Network Assessment Statement of Work (SOW)

Re: Customer

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Prepared By:

TILLIT
PROFESSIONAL SERVICES

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Common Definitions

Immediately following are some expressions used in this document with specific meanings in the context of their use. Please review them to be clear of their localized meaning and intent.

“Partner” means the name of the direct TILLIT customer.

“Client” means the name of the Customer on the cover page of the SOW.

“Successful installation” means that the equipment has been installed at the specified location, the power adapter has been plugged into the equipment and to local power, Ethernet cable (CAT5E or CAT6) has been plugged into the equipment Ethernet port and to the local data switch, the equipment power button has been pressed to turn it on and that the equipment is reachable through Ping testing by designated personnel.

“©TiVVA” is Tillit Technology Corporation’s standard proprietary computer software, releases up through 4.XXX, updated as of the date of this Statement of Work and includes copyrights through 2012.

“Ping testing” means that the equipment referred to has been tested with the ‘ping’ command by designated personnel.

“Project Team” are the team members listed in the TILLIT Customer Questionnaire.

“Effective Date” shall mean the Document Date shown on the cover page of this SOW.
1.0 Overview

The TILLIT TECHNOLOGY CORPORATION ("TILLIT") Network Assessment ("Assessment") tests, analyzes, monitors, measures and characterizes network performance in three phases on the Client network. Testing is performed using ©TiVVA Network Analyzer, the proprietary TILLIT Technology standard software solution. The Assessment is performed on the location as defined by the in the Tillit Customer Questionnaire ("CQ"), tests mutually agreed locations and is nominally scheduled for 24 hours of testing on site at the location. The three phases of the Assessment are:

- Network testing (~6 hours)
- Network monitoring (~4 hours)
- Video, voice and/or application modeling testing (~20 hours or more as defined in the Tillit CQ)

Testing, monitoring and modeling are accomplished using ©TiVVA Appliances, which are small network appliances that are easily configured, deployed, and installed. The Appliances serve only as testing probes and are not capable of other functions common to users (i.e., surfing the web, sending or receiving email). Orchestrating testing is the ©TiVVA console using Tillit standard proprietary software release 4.X which manages testing parameters, configurations, defines multiple testing model use-cases, logs and records event data, calculates results and generates the Assessment report. Testing commonly uses both point-to-point, point-to-multipoint and mesh testing methodologies.

1.1 SOW Validity

The validity of the Assessment outlined in this SOW are subject to the agreeing to the time lines outlined and described in the SOW within 60 days of the Effective Date of this SOW. In the event that causes a material delay in the time lines defined in the SOW, TILLIT reserves the right to amend the terms, conditions and/or pricing contained herein, or withdraw this SOW entirely.

1.2 SOW Offer Period

Unless otherwise agreed to mutually in writing, this SOW will expire within 60 days of the Document Date as set forth on the cover page of this document.

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1 Tillit Technology Corporation registered copyrights 2009-2012.
2.0 Project Scope

Assessing the network will require completion of the Tillit Customer Questionnaire ("CQ"), analysis of the network and network application(s)\(^2\) performance logs, network saturation reports, QoS designs and policing, LAN and WAN topology drawings, configuration of IP video equipment and bridges, and any other equipment stated in the Customer Questionnaire. **TILLIT** will require the full cooperation of specified partners and designated personnel to accomplish the Assessment.

The 16 locations included in this Scope include: Location, Location, Location. Locations X, Y and Z are out of scope for this assessment.

This SOW includes Video and VoIP Assessments and requires simultaneous execution of testing.

The Assessment is nominally scheduled for 24 hours of testing after arriving at the location specified by the and all ©TiVVA Appliances have been successfully installed. The activities in each Assessment phase are commonly:

2.1 IP Video Project Activities

- On Location Day 1
  - Confirm ©TiVVA Appliances have been installed in the network and are ready for testing. If any Appliance is not ready notify Project Team.
  - Reconfirm that each Appliance is properly configured or reconfigure each Appliance due to minor changes required upon arrival at the location.
  - Configure the ©TiVVA Console for the Assessment.
  - Notify Project Team that Preliminary testing is about to commence.
  - Perform a brief preliminary test to confirm that each test will properly run, network ports are open, the Console is receiving data from each piece of equipment under test and that the network does not currently have an existing condition or configuration that would prevent the completion and validity of the Assessment.
  - Upon successful preliminary testing, optionally begin Phase 1 Network testing after notifying Project Team defined in the CQ that testing is ready commence.

- On Location Day 2: Network Testing & Monitoring
  - Confirm readiness to begin Phase 1 Network testing, if not already began.
  - Notify Project Team that Phase 1 Network testing is about to commence, if not already began.
  - Monitor Phase 1 Network testing progress until conclusion or interruption.
  - If the reason for interrupting the Assessment is resolved, restart testing.
  - Upon conclusion of Phase 1 Network testing, confirm Appliances have replicated all Phase 1 data to the Console.
  - Notify Project Team that Phase 1 Network testing has concluded.

\(^2\) Such as: IP Video conferencing, Voice Over IP, database replications, UC systems...
Configure Console and Appliances for Phase 2 Monitoring testing.

Configure Port Monitors supporting the application Monitoring phase.

Notify Project Team of readiness to begin Phase 2 Monitoring testing.

Implement Port Monitors as defined in the CQ.

Commence Phase 2 Monitoring

Monitor Phase 2 application Monitoring until conclusion or interruption.

If the reason for interrupting the Assessment is resolved, restart testing.

Upon conclusion of Phase 2 Monitoring, confirm Appliances have replicated all data from Phase 2 Monitoring to Console.

- On Location Day 3: Video/Voice/Network Application Modeling & Testing
  - Configure Console and Appliances for Phase 3 Network Application Testing
  - Notify Project Team that Phase 3 Network Application testing is about to start.
  - Monitor Phase 3 Network testing progress until conclusion or interruption.
  - If the reason for interrupting the Assessment is resolved, restart testing.
  - Upon conclusion of Phase 3 Network Application testing, confirm Appliances have replicated all data from Phase 3 Network application testing to Console.
  - Notify Project Team that Phase 3 Network Application testing has concluded.
  - Upon completion of all testing, remove ©TiVVA Console and Appliances from network.
  - Confirm that the network is operating normally.

- Off Location Days 4 – 11: Data Analysis & Report Generation
  - The processing and automated analysis of data usually requires 48 hours, depending on the number of locations and complexity of the Assessment.
  - Anomalies and aberrations may be manually reviewed to validate event correlation, causation and conclusions.
  - The first publication of the report will be within 5 business days after returning from the Assessment. The report will be published in two forms: a Tillit branded PDF document and a Word document unbranded for local editing capabilities.

### 2.2 Project Deliverables

Tillit will deliver a report that outlines any problems that will degrade network performance and will include the following:

- Bandwidth availability and reliability of all locations
- Packet loss, latency and jitter for all locations
- One-way latency of each location (customer support required)
- Bandwidth bottleneck IP addresses for each route
- UDP per-hop analysis including queue packet sizes and timing values
- Quality assessments using the Good, Acceptable, Poor (GAP) scoring method for end-use quality projections
- Analysis of service monitoring assessment (customer support required)
- Network analysis of existing performance prior to application testing

Upon delivery of the Assessment report the SOW shall be considered completed.
3.0 Pricing

Pricing follows a layered plan with scalable costs to meet specific requirements. Pricing is generally made up of the number of locations to be tested, the type and scope of testing, any additional consulting, and any travel outside of the US.

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Network Assessment, Base Price</td>
<td>$14,500</td>
<td>Includes one ©TiVVA console laptop, up to 16 ©TiVVA appliances, 3 days on-site maximum</td>
</tr>
<tr>
<td>Additional Location</td>
<td>$1,000</td>
<td>Up to 32 locations maximum per ©TiVVA console</td>
</tr>
<tr>
<td>Engineer Additional Daily Rate</td>
<td>$2,000</td>
<td>As required and confirmed in writing with Verizon via e-mail approval</td>
</tr>
</tbody>
</table>

3.1 Project Pricing

Pricing for this project is $X plus any charges as detailed in Section 3.2 below, which shall be billed as set out in the Network Assessment Test Plan for this project, which shall be an attachment to this SOW. Tillit will invoice $X for software licenses upon shipment of equipment.

3.2 Pricing Notes

1. Travel, and living expenses are excluded and are in addition to the above pricing. When a change of travel cost is incurred as a result in additional days as required by the, will be invoiced upon project completion. Shipping and expense to be arranged by to international locations outside of the US or EU.

2. If through no fault of Tillit the project is unable to proceed as scheduled, a restart fee of $2500 plus travel cost charges will be required if it is determined the status of Not Ready.

3. Pricing is based on working normal business daytime hours, from 8:00 AM to 5:00 PM local time, Monday through Friday, excluding Tillit and or State observed holidays. Any requirements to provide Services outside of these hours may be subject to customary overtime charges.

4. Pricing above establishes that Tillit will provide an engineer on-site for a maximum duration listed above. Additional days are available at the established consulting rate above.

5. Any change or material deviation in scope and level of effort for Tillit that falls outside of the SOW may require changes to the Service, delivery schedule and pricing and will require an approved Job Change Order.

6. This SOW contemplates that all equipment will be provided into a secure location and therefore must be abandoned by Tillit. Therefore in addition to any other charges the following will apply for equipment that is lost or stolen:

Appliances will be billed at the rate of $1,000.00 per unit
Console will be billed at the rate of $5,0000.00 per unit.

4.0 Terms & Conditions

1. Tasks, activities, deliverables and support requested by the that apply to this SOW shall occur during normal business hours (e.g., 8AM-5PM, M-F) local time, excluding TILLIT and Federal and State holidays, unless otherwise mutually agreed to in writing by TILLIT and .

2. shall designate a Single-Point-of-Contact (SPOC) to TILLIT who must be available and involved throughout the entire work effort outlined in this SOW. The SPOC will have the authority and responsibility of key project management parameters: authority to approve Job Change Orders, approve changes to Travel & Living expenditures, maintain project plans and / points of contact and coordinate communication with all Project Team members.

3. understands that network Assessments, troubleshooting, performance monitoring and reporting represents data taken at that time and requires a network to be “stable”, represents a “snapshot” for that period. TILLIT does not warrant future performance, problem resolution or specific levels of performance.

4. The network shall not be changed, upgraded, or modified during the period of testing in this SOW.

5. acknowledges that not providing documentation or information related to the scope of this SOW may adversely effect any and all portions, results, conclusions, validity, accuracy and/or pertinence to the goals and terms outlined in this SOW.

6. Any changes to the SOW, objectives, work activities, duration, deliverables shall be made only in writing and executed by duly authorized representatives of both parties. TILLIT is under no obligation to proceed with any changes until such work has been duly authorized.

7. Any delays to TILLIT caused by not being fully prepared may result in onsite delay and subject to TILLIT charging for additional cost.

8. Except as specifically stated in an EULA, the software programs are provided and licensed “as is” without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties or merchantability, non-infringement, and fitness for any particular purpose.

9. To the maximum extent permitted by applicable law, in no event will TILLIT Technology Corporation be liable for any damages, including lost profits, lost productivity, lost savings or other incidental or consequential damages arising out of the use or inability to use software programs or professional services, even if TILLIT or authorized partner had been advised of the possibility of damages.

10. If any provision of this Agreement is held to be unenforceable, that shall not effect the enforceability of remaining provisions. These provisions shall be governed by the laws of the State of Nevada and of the United States, without regard to any conflict of laws provisions.
5.0 Customer Approval

The signatories below are duly authorized representatives of the parties for the purpose of legally agreeing to this agreement effective as the date set forth on the cover page.

Tillit Technology Corporation  
By: ____________________________  
Print Name: ________________________  
Title: ______________________________  
Date: ______________________________

Customer  
By: ____________________________  
Print Name: ________________________  
Title: ______________________________  
Date: ______________________________