

## Virtual Instruments Description of Service for the Proof of Value Product Family

**Background.** This document contains a Description of Service (“DOS”) for Virtual Instruments Corporation’s (“Virtual Instruments”) Proof of Value services identified by the following part numbers: (1) PS PoV Cust Equip and (2) PS PoV VI Equip.

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 request these Services or inquire about this or other Virtual Instruments service offerings, please contact [sales@virtualinstruments.com](mailto:sales@virtualinstruments.com).

**SERVICE DESCRIPTION AND SCOPE.** Delivered by Virtual Instruments expert services staff, each Proof of Value (“POV”) is custom-designed to meet the needs of the prospective Customer. The Virtual Instruments account team (sales manager and solutions consultant), services engineer and project manager join with the Customer to specify approach, success

The PS PoV Cust Equip Service includes the temporary, loaned use of Virtual Instruments VirtualWisdom software products, which are subject to a separate Software Evaluation Agreement. Such products are available for purchase or license separately from the Service, but are only supplied as tools for purposes of rendering the Service.

The PS PoV VI Equip Service includes the temporary, loaned use of a complete, mobile monitoring system (“PAK” or “Mini-PAK” or portable assessment kit) comprised of Virtual Instruments products and related hardware and networking equipment, which are subject to a separate Software Evaluation Agreement. Such products are available for purchase or license separately from the Service and are only supplied as tools for purposes of rendering the Service. The PAK will be shipped via ground carrier; return freight is included. The PAK is provided for one week, with three

additional days’ allowance for preparing the PAK for shipment back to Virtual Instruments.

Virtual Instruments will either (1) set up and configure the software on a Customer-provided server (PS PoV Cust Equip) or (2) set up and configure the PAK (PS PoV VI Equip) per the pre-defined scope and data will be collected for purposes of product demonstration and also to provide proof of the success criteria. Virtual Instruments will review the collected data and prepare a custom presentation based upon the success criteria.

The Service includes the following resources and tools: one (1) onsite consultant, one (1) location, and up to 5,120 switch ports, equivalent to ten director-class switches. For PS PoV VI Equip engagements, one (1) week of PAK rental and up to eight (8) tapped storage links will be included. The Service must be complete in a period not to exceed five (5) business days.

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.

**ACTIVITIES.** The Service entails the following activities:

1. (PS PoV VI Equip) The use of a Virtual Instruments PAK or Mini-Pak, as determined by Virtual Instruments. The Service does not include TAPs or TPPSs, which must be purchased separately in order to utilize this Service.
2. Project management to prepare for the hardware (PS PoV VI Equip only) and software deployment and monitoring. A Virtual Instruments Project Manager will:
  - a. Coordinate Virtual Instruments resource schedules with the Customer’s schedule, including calls, web meetings, and on-site work.
  - 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.
3. (PS PoV VI Equip) Web-based training on technology and best practices for installation and insertion of TAPs. Training will last no more than one hour and will cover the following topics: TAP technology, best practices for TAP deployments and testing. Please note that Virtual Instruments is not responsible for the installation and insertion of the TAPs and routing of the optical cabling from the TAPs to the PAK location.

4. On-site resource for up to three days for installation and configuration of the PAK (PS PoV VI Equip) or the Customer-provided server (PS PoV Cust Equip) and to assist with pulling data to support the success criteria. Installation will follow Virtual Instruments' standard installation methodology and documentation.
5. Up to two days to review collected data and to prepare the custom presentation.
6. Final webinar or live meeting with the Virtual Instruments account team to review the presentation with the Customer.
7. (PS PoV VI Equip) Customer will be trained on how to uninstall the PAK and prepare for return shipping to Virtual Instruments. Customer is responsible for uninstalling and returning the PAK on time within three (3) days of completion of the Services. The PAK will be considered returned when it is provided to the Virtual Instruments-selected shipping provider. If Virtual Instruments does not receive the PAK on time, Purchaser will be responsible for additional PAK delayed return fees of \$14,000 per week or portion thereof. PAK rental fees will not be incurred for any period of delay caused by Virtual Instruments or the Virtual Instruments-selected shipping provider.
4. Data center space within a two and one-half (2.5) meter cable run of the installed TAPs into which the PAK will be placed where (1) it will not be disturbed, (2) it will have uninterrupted power—at least one (1) dedicated circuit of 15, 20 or 30 amps, and (3) Ethernet network access (one static IP address) to the portion of the Customer environment that will be monitored.
5. 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.
6. 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.
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.

**ESTIMATED START DATE AND DURATION.** The Service will commence on a mutually agreeable date following receipt of a valid purchase order from Purchaser. Project duration is strictly limited to one week (five (5) consecutive business days).

**PROJECT COMPLETION.** Upon the conclusion of the Services, Virtual Instruments, with the assistance of the Customer, will remove the Tools (as applicable) from the Customer sites.

**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 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 access to a work area with a telephone, Internet access, with access to any facilities and systems necessary for completion of the Service.
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.
10. (PS PoV VI Equip) The purchase of all TAPs and optical cables as needed to connect the TAPs to the storage links necessary for performing the Service.
11. (PS PoV VI Equip) After Virtual Instruments' delivery of web-based TAP-in best practices training, Customer or Partner will insert the TAPs before the arrival of the Virtual Instruments delivery consultants.
12. For the duration of the Service, Virtual Instruments will also require:
  - a. (PS PoV VI Equip) Uninterrupted remote access to the PAK.
  - b. Ongoing network access to devices and applications to be discovered and monitored by Virtual Instruments.
  - c. A copy of the VirtualWisdom database for remote analysis if requested by Virtual Instruments.
13. 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 will 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.** 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.