



## Smart Data Services Description and Terms

### SDS-Delivery

#### Introduction and Objective

NetScout Systems, Inc. is committed to providing its customers with quality Smart Data Services, as described herein (“Services”), delivered by skilled industry professionals. The Services are designed to help customers increase the value of their investment in NetScout’s products by addressing specific business challenges.

#### Scope of Services and Timeline

Upon purchase by customer, NetScout will provide a Smart Data Services consultant to work with customer to deliver the Services, commencing with a discovery session to identify and capture specific Services to be performed. For each Service engagement, NetScout's Services professional will perform the applicable Services Monday through Friday between the hours of approximately 8:00 am and 5:00 pm, customer local time, excluding NetScout holidays. Upon conclusion of the Service engagement, NetScout will issue a service report to customer describing the Services performed (such report being the “Service Report”). The Services may encompass some or all of the following activities, as applicable, and the sequence and quantity of these tasks may vary, depending on the size and complexity of implementation.

- On-site and off-site implementation and provisioning of NetScout products.
- Quick Start services. In the event a Quick Start is applicable, the specific Quick Start being purchased will be identified in the quotation under which the Services are being purchased. The Quick Start will be performed in accordance with the data sheet applicable to the particular Quick Start, available at <https://www.netscout.com/support-services/sds-quick-start>
- Discovery session(s) to identify use cases to address business or technical needs, and development of those use cases.
- Script development, deployment, and troubleshooting for business transaction tests.
- Advanced implementation services, e.g., relocation services, migration services, and expansions.
- Customized implementation services, e.g., after-hours upgrades, system audits, major feature enablement/optimization, and capacity planning.
- Training on NetScout product toolkits.
- Knowledge transfer session(s) regarding new workflows, use cases, and reports created.

If customer is an authorized reseller of NetScout products and services, and the end user is an agency or instrumentality of the United States government who requires that consultants hold current Department of Defense security clearances, then customer shall (a) notify the end user that the security clearances of NetScout’s consultants are sponsored by a cleared third party contractor and not directly by NetScout and (b) if applicable, obtain the end user’s consent to such arrangement.

#### Customer Requirements

The performance and successful completion of the Services is based upon the assumptions set forth below. Customer's inability to provide any of the following may affect deliverables, completion dates, and prices, and NetScout will not be liable for claims resulting therefrom. Customer will provide:

- All hardware racked and connected to network, IP addresses assigned, all inter-device connections made and confirmed, with access through firewalls.
- Pre-engagement assessment documentation prior to commencement of the Services.
- Documentation of customer network and topology prior to commencement of the Services.
- One customer point of contact for questions and issues relating to the engagement.



- Sufficient qualified customer personnel capable of performing customer's obligations in connection with the Services.
- Reasonable physical and remote access to customer's facilities (as needed to perform the Services), including hardware, software, networks, and systems, during customer's normal business hours and otherwise as reasonably requested to allow NetScout to timely perform the Services – where required.
- Sufficient working space and office support, including network and internet connectivity and access to telephones, photocopying equipment, printers, and the like, as NetScout may reasonably request – where required.

### **Work Product**

The Services do not constitute works for hire. NetScout exclusively owns all object code, source code, flow charts, documentation, information, reports, test results, findings, ideas, and all works and other materials developed hereunder (collectively, "Work Product") and title thereto will remain with NetScout. All applicable patents, copyrights, trademarks, trade secrets, and other rights and interests in the Work Product are and will remain entirely with NetScout. Upon payment in full of the amounts due hereunder, customer will have a perpetual, non-transferable, non-exclusive license to use the Work Product for its internal business purposes. Distribution of the Work Product for any reason other than customer's internal business purposes is prohibited.

### **Deliverables and Scheduling**

This Smart Data Services Description constitutes a fixed-fee statement of work for the Services described herein. Additional tasks considered outside the scope of this Smart Data Services Description, or departure from the standard tasks of these Services, will be defined, documented and mutually agreed upon in writing by NetScout and customer and handled as a separate delivery engagement. Any delay and/or wait-time on the engagement due to customer readiness or third party products and vendors will impact the delivery schedule and will require rescheduling of the engagement. Upon receipt of customer's purchase order, NetScout and customer will agree on the engagement start date.

### **Invoicing and Payment**

The Services described herein require prepayment, or other payment terms as determined by NetScout in accordance with its billing policies. NetScout will invoice customer in advance for such Services and payment is due in full in U.S dollars within thirty (30) days of the invoice date, unless otherwise set forth in the applicable quotation. Prices are exclusive of expenses and applicable taxes, which shall be paid by the customer. The Services expire one (1) year from the invoice date. Refunds are not available for unused and prepaid Services. The Services are not subject to acceptance, and NetScout will have fulfilled its obligations under this Smart Data Services Description once it has provided customer with the Service Report.