

# SERVICE LEVEL AGREEMENT

The Service Level Agreement (“SLA”) describes the current practices of Company with regard to its provision of Support to customers that have entered into an agreement for the software Tricentis Tosca (“**Tosca**”) and/or for the platform service Tricentis qTest (“**qTest**”) and/or for the software Tricentis RPA (“**RPA**”) and/or for the software Tricentis LiveCompare. In this Service Level Agreement, Tricentis Tosca, qTest, RPA, LiveCompare will be referred to as “**Tricentis Products**” if the described terms are applicable for all products. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the agreement between Customer and Company.

## 1. Support Overview of Tricentis Products

Features	Platinum Support Plan	Gold Support Plan
Unlimited Incident Initiation	✓	✓
Unlimited Support Portal User Count	✓	✓
Email Support	✓	✓
Live Chat Support	✓*	✓*
Telephone Support	✓*	✓*
Live Remote Assistance “on demand”	✓	✓
Live Remote Assistance “ad hoc”	✓	
Controlled Release Access	✓*	
Customer Dedicated Support Representative	✓	
Unlimited Free Online Training Courses	✓	

\*Not applicable for Tricentis qTest and LiveCompare.

- (i) “**Controlled Release Access**” means Customer being granted access to alpha/beta versions of Tosca (including integrations and addins), as they become available. Such access enables Customer to test new releases of Tosca upfront. These versions will be explicitly marked as alpha/beta versions and as such are not covered by the Support Plan.
- (ii) “**Customer Dedicated Support Representative**” means Company will assign a specific and adequately skilled support representative that shall serve as primary point of contact for all support-related customer requests. The Customer Dedicated Support Representative will coordinate all account-related processes.
- (iii) “**Incident Initiation**” means the number of support incidents that Customer may initiate or create per calendar year.
- (iv) “**Live Remote Assistance**” means scheduled remote assistance, when requested by Customer, in order to expedite fault, issue, and/or error analysis and synopsis.
- (v) “**Support Portal User Count**” means the number of Support Portal users that may register with the underlying Customer account.
- (vi) “**Unlimited Free Online Training Courses**” means Customer’s employees may unlimitedly certify and recertify themselves with self-paced online training courses (<http://www.tricentis.com/academy/courses/>).

During the term of the agreement and subject to Customer's payment of the applicable fee for Tricentis Products, including, without limitation, any support and maintenance fees, Company shall update Tricentis Products with any and all Updates if, and when available.

**"Update"** means an error correction, a workaround, or other maintenance updates of Tricentis Products that Company makes generally available to its customers who have purchased support, without extra charge.

In case of a new version release of each Tricentis Product, Customer will be notified proactively via the Support Portal. Customer is entitled to download new releases upon their availability during the term of an active maintenance agreement. Company may change its release schedule, change, discontinue or add service offerings from time to time at its own discretion and will notify Customer via the Support Portal. Product Lifecycles for each individual Tricentis Product are available at <https://www.tricentis.com/legal-information/contracts/>.

## 2. Notification and Prioritization Process; Communication

A support representative of the Company will be responsible for coordinating with Customer. All faults regarding Tricentis Products shall be logged by Customer via the Support Portal in a clear and traceable manner. The Support Portal for Tricentis Tosca is located at <https://support.tricentis.com/community/contact.do>. The Support Portal for Tricentis qTest is located at <https://support.qasymphony.com>. Company will examine the reported incident and prepare an initial synopsis within the timeframe set forth below. If the fault can be fixed within the initial synopsis, the support incident will be closed. Otherwise, the incident will be escalated to the development team, or the next relevant level.

In order for Company to respond to Customer's reports of difficulties or problems with Tricentis Products and to assist in diagnosis of faults, Customer must provide adequate information and documentation to enable Company to recreate the problem. Company, following commercially reasonable efforts and failure to recreate the problem, may notify Customer that the problem could not be recreated, located or identified, if such is the case.

- (i) **"Critical Priority"** means the majority or a critical function of Tricentis Products is inoperable. The problem cannot be circumvented.
- (ii) **"High Priority"** means it is difficult to use Tricentis Products, although the Product still works despite the difficulties. There is a workaround for the problem.
- (iii) **"Moderate Priority"** means the use of Tricentis Products is impaired, but not seriously. These are annoying and/or irritating errors.
- (iv) **"Review/Synopsis"** means a brief summary of the major issues of an incident, an abridgment or condensation of a work. A synopsis holds either a final workaround or solution if available at that time, or detailed information when and what solution will be available for the respective incident.

Customer may report a fault and give it the classification **"Moderate"** or **"High Priority."** If Customer classifies the incident as **"Critical"**, Customer must send this report directly to Company's Head of Support, who can be contacted at [priority@tricentis.com](mailto:priority@tricentis.com). An incident can only be classified as **"Critical"** if both the Company's Head of Support and Customer classify the incident as **"Critical"** by mutual consent within one business day of notification to Company' Head of Support. If an agreement on classification cannot be reached within one business day, the issue will be escalated to appropriate Company management.

### 3. Response Times

Based on Customer's classification of the incident, Company shall use commercially reasonable efforts to respond to Customer in the response time shown below and provide an initial synopsis of the incident within the following timescales:

Call Priority	Platinum Support Plan		Gold Support Plan	
	Response Time	Review Time	Response Time	Review Time
Critical	4 business hours	8 business hours	8 business hours	16 business hours
High	8 business hours	16 business hours	16 business hours	32 business hours
Moderate	12 business hours	24 business hours	24 business hours	48 business hours

### 4. Support Hours

Platinum Support Plan	Gold Support Plan
24/7	24/5

Details on support on bank holidays are available on the Support Portal at [support.tricentis.com/community/contact.do](https://support.tricentis.com/community/contact.do). In case of maintenance downtimes, Company will inform Customer 48 hours in advance.

### 5. Monthly Uptime Calculation for Platform Service

This section applies in addition to Customers, who have ordered Tricentis Products as a Platform Service.

The "**Monthly Uptime Percentage**" for Platform Services is calculated as follows: Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Tricentis Product subscription.

Monthly Uptime Percentage: 99.00 %, maintenance downtimes excluded

- (i) "**Downtime**" means the time in which the Platform Service is not capable of being accessed or used by the Customer, as monitored by Company.
- (ii) The following are not counted as Downtime for the purpose of calculating Monthly Uptime Percentage:
  - Platform Service unavailability caused by scheduled maintenance of the platform used to provide the applicable Platform Service (Company will endeavor to provide seven business days' advance notice of service-affecting scheduled maintenance); or
  - Platform Service unavailability caused by events outside of the direct control of Company or its subcontractor(s), including any force majeure event, the failure or unavailability of Customer's systems, the Internet, and the failure of any other technology or equipment used to connect to or access the Platform Service.

### 6. Obligation and Responsibilities

Support does not include the correction of, and Company will have no obligation with respect to, any errors, defects, or other problems caused by, or resulting from:

- (i) Customer's failure to implement any Update made available to Customer by Company at no charge for addressing such error;
- (ii) the Customer System or changes to it;
- (iii) any alterations or modifications of, or additions to, Tricentis Products made by parties other than Company or its agents;
- (iv) use of Tricentis Products in a manner for which it was not designed or use of Tricentis Products not in conformance with the Documentation;
- (v) due to factors outside our reasonable control (for instance, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at your site or between your site and our data center);
- (vi) Customer's unauthorized action or lack of action when required, or from Customer's employees, agents, contractors, or vendors, or anyone gaining access to our network by means of Customer's passwords or equipment, or otherwise resulting from Customer's failure to follow appropriate security practices.

## **7. Provision of Tricentis Products**

Company shall make a copy of respective Tricentis Products electronically available to Customer for download by providing Customer with access to a third-party platform license server infrastructure. Company may change, discontinue, or deprecate the provision of licenses via the platform license server.

The third-party provider Flexera® is solely responsible for the platform license infrastructure distributed for Tricentis Tosca. The Cloud Site Service Level agreement is available at [media.flexerasoftware.com/documents/Cloud-Service-Levels.pdf](https://media.flexerasoftware.com/documents/Cloud-Service-Levels.pdf).

The third-party provider Recurly® is solely responsible for the platform license infrastructure distributed for Tricentis qTest. The Cloud Site Service Level agreement is available at <https://recurly.com/legal/terms>.

## **8. Changes to SLA**

Subject to the agreement, Company reserves the right, at its discretion, to change this SLA at any time based on prevailing market practices and the evolution of Company's software products.