

Virtual Instruments Description of Service for PROWisdom

Background. This document contains a Description of Service (“DOS”) for Virtual Instruments Corporation’s (“Virtual Instruments”) PROWisdom services identified by the following part number: PS PROWisdom.

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 VirtualWisdom PROWisdom service is designed to help the customer independently manage their infrastructure using VirtualWisdom. The service is conducted through a series of focused and targeted workshops based on the Customer’s existing deployment of VirtualWisdom Server software product and associated hardware products such as SANInsight Traffic Access Points (“TAPs”) and VirtualWisdom hardware performance probes.. These Services combine a workshop approach to configuration, a baseline PROWisdom report, configuration of alarms and reports and advanced training to support full operationalization in the Customer’s specific environment aligned with industry best practices.

The VirtualWisdom PROWisdom service includes nine (9) workshops, each one to four hours in length, made up of six (6) core workshops and three (3) selected or optional workshops determined by the Customer’s individual requirements and environment, a PRO Assessment Report (Performance, Risk and Optimization), Discovery Workshop Report, Focus Area Workshop Reports, tailored leave behind materials (run book, training materials), and Final PROWisdom Report. All workshops and follow on configuration and training, PRO Assessment Report, and materials are to be completed over a 6-month period.

Core Workshops

- Discovery Workshop
- Entity Management and Verification
- Case-based Alarming
- Role-based Reporting
- Analytics
- Advanced Troubleshooting

Selected Workshops

- VirtualWisdom Health (Upgrade)
- Value-based Use Cases
- World Class Testing

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- Migration
- Cloud Readiness
- NOC Integration
- Executive Dashboards
- Workload Optimization
- Strategic Infrastructure Design

The Service includes the following resources and tools: one (1) onsite consultant, a variable set of matrixed personnel resources as determined by Virtual Instruments based on customer requirements/workshop content. Service is limited to one (1) location, includes up to six (6) core Workshops and three (3) selected workshops as chosen by the customer. The Service must be complete within six (6) months 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 day advanced notice prior to scheduling any work related to these Services; ten (10) days if travel is required.

The Service entails the following activities:

1. Project management to oversee the PROWisdom delivery. A Virtual Instruments Project Manager will:
 - a. Coordinate Virtual Instruments resource schedules with the Customer’s schedule, including calls, web meetings, and onsite and remote work.
 - b. Provide workshop preparation materials to the Customer, collect them when completed and distribute as appropriate to Virtual Instruments staff.
 - c. Coordinate further distribution of materials required throughout the service.
2. Initial Discovery Workshop to identify customer areas of focus, customer process and technologies, follow on workshop requirements, current and future needs, and workshop plan. Deliver a Discovery Workshop Report document summarizing the workshop discussions, findings, and follow up chosen workshops schedule.
3. Entity Management/Verification Workshop to review concepts and best practices based on customer deployment, entities overview, entity design and ongoing maintenance. Deliver customer training in entity concepts, creation and use, deliver list of identified required entities, provide assistance in configuration of those entities, and tailor standard “leave behind” materials to guide future use. Deliver a workshop report summarizing participants, topics, configuration, and training delivered.
4. PRO Assessment Report to review the current state of the customer environment in terms of health, utilization and performance and based on the work completed in the Entity Workshop. The report is used to guide the scope and depth of follow on workshops. Deliver the PRO Assessment report and findings, and workshop scope recommendations based on that report.
5. Case-based Alarming Workshop to identify alerts and alarms based on both the PRO Assessment Report and customer needs. Deliver training in configuring and using alarm rule templates to manage the infrastructure in real time, and tailor standard “leave behind” materials to guide future use. Deliver a workshop report summarizing participants, topics, configuration, and training delivered.

6. Role-Based Reporting Workshop to define reports critical to the many roles in the data center, and to increase visibility in to focus areas of the environment. Deliver training in creating and using reports and tailor standard "leave behind" materials to guide future use. Deliver a workshop report summarizing participants, topics, configuration, and training delivered.
7. Analytics Workshop to drive further value and shorten mean time to resolution across the environment, as well as proactive management of the environment using VirtualWisdom Analytics. Deliver training on best practices using Analytics for customer specific use cases, and tailor standard "leave behind" materials to guide future use. Deliver a workshop report summarizing participants, topics, configuration, and training delivered.
8. Advanced Troubleshooting Workshop designed to improve the skills of the customer in identifying root cause issues in the environment more quickly, and in using the VirtualWisdom data to proactively monitor the environment before outages happen. Deliver training to guide the customer in the use of VirtualWisdom data to prevent issues from recurring, and tailor standard "leave behind" materials to guide future use. Deliver a workshop report summarizing participants, topics, configuration, and training delivered.
9. Customer-selected Workshops (up to 3) in areas designed to derive maximum value from the VirtualWisdom platform based on customer needs, use cases and long term goals. Each workshop includes training and tailoring of standard "leave behind" materials, as appropriate. Deliver a workshop report summarizing participants, topics, configuration, and training delivered.
10. Delivery of a Final PROWisdom Report summarizing workshops delivered, deliverables completed, objectives met, and any additional recommendations for improvement as determined by Virtual Instruments while performing selected workshops.
11. Service is to be delivered in a 6-month period from the start of the Discovery Workshop or equivalent.

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 (10) 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. (25%) Completion of the Discovery Workshop;
2. (50%) Achieved at the completion of the PRO Assessment Report and findings delivery

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3. (75%) Achieved at the completion of the Core Workshops have been delivered
4. (100%) Achieved when Selected Workshops and Final PROWisdom Report have been delivered or the valid Service duration has expired.

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. 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 to participate in the project activities as required, during or outside of normal business hours.
4. 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.
5. 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.
6. Prompt feedback and response to Virtual Instruments requests, particularly concerning data, documentation and attendance.
7. For the duration of the Service, Virtual Instruments will also require:
 - a. A copy of the VirtualWisdom database for remote analysis if requested by Virtual Instruments.
 - b. Access to individuals that are able to work with Virtual Instruments on an ad hoc basis at the completion of workshops for configuration and implementation of reports, alarms, etc. as determined in the workshops.
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.

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.