments will provide specific shipping instructions along with the RMA number.

All hardware Products that require repair must be returned to Virtual Instruments in the original packaging, or packaging equivalent to or better than the original packaging with respect to movement restriction, padding and strength. Customer is responsible for removing and retaining any SFPs or blades or chassis which should not be included in the shipment.

As part of 24x7 support, all shipping costs are covered by Virtual Instruments. Virtual Instruments will provide pre-paid shipping labels for RMA and loaner shipping. For Products not covered by 24 x 7 Support Services, Customer is responsible for all shipping and handling fees associated with returning a Product to Virtual Instruments, and assume the risk of damage or loss in transit.

Virtual Instruments may replace or repair the Product with either a new or reconditioned Product. Failed TAPs covered by Support Services will be replaced with new TAPs as permanent replacements.

Customer is responsible for the physical replacement of the hardware. This can be accomplished with Virtual Instruments providing remote support or contracting with a 3rd party provider or Virtual Instruments Services at Customer's expense.

### **3.4. Advance Replacement Program**



For RMA's issued within the first thirty (30) days of the applicable warranty period, Virtual Instruments will use commercially reasonable efforts to ship an advance replacement unit via express delivery. For international shipments, delivery times may depend on international customs clearing and export/import laws and regulations. Advance replacement may not be available for all Products.

Customer is required to return the defective unit within thirty (30) days after Virtual Instruments ships the replacement. If Customer does not return the defective unit within this period, Virtual Instruments will invoice Customer, and Customer agrees to purchase the replacement unit at the then-current list prices for such Product.

### ***3.5. Spares Loaner Program***

For RMAs issued after the first (30) days of the applicable warranty period, Virtual Instruments may make spares available on a loaned basis until the defective equipment is repaired and returned. Loaners may not be available for all Products in which case the Product will be returned to Customer once Virtual Instruments has completed the applicable repair(s). Customer may only use a spare to replace a previously-purchased Product that is no longer operational and has been disconnected from the network and power supply.

The target ship date for non-critical spares (Severity 2, Severity 3 or Severity 4) is three business days. For critical situations (Severity 1) the target is one business day.

For all other Products for which Virtual Instruments loans spares to Customer, Customer must promptly (within thirty (30) days of receiving the repaired original Product) return the loaned spare to Virtual Instruments in accordance with Virtual Instruments' instructions. If Customer does not timely return a spare loaned to Customer, Virtual Instruments reserves the right to invoice Customer for the then-current list prices for the loaned spare, and Customer agrees to pay Virtual Instruments for such amounts.

### ***3.6. On-site Spares Replacement Program***

Virtual Instruments offers an onsite spares program to all Customers and certain eligible Channel Partners. This program enables Customer to maintain spares at Customer's location, dramatically reducing the time to replacement. This service offering is optimal for customers installing Products in a remote location or for mission-critical implementations.

Spares may be provided for a wide range, but not all, Products.

Spares for on-site replacement must be purchased separately. Spares may be racked and may be tested to ensure they are in proper working condition, but may not be left in a connected or powered on state other than for brief periods of testing. When a spare unit is placed into service, the unit it is replacing must be complete disconnected and powered down.



Customer must promptly notify Virtual Instruments upon replacing the spare unit. Please be prepared to provide all requested serial number information so Virtual Instruments can update Customer's Product profile in its Support Services systems. On replacement, the spare unit becomes subject to all terms previously applicable to the replaced Product, and the unit removed from production becomes a spare. If the unit removed from production has a current Support Services contract, it will then be repaired or replaced by Virtual Instruments under the terms in this document.

#### ***4. Changes to this Supplement***

Please note that Virtual Instruments may make changes to this Supplement from time to time as technology development drives changes in our Products and practices. The terms of this Supplement as of the date Customer initially places Customer's order for Support Services will apply without modification for the covered annual Support Services period.

Thereafter, if Customer renews or reinstates Support Services, the then-current terms in this Supplement at the time of such renewal or reinstatement shall apply with respect to each applicable renewed or reinstated period, unless Virtual Instruments and Customer agree otherwise in writing.