VERISTOR

VeriStor Systems Response

Solicitation No.: CRFQ 0210 ISC1700000001
Buyer: Stephanie L. Gale
Bid Opening Date: 9/13/16
Bid Opening Time: 1:30pm

Fax To: Attn: Stephanie Gale (304-558-3970)
Fax From: Justin Richardson (jrichardson@veristor.com)
# of pages: 32

VeriStor
Systems/CommVault/HPE/Nexsan

Prepared by: Justin Richardson, VeriStor Systems - Account Executive

Jeff Garrett, VeriStor Systems, Manager - Solutions Architecture

September 13, 2016

4850 River Green Parkway | DULUTH, GA 30096 | P: 678.990.1593 | WWW.VERISTOR.COM

Charleston Solution

Part Number	Description	Quantity	Unit Price	Extended Cost
	CommVault			
	Software			
SB-cSIM-V-F-10	Commvault VM Backup & Recovery Foundation protection using Virtual Server Agent backup/recovery. Includes backup infrastructure with deduplication, disk and tape options. Perpetual license purchased on 10-pack VM basis. Maintenance & Support Must Be Purchased Separately.	49	$667.00	$32,683.00
CN-C-STPK	Commvault Operational Intelligence Foundation Package. Required for Net New CommCells. The Package includes 10 Operating instances of Active Disaster Recovery Suite, two gigabytes of Log Management, Data Analytics, Report Build Functionality, and software store access for shared templates. Perpetual license. 1 Package Per Customer.	1	$1,111.00	$1,111.00
SB-C-DPA-1T-C	Data Protection Advanced (DPA) capacity bundle used in a dedicated CommCell for TB-based Capacity License Agreement (CLA) customers. This provides 1 front-end TB (FET) of DPA capacity for a CommCell, offering unlimited MediaAgent, File System, NAS client, Virtual Machine (VSA) and ApplicationClass1/2/3 clients matched with Enterprise class infrastructure features (Deduplication, IntelliSnap and Encryption); purchase additional TB quantity to meet your Cell needs. Additional client types or other features can be purchased separately and applied to the DPA CLA cell, but all backup jobs will be scored as DPA TB usage. This edition can be upgraded to the Data Protection Enterprise edition by purchasing the appropriate upgrade option capacity. The cell can be combined with additional purchases of Data Archive or Search capacity. Tiered volume price. Maintenance & Support Must Be Purchased Separately.	5	$2,578.00	$12,890.00
SB-C-DPF-1T-C	Data Protection Foundation (DPF) capacity bundle used in a dedicated CommCell for TB-based Capacity License Agreement (CLA) customers. This provides 1 Front End TB (FET) of the DPF capacity for a CommCell offering unlimited MediaAgent, File System, NAS and Virtual Machine (VSA) clients matched with Enterprise class backup infrastructure features (Deduplication and Encryption); purchase additional TB quantity to meet your Cell needs. Additional client types or other features can be purchased separately and applied to the DPF CLA cell, but all backup jobs will be scored as DPF TB usage. This edition can be upgraded to another CLA edition by purchasing the appropriate upgrade option capacity. The cell can be combined with additional purchases of Data Archive or Search capacity. Perpetual license sold per terabyte of front-end protection. Tiered volume price. Maintenance & Support Must Be Purchased Separately.	65	$1,778.00	$115,570.00
	Maintenance			
S-PREM-18	(48 Months) Notification of software updates, product fixes and related enhancements. 24 hour access to the CommVault Technical Assistance Center (including holidays). Quarterly reports.	1	$229,920.00	$229,920.00
	Installation of CommVault			
IC-CONS-BB	Commvault Remote Deployment Services or Offsite Consulting Services Engagements. Price is Per-Day	10	$1,600.00	$16,000.00
FXTRVL-CONS	Commvault Fixed Price Travel Expenses - fixed price per day per consultant	49	$556.00	$27,244.00
ED-TR-UNIT-RS	Commvault Training Unit for Channel Partners only. Use toward any Education Services ILT, vILT, or WBT courses or offerings, including onsites (24 per day, minimum 2 days).	36	$225.00	$8,100.00
IC-CONSADVC	Commvault Advanced Consulting Services. REQUIRES CORRESPONDING quantity of FXTRVL-CONS for service to be delivered onsite.	6	$3,500.00	$21,000.00
IC-CONSPM	Commvault Project Management Services - Price per hour	124	$225.00	$27,900.00
IC-CONSDEP	CommvaultConsulting Services. REQUIRES CORRESPONDING quantity of FXTRVL-CONS for service to be delivered onsite.	43	$2,500.00	$107,500.00

Part Number	Description	Quantity	Unit Price	Extended Cost
IC-CONS-AR	Commvault Remote Deployment of Database Agents or offsite oversight of Consulting Services engagements. Price is Per-Day	3	$2,200.00	$6,600.00

HP Media Agents

Hardware

Part Number	Description	Quantity	Unit Price	Extended Cost
719064-B21	HP DL380 Gen9 85FF CTO Server	2	$1,182.00	$2,364.00
719050-L21	HP DL380 Gen9 E5-2630V3 FIO Kit	2	$626.00	$1,252.00
719050-B21	HP DL380 Gen9 E5-2630V3 Kit	2	$714.00	$1,428.00
726719-B21	HP 16GB 2Rx4 PC4-2133P-R Kit	16	$219.00	$3,504.00
816985-B21	HP 480GB 6G SATA MU-3 SFF SC SSD	4	$502.00	$2,008.00
727060-B21	HP FlexFabric 10Gb 2P 556FLR-SFP+ Adptr	2	$433.00	$866.00
749974-B21	HP Smart Array P440ar/2G FIO Controller	2	$447.00	$894.00
738660-B21	HP 2U SFF Easy Install Rail Kit	2	$69.00	$138.00
AJ764A	HPE 82Q 8Gb Dual Port PCI-e FC HBA	2	$1,459.00	$2,918.00
720478-B21	HPE 500W FS Plat Ht Plg Pwr Supply Kit	4	$213.00	$852.00
455888-B21	HP BLc 10G SFP+ SR Transceiver	4	$538.00	$2,152.00
QK734A	HPE Premier Flex LC/LC OM4 2f 5m Cbl	8	$90.00	$720.00

Intel SSD

Part Number	Description	Quantity	Unit Price	Extended Cost
SSDPEDME020T401	INTEL : Intel SSD DC P3600 Series (2.0TB, 1/2 Height PCIe 3.0, 20nm, MLC) Single Pack	4	$2,152.00	$8,608.00

Software

Part Number	Description	Quantity	Unit Price	Extended Cost
P8B31A	HPE OV w/o iLO 3yr 24x7 FIO Phys 1 LTU	2	$359.00	$718.00
BD505A	HPE iLO Adv incl 3yr TSU 1-Svr Lic	2	$297.00	$594.00

Maintenance

Part Number		Description	Quantity	Unit Price	Extended Cost
H1K92A3		HPE 3Y Proactive Care 24x7 Service	1	$0.00	$0.00
H1K92A3	R2M	HPE iLO Advanced Non Blade - 3yr Support	2	$18.00	$36.00
H1K92A3	SVP	HPE One View w/o iLo Support	2	$76.00	$152.00
H1K92A3	TT3	HPE ProLiant DL380 Gen9 Support	2	$2,231.00	$4,462.00

Installation of HP Media Agents

Part Number	Description	Quantity	Unit Price	Extended Cost
VS-PS	VeriStor Professional Services	1	$3,700.00	$3,700.00

Nexsan

Hardware

Part Number	Description	Quantity	Unit Price	Extended Cost
U4KC48A-576N/6	576TB UNITY4000 - (96x 6TB NL-SAS HDDs / 576TB Raw) with 432TB Useable Capacity (RAID 6) storage and 1,600GB Read FASTier and non-volatile High-Speed Write Cache,	1	$137,841.00	$137,841.00
E48VTNS288N/6	E48VT with 288TB capacity - 6TB Disks / 7200 RPM	1	$70,746.00	$70,746.00

Software

Part Number	Description	Quantity	Unit Price	Extended Cost
U-10GS-DPCP	Pair of 10GbE NIC with dual SFP+ SR interfaces, includes license to use	1	$3,649.00	$3,649.00
U-1GR-QPCP	Pair of 1GigE, Quad-port NIC, RJ-45 interfaces, includes license to use	1	$1,417.00	$1,417.00

Maintenance

Part Number	Description	Quantity	Unit Price	Extended Cost
OSE-U4K-1PX3	Enhanced Support, 3-Year Tier 7 License (512TB - 1024TB)	1	$35,133.00	$35,133.00

Installation of Nexsan

Part Number	Description	Quantity	Unit Price	Extended Cost
PS-8HOS-UNI	On-Site Installation (per site) - based on Statement of Work.	1	$2,778.00	$2,778.00

Racks and Destruction Services

Part Number	Description	Quantity	Unit Price	Extended Cost
PS-V5	Racks and Distrucstion Sercies for Charleston Site	1	$10,400.00	$10,400.00

		Subtotal	$905,848.00

Flatwoods

Part Number	Description	Quantity	Unit Price	Extended Cost

CommVault

Software

RFQ No. _ISC170000001_

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _Venture Systems Inc_

Authorized Signature: _[signature]_   Date: _08292016_

State of _Georgia_

County of _Gwinnett_   [to-wit:]

Taken, subscribed, and sworn to before me this _29th_ day of _August_, 20_16_

My Commission expires _July 31,_ 20_19_

AFFIX SEAL HERE   NOTARY PUBLIC _[signature]_

ELEEN [...] (Revised 07/01/2012)
NOTARY PUBLIC
FORSYTH COUNTY
STATE OF GEORGIA
My Commission Expires _July 31, 2019_

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ISC 170000000 1

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

[✓] Addendum No. 1   [✓] Addendum No. 6

[✓] Addendum No. 2   [ ] Addendum No. 7

[✓] Addendum No. 3   [ ] Addendum No. 8

[✓] Addendum No. 4   [ ] Addendum No. 9

[✓] Addendum No. 5   [ ] Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Verisur Systems, Inc.
Company

[signature]
Authorized Signature

_08292016_
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Justin Richardson / Account Executive
(Name, Title)

_____
(Printed Name and Title)

6101 Carnegie Blvd, Suite 105, Charlotte, NC 28209
(Address)

678 990 1593 Ex 151   Cell: 980 570 8565
(Phone Number) / (Fax Number)

jrichardson@verister.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Verison Systems, Inc.
(Company)

[signature]
(Authorized Signature) (Representative Name, Title)

Michael W. Stolarzyk / Vice President
(Printed Name and Title of Authorized Representative)

082920/6
(Date)

678 990 1593   Cell 843 480 3199
(Phone Number) (Fax Number)

Revised 05/04/2016

Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia Request for Quotation **21 — Info Technology**

Proc Folder: 235721

Doc Description: Addendum #2 - Data Backup System

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No		Version
2016-08-10	2016-08-30 13:30:00	CRFQ 0210 ISC1700000001		3

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV   25305

US

VENDOR

Vendor Name, Address and Telephone Number:

OR INFORMATION CONTACT THE BUYER

Stephanie L Gale

304) 558-8801

tephanie.l.gale@wv.gov

gnature X _____   FEIN # 58 -2666353   DATE 08292016

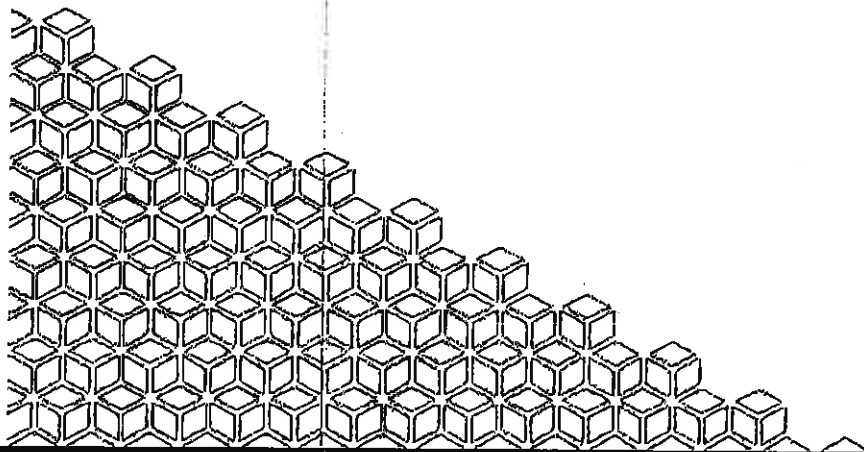offers subject to all terms and conditions contained in this solicitation

Page : 1

FORM ID : WV-PRC-CRFQ-001

| Purchasing Divison
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130 | State of West Virginia
Request for Quotation
21 — Info Technology |

Proc Folder: 235721

Doc Description: Addendum #3 - Data Backup System

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No		Version
2016-08-23	2016-08-30
13:30:00	CRFQ 0210 ISC1700000001		4

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON   WV   25305

US

VENDOR

Vendor Name, Address and Telephone Number:

DR INFORMATION CONTACT THE BUYER

Stephanie L Gale

304) 558-8801

tephanie.l.gale@wv.gov

gnature X

I offers subject to all terms and conditions contained in this solicitation

FEIN # 50 - 266353   DATE 09122016

Page : 1

FORM ID : WV-PRC-CRFQ-001

RECEIVED TIME SEP. 13. 11:59AM   PRINT TIME SEP. 13. 1:08PM

Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
21   — Info Technology

Proc Folder: 235721

Doc Description: Addendum #4 - Data Backup System

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No		Version
2016-08-29	2016-09-13 13:30:00	CRFQ 0210 ISC1700000001		5

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON   WV   25305
US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER
Stephanie L Gale
(304) 558-8801
stephanie.l.gale@wv.gov

Signature X   FEIN # 58 - 2666393   DATE 09/22/2016

All offers subject to all terms and conditions contained in this solicitation

Page : 1   FORM ID : WV-PRC-CRFQ-001

Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia Request for Quotation 21 — Info Technology

Proc Folder: 235721

Doc Description: Addendum #5 - Data Backup System

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-09-01	2016-09-13 13:30:00	CRFQ 0210 ISC1700000001	6

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON   WV   25305

US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale

(304) 558-8801

stephanie.l.gale@wv.gov

Signature X _____   FEIN # 58-2666393   DATE 09/12/2016

All offers subject to all terms and conditions contained in this solicitation

Page : 1   FORM ID : WV-PRC-CRFQ-001

COMMVAULT

▶ Abstract

Prepared for

West Virginia Department of Administration

<div align="right">

Prepared by
Commvault Professional Services
September 6, 2016

</div>

COMMVAULT

Version History

Version	Date	Author	Notes
1.0	9/6/16	John Haight	Initial Abstract

Solution ID: 32957

COMMVAULT

TABLE OF CONTENTS

COMMVAULT

1. OVERVIEW

This Abstract is for West Virginia Department of Administration (the "Customer"), located in 1900 Kanawha Blvd E, Bldg 5 10th floor Charleston, WV 25305 United States. CommVault Systems ("Commvault") will work with the Customer to jointly perform the services as set forth in this Abstract (the "Services"). Commvault will perform the Services defined in this Abstract ("Abstract") at the following location(s):

- 1900 Kanawha Blvd E, Bldg 5 10th floor Charleston, WV 25305 United States - Onsite
- Commvault Offices - Remote

For purposes of this Abstract, except as otherwise noted, Commvault will be primarily responsible for the physical tasks within the scope of this Abstract, the Customer, however, expressly acknowledges and agrees that

1. The Customer will identify a project sponsor authorized to engage with the consulting team.
2. The Customer is responsible for implementing the policy and strategic decisions, such as setting control parameters, data movement schedules and data retention rules.
3. The tasks to be performed in this Abstract cannot be properly performed without the Customer's active involvement and assistance.
4. The Customer is solely responsible for:
   a. The protection of its legacy data during the performance of the Services, to include such tasks as the management of offsite media storage, provision of scheduling for restore / disaster recovery testing; and
   b. Compliance with applicable laws, rules and regulations.

As mutually deemed necessary and appropriate, Commvault will provide additional informational guidance for the tasks and phases to be completed by the Consulting Team to the Customer personnel. This guidance provides planning information to the Customer and does not otherwise influence the scope of effort to be completed by the Consulting Team.

Nothing in this Abstract shall be considered as legal advice, and Customer is responsible for ensuring that it is in compliance with all applicable regulations, rules, requirements and laws. Commvault recommends that Customer seek its own legal advice with regard to such compliance.

Any Intellectual property discovered, developed or used during the performance of any Services hereunder shall be owned by Commvault; the Services shall not result in any "work for hire" or "work product".

Commvault will use all reasonable efforts to facilitate the engagement; completing tasks consecutively and without undue interruption. Once Commvault and the Customer have agreed to and scheduled the tasks to be performed under this Abstract, any failure of Commvault to perform the tasks/phases for which Commvault is responsible that is caused either directly or indirectly by the Customer's failure to have sufficient resources available or to provide prompt and reasonable assistance on the agreed to engagement date(s) will result in additional costs and / or alternate scheduling of resources to complete such tasks. Commvault will make reasonable efforts to mitigate these costs, including making reasonable efforts to provide advance notice if Commvault expects to experience downtime.

COMMVAULT

2. COMMVAULT SCOPE OF SERVICES

2.1. OVERVIEW OF PROJECT SCOPE

Customer has provided environmental information and desired scope of functionality and/or agents to be configured and installed within this project. Commvault has used this information to determine the estimated time/effort required by Commvault Services to complete the project. All Commvault software functionality referenced herein is assumed to be standard software functionality implemented through configuration changes only as described in this Abstract. Any Services not specifically described in this Abstract are not in scope.

The objectives and related agents counts in this section are a baseline for the Services. The objectives and resulting fees for the days of Services to be delivered are based on information provided by the Customer, and if there is a variation in this information, the associated cost of this engagement will result in a change order as defined in Section 5 of this document

2.1.1. ENVIRONMENT SCOPE

The table below outlines environmental components relating to the Customer location.

Environmental Components	
Datacenter Locations	Charleston Data Center; Flatwoods Data Center
Maximum Number of Clients	2445
Maximum Total Storage (to be protected)	700 TB

Table 1 – Environmental Components

2.1.2. COMMVAULT AGENT SCOPE

The table below outlines the agents that Customer has indicated that they would like Commvault to install/configure as part of the build stage.

Commvault Common Technology Engine (CTE) Infrastructure			
Agent	Max Count	In/Out of Scope	Notes
CommServe	1	In	
MediaAgents	8	In	
Deduplicated Library	0	Out	Target – DASH
File System Hosts	1419	In	Filesystem IDA (Windows) Filesystem IDA - Other (Linux, Unix, OSX, OES, VMS)
Active Directory	1	In	
Oracle	10	In	Standard Agent Install (Scripting out of scope)
SAP	0	Out	Standard Agent Install (Scripting out of scope)
MySQL	0	Out	Standard Agent Install (Scripting out of scope)

COMMVAULT

Commvault Common Technology Engine (CTE) Infrastructure			
SQL	21	In	Standard Agent Install (Scripting out of scope)
Informix	0	Out	Standard Agent Install (Scripting out of scope)
DB2	0	Out	Standard Agent Install (Scripting out of scope)
Sybase	0	Out	Standard Agent Install (Scripting out of scope)
Exchange	0	Out	
Notes	0	Out	
NDMP	2	In	
Virtualization	4	In	VMware
SharePoint	15	In	
IntelliSnap	0	Out	
Archive Agents	0	Out	
Other	0	Out	

Table 2 - CTE Scope Deployment

NOTE: The Windows database instance(s) must be down for the brief installation of the iDataAgent module(s).

NOTE: Following configuration of the database iDataAgent Windows servers require a reboot. UNIX based servers do not.

NOTE: Any external scripts and setup (RMAN Catalog for example) are the responsibility of the Customer and are considered out of scope for this engagement.

2.1.3. COMMVAULT FUNCTIONALITY SCOPE

The table below outlines the software functionality that is targeted for configuration as part of the build stage.

Commvault Common Technology Engine (CTE) Infrastructure			
Agent	Max Count	In/Out of Scope	Notes
GridStor		Out	
Firewall Support		In	
DASH Copy		In	
Configure Single Sign On		In	
Configure DR Site	1	In	
Configure Search	1	In	Web Search Server
Configure Other	2	In	Feature - Commcell Encryption Feature - Data Erase

Table 3 - Commvault Functionality

2.1.4. COMMVAULT WRITTEN MATERIALS SCOPE

This section outlines the written materials to be completed in each stage of this Abstract. The Customer will have a license to use any written materials produced as part of the Services for its internal business purposes only, provided however, that no intellectual property ownership rights shall be transferred or

COMMVAULT

vested in Customer as a result of the Services performed under this Abstract. The following materials will be created,

Written Materials		
Materials	In/Out of Scope	Notes
Create Architecture Design Executive Presentation and corresponding documentation	In	Architecture Design Executive Presentation, Visio Diagrams, final document, appendices
Create Wellness Assessment Presentation and corresponding documentation	Out	Wellness Assessment Executive Summary, Remediation plan, final document, appendices

Table 4 - Documentation Scope

COMMVAULT

3. PROJECT APPROACH

This section of the Abstract defines the approach for this Abstract, any key materials, and workflows for this project. Commvault will employ a shared Services method of implementation. Shared Services requires that the Customer will be actively involved and assist with each stage of the project.

During the delivery of Services, Commvault will conduct basic knowledge transfer to familiarize the Customer project staff with the Commvault architecture and relevant installed components, along with their general configuration and use. This basic knowledge transfer does not replace the training course offerings for any installed components.

3.1. COMMVAULT SERVICES DELIVERY MODEL

This section of the Abstract provides an overview of the standard Commvault Services Delivery Model (SDM) for delivery of the Services. Commvault Services uses a proven, staged methodology to provide successful project outcomes.

Figure 1, below, outlines the project stages and their associated key steps. Unless otherwise noted, Commvault assumes that this methodology will be used in this project.
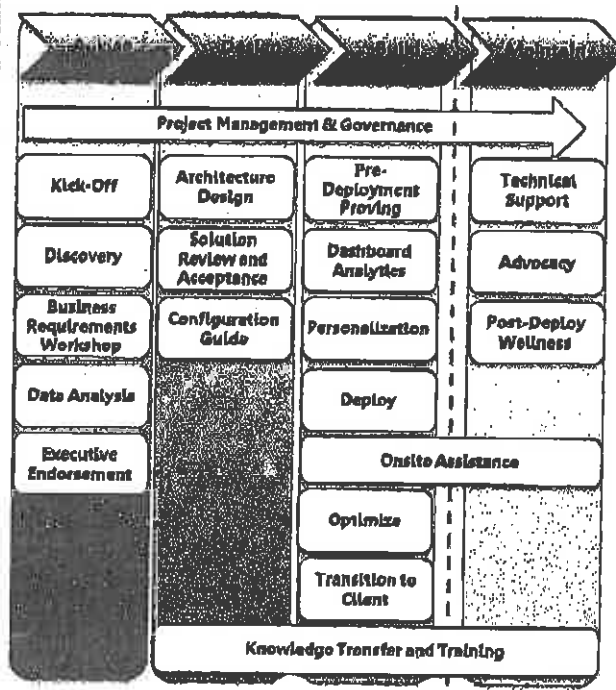

Figure 1 - Commvault Service Delivery Model

COMMVAULT

Customer and Commvault Services teams will work together to complete the following stages of the methodology above:

- **ADVISE** - Identify key observations and recommendations for architectural alignment as well as strategic and operational areas for improvement. Reduce costs through operational efficiencies in the management of data and the consolidation of processes and policies.
- **DESIGN** - Create the technical architecture design and implementation plan with hardware and software specifications relating to the proposed Commvault solution.
- **BUILD** – Validate proposed solution design through the implementation of the Commvault software on representative hosts in the Commvault environment. Educate and provide knowledge transfer to Customer team on specific installation components of the solution. Deploy remaining Customers outlined in the design stage. Provide analytics and service level details relating to successful deployment of proposed environment.
- **MAINTAIN** – Periodically review existing Commvault environment. Provide observations and recommendations to streamline procedures or configuration changes. Provide suggested improvement methods relating to new software features.

3.2. PROJECT MANAGEMENT & GOVERNANCE

As part of the overall approach, Commvault utilizes its Project Management methodology within the Service Delivery Model to produce quality materials with minimal impact to Customer personnel and existing processes.

The project controls are further enhanced by the use of distinct stages within the SDM. At the end of each stage are checkpoints to ensure the project remains in line with the stated objectives and that the technical solution is meeting business needs. Furthermore, various management and governance materials are created as the stages progress including:

- Solution Project Plan
- Kick-off Presentation
- Site Readiness Checklists
- Status Reports and Control Documents
- Stage Checkpoint
- Project Closure and Handover Documentation

3.2.1. COMMVAULT PROJECT RESOURCES

The table below defines Commvault resource functions that may be provided during the Services. One Commvault resource may fulfill more than one function within a project. Commvault resources can be shared across more than one concurrent project.

Commvault Resource	Responsibilities
Project Sponsor	➢ Responsible for overall success of project. ➢ Escalation point for any project issues or concerns.

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Commvault Resource	Responsibilities
Project Manager	➢ Manage the engagement with the Customer project manager. ➢ Coordinate Commvault resource(s) on the project. ➢ Monitor and manage project status. ➢ Primary contact on issues in this engagement. ➢ Ensure the highest quality of delivery and satisfaction.
Consulting Subject Matter Expert	➢ Technical resource dedicated to the architecture and design of the Commvault product suite. ➢ Provide direct access to Commvault technical product support and development resources.
Consulting Team Lead	➢ Provide project direction and overall analysis to support to the core project team. ➢ Expedites peer reviews of materials prior to release to Customer teams.
Implementation Specialist	➢ Technical resource dedicated to the Implementation and deployment of the Commvault product suite. ➢ Provide direct access to Commvault technical product support and development resources.
Application Implementation Specialist	➢ Technical resource specifically focused on application integration with the Commvault product suite (Oracle, Sybase, DB2 databases for example).
Resident Support Engineer	➢ Onsite technical support role. ➢ Subject matter liaison between Commvault's central support team and Customer staff. ➢ Functions as additional onsite personnel to ensure environment is operating as intended.

Table 5 - Commvault Resources

3.2.2. CUSTOMER RESOURCES

Successful completion of the Services requires the Customer to provide appropriate personnel to fill the following roles for the duration of this project. Any person identified by the Customer to work with Commvault shall be deemed a duly authorized representative of the Customer able to make decisions related to this project.

Customer Resource	Responsibilities	Estimated Commitment
Project Sponsor	➢ Provide executive authorization for the project and decisions on behalf of the Customer ➢ Define project vision and goals ➢ Serve as an escalation point as needed ➢ Attend critical checkpoint meetings	➢ 2 to 4 hours per week throughout the duration of the project

COMMVAULT

Customer Resource	Responsibilities	Estimated Commitment
Project Manager	➤ Implement Project Sponsor's vision of the project ➤ Server as primary Customer contact for the project ➤ Coordinate Customer resources and availability ➤ Manage the project with the Commvault Project Manager ➤ Provide detailed familiarity with Customer impacted processes	➤ 1 to 2 days per week throughout the duration of the project
Data Protection Administrator	➤ Expert in the Customer's current data protection solution ➤ Detailed familiarity with impacted processes ➤ Understands project vision ➤ Involved in design, testing and implementation ➤ Manage on-going Commvault software administration	➤ 2 to 3 days per week during the Build Stage of the project and as-needed for other Stages
Application/ Business Users	➤ Provide specific area input as needed in requirements definition ➤ Provide Business Case and Application specific requirements relating to Customer data ➤ Participate in system testing as needed	➤ 1 to 2 days per week during the Build Stage of the project

Table 6 - Customer Resources

3.3. ADVISE

Customer has chosen not to purchase Advise services.

3.4. DESIGN

Commvault has been requested by the Customer to assist with the design and architecture stage of their new Commvault infrastructure.

This section of the document details the scope of the Services, the materials and outputs from the engagement, the engagement timelines, and Customer participation requirements.

3.4.1. SERVICE OBJECTIVES

Customer's high level needs are to identify areas of improvement in the way they provide data management services at a strategic level. Customer also requires that operational processes are streamlined and operational costs are reduced.

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A successful engagement will identify key observations and recommendations for architectural alignment as well as identify strategic and operational areas for improvement. This Service will focus on developing an understanding of Customer's current state to address one or more of the following:

- Drive operational efficiencies in the management of data
- Consolidation of processes and policies
- Develop technologies and processes to manage storage and backup via best practices, governance, metrics and reporting
- Deal with increasing challenges with managing tape
- Address complexity associated with custom configurations
- Reduce the time to provisioning and the resources needed during the provisioning process
- Improve auditability of configurations and compare against predefined standards

3.4.2. WORKFLOW

The Architecture Design follows a standard set of stages shown below. Each stage will be tracked for progress to ensure that the project stays on target. Commvault will work with Customer's project management team if applicable to provide status updates as needed. The table below outlines the stages and an overview of activities associated with the project. Timeframes indicate calendar time between project start/end and are not related to man-days, on/off-site effort, creating and preparing the documentation, and completing materials.

Stage & Estimated Duration	Activities
Kickoff *Estimated Duration:* *1-2 hours*	1. Set expectations for the project schedule. 2. Introduce Commvault and Customer resources. 3. Agree on project time commitments. 4. Create and distribute project workshop schedule to identify the required participants. 5. Set date for the workshop. 6. Complete pre-workshop discovery data collection activities.

Discovery
Estimated Duration:
1 week
	1. Gather information from Customer's environment in preparation for the workshop including:
	   a. Storage
	   b. Data protection
	   c. Architectural drawings
	   d. Capacities
	2. Interview Customer team members on existing backup environment, future initiatives and current state.
	3. Prepare for workshop session.

Workshop *Estimated Duration:* *1-2 days*	1. Provide onsite resources to help facilitate data management, archiving policy, and operational management discussions. 2. Review Business Goals and Critical Success Factors for the engagement. 3. Conduct an assessment of Customer's technical and operational data protection. 4. Provide recommendations on how Customer can improve their data management, storage, virtual server environment, and reporting capabilities through automation. 5. Conduct a whiteboard session to rationalize suggestions on various ways to exploit next generation technologies to gain technical and operational efficiencies within selected areas.

9

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Stage & Estimated Duration	Activities
Analysis *Estimated Duration:* *1-2 weeks*	1. Analyze the collected information and workshop outcome 2. Work with Customer team to discuss any outstanding questions or data collection 3. Build list of key findings and recommendations 4. Create future state architecture specification.
Final Presentation *Estimated Duration:* *1-2 hours*	1. Build executive presentation. 2. Schedule final presentation. 3. Conduct final presentation. 4. Validate next steps. 5. Transition Customer materials.

Table 7 - Design Project Workflow Stages

3.5. BUILD

An inspection of on-site hardware and software will be conducted by Commvault to confirm compliance with Commvault application compatibility requirements/specifications detailed as part of the design stage. The software will be installed, configured, and verified by the parties. The CommServe®, MediaAgent(s) and applicable supporting library control module software will be installed, configured, and verified by the parties. New storage targets will be configured for the MediaAgent(s) and library by the parties, and all data paths within the CommCell® will be validated by the parties.

All pertinent DataAgent modules will be installed and configured on Customer computer(s). Data movement operations will be scheduled and verified by the parties to validate end-to-end data paths and monitoring functions. Selected data recovery will be verified by the parties. Policies and schedules will be created by the parties in accordance with the Customer's business and technical requirements, incorporating best-practices, where possible. Customer will be ultimately responsible for all configuration and policy decisions and settings, and that such configurations and policies meet their needs and are in accordance with any legal or regulatory requirements.

To facilitate effective knowledge transfer, Commvault is expected to be accompanied by the Customer staff during the delivery of the Services outlined in this Abstract. Time permitting, during the delivery Commvault will conduct basic knowledge transfer to familiarize the Customer project staff with the Common Technology Engine architecture and installed components, along with their general configuration and use. **As previously stated, this basic knowledge transfer does not replace the Commvault training course offerings for any installed components.**

Software purchased for future growth, or software that cannot be installed due to system / environmental issues not caused by Commvault or the Customer software or system unavailability will be the responsibility of the Customer to install and are outside of the scope of this Abstract.

Commvault's implementation scope is limited to the Customer environment as it exists during the implementation as defined by this Abstract. Commvault shall not be obligated to provide any additional services with regard to any hardware or software purchased or installed in the future at any in-scope

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locations after the date of this Abstract. It is beyond the scope of this agreement for Commvault to install additional software.

The service follows a standard set of stages shown below. Each stage will be tracked for progress to ensure that the project stays on target. Commvault will work with Customer's project management team if applicable to provide status updates as needed. The table below outlines the stages and an overview of activities associated with the project. Timeframes indicate calendar time between project start/end and are not related to man-days, on/off-site effort, creating and preparing the documentation, and completing materials.

Stage	Activities
Kickoff	1. Set expectations for the project schedule 2. Introduce Commvault and Customer resources 3. Agree on project time commitments. 4. Set date for the build 5. Complete discovery data collection activities
Pre-Deployment Proving	1. Install and configure the Commvault binaries on the designated CTE servers, if applicable 2. Build application configuration control group (as per scope outlined in Table 1, 2 & 3) 3. Install and Configure control group (as per scope above) 4. Review and validate control group success
Dashboard Analytics	1. Validate reporting & analytics needs 2. Identify key success metric thresholds 3. Educate Customer on dashboard usage 4. Walk through reporting options 5. Educate Customer on available reports and configuration techniques 6. Demonstrate key success metrics are being met for control group
Deploy	1. Refine configuration guide from design stage, if applicable 2. Coordinate with Customer resources 3. Validate deployment scope with Customer 4. Run through deployment readiness checklist 5. Deploy according to configuration guide, if applicable 6. Validate deployment and migration results 7. Run functional test of the deployed infrastructure. 8. Run reports and validate key installation success metrics 9. Validate deployment success criteria met
Optimize	1. Discuss Customer SLAs for data protection 2. Work with Customer and support to make appropriate adjustments as needed 3. Work with partners and vendors as time permits
Knowledge Transfer	1. Review updates with Customer 2. Answer Customer questions 3. Discuss Customer technical support interaction procedures 4. Walk through transition checklist

Table 8 - Build Project Workflow

3.6. MAINTAIN

Customer has chosen not to purchase Maintain services.

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4. RESOURCE WORK HOURS AND BILLABLE TIME

The fees associated with this Services Abstract are based on Commvault's standard work week, Monday through Friday, during normal business hours (no earlier than 0800 and no later than 1800 local time), unless otherwise agreed to by both parties. A work day is defined to occur during the aforementioned time/day windows, and not to exceed 8 contiguous hours.

If it is necessary to schedule activities to be performed outside of these hours, additional charges will be incurred. Any request for work to be performed outside of the standard work week must be approved in advance by the Commvault Services manager. Engagements scheduled to begin on Monday may be delayed to allow for travel time to your location, and the effort adjusted accordingly throughout the remainder of the engagement.

Unless otherwise specified, Customer is not invoiced for travel time.

Changes or additional work required outside of this Abstract shall require the execution of an amendment to the Abstract by both parties prior to work being performed by Commvault.

If delays or postponements occur and are within the sole control of Commvault, Commvault shall be liable for such delays and Customer shall not incur any additional charges or travel related expense related thereto.

Upon execution of this Abstract, either party shall have the right to cancel this Abstract at any time by providing the other party with seven (7) days written notice.

Furthermore, should Customer: 1) cancel or reschedule the Abstract prior to the start date, Customer shall be billed for travel related expenses incurred, if any, as agreed to herein, or 2) cancel or reschedule the Abstract on or after the start date, Customer shall be billed for travel related expenses and hours actually worked by Commvault up to the date of cancellation, plus other costs incurred in anticipation of performance.

Commvault's nonperformance of its obligations under this Abstract will be excused to the extent:
1. Commvault's failure to perform, or failure to timely perform, an obligation results from the Customer's failure to perform or failure to timely perform its responsibilities;
2. Commvault provides the Customer with prompt and reasonable written notice of the Customer's nonperformance; and
3. Commvault uses commercially reasonable efforts to perform its duties notwithstanding the Customer's failure to perform.

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5. CHANGE MANAGEMENT

Any Services requested by the Customer that are not within the scope of this Abstract will be provided by engaging the Commvault Project Manager for this project and are available for an additional fee. Once the scope and pricing for such Services are documented and approved, in writing, by both the Customer and Commvault (via a Change Order), work can begin on the new project and/or task. This includes, but is not limited to, any tasks listed as Customer responsibilities in this Abstract that the Customer is unable to complete, or does not desire to complete.

The table below outlines some of the key common risks identified during the development of this Abstract, which may become an issue, and could materially impact the outcome or timeline of the engagement.

Risk	Impact	Mitigating Action
1. Availability of key business and technical stakeholders	Delay in project initiation or change order or both	Commence project initiation and identify key project dates and circulate to project teams
2. Availability of Customer systems or infrastructure for software installation/configuration	Delay in project initiation or change order or both	Customer provides access to systems and or infrastructure
3. Customer infrastructure/system performance	Delay in project initiation or change order or both	Customer tunes/configures infrastructure (disk, systems, network, etc.) to minimum requirements
4. Facilitated Session/Workshop attendance and ability to reach decisions	Delay in project initiation or change order or both	Customer prepares and commits resource to the project timeline.
5. Provision of discovery documentation as listed in Responsibilities	Delay in project initiation or change order or both	Collation of all Customer documentation as listed in responsibilities prior to initiation of project.
6. Review of Advise, Design, Build or Maintain materials occurring in the timeline set during project initiation	Change order or delay or both	Identifying sign off personnel with appropriate authority during project initiation
7. Customer ability to work within project timeline	Change order or delay or both	Agreeing to and planning for resource availability in line with the project schedule.
8. Customer requesting changes (reduction/increase) to scope of materials or agent install/configuration	Change order or delay or both	Request Customer & Commvault project sponsors to review document & agree upon revision next steps
9. Data collection plan requires more than 24 resource days of effort	Change order or delay or both	Request Customer & Commvault determine which tasks can be eliminated and/or transferred to Customer resources
10. Data collection tools can't be installed and/or within project timeline	Change order or delay or both	Customer will remove barriers to installation or provide required data

Table 9 - Risks

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Customer agrees to the following to ensure the successful completion of the Services.

1. Identify and assign the following personnel/roles:
   a. A project executive who has the authority to make decisions for Customer regarding change orders, budget, scope, resources and other project related discussions.
2. Ensure staff assigned to support Commvault service personnel is properly trained in its area of responsibility and will be reasonably available at Commvault's request
3. Provide all data as it relates to the scope of the initial workshop
4. Provide ample conference room space for the duration of the onsite workshop.
5. Commvault shall have no liability for consequential or special damages, including lost profits or loss of data. In no event shall Commvault's liability exceed the amount paid for these services.
6. The purchase of software, if any, is not contingent on the completion of the services.

Commvault agrees to the following to ensure the successful completion of the Services.

1. Identify and assign the following personnel/roles:
   a. A project manager/coordinator to support execution of this workshop. The Project Manager will:
      i. Handle all formal communications between Customer and Commvault;
      ii. Provide technical leadership and project management;
      iii. Coordinate with the project manager/coordinator to organize all activities for these services including scheduling resources, confirming project activities, and ensuring deliverables are within the scope documented.
2. Commvault will not disclose any information obtained during the implementation of the project to other parties without prior Customer consent

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6. PRICING, INVOICE & PAYMENT SCHEDULE

6.1. TIME & MATERIALS ENGAGEMENT

This is a time and materials engagement. If additional days are required, Customer may purchase additional days at agreed to rates. Commvault requires an associated Purchase Order to confirm the date(s) of any engagement. The Purchase Order must be received a minimum of ten (10) business days in advance of any engagement date(s). A delay in Commvault's prompt receipt may result in rescheduling the engagement(s) for a later date.

Design

Quantity	Part Number	Description
3	IC-CONSDEP	Consulting Resource for a total of 3 days during local normal Business Hours
10	IC-CONS-BB	Remote Consulting Resource for a total of 10 days during local normal Business Hours
3	IC-CONSADVC	Advanced Consulting Resource for a total of 3 days during local normal Business Hours
3	IC-CONS-AR	Remote Advanced Consulting Resource for a total of 3 days during local normal Business Hours
24	IC-CONSPM	CommVault Project Manager for a total of 24 hours during local normal Business Hours
6	FXTRVL-CONS	CommVault Fixed Price Travel, per day

Build

Quantity	Part Number	Description
40	IC-CONSDEP	Consulting Resource for a total of 40 days during local normal Business Hours
3	IC-CONSADVC	Advanced Consulting Resource for a total of 3 days during local normal Business Hours
100	IC-CONSPM	CommVault Project Manager for a total of 100 hours during local normal Business Hours
43	FXTRVL-CONS	CommVault Fixed Price Travel, per day

Table 10 - Pricing

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The Services are being provided in daily increments, and each day of Service is an individual event which shall be charged to Customer as they are performed. If the Services are not completed within the purchased timeframes listed above, no further services will be performed unless additional days/hours are purchased. On a periodic basis during the course of the engagement the Customer Primary Project Contact (or their designee, specified by the Primary Project Contact via email to Commvault) will receive a "Summary of Billable Hours" Report electronically. Unless Commvault receives written notification within ten (10) days, Commvault will consider that these services, as set forth on the report, have been properly and completely delivered and accepted by the Customer.

Commvault will invoice the Customer against Services for the days outlined in the pricing table above. Customer agrees to make payment on receipt of invoice.

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APPENDIX A – NONSOLICITATION AGREEMENT

The parties each acknowledge that they are both involved in a highly strategic and competitive business. The parties further acknowledges that the hiring party would gain substantial benefit and that the non-hiring party would be deprived of such benefit, if one party were to directly hire personnel employed by the other. Therefore, except as otherwise provided by law, neither party shall, without the prior written consent of the other, solicit the employment of any personnel who performed any of the work described hereunder, during the term of this Abstract and for a period of one (1) year following the termination or expiration of this Abstract. This section does not apply to any general solicitations or advertisements, or where the employee in question initiated the contact.