

TRICENTIS SERVICE PACKAGE - ORDER DETAILS

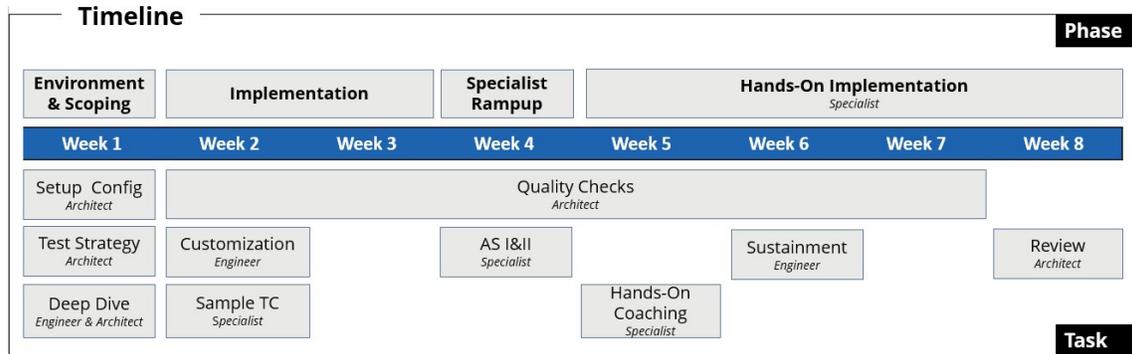
STARTER PACKAGE

These additional terms shall apply to packaged offerings of Services provided to Customer (“**Service Package**”), as ordered by Customer in the Order and subject to the terms and conditions herein stated as well as in the Agreement.

1. SERVICE PACKAGE OVERVIEW

1.1. Objectives and Targets. The Starter Package is a basic implementation support for new Tricentis Tosca Customers. Tricentis will get started based on a proven methodology consisting of 11 activities and worth 23.5 Tricentis Consultants PDs and will work with a core team of about 10 Customer users to stand their machines up, configure them, train and coach this user group in a single location and on a single application to make sure they get productive with Tosca as quickly as possible. Tricentis’ mentality is to make sure Customer gets a smooth experience applying Tosca in its environment where Tricentis takes care of teaching Customer the tricky bits that need to be considered to get Customer’s business needs covered. With this strong foundational knowledge in place these 10 Customer users will be able to train others on the core workings of Tosca. There are also addons available to increase the scope of the Starter Pack in specific areas in case you need to be up and running on more than the basics of Tosca within the first 3 months.

1.2. Delivery Schedule. Tricentis recommends following timeline for providing the Services to Customer (“**Delivery Schedule**”)



Individual activities may take longer or shorter as describes in the Delivery Schedule for ordered Service Package. Tricentis will accommodate these deviations as they occur in the Delivery Schedule while ensuring maximized value for Customer.

1.3. Tricentis Consultants – Description of Roles

Allocation of Tricentis Consultants. For the Service Package engagement, Tricentis will appoint different types of qualified Tricentis personnel (“**Consultants**”), based on certain tasks, skills and knowledge based on following estimated allocation:

Tricentis Consultant	Place of Delivery	Service Effort [PH]
Automation Specialist	On-Site	96
Automation Engineer	Remote/On-Site	44
Automation Architect	Remote/On-Site	45
Total		185

Automation Architects are IT professionals with a degree in software engineering or computer science or equivalent and 3+ years of experience in the following fields: software application development, support, design or testing (“**Architect**”). Architects can solve complex problems by breaking work items down and overseeing the execution and delivery of a team towards resolution. This role acts as an SME for common

automation/testing challenges (e.g. test data, environment configuration) and provides coaching for Tricentis Consultants and Customer by pro-actively suggesting solutions for these challenges. This role insures the value of quality, serves as the main source of quality control, and leads the on-boarding process. The Architect will also provide direction on the effective use of risk-based testing and test case design, effective test data management, and test automation access. Architects act as the main point of contact between Customer, Tricentis and supplier teams assigned to the project, as well as Tricentis product teams if necessary.

Automation Engineers are IT professionals with degrees in software engineering/computer science or equivalent with 2+ years of experience in object-oriented software development – particularly C# (“**Engineer**”). The Engineer assists in the creation of test cases and provides business abstractions of the UI and API interfaces to enable non-programmers to accomplish test automation. The focus of the Engineer is to ensure that automation is made possible with the highest degree of stability for the applications in scope. Engineers contribute learnings to the any outlook/retrospective events with Customer, including recommendations for future extensions and enhancements.

Automation Specialists are IT professionals with a few years of experience in either: software application development, support, design or testing (“**Specialist**”). Specialists create test cases, provide training, and perform hands-on coaching. This role also assists in the automation, running and maintenance of test cases. The focus of the specialist is to transport knowledge of Tosca’s practical application as a tool to the users.

2. STARTER PACKAGE DESCRIPTION

2.1. Phase – Environment and Scoping

2.1.1. Task: Setup

Tricentis will work with Customer to prepare the hardware and software during setup and installation. Licenses for 3rd party tools required during delivery of the package (such as MS Office or MS Visual Studio or others) are Customer’s responsibility. The initial setup for an installation of the Tricentis Tosca (“**Tosca**”) comprises of the following services:

- Consultation regarding required hardware
- Consultation regarding setup and installation

The Architect will assist Customer in configuring the necessary Tosca databases, installing and configuring the necessary licensing components, and installing the Tosca Commander clients as well as ensuring the connection to the common repository database.

This setup does not include the installation and configuration of advanced Tosca components or extensions like Tosca BI, Orchestrated Service Virtualization, Distributed Execution, or Tosca Analytics.

2.1.2. Task: Configuration

Tricentis will assist in the configuration and set up of the common repository. The Architect advises Customer on best practices and assists Customer introducing governance and policies to effectively deploy and manage a multi-user Tosca environment. Initial configuration consists of the following:

- Establishment of user management policies including the creation of user groups, group privileges, and LDAP synchronization as desired
- Development of a sustainable folder structure within Tosca that will support organizational growth
- Creation of governance practices and a foundation for proper Tosca artefacts promotion to ensure quality standards within the Tosca common repository
- Consult Customer on proper naming conventions of Tosca artefacts

2.1.3. Task: Test Strategy

Customer will identify key functional areas of the application in scope. The Architect will define test cases with appropriate inputs and verifications to be used in the following sample test case creation task of the project timeline. This may include the creation of a basic requirements structure and related test sheet(s) to support the effort. The Architect will assist Customer in adjustments necessary to prepare manual test cases for automation. This process includes assessing suitable test case candidates for automation, reducing unnecessary dependencies between test cases, and breaking test cases into smaller entities.

Additionally, the Architect and Customer will determine the topics covered during Hands-On Coaching. These topics will be within the scope of the implementation and pertinent to Customer’s specific application and

environments.

2.1.4. Task: Deep Dive Application

Customer will demonstrate the functionality of the application in scope to the Tricentis consultants and present test cases in the system under test. The Architect will focus on topics that are important for sustainable automation, such as test data consistency, user accounts needed to access the application in scope, and the test cases themselves. The Engineer will identify specific extensions to Tosca that will make the automation more user friendly. These extensions could be necessary for application controls that aren't easily steerable, or to increase the automation effort required for Customer.

The application Deep Dive will focus on **one** specific application that is chosen by Customer and the Architect as a good initial automation candidate.

2.2. Phase - Implementation

2.2.1. Task: Quality Checks

Over the course of the implementation project, the Architect will perform quality checks to ensure the delivery of the Tosca components and implementation in accordance with standards and best practices. The Architect will clear any blockers that may inhibit the implementation project, plan and schedule tasks and resources necessary to complete the project and provide oversight of Tricentis Consultants. In addition, the Architect will schedule a weekly "touch point meeting" with the Customer to identify any open issues, review the project status, discuss upcoming tasks, and keep the implementation on track.

2.2.2. Task: Customizations

Extensions or Special Execution Tasks ("SET") determined during the application deep dive, or during sample test case creation will be built for the application in scope by the Engineer. The Engineer will provide the necessary files and coach Customer on how to implement and steer the specific controls or SETs. After the application deep dive, the Engineer will also be able to estimate how much of effort will be needed to make certain business scenarios automatable. If this effort exceeds the allocated effort (within the Starter Package budget) to implement them vastly, then another application should be chosen for the initial implementation or additional costs may need to be facilitated on top of this offering.

2.2.3. Task: Sample Test Cases

The Specialist will automate test cases and/or test case templates defined by the Architect and Customer during test strategy. These master test cases and test case templates will serve as samples for future automation completed by Customer. Test cases will be built with Tricentis recommended best practices including naming conventions, folder structures and reusability. During the implementation, these automated master test cases should serve as a foundation to build the remainder of the test case portfolio for Customer's automation targets. In order to reduce travel costs, sample test cases are created remotely. If Remote Service is not possible, or desired, sample test cases will be implemented On-Site, with access and required equipment provided by Customer..

2.3. Phase - Specialist Ramp Up

2.3.1. Task: Automation Specialist Training I & II

The Architect will open online, self-paced training for up to 10 Customer users. These courses are certification level offerings and provide the basic building block skills necessary to be successful with Tosca. Customer employees will need to complete the training and receive the certifications for Automation specialist I and II prior to Tricentis Consultants being On-Site. Each participant is limited to two certification exam attempts.

Please follow the links for more details on the training:

- <https://www.tricentis.com/academy/courses/automation-specialist-level-1/>
- <https://www.tricentis.com/academy/courses/automation-specialist-level-2/>

2.3.2. Task: Training/Coaching

If Customer has not successfully completed necessary certifications prior the training and coaching phase, the Specialist will provide a 4 day, instructor-led classroom course to assist with the certification of all client resources.

Provided Customer has successfully passed the certification exams for Automation Specialist I & II through

the online courses, this Training phase will be used to answer any questions and clarify any topics raised by Customer during the completion of online training before progressing to the hands-on coaching task below.

2.4. Phase – Hands-On Implementation

2.4.1. Task: Hands-On Coaching

The main goal of hands-on coaching is to enable Customer creating efficient Tosca repositories and developing its automation skills. The Specialist will assist Customer by providing best practices and working real world examples as knowledge transfer by working jointly on test cases targeting the application in scope. The goal is to prepare Customer for using Tosca in its actual system under test. During the hands-on coaching phase, it is also possible to schedule workshops with emphasis on other special topics like test case design or methodology.

- Customer will provide test cases to automate (including test data, etc.)
- Specialist and Architect will provide a high-level agenda of topics to be covered
- The agenda will be approved by Customer
- As required, specific knowledge transfer sessions can be defined to target specific audience members. This should be communicated to the Architect 2 weeks prior the On-Site engagement to allow time to prepare.

2.4.2. Task: Sustainment

The goal of this task is to fine tune the automated test cases created during sample test case creation and/or hands-on coaching sessions for sustained, repeatable execution. The Engineer will work with Customer to create and implement an unattended execution strategy which may include such things as examples:

- Setup and implementation of distributed execution
- Design and implementation of TCSHELL scripts
- Introduction of concepts, design and implementation of recovery scenarios where needed

Due to time and/or budget restrictions only samples of given examples might be implemented by the Engineer. There is no obligation to complete these implementation to their full extent if that does not fit into the allocated time frame.

2.4.3. Task: Review

The Architect will review the portfolio and QA processes of the implementation. The goal of this review is to provide direct feedback of the Tosca project offering recommendations on how to enhance the use of Tosca in daily operations. This review process is intended to act as a best practice guide to ensure that Customer gains maximum value from Tosca over short, medium and long-term. At the end of the review, Customer will receive a brief report identifying issues, risks and recommendations for next steps.

3. PRICING AND INVOICING

- 3.1. Person Hours and Days.** One On-Site person-day (“PD”) is calculated with 8 person hours (“PH”) working time. A minimum effort of one PD including expenses will be charged for each agreed On-Site assignment. The indicated PD for remote sessions may be held on several days.
- 3.2. Invoicing.** Invoicing for Services will occur one month ex-post and Tricentis shall, based on its time recording, invoice Customer for a prorated amount of PDs actually worked on a time and material basis.
- 3.3. Service Package Deduction.** PDs/PHs will get subtracted from the pool of the contract. However, the Service Package Fee is pre-discounted calculated and may only be consumed entirely. However, the Service Package is capped with the fixed PDs and Fee as indicated in the Order and may not be exceeded. PDs which have not been consumed by the indicated end of the Service Package Term shall be finally invoiced to Customer. Customer may schedule and consume remaining PDs within 3 months after the final invoice has been issued to Customer. Any non-consumed PDs will expire.
- 3.4. Service Change Order.** If the parties mutually agree to change or extend the terms of the Service Package, including but not limited to the type or amount of Service to be performed, the parties shall prepare and execute a writing (“Change Order”) stating, at a minimum (i) the effective date of the Change Order, (ii) the specific changes, with reference to the affected sections of the Order, and (iii) the effect of the changes on any Fees or other amounts described in, and to be paid under, the Order.

- 3.5. Travel Expenses.** Service Package Fee is exclusive of any expenses. Subject to the Order, Tricentis may apply 3 different methods invoicing accrued travel expenses.
- 3.5.1. On Actuals.** All expenses incurred by an On-Site engagement will be charged on actuals (except for meals) and will be invoiced after provision of Services. Expenses for daily meal allowance (per diem and person) will be charged at a flat per diem rate of USD 60, EUR 40, AUD 60. Intercontinental travel will always be subject to an On Actual invoicing.
- 3.5.2. Flat Rate.** All anticipated travel expenses (accommodation, transportation, meals and incidentals) are summed up and averaged out over the planned trip duration. Unless not otherwise stated in the Order, the daily flat expense rate will be USD 550, EUR 400, AUD 400.
- 3.5.3. Capped Expenses.** Travel expenses may be calculated upfront before engagement start and capped with a fixed fee. In that event Tricentis may not exceed the defined travel expense cap and plan, which may impact the On-Site Service ability.
- 4. ORGANISATION**
- 4.1. Customer Responsibilities and Required Infrastructure.** The successful completion of the Order requires Customer's cooperation. Customer shall provide all such information, data, documentation, equipment and other physical and human resources as may be reasonably required by Tricentis to enable Tricentis to meet its obligations under this Agreement as pre-requisite and are not included in the Fees. On-Site and particularly Remote Service will require Customer to make its Customer System available.
- 4.2. Place of Delivery.** Package Services will be provided at Customer's delivery address ("**On-Site**") as stated in the Order as well as remotely at Tricentis locations ("**Remote**").
- 4.3. Staffing.** Tricentis will appoint experienced Consultants to supervise the Services. Tricentis may select its own as well as personnel from selected partner companies. In any case Tricentis will remain Customer's sole contractual partner and will ensure to Customer that its selected partner are in compliance with set terms.. Customer acknowledges that Tricentis' subcontractors may have access to Customer's systems. Given a prior notice of 2 weeks, Tricentis may, at any time, replace personnel according to expertise, focus areas or roles.
- 4.4. Lead Time.** Tricentis requires a lead time of 4-6 weeks from Customer's signing of this Agreement for the Service to be provided. Any Service engagement will be planned and mutually agreed upon in cooperation between the parties in accordance with recommended Delivery Schedule, which shall be the basis for resource allocation and travel arrangements and must be finalized 2 weeks prior start of any Service at latest. Tricentis will ensure that lead times for requested Service Package is kept to a minimum.
- 4.5. Delivery Pause.** Customer caused short notice reduction to project staff (e.g. due to Customer's inability to carry out its duties in accordance with the Delivery Schedule, change of Delivery Schedule) is considered a "**Delivery Pause**". In such an event Tricentis will keep its Consultants engaged until the end of the week the notice was given. Customer has one week time to complete the requested duties for immediate resumption; if Customer does not comply, regular lead times will apply to re-staff and resume the Service. Any expenses caused by a Delivery Pause will be invoiced to Customer.
- 4.6. Workshop Size.** Any workshop or training is limited to 10 participants to sustain a trainer-to-participant ratio that is manageable.
- 4.7. Travel Behavior.**
- 4.7.1. Arrival and Departure.** Tricentis will typically travel between Monday's and Thursday's. Arrival and Departure Times will be communicated to Customer in advance. Tricentis may arrive anytime until 10:30am local time on the arrival day and may depart anytime after 2:30pm local time on the departure day. Tricentis will compensate Customer for lost time on arrival and departure day throughout the Service engagement so that a minimum of 8PH is reached. If other arrival and departure times need to be met, Tricentis may stay an extra night to allow an early arrival/late departure. This extra night will be invoiced to Customer.
- 4.7.2. Accommodation.** Tricentis will primarily book hotels of "***" category (three stars, except India). Depending on availability, distance and experience, Tricentis may decrease this standard on its own

discretion. If the standard needs to be raised, Tricentis needs a prior written approval from Customer. Tricentis shall adhere to any travel policy reasonably promulgated by Customer, provided they are in line with the standards described herein.

- 4.7.3. Flight.** Tricentis will primarily book economy class non-stop flights closest to the On-Site location.
- 4.7.4. Local Transportation.** Depending on On-Site's location, the departure and arrival airport, available infrastructure and timely needs, Tricentis may choose between car rental, taxi/shuttle services and public transportation.
- 4.7.5. Travel Frequency.** To optimize travel cost, Tricentis schedule the Service engagement in timeframes of 4 consecutive days (Monday until Thursday) or at a minimum of 2 consecutive days. Tricentis will travel from and to the On-Site location on a weekly basis for the duration of the Service. Intercontinental resources may stay On-Site for up to 4 weeks and may provide Remote Service for 1 week before returning to On-Site.
- 4.7.6. Travel Substitution.** Tricentis may not weekly travel from and to the On-Site location if 2 consecutive weeks are planned for the same Tricentis Consultant. In this event, flight related expenses may be substituted with the expenses incurred by the over-weekend stay for accommodation, meals and local transportation.
- 4.7.7. Fair.** During trade fairs/shows accommodation rates might peak and be higher than usual. Tricentis will make it Customer's decision to modify the Delivery Schedule to save cost.