

Customer Success Package – Expert Services

The services described in this **Customer Success Package – Expert Services** (the “**Services**”) are provided by Black Duck® and/or its Affiliates (collectively, “**Black Duck**”) to Customer in accordance with the terms of this Package (this “**Services Package**”) and are subject to the terms and conditions of the purchasing agreement (“**Purchasing Agreement**”) pursuant to which this Services Package has been purchased by Customer, and such terms and conditions are incorporated herein by reference.

1 Overview

Black Duck will provide the number of hours of Services specified in the applicable Purchasing Agreement to assist existing customers with strategic planning and the adoption, integration, and optimization of Black Duck products (the “**Product**”) for use in their environment.

2 Scope of Services

The scope of Services is limited to the following:

- **Strategic Services**
 - Strategic Program Assessments
 - NIST Secure Software Development Framework (SSDF) Assessment
 - Build Security in Maturity Model (BSIMM)
 - Strategic Planning Assistance
 - Application Security Program Planning
 - DevSecOps Transformation Planning
 - AI SecOps Program Planning
 - Cyber Resiliency Act Conformance plan
- **Technical Services**
 - Expert Consulting
 - Repository management
 - Code review
 - Bug tracking
 - Source Code Management
 - API scripting
 - User Adoption and Best Practices
 - Security and developer adoption
 - Defect resolution workflows
 - Scanning best practices
 - Enhanced Product Knowledge
 - Coaching
 - Workshops
 - Tool Optimization

- Third-party product integration
 - Architecture and deployment assessments
 - On-premises maintenance
- Deployment Maintenance
 - Product administration
 - Upgrades and migrations
- **Project Management**
 - Project management to ensure Services are delivered on schedule, with good quality

Services may be provided remotely or onsite with hours consumed in the following manner:

- Each remote session will be scheduled in two (2) hour increments
- Each onsite session will be scheduled in eight (8) hour increments

2.1 Performance of Services

For each Service request, Black Duck will assess the requirements to determine the scope and level of effort required to complete the request. In conjunction with Customer, a mutually agreed-upon agenda will be acknowledged in writing before Services are rendered.

The total hours of Services stated are the accumulation of consulting time with the required minimum time to manage an activity to success.

2.2 Scope Management

The scope of the Technical Services is limited to the currently supported versions of the following Products:

Product
Black Duck® SCA
Black Duck® Binary Analysis
Black Duck® Coverity®
Black Duck® Defensics®
Black Duck® Seeker
Black Duck® Software Risk Manager™
Black Duck Polaris™ Platform
Black Duck® Code Sight™

The parties may desire to change the scope of Services performed during the duration of this Services Package. If during the duration of this Services Package, a party proposes a change in scope in writing to the other party, the Black Duck Services Manager will discuss potential changes with the Customer Account Manager to determine possible scope impact to the Services.

At Black Duck's discretion, Black Duck may accommodate any minor changes that the Customer may require during the performance of the Services. However, such changes must be minor and not affect the

schedule or scope of Services described in this Services Package. The scope of Services is non-modifiable and limited to the activities described within this Services Package.

3 Prerequisites and Dependencies

Entry Criteria – The following is a list of requirements and dependencies that the Customer must meet to enable Black Duck to perform the Services as described in this Services Package:

1. Provide a primary point of contact with a deep understanding of the requirements.
2. Verify that a valid license file for the Product has been received.
3. Identify the Project Team(s) that the Black Duck consultant will work with for the Services delivery.
4. Provide access to Infrastructure, Security, Database, and Network teams for assistance with any hardware or networking issues.
5. Remote access for Hands-On activities by Black Duck staff is available.
6. BSIMM assessments require an existing software security program and organizational governance.
7. Interview-based Services require all interviews to be completed within the first week of the engagement unless otherwise agreed upon.

In the event that Customer does not meet the prerequisites and dependencies described above, and to the extent that Black Duck is unable to perform the Services as a result of the Customer's failure to meet those prerequisites and dependencies, Black Duck will not be obligated to perform the affected Services.

4 Location of Performance of Services

Services will be delivered remotely unless otherwise agreed.

Onsite delivery is available at an additional cost and requires a signed agreement. Travel and expenses for the onsite delivery will be billed separately based on actual costs.

5 Purchasing Agreement

The parties shall mutually agree to the schedule for the performance of the Services, subject to the terms of the Purchasing Agreement and this Services Package. All Services described within this Services Package must be used within one year of the start date set forth in the Purchasing Agreement. Unused services are non-refundable and non-transferable. Performance of services is subject to scheduling and Customer availability. This Services Package covers the Expert Services material numbers, which range from 54789-0 thru 54804-0, 57114-0 thru 57117-0, and 57283-0 thru 57287-0, and will be indicated on the Purchasing Agreement.

End of Services Package