

SERVICEMAX HOSTED SERVICES AGREEMENT

(Version date: April 12, 2023)

This Hosted Services Agreement (“**Agreement**”) governs Customer’s acquisition and use of ServiceMax Services. Capitalized terms have the definitions stated below.

If Customer receives Free Services from ServiceMax, the applicable provisions of this Agreement will also govern that use.

Customer accepts and agrees to this Agreement by: (a) executing a Sales Order that references this Agreement; or (b) using any ServiceMax Services. If the individual accepting this Agreement is accepting on behalf of a legal entity, such individual represents that they have the authority to bind such entity and its Affiliates. If the individual accepting this Agreement does not have such authority, or does not agree with this Agreement, such individual must not accept this Agreement and may not use the ServiceMax Services.

ServiceMax’s direct competitors may not access or use ServiceMax Services without ServiceMax’s prior written consent.

This Agreement is effective between Customer and ServiceMax as of the date Customer accepts this Agreement (“**Effective Date**”).

1. Definitions

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Customer**” means in the case of an individual accepting this Agreement on behalf of a legal entity, the legal entity for which such individual is accepting this Agreement, and Affiliates of that entity (for so long as they remain Affiliates) which have signed Sales Orders.

“**Customer Data**” means electronic data and information submitted by or for Customer to the ServiceMax Services.

“**Documentation**” means the then-current description of the ServiceMax Services in the Product Guide available at <https://www.servicemax.com/pdfs/product-guide>, the support policies at <https://www.servicemax.com/support-policy>, and other user manuals, help windows, and readme files that ServiceMax makes available to its customers generally and as updated by ServiceMax from time to time. ServiceMax’s Open Source Notice is posted at the same site as the support policies.

“**Free Services**” means ServiceMax Services that ServiceMax makes available to Customer free of charge, including any free trial (regardless of whether it is called a free trial, evaluation, or proof of concept) of ServiceMax Services.

“**Purchased Services**” means generally available ServiceMax Services, as updated by ServiceMax from time to time, that Customer or Customer’s Affiliate purchases under a Sales Order, as distinguished from Free Services.

“**Sales Order**” means an ordering document specifying the ServiceMax Services to be provided hereunder that is entered into between Customer or any of its Affiliates and ServiceMax, including any addenda and supplements thereto. By signing a Sales Order that incorporates this Agreement, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“**ServiceMax Services**” means Purchased Services and Free Services, including associated ServiceMax offline and mobile components (if any), as described in the Documentation.

“**ServiceMax**” means the ServiceMax, Inc., a company incorporated in Delaware and based in Pleasanton, California.

“**Trust Center**” means the ServiceMax published Security (<https://www.servicemax.com/trust/security>) and Resilience (<https://www.servicemax.com/trust/resiliency>) provisions, as updated by ServiceMax from time to time.

“**User**” means an individual who is authorized by Customer to use a ServiceMax Service, for whom Customer has purchased a subscription (or in the case of any ServiceMax Services provided by ServiceMax without charge, for whom a Free Service has been provisioned), and to whom Customer (or, when applicable, ServiceMax at Customer’s request) has supplied a user identification and password (for ServiceMax Services utilizing authentication). Users may include, for example, employees, consultants, contractors, and agents of Customer, and third parties with which Customer transacts business.

2. ServiceMax Responsibilities

2.1. Provision of Purchased Services. ServiceMax will: (a) make the Purchased Services available to Customer pursuant to this Agreement (including the Professional Services described below), the Trust Center, the applicable Sales Orders, and the Documentation; (b) provide to Customer applicable ServiceMax support identified in the Sales Order for the Purchased Services; (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime or emergency maintenance for the Paid Service; and (ii) any unavailability caused by circumstances beyond ServiceMax's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving ServiceMax employees), actions/inactions by persons other than ServiceMax and its contractors, third party products or services used with the Paid Service, outages that are less than 5 continuous minutes in duration (e.g., monitor connectivity glitches), Internet, hosting or platform service provider failure or delay, or denial of service attack.; and (d) provide the Purchased Services in accordance with laws and government regulations applicable to ServiceMax's provision of its Purchased Services to its customers generally (i.e., without regard for Customer's particular use of the Purchased Services), and subject to Customer's and Users' use of the Purchased Services in accordance with this Agreement, the Documentation and the applicable Sales Order.

2.1.1. Professional Services. ServiceMax will provide the Professional Services as stated in Exhibit 1 and any applicable SOW.

2.1.2. Protection of Customer Data. ServiceMax will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data, as described in the Trust Center for those situations in which ServiceMax has access to Customer Data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). The Data Processing Addendum ("DPA") posted as of the Effective Date and currently available at <https://www.servicemax.com/pdfs/dpa> is hereby incorporated by reference. To the extent Personal Data from the European Economic Area, the United Kingdom and Switzerland are processed by ServiceMax, the applicable Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer's acceptance of this Agreement, and an applicable Affiliate's execution of a Sales Order, shall be treated as its execution of the Standard Contractual Clauses and Appendices.

2.2. ServiceMax Personnel. ServiceMax will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with ServiceMax's obligations under this Agreement.

2.3. Free Services. ServiceMax may make Free Services available to Customer. Use of Free Services is subject to the terms and conditions of this Agreement. If there is a conflict between this section and its subsections, and any other portion of this Agreement, this section and its subsections shall control. Free Services are provided to Customer without charge up to certain limits as described in the Sales Order.

2.3.1. Access to Free Services. If Customer and ServiceMax agree, ServiceMax will make the generally available ServiceMax Service(s) available to Customer on a trial basis free of charge until the earlier of: (a) the end of the agreed free trial period; or (b) the start date of any Purchased Service subscriptions identified in a Sales Order; or (c) termination by ServiceMax in its sole discretion without notice. Usage over the agreed limits requires Customer to purchase additional resources or services. ServiceMax will not be liable to Customer or any third party for such termination. Additional trial terms and conditions may apply. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. Any data Customer places in the ServiceMax Services, and any configurations made to the ServiceMax Services by or for Customer during the free trial will be permanently lost unless Customer purchases a subscription to the same ServiceMax Service as those covered by the free trial or exports such data before the end of the trial period. Customer cannot transfer data entered or configurations made during the free trial to a different version of the ServiceMax Service. If Customer purchases a different version of the ServiceMax Service from that used in the free trial, then Customer must export the Customer Data before the end of the free trial period, or the Customer Data will be permanently lost. Customer is solely responsible for exporting Customer Data from the Free Services prior to termination of Customer's access to the Free Services for any reason, provided that if ServiceMax terminates Customer's account, except as required by law, ServiceMax will provide Customer a reasonable opportunity to retrieve its Customer Data

2.3.2. Regardless of the other terms of this Agreement, Free Services are provided "AS IS" and "AS AVAILABLE" without any warranty or indemnity, notwithstanding such terms elsewhere in this Agreement. If applicable law requires

ServiceMax to provide an indemnity for Free Services, then ServiceMax's liability is limited to a maximum of US\$1,000. Without limiting the foregoing, ServiceMax and licensor do not represent or warrant to Customer that: (a) Customer's use of the Free Services will meet Customer's requirements; or (b) Customer's use of the Free Services will be uninterrupted, timely, secure, or free from error. Notwithstanding the "Limitation of Liability" section below, Customer is fully liable under this Agreement to ServiceMax for any damages arising out of Customer's use of Free Services, any breach of this Agreement, and any of Customer's indemnification obligations under this Agreement.

3. Use of ServiceMax Services

- 3.1. Subscriptions.** Unless otherwise provided in the applicable Sales Order or Documentation. Purchased Services are purchased as subscriptions for the term stated in the applicable Sales Order. Customer may purchase additional subscriptions as provided in the section called Fees below. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written comments made by ServiceMax regarding future functionality or features.
- 3.2. Usage Limits.** ServiceMax Services are subject to usage limits specified in Sales Orders and the Documentation. If Customer exceeds a contractual usage limit, ServiceMax may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding ServiceMax's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute a Sales Order for additional quantities of the applicable ServiceMax Services promptly upon ServiceMax's request and pay any invoice for excess usage in accordance with the "Fees and Payment" section below.
- 3.3. Customer Responsibilities.** Customer will: (a) be responsible for Users' compliance with this Agreement, Documentation and Sales Orders; (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, and Customer's use of Customer Data with the ServiceMax Services; (c) use commercially reasonable efforts to prevent unauthorized access to or use of ServiceMax Services and notify ServiceMax promptly of any such unauthorized access or use; and (d) use ServiceMax Services only in accordance with this Agreement, the Documentation, Sales Orders and applicable laws and government regulations; and (e) maintain all equipment and ancillary services necessary to operate the ServiceMax Services. If, in ServiceMax's judgement, Customer's or Users' use the ServiceMax Services in breach of the foregoing, or threatens the security, integrity or availability of any ServiceMax Services, then ServiceMax may immediately suspend Customer's use of the ServiceMax Services. However, ServiceMax will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.
- 3.4. Usage Restrictions and Conditions.** Customer must not: (a) make any ServiceMax Service available to anyone other than Customer or Users, or use any ServiceMax Service for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in a Sales Order or the Documentation; (b) sell, encumber (e.g., by lien, security interest, etc.), resell, license, sublicense, distribute, rent or lease any ServiceMax Service, or include any ServiceMax Service in a service bureau, managed service, or outsourcing offering; (c) use a ServiceMax Service in violation of the Acceptable Use Policy located at <https://www.servicemax.com/pdfs/aup>; (d) interfere with or disrupt the integrity or performance of any ServiceMax Service or third-party data contained therein; (e) install and operate counterfeit or unauthorized versions of the ServiceMax Service; (f) attempt to gain unauthorized access to any ServiceMax Service or its related systems or networks; (g) permit direct or indirect access to or use of any ServiceMax Services in a way that circumvents a contractual or technical usage limit, or use any ServiceMax Services to access, copy or use any of ServiceMax intellectual property except as permitted under this Agreement, a Sales Order, or the Documentation; (h) modify, copy, or create derivative works of a ServiceMax Service or any part, feature, function or user interface thereof; (i) frame or mirror any part of any ServiceMax Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation; (j) access the ServiceMax Service for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes; or (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a ServiceMax Service or access it to (1) build a competitive product or service; (2) build a product or service using similar ideas, features, functions or graphics of the ServiceMax Service; or (3) copy any ideas, features, functions or graphics of the ServiceMax Service.
- 3.5. Compliance Verification.** Customer must: (a) maintain and use systems and procedures that allow Customer to accurately track its use of the ServiceMax Services; (b) certify to ServiceMax in writing, at ServiceMax's reasonable request, that its use of ServiceMax Services fully complies with this Agreement, indicating the number of ServiceMax Service licenses deployed at that time; and (c) cooperate fully and timely with ServiceMax and its auditors if ServiceMax notifies Customer that it will conduct an audit to confirm its compliance with this Agreement. Any such audit will be conducted during normal business hours. If

ServiceMax determines that Customer is using Service Services in violation of this Agreement, Customer agrees to immediately purchase licenses for the applicable ServiceMax Services at the then-current list price to bring its use into compliance. If Customer over-deployed ServiceMax Services by 5% or more, then Customer agree to pay the total cost of the audit, in addition to any other liabilities Customer may have to ServiceMax.

4. Non-ServiceMax Products and Services. ServiceMax or third parties may make available third-party products or services, and implementation or other services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any non-ServiceMax provider, product or service is solely between Customer and the applicable non-ServiceMax provider. ServiceMax does not warrant or support non-ServiceMax products or services, whether they are designated by ServiceMax as “certified” or otherwise, unless expressly provided otherwise in a Sales Order. ServiceMax is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such non-ServiceMax product or service or their providers.

5. Fees and Payment

5.1. Fees. Customer will pay all fees specified in Sales Orders. Except as otherwise specified herein or in a Sales Order: (a) fees are based on ServiceMax Services subscriptions purchased and not actual usage; (b) payment obligations are non-cancelable, and fees paid are non-refundable except as expressly stated in this Agreement; and (c) quantities purchased cannot be decreased during the relevant subscription term. If Customer adds more licenses to an existing Sales Order, the term of the additional licenses will be coterminous with that Sales Order, and unless otherwise agreed in writing, the pricing for the additional licenses will be the same as the price in the that Sales Order, prorated for the remainder of the Sales Order term. Customer may increase or decrease the number of licenses at the beginning of new or renewal term of a Sales Order. Pricing may differ if Customer decreases the number of licenses.

5.2. Invoicing and Payment. If applicable to Customer’s processes, Customer will provide ServiceMax with a valid purchase order or alternative document reasonably acceptable to ServiceMax, but Customer’s failure to provide a purchase order will not allow Customer to postpone or delay payment. ServiceMax will invoice Customer in advance and otherwise in accordance with the relevant Sales Order. Unless otherwise stated in the Sales Order, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to ServiceMax and notifying ServiceMax of any changes to such information.

5.3. Overdue Charges. If any invoiced amount is not received by ServiceMax by the due date, then without limiting ServiceMax’s rights or remedies: (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower; and/or (b) ServiceMax may condition future subscription renewals and Sales Orders on payment terms shorter than those specified in the “Invoicing and Payment” section above. For payments that are 30 days or more overdue, ServiceMax may, in addition to the foregoing and without limiting its other rights and remedies, accelerate Customer’s unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and/or suspend ServiceMax Services until such amounts are paid in full, provided that, ServiceMax will give Customer at least 10 days’ prior written notice that its account is overdue, in accordance with the “Manner of Giving Notice” section below for billing notices, before suspending services to Customer.

5.4. Payment Disputes. ServiceMax will not exercise its rights under the “Overdue Charges” or “Suspension of Service and Acceleration” sections above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5.5. Taxes. ServiceMax's fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use, or withholding taxes assessable by any jurisdiction whatsoever (collectively, “**Taxes**”). Customer is responsible for paying all Taxes associated with its purchases hereunder. If ServiceMax has the legal obligation to collect and remit Taxes for which Customer is responsible under this section, ServiceMax will invoice Customer based on a ship-to location and Customer will pay that amount unless Customer provides ServiceMax with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is accessing ServiceMax services in multiple locations across the US, the Customer shall cooperate with ServiceMax to provide applicable multiple point of use exemption documentation that will be acceptable to all relevant taxing authorities. Customer will also promptly notify ServiceMax on any changes to ship-to location. For clarity, ServiceMax is solely responsible for taxes assessable against it based on its income or property. Applicable taxes, if any, shall be billed as a separate item on the invoice, to the extent possible. ServiceMax reserves the right to increase any fees in the event a withholding prevents ServiceMax from receiving the price specified above. If any government or regulatory authority determines that Taxes are due and payable by Customer for ServiceMax services rendered to date and

seeks such Taxes and any associated surcharge, interest and/or penalty (collectively “**Charges**”) from ServiceMax, ServiceMax may pay the Charges and Customer will promptly reimburse ServiceMax for all Charges.

6. Proprietary Rights and Licenses

- 6.1. Customer Right to Use; Reservation of Rights. Subject to Customer’s compliance with this Agreement, the Documentation, and the Sales Orders, ServiceMax grants Customer a fee-based (for Purchased Services), non-exclusive, non-sublicensable, non-transferable, limited right to use the ServiceMax Services identified in any mutually agreed Sales Orders. ServiceMax may compile anonymized and/or aggregated data related to Customer’s usage of the ServiceMax Service, and will own and may use such data for its internal business purposes and disclose such data to third parties to the extent that Customer is not identified as the source of such data and as long as the data does not reveal the identity, whether directly or indirectly, of any individual, or specific data entered by or relating to any individual. ServiceMax reserves all rights not expressly granted to Customer, including all related intellectual property rights in the ServiceMax Services.
- 6.2. License by Customer to ServiceMax. Customer grants ServiceMax, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Customer Data as appropriate for ServiceMax to provide and ensure proper operation of the ServiceMax Services and associated systems in accordance with this Agreement. Customer is responsible for ensuring that it has sufficient rights under applicable law to grant this right to ServiceMax. ServiceMax may include Customer’s name or logo in its customer lists in accordance with Customer’s standard guidelines and may refer to Customer’s intended use of the ServiceMax Service in its marketing materials and on its websites as well as in discussions with ServiceMax customers, prospective customers, and industry and financial analysts. If Customer chooses to use a third party product or service with a ServiceMax Service, Customer grants ServiceMax permission to allow the third party and its provider to access Customer Data and information about Customer’s usage of the third party product or service as appropriate for the interoperation of that third party product or service with the ServiceMax Service. Subject to the limited licenses granted herein, ServiceMax acquires no rights from Customer or its licensors under this Agreement in or to any Customer Data or third party product or service.
- 6.3. Feedback. Customer grants to ServiceMax and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its product and services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or Users relating to ServiceMax Services. In addition, ServiceMax and its Affiliates may use information derived from Customer Data or generated by the ServiceMax in performing under this Agreement to maintain, protect, create, develop, and improve the ServiceMax service offerings and other ServiceMax products and services, to the extent permitted by applicable law.
- 6.4. Federal Government End Use Provisions. ServiceMax provides the ServiceMax Services, including related software and technology, for ultimate federal government end use in accordance with the following: The ServiceMax Services consist of “commercial items,” as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the ServiceMax Services shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

7. Confidentiality

- 7.1. “**Confidential Information**” means business or technical 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. 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.
- 7.2. Use and Protection. The Recipient may use the Confidential Information only for purposes of performing under this Agreement and any Sales Orders. 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. Either party may disclose the Confidential Information to its attorneys, accountants, or advisors and ServiceMax may provide Confidential Information to employees of its applicable wholly owned subsidiaries (collectively, “**Representatives**”) that are subject to

confidentiality obligations consistent with this Agreement and who need to know the Confidential Information to assist with performing under this Agreement or Sales Orders. Neither party may issue any press release regarding this Agreement without the prior written consent of the other party.

- 7.3. Compelled Disclosures. 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.
- 7.4. No Warranties. Confidential Information is provided “as is” without any warranty or representation as to the accuracy or completeness of the Confidential Information. The Recipient uses the Confidential Information at its own risk.
- 7.5. Ownership; No License. Each party retains ownership of its Confidential Information. Other than a license to use Confidential Information as stated above, neither party provides any license to the other party under applicable intellectual property laws in connection with this Agreement. Upon expiration or termination of the Agreement, each party will destroy or return the Confidential Information of the other but may retain one copy of the Confidential Information to the extent otherwise permitted under applicable law, regulation, or rule or practice governing professionals.

8. Representations, Warranties, and Disclaimers

- 8.1. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.
- 8.2. ServiceMax Warranties. ServiceMax warrants that during an applicable subscription term for Purchased Services: (a) this Agreement, the Trust Center, and the DPA will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data; (b) ServiceMax will not materially decrease the overall security of the Purchased Services; (c) the Purchased Services will perform materially in accordance with the applicable Documentation; and (d) ServiceMax will not materially decrease the overall functionality of the Purchased Services. For any breach of a warranty above, Customer’s exclusive remedies are those described in the “Termination” and “Refund or Payment upon Termination” sections below.
- 8.3. Disclaimers. **Except as expressly provided in this Agreement, neither party makes any warranty or representation of any kind, whether express, implied, statutory, or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement, to the maximum extent permitted by applicable law. Free Services are provided “AS IS” and “AS AVAILABLE” without of any warranty.**

9. Mutual Indemnification

- 9.1. Indemnification by ServiceMax. ServiceMax will defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party’s U.S. intellectual property rights (each a “**Claim Against Customer**”), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by ServiceMax in writing of a Claim Against Customer, provided Customer: (a) promptly gives ServiceMax written notice of the Claim Against Customer; (b) gives ServiceMax sole control of the defense and settlement of the Claim Against Customer (except that ServiceMax may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability); and (c) gives ServiceMax all reasonable assistance, at ServiceMax’s expense. If ServiceMax receives information about an infringement or misappropriation claim related to a Purchased Service, ServiceMax may in its discretion and at no cost to Customer: (i) modify the Purchased Service so that it is no longer claimed to infringe or misappropriate, without breaching ServiceMax’s warranties under section 8.2 (“ServiceMax Warranties”) above; (ii) obtain a license for Customer’s continued use of that Purchased Service in accordance with this Agreement; or (iii) terminate Customer’s subscriptions for that Purchased Service upon 30 days’ written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if: (1) a Claim Against Customer arises from (1) any combination, operation or use of the Purchased Service with any other products, services, items, or technology that are not ServiceMax-branded; (2) Free Services; (3) Customer’s breach of this Agreement (including terms incorporated by reference) or the applicable Sales Orders; (4) Customer Content; (5) use for a purpose or in a manner for which the Purchased Service was not designed, or use after ServiceMax notifies Customer to cease this use due to a possible or pending claim for intellectual property infringement; (6) any modification to, or customized configuration of, the Purchased Service performed by any person other than ServiceMax or ServiceMax’s authorized representatives; (7) any modification to or customized configuration of the Purchased Service performed by ServiceMax pursuant to Customer’s instructions, designs, specifications or any other information Customer provided; (8) use of any version of the Purchased Service when an upgrade or newer iteration of the Purchased Service made

available by ServiceMax would have avoided the infringement; (9) services Customer provides (including any claims seeking damages based on any revenue or value Customer derives from its products or services or Customer Content); or (10) any data or information that Customer or a third party records on or utilizes in connection with the Purchased Service.

- 9.2. Indemnification by Customer.** Customer will defend ServiceMax and its Affiliates (“**ServiceMax Group**”) against any claim, demand, suit or proceeding made or brought against ServiceMax Group by a third party: (a) alleging that the configuration provided by Customer and used with the ServiceMax Services, infringes or misappropriates such third party’s intellectual property rights; or (b) arising from (i) Customer’s use of the ServiceMax Services in an unlawful manner or in violation of the Agreement (including terms incorporated by reference) or Sales Orders; (ii) any Customer Data or Customer’s use of Customer Data with the ServiceMax Services; or (iii) a third party product or service provided by Customer (each a “**Claim Against ServiceMax**”), and will indemnify ServiceMax Group from any damages, attorney fees and costs finally awarded against ServiceMax Group as a result of, or for any amounts paid by ServiceMax Group under a settlement approved by Customer in writing of a Claim Against ServiceMax, provided ServiceMax: (I) promptly gives Customer written notice of the Claim Against ServiceMax Group; (II) gives Customer sole control of the defense and settlement of the Claim Against ServiceMax Group (except that Customer may not settle any Claim Against ServiceMax Group unless it unconditionally releases ServiceMax Group of all liability); and (III) gives Customer all reasonable assistance, at Customer’s expense. The above defense and indemnification obligations do not apply if a Claim Against ServiceMax arises from ServiceMax Group’s breach of this Agreement (including terms incorporated by reference) or applicable Sales Orders.
- 9.3. Exclusive Remedy.** This “Mutual Indemnification” section states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any third-party claims described in this section.

10. Limitation of Liability

- 10.1. Limitation of Liability.** In no event shall the aggregate liability of each party together with its Affiliates arising out of or related to this Agreement exceed the total amount paid by Customer and its Affiliates hereunder for the ServiceMax Service giving rise to the liability in the 12 months preceding the first incident out of which the liability arose. The foregoing limitation will apply whether an action is in contract or tort, and regardless of the theory of liability but will not limit Customer’s and its Affiliates’ obligations under Fees and Payment section or Customer’s breach of the Usage Limits or Usage Restrictions and Conditions sections above.
- 10.2. Exclusion of Consequential and Related Damages.** In no event will either party or its Affiliates have any liability arising out of or related to this Agreement for any lost profits, revenues, goodwill or indirect, special, incidental, consequential, cover, business interruption or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party or its Affiliates have been advised of the possibility of such damages or if a party’s or its Affiliates’ remedy otherwise fails of its essential purpose. The foregoing disclaimer will not apply to the extent prohibited by applicable law.

11. Term and Termination

- 11.1. Term of Agreement.** This Agreement commences on the date Customer first accepts a Sales Order that incorporates this Agreement or Customer begins using a Free Service and continues until all subscriptions hereunder have expired or have been terminated.
- 11.2. Term of Purchased Subscriptions.** The term of each subscription for Purchased Services shall be as specified in the applicable Sales Order. Except as otherwise specified in a Sales Order, the parties will agree in a subsequent Sales Order signed by the parties to renew subscriptions for additional terms. Except as expressly provided in the applicable Sales Order, renewal of promotional or one-time priced subscriptions will be at ServiceMax’s applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any ServiceMax Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term’s per-unit pricing.
- 11.3. Termination.** Customer may only terminate licenses at the end of a subscription term and must give ServiceMax at least 60 days advance written notice of its intent to terminate some or all of its licenses. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, ServiceMax will make Customer Data in the ServiceMax Service, if any, available to Customer in compressed archive format for export or download. After such 30-day period, ServiceMax will have no obligation to maintain or provide any Customer Data and will have no liability resulting from destruction of the Customer Data. A party may terminate this Agreement for cause: (a) upon 30 days’ written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; or (b) if the other party

becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. Upon any termination for cause and unless otherwise expressly stated, all Sales Order will automatically terminate, and the licenses and rights granted to Customer thereunder will cease. Except as otherwise provided, remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.4. Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with the “Termination” section above, ServiceMax will refund Customer any prepaid fees covering the remainder of the term of all Sales Orders after the effective date of termination. If this Agreement is terminated by ServiceMax in accordance with the “Termination” section above, Customer will pay any unpaid fees covering the remainder of the term of all Sales Orders to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to ServiceMax for the period prior to the effective date of termination.

11.5. Surviving Provisions. The sections titled “Definitions”, “Compliance Verification”, “Fees and Payment,” “Feedback,” “Confidentiality (but only if a party has the other’s Confidential Information),” “Disclaimers,” “Mutual Indemnification,” “Limitation of Liability,” “Refund or Payment upon Termination,” “Surviving Provisions” and “General Provisions” will survive any termination or expiration of this Agreement. The section titled “Protection of Customer Data” will survive any termination or expiration of this Agreement for so long as ServiceMax retains possession of Customer Data.

12. General Provisions

12.1. Export Compliance. The ServiceMax Services, other ServiceMax technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. ServiceMax and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Syria, or Crimea) or in violation of any U.S. export law or regulation.

12.2. Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.3. Entire Agreement and Order of Precedence. This Agreement, the signed Sales Orders, any signed SOWs, and the applicable Salesforce terms stated in the section below called Salesforce Terms is the entire agreement between ServiceMax and Customer regarding Customer’s use of ServiceMax Services and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. All content incorporated by link into this Agreement is a part of this Agreement. The parties agree that any term or condition stated in any Customer purchase order or other Customer-generated documentation is void. If there is any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Sales Order; (2) the SOWs; (3) the Documentation; and (4) this Agreement. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

12.4. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

12.5. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement except for Salesforce.com, as further stated in the section below titled Salesforce Terms.

12.6. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

12.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

12.8. Assignment. Neither party may assign this Agreement or any of its rights or delegate any obligations hereunder, whether by operation of law or otherwise, without the other party’s prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Sales Orders), without the other party’s consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.9. Notices, Governing Law, and Venue. ServiceMax, Inc. is the entity entering into this Agreement. Customer should direct notices under this Agreement to legal@servicemax.com or to ServiceMax, Inc., 4450 Rosewood Drive, Suite 200, Pleasanton, CA 94588 Attention: Chief Legal Officer. This Agreement will be governed by the law of the State of California without regard to its choice of laws provisions. Any dispute or lawsuit arising out of or in connection with this Agreement will be brought in the state or federal courts in Alameda County, California.

12.10. Manner of Giving Notice. All notices related to this Agreement will be in writing and will be effective upon: (a) overnight delivery; (b) the fifth business day after mailing; or (c) the day of sending by email. Notices regarding breach, suspension, termination or an indemnifiable claim must be sent by overnight delivery. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant ServiceMax Services system administrator designated by Customer.

13. Salesforce Terms. Salesforce.com is an express third party beneficiary of the terms stated in this section. Customer may use the Salesforce components provided by ServiceMax solely as part of the ServiceMax Service. Customer may use the Salesforce components solely to use the functionality of the ServiceMax Service in the form it has been provided to Customer by ServiceMax. Unless otherwise indicated in a Sales Order, Customer may not use the Salesforce components to create or use custom objects beyond those that appear in the ServiceMax Service in the form that it has been provided to Customer by ServiceMax. If Customer's access to the ServiceMax Service provides Customer with access to any Salesforce functionality within it that is greater than the functionality described in the applicable ServiceMax Service's Documentation, Customer agrees to not access or use such functionality. Customers agrees that Customer's noncompliance with the terms set forth in this section would be a material breach of this Agreement and the applicable Salesforce agreement.

13.1. ServiceMax Enterprise Edition (fka Titanium). The following terms apply to Customers who purchase ServiceMax Enterprise Edition.

The purchase of ServiceMax Enterprise Edition and any other SFDC/Force Platform products under a Sales Order is subject to the Salesforce.com Terms of Use is available at

https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Agreements/alliance-agreements-and-terms/Reseller-Pass-Through-Terms.pdf.

13.2. ServiceMax Asset 360. The following terms apply to Customers who purchase ServiceMax Asset 360.

A purchase of ServiceMax Asset 360 for Salesforce requires that Customer has in effect during the Term and any renewal terms a separate agreement between the Customer and Salesforce governing Customer's use of the Salesforce Field Service.

13.3. ServiceMax FieldFX. The following terms apply to Customers who purchase ServiceMax FieldFX.

The FieldFX suite of software modules powered by Force.com®, which ServiceMax makes available to the Customer based upon the Customer separately subscribing for Users to access specific modules or functionality via the ServiceMax Service subscription, is subject to the salesforce.com service "SFDC Supplemental Terms". SFDC Supplemental Terms include the SFDC Platform Usage Terms and the SFDC Service Agreement and is published at <https://www.servicemax.com/pdfs/fieldfx-salesforceterms.pdf>.

Exhibit 1 – Professional Services

This Exhibit 1 – Professional Services (“Exhibit”) is an exhibit to the ServiceMax Hosted Services Terms. If there is any conflict between the terms of the ServiceMax Hosted Services Terms and this Exhibit, then the terms of this Exhibit will prevail. Terms not defined in this Exhibit are defined in the ServiceMax Hosted Services Terms.

1. Definitions

“**Deliverables**” means those tangible items specified in an SOW that ServiceMax provides to Customer as part of its performance of Professional Services.

“**Professional Services**” means the configuration, implementation, training, or other professional services that ServiceMax provides to Customer under an SOW.

“**SOW**” stands for Statement of Work and means a document signed by the parties that describes the Professional Services that Customer orders from ServiceMax.

2. License to Deliverables; Ownership

- 2.1. License to Customer. Subject to the terms of the Agreement, including Customer’s timely payment of all fees, ServiceMax grants to customer a worldwide, non-exclusive, non-transferrable, limited license to use the Professional Services and associated Deliverables in Customer’s business operations in connection with use of the ServiceMax Services. Customer may allow its Affiliates to use the Deliverables for this purpose, and Customer is responsible for their compliance with this Agreement.
- 2.2. License to ServiceMax. Customer grants ServiceMax, its Affiliates and applicable contractors a worldwide, non-exclusive, limited-term license to use Customer Data as appropriate for ServiceMax to provide the Deliverables and perform agreed work under each SOW.
- 2.3. Customer Ownership. Customer retains ownership of all rights in Customer Data that may be included in Deliverables.
- 2.4. ServiceMax Ownership. Subject to Customer’s ownership of any Customer Data that may be included in Deliverables, as between Customer and ServiceMax, ServiceMax retains ownership of all Deliverables and any modifications to or derivative works of Deliverables.

3. Fees and Expenses

- 3.1. Customer shall pay ServiceMax the fees identified in each SOW.
- 3.2. Customer shall reimburse ServiceMax for all reasonable, pre-approved and appropriately documented, out-of-pocket travel and related expenses incurred by ServiceMax in performing Professional Services, in each case in accordance with the terms of the SOW. Customer shall be responsible for its own travel and out of pocket expenses associated with attending any training services at a ServiceMax facility.

4. ServiceMax Warranties for Professional Services

- 4.1. ServiceMax warrants: (a) it will provide the Professional Services in a professional and workmanlike manner consistent with good industry standards and practices; and (b) that for a period of 3 months after delivery, the Professional Services will conform to the specifications for such services set forth in the applicable SOW. As Customer’s sole and exclusive remedy, and ServiceMax’s entire liability for any breach of the foregoing warranty, ServiceMax will re-perform the Professional Services to comply with the warranty, or, if ServiceMax is unable to do so, return the fees paid to ServiceMax for such non-conforming Professional Services.
- 4.2. **Except as expressly provided in Section 4.1 above, all Professional Services are provided “AS IS”. ServiceMax, on behalf of itself and its licensors and suppliers, hereby disclaims all other warranties of any kind, whether implied, statutory, or otherwise, including any warranties of non-infringement, title, merchantability, or fitness for a particular purpose, as well as warranties arising from a course of dealing, usage, or trade practice.**

5. **Termination.** In addition to any termination rights stated in an SOW, a party may terminate an SOW for cause: (a) upon 30 days’ written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. Upon any termination for cause and unless otherwise expressly stated, all SOWs will automatically terminate, and the licenses and rights granted to Customer thereunder will cease.