

NeoLoad Web On-Premise Implementation SERVICE PACKAGE

These additional terms shall apply to 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 Master Agreement referred to in the Order (together "the Agreement").

1 Service Package Overview

Objectives and Targets. The On-Premise Implementation Service Package provides ongoing installation services for the Tricentis NeoLoad Web application that is to be installed within the Customer Testing System ("Initial Installation") and for subsequent Updates for future versions of the licensed product for the Term and in accordance with the provisions of the Agreement respectively the underlying license agreement or maintenance agreement (if separate) and the applicable Support Plan.

The Service Package consist of Initial Installation, and installation of future Updates, delivered In conjunction with software Updates of the NeoLoad Web application.

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

Services Length	Tricentis Product	Services
Term of Agreement per Year	NeoLoad Web Platform	Installation Services for up to 4 Installations or Updates per agreement year for 1 lower Customer Testing System and 1 Production Customer Testing System

Phase	Planned Services	Planned Material
Discover	Engagement Kick-Off	Meeting Notes
	System Architecture Review	System Architecture Requirements
	Customer Testing System Management	Meeting Notes
Setup	Schedule Deployment Updates	Meeting Notes
	Publish Release Notes	Release Notes
	Install or Update NeoLoad Web	Setup and Configuration document
Manage	Engagement Management	Deployment Plan
		Meeting Notes

2 Service Descriptions

Discover

2.1 Engagement Kickoff

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 “**System Architecture Requirements**”. The Consultant distributes the System Architecture Requirements.

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

2.3 Customer Testing System Management

Services are limited to two Customer Testing System Environments, one lower Customer Testing System, such as Development (DEV) or User Acceptance Testing Test (UAT), and one Production (PROD) Customer Testing System.

Company Responsibilities: The Consultant will provide infrastructure requirements for each Customer Testing System based on current software specifications. The Consultant will support initial deployment and subsequent Updates for these two Customer Testing Systems.

Customer Responsibilities: Customer will identify one lower Customer Testing System and one Production Customer Testing System. Customer will publish system configuration and system network architecture for both Customer Testing System.

Setup

2.4 Schedule Deployment/Update

Company Responsibilities: The Consultant will coordinate with Customer resources to schedule the deployment or update activities and will make best effort to plan a maintenance window that avoids impactful downtime. In the event of a delay in product Update, unforeseen circumstances, or technical difficulty, the activity will be rescheduled under the same guidelines.

Customer Responsibilities: Communicate and coordinate with the required Customer team members to participate in Deployment / Update. Provide a minimum of five (5) business days’ notice to reschedule Deployment / Update.

2.5 Publish Release Notes

Company Responsibilities: The Consultant will provide the product “**Release Notes**” in advance of the scheduled deployment or update activities and will communicate in advance any infrastructure related changes required for the Update.

Customer Responsibilities: The Customer provisions, installs, and configures all infrastructure, networks, security systems, operating systems, and third-party software to satisfy the **Release Notes**.

2.6 Install or Update NeoLoad Web

Company Responsibilities: The Consultant hosts workshops to guide and coach the Customer team in installing and configuring the necessary Company software on the Customer Testing Systems.

Each installation and update installation is capped with a maximum of 24 hours by the Consultant. A request for additional coaching beyond this timeframe will require a written and signed “**Custom Services Order**”.

The Consultant hosts workshops to advise the Customer on best practices and assists the Customer by introducing governance and policies to effectively deploy and manage the Company software.

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

Customer Responsibilities: The Customer provides required resources (Customer Testing 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, operating systems and third-party software to satisfy the **System Architecture Requirements**.

Manage

2.7 Engagement Management

Company Responsibilities: Company will assign a Consultant as a first point of contact for the Customer for infrastructure or deployment related issues, scheduling meetings, and publish **“Deployment Plan”** and **“Meeting Minutes”**

Customer Responsibilities: The required Customer team members participate in meetings.

3 Location of Delivery

Services are delivered remotely (“Remote”).

Consultant working hours are Monday through Friday, 9am to 6pm EST for AMS, CET for EMEA, AEST for ASIAPAC, and IST for India.

4 Out of Scope

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

- Product enhancements
- Software engineering or development changes to the Software itself (i.e. software development activities normally handled by Provider Software Engineering Team)
- High availability deployments
- High security deployments

5 Term and Invoicing

Term. The Service is delivered over the term specified in the Agreement respectively the maintenance agreement (if separate). Any termination or expiration of the underlying Agreement, license agreement or maintenance agreement (if separate) automatically terminates this Service Package.

Renewal Term. This Service Package automatically renews according to the terms of the Order, with every renewal or for the Term of the Agreement governing the grant of licenses or maintenance of the Product that the Service Package is ordered with. The Service Package expires automatically in case of a termination of the Agreement, independent of the termination cause.

Invoicing. Invoicing for Services occurs as per the provisions of the Order.

Service Package Consumption. The Service Package Fee is pre-discounted and may only be consumed entirely. The Service Package is capped with the Services and Fees as indicated in the Order and may not be exceeded.

Changes to Service Package. Subject to the Agreement, the Company reserves the right, at its discretion, to change this Service Package at any time based on prevailing market practices and the evolution of the Company's Software Products.

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 and Updates 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 and Updates.

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 Testing 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.

Live Remote Assistance: Customer will provide access to the Customer Testing Systems via scheduled remote conference sessions with desktop sharing for all implementation and deployment activities.