

# Customer and Partner Acceptable Use Policy

(Version date: June 23, 2023)

This Customer and Partner Acceptable Use Policy (“AUP”) sets forth the standards by which ServiceMax products and ServiceMax websites (collectively **ServiceMax Resources**) may be used and shall apply to all ServiceMax customers, partners, and their employees. Companies that have agreements with ServiceMax and/or that use ServiceMax websites (“Users”) are responsible for the behavior of their employees and contractors who use or resell ServiceMax Resources. ServiceMax provides examples of use of ServiceMax Resources that is prohibited by this policy (“Misuse”), but those examples are not exhaustive. ServiceMax may decide that other Misuse not listed as an example is prohibited, and ServiceMax’s decision about what constitutes Misuse is final. ServiceMax may change this AUP by posting an updated version at <https://www.servicemax.com/pdfs/aup> and such updates will be effective upon posting. Users are responsible for checking the “Last updated” date at the top of the AUP to see if there is an updated document.

## 1. Violations

Subject to applicable law, ServiceMax may, but is under no obligation to, monitor use of ServiceMax Resources at any time for security and management purposes, including compliance with this AUP. Any verified Misuse will be considered a material breach of the agreement or website terms into which this AUP is incorporated by reference, and the rights and remedies for breach of that agreement or website will apply in addition to those stated in this AUP. Regardless of any term in the agreement or website terms into which this AUP is incorporated, ServiceMax reserves the right to suspend, disconnect or otherwise terminate access to the ServiceMax Resources for any verified Misuse or any use that otherwise appears unlawful. ServiceMax will investigate incidents involving any violations and may involve and will cooperate with law enforcement if a criminal violation is suspected.

## 2. Prohibited Actions and Materials

- a) **Illegal Activity.** Users may access and use the ServiceMax Resources only for lawful purposes. Users must not use of the ServiceMax Resources to transmit, distribute, retrieve, or store any information, data, or other material in violation of any applicable law or regulation. Examples of Misuse prohibited under this AUP include:
  - Using or transmitting any data that is protected by copyright, trademark, trade secret, patent, or other intellectual property right without proper authorization.
  - Transmitting any material that constitutes an illegal threat, violates export control laws, or is obscene, defamatory, or otherwise unlawful.
  - Transmitting material that is unlawful, libelous, defamatory, obscene, indecent, explicit, lewd, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable.

- Advancing hacking, cracking, phishing, or any other efforts to gain unauthorized access into the ServiceMax Resources, including transmitting harmful code such as viruses, Trojan horses and the like.
- b) **Unauthorized Access/Interference.** Users must not attempt to gain unauthorized access to or attempt to interfere with or compromise the normal functioning, operation, or security of any portion of the ServiceMax Resources. Additional examples of Misuse include:
- Monitoring any information or communications on any ServiceMax Resource, including any attempt to probe the vulnerability of the ServiceMax Resource or to avoid or breach security or authentication measures.
  - Interfering with any other User’s use of the ServiceMax Resources.
  - Falsifying the origin or routing information for communications.
- c) **Unsolicited E-mails.** Users must not use the ServiceMax Resources to transmit unsolicited communications or deliberately send large attachments or files to recipients that disrupt other IT resources.
- d) **Unauthorized Content.** The ServiceMax Resources are not intended for transmitting sensitive personal information (e.g., health, social security, payment card, etc.), ITAR or similarly restricted information, or content that would disparage ServiceMax. Users agree not to transmit Unauthorized Content using the ServiceMax Resources.