

# TRICENTIS PROFESSIONAL SERVICES TERMS

These Tricentis Professional Services Terms (these “**Professional Services Terms**”) apply to Professional Services provided by Tricentis, supplement the Tricentis General Terms of Use or written agreement between Tricentis and a Customer and supersede any conflicting terms for Professional Services. Capitalized terms used in these Professional Services Terms have the meaning defined in context or in the Tricentis General Terms of Use.

## 1. SCOPE OF PROFESSIONAL SERVICES; DELIVERY

**1.1 Service Descriptions.** The scope of Professional Services and related deliverables (“**Deliverables**”) are described in the service descriptions for standard professional services packages provided by Tricentis and referenced in the Order (“**Service Package Description**”) or the mutually agreed service description for custom consulting services included in the Order (“**Consulting Service Description**”). The Service Package Description and Consulting Service Description are collectively referred to as “**Service Descriptions**” in these Professional Services Terms.

**1.2 Professional Services Delivery.** At its sole discretion, Tricentis may use its own employees or contractors or employees or contractors of its Affiliates or third-party subcontractors to deliver the Professional Services (each individually a “**Consultant**” or collectively “**Consultants**”). Tricentis may replace Consultants in its sole discretion. Tricentis remains responsible to Customer for delivery of the Professional Services and the activities of the Consultants.

**1.3 Out-of-Scope Professional Services.** Any services not specifically described in the applicable Service Description are out of scope. Specifically, the following items are out of scope for all Professional Services: (1) development by Tricentis or Consultant of automated installation or configuration scripts; (2) any non-Tricentis test suite or software QA related work; (3) Product customization or enhancements; (4) Documentation customization or enhancements; and (5) creating, managing, and escalating Tricentis support services.

## 2. FEES AND PAYMENT

**2.1 Service Fees.** The fees for the Professional Services are set out in the Order (the “**Service Fees**”). The Service Fees exclude license fees, expenses and out-of-scope services. In addition, Tricentis has developed the Service Fees based on the assumptions described in Section 3. Any changes to scope, timing, or any failure of the assumptions described in Section 3 may require an Order amendment and adjustment to Service Fees to complete the Professional Services.

**2.2 License Fees.** License fees are charged separately from the Professional Services. Customer must license the applicable Product prior to, or concurrent with, the start of Professional Services.

**2.3 Expenses.** Any expenses incurred by Consultant are charged on an actual basis unless otherwise stated in the Order.

**2.4 Professional Services Invoicing.** Service Fees will be invoiced and due as described in the Order. If any additional Service Fees are required as a result of an Order amendment, the additional Service Fees will be invoiced and due as described in the Order amendment.

**2.5 Time & Materials Engagements.** The Service Fees for time and material engagements are estimates only and billing will be based on actual hours performed at the rates specified in the Consulting Service Description. For time and materials engagements, the following invoicing rules shall apply: (1) one person-day (“**PD**”) equals 8 person hours (“**PH**”) working time; (2) time is booked and invoiced in 1/2 PH increments; (3) a minimum of 8 PH are booked and invoiced for each day of a Consultant on-site engagement; (4) remote meeting time is booked and invoiced at the greater of the scheduled or actual meeting time in PH; and (5) Consultant time for meeting preparation, client emails and client calls are booked and invoiced at actual time spent in PH.

## 3. ASSUMPTIONS

**3.1 Customer Responsibilities and Required Infrastructure.** The successful completion of the Professional Services requires Customer’s cooperation. Customer will fulfill the Customer responsibilities described in the applicable Service Description and provide all information, data, documentation, equipment, and other resources as may be reasonably requested by Consultant to enable Consultant to meet its responsibilities. Customer is responsible for system, network, and security infrastructure provisioning, configuration, and troubleshooting, and providing sufficient and timely access for Consultant to the Customer Systems and personnel during normal business hours.

- 3.2 Workshop Size.** Any workshop is limited to the specified number of Users for the applicable Service Description to sustain a manageable Consultant-to-participant ratio.
  - 3.3 Engagement Management.** Consultant will appoint an “**Engagement Manager**” as a single point of contact for Customer for scoping, scheduling, progress, status, and consumption. Engagement Manager creates and updates resource plans (budget, staffing) as well as timelines.
  - 3.4 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 and to identify, communicate and manage Customer’s processes, standards, and policies that impact the project and project timelines.
  - 3.5 Remote Access.** The Customer will provide remote access to Customer Systems for Consultant or alternative means of access acceptable to Consultant at Consultant’s sole discretion.
  - 3.6 Failure to Perform.** Tricentis and Consultant will be excused for a failure or delay in performance of obligations to the extent that non-performance is caused by act or omission of the Customer, so long as Tricentis or Consultant promptly provides written notice to the Customer of any expected failure or delay and uses all reasonable efforts to avoid and minimize the impact of any such failure or delay.
  - 3.7 Location.** Professional Services will be delivered remotely unless otherwise stated in the Order.
  - 3.8 On-Site Engagement Travel.** Travel arrangements must be finalized 2 weeks before each on-site engagement.
  - 3.9 Working Hours.** Consultant working hours are 9am to 6pm EST for AMS, CET for EMEA, AEST for ASIAPAC, and IST for India unless otherwise agreed in writing by Customer and Consultant.
- 4. SERVICE DEPLOYMENT, COMPLETION AND ACCEPTANCE**
- 4.1 Service Deployment Term.** Customer must deploy the Professional Services during the service deployment term specified on the Order (the “**Service Deployment Term**”). Any Professional Services not deployed by the end of the Service Deployment Term will be forfeited without a refund.
  - 4.2 Service Completion.** The Professional Services are completed upon the first of the following to occur: (1) all Deliverables included in the Service Description are delivered by Consultant; (2) the end of the Service Deployment Term; or (3) for time and material engagements, the Consultant has performed the estimated hours.
  - 4.3 Customer Acceptance.** All Deliverables will be deemed accepted by Customer upon delivery, unless Customer provides written notice to Consultant within five (5) days of delivery specifically identifying the manner in which the Deliverables fail to materially comply with the applicable Service Description (in which case Consultant will have the right to correct the Deliverables as it deems appropriate to satisfy the specifications and deliver corrected Deliverables to Customer).
  - 4.4 Delivery Reschedule.** If Customer does not meet the Customer responsibilities described in the applicable Service Description and the failure results in a change to the agreed delivery dates, it will be considered a “**Delivery Reschedule**”. Tricentis will accept a Delivery Reschedule at no additional cost if Customer provides a minimum of 5 business days’ notice prior to the scheduled delivery date for the applicable Professional Services. If less than 5 business days’ prior notice is given or the Delivery Reschedule is due to Customer’s failure to meet its responsibilities, Tricentis may charge Customer for the initial planned time and expenses or the additional time needed to complete the Professional Services.