



GLOBAL SERVICES AGREEMENT

This Agreement is made as of the Effective Date set forth below between PTC Inc. ("PTC") and the Customer identified on the signature page below ("Customer").

In consideration of the mutual promises contained herein, PTC and the Customer hereby agree as follows:

1. SCOPE OF AGREEMENT

This Agreement sets forth the terms and conditions covering services ("Services") described in one or more Statement(s) of Work signed by PTC and Customer ("Statement of Work"). This Agreement shall not apply to Customer's licensing of PTC's commercial software products or to PTC's provision of support services or cloud or hosting services.

2. FEES, PAYMENTS AND COSTS

2.1 The fees for Services shall be set forth in each Statement of Work. Unless otherwise expressly provided in a Statement of Work or other writing, a schedule of charges in a Statement of Work shall not be construed as a commitment to perform the Services within a fixed period of time or at a fixed price. Customer agrees to pay amounts equal to any taxes attributable to the performance of Services hereunder, except for taxes based upon PTC's net income. All invoices are due thirty (30) calendar days after the date of invoice.

2.2 Unless otherwise expressly provided in a Statement of Work, Customer shall reimburse PTC for reasonable travel and living expenses incurred by PTC personnel in the performance of the Services.

2.3 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 under this Agreement.

3. ASSIGNMENT OF PTC PERSONNEL AND CUSTOMER PARTICIPATION

3.1 PTC reserves the right to (a) determine the assignment of PTC personnel for performance of Services, (b) replace or reassign such personnel; and/or (c) subcontract with qualified third persons for part or all of the performance of the Services required under a Statement of Work. No person performing Services on behalf of PTC hereunder shall be restricted or prevented

from performing services for others that are similar to the Services provided under this Agreement.

3.2 Customer shall reasonably cooperate with PTC to facilitate PTC's performance of Services, including providing PTC timely access to Customer's computer systems, personnel, facilities, data and other information reasonably necessary to the performance of the Services.

3.3 During the term of a Statement of Work 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), the other party's personnel who have performed Services pursuant to such Statement of Work; *provided*, however, that this Section 3.3 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.

4. DELIVERABLE ITEMS; ACCEPTANCE

For Deliverables specifically identified in a Statement of Work as being subject to acceptance by the Customer (each a "Deliverable Item"), Customer agrees that the following review and acceptance process shall apply:

(a) The acceptance criteria shall be set forth in the relevant Statement of Work ("Acceptance Criteria"). Acceptance reviews are to be conducted within the framework of the Acceptance Criteria and not as an opportunity for re-defining Customer's requirements.

(b) Customer shall accept each Deliverable Item when it meets the Acceptance Criteria. Customer shall have a maximum period of ten (10) business days after delivery of a Deliverable Item (the "Evaluation Period") to verify that the Deliverable Item meets the Acceptance Criteria.

(c) If a Deliverable Item materially fails to meet the Acceptance Criteria (a "Nonconformity") and Customer provides written notice to PTC prior to expiration of the Evaluation Period, specifying the manner in which the Deliverable Item materially fails to meet the Acceptance Criteria, PTC shall use reasonable efforts to correct such Nonconformity, or proceed on another mutually

acceptable basis. Upon PTC's delivery of the revised Deliverable Item, Customer shall have an additional five (5) business days ("Verification Period") commencing upon PTC's delivery of the revised Deliverable Item to verify that the previously reported Nonconformity has been corrected.

(d) The process for review and verification described in this section shall be repeated until the Deliverable Item meets the Acceptance Criteria in all material respects or the parties agree upon some other resolution. Unless PTC receives a notice of Nonconformity as provided above, the Deliverable Items shall be deemed accepted upon expiration of the applicable Evaluation Period or the Verification Period as the case may be.

(e) Any milestone or fixed deliverable payment paid to PTC for a Deliverable Item or otherwise is non-refundable.

5. CONFIDENTIALITY AND PROPRIETARY INFORMATION/CONTROL DATA PROCEDURES/DATA PROCESSING

5.1 All information disclosed by either party to the other in connection with the Services and clearly identified as confidential or proprietary shall be safeguarded by the recipient from unauthorized disclosure to third parties 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. All such confidential information may only be disclosed to other party's employees, officers, representatives or advisers (including those of a party's affiliated companies) who need to know such information for the purpose of exercising its rights or carrying out its obligations under this Agreement. However, neither party is responsible for safeguarding information that is (a) publicly available, (b) in its possession prior to the date of this Agreement, (c) obtained by it from third parties without restriction on disclosure, or (d) developed without reference to the confidential or proprietary information disclosed hereunder.

5.2 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

5.3 Customer shall, prior to disclosing to PTC any data that is subject to International Traffic in Arms Regulations ("ITAR") or other export control requirements, notify PTC that such information is subject to such regulations or requirements, and follow such data transfer procedures as reasonable requested by PTC.

5.4 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/policies> and PTC's privacy policy <https://www.ptc.com/en/documents/policies/privacy>.

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.

6. RIGHTS IN WORK PRODUCT

6.1 Any pre-existing intellectual property owned by either party shall remain the property of that party and the other party shall obtain no ownership rights therein.

6.2 "Work Product" means any materials and any intellectual property rights embodied therein that are made, conceived, written, created, developed, reduced to practice and/or delivered by PTC in the course of providing Services hereunder, including without limitation any reports, computer software and/or software documentation created developed and/or delivered by PTC. PTC shall have exclusive ownership of the Work Product, including exclusive ownership of any copyright thereto and of any inventions, discoveries, improvements, ideas, techniques and/or know how embodied therein.

6.3 PTC grants to Customer, subject to receipt of payment by Customer and the other terms and conditions of this Agreement, a nonexclusive, perpetual, non-transferable right and license to use such Work Product solely for Customer's internal use purposes. This license shall include the right to use, prepare derivative works based upon for internal use and, with respect to documentation, copy and distribute internally only and not to third parties, such Work Product.

6.4 Notwithstanding the foregoing or anything to the contrary in this Agreement, and unless otherwise specified in a mutually agreed SOW: (a) PTC will not provide source files for any custom training materials developed and/or delivered by PTC under this Agreement, and (b) Customer will have no right whatsoever to (i) make additional copies (other than a reasonable number of backup copies) of any training materials and/or custom training materials developed and/or delivered by PTC under this Agreement, (ii)

prepare derivative works based upon any such materials, or (iii) distribute such materials to any third parties.

6.5 Without limiting PTC's ownership rights in the Work Product, PTC expressly retains the right to use and provide to third parties in the course of its business copies or portions of the Work Product or works derived from the Work Product, exclusive of any confidential or proprietary information of Customer subject to Section 5 above. PTC shall not be precluded in any way from using any generalized knowledge or expertise that PTC acquires during performance of the Services.

7. WARRANTY, LIMITATION OF LIABILITY, FORCE MAJEURE

7.1 Where a Statement of Work states Services are provided on a time and materials basis, PTC warrants that such Services shall be performed with reasonable care and skill in accordance with industry standards. PTC's entire liability and Customer's exclusive remedy for any breach by PTC of the foregoing warranty shall be that PTC shall use commercially reasonable efforts to correct and/or re-perform the deficient Services provided that Customer notifies PTC in writing of the deficient Services within thirty (30) days of PTC's original performance of such Services.

7.2 For any Deliverable Item(s) that PTC is required to deliver pursuant to a Statement of Work, PTC warrants that such Deliverable Item(s) shall operate in substantial conformity with the relevant specifications set forth in the applicable Statement of Work for a period of thirty (30) days following Customer's acceptance of such Deliverable Item(s) pursuant to Section 4 of this Agreement ("Warranty Period"). PTC's entire liability and Customer's exclusive remedy for any breach by PTC of the foregoing warranty shall be, at PTC's sole discretion, either to replace the nonconforming Deliverable Item(s) or to use diligent efforts to repair the nonconforming Deliverable Item(s) provided in each case that Customer notifies PTC in writing of the alleged nonconformity during the foregoing Warranty Period, specifying as to each nonconformity how the Deliverable Item materially fails to conform to the relevant specifications.

7.3 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. PTC DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE CODE PROVIDED HEREUNDER WILL BE UNINTERRUPTED OR ERROR FREE. THERE IS NO EXPRESSED OR IMPLIED OBLIGATION

ON THE PART OF PTC TO MAINTAIN OR ANY ITEMS PROVIDED TO CUSTOMER HEREUNDER.

7.4 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 SERVICES. IN NO EVENT SHALL PTC'S LIABILITY FOR DAMAGES HEREUNDER EXCEED THE CHARGES PAID OR PAYABLE FOR THE 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 SERVICES. PTC SHALL NOT BE RESPONSIBLE FOR THE PROTECTION OR LOSS OF CUSTOMER DATA OR INFORMATION. CUSTOMER SHALL NOT BRING ANY SUIT OR ACTION AGAINST PTC OR ANY OF ITS SUBSIDIARIES OR THEIR DIRECTORS, OFFICERS OR EMPLOYEES FOR ANY REASON WHATSOEVER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ARISES.

7.5 The parties acknowledge that the charges and fees hereunder are based in part on the limited warranty and limitation of liability set forth above.

7.6 Neither party shall 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, acts of third parties not under such party's control, and staff unavailability due to illness or other circumstances beyond such party's control.

8. TERM AND TERMINATION

8.1 This Agreement shall commence on the Effective Date set forth below and shall remain in effect for an initial term of twelve (12) months. This Agreement shall then automatically renew for successive one-year renewal terms unless either party (a) delivers to the other party prior to the end of the then-current term a written notice of non-renewal; or (b) terminates this Agreement pursuant to Section 8.2 or Section 8.3 below.

8.2 Either party may terminate this Agreement or any Statement of Work upon thirty (30) days prior written notice to the other in the event the other party fails to perform any of its material obligations hereunder, unless such other party cures such failure within such notice period. PTC may immediately suspend its performance under this Agreement in the event Customer fails to pay any PTC invoice when due.

8.3 Subject to Section 8.5 below, this Agreement or any Statement of Work issued hereunder may be terminated for convenience (i.e., without cause) by either party upon thirty (30) days written notice to the other.

8.4 Except as provided in Section 8.5, upon termination of this Agreement, all applicable fees accruing up to and including the effective date of termination, together with all reasonable costs and expenses incurred by PTC in connection therewith, shall be immediately due and payable.

8.5 If Customer elects to terminate a Fixed Price Statement of Work or one for which a fixed fee is payable then, notwithstanding such termination, PTC shall be entitled to receive the total fixed fee set forth in the Statement of Work, except solely where the Agreement is terminated pursuant to Section 8.2 above based on PTC's material and uncured failure to perform its material obligations hereunder.

9. GENERAL

This Agreement has been entered into on _____ 201_ (the "Effective Date").

Signed:

For and on behalf of Customer.

By: _____

Name: _____

Title: _____

9.1 This Agreement, including any associated Statement(s) of Work, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and extinguishes all prior or contemporaneous proposals, statements, promises, assurances, warranties, representations, documents and/or agreements relating thereto, whether made verbally or in writing by either party. Different or additional terms contained in purchase orders or other documents supplied by or to Customer shall not apply. This Agreement may be modified only by written agreement of Customer and PTC.

9.2 Sections 2, 5, 6, 7, 8.4 and 9 shall survive any termination of this Agreement.

9.3 This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Massachusetts, excluding the conflicts of laws provisions thereof. The parties irrevocably consent to the jurisdiction of the State and Federal courts of the Commonwealth of Massachusetts, which shall have exclusive jurisdiction over all disputes arising hereunder.

Signed:

For and on behalf of PTC.

By: _____

Name: _____

Title: _____