PowerPlan Standard Maintenance Policy for Perpetual Licenses

Version 3.2

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Introduction to PowerPlan Maintenance

The PowerPlan Standard Maintenance Policy for Perpetual Licenses ("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 PowerPlan solutions. In this Policy, you will find helpful information about the components of your Maintenance Services, target response times, escalations, and more. If you have questions not answered by this Policy, please contact us directly by emailing support@powerplan.com.

PowerPlan's mission is to provide world-class products and maintenance, resulting in satisfied customers. PowerPlan strives to deliver this by:

- Delivering value

- Responding timely

- Quality resolution

- Encouraging feedback

- Continuous improvement

- Commitment to training

Our Product Support and Product Maintenance Teams are customer-oriented professionals who are excited about collaborating with clients to resolve any questions that arise from using our products.

PowerPlan may update this Policy at any time, and the version available at https://info.powerplan.com/PerpetualLicenseMaintenancePolicy will govern your Maintenance Services. You should check regularly for updates.

I. Maintenance Services

PowerPlan will provide all Maintenance Services described in this Policy to Client during its Maintenance Term and so long as Client is current on the payment of Maintenance Fees.

This Policy uses certain defined terms, which are described at the end of this Policy.

A. PowerPlan Maintenance Responsibilities Generally

PowerPlan provides Maintenance for all Software components and APIs. PowerPlan's primary Maintenance responsibilities are generally set forth below and more particularly described in this Policy:

- Providing guidance and offering tips and techniques for the use of the Software and APIs.

- Troubleshooting issues with the Software or APIs when the Client experiences unexpected results.

- Using commercially reasonable efforts to reproduce Errors and assist in providing Workarounds to help maintain stability until the Error is resolved.

- Providing Patches, Service Packs, and new Versions.

- Using commercially reasonable efforts to provide Modifications to the Software in connection with changes in accounting laws and regulations.

B. PowerPlan's Maintenance Services Organization

PowerPlan divides its Maintenance Services Organization into two (2) primary groups: Product Support and Product Maintenance.

Product Support Team: PowerPlan's Product Support Team serves as the Client's principal point of contact for Maintenance Services and normally creates or assists with the creation of Workarounds.

Product Maintenance Team: PowerPlan's Product Maintenance Team handles resolving cases that the Product Support Team cannot resolve. The Product Maintenance Team handles creating Error Corrections and issuing Patches.

C. Software and API Support

PowerPlan manages support for the Software and APIs through the creation and management of cases. A "case" is a single, reproducible issue or request for assistance that is related to the Software or an API.

1. Requesting Support

Clients may request Maintenance Services by using any of the methods listed at https://powerplan.com/support/contact-support.

The Client Portal is available 24 x 7 for submitting cases, searching for solutions, and monitoring the status of any open cases. Client may also submit cases by email at any time. Telephone support is available during Standard Support Hours.

To resolve the case as quickly as possible, Client should provide the following information with each request:

- Client's contact information, including company name, name of Maintenance Contact, email, and phone number.

- Product or API name and version number.

- Details of the case, including any error messages, steps to produce the problem, screenshots, or other output data.

- Client's hardware configuration, operating system, and database version.

- Description of the problem's frequency, e.g., intermittently or always, and whether it affects one, some, or all Authorized Users.

- Description of the problem's impact to the business.

2. Maintenance Contacts

Client shall designate a Maintenance Contact for each applicable major suite of the Software (currently defined as Fixed Assets, Income Tax, Property Tax, Asset Investment Optimization, Capital Planning & Forecasting, Project Portfolio Cost Management, Lease Accounting, Rate Case & ROE Management, and Platform). Client should also name an IT contact who supports the application. A Maintenance Contact may have responsibility for multiple suites of the Software. Client End Users shall report issues to the applicable Maintenance Contact for internal Client tracking and troubleshooting. When Client needs assistance from PowerPlan, the Maintenance Contact is responsible for reporting the issue to the PowerPlan Product Support Team. Additionally, Client should name a Tier 1 Coordinator. Such Tier 1 Coordinator will be responsible for prioritizing requests, coordinating system refreshes, and resolving any conflicting requests from Maintenance Contacts as needed. Maintenance Contacts shall report all suspected Errors and Maintenance Service requests, including requests to escalate issues, to PowerPlan. Maintenance Contacts must receive periodic training (at Client's expense) as reasonably determined by PowerPlan from time to time. Maintenance Contacts must be knowledgeable of Client's IT infrastructure, how the Software has been installed and implemented at the Client's facilities (if applicable), and how the API is used.

Client shall provide Tier 1 support to Authorized Users. Tier 1 support includes: (i) providing support and assistance regarding the proper use and functionality of the Software and APIs; (ii) troubleshooting Errors through front end/self-help error resolution tactics (user guide, error message information, resolve kickouts, review logs and address issues); and (iii) reviewing historical cases reported and applying previously provided Error Corrections or Workarounds to repeat Errors. Client shall not allow Authorized Users (who are not Maintenance Contacts) to contact PowerPlan for Maintenance Services.

3. Case Management

When a new case is received from Client, it will be automatically routed to the appropriate queue and will be assigned to the next available and appropriate support analyst, who is a member of the Product Support Team. If necessary, the support analyst will contact the Client for more information or clarification, prior to conducting an in-depth analysis. Support analysts resolve most cases; however, if the support analyst cannot resolve an issue, then PowerPlan will escalate such issue to an analyst with more specialized experience and/or expertise. Once the support analyst has resolved a case, the support analyst will close the case. If the support analyst cannot close the case within a short period of time, the support analyst will forward a defect report to the Product Maintenance Team for further action.

Using the results from the support analyst, the Product Maintenance Team will perform further research, programming, and testing to help resolve the case. The Product Maintenance Team will schedule and address work on resolving verifiable and reproducible Errors and prioritize the higher severity level Errors. The Product Maintenance Team is also responsible for developing Patches as it deems necessary. The case severity determines whether PowerPlan will schedule an Error Correction or Workaround for a future Patch, Service Pack, or Version, or if PowerPlan will provide a specific Error Correction or Workaround to Client. The Product Maintenance Team will update the open case with the new information and close the case once PowerPlan has made available a resolution.

4. Remote Access

Establishing and maintaining a remote connection allows PowerPlan support analysts remote access to your PowerPlan system, which facilitates faster case resolution. PowerPlan's support may connect (i) via GoToAssist after requesting permission from your team or (ii) independently following your established VPN protocols, if you have provided the necessary accounts and access. However, PowerPlan reserves the right to decline remote access in the event your protocols require material deviations from PowerPlan's established processes and procedures. Support analysts require access to a development environment with read and write privileges that Client maintains with recent backups from the production environment. To facilitate faster case resolution, PowerPlan recommends (but does not require) that you provide production database read only access to PowerPlan support analysts.

5. Severity Levels and Response Time Targets

PowerPlan will make commercially reasonable efforts to provide an Error Correction or Workaround for all Errors that PowerPlan can verify and reproduce. Without limiting the foregoing, PowerPlan is not responsible to provide Maintenance Services related to failures or other problems caused by (a) the use or operation of the Software or APIs with any other software or in an environment other than as intended, recommended, or otherwise authorized by PowerPlan, (b) Client-specific modifications to the Software or other functionality or interfaces created by the Client or by PowerPlan as Deliverables via Professional Services, (c) operator error or use of the Software or APIs in a manner inconsistent with the Documentation or the License Agreement, or (d) Client's hardware, operating system, or database.

PowerPlan's targets for response times are dependent on the impact that a particular case is having on the Client.

The following table defines PowerPlan's Severity Level classifications and Response Time Targets.

Severity Level	Description	Examples	Response Time Targets
1	Critical	A problem that causes the Software or API to be non-operational such that no users can access the system or backup, or other security of data can no longer be performed, and there is no Workaround available.	Within 1 business Hour
2	High	A problem with the Software or API that prevents the Client from performing a key business event with no Workaround available.	Within 4 business Hours
3	Medium	A non-critical problem occurs where the Client can run the Software or API and there is a Workaround available.	Within 2 business Days
4	Low	A problem that has low system impact and does not require immediate attention, including cosmetic issues, and non-critical issues.	Within 5 Business Days
5	Enhancement	A request for new functionality or suggestions for improving the Software or API will be forwarded to PowerPlan's Product Management Team for tracking and evaluation and the support case will be closed.	Within 10 Business Days

D. Escalation management:

PowerPlan Product Support and Product Maintenance Teams employ internal escalation procedures to ensure Client is receiving the appropriate response and attention.

If Client believes that it is not receiving the appropriate level of support and would like to escalate a case, Client should send an email to the appropriate email address as listed in the table below. Client must escalate in the sequence noted below (i.e., Client should first escalate to Level 1 before escalating to Level 2, and first escalate to Level 2 before escalating to Level 3).

Escalation Level	Escalation Email Address
1	Escalation.Lead@powerplan.com
2	Escalation.Manager@powerplan.com
3	Escalation.Director@powerplan.com

E. After Hours Support

Upon Client's request, PowerPlan may be available to help on urgent issues outside of our Standard Support Hours. Additional fees apply for assistance outside of Standard Support Hours. Client may be eligible for a reduction in after-hours fees if Client makes an advance reservation for after-hours assistance.

For assistance outside of PowerPlan's Standard Support Hours, Client should call 1-888-725-0158 to be routed to the on-call solution analyst. PowerPlan will notify Client of the after-hours fees in writing and will request written approval of the

associated fees from Client before helping with the issue. For planned after-hours assistance, Client can make a reservation for after-hours assistance in advance by emailing support@powerplan.com.

Making a reservation in advance allows PowerPlan more time to arrange the appropriate type of resource for Client's issue and it increases, but does not guarantee, the likelihood that an appropriate subject matter expert will be available.

- Client must make the reservation at least two (2) Business Days in advance.
- If a reservation is needed for more than one (1) day over the weekend, the reservation fee is required for each day requested and such fee will be assessed regardless of whether assistance is ultimately required.

Notwithstanding anything to the contrary, nothing in the foregoing is intended to obligate PowerPlan to provide any Maintenance Services or assistance which fall outside of the scope of this Policy or outside of Standard Support Hours, and any assistance or related Services provided after hours shall be provided at PowerPlan's sole and exclusive discretion.

F. Patches, Service Packs, and New Versions

Upon request, PowerPlan will make available to Client already existing Releases of the Software and APIs and provide Client with, or assist Client with the creation of, Workarounds, along with other generally available technical materials and updated versions of the Documentation. The timing, nature, and content of any Release are within the sole discretion of PowerPlan.

PowerPlan normally only releases Patches to address issues in the most recent Version or Service Pack, as applicable, of a supported Version of the Software or API. Patches made available since the last Version or Service Pack, as applicable, will normally be released on a cumulative basis as a part of the next Service Pack or Version.

New Versions may include, but are not limited to, the following: (a) Error Corrections to previously identified Errors, (b) new features, (c) major feature changes and enhancements, and (d) applicable documentation updates. PowerPlan will make new Versions available at its sole discretion.

If Client requires onsite or remote assistance in the installation of a Release, PowerPlan may provide those services as an Additional Service or SOW Services, at its current rates on a time and expenses basis, pursuant to a current and executed License Agreement or separate SOW.

G. Supported Versions

Client may opt to not install a Release at its discretion; however, PowerPlan will provide Maintenance Services only for the two most recent Versions, but in no event less than 36 months from the initial general availability of the applicable Version.

Appendix A outlines the end of defect support.

PowerPlan will continue to answer general questions regarding Versions that have been sunset and will assist with the creation of a Workaround when possible. When a reasonable Workaround does not exist, the Client will need to upgrade to the latest Version to receive the code fix. PowerPlan will not develop Patches or Service Packs for a Version that has reached its Version Sunset Date.

Right to Desupport: It may become necessary as a part of PowerPlan's product lifecycle to desupport certain Software or API Releases or feature and functionality sets (including any embedded third-party programs for which support has been retired by the manufacturer or vendor of such programs for which, in PowerPlan's good faith determination, it is no longer practicable for PowerPlan to support) and, therefore, PowerPlan reserves that right. PowerPlan will notify Clients of any desupport decisions that supersede previously published Version Sunset Dates. Desupport information is listed in Appendix B and is subject to change.

H. Modifications for Changes in Regulations

PowerPlan will make commercially reasonable efforts to keep the Software up to date with the Federal Energy Regulatory Commission, Generally Accepted Accounting Principles and International Financial Reporting Standards requirements related to asset accounting, as well as Internal Revenue Service regulations related to tax depreciation and deferred tax accounting, as applicable to the Software.

I. Outside of scope:

PowerPlan strives to help support Client with all issues, including spending up to 15 minutes on issues that are outside the scope of Maintenance Services. This applies to the following out-of-scope areas:

System setup	Any case logged that relates to a new implementation system setup or the configuration or installation of new products and features.
Release installation	Assistance in analyzing, testing, or applying Releases.
Loading data	Assistance to load, convert or configure data directly to the database that can be completed through base functionality of the Software.
Application performance tuning	Assistance in analyzing, testing, or improving the performance of the PowerPlan Software.[1]
Modified objects (custom software)	Maintenance Services provide assistance for PowerPlan's standard Software and API code set. However, it does not include assistance regarding the code of module customizations, extensions, interfaces, or Deliverables. PowerPlan may provide "Deliverables Maintenance" through Professional Services. Any case logged that relates to non-standard versions of the Software will be transferred to PowerPlan's Professional Services team if it is covered by a SOW for those Deliverables. Cases that are not covered by a separate agreement may be undertaken as Additional Services or through the execution of a SOW.
Modified configurations	Maintenance Services provide assistance for configurations done by PowerPlan. However, it does not include assistance regarding configurations that are modified by Client or third-parties, or configurations not made by PowerPlan.
Modified scripts or non-PowerPlan scripts	Maintenance Services provide assistance for PowerPlan's standard scripts. However, it does not include assistance regarding custom scripts or PowerPlan standard scripts that are modified by Client or third-parties.
API tools	Maintenance Services provide assistance for API base code and any API user interface provided by PowerPlan. However, it does not include assistance for configuring tools to call the API or for results of API calls as viewed in such tools.
Client hardware/ operating system	Any case regarding assistance with Client's hardware configuration, operating-system tuning, or database administration tasks.[1]
High availability, disaster recovery, or similar environments	Any case that relates to how the Software interacts with high availability (HA), disaster recovery (DR), or similar environments maintained by Client (if allowed per the License Agreement).
Non-transitioned to support items	All projects are required to follow PowerPlan's standard transition to support process according to PowerPlan's then-current transition to support procedures.
Data correction	Cases related to data corrections or corruptions that are not directly caused by Errors.
Training	It is important to have properly trained Maintenance Contacts with strong business and product knowledge to drive the most value to Client's business from the Software and APIs and make for the most effective exchange between the PowerPlan Product Support Team and the Maintenance Contacts. PowerPlan's Professional Training Organization provides training and education through a combination of onsite consulting and training offerings. If the Client is unsure whether the issue is a support case or whether it requires consulting or training services, Client should follow the case submission process with PowerPlan Support. A support analyst will work with you to determine the best plan of action and introduce the appropriate resources.

Through its Professional Services, PowerPlan can provide Deliverables, including customizations, custom application extension code, custom reports, customer-specific requirements, and customer interfaces. In its discretion, PowerPlan

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[1] If PowerPlan hosts the Software outside of the Client's IT systems, in connection with PowerPlan's provision of Cloud Services, some of the activities noted above may be provided as a part of PowerPlan's commitment to availability, as described in PowerPlan's Service Level Policy. Notwithstanding the foregoing, this Policy does not create any obligation of PowerPlan to correct or aid with any issues about hardware or operating systems in the direct control or possession of Client.

may try to provide suggestions, directions, or workarounds for Deliverables, but PowerPlan will not debug, resolve issues related to, or develop Deliverables as a part of Maintenance Services. Services related to Deliverables are not within the scope of Maintenance Services and will require a SOW to provide such assistance.

II.   System Administration Protocols

Client should have robust internal system administration procedures to ensure smooth system operations and to protect the integrity of the Client's data. This includes, but is not limited to, the following:

- Proper change control procedures that cover changes to the application, database, and operating environments.

- Compile application code and maintain version control when a local patch or Release is needed to maintain the PowerPlan application code.[2]

- Run database scripts required to apply Releases and/or resolve issues identified jointly by Client and PowerPlan Product Support Team.[3]

- Establishment of a stand-alone test environment where both Maintenance Contacts and support analysts can test solutions, Patches, and reproduce and troubleshoot any problems.[3]

- Procedures for periodic and/or on demand refreshing of the test environment with production data to facilitate problem investigation and resolution.[3]

- Routine system backups of all programs and data.[3]

- Without careful monitoring, performance and free disk space can erode over time with any production system. Therefore, monitoring procedures are important to prevent sudden problems that significantly impact the Client's production environment.[3]

- System management protocols to help protect information in case of an Error or malfunction to any component of the production environment, and to expedite recovery in the event of a system failure.[3]

A lack of documented procedures that Client routinely executes may have adverse effects on Client's systems and impede our efforts to respond to cases efficiently.

III.   Definitions

The defined terms below are intended to be the same as those in your License Agreement. If the defined terms below are different than those in your License Agreement, then for the purposes of this Policy, such terms will have the meanings as defined in this Policy. To the extent defined terms are used in this Policy but are not defined, they have the same meaning as in the License Agreement.

"API" means PowerPlan's application programming interfaces, as well as other PowerPlan code made available through or in connection with the Software that allow other software products to communicate with or call on the Software or Platform provided under this Agreement. APIs include callable interfaces, tables, files, and database management system entry points such as tables, views, and stored procedures.

"Business Day" means Monday – Friday, excluding PowerPlan U.S. published Holidays.

"Business Hours" means 8am – 8pm EST, Monday – Friday, excluding PowerPlan U.S. published Holidays.

"Client" means the entity that enters into a License Agreement with PowerPlan, where the License Agreement provides that Client is to receive a license to Software. Client may also be referred to in this Policy as "you" or "your".

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[2] This is not Client's responsibility for Software deployed via Cloud Services or PowerPlan's AIO product suite (whether deployed on-premises or via Cloud Services).
[3] This is not Client's responsibility for Software deployed via Cloud Services.

"Cloud Services" means the services provided by PowerPlan to make the Hosted Software available through the Platform.

"Deliverable" means documents and materials delivered or made accessible to Client by PowerPlan in the provision of Professional Services or any other services provided by PowerPlan. Deliverable does not include Software, Hosted Software, APIs, Integrations, Documentation, or Source Code of the Software or Hosted Software.

"Documentation" means the user guide(s), installation instructions, user instructions, Release notes, manuals, and on-line help files in the form generally made available by PowerPlan to its customers regarding the use of the applicable Software or API, including the minimum hardware, software, operating system, and other system and configuration requirements for the proper use of the Software or API, as updated from time to time.

"Error" means a material failure of the Software or API to conform to the functional specifications described in its Documentation.

"Error Correction" means any Modification to the Software or API or routine intended to correct the practical adverse effect of an Error or Modification to the Documentation.

"Hosted Software" means the Software made available remotely over the Internet for which PowerPlan is providing the Cloud Services, as specified in the Order Form.

"License Agreement" shall refer to the applicable licensing agreement in effect between PowerPlan and Client, as amended. Frequently, this document is called the Master Software License and Services Agreement.

"Maintenance Contact" means Client's personnel more particularly described in Section I.C.2 of this Policy.

"Maintenance Services" means the services to be provided by PowerPlan in accordance with this Policy.

"Modification" means any enhancement, new Release, Error Correction, derivative work, or other change.

"Patch" means a new, generally available Release of the Software or API made available between Service Packs as needed based on PowerPlan's determination of the severity of a reported Error. Patches are denoted by a change in the number immediately following the second decimal point.

"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 and APIs pursuant to a subscription for Cloud Services.

"PowerPlan" means PowerPlan, Inc., or an affiliate of PowerPlan.

"Product Maintenance Team" means PowerPlan personnel who are responsible for addressing issues that the Product Support Team is unable to address, to create Error Corrections, and to create or assist with the creation of Workarounds.

"Product Support Team" means PowerPlan personnel who are responsible to respond Client's initial requests for Maintenance Services, answer general questions regarding the operation and use of the Software and APIs, and to serve as the normal liaison with the Client in the provision of Maintenance Services.

"Professional Services" is defined in the License Agreement, or other services provided by PowerPlan to Client in accordance with a SOW, as Additional Services, or other services provided on a time and expense basis.

"Release" means a Version, Service Pack, or Patch that is made available to Client as a part of Maintenance Services.

"Service Pack" is a new, generally available Release to a Version that may contain Patches and Software or API enhancements, including Software enhancements to address certain changes in laws or regulations. Except as noted in the definition of "Version, a new Service Pack is denoted by a change in the number immediately following the first decimal point.

"Services" is more particularly defined in the License Agreement, which is a broad definition of all services to be provided by PowerPlan under the License Agreement.

"Software" means the Object Code version of the software module(s) identified on the Order Form, including all Modifications thereto. Software does not include any Deliverables.

"Standard Support Hours" are 8am – 8pm EST, Monday – Friday, excluding PowerPlan U.S. published Holidays.

"Version" means a new, generally available Release of the Software or API that frequently will contain new functionality and is normally released less frequently than Patches and Service Packs. A Version is denoted by a change in the number immediately before the first decimal point. For Versions prior to 2015.0, a new Version is denoted by a change in the number immediately after the first decimal point. For example, 10.3 and 10.4 are considered Versions.

"Version Sunset Date" is the date that PowerPlan will no longer provide additional Error Corrections, Service Packs, or Patches for a Version.

"Workaround" means a reasonable change in Client's operating procedures that reasonably minimize the effects of an Error on the normal operation of the Software or API.

Appendix A – End of Defect Support

PowerPlan

Version	Release Date	Version Sunset Date
All Prior to 10.0.0	NA	01-01-2013
10.0	12-01-2007	01-01-2013
10.1	08-01-2008	01-01-2013
10.2	04-01-2009	12-31-2014
10.3	05-31-2011	06-30-2016
10.4	05-31-2013	06-30-2018
2015	05-01-2015	06-30-2019
2016	12-15-2016	12-31-2020
2017	12-21-2017	12-31-2021
2018	12-17-2018	12-01-2022
2020	02-28-2020	TBD
2021	05-10-2021	TBD

Asset Investment Optimization

Version	Release Date	Version Sunset Date
5.0	03-31-2016	06-30-2021
6.0	04-26-2017	TBD
7.0	12-18-2018	TBD
2021	05-18-2021	TBD

Integration Hub APIs

Version	Release Date	Version Sunset Date
4.0	11-09-2020	TBD
4.1	05-10-2021	TBD
4.2	08-09-2021	TBD

Appendix B – Desupport Information

PowerPlan

Software Module/Feature & Functionality Set	Version	Desupport/End of Life Date
Month End Automation	All	4-30-2022
Job Scheduler	All	4-30-2022
Integration Manager	All	4-30-2022

Asset Investment Optimization

Software Module/Feature & Functionality Set	Version	Desupport/End of Life Date

Integration Hub APIs

API/Feature & Functionality Set	Version	Desupport/End of Life Date