

Migration Estimate Agreement

This Agreement is between Customer and Spectra Logic Corporation (“Spectra Logic” or “Spectra”) for Spectra Logic Professional Services should Customer purchase migration services from Spectra Logic.

Contents

MIGRATION ESTIMATE AGREEMENT	3
IN SCOPE.....	3
OUT OF SCOPE	3
LOCATION OF SERVICES.....	4
TERMINATION	4
BILLING	4
SPECTRA REPRESENTATIONS AND WARRANTIES	4
CONFIDENTIALITY	5
COMPLIANCE WITH LAW	5
INDEMNIFICATION.....	6
INTELLECTUAL PROPERTY INDEMNIFICATION.....	6
CONSEQUENTIAL DAMAGES.....	6
OTHER TERMINATION	6
INSURANCE	6
INDEPENDENT CONTRACTOR	7
FORCE MAJEURE.....	7
GOVERNING LAW.....	7
ASSIGNMENT	7
ENTIRE AGREEMENT/AMENDMENTS.....	7
PROJECT AUTHORIZATION	8
EXHIBIT 1A - NYC	9
INITIAL QUALIFICATION AND PILOT.....	9
<i>Proposed Estimate of Professional Services.....</i>	<i>9</i>
WORKFLOW DRAWING	10
MAJOR TASKING.....	10
MIGRATION FROM SGL TO BLACKPEARL, AND PRODUCTION OF MIGRATED SYSTEM.....	10
SOLUTION EXPECTATIONS – DETERMINED AFTER PHASE ONE.....	10
EXHIBIT 1B – SAMPLE STATEMENT OF WORK.....	12
SPECTRA HARDWARE	12
CUSTOMER HARDWARE.....	12
DELIVERABLES – SAMPLE ONLY, NOT SPECIFIC TO CUSTOMER YET	12
TIMELINE	12
PROCESS	12
<i>Installation and Configuration</i>	<i>12</i>

PILOT	14
MIGRATION.....	14
COMMUNICATION	15
VALIDATION	15
PROFESSIONAL SERVICE DAY CONSUMPTION	16
RISKS	16
PROFESSIONAL SERVICE CONSUMPTION	17
EXHIBIT 1B VERSION X AUTHORIZATION	17

Migration Estimate Agreement

In Scope

The scope of this project includes the items in Exhibit 1a to be performed by a Spectra Logic representative to determine an estimated scope of project to perform data migration services (the “Services”). Although the scope will result in an estimate of the scope of Services to be provided, it is understood it is based on a cursory investigation of Customer systems and may likely change as the Services continue to progress. Initially, Spectra Logic will produce a document in the form and format substantially similar to Exhibit 1b. Subject to progressive discovery of additional issues, unknowns, and new requests, additional days of professional services may be purchased to continue the Services. If so, the parties will agree on a Change Order to be signed by authorized representatives of both Customer and Spectra Logic.

Out of Scope

Any items not included in Exhibit 1b are considered outside of scope and are not included as part of the Services purchased from Spectra Logic.

- Throughput numbers are provided based on ideal lab conditions and are subject to network, file size, configuration, and other specifics within the Customer environment.
- Basic network evaluation and initial throughput tests are included in all migrations. Additional work needed to overcome system limitations determined to be the result of Customer network issues, network setup, firewall or switch setup, Customer equipment, security restrictions, security scanning, or other Customer hardware or software is not covered in the Agreement, unless added in a Change Order. Spectra reserves the right to charge the Customer time and material for any such issues in any phase of this project in addition to the agreed upon scope.
- Spectra migration Services are provided on a reasonable commercial effort basis based on existing migration technology and solutions. Enhancements requested to increase speed or add any non-existing features are not included in the scope.
- Adaptation to any changes made by underlying software (Diva, SGL etc.) are generally included in the scope but will be prioritized by Spectra exclusively. If the initial timeline does not meet Customer needs, options may be provided to accelerate the development at additional cost to the Customer.
- Special configuration is expected to be provided by the Customer, e.g. Active Directory configuration, Virtual Machine configuration, and other Customer network/hardware/software are out of scope but can be added as Services if requested by the Customer.
- While Spectra will make every effort to work with the customer to meet any established migration deadline, performance goals, and workflow requirements as set forth in the Exhibits, migration is usually a challenging project with a variety of potential out of scope items that arise. With Spectra’s experience in multiple migrations and the more detailed analysis done in the pilot phase, we expect to have a good handle on the overall project timeline. However, additional work, equipment, or time might be required to complete the project and may result in some assets either not able to be migrated or that must be manually migrated as migration progresses. Any additional work or equipment needed to speed up or complete migration, add quality assurance to the migration, clean up difficult to restore assets, or examine objects or databases from the original system will be billed as set forth in an appropriate Change Order.

-
- All RioBroker and RioCruise configuration, migration script customization, migration monitoring, and status updates not specifically covered in Exhibit 1b or Change Order are out of scope.

Note that during both the migration and production phases set forth in Exhibit 1b, Spectra Logic's support organization is available to assist with Spectra hardware and software issues resulting in downtime. This document is the controlling document for the project engagement and Spectra support will be used for break/fix, core Spectra product monitoring and any hardware or software diagnosis and fix. Migration Services are not directly covered by Spectra support and will be managed by the assigned project manager.

Location of Services

After on-site installation of any physical equipment, the software installation, testing and training in some cases will be provided remotely. All Services whether on-site or remote are billed at the same rate. PS time will be charged against the project per hour including preparation, planning, in person or remote Services, and follow up by the responsible Spectra personnel. Such information will be detailed in an appropriate Change Order.

Termination

Customer or Spectra Logic may choose not to proceed with the migration at any time up to the completion of the Pilot Phase outlined in Exhibit 1b. In the case that Customer chooses not to move forward there is a 15% (of purchase price) restocking fee for any returned hardware. This restocking fee will be waived if Spectra Logic chooses not to proceed with the migration work.

Billing

Spectra shall invoice Customer on the dates described in Exhibit 1b or in a Change Order. The invoice shall include: a description of Service, all fee(s), taxes, costs, and other charges claimed with respect to such Service; the Order number; and a remit to address. An undisputed Spectra invoice will be payable within forty-five (45) days of Customer's receipt thereof. Customer reserves the right to request and receive from Spectra documentation regarding any fees, taxes, costs, expenses or any other charges which Spectra claims Customer is obligated to pay.

Customer may dispute any invoiced amount by providing written notice to Customer. Customer is not obligated to pay any invoiced amount that is the subject of a good faith dispute until such dispute is resolved, provided that Customer pays any undisputed invoiced amount. Once an invoice dispute is resolved, the invoice shall be paid within forty-five (45) days.

Spectra Representations and Warranties

Spectra represents and warrants (1) that Spectra is duly organized, validly existing, and in good standing under the laws of the state in which it was established and that it is authorized to do business in the jurisdiction where the Service are performed; and (2) that Spectra has the authority to enter into this Agreement and that it is not bound by any other Agreement, obligation or restriction, and will not assume any other obligation or restriction or enter into any other Agreement, which would interfere with its obligations under this Agreement or any rights granted to Customer under this Agreement.

Spectra represents and warrants and covenants that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Service, and that Spectra holds any and all licenses and permits as required by law, to perform the Service. The foregoing representations, warranties and covenants are, and shall be deemed to be, continuing.

Spectra agrees to perform the Service with care, skill and diligence, and in accordance with applicable standards currently recognized by Spectra's industry.

Spectra shall employ an adequate number of qualified personnel; and shall use skill, prudence, and good judgment to competently supervise the performance of the Service consistent with the interests of Customer.

Spectra represents and warrants that all Service shall be free of any material defects or defects in workmanship; shall conform in all material respects to the requirements of this Agreement; shall conform to the specifications agreed to by the parties; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement.

Confidentiality

Spectra, its employees or consultants shall not disclose to anyone other than authorized employees of Customer (or persons designated by such duly authorized employees of Customer) or use for the benefit of Spectra or its employees or consultants or for any entity other than Customer, any information of a confidential nature, including but not limited to information relating to any such materials or intellectual property, or any of Customer's projects or programs or the technical commercial or any other affairs of Customer, or any confidential information which Customer has received from a third party.

Spectra shall not be required to keep confidential any data (which it can establish by competent proof) is or becomes publicly available through other than a breach of this Agreement, is independently developed by Spectra or Customer's consultants outside the scope of this Agreement, or is lawfully obtained from third parties.

In the event of a breach of any of the provisions of this section, Spectra acknowledges and agrees that Customer shall be entitled in addition to any and all legal remedies, to such equitable relief as may be appropriate including but not limited to injunctive relief by any court of competent jurisdiction.

Compliance with Law

Spectra shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of any public authority (including without limitation child labor laws) bearing on the performance of this Agreement. Spectra shall notify Customer if it becomes aware of any non-compliance in connection with this Agreement and shall take all appropriate action necessary to ensure compliance by itself and by its subcontractors with such laws, ordinances, rules, applicable regulations, and Customer's safety requirements and other policies and procedures bearing on the performance of this Agreement.

Spectra at all times shall observe and comply with all applicable national, supranational (e.g., European Union) and local laws, ordinances and regulations that in any manner affect its performance under this Agreement and with all applicable orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having jurisdiction or authority over the performance of this Agreement.

Spectra shall protect, indemnify and save harmless Customer its respective officers, directors, employees, and agents against any and all claims, losses, demands, causes of action, and any and all related costs and expenses of every kind including, but not limited to reasonable attorneys' fees, costs, and expenses arising from or based on the violation or alleged violation of any such law, ordinance, regulation, order or decree, or any other requirements set forth in this section, whether by itself or its employees, agents, representatives, subcontractors, and consultants.

Indemnification

Subject to the terms and conditions of this Agreement, Spectra shall protect, defend, indemnify and save harmless Customer, its respective officers, directors, employees, and agents against any and all claims, losses, demands, causes of action, and any and all related costs and expenses of every kind including, but not limited to reasonable attorneys' fees, costs, and expenses suffered by the parties hereto and/or their employees and to the person or property of any other person or entity on account of personal injuries or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance of this Agreement. Spectra shall have no liability for damages or the costs incident thereto caused by the sole negligence of Customer, or its respective employees.

Intellectual Property Indemnification

Spectra warrants that the Service does not infringe, misappropriate or otherwise violate any intellectual property rights and agrees to protect, defend, indemnify and save harmless Customer, and its respective officers, directors, employees and agents against any and all claims, losses, demands, causes of action, and any and all related costs and expenses of every kind including, but not limited to reasonable attorneys' fees, costs, and expenses, incurred by them in connection with any assertion for such infringement, misappropriation or breach.

Consequential Damages

EXCEPT FOR CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF THE OTHER PARTY, WHETHER BASED UPON CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY OF LAW.

Other Termination

If either party shall default in the performance of its obligations under this Agreement, the non-defaulting party may give written notice to the other party, specifying the nature of the default and, if such default is not remedied within thirty (30) calendar days of such notice, then the non-defaulting party shall have the right, in its sole discretion either to immediately terminate this Agreement, in whole or in part, or to suspend the performance of the same until such default is remedied. Termination under this Section shall relieve and release the terminating party from any further liabilities and obligations hereunder, except any liabilities or obligations that accrued prior to the effective date of such termination.

Insurance

Spectra shall procure and maintain in effect at all times during the term of this Agreement, and at its sole cost and expense, comprehensive general liability, worker compensation, and employer, auto and professional liability with insurers with AM Best rating of A- or better.

Independent Contractor

In the performance of its obligations under this Agreement, Spectra shall at all times act as and be deemed an independent contractor. Nothing in this Agreement shall be construed to render Spectra or any of its employees, agents, or officers, an employee, joint venturer, agent, or partner of Customer. Spectra is not authorized to assume or create any obligations or responsibilities, express or implied, on behalf of or in the name of Customer.

Force Majeure

No party shall be liable for a failure or delay in performing any of its obligations under this Agreement if, but only to the extent that such failure or delay is due to causes beyond the reasonable control of the affected party, including (i) acts of God; (ii) fire, explosion, or unusually severe weather; (iii) war, invasion, riot or other civil unrest; (iv) governmental laws, orders, restrictions, actions, embargoes or blockages; (v) national or regional emergency including those associated with illness; and (vi) injunctions, strikes, lockouts, labor trouble or other industrial disturbances; provided that the party affected shall promptly notify the other of the force majeure condition and shall exert reasonable efforts to eliminate, cure or overcome any such causes and to resume performance of its obligations as soon as possible.

Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to its principles of conflict of laws.

Assignment

Neither party may assign, transfer or otherwise dispose of this Agreement or any obligation or right with respect hereto without the prior written consent of the other party.

Entire Agreement/Amendments

This Agreement, together with any schedules, and exhibits shall be deemed incorporated herein by reference thereto, and any Change Orders issued hereunder, constitutes the entire Agreement between the parties hereto regarding the subject matter hereof, and shall supersede and take the place of any and all Agreements, documents, minutes of meetings or letters concerning the subject matter hereof that may, prior to the effective date, be in existence. Furthermore, this Agreement shall supersede any and all pre-printed terms on any purchase orders, invoices, and other related documents. If the terms and conditions of any Change Order conflict with the terms and condition herein, the terms and condition herein shall control. This Agreement may only be amended by a statement in writing to that effect signed by duly authorized representatives of Spectra and Customer.



Project Authorization

To Order this Service (in accordance with the provisions and charges as set forth above), please return a signed copy of this Agreement to Spectra.

Customer

Spectra Logic Corporation

Printed Name

Printed Name

Signature

Signature

Title

Title

Date

Date

Exhibit 1a – Pilot phase

Initial Qualification and Pilot

Proposed Estimate of Professional Services

1. Installation and configuration of a BlackPearl & Stack Tape Library (93030000)
 - Onsite BlackPearl and Stack Tape Library Installation & Configuration includes basic setup for prep in RioBroker to begin archiving based on pre-defined Customer Data Storage Policies
2. Installation and configuration of a RioBroker & PFR Software (93030021, 93030006)
 - Onsite RioBroker and PFR software installation on a server(s) provided by Customer per minimum requirements. Includes connectivity to frontend Avid Interplay PAM and basic archive/restore testing
3. RioBroker's RioCruise Migration Data Licensing for up to 3PB (sold in 1PB increments) (93030023)
4. Estimate of 5 Days of Customer Success Managed Professional Services (93030024) to cover the following:-
 - SGL Database assessment
 - Current environment assessment
 - Setup a "Pilot" environment with the BlackPearl and RioBroker systems to test and refine the migration workflow and scripts with Avid Interplay PAM's Archive and Restore Profiles
 - Execute a switchover to RioBroker from Flashnet after Pilot testing complete in which remote monitoring over the length of migration will occur
 - Post-migration cleanup in cross-referencing all assets migrated vs the initial SGL database assessment

Workflow Drawing

High Level Migration Workflow

[[DIAGRAM HERE]]

Major Tasking

1. SGL Database Assessment. Done = confirm compatibility of the current SGL system and identify any issues which may cause an issue
2. Assess the existing environment. Done = Any holes of software, hardware, or people needed for the migration are identified in preparation for task #3
3. Installation and testing of RioBroker & PFR software. Done = RioBroker can access the SGL system, recall files from the SGL system, index in PFR, and write data to the BlackPearl system. Identify any performance issues.
4. Stack installation. Done = Components have been installed, configured into a partition and tested for tapes to be moved into and out of the drives.
5. BlackPearl Installation. Done = Ability of the BlackPearl to accept data from the RioBroker and write the data to the Stack Tape Library.
6. Workshop to Develop a customized plan for migrating from SGL using RioCruise and any other customized tools for any special content identified in the Database assessment, maintaining the availability of managed assets throughout the process. Done = Plan presented to Customer
7. Run a Pilot of the plan in Customer environment. Done = Identification of any necessary customizations needed, revised estimated completion date, plan changed presented to Customer
8. Provide an estimate on the expected throughput of the system and an expected time to complete the migration. Done = Present estimates to Customer for Phase 2.

Migration from SGL to BlackPearl, and Production of Migrated System

1. Go live with the Pilot system, and switch Avid to the new RioBroker server for any recalls from the SGL Flashnet system. Done = Avid can recall data from the SGL system via RioBroker.
2. Execute conversion/migration plan. Done = Migration completed, and any actions needed for unmigratable assets are identified
3. Post-Migration clean up tasks. Done = Verify databases of SGL and RioBroker are identical, and any difference is documented for Customer to be either not migrated or agreed on a new method of migration
4. De-install any project software or hardware that is no longer needed for the new workflow. Done = Customer environment in a final production state
5. Conclusion - Complete Solution Review with Customer, and deliver final migration report

Solution Expectations – Determined after Phase One

This solution was sized to support a daily ingest of 50 TB/day of objects with average sizes of 0.5 GB while balancing restore jobs. The solution has a theoretical max throughput of 5 TB / hour combined read and/or write under ideal conditions. Based upon those conditions, the migration is estimated to be completed by <TBD based on total data to migrate, and final environment setup after Pilot >.

Exhibit 1b – Sample Statement of Work

to be updated with Customer specific versions during pilot phase

Spectra Hardware

SpectraT950 with 4 LTO-8 drives allocated for the migration.
Spectra BlackPearl S Series
Server for RioBroker and RioCruise with 40 TB of disk space and 10 Gbe NIC
RioBroker 3.4
RioCruise

Customer Hardware

Server Configurations for software migrating from – Max performance expected during migration
Tape system migrating from – Max performance expected during migration
Network configurations – switches, link speeds, frames, any other information that may impact migration performance

Deliverables – Sample only, not specific to Customer yet

- (2) LTO-8 copies of all migrated data.
- All migrated assets will have a checksum in the BlackPearl database.
- A CSV document listing all migrated assets.
- Final production system that meets XXXX throughput expectations.
- Final Migration Report

Timeline

Database Assessment: Month/Day/Year (already completed)
Current Environment Assessment: Month/Day/Year - Month/Day/Year (already completed)
Installation: Month/Day/Year - Month/Day/Year
Pilot: Month/Day/Year - Month/Day/Year
Finalize and adjust Migration Plan based on Pilot results: Month/Day/Year - Month/Day/Year
Migration: Month/Day/Year - Month/Day/Year
Final Migration Report: Month/Day/Year
One Month Follow up: Month/Day/Year
Six Month Follow up: Month/Day/Year

Process

Installation and Configuration

-
1. Install/Prepare Spectra Tape Library for Migration {EXPAND THIS SECTION AS NEEDED BASED ON THE CUSTOMERS CONFIGURATION}
 - a. Create a new target partition for the migration
 - i. Verify proper number of scratch tapes
 - ii. Verify proper number of tape drives
 - b. Create other information

 2. Install/Prepare BlackPearl for Migration {EXPAND THIS SECTION AS NEEDED BASED ON THE CUSTOMERS CONFIGURATION}
 - a. Create a new target bucket for the migration
 - i. To increase the rate of migration, the bucket will be configured with a single copy on tape initially
 - b. Create a new user for RioBroker

 3. Install RioBroker
 - a. Install RioBroker on the {Migration Customer} host
 - b. Verify host has proper specifications

 4. Configure RioBroker
 - a. Configure source broker pointing to SGL_Archive bucket
 - b. Configure target broker pointing to the new bucket
 - c. Configure endpoint pointing to landing space
 - d. Allow agents to index
 - e. Perform a test restore
 - f. Verify RioBroker performance is <XXXX>

 5. Query RioBroker database to ensure all objects are visible
 - a. Produce an object count and total size of the source location
 - b. Compare to the expected results in the SGL database to ensure all objects were indexed successfully
 - c. Any objects not in the RIO DB won't be migrated. But, just because the object is visible to Rio, does not mean it can be migrated successfully

 6. Configure RioCruise
 - a. Demonstrate the Rio Cruise script
 - b. Provide {Migration Customer} with a copy of the script's arguments in case the migration needs to restart
 - c. Select source, target, and landing zone
 - d. Verify source configuration, and landing zone configuration are as expected

 7. Network Analysis
 - a. Verify network connectivity to all needed systems
 - b. Verify all network throughputs
 - c. Frame size
 - d. Others

 8. Confirm Remote Access

-
- a. What program is the Customers preferred means of access.
 - b. Any users/passwords we need to document in our protected password manager? Do not email these, keep it secure and discuss in person or via phone and enter anything needed into the password manager.

Pilot

1. Workshop to review this Migration Plan SOW for migrating from SGL using RioCruise and any other customized tools for any special content identified in the Database assessment, maintaining the availability of managed assets throughout the process. This workshop will be to finalize to Pilot configuration and plan.
2. Adjust configuration as needed, and insert any additional identified pilot tests needed here based on the workshop.
3. Initiate test migration. {SPECIFY HERE WHAT THIS TEST MIGRATION WILL CONSIST OF...WHICH OBJECTS, HOW MANY, ETC.}
4. Provide all Performance Results
 - a. From {MIGRATION Customer} equipment to Rio
 - b. From Rio to BlackPearl
 - c. From BlackPearl to Tape/Disk/Cloud
 - d. Others that might impact the migration timeline
5. Validation:
 - a. Complete sample test migrations and any special handling tests to satisfy all parties
 - b. {Migration Customer} will validate if the data in the buckets are as expected, after the special handling process
 - c. Adjust timeline as needed based on performance and other discoveries during the Pilot
 - d. {Migration Customer} will confirm we're ready to proceed with the migration

Migration

1. Migration will be started.
2. Daily monitoring will be performed by {Migration Customer} or {Spectra Logic}.
 - a. For a short period (usually for about the first week) of the migration, Spectra will be assisting with migrations to ensure a smooth start to the processes.
 - b. If any issues arise, Spectra will assist with fine-tuning the migration.
 - c. After the initial period, {Migration Customer} will perform the following checks via the UI.
 - i. Jobs continue to progress
 - ii. Failed jobs will be reported to Customer
 - iii. If RioCruise hangs, the {Migration Customer} will restart the script as required.
3. Monthly monitoring will occur by Spectra Logic unless otherwise specified.

-
- a. {Migration Customer} will provide Spectra Logic with a copy of the BlackPearl database and a RioBroker log set.
 - b. Spectra will analyze the database to provide information on the progress of the migration, the rate of the migration, and the forecast completion date.
 - c. Spectra will provide an email report of the state of the migration.
4. {Migration Customer} will alert Spectra Logic when RioCruise has completed the migration.
 - a. This will be visible when all jobs are completed, and no new jobs are added to the job queue by RioCruise
 - b. {Migration Customer} will provide Spectra with a copy of the database to perform a final validation task.
 - c. Spectra will confirm the migration is complete.
 - d. Spectra will provide a list of all assets in the bucket.
 - e. {Migration Customer} will confirm the first copy of the data was migrated.
 - f. A copy of the RioCruise database will be stored by Spectra in case the migration needs to be referenced in the future.
5. Second Copy Migration is to be completed via IOM.
 - a. A new data persistence rule will be added to the existing data policy.
 - b. BlackPearl will automatically create the second copy of the tapes.
 - c. {Migration Customer} will monitor this migration with assistance from Spectra Logic using professional Service days as needed.
6. Removing the original SGL Archive
 - a. Once {Migration Customer} is comfortable all data has been migrated to 2 copies on tape behind the BlackPearl, the original SGL copy can be deleted, and SGL can be decommissioned.
7. Spectra Migration Environment Cleanup
 - a. Database entry cleanup {Need details on steps for this}
 - b. Removal of any temporary items in BlackPearl and the Tape Library (rules, drives, partitions, etc.) – be sure this is specific for each Customer environment and what we setup there.

Communication

Once the migration has been started. Spectra will perform a monthly check-in with {Migration Customer}. This check-in will review the status of the migration to provide an accounting of the current amount of data migrated, the rate of the migration, and the forecast completion date based on the two below numbers.

Validation

Spectra to provide migration validation by confirming Rio Cruise has migrated all assets it can restore as well as providing an account of the amount of data in bytes that were migrated as well as the total count of objects migrated.

Professional Service Day Consumption

{Migration Customer} has purchased {X} days of professional Services for this migration. Spectra Logic will make its best effort to complete the above tasks within the allotted professional Service days as outlined after Phase one is complete.

The breakdown of the professional Service days listed below represents the best estimate of the anticipated consumption of professional Service days based on the processes outlined above. Configuration, tuning, and alternate tasks could consume more time than predicted. Unforeseen tasks and interventions are not represented here.

Professional Service Days Billed – SAMPLE ONLY					
Total Purchased PS Days		X	Total Remaining PS Days		X
Date	Deliverable	Non-Billable Days		Billable Days	
9/30/22	Statement of Work			1.0	
10/7/22	Workshop covering required outcome and special handling			1.0	
10/7/22	Installation & Configuration			2.5	
10/7/22	Pilot			3.0	
10/14/22	Week One Rio Monitoring			0.5	
10/21/22	Migration Monitoring			0.5	
11/4/22	Migration Monitoring			0.5	
12/9/22	Migration Monitoring			0.5	
1/13/22	Migration Monitoring			0.5	
2/10/22	Migration Monitoring			0.5	
3/10/22	Migration Monitoring			0.5	
3/24/22	Validation Tasks			1.0	
3/24/22	Migration Tuning			1.0	
Total PS Days worked since last report		0	X		

Risks

In some migrations where the original Flashnet system is not available, an alternate approach of directly importing SGL LTFS tapes into a BlackPearl may be discussed as an option. Note that this approach carries significant risk of missing objects, unrecoverable objects, and potential data corruption of some objects and is used only when all other options are exhausted. If this workflow is used, Spectra cannot guarantee how much data is migratable until every object is restored and migrated.

Production Workload – This migration will be occurring alongside of normal production. In Order to mitigate the impact on production, Rio Cruise will be configured to use a limited number of tape drives.

Professional Service Consumption

Migrations are a complex task with unforeseen risks; timelines and data integrity are the responsibility of the customer. It is possible the tasks required to successfully migrate this data will require more time than is available for consumption. {Migration Customer} accepts this risk.

Exhibit 1b Version X Authorization

To Order this Service (in accordance with the provisions and charges as set forth in above), please return a signed copy of this letter to Spectra Logic. Notification of completion of this project will be via email when all major tasking items have been completed by Spectra Logic. At that point, Spectra Logic products will be supported through normal support channels in accordance with the Customer support contract.

Customer

Spectra Logic Corporation

Printed Name

Printed Name

Signature

Signature

Title

Title

Date

Date