



PowerPlan Service Level Policy

Version 3.3

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Introduction to PowerPlan Service Levels

PowerPlan believes in providing superior value to customers 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 customer retention rate.

This PowerPlan Service Level 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 PowerPlan solutions when you choose to have PowerPlan operate the computer servers and networks that run PowerPlan’s Software, rather than performing those functions in your own data center.

PowerPlan offers three different hosting options. Please refer to your Order Form to determine your hosting type.

First, PowerPlan offers SaaS, where your subscription rights and Maintenance Services are combined with PowerPlan’s operation of the Platform on which the Hosted Software resides, resulting in your payment of a single, annual SaaS Fee.

Second, PowerPlan offers Cloud Services, where you license the PowerPlan Software and obtain Maintenance Services just as you would if you operated the PowerPlan Software in your own data center, but you also contract with PowerPlan to provide the Platform.

Finally, PowerPlan offers Subscription Services, where your subscription rights and Maintenance Services are combined with PowerPlan’s operation of the Platform on which the Hosted Software resides, resulting in your payment of annual Subscription Fees. With the Subscription Services, the services associated with applying Releases are not included in the Subscription Fees and a separate Statement of Work is required to apply Releases.

This Policy helps to give you the peace of mind in knowing PowerPlan’s obligations related to keeping the PowerPlan Platform up and running, rather than requiring you to be distracted from your own strategic initiatives by operation the PowerPlan Software in your own data centers.

PowerPlan may update this Policy at any time, and the version available at <https://info.powerplan.com/ServiceLevelPolicy> will apply to your subscription for SaaS, Cloud Services, or Subscription Services, as applicable. You should check regularly for updates.

Definitions

The defined terms below are intended to be the same as those in your Agreement. If the defined terms below are different than those in your 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 will have the same meaning as in the Agreement.

“Agreement” means (i) the order form executed by Client and PowerPlan that specifies the SaaS that PowerPlan agrees to provide to Client and accompanying general terms and conditions (frequently, this document is called the Software as a Service (SaaS) Order Form and PowerPlan Software as a Service – General Terms and Conditions), (ii) the applicable licensing agreement that includes a SaaS Services Schedule or Cloud Services Schedule as well as an Order Form for SaaS or Cloud Services, as applicable, in effect between PowerPlan and Client, as amended (frequently, this document is called the Master Software License and Services Agreement), or (iii) the applicable subscription agreement in effect between PowerPlan and Client, as amended (frequently, this document is called the Master Hosted Software Subscription and Services Agreement).

“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 specified in the Agreement, to whom the SaaS, Cloud Services, or Subscription Services is made available.

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

“Deliverables” means documents and materials delivered or made accessible to Client by PowerPlan in the provision of Professional Services.

“Hosted Data” means the data an Authorized User loads into the Hosted Software or processes or stores using the Hosted Software.

“Hosted Software” means the user interface, the underlying database, data architecture, data model, data schema, and data structure, and the Object Code version of the software identified on the Order Form, including all Modifications provided by, or granted access to, by PowerPlan to Client from time to time, which is made available remotely over the Internet via Subscription Services or as part of the SaaS, or is otherwise licensed from PowerPlan and made available through Cloud Services. For the avoidance of doubt, Hosted Software does not include Deliverables.

“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>.

“Maintenance Services” means the support and maintenance services provided by PowerPlan per the Agreement, in accordance with PowerPlan’s then-current Maintenance Policy.

“Modification” means any enhancement, Release, Error Correction, derivative work, or other change.

“Multi-Instance” refers to the Solution Platform which provides a unique database per client with a shared application instance.

“Multi-Tenant” refers to the Solution Platform which provides a shared database and application instance.

“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.

“Professional Services” means the installation, implementation, training, consulting, and other services provided by PowerPlan in accordance with a statement of work or otherwise billed on a time and materials basis.

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

“RTO” means recovery time objective and is the time it would take to restore service to production servers due to the failure of hardware or network.

“RPO” means recovery point objective and is the amount of data from a production database that could be lost due to the failure of hardware or network.

“SaaS” means Software as a Service and includes the Hosted Software, Platform, applicable documentation, and associated Maintenance Services, as indicated in the Agreement. For the avoidance of doubt, SaaS does not include Professional Services or Deliverables.

“Single-Tenant” refers to the Solution Platform which provides a unique database and unique application instance per client.

“Solution Platform” refers to the method in which a Hosted Software module is structured and operationally controlled within the hosted environment.

“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. For the avoidance of doubt, Professional Services are not a component of Subscription Services.

“Termination Date” means the last date service is delivered or as otherwise agreed in writing.

PowerPlan Service Levels

1. **Generally.** During the applicable SaaS Term, Cloud Term, or Subscription Term:
 - a. with respect to production environments, PowerPlan will use commercially reasonable efforts to achieve at least 99.5% availability of the Hosted Software, not including Excused Downtime.
 - b. With respect to non-production environments, PowerPlan will use commercially reasonable efforts to achieve at least 99.5% availability of the Hosted Software during Business Hours, not including Excused Downtime.
2. **Maintenance Services.** PowerPlan’s obligations under this Policy shall exist only during the applicable SaaS Term, Cloud Term, or Subscription Term and so long as Client is entitled to Maintenance Services. This Policy is only applicable to Versions of the Hosted Software for which PowerPlan has the obligation to make Patches available under the Maintenance Policy.
3. **“Excused Downtime”** means any of the following:
 - a. Force majeure events as set forth in the Agreement.
 - b. Data transmission failures outside the control of PowerPlan not caused by PowerPlan’s negligence or willful misconduct.
 - c. Maintenance outages, which are generally conducted between the hours of 8:00 P.M. Saturday to 8:00 A.M. Sunday, U.S. Eastern Time. Maintenance outages include, but are not limited to, the installation of Releases, third-party software updates, and routine server and application configuration changes. PowerPlan reserves the right to plan a scheduled outage outside the regular weekly maintenance window



and will endeavor to provide Client with two (2) Business Days advance notice and limit these occurrences to emergency updates and maintenance or third-party maintenance outages.

4. **Data Disposal.**

a. For Single-Tenant and Multi-Instance Solution Platforms:

If the SaaS, Cloud Services, or Subscription Services, as applicable, are terminated, PowerPlan will erase all Hosted Data in the hosted environment and backups within 60 calendar days from the Termination Date. Backups can be kept for longer per Client's request, subject to additional fees.

During the SaaS Term, Cloud Term, or Subscription Term, as applicable, PowerPlan will delete all backups within 37 months of the original date of the backup.

b. For Multi-Tenant Solution Platforms:

If the SaaS is terminated, PowerPlan will erase all Hosted Data in the hosted environment within 60 calendar days from the Termination Date.

PowerPlan will delete all backups within 37 months of the original date of the backup.

5. **RTO and RPO.** Applies to the production environment only.

a. RTO is estimated to be up to 4 hours.

b. RPO is estimated to be up to 5 minutes.

6. **Database Refreshes.**

a. For Single-Tenant Solution Platforms:

For non-production systems, if Client requests ad-hoc database refreshes, PowerPlan will execute the refresh within 2 Business Days from such request.

b. For Multi-Instance and Multi-Tenant Solution Platforms:

Database refreshes are not applicable.

7. **Exclusions.**

a. PowerPlan will have no responsibility for the quality, completeness, or integrity of any Hosted Data.

b. This Policy is not applicable to Professional Services or Deliverables.

c. Client shall be solely responsible for any software and networking tools that are not provided by PowerPlan. Client's responsibility includes all administrator activities, monitoring of any Client tools, and financial concerns. Client shall be solely responsible, at its expense, for establishing, maintaining, and operating Client's connection to the Internet (the speed of which may have a significant impact on the responsiveness of the Hosted Software), including all computer hardware and software, properly configured web browsers, modems and access lines.

d. RTO and RPO for non-production systems such as development, testing, and training.