



This Software Maintenance Agreement Terms and Conditions (the “Agreement”) is made and entered into as of \_\_\_\_\_ (the “Effective Date”) by and between PTC Inc. (“Contractor”) and \_\_\_\_\_ on behalf of the entire Department of Defense (“Licensee” or “DoD”).

**1. Applicability of the Agreement**

- 1.1. This Agreement shall apply to the Software Maintenance obligations of Contractor for Software licensed to DoD under the ESI Blanket Purchase Agreement (the “BPA”) and related Delivery Orders when DoD purchases Software Maintenance under the BPA.
- 1.2. Delivery Orders issued hereunder will specify the processes for delivering and receiving orders for Software Maintenance, as well as the details of the specific Maintenance packages offered by Contractor and procured by DoD. Notwithstanding the foregoing, the terms, conditions and responsibilities of the parties regarding Contractor Software Maintenance specified in this Attachment C-4 take precedence over any conflicting terms and conditions in the Delivery Order or in Contractor’s Software Maintenance terms and conditions which are stated in the License in Attachment C-1 to the BPA.

**2. Maintenance of Programs**

**2.1. Term of Performance.**

- 2.1.1. The term of this Attachment C-4 shall remain in effect during the term of the BPA, including any renewal terms agreed upon by the parties, for licenses procured by DoD through Delivery Orders issued under the Master Software Agreement (Attachment C-1) and which include a purchase of Software Maintenance from Contractor.

**2.2. Contractor’s Responsibilities**

- 2.2.1. Software Maintenance consists of Contractor’s Software maintenance services described in the GSA Schedule as further specified in this Attachment C-4. Contractor shall have the following obligations with regard to Software Maintenance provided to DoD under Delivery Orders issued hereunder:

- 2.2.1.1. Contractor shall maintain and provide DoD a schedule of planned and available Software releases, versions, enhancements, updates, fix packs and other Software Maintenance related changes on a regular basis, no less than once annually. The form shall be that used by the Contractor to inform its general customer base.

- 2.2.1.2. For a purchase of Software Maintenance at a level of support that includes the items identified in this paragraph 2.2.1.2, Contractor shall make available said Software releases, versions, enhancements, updates, fix packs and other Software Maintenance related changes to the Software, including documentation and installation instructions that are provided in a New Release package that is furnished to all such Software Maintenance customers, for shipment or electronic download to DoD on a timely basis at no additional charge beyond the price for the Software and the Software Maintenance specified in the applicable Delivery Orders for Software and Software Maintenance.

- 2.2.1.3. In the event that the proper installation of New Releases, versions, upgrades, fix packs and other Software updates by DoD cause existing, unmodified Software covered by the existing Software Maintenance Plan to stop functioning properly, DoD will request and Contractor shall supply technical support via Contractor’s Software Maintenance telephone help line



and/or website. Proper installation means installation by DoD in accordance with instructions provided by Contractor in the documentation furnished with the New Release.

2.2.1.4. Contractor shall update documentation in the format in which it provides such to all of its Software Maintenance customers with each New Release, version, enhancement, update, fix pack and other Software Maintenance related changes within a commercially reasonable time for delivery to DoD.

2.2.2. DoD Responsibilities

2.2.2.1. DoD shall be responsible for properly installing and applying new Software releases, versions, upgrades, fix packs and other Software updates for Software covered by Software Maintenance.

2.2.2.2. DoD shall provide sufficient information and/or files to enable Contractor to replicate and diagnose any reported Software problem.

2.2.2.3. DoD shall identify a designated contact person and an alternate who are trained in the operation of the Software at an advanced level. These individuals shall (1) log all requests for Software Maintenance assistance and (2) act as the central point of contact for managing all Software Maintenance issues for the relevant DoD component.

3. **Program Enhancements.**

Under the period of Software Maintenance purchased:

- 3.1. On an ongoing basis, Contractor will maintain a database of Software issues reported by Software Maintenance customers using the Software with respect to any Errors that prevent the Software from operating in accordance with its applicable documentation.
- 3.2. Contractor will provide DoD with New Releases that include fixes to Errors as set forth in subparagraph 3.3 below.
- 3.3. Under a Software Maintenance plan that includes the items identified in this subparagraph 3.3, Contractor will provide to DoD the following as they become available: (i) All New Releases of the Software containing Error corrections or new features or functionality that Contractor makes generally available to customers who have purchased Software Maintenance at the same level purchased by DoD and (ii) Contractor's standard documentation for such New Releases in printed or electronic form.
- 3.4. Delivery of New Releases shall include: (i) the updated Software; (ii) instructions for installing and updating the existing release of the Software; and (iii) a list of the installation requirements for the New Release. The most current version of Software shall be provided online in electronic form via download (i.e., electronic delivery). Contractor shall be responsible for the costs of making the New Release of the Software available to DoD. DoD shall be responsible for its own costs of retrieval of the New Release of the Software.
- 3.5. In the event that the proper installation of New Releases by DoD in accordance with the instructions in the release documentation causes existing, unmodified Software that are then under Software Maintenance coverage at the version level specified in the release documentation to stop functioning in accordance with their documentation, DoD will log a case for technical support and Contractor will provide assistance under Software Maintenance.