



PTC Assurance Services Terms & Conditions

PTC Assurance Services are planning and technical advisory service packages for PTC subject matter experts to provide input and guidance to complement service projects being performed by PTC-certified service partners (referred to below as “Partners”).

ThingWorx App Development Assurance Packages			
PTC advice relating to the development by Partner of ThingWorx-based custom applications for the purchased quantity of pre-defined IOT use cases as detailed in Addendum A.			
Service	Description	Advisory Focus Areas	Outcomes
ThingWorx App Planning & Design Assurance	Project planning advice and application design advice from PTC experts for up to five weeks for <u>standard</u> pre-defined use case(s) or six weeks for <u>advanced</u> predefined use cases	<ul style="list-style-type: none"> • Use Case Planning • Project Plan Definition • Solution Adoption Planning • Long-Term Support Strategy 	Summary of the advice and findings relating to the focus areas within each of the planning and design phases, including a checklist highlighting areas advised upon
ThingWorx App Development Assurance	Mentoring and advice from PTC experts on the development of a custom ThingWorx application for up to seven weeks for <u>standard</u> pre-defined use case(s) or ten weeks for <u>advanced</u> predefined use cases	<ul style="list-style-type: none"> • Solution Build Review • Code Review • Stress Test • UAT Workshop • Standup Participation • Ad hoc development questions 	Summary of the advice and findings relating to the focus areas within the development phase, including a checklist highlighting areas advised upon
ThingWorx App Deployment Assurance	PTC will provide guidance for one single deployment of the customer’s ThingWorx application for up to one week. A “single deployment” means one manufacturing line or product line.	<ul style="list-style-type: none"> • Application Deployment Planning • Application Deployment Validation • Ad hoc deployment questions 	Summary of the advice and findings relating to the focus areas within the deployment phase, including a checklist highlighting areas advised upon

General Terms

1. PTC Assurance Services are solely and merely advisory in nature. PTC will not be responsible for the success or failure of the design, planning, development or deployment activities. PTC does not assume responsibility for the results of the project or achievement of the milestones of the project, even in cases where PTC’s advice has been followed. Responsibility for that will be with the Partner or the Customer, as determined by the agreement(s) between the Customer and Partner related to the project.



2. PTC's responsibilities are limited to the agreed-upon use cases and the scope of the project as known at the time Customer purchases the Assurance Services. Any changes to the use cases and/or the scope of the project will require discussion in order to ascertain whether such changes may impact the extent of PTC's responsibilities, and in such cases may result in increased fees or a termination of the Assurance Services.
3. The fees for the Assurance Services shall be as set forth in the quote or statement of work in which the Assurance Services are purchased. Customer shall be responsible for all sales, use, VAT, transfer and other taxes and duties imposed by any federal, state, municipal or other governmental authority relating to the Assurance Services, exclusive, however, of taxes based on the net income of PTC. Customer shall pay interest at the rate of one and one half percent (1.5%) per month (or, if less, the maximum amount permitted by law) on all sums due under this Agreement which remain unpaid thirty (30) days after due, such interest to commence on the due date. Customer shall pay PTC's reasonable attorneys' fees and costs incurred by PTC in collecting overdue amounts, and/or in any controversy or litigation arising under or in connection with the Assurance Services and/or this Agreement in which Customer does not prevail against PTC in all of the claims.
4. PTC reserves the right to (a) determine the assignment of PTC personnel for performance of the Assurance Services, and/or (b) replace or reassign such personnel. No person performing Assurance Services on behalf of PTC hereunder shall be restricted or prevented from performing services for others that are similar to the Assurance Services provided to Customer.
5. Customer shall reasonably cooperate (and shall obtain the Partner's cooperation) with PTC to facilitate PTC's performance of Assurance Services, including providing PTC timely access to Customer's computer systems, personnel, facilities, data and other information reasonably necessary to the performance of the Assurance Services. Without limiting the foregoing, if Customer or Partner pauses or delays the project, or does not make necessary Customer resources available to PTC on a timely basis, PTC may assign existing resources to projects for other customers and assign new resources to the Customer's project when Customer resumes the project.
6. The Assurance Services purchased hereunder are not cancellable and may only be terminated in the event of a breach by a party that is not cured within thirty days after notice thereof by the other party.
7. During the term of Assurance Services and for one (1) year after the expiration or termination thereof, neither party will solicit for employment (or solicit to perform services in another capacity, for instance as a freelancer or as an employee of a PTC subcontractor or system integrator partner or other third party), or hire or engage to perform services, the other party's personnel who have performed Assurance Services; provided, however, that this Section 7 shall not prohibit either party from hiring any individual who applies for employment in response to a general solicitation for employment not specifically directed to the other party's employees.
8. 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 Assurance Services or obtained by it from third parties without restriction on disclosure or developed without reference to the confidential information disclosed hereunder.
9. The Assurance Services 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, a nonexclusive right and license to use and copy such work product solely for Customer's internal use.



10. 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/legalagreements/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.

11. PTC will perform the Assurance 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 Assurance Services provided that Customer notifies PTC in writing of the deficient Assurance Services within thirty (30) days of PTC’s original performance of such Services. 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.

12. 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 ASSURANCE SERVICES. IN NO EVENT SHALL PTC’S LIABILITY FOR DAMAGES HEREUNDER EXCEED THE CHARGES PAID OR PAYABLE FOR THE ASSURANCE SERVICE 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 ASSURANCE 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.

13. 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.

Addendum A – IOT App Development Use Case Details

ThingWorx App Development Assurance Packages are intended for the use cases listed below exclusively. The vetting of the applicability of these packages to a given project will be performed at the time of quotation by PTC Professional Services. The “Use Case Classification” determines the appropriate services from the package to be quoted. Changes to project scope or planned use cases after sale, which impact the applicability of these services, are governed under General Terms, Section 2.

Solution Name	Use Case Name	Use Case Classification
Workforce Productivity	Augmented Remote Assistance	Standard
	Connected Work Cell	Standard
	Digital Shift Handover	Standard
	Digital and Augmented Work Instructions	Standard
	Workforce Performance Monitoring	Standard
Enterprise Operational Intelligence	Asset Monitoring and Utilization	Standard
	Real-Time Production Performance Monitoring	Standard
	Standardized Plant Benchmarking	Standard



	Energy Monitoring & Management	Advanced
	Analytics based Production Optimization	Advanced
Intelligent Asset Optimization	Asset Monitoring and Utilization	Standard
	Predictive Maintenance	Advanced
Scalable Production Management	Work Order Dispatching & Tracking	Standard
	In Process Quality Control	Standard
	Additive Manufacturing	Advanced
	Parts and Tools Location Tracking	Standard
	Product Genealogy and Traceability	Standard
Product Intelligence	Product Connectivity	Standard
	Real Time Monitoring	Standard
	Condition-based Service	Standard
	Product Performance KPIs	Standard
	Augmented Remote Assist	Standard
Service Optimization: Remote Service	Remote Diagnostics	Standard
	Remote Access & Control	Standard
	Remote Software Management	Standard
	Predictive Service	Advanced
Data Driven Design	Design for connectivity	Advanced
	Connected Product Management	Advanced
	Connected Product Quality Analysis	Advanced
	Data Driven Product Design	Advanced
	Usage-Based Requirements, Usage and Performance	Advanced
	Immersive Product Review	Advanced
	Connected product quality/reliability	Advanced
	Product Configuration Management	Advanced
Digital Business Models	New Business Models	Standard
	Automated Consumables Sales	Standard
	Capacity-based Up/Cross-Sell	Standard