Hosting Services

Service Level Agreement for Centric PLM Software

1. This Service Level Agreement for Centric PLM Software ("SLA") is part of Customer's most recent Master License and Services Agreement or Master Agreement for Subscriptions and Services (in each case including any amendments, addenda, or order forms thereto) signed between the parties (the "Agreement"). Centric Software shall provide Hosting Services for Centric PLM in accordance with this SLA. Centric Software reserves the right to subcontract with qualified third persons for part or all of the Hosting Services.

2. <u>Definitions.</u> Terms not defined herein shall have the same meaning ascribed to them in the Agreement.

    "*Availability*" or "*Available*" means the ability for the Customer to be logged onto the production environment of the Centric PLM Hosting Services.

    "***Downtime***" means the time that the Hosting Services are not Available.

    "***Planned Suspension***" means suspension for maintenance purposes such as applying patches, service packs, upgrades, backups, indexing or other necessary planned activities to ensure the continued performance, security and reliability of the Hosting Services.

    "***Emergency Suspension***" means emergency service interruptions which may happen at any time to fix a critical problem which poses an imminent threat to the integrity, confidentiality or availability of the Hosting Services, the Software and/or Customer Data. Examples of Emergency Suspension may include, without limitation:
    o   Unauthorized access or intrusion attempts into the Hosting Services infrastructure,
    o   Attacks on the Hosting Services and/or Software (including a denial-of-service attack),
    o   Malware compromising the security of the Hosting Services and/or the Software,
    o   Customer's use of Hosting Services in a way which disrupts the use of the Hosting Services and/or the Software or creates a security risk to Centric Software or to any Centric Software customer, or
    o   Any other activity or event that poses a significant risk to the security or stability of the Hosting Services.

    "***Excusable Downtime***" means:
    o   Planned Suspension,
    o   Emergency Suspension,
    o   Outages caused by the failure of public network, communications components, or factors outside of Centric Software's reasonable control,
    o   Downtime related to Defects in the Software, for which support is provided under Exhibit A (Maintenance Services Terms and Conditions) of the Agreement,
    o   Unauthorized use or misuse by Customer's Users or anyone using any of the Users' passwords,
    o   Force Majeure events as described in the Agreement,
    o   Failure of Customer's equipment or third-party computer hardware, software, or network infrastructure,
    o   Failure of Customer to purchase additional storage when advised by Centric Software following a review of hardware configuration, and
    o   Any interruption which is the result of Customer's request.

3. <u>Third Party Software.</u> 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 Crowdstrike), and such software is licensed to Centric Software directly or through its Affiliates. 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.

4. <u>Temporary Suspension.</u> Centric Software may temporarily suspend the Hosting Services for Planned Suspension or Emergency Suspension purposes. Centric Software shall endeavour to schedule suspensions during general off-peak hours to minimize disruption to Customers operations whenever possible. Planned Suspension is either agreed in advance between the parties or takes place during the planned maintenance window. Typically, planned maintenance windows for the Hosting Services production environment take place once a month at the weekend and for Hosting Services non-production environments once a month during a weekday outside of the Customer's working hours. Emergency Suspension may take place without notice, however, where possible, Centric Software shall use reasonable commercial efforts to provide advance warning. Centric Software shall use reasonable efforts to minimize the duration of any temporary suspension.

5. Centric Software reserves and Customer grants to Centric Software the right to use and store aggregated and anonymized information about Customer's traffic, use cookies to store User session information, access codes and application settings to ease site navigation processes for the purposes of providing the Hosting Services hereunder.

6. <u>Hosting Services description.</u> Hosting Services include only the following:

Standard Hosting	Premium Hosting & Premium High Availability
<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>: • Servers and network are monitored 7x24 • Events detected are automatically forwarded to on-site and/or on-call support staff immediately • Multiple, geographically dispersed monitoring systems for redundancy	<u>Monitoring</u>: • Servers and network are monitored 7x24 • Events detected are automatically forwarded to on-site and/or on-call support staff immediately • Multiple, geographically dispersed monitoring systems for redundancy
<u>Hardware Availability & Monitoring</u>: • Hosting Services hardware availability and monitoring is provided 7x24. • Repair of hardware failures is provided 5x16 PST time zone. • Any repairs requested outside of such hours shall be billed on a time and materials basis.	<u>Hardware Availability & Monitoring</u>: • Hosting Services hardware availability, monitoring, and repair of hardware failures is provided 7x24.
<u>Activities</u>: 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 PLM application; • Configuring, adjusting and restarting Hosting Services as necessary; • Applying Centric PLM configurations; • Applying Centric PLM patches; • Applying Centric PLM modules; • RDBMS Management: Daily re-indexing of database for system optimization; • Coordinated application backup; and • Application reset/ restart as needed.	<u>Activities</u>: 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 PLM application; • Configuring, adjusting and restarting Hosting Services as necessary; • Applying Centric PLM configurations; • Applying Centric PLM patches; • Applying Centric PLM modules; • RDBMS Management: Daily re-indexing of database for system optimization; • Coordinated application backup; • Application reset/ restart as needed; and • Separate, secure storage of backups within the same availability zone (except that for Premium HA such separate back-up may be in separate zone).
<u>Software application and Customer Data Backups</u>: 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 or damaged, for whatever reason, a backup copy of the Customer Data allows the application to be recovered to a given point in time. As part of Standard Hosting Services, a backup process is provided for the Hosting Services production environment as follows: • Weekly Full • Daily Incremental	<u>Software application and Customer Data Backups</u>: 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, or damaged for whatever reason, a backup copy of the Customer Data allows the application to be recovered to a given point in time. Centric PLM has multiple components requiring periodic backup. As part of Premium Hosting Services, the backup process and associated schedule for each of the components is detailed in the tables below: **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
Document Generator	Y	15 days	Y	35
Archival Server	Y	15 days	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
Centric PLM add-on Modules	N	N/A	Y	15

RTO – Recovery Time Objective:
Centric Software's target is to return the Hosting Services to full operation within eight (8) "hours" (whereby "hours" refers to the support coverage hours of the underlying Maintenance Services level purchased by Customer).

RPO – Recovery Point Objective:
When a failure occurs that requires recovery of lost or damaged Customer Data, Centric Software's target is to recover to the latest point in time dictated by the backup process detailed above, up to a maximum of 24 "hours" (whereby "hours" refers to the support coverage hours of the underlying Maintenance Services level purchased by Customer).

RTO – Recovery Time Objective:
Centric Software's target is to return the Hosting Services to full operation within eight (8) "hours" for the first terabyte (TB), and two (2) additional "hours" for every additional TB thereafter (whereby "hours" refers to the support coverage hours of the underlying Maintenance Services level purchased by Customer).

RPO – Recovery Point Objective:
When a failure occurs that requires recovery of lost or damaged Customer Data, Centric Software's target is to recover to the latest point in time dictated by the backup process detailed above, up to a maximum of 24 "hours" (whereby "hours" refers to the support coverage hours of the underlying Maintenance Services level purchased by Customer).

Hardware & Virtual Servers:
- Hardware configuration pursuant to Centric Software's recommended sizing based on initial projected usage.
- Virtual Server(s) configured with hardened OS, Web Server, Application Server, Database Server and sized to meet anticipated usage profile of the Customer.
- Centric Software will monitor Customer's usage of data storage and other parameters determining sizing and reserves the right to modify if it deems necessary to avoid Hosting Services interruption and/or performance issues. Customer hereby agrees to pay overage fees for any additional storage required (File Vault or Database Storage). Unless otherwise agreed by the parties, Centric Software reserves the right to automatically issue an invoice where such fees do not exceed 4,000 USD (or local currency equivalent) for the-then current Subscription Term.
- The table below represents the current hardware configurations and limits for Standard Hosting Services which may be updated from time to time. In some cases, depending on Customer's use case in order to avoid performance issues and/or interruption of Hosting Services, Centric Software reserves the right to require Customer to upgrade its infrastructure sizing regardless of User count and Database Size indicted below, which Customer hereby agrees to.
- Additionally, upon each Subscription Term renewal, Centric Software will review hardware configuration usage and modify sizing, if necessary. Customer hereby agrees to pay any additional fees based on Customer's

Hardware & Virtual Servers:
- Hardware configuration pursuant to Centric Software's recommended sizing based on initial projected usage.
- Virtual Server(s) configured with hardened OS, Web Server, Application Server, Database Server and sized to meet anticipated usage profile of the Customer.
- Centric Software will monitor Customer's usage of data storage and other parameters determining sizing and reserves the right to modify if it deems necessary to avoid Hosting Services interruption and/or performance issues. Customer hereby agrees to pay overage fees for any additional storage required (File Vault or Database Storage). Unless otherwise agreed by the parties, Centric Software reserves the right to automatically issue an invoice, where such fees do not exceed 4,000 USD (or 7,000 USD for X-Large+), (or in both cases local currency equivalent), for the-then current Subscription Term.
- The table below represents the current hardware configurations and limits for Premium and Premium High Availability Hosting Services which may be updated from time to time. In some cases, depending on Customer's use case in order to avoid performance issues and/or interruption of Hosting Services, Centric Software reserves the right to require Customer to upgrade its infrastructure sizing regardless of User count and Database Size indicted below, which Customer hereby agrees to.
- Additionally, upon each Subscription Term renewal, Centric Software will review hardware configuration

actual usage of the Hosting Services, based on the then-current applicable price list.

- Customer further acknowledges that failure to purchase any additional storage or failure to upgrade infrastructure, in each case as advised by Centric Software, may lead to Hosting Services interruption and/or performance issues.

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

usage and modify sizing, if necessary. Customer hereby agrees to pay any additional fees based on Customer's actual usage of the Hosting Services, based on the then-current applicable price list.

- Customer further acknowledges that failure to purchase any additional storage or failure to upgrade infrastructure, in each case as advised by Centric Software, may lead to Hosting Services interruption and/or performance issues.

Production Environment:

Service Provided	Max User Count	Database Files Disk Size Max (GB)	FileVault Files Disk Size Max (GB)
Premium: Extra Small	15-35	15	100
Small1	50	25	250
Small2	150	75	350
Medium1	250	125	500
Medium2	500	250	1000
Large	1000	1000	4000
Extra Large	1500	1250	5000
Double Extra Large	2000	1500	6000
Tripple Extra Large	2500	2500	8000
Quadruple Extra Large	Quote	Built to Order	Built to Order

Non-Production Environment:

Service Provided	Max User Count	Database Files Disk Size Max (GB)	FileVault Files Disk Size Max (GB)
Premium: Extra Small	15-35	15	100
Small1	50	25	50
Small2	150	75	80
Medium1	250	125	125
Medium2	500	250	250
Large	1000	1000	1000
Extra Large	Quote	Built to Order	Built to Order

Hosting Services Availability:			
Centric Software's commitment is to provide Availability of the Hosting Services, excluding Excusable Downtime, for a minimum of the "Service Availability Target" percentage in the table below, measured on a quarterly basis.			
Service Locations	**Service Availability**	**Failure Hours Covered***	**Service Availability Target**
US West – CA	7 x 24	As per the level of Maintenance Services purchased	99.25%

Hosting Services Availability:			
Centric Software's commitment is to provide Availability of the Hosting Services, excluding Excusable Downtime, for a minimum of the "Service Availability Target" percentage in the table below, measured on a quarterly basis.			

Premium Hosting Services

Service Locations	**Service Availability**	**Failure Hours Covered**	**Service Availability Target (Premium)**
Global locations	7 x 24	As per the level of Maintenance Services purchased	99.5%

Premium High Availability Hosting Services

Service Locations	**Service Availability**	**Failure Hours Covered**	**Service Availability Target (Premium High Availability)**
Global locations	7 x 24	As per the level of Maintenance Services purchased	99.9%

7. <u>Service Credits.</u>

(a) If the quarterly Service Availability Target for Premium or Premium High Availability levels of Hosting Services is not met for a given calendar quarter as indicated above, Centric Software's entire liability and Customer's exclusive remedy shall be to allow Customer to submit a claim for service credits which shall include the following information: (i) a description of the unavailability; and (ii) information regarding the duration of the Downtime(s). Centric Software must receive the claim and all required information within thirty (30) days after the end of the quarter during which such quarterly Service Availability Target has not been met. Claims for a service credit must be made in good faith.

(b) Any service credit(s) granted shall be in the form of an extension of the 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.

(c) The percentage of the Service Availability Target will be calculated and defined as follows:

$$\left(\frac{Total\ Minutes\ in\ the\ quarter - Excusable\ Downtime - Downtime}{Total\ Minutes\ in\ the\ quarter - Excusable\ Downtime} \right) * 100$$

(d) Service Credits: The percentage of the applicable fees to be credited to Customer shall be calculated on the basis of the following:

Availability Percentage (Premium)	Availability Percentage (Premium HA)	Service Credits (% of quarterly Hosting Services fees)
Less 99.5% - greater or equal to 99.0%	Less 99.9% - greater or equal to 99.5%	2%
Less than 99.0% - greater or equal to 98.0%	Less than 99.5% - greater or equal to 99.0%	5%
Less than 98.0% - greater or equal to 95.0%	Less than 99.0% - greater or equal to 97.0%	10%
Less than 95.0%	Less than 97.0%	20%