

# FLEX ENGAGEMENT SERVICES 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 Tricentis Customer General Terms and Conditions or the relevant Agreement referred to in the Order.

## 1 Service Description

This Service Package provides Professional Services to the Customer for ad-hoc services requested by the Customer.

Services performed for Products during service delivery may include:

- Health Checks
- Setup and Configuration
- Test Strategy
- Training
- Coaching
- Creation of Test Cases
- Customization

Service requests will be requested by the Customer, and the Company will assign personnel ("**Consultants**") to service requests. A Consultant will be assigned based upon availability. Continuity of resources is not guaranteed.

### 1.1 Engagement Management

Up to 10% of the overall contracted PDs of the Service Package are reserved for "**Engagement Management**".

**Company 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. 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 Engagement. Provide an "**Engagement Status Report**" and "**Meeting Minutes**". Keep track of Customer requirements. Create and update resource plans (budget, staffing) as well as timelines.

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

### 1.2 Location of Delivery

Services are delivered remotely ("**Remote**") as well as at Customer's delivery address ("**On-Site**") as stated in the Order. The number of included On-Site days is stated in the Order. Each individual trip may last from two (2) up to four (4) consecutive days and is valid for one (1) Consultant.

### 1.3 Out of Scope

Unless previously agreed by Customer and Company, the following items are not in scope for this Service Package:

- Development of automated installation or configuration scripts of Tosca software.
- Any non-Tosca Testsuite or software QA related work
- Product enhancements

## 2 Pricing and Invoicing

**Person Hours and Days.** One person-day ("PD") equals 8 person hours ("PH") working time.

- A minimum effort of 8 PH are charged for each day of a Consultant On-Site
- A minimum effort of 2 PH are charged for each Consultant assignment.
- Time is booked and invoiced in 1/2 hour increments.
- Time for coaching, training, installations, technical reviews, and creating test cases are booked and invoiced for a minimum of 4 PH.

**Travel Expenses.** Service Package Fee is exclusive of any expenses. All expenses incurred by an On-Site engagement are charged on actuals (except for meals) and are invoiced after provision of Services. Expenses for daily meal allowance (per diem and person) are charged at a flat per diem rate of USD 60, EUR 40, AUD 60. Intercontinental travel is always subject to an on actual invoicing.

**Travel Lead Time.** Travel arrangements must be finalized 2 weeks before each On-Site Service assignment.

**Delivery Reschedule.** Customer not meeting its responsibilities leading to a change in the agreed delivery dates of Company Consultants is considered a "Delivery Reschedule". The Company will accept a Delivery Reschedule at no additional cost, should there be a minimum of 5 working days' prior notice given. Should the notice be given less than 5 working days prior to the date of Service assignment, the Customer can be charged for the initial planned time and expenses should the Company not be in the position to reassign the Consultant(s) to other Services or other projects.

**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 as soon as the Services as per the Agreement are delivered, or at the latest when the contracted number of PDs is exhausted, or the end of the Service Package Term defined in the Order is reached. Modifications to the contracted number of PDs or deliverables or the end of the Service Package Term require mutual agreement in form of a Change Order.

**Service Package Consumption.** PDs/PHs get subtracted from the amount of PDs/PHs specified in the Order. However, the Service Package Fee is pre-discounted and may only be consumed entirely. 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 end of the Service Package Term will be finally invoiced to Customer if not already paid upfront.

## 3 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 Company to enable Company to meet its obligations under this Agreement. Customer is responsible for system, network, and security infrastructure provisioning, configuration and troubleshooting.

**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 Services to Customer is provided with the required Software licenses.

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

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

**Customer Project Staffing.** The Customer will provide a dedicated “Project Manager” and “Subject Matter Experts” to support the Customer’s responsibilities and dependencies for the project, identify, communicating, and managing Customer’s processes, standards, and policies that impact the project and within support of project timelines.

**Remote Access:** The Customer will provide remote access to Company or agreed alternative.