

SERVICE LEVEL AGREEMENT

TRICENTIS TOSCA

The Service Level Agreement (“SLA”) describes the current practices of Company with regard to its provision of Support to Customers that have entered into an Agreement for the Software Tricentis Tosca (“Tosca”). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement between Customer and Company.

1. Overview of Tosca Support

Features	Tosca Support	
	Gold Support Plan	Platinum Support Plan
Incident Initiation	unlimited	unlimited
Support Portal User Count	unlimited	unlimited
Email Support	yes	yes
Live Chat Support	yes	yes
Telephone Support	yes	yes
Support Response and Synopsis Time	see below	see below
Live Remote Assistance	on demand	on demand / ad hoc
Controlled Release Access	no	yes
Customer Dedicated Support Representative	no	yes
Unlimited Free Online Training Courses	no	yes

- (i) **“Controlled Release Access”** means Customer being granted access to alpha/beta versions of the Tosca (including integrations and addins), as they become available. Such access enables Customer to test new releases of Tosca upfront. These versions will be explicitly marked as alpha/beta versions and as such are not covered by the Support Plan.
- (ii) **“Customer Dedicated Support Representative”** means Company will assign a specific and adequately skilled support representative that shall serve as primary point of contact for all support-related Customer requests. The Customer Dedicated Support Representative will coordinate all account-related processes.
- (iii) **“Incident Initiation”** means the number of Support incidents that Customer may initiate or create per calendar year.
- (iv) **“Live Remote Assistance”** means scheduled remote assistance, when requested by Customer, in order to expedite fault, issue, and/or error analysis and synopsis.
- (v) **“Support Portal User Count”** means the number of Support Portal users that may register with the underlying Customer account.
- (vi) **“Unlimited Free Online Training Courses”** Customer’s employees may unlimitedly certify and recertify themselves with self-paced online training courses (www.tricentis.com/academy/courses/).

During the term of the Agreement and subject to Customer’s payment of the applicable Fee for Tosca, including, without limitation, any support and maintenance fees, Company shall update Tosca with all Updates if, and when available. **“Update”** means an error correction, workaround, or other maintenance update of Tosca that Company makes generally available to its customers who have purchased maintenance and support, without extra charge.

Company provides software maintenance services for major and minor releases for the duration of 18 months as of the respective release. Company releases up to six (6) new versions of Tosca per year. Customer will be notified proactively via the Support Portal. Customer is entitled to download new releases upon their availability during the term of an active maintenance agreement. Company may change its release schedule, change, discontinue or add service offerings from time to time at its own discretion and will notify Customer via the Support Portal.



Support Option	Standard Support Phase	Extended Support Phase	End of Life Phase
Non-critical Hotfix (bug fixes)	✓		
Critical Hotfix (bug fixes)	✓		
Feature Enhancements	✓		
General Assistance	✓	✓	
Security-related Hotfix	✓	✓	
Self-service Resources	✓	✓	✓

2. Notification and Prioritization Process; Communication

A Company support representative will be responsible for coordinating with Customer. All faults shall be logged by Customer via the support portal located at <https://support.tricentis.com/community/contact.do> in a clear and traceable manner. Company will examine the reported incident and prepare an initial synopsis within the timeframe set forth below. If the fault can be fixed within the initial synopsis, the support issue will be closed. Otherwise, the incident will be escalated to the development team or the next relevant level.

In order for Company to respond to Customer's reports of difficulties or problems with Tosca and assist in diagnosis of faults, Customer must provide adequate information and documentation to enable Company to recreate the problem. Company, following commercially reasonable efforts and failure to recreate the problem, may notify Customer that the problem could not be recreated, located or identified, if such is the case.

- (i) **"Critical Priority"** means the majority or a critical function of Tosca is inoperable. The problem cannot be circumvented.
- (ii) **"High Priority"** means it is difficult to use Tosca, although Tosca still works despite the difficulties. There is a workaround for the problem.
- (iii) **"Moderate Priority"** means the use of Tosca is impaired, but not seriously. These are annoying and/or irritating errors.
- (iv) **"Review/Synopsis"** means a brief summary of the major issues of an incident, an abridgment or condensation of a work. A synopsis holds either a final workaround or solution if available at that time, or detailed information when and what solution will be available for the respective incident.

Customer may report a fault and give it the classification **"Moderate"** or **"High Priority."** If Customer classifies the incident as **"Critical"**, Customer must send this report directly to Company's Head of Support, who can be contacted at priority@tricentis.com. An incident can only be classified as **"Critical"** if the Company's Head of Support and Customer classify the incident as **"Critical"** by mutual consent within one business day of notification to Company' Head of Support. If an agreement on classification cannot be reached within one business day, the issue will be escalated to appropriate Company management.

Company will provide support for Tosca via email, chat, web-form and telephone.

3. Response Times

Based on Customer's classification of the incident, Company shall use commercially reasonable efforts to respond to Customer in the response time shown below and provide an initial synopsis of the incident within the following timescales:

Call Priority	Gold Support Plan		Platinum Support Plan	
	Response Time	Review Time	Response Time	Review Time
Critical	8 business hours	16 business hours	4 business hours	8 business hours
High	16 business hours	32 business hours	8 business hours	16 business hours
Moderate	24 business hours	48 business hours	12 business hours	24 business hours

4. Support Hours

Support Hours	Gold Support Plan	Platinum Support Plan
		24/5

Details on support on bank holidays is available under the Support Portal support.tricentis.com/community/contact.do. In case of maintenance downtimes, Company will inform Customer 48 hours in advance.

5. Monthly Uptime Calculation for Platform Service Tosca

This section applies in addition to Customers, who have ordered Tosca as Platform Service.

The „**Monthly Uptime Percentage**“ for Tosca is calculated as follows: Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Tosca subscription.

Monthly Uptime Percentage: 99.00 %, maintenance downtimes excluded

- (i) **“Downtime”** means the time in which the Platform Service is not capable of being accessed or used by the Customer, as monitored by Company.
- (ii) The following are not counted as Downtime for the purpose of calculating Monthly Uptime Percentage:
 - Platform Service unavailability caused by scheduled maintenance of the platform used to provide the applicable Platform Service (Company will endeavor to provide seven business days' advance notice of service-affecting scheduled maintenance); or
 - Platform Service unavailability caused by events outside of the direct control of Company or its subcontractor(s), including any force majeure event, the failure or unavailability of Customer's systems, the Internet, and the failure of any other technology or equipment used to connect to or access the Platform Service.

6. Obligation and Responsibilities

Support does not include the correction of, and Company will have no obligation with respect to, any errors, defects, or other problems caused by, or resulting from:

- (i) Customer's failure to implement any Update made available to Customer by Company at no charge for addressing such error;
- (ii) the Customer System or changes to it;
- (iii) any alterations or modifications of, or additions to, Tosca made by parties other than Company or its agents;
- (iv) use of Tosca in a manner for which it was not designed or use of Tosca not in conformance with the Documentation;
- (v) due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at your site or between your site and our data center);
- (vi) Customer's unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of Customer's passwords or equipment, or otherwise resulting from Customer's failure to follow appropriate security practices.

7. Provision of Tosca

Company shall make a copy of Tosca electronically available to Customer for download by providing Customer with access to a third-party platform license server infrastructure. Company may change, discontinue, or deprecate the provision of licenses via the platform license server.

The third-party provider Flexera® is solely responsible for the platform license infrastructure distributed for Tosca. The Cloud Site Service Level agreement is available under media.flexerasoftware.com/documents/Cloud-Service-Levels.pdf.

8. Changes to SLA

Subject to the Agreement, Company reserves the right, at its discretion, to change this SLA at any time based on prevailing market practices and the evolution of Company's software products.