

NEOLOAD FOUNDATION SERVICES PACKAGE

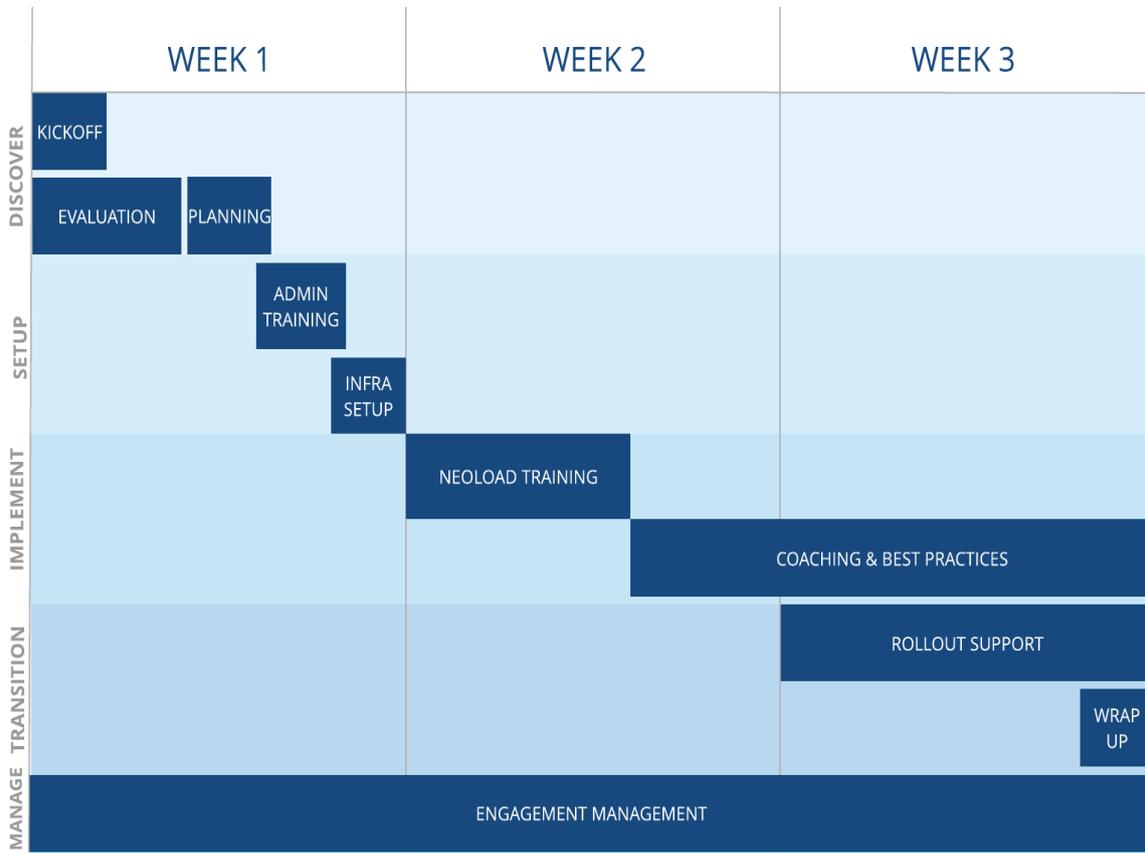
These additional terms shall apply to packaged offerings of Services provided to Customer ("Service Package"), as ordered by Customer in the Order and subject to the Tricentis Customer General Terms and Conditions or the relevant Agreement referred to in the Order.

1 Service Package Overview

Objectives and Targets: This Service Package provides basic enablement of NeoLoad consisting of:

- Core enablement for one implementation of NeoLoad with one (1) system under test with a team up to ten (10) users
- Integration strategies for tools such as continuous integration, application performance monitoring and functional testing to support the client develop their integration planning and configuration.
- Migration best practices and templates to enable migration strategy and planning.

Delivery Schedule. The following draft timeline is used to deliver the Services to Customer ("Delivery Schedule"):



Delivery Scope. The following services, work packages and estimated efforts are the planned ("Delivery Scope"):

Phase	Planned Services	Planned Material	Est. Effort PH
Discover	Engagement Kick-Off	Kick-Off Presentation	2
	Evaluation and Strategy	Deep Dive Minutes	4
	Requirement Analysis & Planning	Requirement Analysis, Migration & Integration Strategy document	4
Setup	Admin Training	Meeting Notes	2
	NeoLoad Web Configuration	Access and Profile Setup	2
Implement	NeoLoad Training	Meeting Notes	24
	Coaching	Coaching Sessions documentation (Includes Integration and Migration)	10
	Best Practices	Best Practices documentation	2
Transition	Transition Services	Meeting Notes	4
	Engagement Wrap-Up	Wrap-Up Presentation	2
Manage	Engagement Management	Engagement Plan	8
		Status Reports	
Total			64

2 Service Descriptions

Company will provide services listed within the "Delivery Scope" according to the below Service Descriptions.

Discover

2.1 Engagement Kick-off

Company Responsibilities: The "Consultant" prepares and conducts a remote "Engagement Kick-Off" meeting with Customer and Users to receive training to present the "Engagement Plan", the teams and their respective responsibilities, as well as the Scope of Services and review the initial engagement dependencies. The Consultant creates and distributes the "Kick-Off Presentation".

Customer Responsibilities: Customer provides input to the preparation and participates in the "Engagement Kick-Off" meeting.

2.2 Evaluation and Strategy

Company Responsibilities: The Consultant prepares and conducts a remote meeting with Customer to review Company system and network architecture requirements. The Consultant understands the system architecture requirements and meeting notes. Over the course of the “**Application Deep Dive**” workshop, the Consultant determines requirements for “Integrations and Migrations activities”. The Consultant creates and distributes the “**Deep Dive Meeting Minutes**”.

Customer Responsibilities: The Customer demonstrates the functionality in several scenarios in the application in scope to the Company Consultants and presents the prepared Test Cases in the system under test. Customer Engagement Manager, “**Infrastructure Administrators**” and “**Subject Matter Experts**” participates in the meeting.

2.3 Requirement Analysis and Planning

Company Responsibilities: The Consultant conducts requirements and implementation analysis sessions of the existing test implementation with consideration of non-functional requirements, test cases, test scenarios, test data, and test results. The Consultant develops and reviews a migration strategy to NeoLoad and Integration strategy with other feasible applications (CI tools, Functional tools and APM tools). The Consultant creates and distributes the “**Requirement Analysis, Migration & Integration Strategy**” document.

Customer Responsibilities: Customer provides information about the existing performance test implementation participates in non-functional requirements analysis meetings and provides feedback to the Integration and Migration Strategy document

Setup

2.4 Admin Training & Web Configuration

Company Responsibilities: The consultant informs one (1) or two (2) NeoLoad administrators on how to manage NeoLoad platform. The Consultant walks Authorized Users through the Admin section of NeoLoad platform. Users will be given instructions for setting up projects within NeoLoad, creates workspaces, manages and maintains users access to the environment.

The Consultant assists the configuration of the necessary users and projects required for Training/Coaching within NeoLoad.

Customer Responsibilities: NeoLoad Administrators and QA managers and leads participate in the administration of NeoLoad platform.

Implement

2.5 NeoLoad Training

Company Responsibilities: The Consultant delivers a NeoLoad training to the customer’s team. The purpose of this course is to provide system understanding of NeoLoad and how to use it by employing best practice methodologies. Significant hands-on experience is incorporated into the curriculum to reinforce the classroom work. This course is comprised of both lectures and lab work/exercises.

In the COVID-19 context, this training can also be performed through a virtual classroom, the delivery is impacted (duration).

Customer Responsibilities: Participants attend the training session. For onsite coaching, Customer provides a training facility (classroom, projector etc.) as well as access to the facility for the Consultant.

2.6 Coaching

Company Responsibilities: The Consultant answers any questions raised by Users related to NeoLoad and services within scope. The Consultant enables Users to efficiently create NeoLoad users’ profiles and perform Test Execution. The Consultant assists Users by providing best practices and working real-world examples as knowledge transfer by working jointly on Non-Functional Requirements.

Integrations: The Consultant conducts requirements analysis sessions, assessing the integration requirements. Coaching on how to integrate (CI tools, Functional tools and APM tools) is conducted to enable the customer for their integration requirements

Migrations: The Consultant conducts requirements analysis and understands migration needs from existing test setup. Coaching on how efficiently migration can be carried out with inhouse tools, best-practices and templates are shared with customer.

Customer Responsibilities: Customer provides required infrastructure questions, Test Scenarios, and Users for the coaching sessions. Participants attend the coaching session. For onsite coaching, Customer provides a training facility (classroom, projector etc.) as well as access to the facility for the Consultant.

2.7 Best Practices

Company Responsibilities: The Consultant assists Users by providing best practices and working real-world examples as knowledge transfer by working jointly with the Customer to implement best practices. The Consultant creates and distributes the “**Best Practices**” documentation.

Customer Responsibilities: Customer provides the required resources and information for best practices implementation.

Transition

2.8 Engagement Wrap-Up

Company Responsibilities: The Consultant reviews the engagement, documenting issues, risks and recommendations for next steps. If a requirement of “**Customizations**” is identified during the Application Deep Dive, or during sample Test Case creation, the necessary services will be delivered by the Consultant remotely. If Customizations are required, the PH required will be created as a separate SOW charged based on the requirement efforts (PH). The Consultant creates and distributes the Engagement Wrap-Up document.

Customer Responsibilities: The Customer provides remote access to a development environment which meets the requirements defined by the Consultant. Customer participates in the Engagement Wrap-Up session.

2.9 Transition Services

Company Responsibilities: The Consultant assists the Customer in continuous rollout support and onboarding other teams by answering any questions raised by Users related to functionality within scope in scheduled office hour sessions.

Customer Responsibilities: Customer provides the required resources and information for continuous rollout support.

Manage

2.10 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 Plan**”, “**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 “**Meeting Minutes**”.

3 Location of Delivery

Services are delivered remotely (“Remote”) unless stated otherwise in the Order. If the order states on-site (“On-Site”) then delivery will be at Customer’s delivery address and each individual trip may last from one (1) up to three (3) consecutive days and is valid for one (1) Consultant. Both the location and duration can be changed if agreed in writing between Customer and Company prior to planned travel.

4 Out of Scope

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

- Infrastructure configuration and setup of NeoLoad Web platform on prem.
- Any activities for NeoLoad software install and deployment
- Migration or import of any existing test data.
- Full Integration NeoLoad with other application. (Execution of full integration implementation)
- Full migration of exiting performance test setup.
- Any non-NeoLoad or software QA related work.
- Product enhancements

5 Pricing and Invoicing

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

- A minimum effort of 8 PH is charged for each day of a Consultant On-Site
- Time is booked and invoiced in 1/2 hour increments.
- Time is booked and invoiced for a minimum of the scheduled time in PH or when the scheduled work is completed

Travel Expenses. Service Package Fee is exclusive of any expenses. All expenses incurred by an On-Site engagement are charged on actuals unless otherwise stated in the Order.

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.

6 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.

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.