

Virtual Instruments Description of Service for the Expert Services Product Family

Background. This document contains a Description of Service (“DOS”) for Virtual Instruments Corporation’s (“Virtual Instruments”) Expert Services identified by the following part numbers: (1) PS Expert Svcs 5 Days Remote, (2) PS Expert Svcs 5 Days Onsite, (3) PS Expert Svcs 20 Days Remote and (4) PS Expert Svcs 20 Days Onsite.

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 Service offering is designed to provide bulk, time and materials consulting hours (flexible scope) to assist with any of the following kinds of activities relevant to a current deployment of Virtual Instruments’ VirtualWisdom Management Software product and associated hardware products such as SANInsight Traffic Access Points (“TAPs”) and TAP Patch Panel Systems (“TPPSs”), and VirtualWisdom Performance Probes: troubleshooting specific problem areas, implementation and/or configuration, training, baseline analysis according to best practices, and consulting (advice and direction) to help you progress along the IT Infrastructure and Operations Maturity Model (“I&OMM”). The exact scope of the Services that will be delivered will be largely at Customer’s discretion and direction working in conjunction with Virtual Instruments. Services will be delivered either onsite (PS Expert Svcs 5/20 Days Onsite) or remotely (PS Expert Svcs 5/20 Days Remote). The Service is limited to the number of days defined by the specific part number ordered and must be used within a twelve (12) month period that begins on the day of purchase. Each request for the Service will incur a four-hour minimum debit against purchased hours.

The onsite version of the Services will be provided during normal business hours (Monday through Friday, 8:00 AM – 5:00 PM) at the monitored location. The remote version of the Services will be provided remotely, during the hours Monday through Friday, 7:00 AM – 5:00 PM Pacific Time US unless both companies agree to an alternative work schedule. Work provided outside of these hours requires prior approval from Virtual Instruments and the Purchaser will be charged two hours for every hour worked. Virtual Instruments requires five (5) business days advance notice prior to scheduling any work related to these Services; ten business days for onsite Services.

ACTIVITIES.

The Service entails the following

1. Project management to prepare for and drive the execution of the Service. A Virtual Instruments project manager will:
 - a. Coordinate Virtual Instruments resource schedules with Customer’s schedule, including calls, web meetings, and remote or onsite work (depending on the Services purchased);
 - b. Provide 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. Skilled resources for up to the number of days agreed for the length of the agreement to provide services such as:
 - a. Implementation assistance;
 - b. Ad hoc training;
 - c. Direction related to configuration changes or advanced configuration(s);
 - d. Assistance with interpretation/analysis of collected data;
 - e. Proactive assistance and enablement relating to feature and functionality usage within the context of the specific monitored environment;
 - f. IT Infrastructure and Operations Maturity Model (“I&OMM”) progression facilitation;
 - g. Periodic Health Check scans or baseline assessment services; or
 - h. Assistance with troubleshooting storage-related incidents or outages.
3. Quarterly reporting on consumed hours in the form of an Excel spreadsheet.

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. 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. (0 – 100%) Virtual Instruments will issue monthly milestone completion forms showing the number of hours used each month.

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 onsite as and when required by Virtual Instruments for the duration of the Service.
2. (Onsite Services only) Ongoing access to a work area with a telephone, Internet access, with access to any facilities and systems necessary for completion of the Service.
3. 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.
4. (Remote Services only) 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.
5. (Onsite Services only) 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.

6. Ensure that instrumented host systems, switches and storage components are onsite or accessible remotely and functional.
7. Prompt feedback and response to Virtual Instruments requests, particularly concerning data, documentation and attendance.
8. 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.
9. 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.

USE OF VIRTUAL INSTRUMENTS PRODUCTS. To perform the Services, Virtual Instruments may employ proprietary network monitoring hardware and software products, including without limitation, VirtualWisdom Server and VirtualWisdom Performance probes ("Tools").

The Tools will be installed and used solely by Virtual Instruments personnel at the Customer's location on a temporary basis, solely in connection with and for duration of the Services and may not be used for any other purpose. No right, title or interest in or to the Tools is transferred to the Client. Software Tools will be used primarily by Virtual Instruments personnel. All rights of access and use of the Tools shall automatically expire upon completion of the Services. All Tools are provided on an "AS IS" basis without warranties, indemnities, or maintenance or support of any kind. All rights not granted by Virtual Instruments are reserved and prohibited. This Service does not entail any software development.

TRAVEL AND EXPENSE GUIDELINES. Travel expenses are included in the Onsite services.

For Remote services, 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.