

Aviatrix Professional Services Schedule and Operating Agreement

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This Professional Services Schedule and Operating Agreement is published online to govern the services programming provided by Aviatrix. This schedule consists of both Services Credits Program and Fixed Duration Services as the Program Operating Document (this “POD”) and is entered into and governed by either the Master Software and Services Agreement, or another written agreement (the “**Agreement**”) by and between Customer (“**Customer**”), and Aviatrix Inc. (“**Aviatrix**”) Customer and Aviatrix each a “**Party**”, and collectively, the “**Parties**”).

This POD and the Agreement constitute the complete guidelines, policies and scope regarding the services provided under this Operating Document. Except where the contrary is expressly provided, the terms and conditions of the Agreement shall prevail over the terms and conditions in this POD.

Changes to this POD will be processed in accordance with the procedure described below. The changes made to this POD may result in modifications to the schedule, resources, charges and/or other terms of this POD.

Any defined terms not specifically defined herein shall have the meaning given to them in the Agreement.

TABLE OF CONTENTS

1.	SERVICES CREDITS OPERATING PROCEDURES	3
a.	SERVICES CREDITS PROJECT OVERVIEW.....	3
b.	AVIATRIX ROLES FOR SERVICES CREDIT PROGRAMS	3
c.	PRODUCTPLUS DEFINITIONS	4
d.	SERVICES CREDIT REDEMPTION RULES AND GUIDELINES.....	4
2.	TIME & MATERIALS SERVICES OPERATING PROCEDURES.....	8
3.	FIXED DURATION SERVICES OPERATING PROCEDURES.....	8
5.	FIXED DURATION SERVICES OVERVIEW	9
6.	FIXED DURATION SERVICES PROJECT SUMMARY	10
7.	CUSTOMER OBLIGATIONS; REQUIREMENTS; SCHEDULING FOR ALL SERVICES	11
8.	TERM AND TERMINATION FOR ALL SERVICES	13
9.	FEES AND EXPENSES FOR ALL SERVICES	13
10.	CHANGE ORDERS FOR ALL SERVICES.....	14

1. SERVICES CREDITS OPERATING PROCEDURES

a. SERVICES CREDITS PROJECT OVERVIEW

This POD covers the services credit redemption guidelines for Aviatrix solution program professional services (use case specific) implementations, services for onboarding, advisory, and adoption programs, as well as customer enablement programs related to the usage and expansion of Aviatrix software use cases and solution patterns (the “**Solution**”).

Under this POD, Customer will purchase Aviatrix Product Plus Services Credits (“**PRODUCTPLUS**”) and may redeem their services credits for an appropriate Onboarding and Adoption project types designed to cover implementation of the Aviatrix Product defined in the relevant published Aviatrix Published Scope Appendices for Solution Programs (Use Cases) with a Customer Order Form.

As outlined in [Aviatrix Published Scope Appendices](#), each service package fulfills a different purpose, and there are service packages to assist Customer with the different use case implementations, deployments, enablement, migrations, and adoption of the Aviatrix Solution.

b. AVIATRIX ROLES FOR SERVICES CREDIT PROGRAMS

Aviatrix will provide an Engagement Manager (“EM”) and a Consulting Services Engineer (“CSE”) to assist the customer with requesting, planning, and executing use of PRODUCTPLUS credits for purposes of customer value with our Software solutions.

The EM will manage the overall customer experience with the redemption of PRODUCTPLUS credits and appropriate professional services programming Aviatrix provides.

The CSE will team up with the EM and drive project outcomes for customer value realization, by providing technical guidance, assisted hands on keyboard advisory and implementation actions to complete projects.

Aviatrix may utilize an employee or subcontractor to help Aviatrix fulfill the PRODUCTPLUS credit by assisting with the tasks in the Onboarding and/or Adoption packaged services. Aviatrix shall remain liable for all acts and omissions of its personnel in their provision of the Services set forth in this POD.

c. PRODUCTPLUS DEFINITIONS

- “Onboarding, Adoption” are programs to provide programmatic, prescriptive scope designed for specific cloud networking use cases.
- “Sprint, Program Day” means any weekday, Monday through Friday, for 8 hours, generally falling between 9:00 A.M. and 5:00 P.M. in the time zone of the Aviatrix solution architecture team, excluding holidays and weekends, unless otherwise agreed in writing by the Parties.
- “Program Week” means 5 Business Days, Monday through Friday.
- “Project Start Date” means the date Aviatrix begins executing the services identified in the Work Order Project.
- “Services” means the services specified on the Work Order Project which Customer orders from Aviatrix.
- “Work Order Project” means a project plan created by Aviatrix to consume PRODUCTPLUS credits within the period after the technical planning sessions, detailing the architecture and design for the applicable software implementation activities, key project details such as milestone dates, timelines, project prerequisites, and any potential issues that may jeopardize the project timeline. This document will be used to document the scope of work to be completed for the credit consumption.

d. SERVICES CREDIT REDEMPTION RULES AND GUIDELINES

The PRODUCTPLUS credits are valid for 12 months from the Project Start Date set forth with the Customer after purchase (the “**Engagement Period**”). Any PRODUCTPLUS credits not used during this period will automatically expire and are forfeited.

This POD and the Engagement Period will begin with a kick-off meeting, to be scheduled at a mutually agreed upon time after purchase. The purpose of this call is to align all key stakeholders and outline the process and purposes of the POD and discuss the various service packages that will be redeemed and consumed during the Engagement Period. PRODUCTPLUS credits are non-discountable, and the service packages for which the PRODUCTPLUS can be redeemed are not customizable.

These PRODUCTPLUS credits can be redeemed for any of the Service Packages set forth in Table 1, at the rates set forth therein, at any time during the Engagement Period. Aviatrix through its engagement management process will recommend the applicable program at the appropriate time in the Customer's value journey with the Aviatrix Solution.

The PRODUCTPLUS credits are valid from the first day of the Engagement Period, and a portion of the PRODUCTPLUS credits will expire, if not used, in accordance with the quarterly consumption schedule set forth below. Any PRODUCTPLUS credits not redeemed prior to the quarterly expiration date will be non-redeemable.

Customer must utilize at least 25% of its total PRODUCTPLUS credits purchased every 90 days (the "**Minimum Spend**"). The 90 days shall be measured from the day the Engagement Period begins. Any portion of the Minimum Spend that is not utilized by the Customer within the applicable quarter is automatically forfeited by the Customer at the end of the term. The table below exemplifies Minimum Spend requirements and remaining credit amounts after the completion of a quarter, based on a purchase of \$100,000 of PRODUCTPLUS credits for illustrative purposes. For remaining credit balances that cannot be applied directly to a packaged program available, the Customer can make use of Custom Workplan defined in TABLE 1 below. Customers may not use Custom Workplans as the sole credit redemption method; at a minimum, an Onboarding package must be used along with Custom Workplan consulting to complete the any burn down of credit balances throughout the Engagement Period.

Any credit balance remaining, not utilized by pre-packaged ProductPlus programs of Onboarding, Adoption and/or Instructor-led Training, will be applied towards a Custom Workplan, which will be used to scope out and allocate the remaining budget. All work under a Custom Workplan must be completed within the agreed expiry period. Should the credit balance not be fully utilized by the expiry date, any unused portion will be forfeited.

For clarity, this table is for *demonstration purposes only*, Customer's Minimum Spend amounts and remaining credit amounts after each quarter will depend on the actual number of PRODUCTPLUS credits purchased in the applicable Order Form.

Example Redemption Schedule	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Starting Balance	\$100,000	\$75,000	\$50,000	\$25,000
Minimum Spend Requirement (25%)	\$25,000	\$25,000	\$25,000	\$25,000
Remaining Balance	\$75,000	\$50,000	\$25,000	\$0

TABLE 1
AVIATRIX PRODUCT PLUS SERVICE PACKAGE OPTIONS AND RATES

Program Objectives	Package Name	Redemption Rate	Outcomes Delivered /	Aviatrix Delivery Personnel
Use Case Setup and Enablement (Implementation)	Onboarding I	\$25,000	Solution Program (Use Case) deployed in target environment(s) according to the Published Scope Appendices, and limited to: <ul style="list-style-type: none"> Secure Cloud Perimeter & Secure High Performance Datacenter Edge 	Engagement Manager Consulting Services Engineer
	Onboarding II	\$50,000		
	Onboarding III	\$100,000		
Use Case Adoption (Scale, Performance Optimization, Best Practices)	Adoption I	\$25,000	Up to 8 hours a week over 3-month period	Engagement Manager Consulting Services Engineer
	Adoption II	\$50,000	Up to 16 hours a week over 3-month period	
	Adoption III	\$75,000	Up to 32 hours a week for 3-month period	
Time & Materials Consulting	T&M	\$312.50	Hourly Rate	Consulting Services Engineer
Remaining Service Credit Balance Utilization	Custom Workplan (appended to Onboarding or Adoption projects)	Fixed Fee Scope	Used to scope out and allocate the remaining budget. All work under this program must be completed within the agreed expiry period.	Engagement Manager Consulting Services Engineer
Instructor-led Training	ACE Professional (Cloud Architect Learning Path)	\$4,000 per learner	Up to 2 Days	ACE Instructor

Instructor-led Training	ACE Operations (Cloud Architect Learning Path)	\$3,000 per learner	Up to 3 days	ACE Instructor
Included Programs (to be planned with Engagement Manager)	New Use Case Workshop	No Charge	Up to 1 Day	Engagement Manager Consulting Services Engineer
	Health Check	No Charge	Up to 1 Day	

For more information on each Service Credit Package, please see the descriptions in the [Aviatrix Published Scope Appendices](#).

2. TIME & MATERIALS SERVICES OPERATING PROCEDURES

This POD covers the time and materials hourly-rate services guidelines for Aviatrix platform implementation services scopes of work outside any fixed program procured.

Time and Materials Services to be used outside of or addition to any PRODUCTPLUS and/or Fixed Duration Service, will consist of a hourly rate of \$312.50, and detailed in the applicable order form.

3. FIXED DURATION SERVICES OPERATING PROCEDURES

This POD covers the fixed duration services guidelines for Aviatrix platform implementation services scopes of work. This POD is incorporated into and governed under the terms and conditions of the Customer Terms of Use (“Agreement”) Capitalized terms have the meanings assigned to them pursuant to the Agreement unless otherwise defined herein.

4. DEFINITIONS

- “Fixed Fee” program provides programmatic, prescriptive scope tailored to your specific cloud infrastructure needs, ensuring efficient utilization of resources and precise execution of tasks.
- “Program Day” means any weekday, Monday through Friday, for 8 hours, generally falling between 9:00 A.M. and 5:00 P.M. in the time zone of the Aviatrix solution architecture team, excluding holidays and weekends, unless otherwise agreed in writing by the Parties.
- “Program Week” means 5 Business Days, Monday through Friday.
- “Project” means a project plan created by Aviatrix after the technical planning sessions, detailing the architecture and design for the applicable software implementation activities, key project details such as milestone dates, timelines, project prerequisites, and any potential issues that may jeopardize the project timeline. This document will be used to guide the completion of this SOW.
- “Project Summary” means a summary of the work completed under this SOW, which will be created by Aviatrix upon completion of the technical activities.

5. FIXED DURATION SERVICES OVERVIEW

Aviatrix will provide a team including Consulting Services Engineer (the “CSE”) and an Engagement Manager (the “EM”) who will work with the Customer for the recommended Program Weeks, to implement, track and deliver the Project as described in applicable scope of work defined in the order form. The following terms and conditions below apply.

The Aviatrix fixed duration project is delivered as a series of phases as described below using fixed fee program components/workstreams as follows:

- Design & Discovery (includes Technical Planning)
- Build & Configure
- Migration (if applicable)

Prior to beginning the first phase, Aviatrix will schedule a technical planning session(s) with the Customer to create and agree upon a proposed Project Plan to be followed, updated and managed to achieve the outcomes for the programs listed above. This

technical planning session(s) is for live collaboration between engineers from the Customer and Aviatrix. In addition to the technical planning session for the Project, additional working sessions will focus on completing tasks for the current phase and will not exceed four (4) hours in duration per Program Day. A minimum of four (4) working sessions is recommended. The Customer engineer(s) should expect follow-on tasks and actions from the live working sessions that must be completed before the next live session.

The timing of each phase will require the Customer to schedule and commit Customer staff to support Aviatrix in its delivery of the Project pursuant to the agreed-upon schedule.

The Aviatrix services project is designed to provide the customer with a high-level configuration based on best practices.

6. FIXED DURATION SERVICES PROJECT SUMMARY

Customer has requested Aviatrix Services for a specific Scope of Work to provide platform implementation services defined in the customer order form under *special terms* and will be governed by this POD.

i. Products In/Out Scope

Third Party Provider Products including the below, are outside project scope:

- Terraform
- Third Party Firewalls
- CI/CD Pipelines

ii. Products inside project scope:

- Aviatrix Controller
- Aviatrix CoPilot
- Aviatrix Transit Firenet/Spoke Gateways
- Aviatrix Infra Automation (Terraform)
- Aviatrix High Performance Encryption (HPE)
- IPsec Tunnels to third party partners

7. CUSTOMER OBLIGATIONS; REQUIREMENTS; SCHEDULING FOR ALL SERVICES

Customer Obligations

1. Attending all meetings agreed to and necessary to execute the service packages in a timely manner.
2. Providing all accesses required by Aviatrix to complete the Services, such as physical access, network access, system access, etc.
3. Providing timely and detailed responses to Aviatrix team requests for information.
4. Providing contact information for and facilitating communication with all key stakeholders of Customer.
5. Coordinating communications with all third parties as required.
6. Coordinating and driving any required changes or obtaining any required approvals from Customer's organization.
7. Managing any third parties hired by Customer involved in the Services.
8. Assigning project lead and necessary key personnel to facilitate the execution of the services packages.
9. Make all decisions pertaining to Customer's environment.
10. Customer acknowledges that Aviatrix's ability to deliver the Services is dependent upon Customer's full and timely cooperation, as well as the accuracy and completeness of any information and data Customer provides to Aviatrix. Customer is responsible for any delays, costs, and/or fees associated with Customer's failure to fulfill these obligations.

Scheduling Service Credit Packages and/or Fixed Duration Services

1. Customer will work with Aviatrix Engagement Managers and Consulting Services Engineers as the primary professional services personnel to fulfill projects using services credits.

2. Upon the execution of an applicable order form, the customer and the Aviatrix Engagement Manager will liaise to outline a plan of consumption for the PRODUCTPLUS credits over the Engagement Period and/or the Fixed Duration Services Scope.
3. Beyond the initial kickoff and start date after purchase, Customer must notify Aviatrix at least 15 business days in advance that it wishes to redeem additional PRODUCTPLUS Credits for a service package and start a project.
4. For Fixed Duration Services, the Customer and Aviatrix will arrange a project plan to be followed to accomplish the specific scope of works defined in the special terms in the applicable order form.
5. All pre-packaged project types will consist of three (3) sprints of technical planning, setup/implementation and knowledge transfer/closeout to deliver the redeemed program type. Remaining PRODUCTPLUS credits will be managed by the Engagement Manager and professional services teams to ensure timely usage for value realization.
6. Each service package shall be fixed in duration, in accordance with the table set forth in Table 1, and each week of the package aligns with a business calendar week.
7. Once a service package has begun, it cannot be significantly delayed, nor suspended. If Customer nonetheless suspends or delays the service package, the suspension shall consume program days the service package under fulfillment.
8. If after Aviatrix and Customer have agreed to a service package start date, Customer wishes to re-schedule, Customer must notify Aviatrix at least 5 business days prior to the intended start date, and Customer must notify Aviatrix at least 15 business days prior to its new desired start date.

8. TERM AND TERMINATION FOR ALL SERVICES

PRODUCTPLUS Services

This POD shall terminate upon the earlier of (i) the date Customer has utilized all of its PRODUCTPLUS Credits and the service packages redeemed have been completed, (ii) the Engagement Period ends, or (iii) the End Date set forth in the applicable Order Form, unless earlier termination by either Party in accordance with the terms of the Agreement.

Upon the expiration or termination of the Agreement or the Order Form, all amounts (including expenses) owed to Aviatrix under this POD (whether completed or not), will be immediately due and payable in full. In addition, upon any termination or expiration of the Agreement or the applicable Order Form, this POD shall terminate and Aviatrix's obligation to provide Services shall immediately terminate.

Fixed Duration Services

Customer must utilize the services procured within 90 days of the Subscription start date, or else they will be forfeited.

9. FEES AND EXPENSES FOR ALL SERVICES

Customer shall pay to Aviatrix the fees set forth in the applicable Order Form for the PRODUCTPLUS credits. All fees are due up front, in full, and must be paid within 30 days of the invoice date. The payment of all fees is subject to the terms and conditions set forth in the Agreement.

Any services performed outside of the Fixed Duration Services procured, or any additional hours of work will be provided by Aviatrix on a [time-and-materials \(T&M\)](#) basis only, at a daily rate of \$2500 per day, unless otherwise set forth in the new order.

Expenses are not included in the fee set forth above. Customer shall pay for all reasonable expenses incurred by Aviatrix and its personnel in the performance of this POD, provided that such expenses meet requirements set forth in the terms and conditions of the Agreement. Aviatrix shall invoice the Customer monthly for any applicable expenses in and Customer shall pay such invoices in accordance with the terms and conditions set forth in the Agreement.

10. CHANGE ORDERS FOR ALL SERVICES

Unless otherwise mutually agreed by the Parties, any change or modification of this POD or the Project Plan will be coordinated by the Parties in accordance with this Section 10. Either Party may initiate such requests for a change or modification (each, a "**Change Request**"). The Party requesting a Change Request will submit a written Change Request to the other Party in a clear and concise manner using a form substantially similar to the sample document attached hereto as Annex 1 (a "**Change Order**"). Upon the execution of a mutually agreed upon Change Order by both Parties, the obligations of the Parties with respect to such Change Request will be incorporated under the POD. If a Change Order reinstates an expired POD or otherwise alters the duration of any service package, a reinstatement fee of up to 10% may apply.

Annex 1: Sample Change Order

CHANGE ORDER

This Change Order, dated as of [CURRENT DATE] amends the Statement of Work effective as of _____, 2_____, pursuant to the Agreement between Customer and Aviatrix (the “**Agreement**”).

Project Name:			Project Sponsor:	
			Urgency:	
	Change request #:	Originator:	Change requested by:	Date requested:
Justification	Description of Change Requested:			
	Reason for Change:			
	Proposed Approach to Resolve:			
	Project Plan Area	Impact of Proposed Change(s)		
Impact	Impact on Scope			
	Impact on Scope Risk			
	Impact on Schedule			
	Impact on Resources			
	Financial Impact			
	Other			
	Approvals to Proceed:			
Signatures	Originator/Date	Project Leader/Date	Sponsor/Date	Aviatrix/Date