

TOSCA CONNECT TERMS AND CONDITIONS

These additional terms and conditions for the use of Tosca Connect (“Additional Terms”) supplement and apply in addition to the (Master) License Agreement/Order Form for Software Licenses entered into by and between Customer and Tricentis (“Agreement”). These Additional Terms shall be read in conjunction with the Agreement, which is incorporated herein by reference.

1. DEFINITIONS

1.1 In addition to the terms defined in the Agreement, the below terms shall have the following meaning when used in these Additional Terms:

“Acceptance Date” means the date on which Customer signs the Master License Agreement/Order Form for Software Licenses.

“Documentation” means the user manuals and documentation related to the Software that the manufacturer delivers electronically or is made available on the manufacturer’s website.

“Software” means the “Tosca Connect” software manufactured by Tricentis’ partner under the OEM Agreement whereby Tricentis has acquired the right to market and sublicense the software to Customer.

2. Limited Warranty. Tricentis warrants to Customer for a period of thirty (30) days from the date of the initial licensing by Customer (“Warranty Period”) that the Software will conform to the Documentation in effect on the Acceptance Date, provided the Software is used in accordance with the Documentation. The above warranty shall not extend to any Software that is modified or altered, is not maintained to Tricentis’ maintenance recommendations, is operated in a manner other than that specified by Tricentis, is altered or is treated with abuse, negligence or other improper treatment (including, without limitation, use outside the recommended environment).

3. Limitation of Liability. EXCEPT FOR A BREACH OF USAGE LIMITS AND RESTRICTIONS, INDEMNITY, OR A BREACH OF CONFIDENTIALITY: (A) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES, ANY LOSS OF REVENUES OR PROFITS, OR ANY COST OF COVER ARISING OUT OF THESE ADDITIONAL TERMS, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) EACH PARTY’S LIABILITY FOR ANY CLAIM ARISING OUT OF THESE ADDITIONAL TERMS WILL NOT EXCEED THE AMOUNT PAID HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM. THE PARTIES AGREE THAT THIS SECTION 3 REFLECTS A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES IN LIGHT OF THESE ADDITIONAL TERMS. THIS LIMITATION OF LIABILITY WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AVAILABLE HEREUNDER. THE MANUFACTURER OF THE SOFTWARE SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF THESE ADDITIONAL TERMS.

4. Compliance with Laws; Exports. Customer shall ensure that its use of the Software under these Additional Terms complies with applicable laws and regulations, including without limitations anti-corruption laws (e.g. The United States Foreign Corrupt Practices Act) and

export control laws, including the Export Administration Regulations promulgated by the U.S. Department of Commerce. Customer shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Software: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority.

5. **Third-Party Beneficiary.** The manufacturer of the Software shall be deemed third-party beneficiary to these Additional Terms with respect to the use of the Software.
6. **Support.** Tricentis will use commercially reasonable efforts to respond to Customer in the target response times, provided that if support is provided to Tricentis by its partner these response times may be subject to delays.
7. **Services.** Customer is entitled to the below services as part of the Software order and as detailed therein. The number of service days (person-days, "PD") to be delivered to Customer depend on the specifics of the Software order. Customer may call off the specified PDs within 12 months as of signing of the relevant Software order. The specified PDs shall be considered consumed if Customer does not avail/does not avail fully of the PDs within the 12 months period as of signing of the relevant Software order. Tricentis shall have no obligation to deliver the specified PDs after that time period.

2 PD Tosca Connect Server Installation (for initial licensing only):

Customer shall establish the necessary technical conditions. The scope of services includes the installation and activation of the server component (Tosca Connect server and Tosca REST API). Connectivity to the systems to be synchronized is established. Changes to the Customer infrastructure or the systems to be synchronized are not included. These are the responsibility of Customer.

The PDs apply to the initial licensing of a Tosca Connect Server License; any subsequent licensing of the same does not qualify for additional PDs.

2 PD per Technology Connector to be integrated:

The synchronization of existing object definitions is set up according to Customer requirements, as far as the standard functionality covers this. Not included are more complex transformations that require scripting, as well as changes to object definitions or configuration of the systems to be integrated.

The consultancy serves to explain the capabilities within the standard functionality to Customer and to define corresponding object mappings together with Customer. Furthermore the completed implementation is handed over and explained.

The above services do not include any changes to the standard functionality of the Software * or the Tricentis Software itself. In particular, the addition of new



synchronizations for currently unsupported object types, the customization of the Tricentis Software for more complex synchronization scenarios or non-standard transformations are explicitly excluded and require an additional effort estimation and additional services. (* The standard functionality of the Software allows synchronization on the level of requirements and on the level of execution logs to synchronize defect information).