PowerPlan Managed Services Policy

Version 4.2

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Introduction to PowerPlan Managed Services

PowerPlan believes in providing superior value to Clients through our products, services, and support. We recognize enterprise software must be flexible and powerful, and we know that to achieve maximum performance, you need a partner who can meet those demands. Our success is evident in our enviable Client retention rate. PowerPlan's Premier Application Managed Services ("Premier AMS") and Application Managed Services ("AMS") are designed to be a partnership between PowerPlan and Clients who want to improve and optimize their current solution or need additional resources for help with integration, extension logic, reporting and operating their solution based on specific business requirements. Each component was purposefully built to provide Clients the tools to meet their needs. These managed services aim to increase the adoption of features and functionality to maximize the value you obtain from PowerPlan.

The PowerPlan Managed Services Policy ("Policy") has been developed to help you understand how we will work together to meet your business needs and enable you to maximize the benefits of your Premier AMS or AMS offering. In this Policy, you will find helpful information about the components of your Premier AMS or AMS service.

Premier AMS and AMS are a robust suite of solutions designed to complement any organization. Two service levels are available: AMS and Premier AMS, which provides a more comprehensive package. Clients can select a package to best meet their needs inclusive of the following items:

	Premier AMS	AMS
Full Solution Support	✓	✓
Solution Source Control	✓	✓
Training Videos	✓	✓
Dedicated Solution Manager	✓	
Continuous Solution Optimization	✓	
Prescriptive Components	✓	

PowerPlan Premier AMS and AMS Clients have peace of mind knowing their solution is functioning as designed, allowing them to better focus on strategic initiatives.

If you have questions not answered by this Policy, please contact us directly by emailing info@powerplan.com.

PowerPlan may update this Policy at any time, and the most current version available at https://powerplan.com/legal will govern the next renewal of your Premier AMS or AMS, as applicable. PowerPlan will a mechanism to obtain notice of updates, and You should check regularly for updates.

PowerPlan Managed Services Responsibilities

The Premier AMS and AMS programs were created for Clients who want additional resources for help with integration, extension logic, reporting, and operating their solution based on specific business requirements. Premier AMS and AMS follows the guidelines of the PowerPlan Standard Maintenance Policy for Perpetual Licenses or the PowerPlan Standard Maintenance Policy for Subscription Services, as applicable ("Maintenance Policy"), as it applies to hours of availability and response time guidelines.

All the responsibilities described in this Policy will be provided to Client during its Premier AMS or AMS Term and so long as Client is current on the payment of Premier AMS or AMS Fees, Maintenance Fees, or other Fees that are inclusive of Premier AMS or AMS. This Policy uses certain defined terms, which are described in the Maintenance Policy and incorporated into this Policy by reference.

PowerPlan provides Premier AMS for all Software or Hosted Software components stated in the Premier AMS or AMS Order Form. PowerPlan's Premier AMS and AMS responsibilities are more particularly described in this section of this Policy.

When Client signs up for an initial term of Premier AMS or AMS, we will perform an assessment to gather existing documentation for all custom integration, extension logic and reports, which allows us to provide timely and high-quality responses.

Foundational and Proactive Components

Full Solution Support (Premier AMS & AMS)

Full Solution Support provides PowerPlan Personnel to assist and help resolve support issues related to Client-specific integration, extension logic, and reports not working as currently designed and installed at the time of Client's enrollment in Premier AMS or AMS. Any extensions of the base solution developed after the Premier AMS or AMS enrollment date will need to go through the formalized transition to support procedures as outlined in the Maintenance Policy prior to being covered by Premier AMS or AMS. A functional specialist from the PowerPlan Support Team will be assigned for each issue resolution and will be responsible for updating associated documentation to reflect the solution.

By default, new modifications to base functionality are not included in the managed services provided under the Premier AMS or AMS program and are not supported until a formal transition to support is performed as outlined in the Maintenance Policy. This includes, but is not limited to, modifications to the base database structure and code modifications to the application and interface. When engaging with third parties, please reference your PowerPlan software license or subscription agreement for acceptable use and access rights to the PowerPlan Software, Hosted Software, Documentation, Deliverables, and any other supporting materials, and other intellectual property rights.

Appendix A will be created at the kickoff of the Premier AMS or AMS program to identify all PowerPlan Client-specific integration, extensions, and reports as of the Effective Date of your Premier AMS or AMS Order Form. Changes to Appendix A may be made by mutual agreement.

Solution Source Control (Premier AMS & AMS)

For on-premises licenses, PowerPlan will provide delivery and compilation of the PowerPlan Software suite and integration executables to Client. PowerPlan manages and maintains version control to facilitate Client's release management schedule and provides documentation for reference. After completing a build, PowerPlan will make available to Client the executable specific to the Client's unique environment, if applicable. For the avoidance of doubt, nothing in the foregoing is intended to give Client any rights or access to the source code of PowerPlan's products, including Client-specific modifications. Initiation of the solution source control process includes:

- PowerPlan will establish processes in accordance with industry best practices for source code control
- PowerPlan will establish a defined build schedule with Client to facilitate best practice testing and migration cycles

Training Videos (Premier AMS & AMS)

Client can access on demand through PowerPlan's online user community a library of recorded training material and instructor led sessions that cover various areas of the PowerPlan application, industry trends, and leading practices, and are accessible by all credentialed Client employees via online portal.

Dedicated Solution Manager (Premier AMS only)

The Solution Manager proactively consults with the Client to ensure the Client fully benefits from the services provided, including:

- Assigned PowerPlan contact
- Facilitates Premier AMS kickoff meeting
- Hosts quarterly calls to review Premier AMS engagement metrics
- Partners with Client to define yearly PowerPlan initiatives
- Hosts regular status meetings and validation points to review priority and communicate progress on mutually established initiatives
- Maintains a rolling initiative tracker of scheduled events
- Provides consulting services for increased feature and functionality adoption

Continuous Solution Optimization (Premier AMS only)

Client can schedule up to ten (10) consulting events per quarter, and each event can be up to four (4) hours. The Solution Manager works with the Client to identify the organization's top issues and areas of improvement, and then develops a customized plan to address them. Elements of the plan may include:

- Business process evaluation
- Dynamic configuration assistance
- Solution Modifications
- Report writing and tuning
- Training on a specific task
- Key business event guidance
- Performance diagnostics
- Month end close assessment and tuning

Prescriptive Components (Premier AMS only)

In addition to the items outlined above, which are Foundational and Proactive Components, delivered annually to each Client, Premier AMS also offers Prescriptive Components that are specifically designed to address strategic business initiatives. Client, with guidance from their Solution Manager, has the option to select two (2) Prescriptive Components to be delivered during the twelve (12) month Term of Premier AMS to implement alongside the Foundational and Proactive Components.

The two Prescriptive Components are to be selected within the first 90 days of the Premier AMS Term. Key Business Event Readiness (KBER) will be delivered at the start of the Premier AMS Term until Client chooses its two (2) Prescriptive Components. The total time for PowerPlan to design and implement any Prescriptive Component shall not exceed forty (40) hours. In the event one selection or no selections are made at the end of the first 90 days, KBER will continue to be delivered throughout the remainder of the Premier AMS Term. For the avoidance of doubt, failure by Client to make one or both selections will not entitle Client to any refund of Premier AMS Fees. Failure to provide requirements for delivery or the deployment of the component may result in forfeiting that Prescriptive Component for the Premier AMS Term.

Please reference the Prescriptive Component Catalog for the most current listing of Prescriptive Components available under Premier AMS.

Exclusions

- 24x7 Help Desk Support
- PowerPlan Major Application Version Upgrades – Upgrading the PowerPlan Suite of modules to the latest Version is a separate Professional Services engagement and not included in PowerPlan Premier AMS or AMS.
- Integrated Major Application Upgrades and Changes - Modifications needed to Client-specific integration, extensions, or reports to support integrated application upgrades or changes, such as changes to GL, WMS systems, Budgeting System, etc.

- New Module Installation & Implementation – Only those PowerPlan modules that are in production and that are functioning as designed are covered at the time of Client's enrollment in PowerPlan Premier AMS or AMS. Any subsequent license or subscription transaction and corresponding initial implementation would be addressed in a separate agreement and will add to the annual Premier AMS or AMS Fees, for the remainder of the committed term and beyond as agreed.

- Services Engagement Initial Post Go-Live Support – Modifications made to the PowerPlan solution via a services engagement (i.e. – major Version upgrades, integrated major application upgrade changes, new module implementation, new process implementation) are not covered under Full Solution Support until after the project transition to support as outlined in the Maintenance Policy.

- IT infrastructure, security, network, hardware, basic workstation maintenance, database management and system administration.

- New Client-specific configuration is not covered under Premier AMS or AMS until it is transitioned to support as outlined in the Maintenance Policy.

- Assistance with third party modifications to the PowerPlan solution are not covered under Premier AMS or AMS. Please reference your PowerPlan software license or subscription agreement for acceptable use and access rights of PowerPlan's Software, Hosted Software, Documentation, Deliverables, and any other supporting materials, and other intellectual property rights.

Additional Notes:

- Services will be provided remotely unless otherwise mutually agreed to in writing by the parties. Travel and expenses are not included and will be invoiced separately.

- Premier AMS and AMS are generally structured as a consultative, flexible approach based on Client's needs with respect to the PowerPlan solution. However, there can be projects defined at times that will go beyond the scope of Premier AMS or AMS. If the Solution Manager and Client agree that the new requirement will require additional effort, PowerPlan's Professional Services team will engage with the Client through a statement of work guided by the Solution Manager.

- PowerPlan Premier AMS and AMS programs are designed to maximize the value you derive from use of the PowerPlan solution by increasing the adoptions of features and functionality. In order to enable PowerPlan to provide the most value possible, you authorize PowerPlan to use information regarding your use of the PowerPlan solution in order to provide the managed services described in this Policy and to improve and refine the Premier AMS and AMS programs for the benefit of PowerPlan's Clients.

- Any tools, schema, reports, and queries remain the intellectual property of PowerPlan. All license and usage limitations agreed upon by you and PowerPlan for Licensed/Subscribed Products shall apply to all such components, except that notwithstanding anything to the contrary in your PowerPlan software license or subscription agreement:
  - no perpetual right or license to use such components is granted hereunder (i.e., all access and right to use such components will terminate upon termination or expiration of your Premier AMS or AMS term),
  - all such components are provided "as-is" and in the event any such tools, schema, reports, or queries fail to materially comply with the descriptions herein, the sole and exclusive remedy for such non-compliance will be the election of another service offering within the same category (i.e., Foundational and Proactive Components vs. Prescriptive Components).

Appendix A

PowerPlan Client Specific Integration, Extensions and Reports

Category (Interface, Extension, Report)	Interface/ Object Name	Categorization (Base, Modified)	Modified Extension* (Yes, No)
Standalone Interfaces Count			
PowerPlan Extensions Count			
PowerPlan Report Count			
Grand Count			

* Client specific logic embedded in base integration