



PowerPlan Standard Maintenance Policy for Subscription Services

Version 3.2

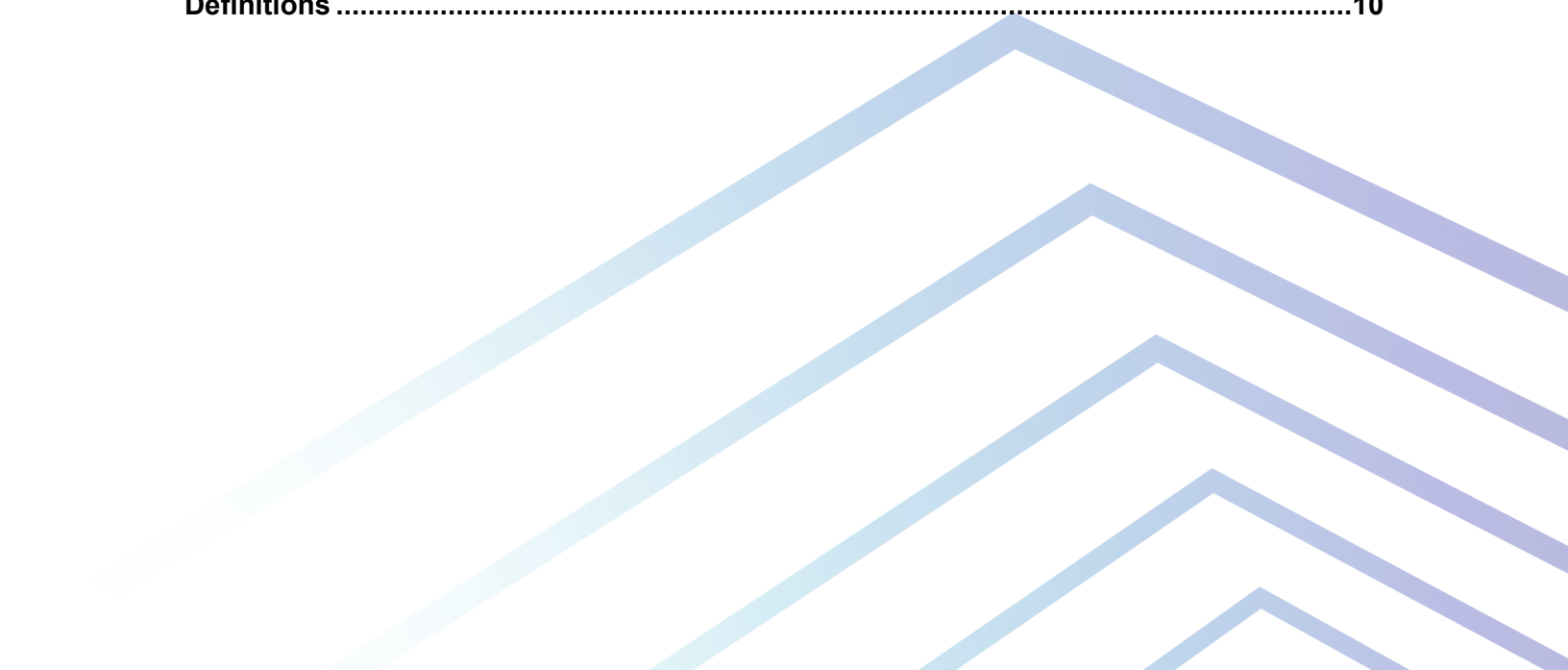
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Introduction to PowerPlan Standard Maintenance for Subscription Services

The PowerPlan Standard Maintenance Policy for Subscription Services (“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
- Providing 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 most current version available at <https://powerplan.com/legal> will govern your Maintenance Services upon your next renewal. PowerPlan will provide a mechanism to obtain notice of updates, and You should check regularly for updates.

Maintenance Services

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

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

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.

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.

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.

Requesting Support

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

The Client Portal is available 24 x 7 for submitting cases, searching for solutions, monitoring the status of open cases, and reviewing closed 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:

- Urgency of the request, including any deadlines.
- 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, error/job/process logs, steps to produce the problem, screenshots, or other output data.
- Description of the problem's frequency, e.g., intermittent or always, and whether it affects one, some, or all Authorized Users.
- Description of the problem's impact to the business.

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 implemented, 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.

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 identifies a reproducible Error, the support analyst will create a defect ticket for the Product Maintenance Team for further action. The support analyst will share the ticket number with the Client and close the support case. Using the results from the support analyst, the Product Maintenance Team will perform further research, programming, and testing to help resolve the Error. 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. Several factors, including viability of the Workaround and case severity, determine whether PowerPlan will schedule an Error Correction for a future Patch, Service Pack, or Version, or if PowerPlan will provide a specific Error Correction to Client.

Default PowerPlan Access

PowerPlan establishes default access to Client environments hosted by PowerPlan to facilitate faster case resolution. Per PowerPlan security standards, production environment access is not provided to any PowerPlan employees outside of the cloud operations team responsible for administering the environments. PowerPlan's Product Support Team is provided read only access to Client's test environment (if applicable) as this environment is used for controlled Client testing under PowerPlan's change management protocol. PowerPlan's Product Support Team should not be able to manipulate the test environment, which could cause a false positive for change management. PowerPlan's Product Support Team is provided read and write access to Client's development environment (if applicable) to triage, troubleshoot, and debug any Errors.

Client may provide application access (read or write) to PowerPlan employees at its discretion.

Client is responsible for any Errors that occur as a result of granting such access. Maintenance Services does not cover any data correction needed because of such Errors.

Copying of Client’s Hosted Environment

If PowerPlan’s Product Support Team is unable to replicate an Error in any of PowerPlan’s internal environments, to continue troubleshooting, PowerPlan will need a copy of Client’s PowerPlan database for PowerPlan’s Product Maintenance Team to complete further triage. Upon written approval by Client, PowerPlan will copy the Client’s PowerPlan-hosted environment outside of the Client-segregated environments and stand it up within an area of PowerPlan’s hosting platform that PowerPlan’s Product Maintenance Team can access and use tools not available to PowerPlan’s Product Support Team.

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 Subscription Agreement, or (d) Client’s hardware or operating system.

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

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

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 support 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 potential after-hours assistance, Client can make a reservation for after-hours assistance in advance by emailing support@powerplan.com. For planned after-hours assistance for activities that fall outside the scope of Standard Support, a reservation is not sufficient to engage PowerPlan resources. Client should coordinate that in advance to ensure that the appropriate PowerPlan resources are available, and any applicable fees are discussed and agreed to in advance, up to and including a statement of work. 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.

A reservation may not be made for more than one (1) day over the weekend or two (2) consecutive business days.

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.

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. New Versions, Service Packs, and Patches exclude new products and/or new functionality for which

PowerPlan generally charges a separate or additional fee.

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 Subscription Agreement or separate SOW.

Supported Products and Versions; Sunsetting Products and Versions

Client may opt to not install a Release when made generally available at its discretion; however, Client must remain on a supported Version. 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.

PowerPlan's product lifecycle contemplates Sunsetting products or Versions, and potentially replacing sunset products or Versions with new products or Versions. As part of the Sunsetting process, PowerPlan may stop developing enhancements and stop including base code in Releases. PowerPlan may, in its sole discretion, offer an option for extended support for products or Versions that have reached their End of Standard Support date. PowerPlan will communicate relevant information about Sunset Milestones dates to affected Clients. For products or Versions that have reached their End of Defect Support date but have not reached their End of Standard Support date, PowerPlan will continue to answer general questions 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 (where available) to receive the code fix or adopt the replacement product (if applicable). Once an End of Standard Support date is reached, Client must procure an extended support plan, if offered, for continued assistance. PowerPlan may not offer an extended support plan option for all products or Versions; if not offered, End of Life will coincide with End of Standard Support.

Client will be responsible for PowerPlan's standard fees in connection with a required Release installation due to a security related requirement to update supporting operating system, hardware, or dependent software.

Right to desupport: It may become necessary as a part of PowerPlan's product lifecycle to desupport certain products, Versions, 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 Sunset Milestones.

Information about historical and announced Sunset Milestones and desupport decisions can be found here: <https://communities.powerplan.com/s/article/PowerPlan-End-of-Maintenance-Services>.

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.

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

¹ 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.

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 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.

System Administration Protocols

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

- Proper change control procedures that cover approval and tracking of changes to the application, database, and operating environments.
- Defined protocol for user management (enablement and disablement).
- Clear understanding of user security management within the PowerPlan solution to support user assignment of security rules.
- Perform regular access reviews per Client’s security policy.

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.

Definitions

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

“API” means PowerPlan’s application programming interfaces, as well as other PowerPlan code

made available through 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 Eastern Time, Monday – Friday, excluding PowerPlan U.S. published holidays.

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

“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, APIs, Integrations, Documentation, or Source Code of the 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.

“End of Defect Support” means that PowerPlan will no longer provide additional Error Corrections, Service Packs, or Patches for a product or Version.

“End of Life” means that a product or Version has been fully deprecated and for such product or Version, PowerPlan will no longer: provide additional Error Corrections, Service Packs, or Patches; answer general questions about; assist in the creation of Workarounds; or offer extended support options.

“End of Standard Support” means that for a product or Version, PowerPlan will no longer: provide additional Error Corrections, Service Packs, or Patches; answer general questions about; or assist in the creation of Workarounds.

“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.

“Maintenance Contact” means Client’s personnel more particularly described in Maintenance Contacts section 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 Software

and APIs pursuant to a subscription for Subscription 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, including creating Error Corrections.

“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 Subscription 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 Subscription Agreement, which is a broad definition of all services to be provided by PowerPlan under the Subscription Agreement.

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

“Standard Support Hours” are 8am – 8pm Eastern Time, Monday – Friday, excluding PowerPlan U.S. published holidays.

“Subscription Agreement” shall refer to the applicable subscription agreement in effect between PowerPlan and Client.

“Subscription Services” means the (i) services that allow Client to access and use the Software only remotely over the Internet during the Subscription Term, and (ii) Maintenance Services. Subscription Services do not include Professional Services or a Software license.

“Sunset Milestones” are certain events that occur during the planned deprecation of products or Versions. Examples include: initial announcement that PowerPlan is Sunsetting a product or Version; End of Defect Support; and End of Life.

“Sunsetting” means the planned deprecation of products or Versions according to a timeline where support activities for such products or Versions are phased out or offered in an alternative manner.

“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.

“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.