Virtual Instruments Corporation

Maintenance and Support Services Supplement

Last updated on August 14, 2019

This Maintenance and Support Services Supplement ("Supplement") states Virtual Instruments' current policies and procedures for maintenance and support ("Support Services") applicable to Virtual Instruments WorkloadWisdom, Workload Generator and Test Development Environment (TDE) ("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 or customers who have received training 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, or its successor URL designated by Virtual Instruments, or the customer support portal 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 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 project files, workloads and results, 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 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 or channel partner providing remote support 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 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 using desktop sharing technology 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 does not provide remote access when requested, Customer will impact Virtual Instruments' ability to provide 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.

2. 9x5 Support Offering Description

2.1. Support Availability

Support Services are provided Monday through Friday Pacific Time Zone US excluding holidays.

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 service requests 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@loaddynamix.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@loaddynamix.com.

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 the Virtual Instruments Product in that environment
3. Determine if the problem can be reproduced to facilitate troubleshooting
4. As required, 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 (Critical)	• An incident that results in a critical business impact for the customer's test environment on which their project is absolutely dependent. • Customer experiences a complete or substantial loss of

Severity Level	Definition
	the test environment from VI product(s) and that loss prevents the Customer from being able to proceed with a project or is causing a critical business impact.
Severity 2 (Significant)	• Customer experiences a partial loss of the test environment from VI product(s) and that loss prevents the Customer from being able to proceed with a project or is causing a business impact • An incident that results in a moderate business impact for the customer's test environment on which their project is dependent. • Customer experiences a partial loss of functionality of the test environment from VI product(s) and that loss impacts their ability to proceed with a project or is causing a critical business impact.
Severity 3 (Standard)	• Customer experiences a minimal loss of the test environment from VI product(s) and that loss impacts the Customer project • Customer experiences interruption or slowness of certain non-essential functions within the VI product(s)
Severity 4 (Low)	• An incident that results in no business impact for a Customer. • Customer experiences no loss of service and the incident has no significant effect on the usability of the system. • This level typically involves questions, comments, product training and enhancement requests.

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	4 business hours
Severity 2	1 business day
Severity 3	3 business days
Severity 4	5 business days

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:

- <u>Preventive Maintenance</u>: When appropriate, Virtual Instruments may notify Customer proactively of maintenance steps that may prevent future problems.

- <u>Corrective Maintenance</u>: Virtual Instruments may take corrective action to restore equipment to normal operations. Virtual Instruments will work closely with Customer to diagnose the problem, 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.

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.

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.

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.