



PowerPlan Sustaining Support Policy for Software Licenses

Version 2.0

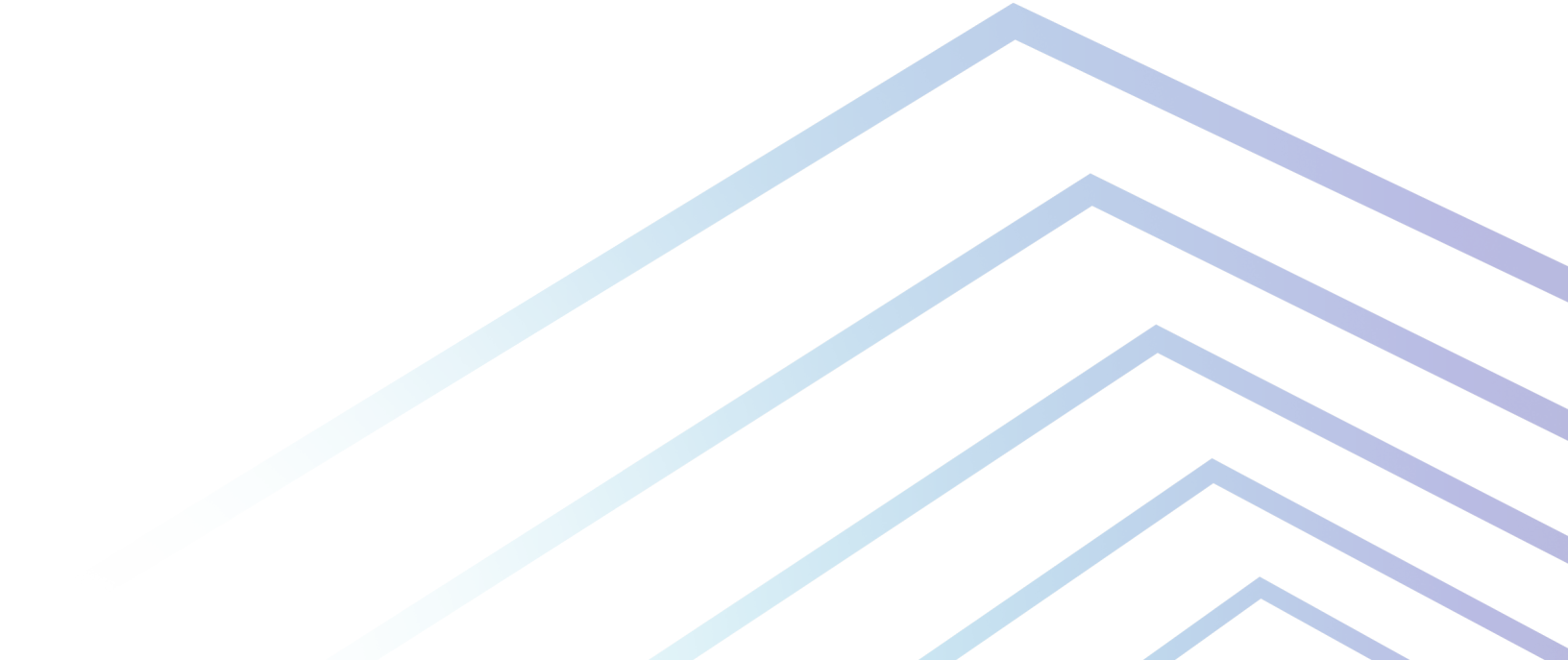
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Introduction to PowerPlan Sustaining Support

The PowerPlan Sustaining Support Policy for Software 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 Sustaining Support, 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 support, 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 Team is comprised of customer-oriented professionals who are excited about collaborating with clients to resolve 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 Sustaining Support upon your next renewal, if offered. PowerPlan will provide a mechanism to obtain notice of updates, and you should check regularly for updates.

Sustaining Support

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

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

PowerPlan Sustaining Support Responsibilities Generally

PowerPlan provides Sustaining Support only for the Software components and APIs that reach End of Standard Support and for which PowerPlan decides to offer an extended support option. PowerPlan’s primary Sustaining Support 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.

Patches related to security updates and changes to accommodate compatibility with other

technology (e.g., Windows and Oracle).

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 Sustaining Support 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 Sustaining Support 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.
- Client’s hardware configuration, operating system, and database version.
- Method of deployment of the application, e.g. Citrix, VM, cloud hosted, etc.
- 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.

Sustaining Support Contacts

Client shall designate a Sustaining Support Contact for each applicable major suite of the Software for which Sustaining Support is procured. Client should also name an IT contact who supports the application. A Sustaining Support Contact may have responsibility for multiple suites of the Software. Client End Users shall report issues to the applicable Sustaining Support Contact for internal Client tracking and troubleshooting. When Client needs assistance from PowerPlan, the Sustaining Support Contact is responsible for reporting the issue to the 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 Sustaining Support Contacts as needed. Sustaining Support Contacts shall report all suspected Errors and Sustaining Support requests, including requests to escalate issues, to PowerPlan. Sustaining Support Contacts must receive periodic training (at Client’s expense) as reasonably determined by PowerPlan from time to time. Sustaining Support 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 Workarounds to repeat Errors. Client shall not allow Authorized Users (who are not Sustaining Support Contacts) to contact PowerPlan for Sustaining Support.

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.

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 or Teams after requesting permission from your team or (ii) independently following your established VPN protocols, if you have provided the necessary accounts, access, and additional security measures such as Multi-Factor Authentication. 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. The machine that houses this development environment must also have the requisite tools to access the Client's PowerPlan landscape (database query tools, application bin and source code, and PowerBuilder). To facilitate faster case resolution, PowerPlan recommends (but does not require) that you provide production database read only access to PowerPlan support analysts.

Severity Levels and Response Time Targets

PowerPlan will make commercially reasonable efforts to provide a Workaround for all Errors that PowerPlan can verify and reproduce. Without limiting the foregoing, PowerPlan is not responsible to provide Sustaining Support 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

Escalation management

The Product Support Team employs 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.

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.

Notwithstanding anything to the contrary, nothing in the foregoing is intended to obligate PowerPlan to provide any Sustaining Support 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.

Availability of Sustaining Support

PowerPlan may provide Sustaining Support for products or Versions that have reached their End

of Standard Support date at its sole discretion.

PowerPlan may not offer Sustaining Support for all products or Versions; if not offered, End of Life will coincide with End of Standard Support.

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>.

Patches

PowerPlan will make new Patches available at its sole discretion.

If Client requires onsite or remote assistance in the installation of a Patch, PowerPlan may provide those services as Professional Services, at its current rates on a time and expenses basis, pursuant to a separate statement of work.

Outside of scope

The following areas are out-of-scope for Sustaining Support:

Service Packs and New Versions	New features, Error Corrections Modifications for changes in regulations, and enhancements to existing features are not developed for products or Versions to which this Policy applies.
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)	Sustaining Support provides 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 an existing statement of work for those Deliverables or for a new statement of work to be executed.

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.

Modified configurations	Sustaining Support provides 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	Sustaining Support provides 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	Sustaining Support provides 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 Sustaining Support 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 Product Support Team and the Sustaining Support Contacts. PowerPlan's education services 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 custom 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 Sustaining Support. Services related to Deliverables are not within the scope of Sustaining Support and will require a separate statement of work 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 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.

- Run database scripts required to apply Releases and/or resolve issues identified jointly by Client and Product Support Team.²
- Establishment of a stand-alone test environment where both Sustaining Support Contacts and support analysts can test solutions and reproduce and troubleshoot any problems.²
- Procedures for periodic and/or on demand refreshing of the test environment with production data to facilitate problem investigation and resolution.²
- Routine system backups of all programs and data.²
- 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.²
- 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.²

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

"Client" means the entity identified on the Order Form. Client may also be referred to in this Policy as "you" or "your".

"Cloud Services" means the services provided by PowerPlan to make the Software available remotely over the Internet during the Cloud Term.

"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

² This is not Client's responsibility for Software deployed via Cloud Services.

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 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 Sustaining Support.

“End of Standard Support” means that for a product or Version, PowerPlan will no longer provide Maintenance Services.

“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 a routine intended to correct the practical adverse effect of an Error or Modification to the Documentation.

“License Agreement” means the Software License Agreement version last updated on or most recently before the Order Form Effective Date and currently posted at <https://powerplan.com/legal> or such other applicable licensing agreement in effect between PowerPlan and Client.

“Maintenance Services” means the services provided by PowerPlan in accordance with its Standard Maintenance Policy for Software Licenses currently posted at <https://powerplan.com/legal>.

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

“Order Form” means the document executed by both Client and PowerPlan that specifies the product(s) or Version that PowerPlan agrees to provide Sustaining Support to Client.

“Patch” means a new, generally available Release of the Software or API that was made available to Client and intended to address security updates and changes to accommodate compatibility with other technology (e.g. Windows and Oracle).

“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 pursuant to a subscription for Cloud Services.

“PowerPlan” means PowerPlan, Inc., or an affiliate of PowerPlan.

“Product Support Team” means PowerPlan personnel who are responsible to respond Client’s initial requests for Sustaining Support, 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 Sustaining Support.

“Professional Services” means the 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 was made available to Client as a part of Maintenance Services.

“Service Pack” means a new, generally available Release to a Version that may have contained Patches and Software or API enhancements, including Software enhancements to address certain changes in laws or regulations, that was made available to Client as a part of Maintenance Services.

“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 Eastern Time, Monday – Friday, excluding PowerPlan U.S. published holidays.

“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 Standard 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.

“Sustaining Support Contact” means Client’s personnel more particularly described in Sustaining Support Contacts section of this Policy.

“Sustaining Support” means the services to be provided by PowerPlan in accordance with this Policy.

“Version” means a new, generally available Release of the Software or API that frequently contained new functionality and was normally released less frequently than Patches and Service Packs that was made available to Client as a part of Maintenance Services.

“Workaround” means a reasonable change in Client’s operating procedures that reasonably minimizes the effects of an Error on the normal operation of the Software or API.