

SERVICE PACKAGE

LIVECOMPARE 360 SUBSCRIPTION

These additional terms shall apply to Services provided to Customer (“**Engagement**”), as ordered by Customer in the Order and subject to the General Terms and Conditions or the relevant Agreement referred to in the Order.

1 Service Subscription Overview

Scope of Services. The LiveCompare 360 Subscription offering provides continuous Consulting Services (in total up to 48 Person Days) delivered evenly across a 12 months term. The LiveCompare360 Subscription consists of several service components that can be leveraged flexibly based on requirements of Customer.

Location of Delivery. Services are delivered remotely at Provider locations (“**Remote**”).

Disclaimer. Provider delivers activities within service components during Provider Standard Business Hours, unless stated otherwise. This service does not include any activities or deliverables related to software engineering (i.e. software development) changes to the software itself (i.e. software development activities normally handled by Provider Software Engineering Team).

2 Service Subscription Description

2.1 Engagement Management

Up to 10% of the overall contracted PDs are reserved for Engagement Management.

Provider Responsibilities: Appoint an Engagement Manager as a single point of contact for Customer. Prepare and conduct a Consulting Service Engagement Kick-Off Meeting to discuss the requirements, staffing and working procedures. Document the Kick-Off Meeting in meeting minutes. Invite Customer to a regular Touch Point Meeting to discuss the delivery (progress, status and plan) as well as the consumption progress of the Consulting Service Flex Engagement. Provide an *Engagement Status Report* and *Meeting Minutes*. Keep track of Customer requirements. Create and updates resource plans (budget, staffing) as well as timelines.

Customer Responsibilities: Participate in the Kick-Off meeting and in the regular Touch-Point Meetings. Contribute to the creation and update of the *Engagement Status Report* and the *Meeting Minutes*.

2.2 LiveCompare 360 Consulting

Provider provides LiveCompare 360 Consulting Services which may include the following activities:

- Schedule, prepare, conduct and document remote meetings. For example: CAB meetings, functional requirements gathering, design reviews, output/deliverable review sessions.
- Run apps that come as standard with LiveCompare to look for anomalies (code, configuration, data, security etc.) to proactively support system integrity.
- Work with Customer team to personalize the standard LiveCompare apps. This might include personalization of the user interface, customizing reports and dashboards, as well as configuring when apps are scheduled to run.

- Review and interpret LiveCompare results.
- Construct custom apps to produce the required deliverables and custom workflows that are not part of the template library within LiveCompare. For example: master data exception reporting.
- Monitor and manage all pre-built integrations that are included as standard with LiveCompare.
- Work with Customer to establish additional integrations.
- Review and report utilization of LiveCompare as well as provide feedback and suggestions.

3 Pricing and Invoicing

Person Hours and Days. One person-day ("PD") equals 8 person hours ("PH") working time. A minimum of 8 PH is charged for each day of a Consultant On-Site and a minimum of 1 PH is charged for each remote session.

Term. The Service is delivered over the term specified in the Order.

Invoicing. Invoicing for Services occurs monthly depending on the length of the term at a fixed percentage of the total amount. The monthly invoiced amount equals the total amount divided by the number of months in term.

Service Delivery. The Service is delivered evenly over the contracted term.

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 put the mutually agreed down in 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.

Service Completion. The Service is completed if the contracted number of PDs is exhausted or the term is finished. Modifications to the contracted number of PDs require a mutual agreement in form of a Change Order. The term can't be changed ("use it or lose it"-principle).

4 Organization

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 Provider to enable Provider to meet its obligations under this Agreement.

Software License. Licenses for Software are not part of the Service Package agreed herein. It is therefore Customer's obligation to ensure that the Consultant delivering the Service Package to Customer is provided with the required Software licenses.

Staffing. Provider may select its own as well as personnel from selected partner companies to deliver the Services. In any case Provider remains Customer's sole contractual partner and ensures to Customer that the selected partner companies are following set terms. Customer acknowledges that Providers' selected partner companies may have access to Customer systems. Provider may replace personnel.

Lead Time. Provider starts delivery of the Services no later than 6 weeks after Customer's signing of this Agreement. The Delivery Schedule is used as a basis to plan and mutually agree on assignments. Travel arrangements must be finalized 2 weeks before the On-Site assignment starts.

Workshop Size. Any workshop or training is limited to 10 Customer participants to sustain a manageable Consultant-to-participant ratio.