

Smart Data Services Description and Terms

This document describes the services which will be provided by NetScout Systems, Inc. to customers who purchase Smart Data Services (“Services”).

I. Description of Services

Upon purchase by customer, NetScout will provide a Services consultant to work with customer to deliver the Services, commencing with a discovery session to identify and capture the specific Services to be performed (the “Service Deliverables”). The Services are designed to help customers increase the value of their investment in NetScout’s products by addressing specific business challenges. For each Service engagement,

1. NetScout's Services consultant will perform the applicable Services remotely, Monday through Friday between the hours of approximately 8:00 a.m. and 5:00 p.m., local time of consultant’s location, excluding NetScout holidays or as otherwise agreed between parties; and
2. The Service Deliverables may encompass some or all of the following activities, as applicable, and the sequence and quantity of these activities may vary, depending on the size and complexity of the engagement.
 - a. On-site and off-site implementation and provisioning of NetScout products.
 - b. Quick Start services, which is an advanced service intended to accelerate the value realization of customer’s investment in NetScout’s products. If Quick Start services are applicable, the specific Quick Start services being purchased will be identified in the quotation under which the Services are being purchased. Quick Start Services will be performed in accordance with the data sheet applicable to the particular Quick Start service, available at <https://www.netscout.com/support-services/sds-quick-start>.
 - c. Discovery session(s) to identify use cases to address business or technical needs and development of those use cases.
 - d. Script development, deployment, and troubleshooting for business transaction tests.
 - e. Advanced implementation services, as applicable (e.g., relocation, migration, and expansions).
 - f. Customized implementation services (e.g., after-hours upgrades, system audits, major feature enablement/optimization, and capacity planning).
 - g. Training on NetScout product toolkits.
 - h. Knowledge transfer session(s) regarding new workflows, use cases, and reports created.
 - i. Upon conclusion of the Service engagement, NetScout will issue a service report to customer describing the Services performed (“Service Report”).

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 may be 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.

II. Customer Responsibilities

The performance and successful completion of the Services is conditioned upon the following customer responsibilities. Customer's inability to provide any of the following may affect Service Deliverables, completion dates, and prices, and NetScout will not be liable for claims resulting therefrom. Customer will provide:

1. All hardware racked and connected to network, IP addresses assigned, all inter-device connections made and confirmed, with access through firewalls.
2. Pre-engagement assessment documentation prior to commencement of the Services.
3. Documentation of customer network and topology prior to commencement of the Services.
4. One customer point of contact for questions and issues relating to the engagement.
5. Sufficient qualified customer personnel capable of performing customer's obligations in connection with the Services.
6. 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.
7. 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.
8. The NetScout products that are the subject of the Services must be covered under (a) a NetScout maintenance program or (b) warranty support during the term of Services. The return of any defective NetScout products are the responsibility of customer and must be submitted in accordance with NetScout's then-current Return Material Authorization procedure available at <https://www.netscout.com/support/advanced-replacement-onsite-support-policy>. Qualified or third-party hardware products being used with NetScout software are not eligible for NetScout maintenance programs or warranty support.

III. 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.

IV. Deliverables and Scheduling

This Smart Data Services Description constitutes a fixed-fee statement of work for the Services described herein. Upon receipt of customer's purchase order, NetScout and customer will agree on the engagement start date. Commencement will typically begin within eight (8) weeks from NetScout's acceptance of the customer's purchase order and duration of engagements is up to four (4) business weeks from the commencement of Services or as otherwise agreed in writing between parties.

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.

V. Fees, Invoicing and Payment

The Services described herein require prepayment, or other payment terms as determined by NetScout in accordance with its billing policies. Unless otherwise agreed to by the parties in writing or set forth in the applicable quotation, (a) NetScout will invoice customer in advance for such Services and (b) payment is due in full in U.S dollars within thirty (30) days of the invoice date. 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. Unless otherwise indicated in writing by NetScout, the Services are not subject to acceptance, and the Services will be deemed complete upon delivery of a Service Report.