

## PROS SLA

### A. Support Guide

#### 1. Introduction

##### Building an Effective Support Relationship

The effectiveness of any support interaction depends upon the technical knowledge, problem-solving skills, and communication skills of both our customers and our Product Support Team.

The purpose of this guide is to help you manage your business more effectively in your support interactions with PROS. We strive to ensure your success by delivering world-class services and support.

##### Best Practices

Based on our experience in supporting customers, we would like to share with you some recommendations and best practices for a highly effective product support relationship.

##### Utilize Self-Help Resources

PROS customers can take full advantage of our self-help tools available within our customer portal, PROS Connect. From our customer portal you can find technical documentation, knowledge base solutions, discuss issues within our forums, and review technical guides and notes.

##### Provide Complete and Accurate Information

Timely issue resolution depends on accurate and timely information. When additional information is requested on your reported issue, please respond as quickly as possible to keep the investigative process moving.

#### 2. PROS Product Support

PROS provides expert technical assistance worldwide through highly experienced professionals committed to customer satisfaction. Our support team has a comprehensive knowledge of our different products.

PROS product support is available in three support levels outlined in the following table:

		STANDARD <sup>1</sup>	PREMIUM	ELITE <sup>2</sup>
Customer Portal Knowledge Base Forum		Yes	Yes	Yes
Incident Submission		Online / Phone	Online / Phone	Online / Phone
Support Availability		8×5 <sup>3</sup>	24×7	24×7
Initial Response Time	Severity 1	2 Hours	1 Hour	15 Minutes
	Severity 2	4 Business Hours	2 Business Hours	1 Hour
	Severity 3	8 Business Hours	4 Business Hours	2 Hours
	Severity 4	5 Business Days	5 Business Days	2 Business Days
Restoration Time Objective		Severity 1: 12 Hours Severity 2: 5 Business Days	Severity 1: 4 Hours Severity 2: 2 Business Days	Severity 1: 2 Hours Severity 2: 1 Business Day

<sup>1</sup> STANDARD LEVEL NOT AVAILABLE FOR RTDP, GSO, ONESEARCH, FASTSEARCH, MERCHANDIZING AND POD.

<sup>2</sup> ELITE LEVEL NOT AVAILABLE FOR O&D, P6, PRICINGCACHE, SMART CPQ, DEAL DESK, OPPORTUNITY DETECTION, CONTROL AND GUIDANCE.

<sup>3</sup> 8×5 SUPPORT IN CUSTOMER'S BUSINESS HOURS ON SEVERITY 2, 3 AND 4 ISSUES. 24×7 SUPPORT ON SEVERITY 1 ISSUES.

### 3. Understanding PROS Product Support Severity Levels

The severity level is a measure of the relative impact of the technical issue on your systems or business. Accurately defining the severity ensures a timely response and helps PROS to better understand the nature of your issue:

**Severity 1 (Critical)** – Occurs when the production instance of the PROS Application deployed in the PROS Cloud Environment is unusable resulting in total disruption of work or other critical business impact, and no work around is immediately available.

- All or a substantial portion of your business critical data in the production system is at significant risk of loss or corruption.
- Severity 1 support requires you to have dedicated resources available to work on the issue on an ongoing basis during your contractual hours, as required.

**Severity 2 (High)** – Occurs when a major functionality of the production or test instance of the PROS Application deployed in the PROS Cloud Environment is severely impaired.

- Operations can continue but in a restricted fashion, although long-term productivity might be adversely affected.
- A major milestone is at risk. Ongoing and incremental installations are affected.
- A temporary workaround is available.

**Severity 3 (Medium)** – Involves partial, non-critical loss of functionality of the PROS product.

- Some product components have impaired operations, but Users can continue using the software.
- Initial installation's milestones are at minimal risk.

**Severity 4 (Low)** – Refers to general usage questions, and feature requests.

- Issues that do not impact application functionality, such as errors in the documentation, user interface, etc.

### 4. Support Request Life Cycle

Whether you contact PROS Support by phone (Toll Free +1-833.504.8969 or +1-713.335.5333) or the customer portal (PROS Connect) at <https://connect.pros.com>, your support request is promptly logged and your issue is assigned to the appropriate support individual.

Support request stages include the following:

- Confirming the issue.
- Collecting information to help troubleshoot the problem.
- Submitting a support request through PROS Connect.
- Working the issue with the PROS Product Support representative.
- Resolving the support request.

### 5. PROS Connect

This system provides the following benefits:

- Provides access to user discussion forums, knowledge base, product documentation and product downloads.
- Provides online self-service capabilities allowing customers to submit, query and report status of requests.
- Provides a unique incident number to track each request.
- Enables assignment of a severity level to effectively prioritize a request based on standard criteria.
- Generates email notifications to the customer's named Users to acknowledge receipt or update of requests and provide a direct link to review the request history.
- Allows requests to be assigned to the appropriate support analysts, ensuring consistent communication throughout the life of the request.
- Enables tracking status of open, assigned, escalated and closed requests; providing reminders to follow up on status updates.

## 6. Working the Issue

A PROS Support representative is assigned to your support request and owns your problem until it is mutually agreed that it is resolved. From time to time, it may be necessary to reassign a support request from one support representative to another to facilitate a timely resolution.

The assigned support representative will contact you via email and/or phone as appropriate during the resolution process. Your responsibility is to have the appropriate people and resources available to work with the PROS support representative during the service hours defined for your support level. The PROS support representative will work with you to resolve the issue, taking whatever steps are necessary to first fully diagnose the problem then to find a solution.

This may involve, but is not limited to, the following:

- Asking you for more information.
- Asking for specific debug information regarding workflow, inputs, etc.
- Trying to reproduce the issue on test machines if applicable.
- Asking for your assistance in reproducing the issue.
- Verifying software bugs with our engineering staff.
- Asking you to implement and test workaround suggestions that may avoid the issue.
- Asking you to involve networking, database, or other technology-specific administrators to help troubleshoot the issue if applicable.

## 7. Viewing and Updating Open Support Requests

You can view the status of support requests you have filed with PROS by logging into PROS Connect. You can add comments or resolve support requests.

## 8. Error (Bug) Report

If you feel you have found an error in a PROS product, you should report that to PROS Product support via the normal support request process.

## 9. Support Escalation

On occasion, customers may request an escalation because they feel their case is not gaining any forward momentum. If that were the case, we encourage you to send an email with the case number and the reason for your escalation to: SupportEscalations@PROS.com. Upon receipt of your request, the support analyst working the case, the support team lead, and the support management staff will be notified. For Severity 1 issues, please call the number above for escalations.

We will normally respond to escalations received during normal business hours, within two (2) hours.

## 10. Support Request Closure

A request is typically marked "resolved" when you confirm that a resolution has been reached or if PROS does not hear back from you after three attempts to contact you over a 30-day period.

## 11. Customer Satisfaction Survey

Your feedback is the only way to measure how well PROS is meeting your expectations. Customer satisfaction surveys give you the opportunity to provide PROS with valuable information to help improve our interactions with you and design support offerings to match your needs.

After a support request is resolved, you will be invited by email to complete a short survey about your experience.

## B. Service Level Agreement

### 1. Definitions

Capitalized terms used in this Document have the same meaning defined in the Subscription and Services Agreement (the "**Agreement**"). In addition, the following terms, when capitalized in this document, will have the meaning defined below:

- "**Application Preview**" refers to a preview, beta, or other pre-release version of a service or functionality in the Application offered by PROS to obtain Customer feedback.

- **"Claim"** means a claim for a Service Credit submitted by Customer through PROS SupportWeb (<https://connect.pros.com>) on the basis of an allegation that the Subscription failed to meet the Service Level(s).
- **"Monthly Uptime"** is the percentage of time in a calendar month during which the production environment deployment of the Application is available, as measured by one or more automated monitor(s) that are defined and implemented in the PROS-designated monitoring system. Monthly Uptime for a calendar month is calculated as follows:

$$\text{Monthly Uptime \%} = \left[ \frac{\text{Total Time} - \text{Unavailability Time}}{\text{Total Time}} \right] \times 100$$

- **"Monthly Uptime Target"** is defined for each Application in each relevant Order Form.
- **"Service Credit"** is the percentage of the monthly Subscription fees specified in Section B.3 (Service Credit Claims) to be credited to Customer following a validated Claim. Where Subscription fees are not calculated on a monthly basis (i.e. annual, quarterly, etc.), "monthly" Subscription fees will be calculated by dividing the Subscription fees by the number of months within each billing period.
- **"Service Level(s)"** are the Service Levels specified in this Section B.
- **"Total Time"** is the total number of minutes in a given calendar month.
- **"Unavailability Time"** is the total number of minutes within a given calendar month during which the production environment deployment of the Application fails to respond to PROS' monitoring systems, for reasons other than the exclusions listed below, or the use of an Application Preview.

## 2. Exclusions

The unavailability of the Application will not be regarded as Unavailable Time if due to:

- Hardware, software, or services not provided by PROS as part of the Subscription;
- Customer's use of the Application in a manner outside the Scope of the Subscription, in a manner inconsistent with the features and functionality of the Application (e.g., attempts to perform operations that are not supported) or inconsistent with the Documentation or other written instructions provided by PROS;
- Faulty input, instructions, or arguments (e.g., improperly formatted data file uploads);
- Acts by persons gaining unauthorized access to the Application through the use of Customer's credentials or equipment, or otherwise resulting from Customer's failure to follow appropriate security practices;
- Other circumstances or events beyond PROS' reasonable control;
- Scheduled Cloud Environment Maintenance of up to ten (10) hours per calendar month;
- Emergency Cloud Environment Maintenance of up to two (2) hours per calendar month.

## 3. Service Credit Claims

If in any calendar month during the Subscription Term the above stated Monthly Uptime Target is not met, PROS will issue Customer a Service Credit against any subsequently accrued Subscription fees for the Application at issue, to be calculated as follows:

$$\text{Service Credit} = \text{Monthly Subscription Fee} \times \left[ 1 - \left( \frac{\text{Monthly Uptime}}{\text{Monthly Uptime Target}} \right) \right] \times 1.5$$

## 4. Service Credit Conditions

- The aggregate monthly Service Credits for any given month during the Subscription Term will not exceed 4% of the Monthly Subscription fee payable by Customer for the Application at issue, in the month in which any Service Level default occurs.
- Claims must be made within the calendar month immediately following that in which any Service Level is not met. Claims will not be accepted, and no Service Credits will be awarded, if a Claim is not filed timely.

- Customer must provide all information necessary for PROS to validate the Claim, including but not limited to detailed descriptions of the circumstances and duration of any Unavailability Time, the affected resources or operations, and any attempts made by Customer to resolve the incident giving rise to a missed Service Level.
- Service Credits are Customer's sole and exclusive remedy for any failure by PROS to meet any Service Level.
- PROS will use all information reasonably available to it to validate the Claim and to determine whether any Service Credits are due.
- If a single triggering event, or causally-related series of triggering events, causes PROS to fail to meet more than one Service Level in a calendar month, then with respect to each set of Service Level defaults caused by such triggering event or causally-related series of triggering events, Customer may only recover the highest individual Service Credit associated with such set of Service Level defaults.
- Service Credits will not accrue, or be payable, during any period in which Customer is in breach of its payment obligations under the Agreement in respect of an undisputed invoice.

### C. Cloud Environment Maintenance

Cloud Environment Maintenance is a normal and necessary operation required for PROS to apply updates and make improvements to the Cloud Environments. Cloud Environment Maintenance will be performed as either:

- **"Scheduled Cloud Environment Maintenance"** – maintenance that is scheduled in advance. Where Scheduled Cloud Environment Maintenance requires that the Application be temporarily unavailable, PROS will provide 72 hours' advance notice.
- **"Emergency Cloud Environment Maintenance"** – maintenance necessary to address a critical issue or failure of an essential infrastructure component requiring immediate action. Where Emergency Cloud Environment Maintenance requires that the Application be temporarily unavailable, PROS will provide notice of such Emergency Cloud Environment Maintenance as soon as practical.

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