

ITAR or Export Controlled Data Handling Procedures

Many companies in defense-related businesses must follow the U.S. International Traffic in Arms Regulations (ITAR) or may have other export controlled data. If you need to send data to PTC that is covered by ITAR or is otherwise export controlled, follow these steps:

1. Inform the technical support engineer that you will be providing ITAR or export controlled data. PTC will then ensure that the technical support engineer assigned to handle your data (and anyone else at PTC who will handle your data) is a U.S. citizen or permanent resident. PTC will assign your call to another engineer, if necessary, to satisfy this requirement. PTC will also ensure that your data will not be exported outside the United States.

The assigned technical support engineer will then send you the attached Export Controlled Data Transmittal (ECDT) form to fill out.

2. Use this form to list the specific data files that are covered by ITAR or are export controlled. This step is required. PTC will also sign the completed form, as a commitment to safeguard your data.

3. Transfer the controlled data to PTC using one of the methods described in the Sending Data section of the PTC Customer Service Guide (located on www.ptc.com). Agree upon the transfer method with the assigned technical support engineer and in accordance with your company's data transfer policies. When the issue is resolved, PTC deletes the controlled data from any systems where it was stored and destroys or returns any media (such as CDs or tapes) containing the data at your option. (System backup tapes used for systems archival or maintenance purposes may be maintained).

EXPORT CONTROLLED DATA TRANSMITTAL RECORD (“ECDT”)

ECDT DATE:

Case # (if applicable):

Discloser’s Name:

Discloser’s Address:

Discloser’s Representatives:

PTC’s Representatives:

PTC and Discloser agree that the hereafter described Export Controlled Data (which may include ITAR controlled data) shall be held and processed in accordance with the agreement between the parties dated (“Agreement”). In the absence of any such agreement, the data shall be held and handled according to PTC’s standard policies and procedures set forth below.

1. Describe Export Controlled Data disclosed by Discloser. (Be specific: include subject or product, any document title, drawing/document number, date, rev, etc.) Identify visuals, slides and oral disclosures.
2. This ECDT covers the above-described Export Controlled Data to be conveyed commencing on the ECDT Date stated above.
3. All terms and conditions of the Agreement shall apply to the Export Controlled Data disclosed hereunder and nothing contained herein shall be construed as amending or modifying the terms of the Agreement referenced above.

_____ (“Discloser”)

PTC, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Data Handling Policies and Procedures

Upon execution of the ECDT by both Discloser and PTC, Discloser may submit to PTC the File(s) described in the ECDT and PTC will accept the File(s) as set forth below:

Upon receipt of a File transmitted pursuant to the ECDT as described above, PTC agrees that, while PTC is in possession of the File for the purpose of providing the agreed Services to Discloser, PTC will not provide access to or disclose the File to any third party, other than third-party contractors of PTC who are involved in providing such services and are bound to preserve the confidentiality of customer data ("Contractors"). PTC further agrees that, except as necessary for PTC employees and Contractors to provide Support Services to Discloser, PTC will not copy the File(s) and in no event will PTC provide copies of the File(s) to any third party (other than Contractors) without Discloser's prior written consent. PTC further agrees that, upon completion of the agreed Services or upon Discloser's earlier request, PTC will use reasonable efforts to delete or return to Discloser all copies of the File(s) in its possession, provided that PTC shall not be required to delete or destroy any system back-up tapes used only for archival purposes.

In addition to the foregoing, PTC acknowledges that, in order that Discloser may comply with certain obligations owed by Discloser to the U.S. Government, Discloser has requested that PTC restrict access to the Files to employees of PTC and Contractors located in the U.S. who are either (1) U.S. Citizens; or (2) Permanent Residents of the U.S. To accommodate Discloser's request, PTC and Discloser agree as follows:

- a. Upon receipt of the Export Controlled Data/Files listed under the ECDT and transmitted to PTC in accordance with PTC's instructions, PTC agrees that, while PTC is in possession of the Files for the purpose of providing Support Services to Discloser, only PTC employees and Contractors who are U.S. Citizens or Permanent Residents of the U.S. shall be assigned to work with the Data/Files.
- b. PTC has agreed to undertake the obligations set forth above at Discloser's request, which request is necessary as a result of Discloser's obligations to the U.S. Government. Discloser further agrees that the procedures outlined herein shall be applicable only to the disclosure by Discloser and receipt by PTC of the Export Controlled Data/Files transmitted in accordance with the procedures described above and shall not be applicable to the disclosure by Discloser of any other information submitted to PTC, including any additional information submitted to obtain Support Services. PTC makes no warranty or representation concerning the conformance of the procedures outlined herein to any contract, rule or regulation to which Discloser may be subject.