

NETCARE SERVICE AND SUPPORT PROGRAM

1. INTRODUCTION

This appendix describes the elements of the Seller's NetCare service and support program available to the Customer for NetScout Texas Products – Network Monitoring portfolio (Probes), Taps & Aggregators (e.g. IP Packet Broker), Applications (e.g. DataCast, IPI, RIA, touchpoint, IRIS (ISA, ITA, PA), GeoSoft, TrueCall®).

The NetCare Service and Support plans are packaged and offered as specified herein:

- **NetCare Prime** is a support package that includes specific SLA terms, unlimited help desk support, a named service manager, software patch service, software upgrade service as applicable and advanced replacement for hardware failure with coverage during working hours of the responsible TAC center. This package also includes Health Maintenance reports for Probes.
- **NetCare Elite** is a comprehensive 24x7 total care package for a customer who routinely utilizes the NetScout Texas solutions within their day-to-day mission critical network management procedures. This package provides the most proactive and rapid response to issues which arise within the purchased NetScout Texas solution. It includes 24x7 coverage, specific SLA terms, unlimited help desk support, a named service manager, software patch service, software upgrade service as applicable and advanced replacement for any hardware failure. This package also includes Health Maintenance reports for probes.

The following definitions will also apply when used in this Agreement:

- **Applications:** This term is synonymous with the term “Programs” defined in the main body of the Agreement.
- **Business Applications:** Back-end software provided by Seller that uses data monitored and processed by GeoProbe, G10 and/or GeoSoft probes.
- **Back-Porting of Bug-Fixes:** This is the practice of taking a fix for a defect found in release N and porting the code and applying it to fix the same bug in release N-2.
- **Back-Porting of Features:** This is the practice of taking the code built to implement a new feature on release N and porting the code so that the same functionality can be available in release N-2.
- **Designated Equipment** shall mean the equipment furnished by Seller under this Agreement, consisting of Seller Equipment and/or Third Party Equipment. Designated Equipment excludes consumable items such as hard drives, fans, and air filters which are covered under their manufacturers' respective warranties.
- **Product Line:** Hardware and software solutions grouped according to their functionality.
- **SLA:** Service Level Agreement, referring to the specific service commitments made herein.
- **Support Plan or Service Package:** The terms and conditions described in this Agreement for the selected package.

- **Working Days:** Monday to Friday, except public holidays, for the responsible Technical Assistance Center (TAC) supporting the Customer.
- **Working Hours:** Business hours of the responsible TAC serving this Customer; typically, Monday to Friday, excluding regional public holidays.

2. FAULT HANDLING

Based on the following requirements Seller shall provide a fault-handling service.

2.1 Helpdesk

2.1.1 Helpdesk Service

Seller shall provide a helpdesk service to assist the Customer with questions on all areas of network operation (e.g. common technical, operational, planning and maintenance matters). Questions and requests may be related to all equipment or services provided by Seller.

2.1.2 Helpdesk Availability

Service Package	Availability
Prime	Regular Working Hours of the responsible TAC
Elite	24 hours a day, 7 days a week, 365 days a year

2.1.3 Queries

Seller shall accept helpdesk queries/questions by telephone, email or entered via web portal. Contact information is available at <http://www.netscout.com/about-us/support>.

2.2 Use of Fault Reports

For faults that cannot be resolved by the Customer internally using internal resources, a fault report shall be generated and transmitted to Seller by phone, e-mail, or web portal.

2.2.1 Fault Report System

The Customer and Seller shall use their own fault reporting systems. Seller shall provide a web portal to enable the Customer to create, modify, or close fault reports; alternatively, Seller may provide an email address for the Customer to use to submit fault reports. The fault reports and their related responses shall be exchanged electronically via that interface or by email. In the case of a Critical fault report, the Customer must report the Critical fault immediately by telephone when a fault has been detected that is determined by the Customer to be a Critical fault.

2.2.2 Fault Priorities

The Customer may initially categorize the fault priority. A fault may be prioritized differently if the fault is detected in a test plant versus in a “live network” environment. Critical categorization will not be used for faults found only in a test environment.

2.2.3 Fault Categorization

One of the following priorities will be assigned to every open request for assistance:

- (a) Critical - A failure that causes a system to crash or where no “workaround” currently exists, other than restoring a previous release or providing a new patch

or release. The problem affects the Customer's operations in a manner that requires immediate attention.

- (b) Major - An anomaly or a failure that causes a functional impairment to the system. The result to the Customer is a "workaround" where operations can continue without immediate resolution.
- (c) Minor - An anomaly or a failure that causes a negligible feature or function of the system to be impaired or disabled. The result to the Customer is minimal or no impact to operations.

2.2.4 Content of Fault Reports

The Customer's fault report must include a description of the problem, a detailed explanation of how the fault was manifested, and the priority given by the Customer based on the fault categories shown above. The Customer must provide fault details to the extent they are requested by Seller and available in the equipment (e.g. fault error symptoms, log files, screen captures).

2.2.5 Testing of Software and Installation Procedures

Prior to a software upgrade being sent to the Customer, Seller shall thoroughly test for quality purposes. This testing is structured to ensure that the software fixes faults experienced by one or more customers, does not adversely impact other areas of system operation, that the installation procedure works correctly and that the installation script(s), if required, is robust. Installation scripts will be capable of handling erroneous input and will always leave the system in a known state in an error situation.

When necessary, the software upgrades can be deployed at a Customer-designated site before full network rollout. After a satisfactory monitoring period, the upgrade will then be deployed to all remaining Customer sites using an agreed deployment schedule.

2.2.6 Fault Report Response

Seller shall respond with the results of fault analysis and the necessary actions for resolving the problem.

2.3 Delivery of Corrections

Seller shall deliver corrective measures in the form of a single fix, service patch ("SP") or cumulative patch ("CP") within time frames corresponding to the priority of the fault report.

2.3.1 Availability and Testing

When an emergency correction is released, Seller shall make it available to the Customer along with services to install the correction.

In the case of corrections delivered via software upgrade, Seller will notify the Customer of the release availability. A delivery service for this upgrade can be purchased from Seller or, in the case of a Customer who has purchased a NetCare package, delivery of the upgrade during coverage hours is included in the package.

The Customer has the right to conduct additional regression tests in the Customer's test lab, if desired. Seller's participation in such additional testing shall only be available at additional cost to the Customer.

2.3.2 Installation of Corrections

Seller shall install the correction on the Customer's system as mutually agreed in writing by the parties.

2.3.3 Third Party Equipment

The above-mentioned corrections shall also cover Third Party Equipment supplied by Seller unless otherwise agreed.

2.4 Emergency Service

For NetCare Elite customers, Seller shall provide 24-hour-a-day, 365 days per year emergency service, which permits the Customer to access Seller's technical expertise in the case of Critical problems. If there is an emergency requiring Seller intervention, the Customer must report this emergency by telephone.

2.4.1 Emergency Response Time

Unless otherwise stated in this Agreement, all response, restoration and rectification times are defined in the Reaction Time Table for Fault-Report Handling (see section 9). Seller shall update the emergency log and assign a reference number to the Customer for the call.

2.4.2 Allocation of Emergency Calls

Seller shall assign the emergency call to an expert engineer who shall call the Customer back within the time frame defined in Reaction Time Table for Fault-Report Handling.

When Seller is in contact with the Customer, the call is considered confirmed and a trouble ticket is opened. The Customer will then electronically communicate all relevant available data to the TAC.

2.4.3 Emergency Call-Out

An emergency call may result in a mutually agreed plan requiring Seller to resolve the fault on-site. Customer and Seller both agree that on-site support is not a substitute for remote access availability and it shall only be used when the parties agree that a specific fault cannot be corrected remotely.

2.4.4 Customer Assistance

Customer's expert shall either:

- Provide instruction for the work to be undertaken by the Customer to neutralize or resolve the fault; or
- Carry out the work that is necessary to neutralize or resolve the fault.
- Where no supplementary spare parts logistics service has been purchased, the Customer will be responsible to make available necessary spare parts to either neutralize or resolve the fault.

On-site support as addressed in this clause shall not be considered a substitute for remote access, nor should it be assumed that on-site support will be required or provided for all emergency call-outs.

2.4.5 Closure

An emergency call shall only be closed on successful neutralization or final solution of the fault.

2.5 Remote Diagnostic Procedure

All services and service levels outlined herein are predicated upon remote access availability. Seller and Customer shall be responsible for their own equipment required for remote access implementation. The parties shall share all costs associated with obtaining a remote connection.

2.6 Software Upgrade Services

2.6.1 Software Upgrade Packages

Seller shall make available software (including data base, if applicable), firmware and/or hardware upgrade packages for Seller Equipment. If a software upgrade requires additional hardware to implement, the Customer must purchase that hardware if the upgrade is accepted by the Customer. The touchpoint Application upgrade and TrueCall® software upgrade must be purchased separately from the support package for major upgrades.

Software upgrade support, which may include periodic or “as required” software upgrades, is available to migrate from a previous version Release to the most current Release. Customers will receive the software upgrades as part of their service offering only if the software enhancement is part of their installed baseline of features and functionality.

Customer-requested software enhancements will be assigned an Enhancement Request (ER) number by Seller. Accepted enhancements are considered periodically for inclusion into Seller’s standard products and will be released accordingly. Customers will receive the software enhancement(s) that are accepted by Seller as part of the service offering only if they are enhancements to existing software package(s) already part of the Customer’s installed baseline of features and functionality. Additional system hardware required for the software enhancement(s) is not considered part of the contract coverage within the service level offering described herein and is the responsibility of the Customer.

2.6.2 Scope of Work for Network Monitoring & VSS/IPB Products

Seller shall provide software upgrades and their installation into the Customer’s network inclusive of all necessary rework after installation (testing after installation, individual written installation report, and manual clearance of data bases as necessary).

Support Package	Upgrade	Delivery
Elite and Prime	Included as per 2.6.1	Included in coverage hours (specific coverage hours based on support package purchased)

2.6.2.1 Availability of Software Upgrades

Unless otherwise agreed by the parties, Seller shall make available software upgrade Releases per the selected Support Package. Seller actively supports the current (N), N-1 and N-2 software Releases.

2.6.2.2 Notification for Hardware Upgrades

If Seller intends to introduce a new version or type of hardware, the Customer shall be notified in writing at latest three months prior to the general availability date of that respective hardware. This notification shall include, where applicable:

- (a) The reason (e.g. re-design, fault correction)
- (b) Benefit / improvement

- (c) Reference to existing fault report(s), if any (i.e., which faults are solved)
- (d) Compatibility to all relevant software releases and former hardware versions
- (e) Proposal for spare parts handling
- (f) General and functional hardware description
- (g) Detailed hardware description on the Customer's request
- (h) The costs associated with performance and sizing impacts of the hardware updates

2.6.2.3 Notification for Software Upgrades

When a software upgrade is to be delivered, Seller shall notify the Customer in writing at least thirty days prior to the general availability date of the respective software. This notification shall include where applicable:

- (a) Whether it is associated with a feature package (upgrade) or whether it is a pure correction package
- (b) Reference to existing fault report(s), if any (i.e., which faults are solved)
- (c) Reference to existing workarounds, if any (i.e., which interim solutions are solved)
- (d) Compatibility to all relevant software releases and hardware versions
- (e) General and functional software description
- (f) Detailed software description (not source code) on the Customer's request.

2.6.2.4 Software Patches

Seller provides and installs software patches for the current and the N-2 Releases for Critical priority software faults.

2.6.2.5 Testing of Correction Packages

Seller will validate that the installed corrective packages are working properly as part of the Seller update process. Additional validation or lab testing requested by the Customer can be provided at additional costs.

2.6.3 Scope of Work for touchpoint Applications

A touchpoint major software upgrade must be purchased separately from the NetCare Support packages.

Application	Upgrade	Delivery
touchpoint	Purchased separately for Major Releases & Feature Releases e.g. TP 6.0 to 6.1 is major release upgrade	Purchased separately for Major and Feature Releases

2.6.3.1 touchpoint Software Release Support Policy

The scope of the Release policy covers the touchpoint components and optional features.

2.6.3.2 Release Definitions

The Release definitions for touchpoint products are as follows:

- (a) Major Release – a Release with significant product enhancements (e.g. architectural changes)

- (b) Feature Release – a Release containing one or more new features extending the product functionality.
- (c) Maintenance Release – a scheduled Release with fault corrections for reported bugs. In many cases (but not all) the Release shall contain a number of fault corrections.
- (d) Patch Release – a Release made for a specific customer to address a specific bug.

2.6.3.3 Release Numbering Policy

A standardized Release numbering policy for the touchpoint is used by Seller; for example, 6.0.2.1 where

- 6 – Major Release Number
- 0 – Feature Release
- 2 – Maintenance Release
- 1 – Patch Release

2.6.3.4 Major and Feature Release Policy - touchpoint

The Seller shall support Major and Minor touchpoint Releases for a period of two (2) years following the date that the Release was originally declared orderable. The Release will no longer be supported by the Seller if an upgrade to a later Release is not ordered within this 24-month support period.

2.6.3.5 Maintenance Release Policy - touchpoint

The Customer will be required to upgrade to a supported Major/Feature Release if the Customer is on a Feature Release no longer supported by Seller.

Maintenance Releases will only be made available for supported Major and Feature Releases.

When a maintenance Release is available, Customer must agree on a deployment window within 30 days of the Release availability.

2.6.3.6 Back-porting of Software Corrections

Under the terms and conditions of this Agreement, Seller will only support the “back-porting” of fixes to Critical and Major faults, provided that:

- (a) Target **touchpoint** Software Release is supported, and
- (b) The Customer has purchased support and maintenance as specified in this Agreement.

2.6.3.7 Compatibility with Third-Party APIs

Seller reserves the right to update its OSS/BSS integration APIs from one Release to the next.

The Seller is under no obligation to keep public APIs unchanged from one Release to the next. Seller undertakes to document changes to touchpoint APIs but the Customer is obliged to bear the cost of implementing changes on other OSS/BSS platforms to support updated touchpoint APIs.

2.6.3.8 Using touchpoint Outside of Normal Operating Parameters

The Customer agrees that operating touchpoint outside of normal operating parameters may void all warranties associated with touchpoint and may result in additional cost to the

Customer. “Outside of normal” operating parameters shall include, without limitation, the following activities:

- (a) Reading and writing into the touchpoint Database directly using SQL.
- (b) Bypassing touchpoint Database Schema provided with the product to directly access the touchpoint database.
- (c) Bypassing the BO Universe provided with the product to directly access the touchpoint database.
- (d) Any Database Administration (DBA) activity that adds a column to an existing touchpoint database table, e.g. for bespoke reporting purposes.
- (e) Any DBA activity that creates intermediate touchpoint tables, e.g. for bespoke reporting purposes.
- (f) Running touchpoint on an unapproved Operating System Release.
- (g) Running touchpoint in an environment where a third-party component is not an approved version (e.g. Oracle Database, Business Objects, JBOSS or other essential component of touchpoint not at the required minimum software version).

Should the Customer operate touchpoint outside of normal operating parameters as set out above, if a service disruption of any form occurs, whether classified as Critical, Major or Minor, the Customer agrees to bear the full cost of any remedial efforts required to restore service or the data integrity of the system. The Seller may deem that a touchpoint re-installation is necessary and the Customer shall bear the full cost of this effort.

2.6.3.9 Non-Standard Operating Systems Releases, Third-Party Software Releases

The Seller is not obliged to support the Operating System, Oracle database or other component third-party software versions required for the correct functioning of the touchpoint System, unless they are listed on the interoperability matrix on the touchpoint Release Notes.

2.6.3.10 Non-standard Runtime Hardware

The Seller will not support touchpoint implementations running in hardware environments where the hardware specification (including CPU, Number of Cores, RAM and Disk specification and dedicated versus virtual environment recommendations) is incompatible with the correct operation of the application. This will be documented in the touchpoint Release Notes.

2.6.4 Scope of Work for TrueCall® Applications

A TrueCall® major software upgrade must be purchased separately from the NetCare Support packages.

Application	Upgrade	Delivery
TrueCall®	Purchased separately for Major Upgrades e.g. TrueCall® 3.7 to 3.8 is a major release upgrade	Purchased separately for Major Upgrades

2.6.5 System Downtime

System downtime may be required to complete a patch installation or to carry out specific service activity. This downtime will be scheduled in advance with the Customer to minimally impact business operations. Seller will provide written notice of all planned downtimes with details of time of interruption, impact to the Customer and recommendations on how to proceed with day-to-day work. The possibility of a redundant system to reduce downtime can be investigated if required.

2.6.6 Testing of Software and Installation Procedures

Prior to a software upgrade being provided to the Customer, Seller shall thoroughly test for quality purposes. This testing is structured to ensure that the software fixes faults experienced by one or more customers, does not adversely impact other areas of system operation, that the installation procedure works correctly and that the installation script(s), if required, is robust. Installation scripts will be capable of handling erroneous input and will always leave the system in a known state in an error situation.

When necessary, the software upgrades can be deployed at a Customer-designated site before full network rollout. After a satisfactory monitoring period, the upgrade will then be deployed to all remaining Customer sites using an agreed deployment schedule.

2.6.7 Documentation Updates

Minor documentation updates will be provided to the Customer in the form of amendments to existing documents. Major documentation updates will involve the re-issue of complete document. The criteria for deciding whether to use an amendment or a complete re-issue will be based on the scope of the updates and the number of pages affected.

3. DISTINCTION BETWEEN THIRD PARTY AND SELLER EQUIPMENT

Seller shall offer the below mentioned services for Designated Equipment, excluding Third Party Equipment from Oracle. The Customer would normally select to cover this Oracle hardware under a separate service contract. If this option is chosen, Seller will act as single point of contact concerning the Oracle equipment. During the Warranty Period, Oracle equipment is covered under the Seller standard warranty.

As an option, Seller can offer Oracle support as part of the overall Support Package. This extra support will be at additional cost to the Customer and will be quoted based on Customer interest only.

4. PERFORMANCE INDICATORS

Unless otherwise stated in this Agreement, all response, restoration and rectification times are defined in Reaction Time Table for Fault Report Handling shown in section 9.

5. HEALTH MAINTENANCE (NETWORK MONITORING PRODUCTS ONLY)

For Network Monitoring products only, Seller will provide maintenance service for the areas listed below. The specific frequency depends on the support package selected as shown in Section 12 (Service Comparison Table). To enable maintenance, Customer must ensure that all server elements are configured for SMTP access. As part of this service, Seller shall provide a detailed report to the Customer including, but not limited to, the following:

- (a) Overview of all Seller activities
- (b) Results of the verifications

- (c) Measures undertaken by Seller
- (d) Recommendations to the Customer based on the results, including the potential for improvement (measures not yet undertaken)

5.1 Volumes and File Sizes

Seller shall check all volumes and file sizes associated with equipment and ensure that they are set to an optimum level for the equipment being operated.

5.2 Dimensioning

Seller shall check all equipment dimensioning settings and ensure that the equipment does not suffer congestion or loss of data due to a shortage of resources.

5.3 Log Files

Seller shall check all log files on equipment and ensure that the system is operationally fit. Optimization of log file sizes and deletion periods is also included.

6. ALARM CHECK

Alarm Check shall only apply to Network Monitoring products under the NetCareSM Elite support offering.

Seller will provide an audit service whereby an expert engineer will analyze the system alarm logs for long-term performance problem trends and/or limitations being encountered by the system. The results of this service will include recommendations for system optimization of the Customer’s transport network, repairs of non-obvious faults and/or processor upgrades.

7. MANAGEMENT ESCALATION

Customer-reported Critical issues that are not resolved within the timeframes defined in section 9 are automatically flagged and electronically transmitted to the service and support management team. This automatic process ensures that the Customer’s Critical issues are given high visibility until the issue is resolved.

8. SERVICE PERFORMANCE AND REPORTING

8.1 Operation Review Meetings (ORM)

Customer and Seller review the performance of their respective obligations under this Agreement on a regular basis.

Agenda items will include operational activities, open trouble reports and repairs. Seller shall staff such reviews with appropriate experts based on an agenda to be agreed on in advance.

Unless otherwise agreed, such reviews shall be held according to the following schedule:

Support Program	Period
Elite	Quarterly
Prime	Semi annually

Dates, venues and agendas for the reviews will be mutually agreed.

8.2 Regular Reports

Seller will provide regular reports on the services performed on behalf of the Customer. Reports will be published at least 5 days before a scheduled ORM.

8.3 Report Content

The standard report packages will contain in Adobe Acrobat format:

- Open trouble report status
- Monthly performance against SLA
- RMA requests made
- Site visits undertaken
- System availability status (Elite only)

8.4 Reports on Customer's Demand

The Customer may request additional reports under special circumstances related to system performance, hardware faults analysis, system usage, etc. These reports may be ordered as part of professional services.

9. REACTION TIME TABLE FOR FAULT REPORT HANDLING

9.1 NetCare Prime (9x5)

Service Level Agreement*	Priority Critical	Priority Major	Priority Minor
Service Team Response, Acknowledgment & Resource Assignment**	Less than 2 Working Hours (via phone)	8 Working Hours	Next Working Day
Restoration or workaround provided by Service Team**	≤ 8 Working Hours for 90% of service incidents	≤ 3 Working Days for 80% of service incidents	≤ 45 Working Days for 80% of service incidents
Hardware Advance Replacement Dispatch ***	Next Working Day	Next Working Day	Next Working Day
Software resolution	≤ 45 days for 90% of Software faults	Within 2 Software Release cycles for 80% of Software faults	Future Release

* SLA guarantees valid for Customer with secure VPN – VPN access connections and excludes access approval time by Customer.

** Within coverage hours

*** Resolution time complete when hardware is dispatched.

9.2 NetCare Elite (24 x 7)

Service Level Agreement*	Priority Critical	Priority Major	Priority Minor
Service Team Response, Acknowledgment & Resource Assignment**	Less than fifteen (15) minutes (via phone)	4 Working Hours	One Working Day
Restoration or workaround provided by Service Team**	≤ 4 hours for 90% of service incidents	≤ 3 Working Days for 80% of service incidents	≤ 30 Working Days for 80% of service incidents
Hardware Advance Replacement Dispatch ***	Within one Working Day	Within one Working Day	Within one Working Day
Software resolution	≤ 30 days for 90% of Software faults	Within 2 Software Release cycles for 80% of Software faults	Future Release

Overall System Availability (Network Monitoring Products Only) ****	At least 99.9%
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* SLA guarantees valid for Customer with secure VPN – VPN access connections and excludes access approval time by Customer.

** Within coverage hours.

*** Resolution time complete when hardware is dispatched, only applicable to Network Monitoring products.

**** Calculated based on Critical outages with a spares plan in place. Excludes periods when the system was not available due to problems that are not in the responsibility of the Supplier.

9.3 Applicability

Service Level Agreement (SLA) metrics shall not apply where the performance or functionality is impacted due to incidents originating from the Customer's infrastructure or a third party's infrastructure outside of the Seller's control.

SLA metrics shall not apply to incidents arising when system components are being operating beyond the specified system.

SLA metrics shall also not apply to incidents arising during planned downtime to facilitate upgrade and maintenance Release deployments.

SLA time accrual shall not apply when trouble ticket is pending Customer action.

10. MANAGEMENT ESCALATION

10.1 Introduction

The management escalation process is intended to ensure that, when a problem is not being resolved in a satisfactory manner, (a) both parties have a comparable perception of the nature and criticality of the problem, (b) the visibility of the problem is raised in each party's organization, and (c) additional resources are brought to bear for solving the problem. The recipient of a request for escalation will call the other party within one working day of receipt of the initial call.

The individual returning the call must be capable of discussing the details of the situation and must have, as a minimum, basic knowledge of the products and / or systems and their configuration and operation.

10.2 Prerequisites for Management Escalation

Should either party believe the situation requires additional attention to resolve a problem, the escalation procedure will be followed provided that (a) a problem exists for which a request for technical assistance has been made, and (b) the recipient considers escalation to be appropriate and agrees to the escalation.

11. CUSTOMER'S RESPONSIBILITIES

11.1 User Representatives

Customer shall designate up to three representatives within its organization to whom all of the Customer's users shall be instructed to direct questions and issues regarding the use, operation, maintenance, and technical assistance of the system hardware and software. Complete e-mail addresses, facsimile and telephone numbers, and names or associated titles for all Customer contacts must be furnished to Seller. Correspondence, software Releases, return material authorizations, and patches will be directed to the Customer's designated representative(s) who will be responsible for distributing the same within the Customer's organization. These designated representatives shall be knowledgeable of the procedures for reporting problems to Seller.

11.2 Diagnostic Programs

With Customer approval, Seller shall install appropriate diagnostic programs on the system.

11.3 Remote Access

Customer will provide remote access for maintenance support via a LAN-LAN Virtual Private Network (VPN) through the Internet for maintenance support.

Customer will grant the Seller support team full "read/write" access to all equipment-related software directories using our logins in order to maximize our support potential. This includes full privileges at the root and application levels for the platforms hosting the software supported by Seller.

11.4 Technical Personnel Availability

Customer will make technical personnel available if it becomes necessary to change fuses, report on local indicators, reseal or replace circuit boards, or perform other low-level maintenance activities at Customer locations.

11.5 Backups

Customer will perform back-ups of server operating system, installed software, and data on a periodic basis (quarterly as a minimum), as recommended in the appropriate system manuals.

11.6 Return of Replaced Components

Customer will return all replaced components to Seller within three business days by second day delivery service using appropriate shipping containers and proper packaging (anti-static, ESD approved, etc.). If Customer does not return replaced component within thirty (30) days of the replacement being provided, Seller reserves the right to invoice the Customer for the list price of the component not returned.

11.7 System Administration

Customer will execute system user/admin configurations (i.e., user accounts or network configurations).

11.8 Requirements for TrueCall® Implementation

For new installations it should include the following:

- Supported network sample data and documentation
- Rack space in temperature controlled room
- AC power feed for third party hardware
- Network connectivity with access to supported network vendor
- Specified input data feed from supported network vendor
- Supported network information to populate required tables
- Remote access

For upgrades (especially when they are intended to deal with network vendor new releases) it should include:

- Supported network sample data and documentation

For production systems (ongoing):

- User administration
 - Account
 - Groups
 - Roles
- Table maintenance
 - Network Element
 - Handset Model
 - IMIS/MDN Whitelist
- Data Reprocessing

12. SERVICE COMPARISON TABLE

Service Feature	NetCare Elite	NetCare Prime
Service Team	Named Service Manager	Named Service Manager
Coverage Hours	24 x 7	9 x 5 (Working Days of responsible TAC – Monday to Friday excluding local public holidays)
Help Desk & Service Incident Calls	Unlimited	Unlimited
On-site S/W call outs	Priced on per occurrence basis	Priced on per occurrence basis
Hardware Failures	Unlimited advance replacements (shipment times per SLA)	Unlimited advance replacements (shipment times per SLA)
Software upgrades ^{1, 2, 3, 4}	Minimum of 2 upgrades per year Installed by Seller	Minimum of 1 upgrade per year Installed by Seller
Software patches ²	Unlimited Critical patches for current or N-2 Release	Unlimited critical patches for current or N-2 Release
Maintenance window for patch and upgrades installations	Defined by Customer	Working Days & Hours of closest TAC
Response SLA	Included	Included
Restore SLA	Included	Included
Final Solution SLA	Included	Included
System Availability SLA for Probes ³	Included	Not included
Spare parts	Regional spares maintained at Seller Depot	Regional spares maintained at Seller Depot
Automatic escalation of issues to NetScout Texas Management	SMS and e-mail notifications to management (including VP of Service) based on criticality and resolution time	SMS and e-mail notifications to management (including VP of Service) based on criticality and resolution time
Alarm analysis reports (Probes)	Quarterly	Not included
Health Maintenance Reports (Probes)	Quarterly	Semi-annually
Operational Review Meetings (ORM) & Service Performance Reports (including service ticket data, and SLA performance)	Quarterly	Semi-annually
Incorporation of Third Party Support into Seller's service contract	Optional	Optional
Periodic support meetings	Monthly	Quarterly
Backup of critical configuration files	Included	Included
System Documentation updates	Included	Included
touchpoint Oracle Database Administration Service Program	Included	Not Included

1. Some features and applications may incur additional license charges, which are outside the scope of the support package.

2. touchpoint SW upgrade are purchased separately. Updates and patches defined in section 2.6.3.

3. Availability for touchpoint application not included.

4. TrueCall@ upgrades are purchased separately.

13. ADDITIONAL MAINTENANCE AND SUPPORT SERVICES

The following sections provide the supplementary support and service activities that are available for purchase as add-ons to the support specified above.

13.1 Supplementary Health Check Services

13.1.1 On-Site Inspections

Seller shall ensure the proper functioning of equipment by on-site inspections of hardware components (e.g. devices, cabling, power supplies, and clocks), on-site measurements (e.g. power/attenuation measurements, protocol traces) and test calls/connections, if applicable.

13.1.2 Operation and Maintenance Procedures

Seller shall check all operation and maintenance procedures to ensure that the Customer is operating and maintaining the equipment in an economic, effective, comfortable and correct manner.

13.1.3 Administration

Seller shall check all administration procedures to ensure that the Customer is administering equipment and databases in an economic, effective, comfortable and correct manner.

13.1.4 More Periodic Health Checks

Additional health checks for highly critical systems under the NetCare Elite support offering can be performed. The cost of this service will be quoted when the Customer defines the desired health check frequency.

13.2 On-site Upgrade Service

Seller will place an engineer at the Customer's site during the upgrade process to answer questions and help coordinate the upgrade event.

13.3 Upgrade Testing and Validation

Seller will validate or assist in the validation of a software Release into the Customer's environment.

13.4 Tailored Performance Reports

Customers with NetCare Elite can request tailored performance reports based on their business requirements. The price of this optional service will be provided on request.

13.5 Disaster Recovery Plans

Seller can recommend best practices and procedures for disaster recovery for our equipment for Customer covered under the NetCare Elite plan.

13.6 On-Site Spares

Seller can provide management of the Customer's on-site spare parts inventory. With this optional service, the Customer will own and store the spare parts at the equipment sites; however, Seller will manage the revision levels and updates of those parts. This service ensures that all spare parts owned by the Customer are up-to-date and ready to be placed into service. (This spare parts strategy also removes any delays with advance replacement shipments for failed hardware components.)

Optional Services	NetCare Elite	NetCare Prime
After Hours Support	Not applicable	Quoted upon request
On-site upgrade service	Quoted upon request	Quoted upon request
Upgrade testing or validation of new S/W or H/W in Customer's lab environment	Quoted upon request	Quoted upon request
Custom SLA terms	Quoted upon request	Not available
On-site H/W replacement service	Quoted upon request	Quoted upon request
More periodic health checks	Quoted upon request	Not available
Tailored performance reports (monthly or quarterly)	Quoted upon request	Not available
Disaster recovery plans	Quoted upon request	Not available
Local spares depot (parts owned and managed by Seller)	Quoted upon request	Not available
On-site spares (Parts owned and managed by Seller)	Quoted upon request	Quoted upon request
More periodic Service Performance Reports	Quoted upon request	Not available
Oracle DB management Administration service (for touchpoint™ only)	Included	Quoted upon request

13.7 Managed Spares Service

Seller can provide a managed spare service. This service is not included in the standard support offerings. If Seller is to provide a managed spares service, the following requirements are applicable:

13.7.1 Ownership

For all equipment supplied by Seller, Seller shall own, maintain and deliver all spares for equipment suspected of being faulty.

13.7.2 Hardware Repair Limitations

Seller shall not provide hardware that has been repaired either more than three times with the same fault or reported more than three times as “no fault found” in any network. In no case shall a unit be repaired or resubmitted more than six times.

13.7.3 Spare Parts Compatibility

Seller shall ensure, at its expense, that all spare parts are compatible with the Customer's hardware versions and software Release.

13.7.4 Termination of Spare Parts Service

If the Customer decides to cancel the spares service, they will have the option to purchase the Seller's spare stock at a mutually agreed price.

13.7.5 touchpoint Oracle Database Administration Service Program (included in NetCare Elite)

Seller offers support and maintenance services to customers who purchase Oracle Database Administration (DBA) for the touchpoint system. This is an additional service offering to the touchpoint software support service. This section describes the scope of the service that will be provided under the touchpoint Oracle Database Administration Service Program.

Unless stated otherwise, terms and definitions are the same as detailed in the main body of the support service offering document. If a conflict arises, terms and definitions in this section take precedence in relation to the Oracle support.

13.7.5.1 Scope

This offering covers all aspects of managing the **touchpoint** database with the exception of the database operating system, hardware and underlying SAN. The standard backup and recovery mechanism implemented for the **touchpoint** Oracle Database uses Oracle Recovery Manager (RMAN). This offering includes backup and recovery of the database instance using RMAN but excludes the media used to store that backup. The media used is normally at the discretion of the Customer, e.g. a location on the SAN, tape or independent backup server.

13.7.5.2 Monitoring of the Database

Seller will assume full responsibility for proactively monitoring the database health and taking preventive action when required. Any intervention that has an effect on the operational aspect of the touchpoint solution will only be undertaken after reaching agreement with the Customer. The proactive monitoring includes activities such as managing the database storage structures, managing users and schema objects such as tables, indexes and views. The responsibility includes extending partitions and facilitating and recommending future growth of the system.

With full service support, the Seller's DBA team would be responsible for all aspects of managing the database as defined above with the lone exception of the backup and recovery mechanism.

This will include a review of the system to ensure the system is performing optimally. Email alerts will be sent in case of critical issues. Seller would provide a monthly service report on the previous calendar month's activity to the relevant service manager. The report would include system activity in relation to performance, incidents and capacity.

13.7.5.3 Oracle Updates

Seller will assume full responsibility to ensure that all Oracle software is installed, patched and maintained to the best standard as recommended by Oracle. This includes both Oracle clients and server software as used by the touchpoint solution. It will also include application of Oracle security patches when necessary. For the avoidance of doubt, when an upgrade from the currently installed major Oracle release to a new major release is requested by the Customer, such work falls outside the scope of this Agreement and will be carried out by Seller at the Customer's expense.

13.7.5.4 Oracle Support

Seller will assume full responsibility to engage and escalate to Oracle support as and when necessary in order to resolve database issues.

13.7.5.5 Oracle Access

Seller requires a secure VPN access to the Customer's Oracle database. Seller will install the Oracle GRID OEM suite to monitor the database and generate alerts.

The Customer shall permit SMTP (email) alerts to be sent from the database server to Seller DBA support in Dublin.

13.7.6 Business Objects Support Services

Seller offers support and maintenance services to customers who purchase the Business Objects components for the touchpoint system. This is an additional service offering to the

touchpoint™ software support service. This section describes the scope of the service that will be provided under the touchpoint Business Objects service offering.

Unless stated to the contrary, terms and definitions are the same as detailed in the main body of this appendix.

This offering covers all aspects of managing the touchpoint Business Objects component with the exception of the database operating system, hardware and underlying SAN.

Seller supports universes and reports delivered with the standard touchpoint Business Objects component. Seller also supports universe and reports deployed by Business Objects solutions. Seller will not support customer designed universes and/or reports unless the report is approved by Seller. Custom reports are not included in the overall support scope.

13.7.6.1 Business Objects Updates

Seller will assume full responsibility to ensure that all Business Objects software is installed, patched and maintained to the best standard as recommended by Business Objects (SAP).

13.7.6.2 Business Objects Support

Seller will assume full responsibility to engage and escalate to Business Objects support as and when necessary to resolve database issues.

14. SUPPORTED PRODUCTS

The following Seller products are covered by this Appendix 4. Products not listed shall only be covered following mutual agreement by the parties.

14.1 Network Monitoring

- IrisView
- Iris Suite
- GeoProbe
- Unified Assurance

14.2 touchpoint™ Solutions

- touchpoint Master Application
- touchpoint Collector Applications
- Proaction
- SUMO
- Customer Query Module (CQM)

14.3 RAN Solutions

- TrueCall® Software
- GeoSoft Software

The following platform components are not part of the service offering unless agreed as part of the scope of the project:

- Third Party Applications and Hardware (e.g. SUN, Dell, HP servers);
- Taps/Aggregators (not directly supplied by NetScout Texas); and
- Support required for custom professional services projects. (This can be purchased separately e.g. DataCast Feeds requiring ongoing configuration changes beyond acceptance of the PS project)

15. INCIDENTAL USE OF DATA

Customer may provide to Seller data and network traffic information including, but not limited to, configuration data, IP addresses, payload data (which includes the content of the message), screenshots, data dumps, and trace and log files (“Customer Data”). Seller may use Customer Data to provide services hereunder as well as for purposes compatible with providing the services including, but not limited to, error analysis and correction, and product and services adjustment, configuration, improvement, and development. In addition, Seller may: (a) compile statistical and other information related to the performance, operation and use of the products and/or services, and (b) use and share data from the products and/or services, including Customer Data, in aggregated form to create statistical analysis and for research and development purposes (hereafter “Product and Service Analyses”). Seller retains all intellectual property rights in Product and Service Analyses. Customer retains all intellectual property rights in the Customer Data. Seller’s Privacy Policy located at <http://www.netscout.com/legal/privacy-policy/> applies to Seller’s collection, use, disclosure, transfer or other processing of Customer Data, as applicable, and the terms of such Policy are incorporated herein by this reference.