

# **Codebeamer+ and Codebeamer Hosted Service Description**

Your use of PTC's Codebeamer+ Service and/or Codebeamer Hosted Service offering is subject to the terms of the <u>PTC Master SaaS Agreement</u> (the "**Agreement**") as well as the following additional terms. Any capitalized terms used but not defined below have the meanings in the Agreement.

#### **Defined Terms**

"Registered User" has the meaning defined in the Agreement.

"Concurrent User" products are generally "floating," meaning that only one individual person can access a license at any given time.

#### Introduction

The Codebeamer+ Service and Hosted Service allow Users to remotely access and interface, via the internet using supported and properly configured web browsers the Codebeamer software operating on PTC's servers and computer networks.

## **Offering Basis**

Both Services are primarily contracted on a Registered User basis. However, if the product name specifies "Concurrent User," in such case such Service is instead contracted on a Concurrent User basis. In addition, where the contract basis is Concurrent User, Customer must have at least one license of a Concurrent User product for every six individuals who are provided with passwords for such product.

For both offerings, the Customer is eligible to purchase Collaboration licenses in addition to their Full User licenses, regardless of the tier. Mixing licenses between tiers is not permitted (i.e., the Customer cannot purchase both Advanced and Premium licenses). For the Hosted Service, (but not the Codebeamer+ Service), additional terms are specified in the PTC Licensing Basis Table (available at http://www.ptc.com/legal-agreements/on-premise-license-agreements) and will govern the Customer's use of such products.

For the Premium packages of Codebeamer+ Services, the offering shall also include on-premise licenses of Windchill RV&S on a one-to-one basis with Codebeamer Premium SaaS licenses purchased (for Codebeamer Premium Licenses, for which Codebeamer Hosted Services are purchased, the same is provided for the Codebeamer Premium packages via the Licensing Basis Table), and the Windchill RV&S licenses will be the same licensing basis as the corresponding Codebeamer SaaS licenses. For the avoidance of doubt, neither Codebeamer+ Service nor Codebeamer Hosted Service contain the hosting of the Windchill RV&S licenses to which Customer is entitled with the purchase of Codebeamer Premium On-Prem Licenses or Codebeamer Premium SaaS Services. Support for such Windchill RV&S licenses is provided under the On-Prem Support Terms and conditions set out under <a href="PTC On-Premises Terms">PTC On-Premises Terms and Related Documents</a> | PTC.

#### **Version Support**

For the Codebeamer+ Service (but not the Codebeamer Hosted Service), the Customer is required to be on a supported version of Codebeamer. The Customer will be notified at least 60 days in advance before the oldest supported version expires for PTC to initiate the upgrade process.

For the Codebeamer Hosted Service (but not the Codebeamer+ Service), Customer is required to have a current and valid GOLD support contract. Hosted Services support shall apply only if and for so long as the Customer's underlying licenses of the software are current on PTC Support.

## **Data Export**

Once the Service End Date is known, 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 new system, and (2) final export at Service End Date. The Customer shall coordinate such requests with PTC. The data export includes the information required to redeploy the as-is software configuration in another environment. The Customer may, however, contract with PTC for additional non-standard data export for additional fees. PTC will

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retain Customer's Data for approximately 30 days following the last extraction after which time it will be destroyed. One copy of the archived data can be provided during this 30-day period upon customer request. PTC provides exports of Volumes, and exports of the Codebeamer Database in the form of an SQL dump.

# **Back Ups and Restoration**

PTC maintains a comprehensive data backup policy to support Business Continuity and Disaster Recovery best practices. Full system backups are taken daily and stored in geo-redundant locations. Production system backups are maintained for 30 days. Non-production backups are maintained for 7 days.

#### **Disaster Recovery**

In the event of a wide-scale service outage, PTC will work with impacted Customers to determine if the Disaster Recovery protocol should be implemented. If needed, the Recovery Point Objective (RPO) for production systems is 24 hours, and the Recovery Time Objective (RTO) for production systems is 5 days. Non-production systems will be restored as quickly as possible after all production systems are fully restored.

## **Security and Data Privacy**

For security information for this Service, click the policies below for more information on the information security requirements for Azure VMs and AWS EC2 Cloud-hosted instances of the Services. PTC in its sole discretion will choose whether to host the Service using Azure or AWS.

- AWS EC2 Cloud Services and Hosting Policy: <a href="https://www.ptc.com/-/media/Files/PDFs/Codebeamer/Support/aws-hosting-policies-2021-v1-final.pdf">https://www.ptc.com/-/media/Files/PDFs/Codebeamer/Support/aws-hosting-policies-2021-v1-final.pdf</a>
- Microsoft Azure VM Cloud Services and Hosting Policy: <a href="https://www.ptc.com/-/media/Files/PDFs/Codebeamer/Support/ms-azure-cloud-services-and-hosting-policy-1-0.pdf">https://www.ptc.com/-/media/Files/PDFs/Codebeamer/Support/ms-azure-cloud-services-and-hosting-policy-1-0.pdf</a>

Information about data that is collected as part of the Service is located at <a href="www.ptc.com/en/documents/policies">www.ptc.com/en/documents/policies</a>.

# Batching/Shared Logins/Use of Artificial Intelligence

For both offerings, a license is required for everyone who accesses such offering, or the functionality or data contained therein, whether directly or through a web portal or other mechanism for "batching" or otherwise achieving indirect access to the offering or such functionality or data. Generic or shared logins are not permitted. For example, if an offering is licensed on a Registered User basis and Registered Users share their password with people who are not Registered Users, that would contravene the Registered User licensing model and is not permitted.

Without limiting the foregoing, unless Customer has purchased Codebeamer API Access Enablement, the Customer is expressly prohibited from using (directly or via an application created by Customer or a third party) the application program interface of the offering to extract data from the offering for the purpose of training, fine-tuning, or creating an artificial intelligence (AI) model or building a data source such as a Retrieval Augment Generation (RAG), whether for internal use or external distribution.

In the event that Customer receives such permission, all users of any application(s) that leverage such AI model or data source must have a Registered User license to the Service, regardless of whether such users in fact access the Service directly (and in the event Customer acts in contravention of the foregoing restriction, the requirement to assign a Registered User license to such users shall not be PTC's sole remedy). Also, all users of any application(s) that leverage such AI model or data source must only use PTC-supported APIs of the respective Service.

The parties acknowledge that the way the Service structures data and respective databases are proprietary and any permission from PTC to access the Service with application(s) that leverage such Al model or data source is not meant to derogate from the proprietary nature of such data structures and databases.

#### Standard Entitlements

For both offerings, all subscriptions include access to one Production Instance and one Non-Production Instance. Additional Non-Production Instances may be added to the subscription, as purchased, and temporary Non-Production instances may be granted at

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the Customer's request. A given subscription may only have a single Production Instance. If Customer requires multiple Production Instances, for example to support different business units that require incompatible configurations, a separate Production Instance is required for each. The Customer may specify the URL Prefix for each instance, with the URL Suffix ending in <.codebeamer.com>.

# Codebeamer+

#### **Standard Support**

For Customers of PTC's Codebeamer+ Services, the terms and conditions contained in the Support Terms and Conditions for PTC SaaS Offerings shall apply.

# **Service Level Agreement**

The PTC Service Level Agreement shall apply to this Service at PTC's standard 99.5% uptime.

#### **Data Storage Entitlements**

The Codebeamer+ Service includes an allocation of storage per User (5GB of storage shared between Production and Non-Production per Full User, with none allocated for Collaboration Users), measured in the aggregate across all Customer environments.

# **Codebeamer Hosted**

#### Standard Support

For Customers of PTC's Codebeamer Hosted Services, the terms and conditions contained in the Support Terms and Conditions for PTC SaaS Offerings shall not apply. Instead, the terms and conditions under <a href="https://intland.com/technical-support/">https://intland.com/technical-support/</a> for Codebeamer product support shall apply accordingly to the Codebeamer Hosted Services.

#### Service Level Agreement

The PTC Service Level Agreement shall not apply to this Service. PTC will apply commercially reasonable efforts to monitor and maintain the availability of the Service.

#### **Data Storage Entitlements**

The Codebeamer Hosted Service includes the following allocation of storage based on the package purchased:

- The Basic package, up to 19 users, receive 50 GB simple storage across the aggregate across all Customer environments.
- The Standard package, with 20-100 users, receives 200 GB simple storage across the aggregate across all Customer environments.
- The Enterprise package, with 100+ users, receives 200+ GB simple storage across the aggregate across all Customer environments, with a Code Base limit of 1TB.

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