

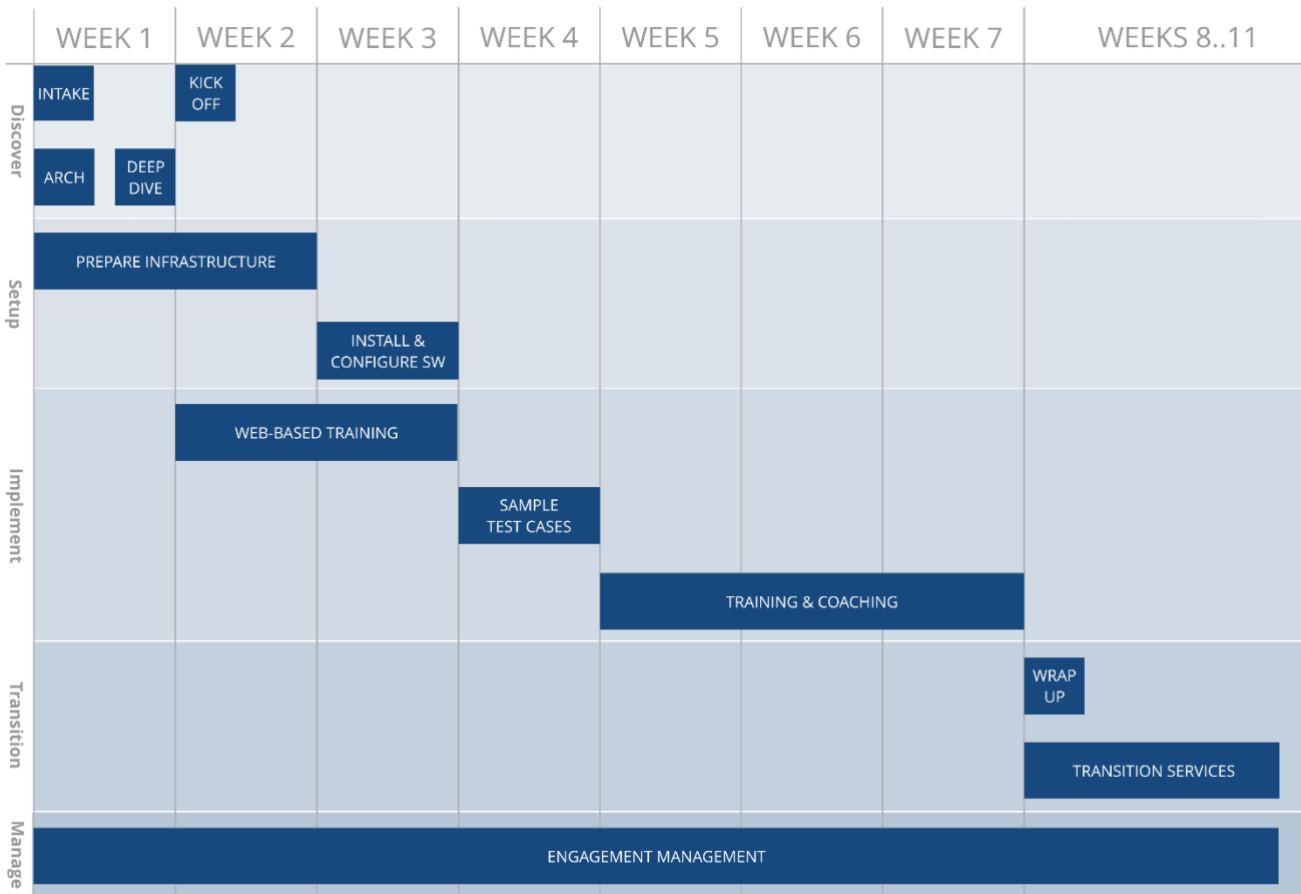
TOSCA FOUNDATION SERVICES PACKAGE

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 implementation support for Tosca consisting of core enablement of up to ten (10) Users in one (1) location to use Tosca with one (1) system under test.

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



Delivery Scope. The following work packages are used to structure service delivery ("**Delivery Scope**"):

| Phase | Planned Services | Planned Material | Est. Effort PH |
|----------------------------------------|--------------------------------------|----------------------------------------------------|----------------|
| Discover | Engagement Intake | Meeting Notes | 1 |
| | System Architecture Review | Meeting Notes | 1 |
| | Application Deep Dive | Deep Dive Minutes | 2 |
| | Engagement Kick-Off | Kick-Off Presentation | 2 |
| Setup | Install and Configure Software | Tosca Setup and Configuration document | 8 |
| | Distributed Execution Implementation | Distributed Execution Implementation documentation | 8 |
| Implement | Project Transformation | Tosca Operating Model document | 6 |
| | | Test Strategy document | |
| | Sample Test Case Automation | Tosca Sample Test Cases | 30 |
| | Web-based Training | Certificates for Customer team | - |
| | Training | Meeting Notes | 32 |
| | Coaching | Coaching Sessions documentation | 60 |
| Unattended Execution Strategy document | | | |
| Transition | Engagement Wrap-Up | Wrap-Up Presentation | 2 |
| | Transition Services | Meeting Notes | 32 |
| Manage | Engagement Management | Engagement Plan | 16 |
| | | Status Reports | |
| Total | | | 200 |

2 Service Descriptions

Discover

2.1 Engagement Intake

Company Responsibilities: The Consultant prepares and conducts a remote meeting with Customer to present the Scope of Services and review the initial engagement dependencies.

Customer Responsibilities: Customer "**Engagement Manager**" participates in meeting.

2.2 System Architecture Review

Company Responsibilities: The Consultant prepares and conducts a remote meeting with Customer to review Company system and network architecture requirements. The Consultant distributes the system architecture requirements and meeting notes.

Customer Responsibilities: Customer Engagement Manager, "**System Administrators**" and "**Subject Matter Experts**" participates in the meeting.

2.3 Application Deep Dive

Company Responsibilities: Over the course of the "**Application Deep Dive**" workshop, the Consultant determines requirements for Tosca "**Customizations**". 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. The Customer ensures participation of required participants in the workshop.

The customer will publish system and application architecture for system under test.

2.4 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 working procedures. 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.

Setup

2.5 Install and Configure Tosca

Company Responsibilities: The Consultant supports the Customer to prepare the hardware and software during setup and installation of Tosca software.

The Consultant assists the Customer team in configuring the necessary databases, installing and configuring the necessary licensing components, and installing Tosca software on the Customer Systems as well as establishing the connection to the common repository database.

The Consultant supports the configuration and setup of the common repository, advises the Customer on best practices, and assists the Customer by introducing governance and policies to effectively deploy and manage a multi-user Tosca environment.

The Consultant creates and distributes the “**Setup and Configuration**” document.

Customer Responsibilities: The Customer provides required resources (Customer Systems, specialists, network access, etc.) to enable the setup and installation. The Customer provides licenses for 3rd party tools required during delivery of the Services (such as MS Office or MS Visual Studio or others). The required Customer team members participate in meetings.

The Customer provisions, installs, and configures all infrastructure, networks, security systems, and operating systems.

2.6 Distributed Execution Implementation

Company Responsibilities: The Consultant supports the Customer team to set up and install the necessary DEX elements in the environment. This includes:

- **Setup Execution Agents.** The Consultant assists in the setup and configuration of up to five (5) Execution Agents
- **Implement Distributed Execution and Coaching.** The Consultant verifies the connection between the server and the agents is functioning properly and that execution is possible on the agents.

The Consultant provides the “**Distributed Execution Implementation**” document.

Customer Responsibilities: The Customer will provision, install, and configure of all infrastructure, networks, security systems, and operating systems as per the requirements of DEX and Customer requirements.

Implement

2.7 Tosca Operating Model

Company Responsibilities: The Consultant distributes the “**Tosca Operating Model**” and schedules training sessions to review the system architecture, Tosca administration, workspace administration, Tosca processes and resources, and project selection.

Customer Responsibilities: Tosca Administrators and QA managers and leads participate in the “**Operating Model and Admin Training**” workshops.

2.8 Test Strategy

Company Responsibilities: The Consultant reviews the Test Cases provided by the Customer and assists the Customer in adjustments necessary to prepare (manual) Test Cases for automation. The Consultant defines Test Cases with appropriate inputs and verifications to be used during Implementation. This may include the creation of a basic requirements structure and related test sheet(s) to support the effort. This process includes assessing suitable Test Case candidates for automation, reducing unnecessary dependencies between Test Cases, and breaking Test Cases into smaller entities.

Additionally, the Consultant and the Customer decide on special topics to be covered during Training/Coaching. These topics are within the scope of the implementation and pertinent to the Customer’s specific application and environments. The Consultant creates and distributes the “**Test Strategy**” document and the Special Topics to be covered during Training/Coaching.

Customer Responsibilities: The Customer provides information and documentation of previously defined (manual) Test Cases. The Customer ensures participation of required Customer team members during meetings and workshops. Additionally, the customer provides test data to execute the scenarios as well as test users with required permissions in the system under test.

2.9 Customizations

Company Responsibilities: 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. The Consultant provides the necessary files and coach the Users on how to use possible Customizations.

If Customizations are required, the PH required will be deducted from the PH allocated for “**Transition Services**”.

Customer Responsibilities: The Customer provides remote access to a development environment which meets the requirements defined by the Consultant.

2.10 Sample Test Case Automation

Company Responsibilities: The Consultant automates Test Cases and/or Test Case templates as provided by Customer. The Test Cases are built based on best practices including naming conventions, folder structures and reusability.

Customer Responsibilities: The Customer provides access to the required infrastructure and/or tools to enable the Consultant in Test Case automation. The Customer provides a subject matter expert in the system under test to support the Consultant (for example to update test data or user permissions).

The Customer will document test cases and test data.

2.11 Web-based Training

Company Responsibilities: Activate online, self-paced training (Automation Specialist 1, Automation Specialist 2) for up to 10 Users.

Customer Responsibilities: Provide a list of names and email addresses of Users to be activated for the trainings. Consume the training and pass the certification exam (each participant is limited to two certification exam attempts; certification is a prerequisite to start User Coaching). Given the exams are successfully passed, the Users receive Automation Specialist 1 & 2 Certificates.

2.12 Training

Company Responsibilities: The Consultant presents fundamentals, advanced topics, administration, “**Operating Model**”, best practices and “**Test Strategy**”. The aim is to enable Users to create efficient Tosca repositories and to develop their automation skills.

Customer Responsibilities: Participants complete web-based Training. For onsite coaching, Customer provides a training facility (classroom, projector etc.) as well as access to the facility for the Consultant.

2.13 Coaching

Company Responsibilities: The Consultant leverages real world examples as knowledge transfer by working jointly on Test Cases targeting the application in scope. The Consultant schedules coaching sessions with emphasis on special topics identified during Test Strategy. The Consultant creates and distributes the documentation of Coaching Sessions.

Customer Responsibilities: Participants complete Training. Customer provides questions, Test Cases and Users for the coaching sessions. For onsite coaching, Customer provides a training facility (classroom, projector etc.) as well as access to the facility for the Consultant.

Transition

2.14 Engagement Wrap-Up

Company Responsibilities: The Consultant reviews the engagement, documenting issues, risks and recommendations for next steps. The Consultant creates and distributes the Engagement Wrap-Up document.

Customer Responsibilities: Customer participates in the Engagement Wrap-Up workshop.

2.15 Transition Services

Engagement hours not consumed through the planned services may be consumed through Transition Services. Transition Services provide continued Services to the Customer for ad-hoc Services requested by the Customer. Services may include those listed in Service Description or scheduled office hours.

Manage

2.16 Engagement Management

Up to 10% of the overall contracted PDs 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 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**") 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.

4 Out of Scope

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

- Development by Company of automated installation or configuration scripts of Tosca software.
- Any non-Tosca Test suite 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 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.

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.

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.