**Virtana Description of Service for
the Infrastructure Performance Assessment
Product Family**

Background. This document contains a Description of Service ("DOS") for Virtana, Inc.'s ("Virtana") Infrastructure Performance Assessment Services identified by the following product names: (1) PS Infr Perf Assmt (IPA), (2) PS IPA Addtl Wk Onsite, and (3) PS IPA Addtl Wk Rem.

Virtana will perform the services described herein ("Services") 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 Infrastructure Performance Assessment Service is designed to monitor and analyze the current state of a specified customer environment, comprised of storage attached physical and virtual servers, switches and storage. Analysis is performed using Virtana's VirtualWisdom Server software product and associated hardware products such as SANInsight Traffic Access Points ("TAPs") and TAP Patch Panel Systems ("TPPSs"), and VirtualWisdom Performance Probes. Please note: TAPs or TPPSs are not included in the Service.

The Service includes the temporary, loaned use of a complete, mobile monitoring system ("PAK" or "Mini-PAK" or portable assessment kit) comprised of Virtana products and related hardware and networking equipment. 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 Virtana. The PS IPA Addtl Wk Onsite and PS IPA Addtl Wk Rem service add-ons will provide for one additional week of PAK rental and Virtana resources, either onsite or remote consulting.

The Service entails monitoring and analysis of the SAN to identify current or potential problems with performance, configuration, utilization, physical layer errors and other agreed-upon areas. Virtana will perform brief reviews with the Customer at the conclusion of the Service to discuss findings and review their implications. The final deliverable ("Deliverable") is a comprehensive report in which Virtana provides findings, including areas such as performance, latency, utilization, load balancing and connectivity of the SAN, with recommendations for next steps.

The Service includes the following resources and tools: one (1) onsite consultant, one (1) remote consultant, one (1) location, PAK use depending on the part number(s) purchased, up to thirty-two (32) tapped storage links and 10,240 switch ports (equivalent to twenty director-class switches). 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 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. The use of a Virtana PAK or Mini-PAK, as determined by Virtana. 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 and software deployment and monitoring. A Virtana Project Manager will:
   a. Coordinate Virtana 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. 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 Virtana 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 two days for installation and configuration of the PAK. Installation will follow

Virtana's standard installation methodology and documentation. The Service may be extended with the purchase of additional PS IPA Addtl Wk Onsite/Rem services.

5. Verification that the VirtualWisdom software is collecting data from the probes, and verification that standard reports show the collected data. Creation of alarms and reports as required.

6. Remote activities are limited to monitoring of the VirtualWisdom software on a once per daily basis to review collected monitoring data and include up to five webinars, of up to one hour in duration, with the Customer during the week to review the collected data and initial analysis and findings. Monitoring and analysis will focus on specific mutually agreed to areas.

7. Remote analysis (as required by Virtana) and reporting on findings. Creation of a report of findings on the selected areas of focus.

8. Final webinar to review analysis and findings with the Customer.

9. Customer will be trained on how to uninstall the PAK and prepare for return shipping to Virtana. 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 Virtana-selected shipping provider. If Virtana 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 Virtana or the Virtana-selected shipping provider.

ESTIMATED START DATE. The 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. The 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. 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.

Upon the conclusion of the Services, Customer, with the assistance of Virtana, will remove the Tools (as applicable) from the Customer sites.

Milestones
1. (20%) Project inception; achieved when the PAK has been delivered and configured, and data collection begins;
2. (50%) Data collection complete; achieved when the data that will be used to produce the Deliverables has been collected and sent to Virtana for analysis;
3. (100%) Achieved when the Deliverables have been provided to the Customer.

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. 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 monitored.

5. 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.

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 Virtana RemoteWisdom® remote desktop access.

7. 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.

8. Ensure that instrumented host systems, switches and storage components are on-site or accessible remotely and functional.

9. Prompt feedback and response to Virtana requests, particularly concerning data, documentation and attendance.
10. The purchase of all TAPs and Fiber Optic cables as needed to connect the TAPs to the storage links necessary for performing the Service.
11. 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.
12. For the duration of the Service, Virtana will also require:
    a. Uninterrupted remote access to the PAK.
    b. Ongoing network access to devices and applications to be discovered and monitored by Virtana.
    c. A copy of the VirtualWisdom database for remote analysis if requested by Virtana.
13. 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.

USE OF VIRTUAL INSTRUMENTS PRODUCTS. To perform the Services, Virtana 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 Virtana 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 Virtana 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 Virtana 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 Supplier 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.