

## Service Level Agreement

### Hosting Services

Centric Software shall provide Hosting Services for Centric PLM products in accordance with this Service Level Agreement (hereafter “SLA”). Centric Software reserves the right to subcontract with qualified third persons for part or all of the Hosting Services.

1. Definitions. Capitalised terms, unless otherwise defined below, shall have the same meaning as in the MLA.

“**Availability**”: means the ability for the Customer to be logged onto the production environment of the Hosting Services.

“**Downtime**”: means:

- Scheduled events for preventive or corrective maintenance, such as applying patches, service packs, upgrades, backups, indexing, etc
- emergency service interruptions which may happen at any time without notice in order to fix a critical problem. Critical problems may include, without limitation:
  - attacks on the Hosting Services (including a denial-of-service attack),
  - Customer’s use of Hosting Services disrupting Hosting Services or creating a security risk to Centric Software or to any Centric Software customer,
  - harming of Centric Software systems or any Centric Software customer’s systems,
  - creating a likely risk of the foregoing, or
  - using the Hosting Services for fraudulent or illegal activities
- outages caused by the failure of public network, communications components, or factors outside of Centric Software’s reasonable control,
- unauthorized use or misuse by Customer’s Users or anyone using any of the Users’ passwords,
- Force Majeure events as described in the Agreement,
- Failure of Customer’s equipment or third-party computer hardware, software, or network infrastructure
- Any interruption which is the result of a Customer request.

2. Third Party Software. In connection with the Hosting Services, Centric Software provides certain third party software to Customer (including but not limited to: Licenses for Windows Server and SQL Server database and related software), and such software is licensed to Centric Software. Centric Software grants Customer a personal, non-exclusive, non-transferable license for the Subscription Term of the Hosting Services to use such software in object code form only, on the hardware upon which it is installed, for the sole purpose of enabling Customer to use the Hosting Services. Customer acknowledges and agrees that title to all such software remains with Centric Software and/or Centric Software’s suppliers, if any, that the content and design of such software are valuable trade secrets, and that Customer may use such software only for purposes of the Hosting Services.

3. Temporary Suspension. Centric Software may temporarily suspend the Hosting Services for maintenance purposes.

4. Hosting Services description. Hosting Services include only the following:

Standard Hosting	Premium Hosting
<u>Internet Connection</u> – 100 MBps through multiple connections for redundancy/failover	<u>Internet Connection</u> – a minimum of 100 MBps Connection through multiple vendors for redundancy/failover
<u>Monitoring:</u> <ul style="list-style-type: none"> <li>• Servers and network are monitored 7x24</li> <li>• Events detected are automatically forwarded to on-site and/or on-call support staff immediately</li> <li>• Multiple, geographically dispersed monitoring systems for redundancy</li> </ul>	<u>Monitoring:</u> <ul style="list-style-type: none"> <li>• Servers and network are monitored 7x24</li> <li>• Events detected are automatically forwarded to on-site and/or on-call support staff immediately</li> <li>• Multiple, geographically dispersed monitoring systems for redundancy</li> </ul>
<u>Hardware Availability &amp; Monitoring:</u> <ul style="list-style-type: none"> <li>• Hosting Services hardware availability and monitoring is provided 7x24.</li> <li>• Repair of hardware failures is provided 5x16.</li> <li>• Any repairs requested outside of such hours shall be billed on a time and materials basis</li> </ul>	<u>Hardware Availability &amp; Monitoring:</u> <ul style="list-style-type: none"> <li>• Hosting Services hardware availability, monitoring, and repair of hardware failures is provided 7x24.</li> </ul>
The activities below shall be provided by Centric Software regardless of who is the hosting provider. Unless otherwise stated below, the activities below are only provided during the support coverage hours of the underlying Maintenance Services level	The activities below shall be provided by Centric Software regardless of who is the hosting provider. Unless otherwise stated below, the activities below are only provided during the support coverage hours of the underlying Maintenance Services level

purchased by Customer. Services requested by Customer outside of these hours shall be billed on a time & materials basis.

- Monitoring Centric 8 application runtime services;
- Configuring, adjusting and restarting services as necessary;
- Applying Centric PLM configurations;
- Applying Centric PLM patches;
- Applying Centric PLM modules;
- RDBMS Service monitoring: 7x24 w/checks every 10 min;
- RDBMS Management: Daily re-indexing of database for system optimization;
- Coordinated application backup;
- Application reset/ restart as needed; AND
- Centric Application Data Backups: Weekly Full, Daily Incremental

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- Centric Application Data Backups: Weekly Full, Daily Incremental

Software application Data Backups:

An application outage can be caused by man or nature but the results of any outage is the potential loss Customer Data. Should the Customer Data stored by the Software be lost, for whatever reason, a backup copy of the Customer Data allows the application to be recovered to an acceptable point in time for the business.

As part of the Standard Hosting Services, a backup process is provided for Production environments as follows:

- Weekly Full,
- Daily Incremental

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- Weekly Full,
- Daily Incremental

Software application Data Backups:

Centric PLM has multiple components requiring periodic backup. The table below details the components and their associated backup schedule.

Production Back Up process:

Component	Point in Time Recovery	Point in time Recovery period	Daily Backup (full snapshot)	Backup Cycle Retention (d)
Database	Y	15 days	Y	35
Filevault	N	N/A	Y	35
WebAccess	N	N/A	Y	35
HSE DB	Y	15 days	Y	35
CL DB	N	N/A	Y	35
QRA DB	Y	15 days	Y	35
Process Mgmt	N	N/A	Y	35
C8 Distribution Hub	N	N/A	Y	35

‘Point in Time’ recovery allows a database to be restored to a specific point in time up to 15 days prior to the last transaction. Last transaction is within ten minutes of a database failure/loss.

Non – Production Back-up Process:

Component	Point in Time Recovery	Point in time Recovery period	Daily Backup (full snapshot)	Backup Cycle Retention (d)
Database	N	N/A	Y	15
Filevault	N	N/A	Y	15
WebAccess	N	N/A	Y	15
HSE DB	N	N/A	Y	15
CL DB	N	N/A	Y	15
QRA DB	N	N/A	Y	15
Process Mgmt	N	N/A	Y	15
C8 Distribution Hub	N	N/A	Y	15

Hardware & Virtual Servers:

- Hardware configuration pursuant to Centric Software’s recommended sizing based on initial projected usage.
- Centric Software reserves the right to modify hardware sizing based on actual usage. Additional fees may apply.

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- Virtual Server(s) configured with hardened OS, Web Server, Application Server, Database Server and sized to meet anticipated usage profile of the Customer.
- These are the current hardware configurations and limits for Standard Hosting Services (subject to change):

Service Provided	Max User Count	Database Files Disk Size Max (GB)	FileVault Files Disk Size Max (GB)
Standard: Small1	50	50	250
Standard: Small2	150	75	350
Standard: Medium1	250	100	500
Standard: Medium2	500	250	1000
Standard: Large	1000	NA	NA

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- These are the current hardware configurations and limits (subject to change):

Service Provided	Max User Count	Database Files Disk Size Max (GB)	FileVault Files Disk Size Max (GB)
Premium: Small1	50	25	250
Premium: Small2	150	75	350
Premium: Medium1	250	125	500
Premium: Medium2	500	250	1000
Premium: Large	1000	1000	4000
Premium: X Large	Quote3	Built to Order	Built to Order

## 5. Hosting Services Availability

Centric Software’s commitment is to provide Availability of the Hosting Services for a minimum of the “Service Availability” percentage in the tables below, calculated per month in accordance with the formula indicated in the paragraph below. The tables below also provide information about the different hosted server types offered by Centric Software.

### Standard Managed Hosting Services:

Service Provided	Max User Count	Service Locations	Service Availability	Failure Hours Covered*	Service Availability commitment
<b>Standard: Small 1</b>	50	US West – CA	7 x 24	As per the level of Maintenance Services acquired by Customer	99.25%
<b>Standard: Small 2</b>	150	US West – CA			
<b>Standard: Medium1</b>	250	US West – CA			
<b>Standard: Medium2</b>	500	US West – CA	NA	NA	NA
<b>Standard: Large</b>	1000	Not Offered			

### “Premium” Hosting Services:

Service Provided	Max User Count	Service Locations	Service Availability	Failure Hours Covered	Target Service Availability – (Premium)
<b>Premium: Small1</b>	50	Global locations	7 x 24	As per the level of Maintenance Services acquired by Customer	99.5%
<b>Premium: Small2</b>	150	Global locations			
<b>Premium: Medium1</b>	250	Global locations			
<b>Premium: Medium2</b>	500	Global locations			
<b>Premium: Large</b>	1000	Global locations			
<b>Premium: X Large</b>	Quote	Global locations			

## 6. Service Credits (applicable to Premium level of Hosting Services only).

- The percentage of monthly Service Availability commitment is calculated by deducting from 100% the number, expressed as a percentage, calculated by applying the following formula:
  - number of minutes during which the Hosting Services have not been Available to Customer excluding Downtime,
  - divided by the total number of minutes of such calendar month.
- If the monthly Service Availability commitment is not met for a given calendar month as indicated above, Centric Software’s entire liability and Customer’s exclusive remedy for any breach by Centric Software of the Availability pursuant to the Tables above, shall be to allow Customer to submit a claim for compensation which shall include (i) a detailed description of the unavailability; and (ii) information regarding the duration of the Downtime(s). Centric Software must receive the claim and all required information by the end of the calendar month in which such availability target has not been met. Centric Software will evaluate all information reasonably available and make a good faith judgment on whether a service credit shall be applied.
- Service Credits will be calculated as follows:

Monthly Service Availability	Service Credits
Less 99.5 - greater or equal to 99.0	5%
Less than 99.0 - greater or equal to 98.0	10%
Less than 98.0 - greater or equal to 95.0	20%
Less than 95.0	30%

- Any credit granted shall be in the in the form of an extension of Hosting Services term upon annual anniversary of the Hosting Services and may not be reimbursed
  - Customer may not unilaterally offset the compensation for any performance or availability issues from any invoices that are due.