Perforce Software, Inc.

Statement of Work for Klocwork Migration Assistance – One (1) Klocwork Portal

Version 1.0 (March 2021)

This Statement of Work ("SOW") is between Rogue Wave Software, a Perforce company, a corporation with its principal place of business located at 400 First Avenue North, #400, Minneapolis, MN 55401 ("Rogue Wave") and the client named on the quote that references this SOW ("Client"). This SOW authorizes Rogue Wave to provide the services as described below.

1. Scope

This statement of work concerns a service that consists of the delivery of Klocwork Migration Assistance for **one (1) Klocwork Portal** by Rogue Wave Software, Inc. ("Rogue Wave") to the client named on the quote that references this SOW ("Client"). The Klocwork Migration Assistance service is designed to help existing Klocwork customers migrate their Klocwork deployment to a newer version and to provide new/refresher training.

Service Objectives are to reduce downtime, manage risk, and transfer knowledge by:

1. understanding the Client's current Klocwork deployment hierarchy and workflow
2. recommending best migration path with minimal downtime
3. assisting with the execution and review of pre-migration and migration commands
4. reviewing analysis results, of select projects, for changes due to migration and provide tuning recommendations
5. providing refresher training to existing Klocwork users and/or training for new users.

1.1 Assumptions and Pre-Requisites:

1. Client environment will be running a supported system
   a. System requirements can be found at:
      https://docs.roguewave.com/en/klocwork/current/systemrequirements
2. Client has an active Klocwork subscription or maintenance and support agreement
3. Client has reviewed and accepted this Statement of Work
4. Client will provide the platform and hardware support required
5. Client has identified a project manager and sponsor to work jointly with the Consultant to plan activities and ensure that required Client resources are available as needed.
6. Client's project development team is available and completely dedicated during the scheduled time of onsite or remote delivery.

1.2 Delivery Activities

The extent of the delivery activities is limited by the number of Klocwork portals identified in the quote. The delivery activities will be applied up to the identified number of Klocwork portals.

Service Task	Resources	Deliverables/ Agenda
Delivery Preparation **(1-2 weeks before delivery)**		
Remote over WebEx or similar	Consultant Client project lead	Discuss service details with Client, review engagement objectives, review system requirements of target Klocwork version (for portal, build environments, and desktops), gather information required to develop a delivery schedule. Develop detailed schedule.
Delivery		

Remote over WebEx or similar or onsite	Consultant
	
	Client's project lead
	
	As required, Client's sysadmin, build engineer, team lead and/or developer
		• **Review current Klocwork deployment (repeat for each portal)**
		
		  • Review Klocwork portal projects for activity and features used (e.g. MISRA, taxonomies, custom checkers/taxonomies)
		
		  • Review associated integration build environments (fixed and Continuous Integration)
		
		  • Review associated developer workflow and desktop tools used.
		
		  • Itemize pre-migration and migration tasks for the portal
		
		  • Prepare upgrade instructions for build engineers and developers
		
		  • Consultant recommends training sessions

Remote over WebEx or similar or onsite	Consultant
	
	Client's project lead
	
	As required, Client's sysadmin, build engineer, team lead and/or developer
		• **Perform dry run of pre-migration and migration tasks (repeat as required for each portal)**
		
		  • Assist with dry run pre-migration and migration tasks on a non-production copy of Klocwork projects_root
		
		  • Asist with dry run integration build on select projects (maximum 2) for changes due to migration and provide tuning recommendations

Service Task	Resources	Deliverables/ Agenda
		• Assist with dry run desktop analysis with selected developers (maximum 2) • Revise pre-migration and migration tasks as necessary • Revise upgrade instructions as necessary
Remote over WebEx or similar or onsite	Consultant Client's project lead As required, Client's sysadmin, build engineer, team lead and/or developer	• **Perform production pre-migration and migration tasks (repeat as required for each portal)** • Assist with pre-migration and migration tasks on the production instance of the Klocwork portal • Assist with integration build on select projects (same projects as for dry run) for changes due to migration and provide tuning recommendations • Assist with desktop analysis with selected developers (same developers as for dry run)
Remote over WebEx or similar or onsite	Consultant Client's Klocwork users (as required)	• **Klocwork Training sessions (as per recommendations)** • One or more training sessions on new and existing features. • Attended by relevant Klocwork users.
Remote over WebEx or similar or onsite	Consultant Client's project lead	• **Post-engagement review** • Ensure satisfactory delivery

1.3 Exclusions/Add-ons

The following items are not in scope for this delivery:

- Larger configurations (more Klocwork portals, integration builds, or users)
- Assistance with non-migration related recommendations.

If assistance with non-migration related recommendations is desired then a new SOW, to describe the engagement, can be written and quoted.

2.0 Deliverables

This service has a software configuration component and an education component. At the end of the engagement, the Client's migrated Klocwork portal will be running the target version of Klocwork. Upgrade instructions will be provided for associated build machines and desktops.

The recommended training sessions will have been delivered to Client's Klocwork users as specified in the Scope's delivery activities (1.2)

3. Roles, Responsibilities and Expectations

In order to successfully complete the project, it is important that roles and expectations are clear to both Client and Rogue Wave staff. These expectations are outlined below. Where appropriate, a single individual may fill several of the roles listed below. Rogue Wave reserves the right to use subcontractors in those roles it deems appropriate. Use of any subcontractor does not relieve Rogue Wave of any of its obligations as set forth in this SOW.

The Client is expected to provide, as needed, either prior to or at the commencement of the engagement:

- A sponsor or project lead who is responsible for directing the activities of the consultant and ensuring results are delivered per expectations
- Access to application production and staging servers by Rogue Wave for the purpose of delivering the service.
- Someone readily available (Project Sponsor or Project Manager) to Rogue Wave who is familiar with the project, this SOW, and Rogue Wave's Agreement with the Client to resolve issues and facilitate communication
- Product knowledge or information to the Rogue Wave resources on products that are required for development, maintenance and support activities
- Adequate translation to Rogue Wave staff of any product, documentation, or other resource which is required by Rogue Wave to engage in development, maintenance, or support activities
- Identification of a technical resource that will be the primary point of contact for this project and provide resolutions to technical queries related to Rogue Wave
- Provide stable VPN connectivity between Rogue Wave and the systems where development collaboration took place
- The Client will provide to Rogue Wave acceptable secure means (i.e. SSH) for free communication with the outside network for the purposes of communicating and accessing other resources both internal and external to Rogue Wave for the purposes of completing this project

4. Assumptions

To facilitate the smooth delivery of this engagement, the following assumptions apply:

- The Client will provide the staff and resources as described in Section 3, Roles, Responsibilities & Expectations
- The engagement will begin at a date to be determined and negotiated between Rogue Wave and the Client and after receipt of a signed purchase order.
- Rogue Wave and the Client agree to collaborate and follow a change management process to evaluate an appropriate course of action if it is determined that Rogue Wave will incur costs in excess of purchase order due to changes in Client requirements.
- Rogue Wave will notify the Client in writing if Rogue Wave believes inadequate attention or personnel are being devoted to the project. The Client agrees to address these deficiencies within 5 days of receiving written notice.
- Should any of these assumptions prove to be incorrect or incomplete, Rogue Wave reserves the right to modify the scope, schedule or price as documented in this SOW.

5. Project Pricing, Payment and Delivery

The price for this engagement is as follows:

Item	Extent	Price
Klocwork Migration Assistance	One (1) Klocwork Portal	(as stated in the quote that refers to this SOW)

Unless a later date is expressly agreed, services must be scheduled and delivered within 6 months of purchase. Pre-paid fees for services not performed within the applicable time period will be forfeited. Time and materials services together with any applicable travel and expenses will be billed monthly in arrears at the rate specified herein which shall be guaranteed for a period of 6 months from the date of this quote. Customer is responsible for scheduling services subject to Rogue Wave's availability. Scheduled services may be cancelled with a minimum of one (1) weeks' notice; provided, however, that customer will be responsible for any unrecoverable travel and living expenses incurred by Rogue Wave as a result of such cancellation. As this is a fixed fee SOW, there are no minimum durations for the increments in which these services are delivered.