

SERVICE LEVEL AGREEMENT

The Service Level Agreement (“SLA”) describes the current practices of the Company with regard to its provision of Support to customers that have entered into an agreement for the software Tricentis Tosca (“Tosca”) and/or for the platform service Tricentis qTest (“qTest”) and/or for the software Tricentis LiveCompare. In this Service Level Agreement, Tricentis Tosca, qTest, and LiveCompare will be referred to as “Tricentis Products” if the described terms are applicable for all products. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the agreement between the Customer and the Company.

1. Support Overview of Tricentis Products

Features	Platinum Support Plan	Gold Support Plan
Unlimited Incident Initiation	✓	✓
Unlimited Support Portal User Count	✓	✓
Email Support	✓	✓
Live Chat Support	✓	✓
Telephone Support	✓	✓
Live Remote Assistance “on demand”	✓	✓
Live Remote Assistance “ad hoc”	✓	
Controlled Release Access	✓	
Customer Designated Support Representative	✓	
Unlimited Free Online Training Courses	✓	

- (i) **“Controlled Release Access”** means the Customer being granted access to alpha/beta versions of Tosca (including integrations and addins), as they become available. Such access enables the 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 Designated Support Representative”** means the Company will assign a specific and adequately skilled support representative that shall serve as the primary point of contact for all support-related customer requests. The Customer Designated Support Representative will coordinate all account-related processes.
- (iii) **“Incident Initiation”** means the number of support incidents that the Customer may initiate or create per calendar year.
- (iv) **“Live Remote Assistance”** means scheduled remote assistance, when requested by the Customer, in order to expedite fault, issue, and/or error analysis and synopsis.
- (v) **“Support”** means Support for all Tricentis Products except for Beta Products, environment and components. For Support requests, Customers only have to contact the person named in the section “Contact at Company” as provided within the applicable Order Form.
- (vi) **“Support Portal User Count”** means the number of Support Portal users that may register with the underlying Customer account.
- (vii) **“Unlimited Free Online Training Courses”** means the Customer’s employees may unlimitedly certify and recertify themselves with self-paced online training courses (<https://www.tricentis.com/academy/training-certifications/>).

During the term of the agreement and subject to the Customer's payment of the applicable fee for Tricentis Products, including, without limitation, any support and maintenance fees, the Company shall update Tricentis Products with any and all Updates if, and when available.

"Update" means an error correction, a workaround, or other maintenance updates of Tricentis Products that the Company makes generally available to its customers who have purchased support, without extra charge.

In case of a new version release of each Tricentis Product, the Customer will be notified proactively via the Support Portal. The Customer is entitled to download new releases upon their availability during the term of an active maintenance agreement. The Company may change its release schedule, change, discontinue or add service offerings from time to time at its own discretion and will notify the Customer via the Support Portal. Product Lifecycles for each individual Tricentis Product are available at <https://www.tricentis.com/legal-information/contracts/>.

2. Notification and Prioritization Process; Communication

A support representative of the Company will be responsible for coordinating with the Customer. All faults regarding Tricentis Products shall be logged by the Customer via the Support Portal in a clear and traceable manner. The Support Portal for Tricentis Products is located at <https://support.tricentis.com/community/>. The 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 incident will be closed. Otherwise, the incident will be escalated to the development team, or the next relevant level.

In order for the Company to respond to the Customer's reports of difficulties or problems with Tricentis Products and to assist in diagnosis of faults, the Customer must provide adequate information and documentation to enable the Company to recreate the problem. The Company, following commercially reasonable efforts and failure to recreate the problem, may notify the 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 Tricentis Products is inoperable. The problem cannot be circumvented.
- (ii) **"High Priority"** means it is difficult to use Tricentis Products, although the Product still works despite the difficulties. There is a workaround for the problem.
- (iii) **"Moderate Priority"** means the use of Tricentis Products 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.

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

3. Response Times

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

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

4. Support Hours

Platinum Support Plan	Gold Support Plan
24/7	24/5

Details on support on bank holidays are available on the Support Portal at <https://support.tricentis.com/community/contact.do>. In case of maintenance downtimes, the Company will inform the Customer 48 hours in advance.

5. Monthly Uptime Calculation for Platform Service

This section applies in addition to the Customers, who have ordered Tricentis Products as a Platform Service.

The "**Monthly Uptime Percentage**" for Platform Services is calculated as follows: Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Tricentis Product 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 the 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 (The 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 the Company or its subcontractor(s), including any force majeure event, the failure or unavailability of the 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 the Company will have no obligation with respect to, any errors, defects, or other problems caused by, or resulting from:

- (i) The 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, Tricentis Products made by parties other than the Company or its agents;
- (iv) Use of Tricentis Products in a manner for which it was not designed or use of Tricentis Products not in conformance with the Documentation;
- (v) Due to factors outside our reasonable control (for instance, 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) The customer's unauthorized action or lack of action when required, or from the Customer's employees, agents, contractors, or vendors, or anyone gaining access to our network by means of the Customer's passwords or equipment, or otherwise resulting from the Customer's failure to follow appropriate security practices.

7. Provision of Tricentis Products

The Company shall make a copy of respective Tricentis Products electronically available to the Customer for download by providing the Customer with access to a third-party platform license server infrastructure. The 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 Tricentis Tosca. The Cloud Site Service Level agreement is available at <https://media.flexera.com/documents/Cloud-Service-Levels.pdf>.

The third-party provider Recurly® is solely responsible for the platform license infrastructure distributed for Tricentis qTest. The Cloud Site Service Level agreement is available at <https://recurly.com/legal/terms>.

8. Changes to SLA

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