

Performance Assessment Package

The services described in the Performance Assessment Package (the "**Services**") are provided by Black Duck® and/or its Affiliates (collectively, "**BD**") to Customer in accordance with the terms of this Performance Assessment Package (this "**Services Package**") and are subject to the terms and conditions of the Purchasing Agreement and the End User License and Maintenance Agreement pursuant to which this Services Package has been purchased by Customer, or where no such agreement governing the Services to be provided is referenced therein, the most recent version of the End User License Agreement posted at <https://www.blackduck.com/company/legal/end-user-licenses.html> (collectively, the "**Agreement**"), and such terms and conditions are incorporated herein by reference. All capitalized terms that are not defined in this Services Package will have the meaning set forth in the Agreement.

1 Overview

The Black Duck Performance Assessment package is designed to support customers who have deployed our application security tool(s) but would like to have a BD deployment expert to run a thorough assessment of the existing deployment to BD software products (collectively, the "**Licensed Products**").

Customer will receive recommendations on actions or changes to the current deployment of the Licensed Product for use in Customer's environment. The package provides a structured and guided approach to implement a complete assessment for the BD deployment expert to make recommendations with deployment optimization, user adoption improvement, and best practices.

The assessment services defined in this Services Package will be delivered to one of the selected BD License Products, as mutually agreed.

1.1 Package Delivery Success Criteria

The following table outlines the criteria BD measures for the successful completion of the Performance Assessment package.

Item	Criteria
1	Business goals of the deployment were understood, and improvement targets were set and agreed.
2	Processes and workflows related to the Licensed Product reviewed and documented. The recommendations of changes align with BD practices and fulfillment of Customers' usage requirements.
3	Recommendations review session is hosted and the required actions to make changes according to the recommendations were reviewed and discussed with the customer.
4	Assessment report delivered that documents the business goals of the deployment, current deployment, recommendations of changes for improvement for the Licensed Product.

2 Approach

BD will assess the deployment of the Licensed Product with the Customer, understand the existing challenges, and provide recommendations to optimize the deployment or improve user adoption.

The process which BD follows consists of the following phases:

Figure 1: Phases



Requirements Collection – Gather customer requirements in alignment with business outcomes and understand challenges with current deployment.

Performance Assessment – Assessment of current infrastructure, configuration, workflow integration, and user adoption; document the assessment.

Recommendation – Review of workflow and software security/development best practices.

2.1 Requirements Collection

BD will gather information from Customer to gain an in-depth understanding of Customer's business requirements, use cases, and challenges. BD will review the current deployment environment to determine if the Licensed Product is configured and implemented following best practices. BD will also review the current workflows and processes that the Licensed Product has adopted to make recommendations for improvements.

2.2 Performance Assessment

BD will work with Customer's representative security team member to review the current deployment architecture, processes, and workflows and collect end-user feedback. Then, BD will make recommendations to optimize the current deployments and adoption. Through discussion and review of recommendations, BD assists Customer with identifying high-impact issues and prioritizing required changes. Through this process, BD will provide up to three (3) hours of working session(s) to:

- Help Customer understand current deployment status.
- Educate Customer on the high-impact issues that may affect the performance and adoption of the system.
- Recommend processes and workflows that can improve the performance and adoption of the system.

2.3 Recommendation

The Recommendation Phase aims to ensure Customer understands the current deployment and is ready to make recommended changes to improve the performance and adoption of the Licensed Product. BD will make available to Customer a report that will provide an assessment of the current deployment of the Licensed Product. As part of the assessment report, BD will provide an action plan summarizing the recommended activities and changes for Customer's continued adoption of the Licensed Product.

BD will review the assessment report with Customer for final sign-off and transition Customer to the BD Customer Success team.

3 Scope of Services

Performance Assessment Services will be provided to one of the selected BD products, the Licensed Products, as mutually agreed, targeting up to two (2) instances.

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

4 Prerequisites and Dependencies

Entry Criteria – The following is a list of requirements and dependencies that the Customer must meet to enable BD 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 Licensed Product has been received.
3. Verify that hardware meeting the minimum requirements (described in the BD product Installation Guide) has been secured.
4. Identify the Project Team(s) the BD consultant will work with for the service delivery.
5. Provide access to Infrastructure, Security, Database, and Network teams to assist with any hardware or networking issues.
6. Remote access for Hands-On activities by BD staff is available.

If Customer does not meet the prerequisites and dependencies described above, and to the extent that BD is unable to perform the Services because of Customer's failure to meet those prerequisites and dependencies, BD will not be obligated to perform the affected Services.

5 Location of Performance of Services

Services will be delivered remotely.

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.

6 Purchasing Agreement

The parties shall mutually agree to the schedule for the performance of the Services, subject to the terms of the Agreement and this Services Package. All Services described within this Services Package must be used within one year of the License Start Date set forth in the Purchasing Agreement pursuant to which this Service Package was purchased. Unused services are non-refundable and non-transferable pursuant to the terms and conditions of the Purchasing Agreement. Performance of services is subject to scheduling and Customer availability.

End of Services Package