



PowerPlan Adoption Services Policy

Version 1.2

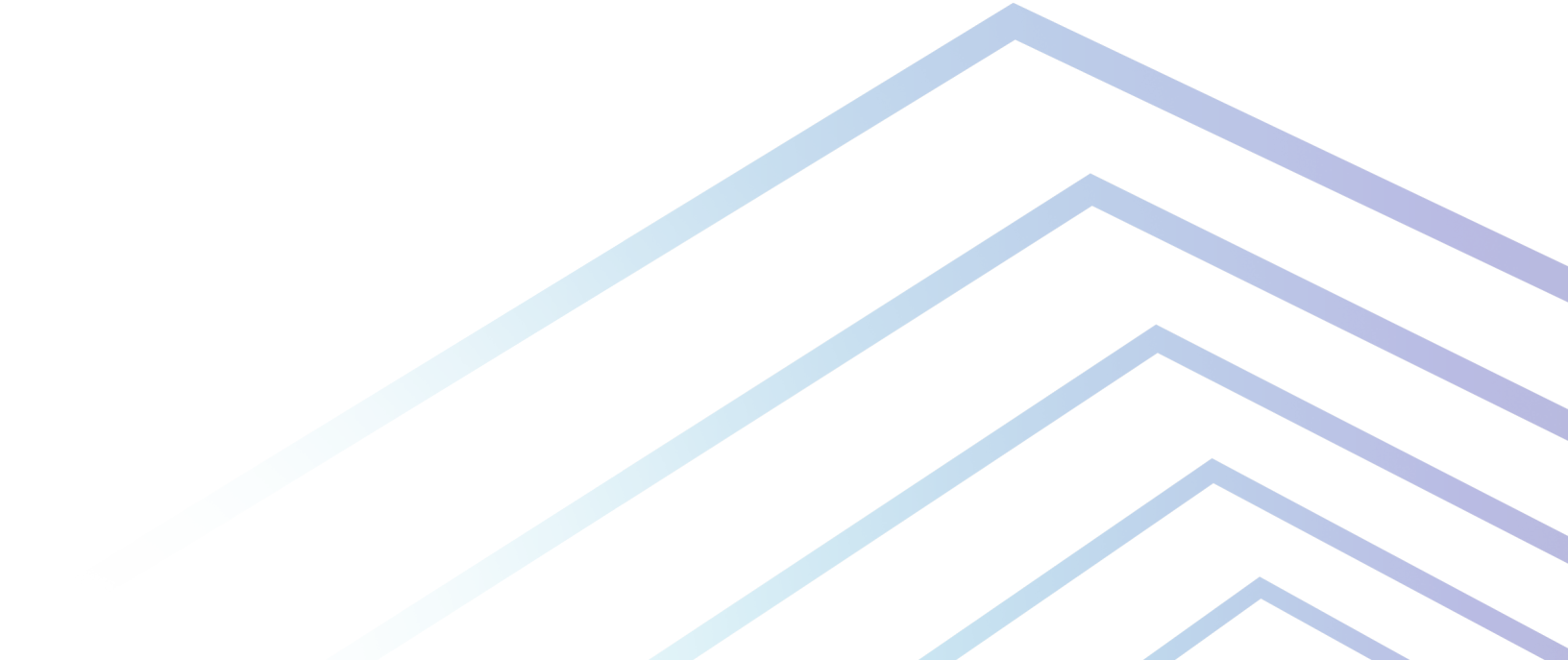
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Introduction to the PowerPlan Adoption Services

PowerPlan believes in providing superior value to Clients through our products, services, and support. We recognize enterprise software as a service (“SaaS”) 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 enviable Client retention rate. PowerPlan’s Adoption Services (“AS”) and Premier Adoption Services (“Premier AS”) are designed to be a partnership between PowerPlan and Clients who want to improve and optimize their current PowerPlan SaaS module(s). Each component was purposefully built to provide Clients the tools to meet their unique needs.

This Adoption 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 AS or AS offering. In this Policy, you will find helpful information about the components of your Premier AS or AS offering.

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

	Premier AS	AS
Dedicated Solution Manager	✓	✓
Solution Support	✓	✓
Release Adoption Services	✓	✓
Advanced Configuration	✓	
Continuous Solution Adoption	✓	
Prescriptive Component	✓	

Premier AS and AS Clients have peace of mind knowing their PowerPlan SaaS module(s) 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 most current version available at <https://powerplan.com/legal> will govern the next renewal of your Premier AS or AS, as applicable. PowerPlan will provide a mechanism to obtain notice of updates, and You should check regularly for updates.

PowerPlan Adoption Services Responsibilities

The Premier AS and AS programs were created for Clients who want additional resources for help with adopting new features and functionality on a more frequent basis to assist with reporting, testing, and operating their PowerPlan SaaS module(s). Premier AS and AS follow the guidelines of the PowerPlan Standard Maintenance Policy for SaaS (“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 AS or AS Term and so long as Client is current on the payment of Premier AS or AS Fees, SaaS Fees,

or other Fees that are inclusive of Premier AS or AS. This Policy uses certain defined terms, which are described in the Maintenance Policy and incorporated into this Policy by reference.

PowerPlan provides Premier AS and AS for all SaaS modules stated in the Premier AS or AS Order Form. PowerPlan's Premier AS and AS responsibilities are more particularly described below. When a Client signs up for an initial term of Premier AS or AS, we will perform an assessment to gather existing documentation for all client specific usage of the SaaS, which allows us to provide timely and high-quality responses.

Adoption Services Offerings

Dedicated Solution Manager (Premier AS & AS)

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

- Assigned PowerPlan Personnel
- Facilitates onboarding
- 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 roadmap of scheduled events

Solution Support (Premier AS & AS)

Solution Support extends the maintenance agreement entitlement for Client specific utilization to provide 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 AS or AS. 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.

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

Release Adoption Services (Premier AS & AS)

The Solution Manager will assist with summarizing PowerPlan release notes and assessing whether any newly released functionality can be leveraged to address the Client's business needs. The release adoption process will include the below entitlements not to exceed 40 hours per year:

- This effort will include up to two (2) new features per Version or Service Pack, not to exceed forty (40) hours total between both features, per year, or as otherwise specified on the Order Form
- Migrate client extensible areas to new release

For Single-Tenant and Multi-Instance Solution Platforms, PowerPlan will provide Client with training and testing support when new releases are applied. PowerPlan will provide testing support in the form of test scripts for newly released functionality, which the Client may leverage,

and test the application after a new release is applied to a client's environment for testing. The following method will be used when testing the application:

- PowerPlan will execute a predefined set of standard tasks, as applicable to the new features. Please reference PowerPlan Adoption Services Testing support document for testing steps performed
- PowerPlan will provide the output results of the new feature
- Client will validate the output results provided by PowerPlan against their expected results

Testing support does not apply to Multi-Tenant Solution Platform.

Advanced Configuration (Premier AS Only)

Client can utilize Continuous Solution Adoption time to configure extensible areas that are not included as part of the initial PowerPlan SaaS module implementation. Elements of extensibility may include:

- Alerts
- Queries
- Dynamic Validations

Continuous Solution Adoption (Premier AS Only)

Client can schedule up to five (5) 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
- Query writing and tuning
- Training on a specific task
- Ad-hoc event guidance

Prescriptive Components (Premier AS Only)

In addition to the items outlined above, which are foundational components of Premier AS, delivered annually to each Client, Premier AS also offers Prescriptive Components to Premier AS Clients that are specifically designed to address strategic business initiatives. Client, with guidance from their Solution Manager, has the option to select one (1) Prescriptive Component to be delivered during the twelve (12) month Term of Premier AS to implement alongside the foundational components. In circumstances where the current Premier AS Term is less than twelve (12) months, the Client will forgo Prescriptive Component delivery for such term. Each Prescriptive Component is limited in scope to no more than forty (40) hours to design, build, and implement. Additional time required for completion may incur services fees or require the utilization of Continuous Solution Adoption hours. Prescriptive Component hours do not count towards the Continuous Solution Adoption hours when limited to the forty (40) hour maximum. Client must select the Prescriptive Component within the first 90 days of the Premier AS Term. Please reference PowerPlan's Prescriptive Component Catalog for a complete listing of options. If Client does not select within the first 90 days, the Solution Manager will select a Prescriptive Component to be delivered. For the avoidance of doubt, failure by Client to select will not entitle

Client to any refund of Premier AS Fees and may result in forgoing the Prescriptive Component deliverable for the current Premier AS Term.

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 AS Term).

All such components are provided “as-is” and in the event any such tools, schema, reports, queries, or other developments 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.

Exclusions

- New Module Installation & Implementation – Only those PowerPlan SaaS modules that are in production and that are functioning as designed (i.e., stable in PowerPlan’s sole discretion and determination) are covered at the time of Client’s enrollment in Premier AS or AS. Any new SaaS subscription and implementation would be addressed in a separate agreement and will add to the annual Premier AS Fees or AS Fees for the remainder of the committed term and beyond as agreed.
- Post Go-Live Sustain Support – Modifications made to the PowerPlan SaaS module(s) via a services engagement (e.g., new module implementation, new process implementation, etc.) are not covered under the Solution Support component of Premier AS or AS until after the project transition to support.
- IT infrastructure, network, hardware, basic workstation maintenance, database management and system administration outside existing SaaS agreement

Additional Notes

- Premier AS and AS 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 AS and AS are generally structured as a consultative, flexible approach based on Client’s needs with respect to the PowerPlan SaaS module(s). However, there can be projects defined at times that will go beyond the scope of Premier AS or AS. If the Solution Manager identifies requirements that go beyond the scope of Premier AS or AS, PowerPlan’s Professional Services team will engage with the Client through a statement of work guided by the Solution Manager.
- PowerPlan’s Premier AS and AS programs are designed to maximize the value you derive from use of your PowerPlan SaaS module(s). In order to enable PowerPlan to provide the most value possible, you authorize PowerPlan to use information regarding your use of PowerPlan’s SaaS module(s) in order to provide the services described in this Policy and to improve and refine the Premier AS and AS programs.

Appendix A

PowerPlan Client Specific Integration, Extensions and Reports

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

**Client specific logic embedded in base integration*