

SERVICE PACKAGE

LIVECOMPARE STARTER PACKAGE

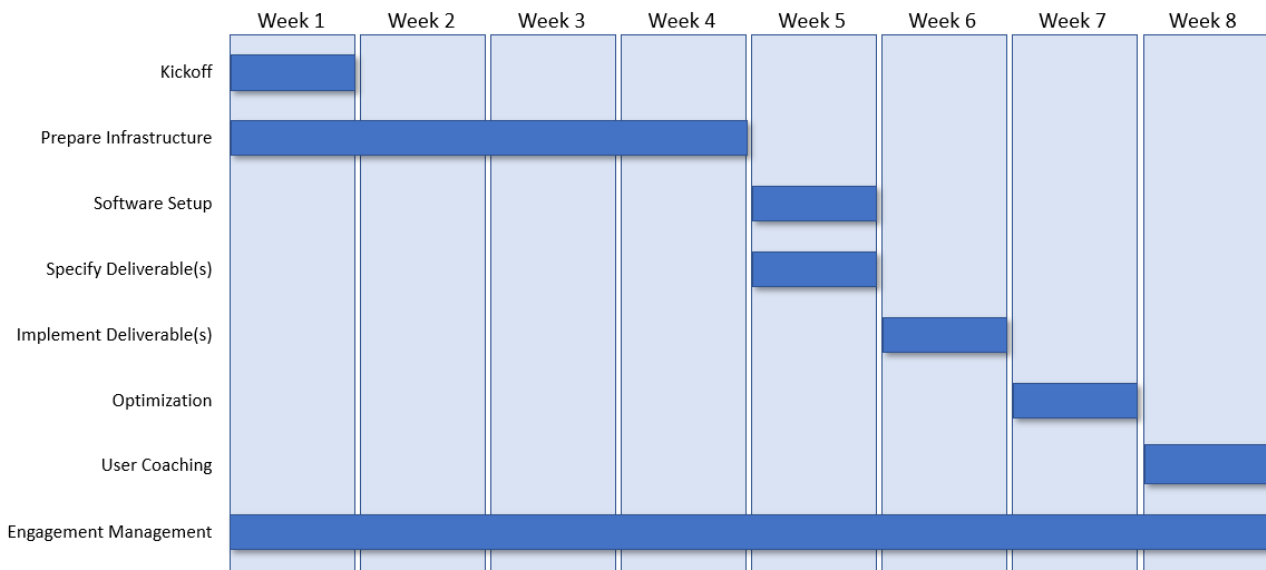
These additional terms shall apply to packaged offerings of Services provided to Customer ("**Service Package**"), as ordered by Customer in the Order and subject to the General Terms and Conditions or the relevant Agreement referred to in the Order.

1 Service Package Overview

Objectives and Targets. This Service Package provides basic implementation support for LiveCompare consisting of nine (9) Person Days ("PDs") delivered across eight (8) weeks

Location of Delivery. Package Services are delivered remotely at Provider locations ("**Remote**").

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



Week 1 is for Kick-Off. Weeks 1 through 4 are scheduled for Customer to prepare the required infrastructure for the setup of LiveCompare. Changes to the Delivery Schedule are managed as part of Engagement Management.

Engagement Management (E.M.). Engagement Management ensures delivery is in scope, in budget and in time. Eventual changes are appropriately managed, and status and results of the engagement are communicated to the engagement team and stakeholders.

Delivery Team. Provider appoints personnel to deliver Package Services to Customer ("**Consultants**"). Consultants deliver Services. The assigned Consultants are responsible for understanding the customer's requirements, solving complex problems by breaking them down into smaller units, guiding the configuration of the LiveCompare tool, providing education on the tool and managing the execution and delivery of Package Services.

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

Work Package	Effort	Example Deliverables
Kickoff	1 PD	Kick-Off presentation containing agreements on scope, engagement team and schedule
Software Setup	1 PD	Documentation of configuration, user creation and RFC creation
Specify Deliverables	1 PD	Meeting minutes of workshop discussing LiveCompare's Impact App enablement into Customer's Software Development Lifecycle (SDLC)
Implement Deliverables	1 PD	Impact App execution and result review report
Optimization	1 PD	Enhancement requirements and optimized result review report
User Coaching	2PD	Documentation of Coaching Sessions
Engagement Management	2 PD	Schedule, progress report, meeting minutes and presentations

2 Service Package Description

2.1 Kick-Off

Provider Responsibilities: Schedule, prepare and conduct one (1) Kick-Off meeting with Customer (up to 2 hours) to present the Delivery Scope, the Delivery Schedule, the engagement team, the working procedures, the first Task List and the LiveCompare setup requirements. Create, update and distribute *Kick-Off presentation*.

Customer Responsibilities: Ensure required personnel participates in the Kick-Off meeting. Provide input to create and update the Kick-Off presentation.

2.2 Software Setup

Provider Responsibilities: Support Customer in up to two (2) workshops (up to 2 hours each) to prepare the infrastructure and to perform the setup of: One (1) LiveCompare Server and the required licensing components in the Customer environment.

Advise Customer in one (1) workshop (up to 1 hour) on best practices on governance and policies to deploy and manage a multi-user LiveCompare environment. Initial configuration may include:

- Setup of user management policies in LiveCompare, including the creation of users
- Setup of RFC Destinations
- Development of a sustainable project structure within LiveCompare that supports organizational growth
- Collection and scheduling of Performance History Data (PHD)
- Execution of Create Object Links Cache (COLC)
- Download IMG Structure for RFCs
- Collection and scheduling of the Daily Usage Audit
- Assist integration with Test Repository
- Assist integration with other tools customer is using
- Creation of governance practices and a foundation for proper LiveCompare App promotion within the LiveCompare landscape

Software Setup is planned with a maximum total effort of one (1) PD.

Customer Responsibilities: Provide access to and availability of the required infrastructure and/or tools to enable LiveCompare Application execution to Consultant. Ensure required personnel participates in workshops. Provide required resources (systems, subject matter experts, network access, BASIS personnel, etc.) to enable the setup of LiveCompare. Ensure LiveCompare Transports and Authorizations are sent and setup by the BASIS team in respective RFC Destinations.

2.3 Specify Deliverables

Provider Responsibilities: LiveCompare's Impact app will be used as an initial usage candidate. Support Customer in identifying participants for up to two (2) Process and Application Deep Dive Meetings (up to 2 hours each). Determine requirements for sustainable execution, test data, user accounts and systems.

Review the customer's Software Development Life Cycle (SDLC) and the Impact application to define potential areas to interweave LiveCompare results into the SDLC. This may include the creation of a high-level process flow document to act as a guide.

Customer Responsibilities: Provide access to and availability of the required infrastructure and/or tools to enable LiveCompare Application execution to Consultant. Ensure required personnel participates in workshops. Provide test data to execute the selected application as well as test users with required permissions in various systems (RFC Destinations).

2.4 Implement Deliverables

Provider Responsibilities: Enhance/Augment LiveCompare's Impact app as defined in Specify Deliverables in the Customer's LiveCompare system for demonstration and review.

Customer Responsibilities: Provide access to and availability of the required infrastructure and/or tools to enable LiveCompare Application customization to Consultant. Provide a subject matter expert for the system to support implementation. If Customizations were previously identified: Provide remote access to a LiveCompare environment which meets the requirements previously defined. Ensure required appropriate personnel is available to review the output of the enhanced application.

2.5 Optimization

Provider Responsibilities: Provide live examples with Customer's data of the Impact application for review and prepare materials to assist in coaching users.

Customer Responsibilities: Ensure required appropriate personnel is available to review the output of the enhanced application.

2.6 User Coaching

Provider Responsibilities: Schedule and conduct one (1) coaching session (up to 4 hours) with Users to introduce LiveCompare and Use/Best Practices. Schedule, prepare and conduct one (1) coaching session (up to 4 hours) with Users to demonstrate how to execute Impact and process its results. Schedule and conduct one (1) coaching session (up to 4 hours) with Admins to demonstrate how to perform various administrative tasks (for example how to create users, RFC's, Schedule PHD and navigate LiveCompare's Configuration settings). Create, update and distribute *Documentation of Coaching Sessions*.

Customer Responsibilities: Ensure required personnel participates in coaching sessions. Provide a training facility (classroom, projector, etc.) as well as access to remote hosting capabilities for the Consultant. Provide access to and availability of the required infrastructure and/or tools to enable User Coaching.

2.7 Engagement Management

Provider Responsibilities: Schedule, prepare and conduct up to four (4) touch point meetings with Customer (up to 1 hour each) to discuss the status of existing tasks and upcoming tasks. Schedule, prepare and conduct one (1) wrap-up meeting (up to 4 hours) to discuss results of the engagement and recommendations for next steps. Create, update and distribute the Task List and the Delivery Wrap-Up Presentation.

Customer Responsibilities: Ensure required personnel participates in meetings. Provide input to create and update the Task List and the Delivery Wrap-Up Presentation.

3 Pricing and Invoicing

Person Hours and Days. One person-day ("PD") equals 8 person hours ("PH") working time. A minimum of 8 PH is charged for each day of a Consultant On-Site and a minimum of 1 PH is charged for each Remote session.

Invoicing. Invoicing for Services occurs one-month ex-post and Provider shall, based on Provider's time recording, invoice Customer for a prorated number of PHs.

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. Customer may schedule and consume remaining PDs within 3 months after the final invoice has been issued.

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 if the contracted number of PDs is exhausted or the deliverables as per the Agreement are delivered. Deliverables are defined as delivered as soon as there is written approval or if there is no written objection within one (1) week after the deliverable was made available to Customer. Modifications to the contracted number of PDs or deliverables require mutual agreement in form of a Change Order.

Travel Expenses. Service Package Fee includes any expenses occurring within the limits (number and duration of trips, number of Consultants) specified in the Service Package Overview.

4 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 Provider to enable Provider to meet its obligations under this Agreement.

Delivery Pause. Customer not meeting its responsibilities, forcing Consultants to stop delivery is considered a “**Delivery Pause**”. In such an event, Provider keeps the Consultants engaged until the end of the week the change took effect. Customer has a period of one (1) week to complete the requested duties for immediate resumption; if Customer does not comply, regular Lead Time applies for continuation of Services. Any expenses caused by a Delivery Pause are invoiced to Customer.

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 Service Package to Customer is provided with the required Software licenses.

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

Lead Time. Provider starts delivery of the Package Services no later than 6 weeks after Customer’s signing of this Agreement. The Delivery Schedule is used as a basis to plan and mutually agree on assignments. Travel arrangements must be finalized 2 weeks before the On-Site assignment starts.

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

Travel Arrival and Departure. Consultants travel between Mondays and Thursdays. Arrival and Departure Times are communicated to Customer in advance. Consultants may arrive anytime until 10:30am local time on the arrival day and may depart any time after 2:30pm local time on the departure day.