



# PowerPlan Acceptable Use Policy

Version 2.3

Copyright © 2021 PowerPlan, Inc. All rights reserved.

**CONFIDENTIAL AND PROPRIETARY.** The contents of this material are confidential and proprietary to PowerPlan, Inc. Unauthorized use, disclosure, or reproduction is strictly prohibited.

Last Revised July 2021



# Table of Contents

<b>Introduction to the PowerPlan Acceptable Use Policy .....</b>	<b>3</b>
<b>Definitions .....</b>	<b>4</b>
<b>Your Responsibilities.....</b>	<b>4</b>
<b>Prohibited Data and Activities.....</b>	<b>6</b>



## Introduction to the PowerPlan Acceptable Use Policy

PowerPlan's Acceptable Use Policy (the "Policy") is designed to provide Clients and their Authorized Users subscribed to either PowerPlan's SaaS, Cloud Services, or Subscription Services guidance on the appropriate uses of PowerPlan's Hosted Software and Platform. The consistent adherence to the guidelines provided in this Policy works in conjunction with PowerPlan's obligations in PowerPlan's Security Policy to enable PowerPlan to provide an environment designed to be safe and secure for all clients subscribed to PowerPlan's SaaS, Cloud Services, or Subscription Services.

All references to "you" or "your" refer to PowerPlan clients who are accessing or using Hosted Software pursuant to an active subscription for SaaS, Cloud Services, or Subscription Services.

To align with then current industry standards and to align known and emerging risks, PowerPlan may update this Policy from time to time. The version available at <https://info.powerplan.com/AUP> will apply to your subscription for SaaS, Cloud Services, or Subscription Services, as applicable. You should check regularly for updates.

## Definitions

1. Authorized User means a named individual authorized by you to use the Hosted Software, who has been supplied with user credentials for the Hosted Software by you or by PowerPlan at your request (thus, counting against the maximum number of named users allotted in an applicable Order Form).
2. Cloud Services means the services provided by PowerPlan to make the Hosted Software available through the Platform.
3. Hosted Data means the data that an Authorized User loads into the Hosted Software or processes or stores using the Hosted Software.
4. Hosted Software means the object code version of the software module(s) identified on the Order Form, including all Modifications thereto, made available remotely over the Internet via Subscription Services or as part of the SaaS, or otherwise licensed from PowerPlan and made available through Cloud Services.
5. Maintenance Policy refers to the maintenance policy that is applicable based on the PowerPlan offering procured by Client. For SaaS, this means the PowerPlan Standard Maintenance Policy for SaaS available at <https://info.powerplan.com/SaaSMaintenancePolicy>. For Cloud Services, this means the PowerPlan Standard Maintenance Policy for Perpetual Licenses available at <https://info.powerplan.com/PerpetualLicenseMaintenancePolicy>. For Subscription Services, this means the PowerPlan Standard Maintenance Policy for Subscription Services available at <https://info.powerplan.com/SubscriptionMaintenancePolicy>.
6. Maintenance Services means the support and maintenance services provided by PowerPlan per the applicable agreement between you and PowerPlan, per the Maintenance Policy.
7. Multi-Instance refers to the Solution Platform which provides a unique database per client with a shared application instance.
8. Multi-Tenant refers to the Solution Platform which provides a shared database and application instance.
9. Platform means the information technology infrastructure, including computers, servers, hardware, databases, database management systems, networks, communications infrastructure, devices, websites, and third-party software used by PowerPlan to provide access to the Hosted Software pursuant to a subscription for SaaS, Cloud Services, or Subscription Services, as applicable.
10. SaaS means Software as a Service and includes the Hosted Software, Platform, applicable documentation, and associated Maintenance Services, as indicated in the applicable agreement between you and PowerPlan.
11. Single-Tenant refers to the Solution Platform which provides a unique database and unique application instance per client.
12. Solution Platform refers to the method in which a Hosted Software module is structured and operationally controlled within the hosted environment.
13. Subscription Services means the (i) services that allow Client to access and use the Hosted Software through the Platform during the Subscription Term, and (ii) Maintenance Services.

## Your Responsibilities

### Technical Requirements.

- You are responsible for maintaining virus protection and reasonable security measures in place for your own workstations and all your host systems that are networked to those workstations.
- You must use an internet browser that meets the requirements as published by PowerPlan in the Documentation.



- You are responsible for configuration of your corporate internet firewall to allow all necessary ports to be used.
- For purposes of clarity, any technical issues with access or use of the Hosted Software will be addressed in accordance with PowerPlan's Maintenance Services, as applicable.

**Data Security.** To enhance data security:

- You are expected to use discretion in granting administrator privileges to any Authorized Users. You are solely responsible for granting appropriate administrator privileges to the appropriate Authorized Users, recognizing that Authorized Users with administrator privileges will have broad rights to configure and manage access and use rights of other Authorized Users.
- Access and use of the Hosted Software by your Authorized Users is only permitted through the front-end user interface using valid access credentials, including passwords. Backend access to the Platform is strictly prohibited. Client is responsible for maintaining the confidentiality of its passwords and Authorized Users may not share their login identifier or password with other Authorized Users or third parties. You are fully liable for all use of the Hosted Software using access credentials issued to or created by your Authorized Users, including any use by a user you did not authorize who accesses the Hosted Software using your access credentials. PowerPlan may terminate access credentials and require a new access credentials if it believes that the access credential is being used without authorization or contrary to the terms of this Agreement or any Order Form. You agree to promptly notify PowerPlan of any unauthorized use of your access credentials or other breach of security of which you become aware within twenty-four (24) hours.
- You, your Affiliates, and your Authorized Users acknowledge that:
  - The Hosted Software is designed to be used in connection with the SaaS, Cloud Services, or Subscription Services and in accordance with the applicable Documentation.
  - The Hosted Software is not designed to collect, host, store, or process protected health information, payment card data, ITAR-regulated data, nonpublic personal information, sensitive personal information, or sensitive personal data subject to HIPAA, PCI-DSS, International Traffic in Arms Regulations (22 CFR 120), Gramm-Leach-Bliley Act (GLBA), or laws regulations associated with the collection, hosting, storage, or processing of personal information, including but not limited to the California Consumer Privacy Act (CCPA), California Privacy Rights Act of 2020 (CPRA), General Data Protection Regulation (GDPR), the Privacy Act of Australia, or the Personal Information Protection and Electronic Documents Act (PIPEDA). You should not enter any such data in any free text fields of the Hosted Software, and you are solely responsible if you input any such data in or through the Hosted Software or Platform.

**Data Modification.**

- For Single-Tenant Solution Platforms, you are responsible for testing, validating, and approving in writing any changes which may affect the Hosted Software's processing of your Hosted Data (including any Updates or Upgrades of the Hosted Software as defined by the Maintenance Policy) prior to such changes being implemented into your cloud production environment. Additional details on Change Management processes are provided in the Security Policy.
- For Multi-Instance and Multi-Tenant Solution Platforms, you are responsible for testing, validating, and approving in writing any changes to data which may affect the Hosted Software's processing of your Hosted Data (excluding any Release adoptions as defined by the Maintenance Policy since these updates will be tested by PowerPlan) prior to such changes being implemented into your PowerPlan-hosted production environment. More details on Change Management processes are provided in the Security Policy.

## Prohibited Data and Activities

### Prohibited Data.

- You may not submit, or permit your Affiliates or Authorized Users to submit, to the Hosted Software or Platform any Hosted Data that is illegal, misleading, defamatory, indecent or obscene, in poor taste, threatening, infringing of any third-party proprietary rights, invasive of personal privacy, or otherwise objectionable (collectively, “Prohibited Data”). You are solely responsible for all Hosted Data submitted to the Hosted Software and Platform by all Authorized Users.
- You acknowledge that PowerPlan has no control over Hosted Data on the Platform and does not purport to monitor the Hosted Data on the Platform. However, PowerPlan reserves the right to remove Hosted Data from the Hosted Software or Platform where it reasonably suspects such Hosted Data is Prohibited Data or otherwise violates the provisions of the Agreement or this Policy. PowerPlan will notify you if it becomes aware of any allegation that Hosted Data may be Prohibited Data or otherwise violates the provisions of the Agreement or this Policy.

**Use Limitations and Restrictions.** You are not permitted to, and will not permit your Affiliates, Authorized Users, or any other person to, access or use the Hosted Software except as expressly permitted under the applicable agreement between you and PowerPlan. Without limiting the generality of the foregoing, you and your Affiliates and Authorized Users are prohibited from:

- bypassing or breaching any security device or protection used by the Hosted Software or Platform or accessing or using the Hosted Software other than through the front-end user interface by an Authorized User using their own then valid access credentials;
- inputting, uploading, transmitting or otherwise providing to or through the Hosted Software or Platform any information or materials that are unlawful or injurious, or contain, transmit or activate any virus or malicious code;
- damaging, destroying, disrupting, disabling, impairing, interfering with or otherwise impeding or harming in any manner the Hosted Software or Platform, or PowerPlan's provision of services to any third party, in whole or in part, including the cloud infrastructure that PowerPlan uses to deliver such services;
- removing, deleting, altering, or obscuring any trademarks, documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Hosted Software or Documentation;
- accessing or using the Hosted Software, Documentation, Deliverables, Services, or Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any third party, or that violates any applicable Law; or
- accessing or using the Hosted Software, Documentation, Deliverables, or Services for purposes of competitive analysis, the development, provision, or use of a substitutable software service or product, or any other purpose that is to PowerPlan's detriment or commercial disadvantage.

In the event you discover a violation of this Policy, you will be responsible for, and directing your Affiliates and Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Hosted Software or Platform and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify PowerPlan of any such actual or threatened activity within twenty-four (24) hours.