

PROS SUPPORT GUIDE AND SERVICE LEVEL AGREEMENT

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 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 customer support relationship.

Utilize Self-Help Resources

PROS customers can take full advantage of our self-help tools available within our customer portal, PROS Connect (<https://connect.pros.com>). 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 Customer Support Service Level Objectives

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. Your Subscription Service support level will be recorded in your Order.

Support Features		STANDARD	PREMIUM	ELITE
Customer Portal Knowledge Base Forum – PROS Connect		Yes	Yes	Yes
Availability Monitoring - https://status.pros.com/		Yes	Yes	Yes
Online Ticket Submission		24/7	24/7	24/7
Support Coverage	Severity 1	24/7	24/7	24/7
	Severity 2 - 4	8x5 at Customer's Support Region	24/7	24/7
Initial Response Time Target	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	2 Business Days	2 Business Days	2 Business Days
Resolution Time Target	Severity 1	12 Hours	4 Hours	2 Hours

Definitions

"Business Day" is Monday through Friday within the Customer's Support Region, excluding regional holidays.

"Customer's Support Region" is determined by the Customer address in the applicable Order. Customer may request a change in the Customer's Support Region via PROS Connect. There may only be one designated Customer Support Region per Customer Subscription Service.

"Initial Response Time" is the period of time from when Customer logs the request by telephone or through PROS Connect until PROS responds to Customer.

3. Contacting PROS Support

Hours of Operation

Standard hours of operation for PROS Support are as follows:

Support Region	Business Hours
Americas	8:00 AM to 5:00 PM Eastern Time (ET) Monday through Friday
Europe and Africa	8:00 AM to 6:00 PM Central European Time (CET) Monday through Friday
Asia-Pacific and Japan	8:00 AM to 5:00 PM Australian Eastern Time (AET) Monday through Friday

Note:
The default Support Region is determined by Customer's address in the applicable Order. Customers may request a change in Support Region via PROS Connect. There may only be one designated Support Region per Customer Subscription Service.

4. 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	Definition
Severity 1 (Critical)	<p>Occurs when the production instance of the Subscription Service is unusable resulting in total disruption of work or other critical business impact, and no workaround is immediately available.</p> <ul style="list-style-type: none">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, as required.
Severity 2 (High)	<p>Occurs when a major functionality of the production or sandbox instance of the Subscription Service is severely impaired.</p> <ul style="list-style-type: none">Operations can continue but in a restricted fashion.A temporary workaround is available which helps mitigate the business impact of the issue.
Severity 3 (Medium)	<p>An issue with the Subscription Service that involves partial, non-critical loss of functionality.</p> <ul style="list-style-type: none">Some product components have impaired operations, but Users can continue using the Subscription Service.Initial installation's milestones are at minimal risk.
Severity 4 (Low)	<p>Refers to general usage questions.</p> <ul style="list-style-type: none">Issues that do not impact functionality, such as errors in the documentation, user interface, etc.

Customer should reasonably self-diagnose each issue and recommend to PROS an appropriate severity level designation. PROS will then validate Customer's severity level designation or notify Customer of a proposed change in the severity level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate severity level designation, this should be promptly escalated through the open ticket.

5. Support Request Life Cycle

Customer's Named Support Contacts may submit an issue to PROS Customer Support by phone (Toll Free +1-833.504.8969 or +1-713.335.5333) or the customer portal at <https://connect.pros.com>, your support request is promptly logged, and your issue is assigned to the appropriate support individual. PROS will respond to each request in accordance with the Initial Response Time for your support level. Initial Response time refers to the period of time from when Customer logs the request by telephone or through PROS Connect until PROS responds to Customer.

Support request stages include the following:

- Confirming the issue.
- Collecting information to help troubleshoot the problem. Please provide as much detail as possible when submitting your request to help us understand and better investigate your request.
- Submitting a support request through PROS Connect and assigning the appropriate severity. For critical and high severity incidents, please include a business justification to help PROS understand the criticality.
- Working the issue with the PROS Support representative.
- Resolving the support request.

6. PROS Connect

PROS customer portal, PROS Connect, provides the following benefits:

- Access to user discussion forums, knowledge base, product documentation and product downloads.
- Online self-service capabilities allowing customers to submit, query and report status of requests.
- 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 Support Contacts 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 all requests; providing reminders to follow up on status updates.

7. Working the Issue

A PROS Customer Support engineer is assigned to your support request and owns your case 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 Customer Support engineer will contact you through your support case, by email and/or by phone, as appropriate, during the resolution process. Correspondence should be documented via the open case to ensure continuity and tracking of the issue. Your responsibility is to have the appropriate people and resources available to work with the PROS Customer Support engineer during the service hours defined for your support level. The PROS Customer Support engineer will work with you to resolve the issue, taking whatever steps are necessary to first fully diagnose the problem and 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.
- Asking you to open additional cases to track issues that are different to the case being worked.

PROS will work diligently toward resolution of the issue taking into consideration its severity and impact on your business operations. Resolution time will depend on the nature of the case and the resolution itself, which may consist of a fix, workaround, delivery of information or other reasonable solution to the support request.

8. Error (Bug) Report

If you feel you have found an error in a PROS Subscription Service, you should report this to PROS Customer 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 sufficient forward momentum. If that is the case, please follow the escalation steps below.

Case escalation steps (not all steps will be necessary in every situation):

- i. Be certain to explain the business impact of your issue in the case.
- ii. Ensure the severity level of your case is correct. If not, please update it or ask the PROS Support engineer to change it.
- iii. Ask the PROS Support professional that owns your case to speak to their manager on duty if you need immediate assistance or if you need help raising the priority of the ticket.

- iv. Send an email with the case number and the reason for your escalation to: SupportEscalations@PROS.com. Upon receipt of your request, the PROS Support engineer, the team lead, and Support management will be notified (response to escalations is normally within 2 hours of receipt of email).
- v. Contact your PROS Customer Success Manager for additional visibility and escalation. This table highlights your key PROS contacts for a support escalation.

First Escalation Path	PROS Support Manager
Second Escalation Path	PROS Support Director
Third Escalation Path	PROS VP Global Customer Support
Fourth Escalation Path	Chief Customer Officer

*If, at any time, the issue you are encountering is a production, system down issue, please raise the severity of your case to Severity 1 to initiate the PROS critical situation process. You can also call Toll Free +1-833.504.8969 or +1-713.335.5333 for escalations.

10. Support Request Closure

A request is typically marked “resolved” when a resolution is provided by PROS. You can close the request through PROS Connect once you confirm resolution or ask for more assistance should you not consider your issue resolved. Once a request is marked resolved, it will automatically be closed 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.

When closing a case via PROS Connect, you will be given the opportunity to complete a short survey about your experience.

12. Support Exclusions

PROS will support functionality that is delivered by PROS as part of the Subscription Service. Support does not include professional services for implementation, configuration, integration or customization of a Subscription Service or custom software development, training or assistance with administrative functions. For all other functionality, and/or issues or errors in the Subscription Service caused by issues, errors and/or changes in Customer's information systems, customizations, and/or third-party products or services, PROS may assist Customer and its third-party providers in diagnosing and resolving issues or errors, but Customer acknowledges that these matters are outside of PROS' support obligations.

13. Resolution Time Target

Resolution Time is the time it takes for PROS Support to resolve a request from the time the Customer logs the incident in PROS Connect. A resolution may consist of a fix, workaround, delivery of information or other reasonable solution to the support request. If during this process, PROS Support is waiting for Customer inputs or actions, the incident will be put into “Waiting for Customer” status, and this period is excluded from calculation of Resolution Time Target. PROS Support will work towards meeting this Resolution Time Target, but given the varying nature of issues, actual resolution time may vary.

14. Product Enhancement Requests

A Product Enhancement Request can be opened when a Customer would like PROS to consider the inclusion of a particular feature or product functionality as part of PROS future roadmap for a Subscription Service. These Product Enhancement Requests should be submitted using the PROS UserVoice forum on PROS Connect.

Service Level Agreement (SLA)

1. Definitions

Capitalized terms have the same meaning as in your PROS Master Subscription and Professional Services Agreement (the “**Agreement**”). In addition, the following terms will have the meaning defined below:

- “**Claim**” means a claim for a Service Credit submitted by Customer by opening a support ticket through PROS customer portal (<https://connect.pros.com>).
- “**Monthly Subscription Fees**” means the total subscription fees actually paid by Customer for the Subscription Service at issue in the month in which the Service Level default occurs. 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.
- “**Monthly Uptime**” is calculated for a given calendar month 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 Subscription Service in the Customer’s Order.
- “**Service Credit**” is the percentage of the Monthly Subscription Fees to be credited to Customer following a validated Claim.
- “**Service Level(s)**” are the Service Levels specified in this Service Level Agreement.
- “**Total Time**” is the total number of minutes in a given calendar month.
- “**Unavailability Time**” is the total number of minutes in a given calendar month during which the production environment of the Subscription Service fails to respond to PROS’ monitoring systems, for reasons other than the Exclusions listed below.

2. Service Levels

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

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

3. Exclusions

This SLA and any failure to meet the Service Levels do not apply where the failure is attributable to:

- hardware, software, or services not provided by PROS as part of the Subscription Service;
- Customer’s use of the Subscription Service in a manner (i) outside the Scope agreed in the Customer Order, (ii) inconsistent with the features and functionality of the Subscription Service (e.g., attempts to perform operations that are not supported), or (iii) inconsistent with the Documentation or other written instructions provided by PROS;
- faulty input data or operations by a User;
- acts by persons gaining unauthorized access to the Subscription Service using Customer’s credentials or equipment, or otherwise resulting from Customer’s failure to follow appropriate security practices;
- circumstances or events outside of PROS’ reasonable control such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised;
- Scheduled Maintenance of up to 10 hours per calendar month for PROS Pricing and Selling solutions, and 5 hours per calendar month for PROS Travel solutions; or
- Emergency Maintenance of up to 2 hours per calendar month for PROS Pricing and Selling solutions, and 1 hour per calendar month for PROS Travel solutions.

Scheduled and Emergency Maintenance do not apply to PROS real time products (PROS Real-Time Dynamic Pricing (RTDP), PROS Real-Time Inventory Connector (RTIC), PROS Real-Time Partner Availability (RTPA), and PROS Real Time Pricing Engine (RTPE), which are always on, 24x7 without any maintenance downtime.

4. Service Credit Claims

- PROS must be notified of any Claims within the calendar month immediately following that in which the Service Level is not met.
- PROS will then promptly:
 - a) determine the root cause or possible root cause of the failure (if known) to meet the Service Level; and
 - b) unless failure is excused, develop a corrective action plan, and submit such plan to Customer for written approval (which will not be unreasonably withheld or delayed) and, following Customer's written approval implement the plan in a reasonable period of time (and in accordance with any agreed timescales).
- The aggregate monthly Service Credits for any given month during the Subscription Term will not exceed 10% of the Monthly Subscription Fees.
- Customer acknowledges that Service Credits are the sole and exclusive remedy for PROS' failure to meet the Service Level.
- When Customer's entitlement of the Service Credit is confirmed by PROS in writing (email permitted), PROS will apply such credit to a future invoice relating to the Subscription Service or provide a refund if no future invoice is due under the Order.
- 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.

5. Termination

If Monthly Uptime under an Order falls below 95% for 4 consecutive months, or for 6 months in any consecutive 12 calendar month period, Customer may terminate the applicable Order through written notice for cause and receive a refund of any prepaid Subscription fees thereunder prorated to the remainder of the pre-paid term. This termination right will lapse if it is not exercised by Customer within 30 days from the time in which either of the foregoing conditions for termination were met. Termination shall become effective 1 month after PROS' receipt of such notice (or any later date set out by Customer in its notice).

Cloud Maintenance

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

- **“Scheduled Maintenance”** – maintenance that is scheduled in advance. Where Scheduled Maintenance requires that the production instance of the Subscription Service be temporarily unavailable, PROS will provide a minimum of 72 hours’ advance notice. You can find details of PROS Scheduled Maintenance and subscribe to update notifications for any outages or other interruption affecting the Subscription Service, on the My PROS Status page on PROS Connect. To access the My PROS Status page, log into connect.pros.com and click the **My PROS Status** link in the navigation bar.
- **“Emergency Maintenance”**– maintenance necessary to address a critical issue or failure of an essential infrastructure component requiring immediate action. Where Emergency Maintenance requires that the Subscription Service be temporarily unavailable, PROS will provide notice as soon as practical.

Disaster Recovery

PROS will provide (i) daily data back-up and recovery of your production environment, (ii) Business Continuity, and (iii) Disaster Recovery. We have near real time replication of production data as part of our Disaster Recovery process and scheduled backups as part of our cloud maintenance. PROS maintains Business Continuity and Disaster Recovery plans for all systems critical to PROS business operations and supporting work with customers. We maintain production and disaster recovery environments to support failover procedures and redundancy requirements.

Part of PROS annual Business Continuity and Disaster preparedness planning activity is to conduct an end-to-end assessment of the Subscription Service and define which systems and operations are critical to maintaining services for our customers. In addition to the Subscription Service, database, network, security mechanisms (i.e. firewalls, monitoring), and backups that are part of the operation, we classify elements of Support Operations, communications and financial systems as mission critical.

For PROS Pricing and Selling solutions, PROS commits to a Recovery Time Objective of 24 hours – measured from the time that the production instance of the Subscription Service becomes unavailable until it is available again - and a Recovery Point Objective of 30 minutes – measured from the time that the Subscription Service becomes unavailable.

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