



## **PTC Professional Services Offerings Terms & Conditions**

PTC has two standard professional services offerings to assist Customers in leveraging their investments in PTC products by providing access to expertise, resources and tools throughout the Customer's lifecycle. The first is Application Consulting Service offerings and the second is Customer Success Points (together referred to herein as "Professional Services Offerings"). Note that this document applies only to these two services offerings. Other professional services provided by PTC are typically governed by a Statement of Work and a negotiated master agreement (often titled a "Global Service Agreement").

### **A. Application Consulting Service Offerings**

Application Consulting Service offerings provide the Customer with consulting hours that can be flexibly used over a set duration of time (defined in the applicable Statement of Work). The SOW will specify the fees, the timing of payment, and at a high level the types of services that can be acquired (which may include, without limitation, project management time to review tasks, priorities, and hours utilized). The actual requested services will be defined during the established duration per mutual agreement between Customer and PTC resources. At the defined duration of time specified in the SOW, the hours purchased will expire and will not roll over or be available for future services.

PTC will acknowledge receipt of the Customer's initial request to use their ACS hours within 48 business hours, and PTC will confirm delivery dates within 10 business days. PTC requires a minimum of three weeks advance notice to fulfill actual delivery of any ACS hours request. In some cases, it may be necessary to extend the actual delivery date beyond three weeks.

### **B. Success Point Offerings**

Success Point offerings are a flexible way of consuming Success Services. Customer can manage and redeem Success Points through PTC's Customer Success Management team (CSM). The CSM works with the Customer to facilitate Customer's adoption of PTC software and solutions, including reviewing available usage metrics, sharing of best practice advice and guidance related to Customer's adoption of PTC software and solutions, and helping to escalate technical issues as necessary.

Success Points can be redeemed for services described in the Success Services Catalog found here: <https://www.ptc.com/en/success-services>. PTC reserves the right to add, change or remove Success Services from its Catalog at any time without notice to the Customer.

PTC will acknowledge receipt of the Customer's initial request to use their Success Points within 48 business hours, and PTC will confirm delivery dates within 10 business days. PTC requires a minimum of three weeks advance notice to fulfill actual delivery of any Success Service request. In some cases, it may be necessary to extend the actual delivery date beyond three weeks. Success Points used for onsite Success Services do not include travel or living expenses associated with the visit(s) to Customer's site, for which either Customer shall reimburse PTC through the use of additional Success Points or the Customer will be billed based on actual cost. PTC's Quote for Success Services will detail the number of Success Points. Additional points may be purchased.

If Customer is purchasing Success Services for a term that is not in increments of 12 months, the number of Success Points will be prorated for any partial years.

Unused Success Points will expire at the end of the committed term in which they are purchased (i.e., they will not roll-over into any renewal period). Unused Success Points will not be refunded and cannot be transferred to another contract. However, within a committed multi-year term, Customer may roll-over unused Success Points from one Subscription year to another Subscription year, or accelerate Success Points from one year to a prior year. Set forth below are examples of how this might work, in each case based on Customer purchasing 100 Success Points per year for a committed term of three years (total of 300 Success Points):

- Customer may use 50 Success Points in Subscription year 1, and then roll-over the remaining 50 Success Points from Subscription year 1 for use at any time during years 2 or 3. In this example, Customer would then have 250 Success Points available for use over the remaining 2-year committed term.
- Customer may use all 300 available Success Points during the first Subscription year. In that case, Customer would have no Success Points available for use during the remaining 2-year committed term.
- Customer may choose to roll-over 50 unused Success Points from Subscription year 1, and use 175 Success Points in Subscription year 2, with 75 Success Points remaining for use in Subscription year 3.
- Customer may use 50 points in each of Subscription year 1, 2 and 3, with the result that 150 Success Points would be forfeited at the end of Subscription year 3.



Customers are responsible for the evaluation and implementation of CSM's guidance and recommendations. For clarity, the CSM team does not deliver implementation services (such as configuration or code).

Availability: Access to Success Services and a CSM is limited to local business hours 8:00am to 5:00pm Monday through Friday where the resource is located and are not available during local holidays and weekends.

Languages: English, German, French, Chinese and Japanese. Some Success Services will be available in English only.

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## General Terms

1. The PTC entity specified at <https://www.ptc.com/en/documents/legal-agreements/ptc-affiliates> ("PTC") will provide the Professional Services Offerings to Customer. However, PTC may subcontract or delegate the performance of the services, in whole or in part, to a third party.
2. PTC shall provide the requested services and shall invoice Customer as specified in the applicable SOW, order form or PTC Quote. PTC reserves the right to withhold the provision of services until all invoiced fees are paid.
3. All information exchanged by either party in connection with the services and expressly identified in writing thereon as confidential, including, without limitation, data, Customer information, product and marketing information, and documentation, shall be safeguarded by the recipient to the same extent recipient safeguards its own proprietary or confidential information of like importance and in any event with not less than a reasonable degree of care. However, neither party is responsible for safeguarding information which is publicly available, in its possession prior to the start date of the order or obtained by it from third parties without restriction on disclosure or developed without reference to the confidential information disclosed hereunder.
4. The Professional Services Offerings do not result in a transfer or assignment of intellectual property rights between the parties. PTC shall have exclusive rights in resulting work product, meaning any written materials, reports, computer software or software documentation created, developed or delivered by PTC hereunder, and to any inventions, discoveries, ideas or know-how embodied in the work product or otherwise conceived by PTC hereunder. PTC grants to Customer, subject to the terms and conditions of the SOW or PTC Quote, as applicable, a nonexclusive right and license to use and copy such work product solely for Customer's internal use. Notwithstanding the foregoing, if PTC as part of the Professional Services Offerings assists Customer in the development of an IoT or A/R application or experience, PTC acknowledges that it shall not be the owner of such application or experience by virtue of having provided such assistance.
5. All personal data received, or collected by PTC in connection with the performance of its obligations will be processed in accordance with the Data Processing Terms and Conditions available at <https://www.ptc.com/en/documents/legal-agreements/data-processing-terms-and-conditions> and PTC's privacy policy available at <https://www.ptc.com/en/documents/policies>. Customer acknowledges that, PTC is part of a global company with global operations, and that personal data may be processed outside Customer's country. All such transfers of personal data shall be in accordance with applicable data privacy laws. Customer certifies that it has obtained any personal data provided to PTC in accordance with applicable data protection laws.
6. PTC will perform the services with reasonable care and skill in accordance with industry standards. PTC's entire liability and Customer's exclusive remedy for any breach of the foregoing warranty shall be that PTC shall use commercially reasonable efforts to correct and/or re-perform the deficient services provided that Customer notifies PTC in writing of the deficient services within thirty (30) days of PTC's original performance of such Services.
7. PTC DOES NOT MAKE AND HEREBY EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PTC DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE CODE PROVIDED HEREUNDER WILL BE UNINTERRUPTED OR ERROR FREE. THERE IS NO EXPRESSED OR IMPLIED OBLIGATION ON THE PART OF PTC TO MAINTAIN ANY ITEMS PROVIDED TO CUSTOMER HEREUNDER.
8. PTC SHALL ONLY BE LIABLE IN THE EVENT OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE IN ACCORDANCE WITH APPLICABLE LAW. PTC SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL



DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST SAVINGS OR DAMAGES RESULTING FROM THE LOSS OR USE OF DATA OR FROM PROJECT DELAYS ATTRIBUTABLE IN ANY MANNER TO THE PERFORMANCE OF THE PROFESSIONAL SERVICES OFFERINGS. IN NO EVENT SHALL PTC'S LIABILITY FOR DAMAGES HEREUNDER EXCEED THE CHARGES PAID OR PAYABLE FOR THE PROFESSIONAL SERVICES OFFERING GIVING RISE TO SUCH DAMAGES. CUSTOMER IS RESPONSIBLE FOR CREATING AND MAINTAINING CURRENT AND COMPLETE BACK-UP FILES FOR ANY CUSTOMER DATA AND PROGRAMS THAT MAY BE AFFECTED BY PTC'S PERFORMANCE OF THE SERVICES. PTC SHALL NOT BE RESPONSIBLE FOR THE PROTECTION OR LOSS OF CUSTOMER DATA OR INFORMATION. PTC'S STATUTORY LIABILITY FOR INJURY TO LIFE, BODY AND/OR HEALTH, AND FOR THE MALICIOUS CONCEALMENT OF DEFECTS, SHALL REMAIN UNAFFECTED.

9. PTC shall not be in default of its obligations to the extent its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, acts of Customer, fire, staff unavailability due to illness, or labor disturbances. The Professional Services Offerings may not be terminated without cause by either party and shall end per the terms of the SOW or PTC Quote, as applicable.