

Hosting Services Terms and Conditions

These Hosting Services Terms and Conditions (“Hosting Terms”) set forth the terms and conditions pursuant to which PTC Inc. provides Hosting Services to paid subscribers of Hosting Services. These Hosting Terms are further part of and are governed by the terms and conditions of the license agreement (“Agreement”) between you (“Customer”) and PTC Inc. or a PTC affiliate (e.g., PTC, Inc. or a PTC local entity). As applicable, the relevant PTC entity shall be referred to as “PTC”. For clarity sake, the “Agreement” may be referred to as a “PTC Customer Agreement” or a “Master Software License and Services Agreement” or otherwise.

The terms and conditions of these Hosting Terms shall prevail over any conflicting or inconsistent terms or conditions contained in the Agreement. Capitalized terms used and not otherwise defined herein shall have the respective meaning set forth in the Agreement. These Hosting Terms are subject to change from time to time to accommodate changes dictated by new technology, changes in business and industry practices and similar events. PTC indicates at the top of the page when these Hosting Terms were last modified or updated. Customer’s continued use or receipt of Hosting Services following such changes will be deemed acceptance of such changes. Upon PTC’s request, Customer agrees to sign a non-electronic version of these Hosting Terms.

1. Hosting Services Availability. Except during periods of system maintenance or force majeure, for as long as Customer is a paid subscriber of Hosting Services, PTC will use commercially reasonable efforts to provide continuous Hosting Services on a twenty-four (24) hours a day, seven (7) days a week basis.

2. Designated Employees. Up to two employees of Customer who have been trained and certified in the use and functionality of the system and are conversant with both the system and the operating environment (the “Designated Employees”) shall be the only persons authorized to contact PTC via its support line (as specified in Section 10(d) below) in connection with Hosting Services. When PTC provides notification of scheduled outages, the Designated Employees shall promptly relay such notification in a timely manner to all of Customer’s end users.

3. Data Center Audits. PTC’s data center for Hosting Services maintains annual SSA-16 certification. Publicly traded companies commonly use SSA-16 audits as proof of compliance with the U.S. Sarbanes-Oxley Section 404 requirements for outsourced services. This extensive and costly audit process is designed to ensure that the data center follows policies, procedures, and business processes recognized as best practices for providing a secure, stable data center environment. Additional audits are not within the scope of Hosting Services.

4. Scheduled Maintenance Outages. Maintenance outages, if necessary, are generally conducted between the hours of 8:00 P.M. Saturday to 8:00 A.M. Sunday, U.S. Eastern Time. Maintenance outages include, but are not limited to, the installation of Updates, service packs and routine server and application configuration changes. PTC reserves the right to plan a scheduled outage outside the regular weekly maintenance window and will endeavor to provide a Designated Employee with forty-eight (48) hours advance notice and limit these occurrences to emergency Updates and maintenance.

5. Server Configuration. PTC will provide a server of sufficient capacity to provide a productive operating environment for the Products. The server will be configured in a redundant disk configuration to help ensure data security and recovery. The operating system will be appropriate to the hardware selected for production and test use. The latest security patches, service packs and anti-virus software will be installed at initial implementation, and updated on a monthly or as needed basis, as applicable.

6. Network Configuration. PTC will provide Customer at least 3MB shared network bandwidth of connectivity. Inbound and outbound traffic will be routed and monitored through PTC-provided firewall(s), switches, routers and load balancers.

7. Physical Security and Environmental Control. PTC uses reasonable industry measures designed to protect the operating environment of the Products against unauthorized physical access and the threats of fire, power, temperature, humidity and other physical forces with the following capability:

(a) Co-location in a secure data center with physical access limited to authorized personnel and protected by multi-level security systems. Other persons are admitted only on an as-needed and supervised basis (such as to maintain hardware components).

(b) Continuous, conditioned power supplied by a redundant power infrastructure, including battery backup systems and diesel-powered generators, with regular system testing for continuous availability.

(c) Redundant HVAC climate control, fire suppression systems and locked cabinets.

8. Data Security.

PTC takes the following measures to protect Customer's data:

(a) Customer data is maintained in secure directories that require access authentication.

(b) PTC performs nightly backups to a network area storage device (NAS). Full system backups and server image backups will be performed on a monthly basis. Monthly system images and data will be securely uploaded and stored off-site at a data management facility. Nightly backups will be retained for 30 days. Monthly backups will be retained for a period of 12 months.

(c) PTC maintains current, production-level virus protection software on all hosted systems. In the event viruses, worms or similar problems are determined to have infected the PTC-hosted system, PTC will use commercially reasonable efforts to restore the system as quickly as reasonably possible.

9. Use of the Internet. Customer acknowledges and agrees that the Internet and communications over it may not be secure and that connecting to it provides the opportunity for unauthorized access to computer systems, networks, and all data stored therein. Data transmitted through the Internet or stored on any equipment through which data is transmitted may not remain confidential and PTC does not make any representation or warranty regarding privacy, security, authenticity, or non-corruption or destruction of any such data. Use of the Internet is at Customer's risk.

10. Customer Care and Quality.

(a) Requesting Support. If Customer experiences a problem, Customer shall first refer to the Documentation and on-line help for possible solutions and suggestions. If Customer is unable to resolve the problem, one of the Designated Employees may initiate support from PTC's technical Hosting Services staff. PTC's contact information is set forth in this Section 10(d) below.

(b) Technical Support Hours. Customer's Designated Employees may contact PTC's technical Hosting Services staff for troubleshooting applications, firewall and similar issues by phone from 8:00 A.M. to 5:00 P.M. U.S. Eastern Time, Monday through Friday, excluding banking holidays and other PTC's observed holidays of which Customer will be made aware. E-mail inquiries and trouble tickets are accepted as well.

(c) Technical Support Process. The support process begins when a Designated Employee notifies PTC's technical Hosting Services staff of a hosting problem and opens a trouble ticket. This notification will require information upon initial contact including, without limitation, the Customer name, case number and a detailed description of the problem. Each support call will be handled by a trained and qualified technical Hosting Services staff member. PTC shall determine, at its discretion, based on availability of staff and experience, whether to allocate Customer's Hosting Services request to a named individual. In order to ensure continuity of service and professional call handling, PTC's shall undertake reasonable efforts not to reassign Hosting Services personnel once they have been assigned to resolving a particular problem.

(d) Hosting Services Contacts. PTC contact information is as follows:

Global Technical Support Center:	2300 Windy Ridge Parkway 450 North Tower Atlanta, GA 30339
Telephone:	(678) 819-4021
Fax:	(678) 565-8767
E-mail:	support@servigistics.com
Web Site:	www.servigistics.com

(e) Prioritization and Escalation. PTC shall use commercially reasonable efforts to resolve each significant hosting problem by providing a Workaround, an object code patch or a specific action plan for how PTC will address the problem, and an estimate of how long it will take to rectify the problem. PTC shall assign a priority level to a problem upon initiation of the case. Estimated maximum resolution times are either the default estimate for similar cases as depicted in the table below or an estimated time agreed to by a Designated Employee and PTC's technical Hosting Services staff. Case priority levels and associated estimated resolution times are as depicted below:

Priority Level	Initial Response	Estimated Maximum Resolution Time
Priority 1 Hosting Problem	1 hour	2 Business Days*
Priority 2 Hosting Problem	2 hours	Next Maintenance Release
Priority 3 Hosting Problem	4 hours	Next Product Release

* Reflects the estimated maximum time, working on a diligent efforts basis, to return Customer to production status, but does not include total administrative time required for a new code release to “general availability” status.

For purposes of these Hosting Terms, (i) “Priority 1 Hosting Problem” means a problem in the hosted environment that causes substantial downtime of the system, or which causes substantial data corruption, or which otherwise renders the hosted Software unusable. Hosting problems given this priority have no viable Workaround; (ii) “Priority 2 Hosting Problem” means a problem in the hosted environment that results in the loss of critical functionality of the hosted Software, but for which a Workaround is available; or non-critical functionality or interface issues for which there is not a Workaround; (iii) “Priority 3 Hosting Problem” means a problem in the hosted environment that can be avoided or detoured with reasonable effort, or general questions regarding the hosted environment; and (iv) “Workaround” means a change in the procedures followed or that Customer supplies to avoid a problem in the hosted environment without substantially impairing Customer’s use of the Software. A Workaround may be either temporary or permanent in nature.

11. Customer Responsibilities.

(a) Customer shall report all suspected problems through the Designated Employees to PTC’s technical Hosting Services staff. Reports will include, at a minimum, (i) the information required for PTC to reproduce the suspected problem, and (ii) the Designated Employee’s name and telephone or email data.

(b) Customer shall assist PTC in PTC’s efforts to resolve problems and confirmed Errors (as such term is defined in the M&S Services Terms) reported by Customer.

(c) Prior to reporting a hosting problem to PTC, Customer shall use commercially reasonable efforts to resolve the end user’s problem.

(d) Only the Designated Employees may request Hosting Services. Customer shall answer its end users’ hosting questions.

(e) Customer shall ensure that any communications or documentation distributed by it to its end users clearly and conspicuously states that end users should call Customer for technical hosting problems related to the hosting environment or the Software. PTC will have no obligation to furnish any assistance, information or documentation directly to end users. If PTC’s technical Hosting Services staff are being contacted by Customer’s end users then, upon PTC request, Customer shall cooperate to stop such contact.

(f) In certain situations, detailed information regarding Customer’s system environment may be necessary to affect a timely resolution. In these situations, and other integration/gateway related issues, PTC may require, in addition to the Designated Employees, the involvement of Customer’s information technology staff to provide the information necessary to assist in problem resolution. Customer shall make such staff available to PTC in a timely manner.

(g) Customer is responsible for properly maintaining the functional operation of its information technology equipment and interfaces, including connectivity to the Internet. Consulting, implementation, integration and support for Customer interfaces, or training services that may be needed for the Customer to take advantage of Product revisions or new Product releases are not within the scope of Hosting Services.

(h) Prior to logging any connectivity problems, Customer shall verify that it is able to reach other popular Internet sites such as Google (<http://www.google.com>) or Yahoo (<http://www.yahoo.com>).

(i) Customer is responsible for virus protection for Customer workstations and all of Customer’s host systems that are networked to those workstations.

(j) Customer must use Microsoft Internet Explorer Browser version 6.0 or higher.

(k) Customer is responsible for configuration of its corporate Internet firewall to allow all necessary ports to be used.

(l) In order to enhance data security:

- (i) Customer shall use utmost discretion in granting administrator privileges.
 - (ii) Customer's end users shall not share their login identifier or password.
 - (iii) Customer's end users shall change their passwords at least every forty-five (45) days.
 - (iv) Customer's end users must select passwords that are at least eight (8) characters long and include mixed alpha and numeric text with at least one special character.
 - (v) Customer shall be responsible for designing, authoring, validating, and approval of all custom reports.
- (m) All Hosting Services are provided in English.