

**PTC SaaS
Service Level Agreement**

Any capitalized terms used but not defined below have the meanings in the [PTC Master SaaS Agreement](#) (the “**Agreement**”).

“**Downtime**” means the time that the Service is unavailable. Downtime can either be Excused Downtime or Unexcused Downtime.

“**Downtime Percentage**” equals the result obtained by subtracting the Service Availability Percentage from the Service Level Agreement.

“**Excused Downtime**” is downtime due to any of the causes listed below:

- Downtime due to failure of the Internet or Customer’s network, or downtime resulting from third party software hosted by the Customer, or downtime resulting from applications, customizations, integrations or configurations developed for or by Customer that are running on or interacting with Service.
- Planned maintenance or downtime, for which PTC provides Customer advance notification.
- Emergency maintenance or downtime for which PTC will make commercially reasonable efforts to provide Customer advance notification.
- Downtime resulting from a Customer disabling the Service in the case of a Service where the customer can enable or disable the Service or user access.
- Force majeure events.

“**Service Level Agreement**” means 99.5% unless the applicable Service Description specifies a different Service Level Agreement.

“**Unexcused Downtime**” is Downtime that is not Excused Downtime.

- 1) **Service Availability.** PTC commits to service availability, excluding Excused Downtime, for the production Service that meets or exceeds the Service Level Target, measured on a monthly basis.
- 2) **Testing and Calculation.** Service availability is measured by accessing the Service URL from multiple locations every 5 minutes and the pass/fail result is captured for use calculating service availability.

A Customer’s service availability is calculated monthly using the formula:

$$\text{Service Availability \%} = \frac{\text{Minutes in the Month} - \text{Minutes of Excused Downtime} - \text{Minutes of } \underline{\text{Unexcused Downtime}}}{\text{Minutes in the Month} - \text{Minutes of Excused Downtime}}$$

- 3) **Exclusions.** The service availability commitment is only applicable to production Services; it does not apply to any nonproduction environments. The commitment is provided to Customers who are compliant with this Agreement and does not apply to: (a) Customers who are late in payment of fees to PTC under this Agreement, or (b) Beta Services, Eval Services, experimental offerings, or other offerings provided at no charge, or (c) any Third Party Applications within or connected to the Service.
- 4) **Reports for Service Availability.** PTC will make available to Customers a monthly report of availability for the prior month.
- 5) **Credits.** PTC’s entire liability and Customer’s exclusive remedy for any breach by PTC of the above service availability obligation shall be to credit to Customer a portion of its fees for the month during which such breach of obligation occurred, which credit shall be equal to the applicable SaaS subscription fees for such month multiplied by the Downtime Percentage. Such credit will be applied against any outstanding or future fees due for the applicable SaaS subscription during the then-current Service Period. Claims under this SLA Addendum must be made by submitting a written notice within ten business days after the report is made available, in which PTC did not meet the SLA. If Customer fails to timely make a written request for a credit under this provision, no credit shall be due to Customer.