



# **Winmill PPM**

A Division Of Winmill

## **Winmill PPM Maintenance Policy Handbook**

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## 1 Guiding Principles

### 1.1 Purpose

Maintenance is designed to protect and maximize a customer’s investment in products delivered and supported under the Winmill PPM Managed Services Provider Agreement (Product Offerings). This policy handbook outlines guidelines for engaging with Winmill PPM and describes policies related to the purchase and renewal of entry-level maintenance offerings for the following Winmill PPM products:

- On-demand software (SaaS)
- On-premises software (Cloud Hosted)

The term “maintenance” refers to deliverables and activities within Winmill PPM’s entry-level maintenance offerings, whether obtained as part of the Maintenance Offering associated with a perpetual license or as part of the support associated with a subscription license.

All policies mentioned herein are applicable globally to all Winmill PPM Managed Services Provider Agreement (MSPA) customers. For any questions related to Winmill PPM policies, customers should contact Winmill PPM sales representative or Winmill PPM customer assistance.

## 2 Policy

### 2.1 Maintenance Offerings

This section describes Winmill PPM's maintenance offerings, and the policies related to accessing and using these offerings.

#### 2.1.1 Entry-Level Offerings

Winmill PPM provides a range of entry-level maintenance offerings for its MSA Product Offerings.

##### 2.1.1.1 Software Products (either Perpetual or Subscription Licensed)

Maintenance includes the following deliverables as standard for the maintenance term (if a perpetual license) or subscription term (if a subscription license):

- Essential Support
- Operational Assistance
- Security content updates (for products that require such updates)
- Version upgrades
- Product updates (patches, enhancements, fixes)
- Alternative or replacement products that Winmill PPM may include as part of maintenance
- Documentation
- Self-Service Support (Customer Portal)

An active Maintenance or Subscription Contract is required on an ongoing basis and must be renewed for software products to enable a customer to access content updates for optimal real time functionality.

Winmill PPM makes available Essential Support during the Maintenance and Subscription terms for all Generally Available Versions and Releases of software that Winmill PPM has not designated as End of Service ("EOS") or End of Life ("EOL").

Maintenance or Subscription support purchased or renewed for one license entitlement cannot be used to support a different license entitlement. If a customer applies any patches, enhancements, fixes, upgrades or tools to an unsupported license entitlement, this is a breach of intellectual property rights of Winmill PPM and/or the Original Manufacturer, and a material breach of contract.

Maintenance and Subscription support cannot be purchased for less than 12-month term.

## **2.2 Essential Support Terms and Conditions**

The following terms and conditions apply for Essential Support.

### **2.2.1 Customer Obligations**

**Eligibility:** To remain eligible for Essential Support, you must (i) have a current Maintenance or Subscription agreement, (ii) be using a currently supported version of the Product Offering, and (iii) install the Product Offering in a supported configuration in accordance with the Winmill PPM supplied Offering documentation. Winmill PPM cannot provide Essential Support if you do not notify Winmill PPM of a problem during the maintenance term.

**Communications:** You agree to receive communications from Winmill PPM via email, telephone, and other formats, regarding Essential Support (such as communications concerning support coverage, errors or other technical issues, availability of new releases of the Service Offering or components related to the Product Offering, release notes, recommendations and training options).

**Technical Data:** You shall provide reasonable assistance to Winmill PPM when receiving Essential Support, which may include providing data from the solution, or such other information as may be reasonably required by Winmill PPM to provide Essential Support.

**Technical Contacts:** Your technical contacts must be knowledgeable about the product and your environment, in order to work with Winmill PPM to analyze and work on support cases. If after reasonable efforts, your technical contacts are unable to diagnose or resolve the errors, they may contact Winmill PPM for technical support via phone or web. Your technical contacts are responsible for engaging Winmill PPM Technical Support and monitoring the resolution of all support requests and escalated support cases.

**Supported Configuration:** For on-premises Product Offerings, you shall operate the solution in an environment that solely consists of supported operating systems, hardware platforms, software solutions and applications, firmware levels, databases, devices, device drivers, and Winmill PPM (and/or Original Manufacturer) custom-developed scripts and other configuration elements, as defined in your documentation, or that Winmill PPM (and/or the Original Manufacturer) has otherwise approved in writing, as working in conjunction with and/or supporting the Winmill PPM Product Offering.

**Data and Recovery:** With regard to on-premises Product Offerings, you are solely responsible for management of your data back-up, data recovery, and disaster recovery measures. Winmill PPM will not be responsible or held liable for your internal processes and procedures to ensure

the protection, loss, confidentiality, or security of your data or information. You will maintain an unmodified copy of all Winmill PPM Product Offerings and all related documentation, archival files and configuration files necessary to reinstall, reconfigure, or reconstruct any lost, altered or damaged solution. Winmill PPM and its authorized service representatives will not be liable for any claims and liabilities relating to or arising from a failure of a customer to comply with these requirements.

### 2.2.2 General Inclusions

Essential Support includes:

- Chat, telephone and online access to technical support, where available\*,
- Ability to submit new incidents 24x7x365,
- 24x7x365 continuous support for Severity 1 incidents,
- 24x7x365 access to Customer Portal

\* Subject to compliance with local legal requirements, and as permitted, telephone calls may be monitored and used by Winmill PPM Support for training purposes.

Winmill PPM provides Essential Support to address problems where an offering does not substantially conform to its documentation when used in accordance with its documentation and in a supported configuration. Winmill PPM reserves the right to decide how a resolution may be delivered and in what time frame. If you report a problem and demonstrate a non-conformance with the offering documentation that can be duplicated by Winmill PPM and that is not addressed by a software update, Winmill PPM will aim to resolve such non-conformance. Such resolution may include a workaround or other temporary or permanent fix. In some cases, a workaround is the final resolution. Winmill PPM does not represent or warrant that all non-conformities of the offering will be corrected. Winmill PPM reserves the right to incorporate any resolutions provided to you into future versions of the offering, in its sole discretion.

Winmill PPM is not responsible for any delay or inability to provide Essential Support due to delays you cause or which are caused by network, system or telephone line problems, or by outages, including, but not limited to, power failure or surge, unsuitable physical or operating environment, improper maintenance by you or others, or failure caused by components or technology that Winmill PPM did not supply, or denials of service or any events outside of Winmill PPM's reasonable control.

### 2.2.3 Support Exclusions

The scope of the Essential Support is expressly included in this Handbook. Any other support is deemed excluded. Without limiting the foregoing, you shall not receive Essential Support:

- For execution of product upgrades, installation, configuration, or implementation of any Winmill PPM Product Offerings.
- For products that are not Winmill PPM Product Offerings, and that were not purchased via a Winmill PPM Managed Services Provider Agreement.
- For Product Offerings maintained or repaired by anyone other than Winmill PPM personnel.
- For a problem if you failed to notify Winmill PPM of the problem during the maintenance term.
- For any third-party products not provided by Winmill PPM, including but not limited to, installation, configuration and maintenance of third-party products and interoperability of Winmill PPM Product Offerings with third-party applications, or other services.
- To the extent you obtained non-Winmill PPM technical support through a third-party provider.
- Which in the reasonable opinion of Winmill PPM is necessitated because the Product Offering: (i) has been subject to deliberate act, accident, neglect or misuse, modification, improper programming, power failure or surge, unsuitable physical or operation environment or other than normal use or causes; (ii) utilizes workarounds, components or technology not provided by Winmill PPM; (iii) is used in a configuration which does not support such Product Offering; or in an environment that is not approved for use with the Product Offering, or in which Winmill PPM has not verified that the offering will operate; or where the Product Offering has been tested and is known not to work, or work with limited functionality; or (iv) has not been used and maintained in accordance with the documentation, or deviates from any recommended or required operating procedures.
- In the form of solution training, security solutions enablement, security advisory, managed security or implementation services or the like, and which are available for separate purchase, unless Winmill PPM deems such work to be necessary to resolve a specific case.

## **2.2.4 Essential Support Delivery**

Methods of support delivery are described in the following sections.

### **2.2.4.1 Technical Inquiries**

24x7 continuous support is available for eligible customers for Severity 1 problems only. Lower severity issues are addressed during normal business hours.



#### 2.2.4.2 Non-technical Inquiries

Customers may phone Winmill PPM during regional business hours or log a non-technical case 24x7 through the Customer Portal.

#### 2.2.4.3 How to Report a Problem

- Severity 1 problems may be logged by chat, telephone, or the Customer Portal, where available.
- Severity 2, 3, and 4 problems can be logged through the Customer Portal.

#### 2.2.4.4 Support Response Times

While problems of all severities may be logged on a 24x7 basis, case-handling priority is given to severity 1 problems. Lower ranked severities are addressed within regional business hours. Depending on the time of the day a problem is logged therefore, a response may not be provided until the next regional business day.

Incident Severity	Severity Level Definitions	Initial Call Objective
Severity 1	A incident has occurred where no workaround is immediately available in one of the following situations: (i) your production server or other mission-critical system is down or has had a substantial loss of service; or (ii) a substantial portion of your mission-critical data is at a significant risk of loss or corruption.	30 Minutes
Severity 2	A incident has occurred where a major functionality is severely impaired. Your operations can continue in a restricted fashion, although long-term productivity might be adversely affected.	2 Business Days
Severity 3	A incident has occurred with a limited adverse effect on your business operations.	4 Business Days
Severity 4	A incident where your business operations have not been adversely affected.	8 Business Days

#### 2.2.4.4.1 Assigning Severity Levels

As a designated contact, you are responsible for determining the initial severity level of each problem you log with us. The severity level reflects your assessment of the potential adverse impact to your business and needs to match the definitions described above.

If we determine that the severity level assigned to your case does not align with our definitions, we will re-categorize it to reflect our definitions. As your case progresses, the seriousness of your problem may change and may no longer match the initial severity level you assigned. In such cases, we will also reclassify your case, to reflect our definitions, and will handle your case in accordance with the corrected severity level.

#### 2.2.4.4.2 Continuous Efforts

Eligible customers may request that Winmill PPM provides “continuous efforts” to work on a Severity 1 case. Continuous efforts means that our technical support personnel will provide uninterrupted efforts 24 hours a day including weekends and holidays to address a Severity 1 case.

If you request continuous efforts, our ability to provide such continuous efforts will depend on the availability of your designated contact to continue problem resolution. If you do not request continuous efforts, or if your designated contact is not available to help us, work on your case will stop at the end of your regional business hours and resume at the start of the next business day for your region. Continuous efforts will be performed in English outside of regional business hours regardless of any specific local language support which may have occurred.

**NOTE:** Our initial efforts will focus on making your Product Offering operational, and there may be temporary degradation in performance while we continue to work to address your problem. Continuous efforts apply to severity 1 problems only.

#### 2.2.5 Case Handling

If you identify a problem with your Product Offering, you should contact us through the Customer Portal, chat, or phone where available (severity 1 cases only) to open a technical support case as described in Section 2.2.4, Essential Support Delivery above. Once verified as eligible for technical support, you will need to provide us with all relevant diagnostic information that we may require to replicate or address your problem—such as product or system information, log files, configuration information, error messages, and details about your releases or software version upgrades installed.

You will need to initiate a separate case for each problem, and we will assign a unique case identification number (case number) to each case in our technical services case tracking system.

### 2.2.5.1 Opening a Case

When you wish to open a case, you are required to provide your Winmill PPM support ID. One of our technical support engineers (TSEs) will prompt you for additional information about the problem you are reporting. Winmill PPM uses this information to categorize your case and route it to the appropriate support staff to address the problem.

Your case will be logged in our technical services case tracking system, at the severity level indicated by you, and you will be provided a case number. You will need to use this case number in all future interactions with us about that case.

### 2.2.5.2 Information Required

- Through telephone or email: Provide us with the following information when reporting a problem and ensure you have direct access to the systems you need us to troubleshoot:
  - Your identity
  - Your Winmill PPM support ID
  - Company name, contact information, and location
  - Confirmation that you are a designated contact for the Winmill PPM product in question
  - Name, email address, phone and extension, or pager number
  - A concise summary of the problem you are experiencing:
    - Product information
    - System type and operating system/version (if on-prem)
    - Software serial numbers
    - Network and RDBMS platform (if on-prem)
    - System configuration
    - Software revision levels
    - Node ID/Host ID (if on-prem)
  - Event and process Information (if on-prem):
    - Logs
    - Traces
    - Screen dumps
  - Severity level: See Section 2.2.4.4.1, Assigning Severity Levels
- Through the Winmill PPM Enterprise Customer Portal: When you log a case through the Winmill PPM Enterprise Customer Portal, you will need to follow this basic three step workflow:
  - Select a product
  - Provide details
  - Submit the case

### 2.2.5.3 Monitoring and Updating a Case

The TSE managing your case will update you on your case's status and maintain a current plan of action. You are able to monitor the status of the case and interact with the assigned TSE through the Customer Portal.

If you need to contact technical support regarding an open case, you will need to provide your case number. You may also update your open support case or raise a case concern through Customer Portal.

### 2.2.5.4 Case Closure

- We will close a case under the following circumstances:
  - a. We have provided a solution that addresses your problem
  - b. You have told us that you no longer need us to work on the problem
  - c. We both agree to close the case
  - d. We have repeatedly tried to contact you about your problem and you do not respond
  - e. We make a good faith determination that the problem is likely not resolvable even with the investment of reasonable time and resources
  - f. We determine that your product is operating materially in accordance with its documentation.
  - g. We have explained that we may consider addressing your problem in a future release
  - h. We feel the problem is not caused by the Product Offering
  - i. A workaround mitigates the problem

If you still need assistance on the same problem after we have closed a case, you may open a new case, which we will cross-reference with your original case.

### 2.2.6 Support Resources

Winmill PPM offers extensive support resources.

#### 2.2.6.1 Self-Service Options

■ Customer Portal: Your online resource for all enterprise technical support-related needs and non-technical inquiries. First-time users will need to create an account. Once logged on you can search our create, submit, track, manage, and close technical support cases.

#### 2.2.6.2 Bulletin Subscriptions

Notifications: Winmill PPM support alerts are subscription-based, allowing customers to subscribe and unsubscribe at any time to bulletins about any Product Offering. Available alerts generally include the following but may vary from product to product:

- Hot fixes
- Maintenance packs
- Major and minor releases
- New products
- General support topics: A notification is sent for general topics such as version support policies for products, the introduction of new services, and changes to existing services.

Winmill PPM Service Status: Subscribe to incident and maintenance notices for your Winmill PPM cloud service.

#### 2.2.6.3 Language Cover

Winmill PPM provides technical support in English.

### 2.3 End-of-Service and End-of-Life Policy

End of Service (EoS) refers to the discontinuation of a version of a Product Offering while End of Life (EoL) refers to the discontinuation of a Product Offering.

Winmill PPM may, at its sole discretion, decide to retire any Product Offering from time to time. Winmill PPM has no obligation to provide Support Services for any Product Offering (or a version thereof) after the published date for the End of Life (or the version End of Service).

Winmill PPM declares EoS and EoL when:

- Winmill PPM determines that it will no longer Sell or renew the offering,

- Winmill PPM determines that it will no longer provide operational or technical support, or
- The Original Manufacturer determines that it will no longer develop and provide new enhancements, features, upgrades, service packs, and fixes for the offering, including:
  - a. A version or release of the offering.
  - b. A particular operating system, platform, application, or database for the designated offering.

When a Product Offering has been designated as EoS or EoL, previously published service packs and fixes will continue to be available as part of self-service support for the duration of your remaining agreed-upon Maintenance term or Subscription Support term.

Winmill PPM will make reasonable efforts to provide you with a minimum of twelve (12) months' notice prior to the EoS or EoL date of a Product Offering or a specific version or release. These notifications will be made by product notifications. As available, notifications of a Product Offering's status may include upgrade path information. When organizations are running Winmill PPM Product Offerings that are subject to an EoS or EoL notice, Winmill PPM strongly encourages these customers to upgrade to a GA version or release, on or prior to the EoS or EoL date. EoL notifications may include information regarding options for migrating to an alternative or replacement offering from Winmill PPM, if such options are available. An alternate or replacement Product Offering may provide similar or, in some cases, enhanced functionality.

## **2.4 Stabilization**

Stabilization refers to the process of ending new enhancements, versions, releases, development, or service packs, but other operational and technical support features remain in effect. The features and functionality of a stabilized offering are frozen at the current version or release level.

Customers will receive notification when a Product Offering becomes stabilized. The notification may also include information regarding options for migrating to an alternate or replacement Product Offering, if such options are available. An alternate or replacement Product Offering may provide similar or, in some cases, enhanced functionality.

## **2.5 Advanced Support**

For customers who require a more advanced level of support, Winmill PPM provides Advanced Support offerings. The focus is on timely, and accurate issue resolution by placing a product or product family expert at the center of the customer's tailored support experience.

Winmill PPM will provide a quote for any of these Advanced Support as requested by the customer.

### **2.5.1 Extended Support**

Extended Support gives your organization the flexibility to continue to use Winmill PPM Software products that reach End of Service (EOS) or End of Life (EOL) and still receive the support you need as you work toward upgrading to a GA version/product. Extended Support may only be purchased for Customer's entire EOS environment.

Extended Support may not be available for some Winmill PPM Product Offerings, with Winmill PPM deciding upon the availability of Extended Support from time to time.

### **2.5.2 Designated Support Engineer (DSE) / Dedicated Technical Support Engineer (DTSE)**

For a specific Product Offering, the Designated Support Engineer or Dedicated Technical Support Engineer provides technical support, delivers case reviews, oversees environment health checks, and provides proactive services such as knowledge sharing, life cycle planning and feature optimization.

### **2.5.3 Support Account Manager (SAM)**

For a specific product offering, the Support Account Manager provides you with support experts who become familiar with your teams, use cases, and environment to deliver holistic oversight of your overall support experience including critical support management, assistance, guidance, and recommendations.

### **2.5.4 Technical Adoption Manager (TAM)**

For a specific product offering, the Technical Adoption Manager ingrains a solution expert alongside your teams to assist in identifying your business and IT outcomes along with recommendations for technical capabilities and activities needed to support success.

### **2.5.5 Resident**

For a specific Product Offering, the Resident solution expert provides support advice, proactive planning, and risk management alongside your teams.

## **2.6 Access to Maintenance Benefits**

Customers must have current Maintenance or Subscription entitlement in order to access maintenance or support benefits including content updates, software version upgrades and technical support, both by phone and online.

If renewal is not completed prior to expiration of the Maintenance or Subscription term, customers have no further entitlement to and may not access any maintenance or support deliverables beyond the expiration date of the Maintenance or Subscription term.

Customers are reminded that use of Winmill PPM Product Offerings is pursuant to the Winmill PPM Managed Services Provider Agreement, available at <https://ppm.winmill.com/terms>.

View related policies and maintenance documentation at <https://ppm.winmill.com/terms>.



### **3 Additional Terms**

#### **3.1 Export Regulations**

Customer acknowledges that the technical support is subject to control under U.S. law, including the Export Administration Regulations, and agrees to comply with all applicable import and export laws and regulations. Customer agrees that the technical support (including documentation and technical advice) will not be exported, re-exported, resold, or transferred in violation of U.S. law or used for any purpose connected with chemical, biological, or nuclear weapons or missile applications, nor be transferred if the customer has knowledge or reason to know that the Product Offering(s) are intended or likely to be used for such purpose.

#### **3.2 General Terms**

Winmill PPM reserves the right to use subcontractors for providing Maintenance, Subscription, and Advanced Support Offerings. You consent to this use. Winmill PPM also reserves the right to modify, amend, or withdraw any of its technical support and to vary this handbook from time to time without notice, prior to the end of the current Maintenance or Subscription term. Such changes will not materially diminish the scope of technical support under these terms. The section headings in these support terms are for convenience only and do not affect the interpretation of these terms.

#### **3.3 Revision History**