



## PTC PURCHASE ORDER TERMS AND CONDITIONS

The terms and conditions set forth below shall govern the accompanying purchase order ("Purchase Order") issued by PTC Inc. or by the PTC affiliate issuing the Purchase Order ("PTC") to the Seller identified thereon ("Seller") unless there exists a written agreement between the parties that specifies that it governs PTC's issuance of purchase orders to or procurement of goods or services from Seller.

- 1. ACCEPTANCE.** Seller shall be deemed to have accepted these terms and conditions upon Seller commencing to furnish the materials and/or services ordered by the Purchase Order or upon Seller otherwise manifesting assent to the Purchase Order and the terms and conditions thereof and hereof. If the Purchase Order does not contain price or delivery terms, PTC will not be bound to any prices or delivery terms to which it has not specifically agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions herein or rejecting any terms of this Purchase Order shall be void and of no effect, unless specifically agreed in writing by PTC. Modifications hereof or additions hereto must be made in writing and be signed by PTC. The Purchase Order and these terms and conditions constitute the entire agreement between the parties hereto and supersede all prior agreements, representations, warranties, statements, promises, arrangements or understandings, whether oral or written express or implied, relating to the subject matter of the Purchase Order. In no event shall Seller be entitled to funds in excess of the amount specified on this Purchase Order unless specifically authorized by PTC in a signed writing.
- 2. DELIVERY.** Time is of the essence with respect to the delivery and performance of the materials and services ordered in the Purchase Order and no acts of PTC (including acceptance of late deliveries) shall constitute waiver of this provision. PTC reserves the right to refuse or return at Seller's risk and expense shipments made in excess of PTC's orders or in advance of the required schedule, or to defer payment on advance deliveries until the scheduled delivery dates.
- 3. INVOICING/PAYMENT TERMS.** Seller will submit invoices in PDF format to PTC's Accounts Payables team. Invoices must contain the following information: PO number, item number, description of item, quantities, unit prices, extended totals, packing slip number, shipping, ship to city and state, taxes, and any other information reasonably required by PTC. Seller will not charge PTC for researching, reporting on or correcting any errors relating to its invoices. PTC may provide electronic invoicing functionality to Supplier through the use of a third-party invoicing service provider. In those circumstances, Supplier authorizes the electronic invoicing provider to receive Seller's invoice data not yet constituting an original invoice and subsequently to apply an electronic signature to the invoice data to issue electronic invoices "in the name and on behalf of" Seller. PTC is not obligated to pay any invoice received from Seller more than 120 days after PTC accepts the items purchased. The payment terms for all items purchased in the Purchase Order shall be net sixty days after PTC accepts the goods or services and receives a correct and undisputed invoice. Unless otherwise noted on the face of this Purchase Order, all prices and related charges are shown in the applicable currency specified in the Purchase Order (and for the sake of clarity, references to "dollars" in Purchase Orders issued by PTC's Canadian entities will mean Canadian dollars). All invoices issued to PTC's Canadian entities must include Seller's HST tax registration number.
- 4. TERMINATION.** The Purchase Order may be terminated by PTC in whole or in part at any time. Upon receipt of notice of a termination, (a) Seller shall stop all work under the Purchase Order except as otherwise directed by PTC, (b) furnish PTC a list of all outstanding orders for material, equipment and services made by Seller in reliance on the Purchase Order, and (c) take such action relative to the termination of the Purchase Order as PTC may direct. In the event this order is terminated as a result of Seller's default, PTC shall refuse to pay for the deficient items and the Seller shall be liable for all damages allowed in law or equity, including the excess cost of reprocurring similar items. If PTC is terminating the Purchase Order other than by reason of Seller's breach of its terms, any claim arising out of the termination will be settled by negotiations on the basis of Seller's costs and commitments properly incurred or made prior to receipt of the termination notice. Other than to this extent, PTC shall not be liable to Seller for any damages on account of its failure to accept all of the items ordered.

5. INSPECTION. Goods supplied by Seller shall be received subject to PTC's inspection and approval within a reasonable time after delivery. If specifications or warranties are not met, material and equipment may be returned at Seller's expense and PTC shall have the rights set forth in these Terms and Conditions. PTC does not assume responsibility for 100% inspection and may reject an entire shipment based on a partial inspection if such partial inspection reveals that the specifications or warranties have not been met. No products returned to Seller as defective shall be replaced except upon PTC's written authorization. No inspection or acceptance by PTC shall limit or affect PTC's rights and remedies under any warranties hereunder or at law.
6. WARRANTIES. Seller represents and warrants that all goods will conform to the specifications, drawings, samples or other descriptions furnished by or to PTC. Seller further represents and warrants that all goods ordered in the Purchase Order will be fit for the purposes intended and will be of merchantable quality and workmanship, and free from defects in materials and workmanship. PTC also reserves the right to rely on any warranties or conditions implied under the Sale of Goods Act (Ontario) or any other legislation applicable to PTC Inc. or the PTC entity issuing the Purchase Order. In addition to any warranties imposed or implied by the governing law applicable to PTC Inc. or the PTC entity issuing the Purchase Order, whether under the Sale of Goods Act (Ontario) or otherwise, Seller warrants that all goods furnished pursuant to this Purchase Order will be free from defects in material or workmanship and will be in conformity with the requirements of this Purchase Order, including drawings and specifications, if any, and reasonably fit for the purpose intended by PTC provided Seller knows or ought reasonably to know the intended use, and Seller further warrants that such goods will be of merchantable quality, and where design is Seller's responsibility, will be free from defects in design. PTC's approval of Seller's design or material shall not be construed to relieve Seller of the warranties set forth herein. Without limitation of any rights which PTC may have at law by reason of any breach of warranty, goods which are not as warranted may at any time within twelve (12) months after delivery be returned at Seller's expense. PTC at its option may require Seller either to replace such products at no additional cost to PTC (Seller must pay all repacking, transportation and handling charges both ways) or to refund the purchase price and any charges in connection therewith. In addition, Seller warrants that all services performed by Seller, whether or not in conjunction with the supply of goods, shall be carried out in a good and workmanlike manner in accordance with the standard of the trade.
7. CHANGES. PTC may at any time by written order make changes or additions to the Purchase Order, including to drawings, designs, specifications, instructions for work, method of shipment or packing, or place of delivery. If any such change causes an increase or decrease in the cost of, or in the time required for, the performance of the Purchase Order, Seller shall notify PTC in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modifications to the Purchase Order. Any claim by Seller for such adjustment must be asserted within 30 days from the date such change is communicated to Seller. Nothing herein shall excuse Seller from proceeding with the Purchase Order as changed.
8. INTELLECTUAL PROPERTY OWNERSHIP. All right, title and interest in and to any deliverables under the Purchase Order, together with all patents or other industrial property rights, trade-marks, copyrights, trade secrets, know-how and other intellectual property rights associated therewith (collectively the "Work Product") shall belong exclusively to PTC. Further, Seller hereby assigns, and shall cause Seller's personnel automatically to assign, at the time of creation of the Work Product, without any requirement of further consideration, any right, title or interest Seller or Seller's personnel may have in such Work Product, including any, patents, copyrights or other intellectual property rights pertaining thereto. To the extent permitted by applicable law, Seller hereby waives in favor of PTC all moral rights and rights of a similar nature in the Work Product.
9. INFRINGEMENT. Seller warrants that any software, services, or other intellectual property furnished hereunder which are not created from specifications provided by PTC shall not infringe any intellectual property rights of any third parties. Seller shall hold harmless and indemnify PTC and its customers from any and all damages, liability and loss of any kind (and all associated costs and expenses, including attorneys' fees) arising out of claims, suits or actions alleging such infringement, which claims, suits and actions Seller agrees to settle or defend at its sole expense. In case said goods are in such suit, or in final adjudication elsewhere, held to constitute infringement, and the use thereof is enjoined, at PTC's option, Seller shall, at its own expense, either (a) procure for PTC the right to continue using said products, (b) replace same with equally efficient non-infringing goods, (c) modify the goods without impairing their efficiency so they become non-infringing, or (d) accept return of such goods and refund to PTC the

purchase price and the transportation and installation costs thereof. References to "PTC" in this Section 8 include PTC, its affiliates, directors, officers, employees, customers and their respective successors and assigns.

10. CONFIDENTIALITY. Seller hereby agrees that all nonpublic information and materials provided to Seller by PTC shall not be disclosed to any third parties and shall be used solely for the purposes of complying with Seller's obligations under the Purchase Order. All such information and materials will be returned to PTC promptly upon request.

11. RELEASE OF LIENS. All materials and articles delivered, and services performed under the Purchase Order shall be free of liens and encumbrances. If PTC requests, Seller will provide a release of all liens or satisfactory evidence that all such materials and articles are free from liens.

12. INDEMNITY. Seller shall hold harmless, indemnify and defend PTC and its affiliates, directors, officers, employees and customers and their respective successors and assigns from all damages, claims, demands, liability and loss of any kind (and all associated costs and expenses, including attorneys' fees) arising out of claims, suits or actions alleging injury to persons (including deaths) or damage to property as a result of any product or service delivered by Seller in the Purchase Order or for any negligent act of omission of Seller, or of its agents, employees or subcontractors or any willful misconduct by Seller or any breach by Seller of these terms and conditions or those in the Purchase Order. Seller shall also maintain adequate insurance to protect Seller (or its subcontractors) and PTC from said risks and from any claims under any applicable worker's compensation and occupational safety and health statutes.

13. LIMITATION OF LIABILITY. IN NO EVENT SHALL PTC'S LIABILITY FOR DAMAGES UNDER THE PURCHASE ORDER EXCEED THE MAXIMUM AMOUNT OF THE PURCHASE ORDER.

14. COMPLIANCE WITH LAWS.

a. Seller agrees that it shall comply with all applicable laws, rules and regulations. Without limiting the foregoing, Seller represents and warrants that Seller will strictly comply with the Foreign Corrupt Practices Act of the United States ("FCPA") and applicable laws and regulation, and without limitation of the foregoing, Seller has not paid, offered or authorized, and will not pay, offer or promise to pay, or authorize the payment of, directly or indirectly, any moneys or anything of value to any government official or employee or any political party or candidate for political office for the purpose of influencing any act or decision of such official or of the government to obtain or retain business, or direct business to any person.

b. For U.S. orders, Seller acknowledges that PTC is an equal employment opportunity employer and is a federal contractor. Consequently, the parties agree that, to the extent applicable, they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Vocational Rehabilitation Act of 1973 and also agree that these laws are incorporated herein by this reference. Seller also agrees to comply with the provisions of Executive Order 13496 (29 CFR Part 471), relating to the notice of employee rights under federal labor laws.

c. Seller will comply with all applicable laws and regulations related to worker health and safety. Seller will take all necessary precautions to prevent injury or damage to persons or property during the performance of the work. If Seller works on any Canadian premises of PTC, Seller shall obtain and maintain insurance from the Workplace Safety and Insurance Board and shall provide PTC with a valid WSIB certificate prior to entering any PTC site and every 60 days thereafter until the work is complete.

d. PTC is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will

abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

15. **GOVERNING LAW AND JURISDICTION.** All disputes arising under, out of, or in any way connected with this Agreement, shall be governed by and construed in accordance with the governing law applicable to the PTC entity issuing the Purchase Order, without giving effect to its conflicts of law provisions (or if this Purchase Order is issued by PTC Inc. to the internal laws of Commonwealth of Massachusetts, or by PTC's Canadian entity the governing law shall be that of the Province of Ontario). Any dispute arising out of or in connection with the Purchase Order will be submitted to the jurisdiction of the office location of the PTC entity issuing the Purchase Order (or if the Purchase Order is issued by PTC Inc. to the federal or state courts located in the Commonwealth of Massachusetts). The parties hereto specifically exclude the United Nations Convention on Contracts for the International Sale of Goods.
16. **PRIVACY AND DATA PROTECTION.** If Supplier Processes any Personal Data or Confidential Information as part of performing the Services or providing Goods, Supplier agrees to: (a) comply with the most current Supplier Data Protection Requirements ("DPR") available at <https://www.ptc.com/en/documents/policies> and (b) for Personal Data Processing, sign PTCs separate addendums supplementing this PO regarding compliance with data protection law, including the General Data Protection Regulation. "Processing" means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. "Process", "Processes" and "Processed" will have a corresponding meaning. "Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject"). An identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
17. **SUPPLIER SUSTAINABILITY POLICY.** Supplier will comply with the most current Supplier Sustainability Policy at <https://www.ptc.com/en/about/corporate-social-responsibility>.
18. **LANGUAGE.** The parties have requested that these terms and conditions, the Purchase Order and all documents contemplated hereby be drawn up in English (and in the local language of the PTC affiliate issuing the Purchase Order where required by applicable laws).