

## PTC CLOUD AND SaaS OFFERING SPECIFIC PROVISIONS

#### **Scope of this Document**

This document sets out various terms and conditions that are specific to particular Cloud and SaaS offerings from PTC. In the event of inconsistency between this document and the PTC quote(s) pursuant to which the Customer purchased the Services (the "Quote"), the Quote shall govern.

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## PTC PLM Cloud Offering

The PTC PLM Cloud is an integrated approach to providing PTC's PLM software as a service (SaaS) in a secure and highly available infrastructure.

The offering is available in three different service packages:

- PTC PLM Cloud Standard: This offering is made available through PTC resellers and provides access to a shared (multi-tenant) pre-configured Windchill environment that enables immediate go-live with users following PTC's best practices. This offering is ideal for smaller customers who have less than 15 users and/or who don't want or need significant customization.
- PTC PLM Cloud Premium: This offering provides customers with a PTC Windchill environment that is dedicated to the customer, support deeper customization (such as with custom workflow processes and custom types) and where the user has more control over timing of upgrades. A minimum of 15 users is required for this dedicated option.
- PTC PLM Cloud Enterprise: This offering provides customers with a PTC Windchill environment that is dedicated to the customer, supports the deepest possible levels of customization and that supports integration with external on-premise and cloud systems such as ERP and CRM. A minimum of 15 users is required for this dedicated option.

Additional information about the capabilities in the tables in the following pages.

Data Export: Upon approaching the end of the Services term (the "Service End Date"), Customer can request up to two data exports: (1) prior to Service End Date an export for purposes of testing the input of that data into Customer's system, and (2) final export at Service End Date. Customer shall coordinate such requests with PTC. The data export includes the information required to redeploy the software in another environment. Depending on the solution purchased, this may include: Database schema export, Directory LDIF export or similar user list export, Enterprise LDAP LDIF export, External file vault(s) contents. Customer may contract with PTC for additional non-standard data export. Fees are quoted respective of each occurrence. PTC will retain Customer's Hosted Data for approximately 30 days following the last extraction, and then another approximately 60 days on backups.

	PTC PLM Cloud Offerings – Included Capabilities					
Туре	Capability	Standard	Premium	Enterprise		
	Viewers can view content created by others but are unable to create or edit any					
Viewer	content (same behavior as Windchill PDMLink view & print)					
	View all web pages with content created in system	<b>√</b>	<b>√</b>	<b>√</b>		
	Search across fields and indexed content and user-defined searches	✓	✓	✓		
	Open for view or print any 2-D or 3-D representation in Creo View Light (cannot save annotations)	✓	✓	✓		
Viewei	Download any office content and any representations created from CAD formats (Native CAD content cannot be downloaded)	✓	✓	✓		
	View created reports (cannot create new reports)	✓	✓	✓		
	View content using PTC Navigate View apps for PLM (the PTC Navigate Apps provide a simplified role-based experience that may be used by some users rather than the Windchill Web-UI)		<b>√</b>	<b>√</b>		
	Contributors have all Viewer capabilities plus the following:					
	Create and manage office documents.  The Microsoft Office Desktop Integration capabilities can be used but must be optionally enabled on request when the cloud instance is configured. Partners are responsible for assisting the customer with configuration of clients and in training for the use of desktop integration functionality.	Contributor license is not available	<b>√</b>	<b>√</b>		
	Create folders, links	1	✓	✓		
Contributor	Open and complete project and workflow tasks	All	✓	✓		
	Create discussion forum postings	contributor	✓	✓		
	Create and save markups/annotations in Creo View Light	functionality	<i>✓</i>	<b>√</b>		
	Create and edit problem reports (but not other change objects)	is supported	<i>✓</i>	<b>√</b>		
	Participate in change process tasks (such as review and approval)	under the	✓	<b>√</b>		
	Participate in change process tasks (such as review and approval)  Participate in project planning activities (update and complete assigned activities)	Author license	<b>√</b>	<b>√</b>		
	Create and complete action items and create subscriptions for notification	-	<b>√</b>	<b>√</b>		
			•	· · ·		
	Authors have all Contributor capabilities plus the following:  Create and manage CAD documents using Creo, AutoCAD, Inventor, and SolidWorks workgroup managers for supported CAD versions  See Creo Version compatibility here  See AutoCAD, Inventor and SolidWorks version compatibility here	~	✓	<b>√</b>		
	See AutoCAD, Inventor and SolidWorks version compatibility here	✓	✓	./		
	Create and manage document configurations and baselines	<b>∀</b>	<b>∀</b>	<b>√</b>		
	Manage simple release through promotion request process	<b>∀</b>	<b>√</b>	<b>∀</b>		
Author	Create and manage collaboration projects  Create and edit change items (change requests, change notices, problem reports,	<b>∀</b>	<b>∀</b>	<b>∀</b>		
	deviations and waivers)					
	Create and edit parts and part structures	<b>√</b>	<b>√</b>	<b>√</b>		
	Create and manage part structure configurations and baselines	<b>✓</b>	<b>✓</b>			
	Create and edit project plans, activities, milestones and action items			<b>√</b>		
	Create and manage team resources	✓	✓	✓		
	Create and manage security labels and agreements			✓		
	Create and manage lot, serial and date effectivities			✓		
Web-based Training	Web-based end user training accessible from PTC PLM Cloud services (all user types).  Topics include: CAD data management, document management, product structure	✓	✓	✓		
	management, change management and project collaboration & management	✓	✓	✓		
	Creo format publishing (3-D Viewables, PDF, IGES, PDES, STL)	<b>∀</b>	./	./		
Publishing	AutoCAD format publishing (No CAD worker required)	· ·	<b>∀</b>	<b>V</b>		
	SolidWorks publishing (SolidWorks node-locked license required)	<b>√</b>	Additional	Additional		
	Inventor publishing (Inventor node-locked license required)	✓	cost	cost		
Languages	English, French, German, Spanish, Italian, Russian, Korean, Japanese, Chinese	✓	✓	✓		
Committed Author minimum	Customers must commit to pay each month for a minimum number of Author users	1 Committed Author	15 Committed Authors	15 Committed Authors		

Storage	Storage included per committed user (Authors & Contributors only)	25 GB	30 GB	50 GB			
Catagory	PTC PLM Cloud Offerings – Customization Support						
Category	Capability	Standard	Premium	Enterprise			
	All customizations must be documented, submitted for review and production release to PTC Cloud Services and follow customization policies.						
	Choose standard version schemes	✓	✓	✓			
	Define custom attributes (only for the system supported types)	✓	✓	✓			
Supported	Define saved searches	✓	✓	✓			
Configurations	Define groups, roles and teams with custom access rules	✓	✓	✓			
	Define object initialization rules	✓	✓	✓			
	Configure custom version schemes		✓	✓			
	Configure lifecycle schemes		<b>√</b>	<b>√</b>			
	Define subtypes with type-specific attributes		✓	√			
	Custom workflow processes  Workflow customizations must be reviewed and accepted by PTC Cloud services.  Workflow customizations which create or edit information may not be accepted to prevent a compromise to data integrity and/or security.		✓	<b>√</b>			
	Custom publishing rules Only those publish rules that are created in compliance with the OOTB "PublishRulesSchema.xsd" schema, will be accepted, based on review and approval by PTC Cloud Services. Additional information about Publish Rules can be found in the Windchill Help Center.		<b>✓</b>	<b>✓</b>			
	Query-builder supported queries		✓	✓			
Supported Customizations	Customizations using out of the Box Info*Engine tasks  Only customizations that query for information are supported. Customizations using Info*Engine to create or edit information are not supported.		✓	✓			
	Customizations using custom Info*Engine tasks  Only customizations that query for information are supported. Customizations using Info*Engine to create or edit information are not supported.			✓			
	Customer directory integrations (e.g., LDAP)  There is a cost associated with setting up and maintaining a VPN for this integration.			✓			
	Customizations requiring code additions			✓			
	Custom Solr indexing policies/rules (default indexing included for all)			✓			
	Systems integrations (to on-premise or cloud systems) Systems integrations are a supported option but there are additional costs			✓			
	associated with setting up and on-going support of the integrations.						
	The following is not supported for all offerings:						
	Site administration access in production system						
	Full organization administration access in production system						
Not Supported	Direct application of customizations to production system						
	Cognos-supported reports						
	Custom apps using PTC Navigate Application Development Kit						
	Automated PDF generation using Adobe LiveCycle						
Optional Service			<b>√</b>	<b>√</b>			
Supported	Data loading (e.g., CAD and document files—partner provided service)		<b>√</b>	<b>√</b>			
(Fee-based services provided by partner and/o PTC)		✓	<b>✓</b>	<b>√</b>			
,	File content extraction (latest versions only)	✓					
Data Extraction			✓	✓			
	Full database extraction/dump		✓	✓			



## **SPM SaaS Offerings**

The PTC SPM SaaS Offerings are an integrated approach to providing PTC's world class SPM software as a service (SaaS).

The offering is available in three different service packages:

- PTC SPM Essentials: This is a SaaS only offering that is tailored to the mid-market and is based on the feature set of SPM Core. It is based on a pre-defined configuration which allows for a rapid implementation and time to value. Customers can extend from Essentials to Core and or Advanced at any time.
- PTC SPM Core SaaS: This offering provides the same features and benefits of our traditional SPM Core solution but with the added benefits of being deployed on the PTC Cloud and managed by PTC. SPM Core SaaS is a prerequisite for SPM Advanced SaaS.
- PTC SPM Advanced SaaS: This offering provides the same features and benefits of our tradition SPM Advanced solution but with
  the added benefits of being deployed on the PTC Cloud and managed by PTC.

The SPM SaaS Services are ordered based upon the value of inventory that is being managed by the SaaS System. This offering is priced in blocks of US\$1 million (or such other currency as may be specified in the Quote), with each quantity unit ordered representing US\$1 million of Customer inventory.

In addition, set forth below are certain limits on Customer's use of the SaaS System. Customer may not exceed any of these constraints.

Feature	Variable	Essentials	Core	Advanced
General	PLP count	see below	see below	see below
Concurrent users	number of concurrent users	150	150	150
Demand Management	history slices*PLPs * number of demand streams	600M	600M	600M
Forecasting - General	forecast slices*PLPs* number of forecast streams	300M	300M	300M
Inventory Optimization	IO scenarios*periods*PLPs	1000M	1000M	1000M
Time phased supply planning	time-phased PLPs * planning horizon	100M	100M	100M
Order Planning	max (levels in part chain + location echelons)	100	100	N/A
Order Planning	max (parts in largest part chain * # locations in largest location echelon)	25000	25000	N/A
Interactive and Order Planning	max (levels in part chain + location echelons)	N/A	N/A	100
Interactive and Order Planning	max (parts in largest part chain * # locations in largest location echelon)	N/A	N/A	25000
Causal Forecasting	product*bom size(parts on BOM)*install sites	N/A	N/A	1000M
Causal Scenarios Forecasting	number of Causal scenarios * product * avg bom * installsites	N/A	N/A	1000M
Scheduled Event Forecasting	products*events*avg event BOM size*installsites	N/A	N/A	500M

#### **Definitions and Functional Limitations:**

<u>Part/Location Pairs (PLPs)</u> – A part/location pair is a part at a location. Each part has the potential to be planned at one or more locations in the network/hierarchy. In SPM forecasting and planning are done for each part at each location where it has been used in the past (demand) or is anticipated to be used in the future (forecast). The total number of PLPs is a factor in system processing and environment sizing.

**SPM Essentials** is limited to 750,000 PLPs.

**SPM Core SaaS** and **SPM Advanced SaaS** can support up to 15,000,000 PLPs. There are 3 sizes with corresponding part numbers for each. The "micro" sized offering supports up to 750,000 PLPs. The "large" sized offering supports 750,001 – 6,000,000 PLPs. The "xxl" sized offering supports 6,000,001-15,000,000 PLPs.

Concurrent Users – The number of users actively using the system at the same time.

<u>Demand Management</u> – Demand history is summarized in slices. Slices are monthly or weekly but the same for all PLPs. SPM Essentials and SPM Core SaaS are limited to 4 demand streams.

<u>Forecasting – General</u> – Forecast slices are monthly or weekly and will be the same as the Demand slices. The number of Forecast Streams will align with the number of Demand Streams.

<u>Inventory Optimization</u> – SPM Essentials and SPM SaaS Core are limited to 3 Single Item Optimization Scenarios. Periods are typically locations. Trigger-Based Supply planning is the other option. The planning horizon determines how far into the future (weeks or months) that supply planning is calculated.

Order Planning – Part chains have a minimum of 2 levels and no maximum. SPM Essentials and SPM Core Advanced only support Global Part Chains only so each Part Chain applies to all location echelons. SPM Essentials is limited to 3 echelons. SPM Advanced Core supports Global and Local Part Chains so not all Part Chains will apply to all location echelons.

Interactive Planning - This feature is only available in SPM Advanced SaaS. The variable and constraint is the same as for Order Planning.

<u>Causal Forecasting</u> – Causal Forecasting uses information about the install base (products, product bills-of-material (BOM), and install sites). The number of products, the number of parts on each BOM and the number of customer locations where products are tracked impacts processing.

<u>Causal Scenario Forecasting</u> – Causal scenarios allow for different versions of forecasts to be simulated.

<u>Scheduled Event Forecasting</u> – Schedule Event Forecasting uses information about planned events (ex. Maintenance). Products, event bills-of-material (BOM), and event schedules, and customer locations drive these forecasts and system processing.

<u>Data Export</u>: Upon approaching the end of the Services term (the "Service End Date"), Customer can request two data exports: (1) prior to Service End Date an export for purposes of testing the input of that data into Customer's system, and (2) final export at Service End Date. Customer shall coordinate such requests with PTC. The data export includes the information required to redeploy the software in another environment. Depending on the solution purchased, this may include: Database schema export, Directory LDIF export or similar user list export, Enterprise LDAP LDIF export, External file vault(s) contents. Customer may contract with PTC for additional non-standard data export. Fees are quoted respective of each occurrence. PTC will retain Customer's Hosted Data for approximately 30 days following the last extraction, and then another approximately 60 days on backups.

## **Service and Parts Information SaaS Offering**

The PTC Service & Parts Information SaaS offering is an integrated approach to providing PTC's world class Service & Parts Information solution in a software as a service (SaaS) model.

The offering is currently available only for the PTC Servigistics InService product (InService). The InService SaaS offering is focused on service and parts content delivery using the InService application. The offering is based on a pre-defined configuration. Customers can load service and parts information content from existing authoring / content management systems to InService using standard product loaders and deliver the information to the service network in a consolidated manner.

The offering includes a remote training/mentoring session with a PTC subject matter expert to help train the customer administrator(s) on system administration, how to prepare the service information for loading and personalize the application for the company specific branding. This training/mentoring session supports the loading of 1 product, up to 500 service documents, and up to 5,000 individual part entries. Additional support, or integrations with other systems, can be contracted upon mutual agreement.

The InService SaaS offering is currently hosted in the following regions. The hosting location in case of global user distribution will be the closest, supported AWS region where the most number of users are located. Pricing is based in part on the hosting location, and so if Customer would like to elect a different hosting location than what was originally quoted, additional fees may be required.

- North America East (Virginia), West (Oregon)
- Dublin, Ireland
- Frankfurt, Germany
- Tokyo, Japan
- Singapore
- Sydney, Australia

The InService SaaS foundation includes hosting of one high availability clustered deployment for production InService environment and a scaled down split deployment sandbox environment for training, testing, development and other non-production purposes.

The licensing model of this offering is based on an initial foundation purchase that includes a specified number of Registered Users. Additional Registered Users may be purchased, either on a committed basis or as overage.

In addition, Customer may purchase Login Events for Public Users, both of which are defined below.

Also, the InService SaaS foundation includes an allocation of data storage. Additional data storage may be purchased, either on a committed basis or as overage.

There are also limits in the offering on data transfer rates for data being downloaded from the offering. The standard offering allows for 3 TB of data transfer per month. Additional data transfer capacity may be purchased, either on a committed basis or as overage.

Overage for Registered Users is measured on a monthly basis. Overage for Login Events is measured on an annual basis.

Registered User – The Service may only be used by individual, named registered users on a password basis. The Customer may add and/or substitute from time to time new registered users as long as the aggregate number of registered users does not exceed at any point in time the number of licenses in effect at such time for that particular product and, provided further, that if a person who was previously a registered user returns to registered user status, a new license fee must be paid to PTC at PTC's then current rates. A license is required for each individual who accesses a Registered User product or the data contained therein, whether directly or through a web portal or other mechanism for "batching" or otherwise achieving indirect access to the Licensed Product or such data. Generic or shared log-ins are not permitted.

<u>Public User</u> – A user of the InService SaaS offering who is not a direct member of customer's service network. Service network includes but is not limited to customer's direct service technicians, authorized dealers and service providers.

Login Event - A login event is an act by a Public User of authenticating with the user credentials to get access to the InService SaaS offering.

<u>Data Export</u>: Upon approaching the end of the Services term (the "Service End Date"), Customer can request two data exports: (1) prior to Service End Date an export for purposes of testing the input of that data into Customer's system, and (2) final export at Service End Date. Customer shall coordinate such requests with PTC. The data export includes the information required to redeploy the software in another environment. Depending on the solution purchased, this may include: Database schema export, Directory LDIF export or similar user list



## **Thingwork Machine Learning SaaS Offering**

"Thingworx Machine Learning Service" is a solution that provides access to a cloud-based service used to analyze information and provide automated predictions. The service is available in four separate capacities, where greater capacity allows more work to be processed in a given time. Each size has a set of resources associated with it, including allotment for storage and outbound network transmission, as set forth in the table below:

Service Size	Entitlements			
	Computer Cores Operating the PTC Software	Storage	Outbound Network	
Thingworx Machine Learning - Small	4 cores	2 GB	20 GB	
Thingworx Machine Learning - Medium	8 cores	5 GB	50 GB	
Thingworx Machine Learning – Large	16 cores	10 GB	100 GB	
Thingworx Machine Learning – Extra Large	40 cores	25 GB	250 GB	

<sup>&</sup>quot;Storage" indicates the amount of data loaded into and created by the SaaS System in a given month. Storage for the operation of the SaaS System is not included in this measurement.

Data Export: Upon approaching the end of the Services term (the "Service End Date"), Customer can request two data exports: (1) prior to Service End Date an export for purposes of testing the input of that data into Customer's system, and (2) final export at Service End Date. Customer shall coordinate such requests with PTC. The data export includes the information required to redeploy the software in another environment. Depending on the solution purchased, this may include: Database schema export, Directory LDIF export or similar user list export, Enterprise LDAP LDIF export, External file vault(s) contents. Customer may contract with PTC for additional non-standard data export. Fees are quoted respective of each occurrence. PTC will retain Customer's Hosted Data for approximately 30 days following the last extraction, and then another approximately 60 days on backups.

<sup>&</sup>quot;Outbound Network" refers to the amount of network data transfer that is being sent out of the SaaS System to the internet in a given month.

## **Thingworx Cloud Offerings**

Assets are categorized in different "Asset Classes," each based on the number of Data Items associated with such Assets. The six Asset Classes and their corresponding Data Item Limitation (Per Asset/Month) are set forth on the Licensing Basis document located at http://www.ptc.com/legal-agreements. Each Asset Class is afforded a maximum File Transfer and Storage capacity as set forth below (subject to increase if Customer purchases additional capacity):

File Transfer and Storage Limits							
	Asset Class 1	Asset Class 2	Asset Class 3	Asset Class 4	Asset Class 5	Asset Class 6	
File Transfer Monthly Limits (Per Asset)	1.5MB	3MB	15MB	30MB	60MB	240MB	
Storage Limits (Per Asset)	4.5MB	9MB	45MB	90MB	180MB	720MB	

<sup>&</sup>quot;Base Fee" (for purposes of Cloud Services) includes hosting of one Test/Development Environment and one production environment, and the applicable cloud services described in this document.

"Committed Assets" (for purposes of Cloud Services) means the minimum number of Assets for which Customer will be required to pay a Cloud Services fee, as specified in the Quote. This does not include Overage Assets.

"File Transfer" means the total megabytes of data transferred via a file format, into and out of the applicable environment from or to an Asset or external system. File formats include, by way of example, log files or configuration files transferred into the Hosted Software, software upgrade or an anti-virus update file transferred from the Axeda Platform, and files transferred to an external server within the Customer's domain (such as to an external SAP system). File Transfer rates are calculated based on the monthly total (i.e., not on a monthly average), measured based on the entire set of Customer's assets (i.e. not a per Asset basis). For example, if Customer has licenses for 100 Class 1 Assets, the File Transfer limitation will be 150MB total File Transfer per month.

"Overage Assets" means the actual peak number of Assets modeled (or represented) or registered within the applicable environment in a given month in excess of the number of Committed Assets.

"Test/Development Environment" (also known as "Sandbox") means a single environment used by Customer solely for training, testing, development and other non-production purposes.

"Storage" means the amount of disk storage used by the Customer across the applicable environment. Storage is calculated based on the total storage based on the entire set of Customer's Assets (i.e. not a per Asset basis). For example, if Customer has licenses for 100 Class 1 Assets, the Storage limitation will be 450MB.

Data Export: Upon approaching the end of the Services term (the "Service End Date"), Customer can request up to two data exports: (1) prior to Service End Date an export for purposes of testing the input of that data into Customer's system, and (2) final export at Service End Date. Customer shall coordinate such requests with PTC. The data export includes the information required to redeploy the software in another environment. Depending on the solution purchased, this may include: Database schema export, Directory LDIF export or similar user list export, Enterprise LDAP LDIF export, External file vault(s) contents. Customer may contract with PTC for additional non-standard data export. Fees are quoted respective of each occurrence. PTC will retain Customer's Hosted Data for approximately 30 days following the last extraction, and then another approximately 60 days on backups.

## **Creo in the Cloud Offerings**

Creo in the Cloud is an integrated approach to providing the full capabilities of PTC's world class CAD software as a service (SaaS) in a secure and highly available infrastructure.

#### Licensing Model:

The Creo in the Cloud software is licensed on a registered user basis, meaning that each individual who is authorized to access the service needs to be assigned their own unique log-in and counts towards the number of users in the system. The registered user licenses will be purchased with the following attributes (as specified in the product description of the PTC quote): (i) package type (Engineer IIIc or Engineer IVc), (ii) instance type (Pro 16GB or Air 8GB), and (iii) number of committed monthly Hours per registered user. An additional attribute is the data center location that the registered user is connected to (determined as specified below).

Engineer IIIc and Engineer IVc. These registered user packages have the following capabilities included:

Package Entitlements	Engineer IIIc	Engineer IVc
Creo Parametric	✓	✓
Flexible Modeling	✓	✓
Manikin	✓	✓
Advanced Assembly	✓	✓
Behavioral Modeling	✓	✓
Mechanism Dynamics	✓	✓
Interactive Surface Design	✓	✓
Piping & Cabling	✓	✓
Simulation		✓
Tolerance Analysis		✓
Mathcad		✓
Storage Allocation (10 GB/User)	✓	✓

#### Allocation and Calculation of Hours:

- There will be aggregate pools of Hours for registered users who are connected to the same data center and on the same instance
  type (all registered users in the same data center and on the same instance type being part of the same "Group"). If the number of
  Hours used by such Group in a contract year exceeds the aggregate number of Hours purchased by Customer for such Group,
  Customer will be charged for the overage.
- Thus, for example, if Customer has 20 registered users (half Engineer IIIc and half Engineer IVc) connected to the US data center on Pro 16GB, and Customer has committed to 30 Hours per month per registered user, such Group can use up to 7,200 Hours in a contract year, and any number of Hours used above such amount will be charged as overage. However, if half of those registered users are instead connected to the EU data center or are instead on Air 8GB, then those users would be in a different Group, and each Group would be able to use up to 3,600 Hours in a contract year.
- Hours may not be shared among different Groups of registered users.
- "Hour" is defined as follows:
  - o Hours are measured in full hour increments.
  - Hours are consumed when an instance type is turned on, regardless of whether the registered user is connected for the full hour or just a part of the hour.
  - Thus, for example, a registered user who accesses the system for five minutes will consume a full Hour. However, if the instance such registered user is accessing is within that hour accessed by the same or another registered user, then such registered user will continue in the Hour previously activated. For example, if registered user #1 accesses an instance for 10 minutes and then logs off, and registered user #2 logs on during the remainder of that hour, registered user #2 will be connected to the same instance and, unless registered user #2 goes beyond the remainder of that hour, no additional Hour will be consumed.
- Unused Hours in a contract year may not be rolled over from one year to the next.

Storage Entitlements: Each registered user may use up to 10 GB of storage space. Storage allocation that is not used by one registered user may not be used by other registered users. Files may be saved outside of the Creo in the Cloud offering in order to minimize storage usage.

<u>Data Backup</u>: Storage will be backed up daily and the backups will be made available for recovery for up to seven (7) days. This requirement supersedes anything to the contrary in the PTC Cloud/SaaS Security and Support document.

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Cloud - SaaS Offering Specific Provisions

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#### Overage Rates:

#### • <u>User Overages</u>:

- O Where more registered users of a particular type (e.g., Engineer IIIc on Pro 16GB in the US data center) access the system than purchased in a given month, Customer will be billed for the additional registered users at the same per user fee as the committed amount, or if no registered users were purchased for that geography, then the overage fee will be PTC's then-current applicable fee for that geography. Thus, for example, if Customer bought ten Engineer IIIc on Pro 16GB in the US data center and had eleven registered users of that type access the system, Customer will be billed for an additional registered user with the same number of committed Hours, regardless of the number of Hours actually used by that registered user.
- o If there are two package types on the same account, Customer will be charged overage at the higher package rate. For example, if Customer purchases five Engineer IIIc and five Engineer IVc users and puts them all in the same account, if an eleventh user accesses the system, the overage fees for that user will be presumed to be Engineer IVc.

#### Hour Overages:

- o For Hour overages among a Group of registered users, the excess number of Hours will be billed at the overage rate specified on the PTC quote.
- For example, if Customer has a Group of registered users who together are allocated 100 Hours in a given contract year, but use 105 Hours in such year, Customer will be billed for the additional 5 Hours.
- As another example, if Customer has ten Engineer IIIc on Air 8GB in the US data center, and Customer sets up a
  registered user on the Pro 16GB instance, then all of such registered user's Hours are overage Hours because Customer
  did not purchase Pro 16GB Hours.
- <u>Data Storage Overage</u>: Data storage overage will not be possible. That is, the system will not permit a registered user to exceed the the number of GB of storage purchased for that registered user.

#### **Geographical Limitation:**

• The pricing for each registered user is based in part on which data center (US, European Union, Japan or Asia Pacific) such registered user is connected to. The data center used will be based on the currency in which the registered user is quoted. For example, a registered user quoted in US dollars will only be entitled to access the PTC US data centers.

<u>Data Export</u>: The design data and other information created in Creo in the Cloud is stored in the 10 GB user specific persistent storage attached to the user account or Windchill PDMLink deployed on premise or in the PLM Cloud managed by PTC. Upon approaching the end of Services term (the "Service End Date"), customer can copy the persistent storage data from each user's persistence storage area to their company network drive. If data is managed in Windchill PDMLink on premise they have complete access and control over the data and if in PLM Cloud they will adhere to the PLM Cloud data export policies. PTC will retain Customer's Hosted Data for 7 days following the Service End Date.

# PTC AgileWorx Offering

The PTC AgileWorx offering is an integrated approach to providing PTC's Agile project management software as a service (SaaS) in a secure and highly available infrastructure.

This offering is provided on a Registered User basis, meaning that the offering may only be used by individual, named registered users on a password basis.

Data Export: Data export is not available for this offering on a standard basis. Any assistance customer requires with data export would need to be on a specifically negotiated basis at the end of the Services Term.