

Virtana Description of Service for the Deployment Product Family

Background. This document contains a Description of Service (“DOS”) for Virtana’s Deployment service identified by the following part number: PS VW Deployment.

Virtana will perform the services described herein (“Services” or “Service”) provided that (1) Virtana issues, and the ordering party (“Purchaser”) accepts, a quote referencing the part number(s) given above; and (2) Virtana 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, Virtana 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 Virtana’s authorized reseller or distributor (“Partner”). If Partner is the Purchaser, then Partner must either facilitate direct communication between Virtana and Customer or secure from Customer all required access, instructions and other commitments outlined in this DOS for Virtana to perform the Service.

To purchase these Services or inquire about this or other Virtana service offerings, please contact sales@virtualinstruments.com.

SERVICE DESCRIPTION AND SCOPE. The VirtualWisdom Deployment service is designed to deploy Virtana’s VirtualWisdom Management software with a Platform Appliance or a Virtual Edition Platform, associated hardware products such as the VirtualWisdom Performance Probes and software Integrations, and enable the customer to begin managing their infrastructure using VirtualWisdom. These Services combine on-site installation services, remote training services and reference materials, and on-site operationalization services to assist customers with their solution deployment and launch.

The Service includes the following resources and tools: one (1) onsite consultant, one (1) remote consultant, up to two (2) locations within 60 miles of each other, thirty-two (32) tapped storage links and 15,360 switch ports (equivalent to thirty director-class switches). A single instance of other VirtualWisdom Integrations will be configured as required. The Service must be complete within twelve (12) weeks 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. Virtana requires five (5) business days’ 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. Project management to prepare for the software and/or hardware deployment. A Virtana Project Manager will:
 - a. Coordinate Virtana resource schedules with the Customer’s schedule, including calls, web meetings, and onsite work.
 - b. Provide deployment preparation materials to the Customer, provide guidance on how to complete them, collect them when completed, and distribute as appropriate to Virtana staff.
 - c. Coordinate all deployment activities and remain as the primary point of contact for the Service.
2. If Virtana product purchase includes TAPs and/or Performance Probes, 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 Virtana is not responsible for the installation and insertion of the TAPs and routing of the optical cabling from the TAPs to the rack location of the Virtana devices.
3. Installation and configuration of the VirtualWisdom software and hardware per the limits stated above. Installation will follow Virtana’s standard installation methodology and documentation.
4. Verify that the VirtualWisdom software is collecting data from the probes, and verify that standard reports show the collected data.
5. Access to the Virtana University catalog of online courses including VirtualWisdom product overview, Traffic Access Point installation, and Fibre Channel and SAN fundamentals.
6. Live, instructor led group training delivered via webinar. Live training is delivered monthly through the Virtana University program and is attended by individuals from multiple organizations. Training curriculum includes:
 - a. Introduction to VirtualWisdom: Product navigation and features. Delivered in two 4- hour sessions over 2 days. Students must register through Virtana University (training@virtana.com).
7. Hands on operational training for up to six students on use and administration of VirtualWisdom, to be delivered in four to six weekly remote sessions (or more frequently if the Customer desires) in the weeks following the on-site activities.
8. Entity set up and configuration services. Virtana will conduct an initial review session, with the Customer, of their key entities, and assist with entity design, set up and configuration, and train the Customer in entity creation and management best

practices. Configuration service to be completed within the valid Service duration.

9. Alarm requirements and set up services. Virtana will conduct an initial review of the Customer's alarm requirements and assist with alarm design, set up and configuration, and train the Customer in alarm rule configuration and maintenance. Alarm set up service to be completed within the valid Service duration.
10. Report requirements and set up services. Virtana will conduct an initial review of the Customer's role-based requirements and assist with report design, set up, and configuration, and train the Customer in report creation and maintenance. Report setup service to be completed within the valid Service duration.
11. At Virtana's discretion, a copy of the Customer's VirtualWisdom database may be requested for additional analysis that will be conducted at Virtana's offices.
12. Service is limited to a single data center deployment located within a sixty-mile radius from a major regional airport, or to two data centers within a one-hour drive from each other and within a thirty-mile radius from a major regional airport.

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, Virtana will provide to the Purchaser a written notification of Service or Milestone completion, requesting signature by an authorized representative of the Purchaser to Virtana. Purchaser will sign and return the notice to Virtana or, in lieu of a signature, may confirm its acceptance via email from their authorized representative to the Virtana project manager or Virtana 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, Virtana will, in good faith, promptly attempt to address the reported nonconformities.

Milestones

1. (50%) Installation complete; achieved when the on-site installation and data collection verification activities have been completed;
2. (100%) Achieved when all described activities have been completed or the valid Service duration has expired.

Valid Service Duration

Service activities #5 through #9 shall be completed within three (3) months of the completion of

VirtualWisdom installation and configuration activities #1 through #4. This duration may be amended through a signed Project Change Request, at the discretion of Virtana, and by agreement of the Customer and Virtana. Amended duration not to exceed twelve 12 months in total.

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 Virtana to enable Virtana to complete the Service described in this DOS; and (b) will provide logical and physical access as required by Virtana to complete the Service; and (c) will be readily available and on-site as and when required by Virtana for the duration of the Service.
2. Completion of the deployment checklist prior to Virtana 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.
4. Ongoing communication between Customer and/or Partner personnel with the designated Virtana 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.
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 Virtana RemoteWisdom® remote desktop access.
6. For any on-site Services, either temporary access badges for Virtana personnel to access secure computing areas or an authorized resource to allow Virtana and Virtana personnel entry and exit to and from secure computing areas.
7. Ensure that instrumented host systems, switches and storage components are on-site or accessible remotely and functional.
8. Prompt feedback and response to Virtana requests, particularly concerning data, documentation and attendance.
9. If the Virtana product purchase includes TAPs and/or Performance Probes: After Virtana's delivery of web-based TAP-in best practices training, Customer or Partner will insert the TAPs before the arrival of the Virtana delivery consultants.
10. For the duration of the Service, Virtana will also require:
 - a. Ongoing network access to devices and applications to be discovered and monitored by Virtana.

- b. A copy of the VirtualWisdom database for remote analysis if requested by Virtana.
11. If any portion of the Service must be rescheduled, Purchaser agrees to provide at least ten (10) business days advance written notice to Virtana. 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 Virtana's ability to provide the Service.

TRAVEL AND EXPENSE GUIDELINES. For this engagement, all travel expenses are included in the Service. Purchaser will reimburse Virtana 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.