

Virtual Instruments Description of Service for the Managed Service Product Family

Background. This document contains a Description of Service (“DOS”) for Virtual Instruments Corporation’s (“Virtual Instruments”) Managed Services identified by the following part numbers: (1) VIMS subscription activations: (a) PS VIMS Mngd Svc 3M, (b) PS VIMS Mngd Svc 6M, (c) PS VIMS Mngd Svc 1Y; (2) VIMS probe module monthly subscriptions: (d) PS VIMS Mngd Svc VM100 Mth, (e) PS VIMS Mngd Svc VM500 Mth, (f) PS VIMS Mngd Svc SW10K Mth, (g) PS VIMS Mngd Svc SW25K Mth, (h) PS VIMS Mngd Svc HW96L Mth., and (i) PS VIMS Mngd Svc HW192L Mth.

Virtual Instruments will perform the services described herein (“Services” or “VIMS”) 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 will consist of a number of months of Virtual Instruments Managed Services as defined by the VIMS subscription activation Services purchased and the VirtualWisdom footprint as defined by the VIMS probe module monthly subscription Services.

The Services are provided in support of an in-place deployment of VirtualWisdom at a Customer location. The Service is intended to provide ongoing, end-to-end, critical infrastructure performance monitoring of the Customer’s monitored environment and includes: health, utilization and performance (“HUP”) monitoring and interpretation, proactive event notification, and expert remediation guidance to help the Customer optimize its monitored environment. The Service also provides, on a

limited basis, support in the form of Urgent Incident Response (UIR) sessions.

The Service includes the following resources and tools: one (1) remote VirtualWisdom Operator, a variable set of matrixed Virtual Instruments personnel (as needed to support the VirtualWisdom Operator), one monitored location, quarterly UIR sessions and monthly HUP reports. The Service must be complete within the term specified in the quote, 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.

Urgent Incident Response may entail work outside of the above-established working hours at Customer’s request. While Virtual Instruments will make commercially reasonable efforts to accommodate Customer’s off-schedule assistance as part of Urgent Incident Response, Virtual Instruments does not guarantee that such a schedule can be accommodated.

The Services will generally be conducted remotely, but some travel may be required for certain aspects of the Services, as detailed below. This Service includes one trip of up to three (3) days duration for each calendar quarter (three months) of Services. Additional travel will be billed as incurred by Virtual Instruments.

The VirtualWisdom Operator may, on a pre-arranged and scheduled basis, and as determined reasonably by Virtual Instruments, employ additional Virtual Instruments personnel who will work on behalf of and under the guidance of the VirtualWisdom Operator. Such personnel may include, by way of example, a field-engineering technician focused on physical layer cable plant (inspection, cleaning, testing), or a senior-level engineer with a high level of expertise in VirtualWisdom, or an architect-level engineer with extreme expertise in analyzing VirtualWisdom metric data and patterns. Such additional resources may require travel to the Customer’s location.

ACTIVITIES. The Service entails the following activities:

Virtual Instruments will designate a VirtualWisdom Operator who is responsible for coordinating all activities to be conducted as part

of this Service and will be the single point of contact for the Customer.

The VirtualWisdom Operator will be generally responsible for technical account management and VirtualWisdom administration assistance:

- VirtualWisdom administration and data/metrics interpretation
- Monthly HUP reporting and reviews for the monitored environment
- Assisting the customer with documenting operational best practices selected by Customer and VirtualWisdom configuration selected by Customer
- Definition and maintenance of VirtualWisdom user configurations, alarm thresholds and reports at operator, administrator, and management levels for the monitored environment
- Assistance with maintaining deployment oriented records (e.g., TAP-in spreadsheets and nicknames) related to VirtualWisdom
- Assistance with operational process integration of VirtualWisdom with the Customer's daily operations (e.g., trouble tickets logged with Virtual Instruments support)
- Assistance with future-state infrastructure definition by leveraging VirtualWisdom's performance based capacity planning use case
- Ad hoc knowledge transfer to Customer staff regarding VirtualWisdom use, excluding formal classroom curricula or training
- The Services will at all times be strictly related to the operation of the VirtualWisdom deployed by the Customer. Portions of the Services are strictly contingent on the operation of VirtualWisdom within Customer's data center. Maintenance and Support services for VirtualWisdom are not in scope under this SOW.

Program Governance:

- Monthly remote program management and Service governance sessions
- Management of additional matrixed resources
- Management of monthly reporting activities
- Management of UIR sessions, limited as follows:
 - UIR sessions are limited in number and may only occur once per any 90-day period commencing at the Service start date. UIR sessions expire if not used in each 90-day period.
 - Engagement of Matrixed Personnel Resources requires four (4) hours' notice during normal business hours as prescribed above. If engagement is requested outside of established normal business hours,

best efforts will be made to engage Matrixed Personnel Resources as expediently as possible. All requests must be made via the assigned VirtualWisdom Operator.

- UIR response is strictly limited the monitored environment.
- Only one (1) UIR session can be active at any period of time.
- Each UIR session is limited to a total of twenty (20) hours across up to five (5) business days; no more than four (4) hours may be consumed in any 24-hour period.
- UIR may require travel.
- Management of specific infrastructure optimization use cases as applicable to the monitored environment. Examples of such use cases, which may or may not be applicable, are as follows:
 - Performance-based capacity planning
 - Application and storage array performance trending
 - Proactive monitoring of application deployment
 - Tiered storage performance validation and utilization trending
- Management of other goals defined and mutually agreed upon during monthly governance sessions.

It is understood and agreed that the Services may include advice and recommendations to Customer; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Customer. Virtual Instruments will not perform management functions or make management decisions for Customer. Specifically, Customer agrees that Customer, and not Virtual Instruments, shall perform the following functions: (i) make all decisions and perform all management functions related to Customer's monitored environment and all components thereof; (ii) designate only individuals who possess suitable skill, knowledge and experience to oversee the Services, and to evaluate the adequacy and results of such Services; (iii) accept responsibility for the results of such Services and for any decisions, practices, products, or processes implemented by Customer in its monitored environment.

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

MONTHLY DELIVERABLES. Virtual Instruments will provide the following to the Customer and/or Partner on a monthly basis:

- Account review and governance meeting minutes

- HUP reports
- Proactive event notification (if applicable for any particular month)
- UIR session reports (if applicable for any particular month)

The Customer must acknowledge via email the receipt of the monthly Deliverables no later than two (2) business days from receipt of Virtual Instruments' request. Deliverables not specifically acknowledged will be deemed satisfactorily delivered and accepted by Customer.

SERVICE REQUIREMENTS. The Service entails the following activities to be completed by Customer:

1. Designation of a Customer Primary Contact to whom all communications shall be addressed. The Customer Primary Contact 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. Ongoing access to the Customer Primary Infrastructure Administrator. The Customer Primary Infrastructure Administrator will be the primary interface to the VirtualWisdom Operator. The Customer Primary Infrastructure Administrator works closely with the VirtualWisdom Operator and executes actions required by Virtual Instruments to perform the Service. The Customer Primary Infrastructure Administrator will promptly respond to Virtual Instruments' requests.
3. Knowledge transfer of the Customer's information technology service management plan and critical touch points between key Customer infrastructure groups, policies, processes, governance and systems.
4. For any on-site Services, ongoing access to a work area with a telephone, Internet access, with access to any facilities and systems necessary for the completion of the Service
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 remote desktop access. For the duration of the Service, Customer will also make remote access to VirtualWisdom available to Virtual Instruments resources via VPN or other preferred secure connection method.

6. 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.
7. 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.
8. Ensure that instrumented host systems, switches and storage components are on-site or accessible remotely and functional.
9. Prompt feedback and response to Virtual Instruments requests, particularly concerning data, documentation and attendance, including but not limited to providing VirtualWisdom database backups and requested reports.
10. If any portion of the Service must be rescheduled, Customer and/or Purchaser agree 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.

TRAVEL AND EXPENSE GUIDELINES. For this engagement, travel expenses up to the limits prescribed herein 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.