PowerPlan Premier Application Managed Services Policy

Version 3.1

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Introduction to PowerPlan Premier Application 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 in order to achieve maximum performance, you need a partner who can meet those demands. Our success is evident in our unparalleled Client retention rate. PowerPlan Premier Application Managed Services ("Premier AMS") is designed to be a partnership between PowerPlan and Clients who want to improve and optimize their current solution by increasing its adoption and usage. Each component was purposefully built to provide Clients the tools to meet their needs. This service aims to increase the adoption of features and functionality to maximize the value you obtain from PowerPlan.

The PowerPlan Premier Application 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. In this Policy, you will find helpful information about the components of your Premier AMS.

Premier AMS is a comprehensive suite of solutions designed to complement any organization. Clients can select a package which includes the following items:

- A dedicated Solution Manager
- Solution support and source control management
- Full solution support including client specific modifications
- Ongoing education with monthly webinars from PowerPlan University
- Continuous adoption services consulting time to optimize your solution
- Direct access to PowerPlan subject matter experts
- Flexibility to select two (2) Prescriptive Components each year

PowerPlan Premier 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 confidence@powerplan.com.

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

PowerPlan Premier Application Managed Services Responsibilities

The Premier AMS program was created for Clients who want additional resources for help with feature adoption, integration, extension logic, reporting, and operating their solution based on specific business requirements. Premier AMS follows the guidelines of the PowerPlan Standard Maintenance Policy as it applies to hours of availability and response time guidelines for break-fix support.

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

PowerPlan provides Premier AMS for all Software or Software as a Service ("SaaS") components stated in the Premier AMS Order Form. PowerPlan's Premier AMS responsibilities are more particularly described in this section of this Policy.

When a Client signs up for an initial term of Premier 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 Adoption Components

The following tasks are provided under Premier AMS:

Solution Manager

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 Adoption Services

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

Full Solution Support

Full Solution Support provides PowerPlan resources 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. Any extensions of the base solution developed after the Premier AMS enrollment date will need to go through the formalized transition to support procedures as outline in the Standard Maintenance Policy prior to being supported by the Premier AMS policy. 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 services provided under the Premier AMS program and are not supported until a formal transition to support is performed as outlined in the Standard 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 software license or SaaS agreement with PowerPlan for acceptable use and access rights to the PowerPlan Licensed Products and supporting materials and other intellectual property rights.

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

Solution Source Control

For on-premise 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 as well as the associated source code modifications 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. Initiation of the solution source control process includes:

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

Training Webinars

Client can participate in live training webinars, which cover various areas of the PowerPlan system and best-practices. Client can also access a library of recorded training material on demand through PowerPlan's online user community.

- Webinars are hosted once a month

- Presenter hosts Q&A at end of webinar
- Topics cover various areas of the PowerPlan application
- Webinars are posted to PowerPlan's online user community within one (1) week of scheduled webinar
- Accessible by all employees of Client

Prescriptive Components

In addition to the items outlined above, which are Foundational Components of Premier AMS, 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 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 forgoing 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.

- 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. Any subsequent license or subscription transaction and corresponding initial implementation would be addressed in a separate agreement, and will add to the annual support 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

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

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

- Assistance with third party modifications to the PowerPlan solution are not covered under the Premier AMS. Please reference your software license or SaaS agreement with PowerPlan for acceptable use and access rights of the PowerPlan Licensed Products and 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 is generally structured as a consultative, flexible approach based on Client's needs with respect to PowerPlan's Licensed Products. However, there can be projects defined at times that will go beyond the scope of Premier 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 program is designed to maximize the value you derive from use of the PowerPlan Licensed Products 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 PowerPlan's Software and/or SaaS solutions in order to provide the services described in this Policy and to improve and refine the Premier AMS program 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 Products shall apply to all such components, except that notwithstanding anything to the contrary in your software license or SaaS agreement with PowerPlan:

  o 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 term),

  o 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 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