



PowerPlan Service Level Policy

Version 3.9

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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 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 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 most current version available at <https://powerplan.com/legal> will apply upon the next renewal to your subscription for SaaS, Cloud Services, or Subscription Services, as applicable. PowerPlan will provide a mechanism to obtain notice of updates, and 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 the Order Form that specifies the SaaS, Cloud Services, or Subscription Services ordered by Client, and its governing terms and conditions.

“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 Software available remotely over the Internet during the Cloud Term.

“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 Software or processes or stores using the Software.

“Maintenance Policy” refers to the applicable maintenance and support guidelines based on the PowerPlan offering procured by Client and currently posted at <https://powerplan.com/legal>.

“Maintenance Services” means the support and maintenance services provided by PowerPlan per the Agreement, per the 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 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 Software, APIs, Platform, applicable documentation, and associated Maintenance Services, as indicated in the Agreement. 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.

“Software” means the Object Code version of the software identified on the Order Form, including all Modifications thereto. Software does not include Deliverables.

“Solution Platform” refers to the method in which a 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 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.

“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 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 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 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. For the Data Hub product:
 - i. RPO is estimated to be up to 12 hours.
 - ii. RTO is estimated to be up to 24 hours.
- b. For all other products:
 - i. RPO is estimated to be up to 5 minutes.
 - ii. RTO is estimated to be up to 4 hours.

6. **Database Refreshes.**

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

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 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.