

Visibility as a Service Description and Terms

This document describes the services which will be provided by NetScout Systems, Inc. to customers who purchase Visibility as a Service Premium Services either bundled with MasterCare Support Services (“**nVaaS**”) or separate from MasterCare Support Services (“**VaaS**,” **otherwise referred to as “Omnis VaaS**”). For purposes of this document (“**Service Description**”), the term “**Service**” will mean either the VaaS, Omnis VaaS, or nVaaS service based on which service has been purchased by customer.

I. Definitions

For purposes of this Service Description, the following definitions apply:

“**Design Gathering Form**” means the NetScout form to be completed by customer and NetScout that defines the Monitored System, including Key Applications.

“**Key Application**” means each specific application within the Monitored System which will be monitored by NetScout as part of the Service and is identified as such in the applicable Design Gathering Form. Any application within customer’s environment which has not been identified as a Key Application is not subject to the Service.

“**Monitored System**” means customer’s Platform, equipment, Key Applications and Network environment, as identified in the applicable Design Gathering Form and including the public and private IP address space of all sites being monitored.

“**Network**” means customer’s network infrastructure which is part of the Monitored System, as identified in the applicable Design Gathering Form.

“**Platform**” means customer’s on-premise deployment of the Software on NetScout or third-party hardware and which is deployed within the Monitored System.

“**Software**” means NetScout’s proprietary programs in object code as identified in the NetScout quotation.

II. Description of Services

NetScout will provide the Service for the number of months purchased and only for those Monitored Systems for which Services have been purchased. The Service is performed 24x7, 365 days a year. The Service includes the following activities:

1. Work with customer to finalize the Design Gathering Form.
2. Day-to-day administration of the NetScout appliances (“**Hardware**”) and/or software (“**Software**”) for which the Service has been purchased including:
 - a. Implementation of maintenance releases, enhancements, corrections, bug fixes, and modifications made generally available by NetScout for the Software, operating system updates, hardware maintenance for NetScout and NetScout certified hardware, and implementation assistance for installing and configuring add-on Software;

- b. Backup maintenance for the Software such as regular configuration, password and community string backups, and off-sight storage of the data required during disaster recovery efforts; and
 - c. Software configuration customization assistance such as designing new reports, defining targeted services dashboards, discovering and configuring complex, custom and unknown applications, and integrating with supported third-party applications.
3. Operation of the Software to enable a “hands free” monitoring experience including: monitoring of the Monitored System, identifying Key Application or Network anomalies detected by the Software, providing recommended next steps, and running available Key Application and Network performance and health reports.
 4. Assist customer with troubleshooting alerts and other Monitored System issues reported by customer.
 5. Provide a monthly analysis report by a NetScout expert analyzing trends and issues within the Monitored System.
 6. For nVaaS, the benefits of MasterCare Services are bundled into the Services.

III. Customer Responsibilities

Timely performance and successful delivery of the Service is conditioned upon the following customer responsibilities:

1. Provide NetScout with all information requested in the Design Gathering Form and promptly inform NetScout of any changes to such information for the duration of the Service.
2. Acquisition and purchase of all hardware, equipment, software, and accessories necessary for proper operation of the Network and Monitored System, whether via NetScout or customer’s third-party vendors.
3. Unless otherwise agreed by the parties in the Design Gathering Form or purchased separately from NetScout, customer is responsible for initial Platform setup (i.e., “rack and stack”).
4. Provide NetScout with the following, as is reasonably required or necessary for NetScout to perform the Service: (a) all requested information; (b) access to the Platform which includes, without limitation, providing internet and console connectivity to enable NetScout remote connection to the Platform and providing NetScout with administrative access to the ethernet management port of the Platform via SSH, HTTPS and console tools such as PuTTY; (c) access to customer’s Network and information regarding customer’s Network configuration and any changes thereto; and (iv) connectivity from the Platform to allow for outgoing e-mail to NetScout’s VaaS Network Operations Center.
5. Customer acknowledges that operation and performance of the Service involves NetScout having access to the Network and customer expressly consents to the same. Customer will ensure that NetScout, while it performs the Service, has all necessary rights to access the Network and the internet traffic flowing thereto and any applications contained therein.

6. Take all actions as reasonably necessary to enable NetScout to perform the Services and designate a single point of contact having sufficient authority and technical skills to manage the NetScout relationship.
7. Customer shall (a) work with NetScout to document internal emergency/incident response procedures, including a responsibility matrix and communication plan for all incident levels, (b) provide feedback on Key Application and Network performance during incident triage, and (c) assist NetScout to define Network and policy requirements to ensure proper configuration.
8. The Software and any NetScout or NetScout certified hardware being used with the Software must be covered under a NetScout maintenance program or under NetScout warranty support during the term of Service. The return of any defective NIC cards or NetScout or NetScout certified hardware parts 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 being used with the Software are not eligible for NetScout maintenance programs or NetScout warranty support.
9. Except as expressly stated in this Service Description, customer is responsible for implementing changes and corrections to the non-NetScout elements of the Monitored System, whether as part of routine maintenance or in response to operational or performance problem alerts.
10. Customer shall have all rights necessary to provide NetScout's access to customer's facilities and data in compliance with all applicable laws.

IV. Fees, Invoicing and Payment

The fee for the Service is identified in a quotation issued by NetScout or authorized NetScout channel partner. Unless otherwise set forth in the quotation, the Service will be invoiced annually in advance. Applicable taxes shall be paid by customer. Payment is due in full in U.S. dollars within thirty (30) days of the invoice date. The Service is not subject to acceptance, and NetScout will have fulfilled its obligations under this Service Description when it has delivered the Service each month.

V. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL NETSCOUT BE LIABLE FOR ANY DAMAGES, HOWEVER CHARACTERIZED AND REGARDLESS OF THE CLAIM'S BASIS, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION, EVEN IF NETSCOUT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.