



SERVICEMAX CLOSED BETA PROGRAM AGREEMENT

Version Date: October 2, 2023

This ServiceMax Closed Beta Program Agreement (“**Agreement**”) governs Customer’s participation in the Closed Beta Program (“**Program**”) and acquisition and use of Services (defined below). Capitalized terms have the meaning stated in this Agreement. **Customer accepts and agrees to this Agreement by executing a Program exhibit (“Program Exhibit”) that references this Agreement. This Agreement is effective between Customer and ServiceMax as of the last date that the Program Exhibit incorporating this Agreement is signed (“Effective Date”).**

ServiceMax’s direct competitors may not participate in any Program without ServiceMax’s prior written consent.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows.

1. Participation in the Program. The Program may contain one or more pre-release, pilot, beta, limited release, developer preview, non-production, evaluation, or similar description versions of ServiceMax services or software (collectively “**Services**”). The Services may be a separate, stand-alone service accessible apart from the generally available service to which Customer subscribes, or it may be a feature or functionality of a generally available service. ServiceMax will provide a further description of and information about the Service in a Program Exhibit.

1.1. Eligibility and Privacy. Customer may only participate in the Program if Customer is an existing ServiceMax customer in good standing with an existing commercial agreement for generally available ServiceMax products or services (“**Underlying Agreement**”) and remains so for the duration of the Program. The ServiceMax Acceptable Use Policy located at <https://www.servicemax.com/pdfs/aup> and the PTC Privacy Policy located at <https://www.ptc.com/en/documents/policies/privacy> are incorporated by reference herein and control for any term not specifically addressed in this Agreement. ServiceMax will process any personal information from Customer in accordance with the Data Processing Addendum located at <https://www.ptc.com/en/documents/legal-agreements/data-processing-terms-and-conditions> unless the parties have negotiated a Data Processing Addendum, in which case the negotiated document will apply. If the Underlying Agreement terminates, then participation in the Program will automatically terminate.

1.2. Feedback. ServiceMax makes the Services available to Customer for purposes of evaluation and feedback without any compensation or reimbursement of any kind from or to ServiceMax. Customer acknowledges the importance of communication between ServiceMax and Customer during Customer’s use of the Services and hereby agrees to receive related correspondence and updates from ServiceMax. If Customer requests to opt out from such communications, Customer’s participation in the Program will be canceled. During the Program, Customer will be asked to provide suggestions, enhancement requests, recommendations, or other feedback regarding Customer’s use of the Services (collectively, “**Feedback**”). Customer may also be asked to participate in marketing activities, such as endorsement publications, personal appearances, and references, subject to Customer’s prior consent and reasonable availability. In all cases, Customer acknowledge that ServiceMax owns all rights in Feedback provided. ServiceMax will solely own products and services developed by or for ServiceMax and its affiliates that include Feedback.

2. Services

2.1. Right to Access. Subject to the terms of this Agreement and the Program Exhibit, ServiceMax hereby grants Customer a non-exclusive, no-fee, non-sublicensable, non-transferable, limited right to access and use the Services described in a fully signed Program Exhibit. Customer retains ownership of any data it puts into a Service. ServiceMax retains all intellectual property rights in the Services. This Agreement does not grant Customer any right to use ServiceMax trademarks or service marks. All rights not granted to Customer in this Agreement are reserved to ServiceMax. ServiceMax is not obligated to provide any maintenance, technical, or other support for the Services.

2.2. No Guaranty of Services General Availability. Customer acknowledges that ServiceMax has not made any representations, promises, or guarantees that the Services will ever be announced or made available to anyone in the future, and that ServiceMax has no express or implied obligation to Customer to announce or introduce the Services. ServiceMax may discontinue the Program or any Service at any time, in its sole discretion, with or without notice. If ServiceMax makes a Service generally available, it will be subject to ServiceMax’s then-current terms and conditions and pricing.

2.3. **Usage Restrictions and Conditions.** Limitations specific to any Service may be contained in the Program Exhibit. Customer may use the Services pursuant to this Agreement and the Program Exhibit during any period when the Program Exhibit is live unless stated otherwise in the Program Exhibit. Customer must not: (a) make any Service available to anyone other than Customer's employees who have been made aware of the terms of this Agreement and Program Exhibit, and agree to abide by them; (b) sell, encumber (e.g., by lien, security interest, etc.), resell, license, sublicense, distribute, rent or lease any Service, or include any Service in a production environment or service bureau, managed service, or outsourcing offering; (c) use a Service in violation of the Acceptable Use Policy; (d) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein; (e) install and operate counterfeit versions of the Service; (f) attempt to gain unauthorized access to any Service or its related systems or networks; (g) permit direct or indirect access to or use of any Services in a way that circumvents a contractual or technical usage limit, or use any Services to access, copy or use any of ServiceMax intellectual property except as permitted under this Agreement or a Program Exhibit; (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof; (i) frame or mirror any part of any Service; (j) access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or access it to (1) build a competitive product or service; or (2) build a product or service using similar ideas, features, functions or graphics of the Service.

3. **Customer Termination for Convenience.** Customer may discontinue Customer's use of a Service under a Program Exhibit or participation in the entire Program at any time by providing written notice to ServiceMax.

4. **Modification and Termination of the Service or the Program.** At any time in ServiceMax's sole discretion with or without notice, ServiceMax may modify or terminate the Program or the Services, or Customer's use of the Program or the Services, or limit Customer's participation in the Program. Customer's continued participation in the Program, use of the Services, or both after those changes constitutes Customer's acceptance of those changes.

5. **Disclaimer of Warranties.** Customer understands that the Services are not generally available and are provided on an "AS IS" and "AS AVAILABLE" basis. To the extent allowed by applicable law, ServiceMax expressly disclaims all warranties and conditions of any kind, whether express, implied or statutory, including but not limited to, the implied warranties of merchantability, satisfactory quality, title, fitness for a particular purpose, and non-infringement. ServiceMax does not warrant that any Service will meet Customer's requirements, or will be uninterrupted, timely, secure, or error-free. ServiceMax does not warrant that Customer will obtain any particular results using the Services. Customer's participation in the Program and use of any Services is at Customer's sole risk.

6. **Limitation of Liability.** To the extent allowed by applicable law, ServiceMax will not be liable for any indirect, special, consequential, exemplary, or incidental damages related to Customer's use of the Services or participation in Program, including any loss of data, income, or opportunity, lost profits, or costs of recovery of any other damages based on any theory, whether in contract, tort (including negligence) or violation of statute, even if ServiceMax has been advised of the possibility of such damages. To the extent allowed by applicable law, ServiceMax's total liability to Customer under this Agreement will be limited to US\$1,000.

7. **Confidential Information.** "Confidential Information" means business information disclosed under this Agreement by one party ("Discloser") to the other party ("Recipient") that is identified as "confidential" or similar designation or is known, or reasonably should be known by the Recipient based on the nature and content of the disclosed information, to be confidential. The Services and all data made available during a Program Exhibit regarding the Services are ServiceMax's Confidential Information. Confidential Information does not include information that is: (a) rightfully in the Recipient's possession before or after the Effective Date without prior obligation of confidentiality to the Discloser; (b) a matter of public knowledge; or (c) independently developed by the Recipient without reference to the Discloser's Confidential Information. The Recipient may use the Confidential Information only for the purposes of the Program and each Program Exhibit ("Purpose"). The Recipient agrees to protect the Confidential Information from unauthorized use or disclosure to third parties as the Recipient protects its own confidential information, but in no case using less than reasonable care. Neither party may issue any public statements regarding this Agreement or the parties' activities related to the Purpose without the prior written consent of the other party. A Recipient may disclose the Confidential Information if required by a government or court with jurisdiction, only if the Recipient provides the Discloser with reasonable advance written notice so that the Discloser may contest the legally required disclosure or seek a protective order. Customer acknowledges and agrees that: (a) the successful market launch of commercial versions of the Services requires Customer



to keep confidential all ServiceMax Confidential Information until ServiceMax makes that information public; (b) the premature release of any of the ServiceMax Confidential Information will damage ServiceMax's competitive edge and intellectual property rights for which ServiceMax has no adequate remedy at law, and ServiceMax will be entitled to seek injunctive relief without posting a bond; (c) the ServiceMax Confidential Information must not be shared with anyone other than other authorized participants using the same Service, if any; and (d) only ServiceMax Confidential Information that has been publicly released by ServiceMax may be discussed or shown to the public. Except as stated above, each party will protect Confidential Information as such for 2 years from the termination of each Program Exhibit. Personal information is governed by the terms of Section 1.1 above.

8. Additional Terms. This Agreement is governed by and will be construed in accordance with the laws of the State of Massachusetts without regard to its choice of laws provisions. Any disputes arising out of or related to this Agreement will be brought in the state and federal courts of Suffolk County, Massachusetts. If there is a conflict between this Agreement and a Program Exhibit, the Program Exhibit will control only if it expressly states that it is modifying the Agreement. Each party will comply with applicable export laws in connection with use of the Services. If Customer choose to access the Services from locations other than the United States, Customer does so on Customer's own initiative and at Customer's own risk. Customer is responsible for compliance with all applicable laws and regulations in connection with this Agreement and each Program Exhibit. This Agreement supersedes any prior or contemporaneous oral or written agreements concerning the subject matter hereof. A waiver of a right or obligation in one instance will not be deemed a waiver of that right or obligation for all instances. If any term of this Agreement is deemed unenforceable, it will be severed, and the other terms of the Agreement will remain in force. Notices will be sent to the parties addresses stated in the Program Exhibit.