

PTC PARTNER NETWORK MASTER TERMS AND CONDITIONS

These PTC Partner Network Master Terms and Conditions (“Terms and Conditions”) are incorporated by reference into the PTC Partner Network Agreement. In the event of conflict between these Terms and Conditions and the other documents comprising the Agreement with the Partner, the order of precedence will be as specified in the Partner Registration Form (defined below).

1. DEFINITIONS

Not all of the defined terms below are used in these Terms and Conditions. Many are used in Addenda or Engagement Guides under this Agreement.

“Addendum” means the Program-specific addenda that are referenced in the Partner Registration Form.

“Agreement” means collectively the Partner Registration Form, these Terms and Conditions, the applicable Engagement Guide(s), and the applicable Addenda.

“Ancillary Technology” means all intellectual property provided or made available to Partner by or on behalf of PTC for Partner’s internal use in connection with Partner’s activities under this Agreement. By way of example but not limitation, such intellectual property may include, licenses to PTC software and materials, enablement materials (including “value ready deployment” materials), course kits and other materials provided for demonstration and/or training purposes, and Partner Licenses.

“Cloud Services” means the provision by PTC of hosting services in accordance with PTC’s then current Cloud Services terms and conditions and policies. Cloud Services are where the Customer purchases (or already owns) the licenses for the Products being made available to the Customer through the internet.

“Consulting Services” means consulting or other professional services to be delivered to a Customer by PTC or a third party appointed by PTC, which shall be made available subject to the terms and conditions of the applicable services agreement between PTC and the Customer, but specifically excluding Support.

“Customer” means a party that has acquired a License to the Products for that Customer’s own internal use and not for further resale or distribution.

“Documentation” means PTC user manuals and technical specifications shipped with the Products or made available through electronic means at the time of shipment.

“License” means the non-exclusive, non-transferable, non-assignable right to use the Products subject to the terms and conditions of the License Agreement.

“License Agreement” means the then-current version of PTC’s standard form end-user license agreement and

associated documents available at <https://www.ptc.com/en/legal-agreements>.

“Partner License” means a license granted to Partner pursuant to Section 6.1 of these Terms and Conditions.

“Partner Registration Form” means the document entitled “Partner Registration Form” executed by both PTC and Partner.

“Products” means the PTC software and training products listed in the Partner Registration Form or subsequently added by written amendment or pursuant to Section 7 of these Terms and Conditions.

“Product Price List” means PTC’s then-current, applicable, local price list for Products and Services for the country in which the Partner is headquartered.

“Program” means PTC partner programs currently in existence or created by PTC, such as, for example but without limitation, the PTC Partner Network Channel Program, the Powered by ThingWorx Program, the Services Partner Program, etc.

“Program Guide” or “Engagement Guide” means one or more guides that are either referenced in the Partner Registration Form or included on the PTC Partner Contract Website, as the same may be updated by PTC from time to time.

“PTC” refers to the PTC entity specified in the document entitled “PTC Affiliate List” located at <https://www.ptc.com/en/documents/legal-agreements/ptc-affiliates>.

“PTC Partner Contract Website” means the website on which these Terms and Conditions are posted.

“PTC Partner Portal” means the online portal containing information about the Products, Services, and certain Programs, which PTC may make available to Partner from time to time, if any.

“SaaS” means the provision by PTC of SaaS services in accordance with PTC’s then current Software as a Service terms and conditions and policies. SaaS are where the Customer does not purchase (or already own) the licenses for the Products being made available to the Customer through the internet.



"Services" means Support, Consulting Services, Cloud Services, and/or Training Services that Partner is authorized to resell.

"Subscription Licenses" mean term licenses that include (for the same fee) support for such licenses for the same period as the license.

"Support" means the provision of standard maintenance services and technical support with respect to the Products that are made available pursuant to the terms and conditions of the License Agreement.

"Term" means the term of this Agreement defined in Section 13.1, as it may be terminated in accordance with these Terms and Conditions.

"Territory" means the geographical location(s) identified on the Partner Registration Form.

"Training Services" means the PTC training courses and training products that PTC may make available from time to time for purposes of instructing end users as to the use of the Products. "Training Services" does not include PTC's e-Learning training products.

2. APPOINTMENT OF PARTNER

2.1 **Appointment as Authorized Partner.** By PTC signing a Partner Registration Form for Partner, PTC hereby appoints Partner, and Partner hereby accepts appointment from PTC, as a PTC non-exclusive partner of the type(s) specified on the Partner Registration Form. Such registration will be specific to the Products and the Territory specified in the Partner Registration Form.

2.2 **No Exclusivity.** Partner acknowledges that PTC, without incurring any obligation to compensate Partner: (a) has appointed and may appoint other partners, resellers and agents to distribute and/or provide Products and/or Services in the Territory and (b) may, without restriction, solicit orders for Products and/or Services directly from, and/or provide Products and/or Services directly to, any third party, including third parties in the Territory and including Customers and/or potential Customers of Partner.

3. FEES AND CHARGES

3.1 **Program Fees.** Partner agrees to pay such program fees as PTC establishes from time to time, as set forth in the applicable Engagement Guide(s). The program fees will be invoiced and payable per the payment terms set forth on the Partner Registration Forms or Engagement Guides. In the event PTC terminates this Agreement for convenience, PTC will refund a pro-rated amount of the annual program fees paid by Partner to PTC for the year in which termination occurs.

3.2 Partner shall pay in full all fees and charges due under this Agreement (as specified either in the Partner

Registration Form or in a Engagement Guide) within the period specified on the Partner Registration Form. Partner shall pay in full all amounts due hereunder regardless of whether Partner receives corresponding payment from the applicable Customer (where applicable). Any and all amounts payable by PTC to Partner shall be subject to offset against any claims PTC may have against Partner or any amounts owed by Partner to PTC pursuant to this Agreement or otherwise. Overdue payments from Partner shall be subject to finance charges computed at a periodic rate of 1% per month or at the maximum rate allowed by law, whichever is lower.

4. OTHER OBLIGATIONS OF PARTNER

4.1 **Expenses.** Partner will be solely responsible for any and all expenses, costs, liabilities, debts, charges, duties, taxes, tariffs and/or similar obligations incurred by Partner, its employees and agents in connection with its business and/or this Agreement. Partner represents and warrants to PTC that it has not been induced to incur any expenses in connection with or in reliance upon this Agreement.

4.2 **Marketing Materials.** PTC reserves the right to request that Partner submit to PTC for review and approval any and all advertising or marketing materials relating to the Products or Services (other than materials supplied by PTC), and shall not publish or distribute any such materials without PTC's prior written approval. Partner agrees that all such advertising and marketing materials will adhere to PTC brand requirements and usage of product and services trademarks.

4.3 **PTC Partner Portal/Other Systems.** If the PTC Partner Portal is made available to Partner, Partner shall access and review the PTC Partner Portal regularly throughout the Term to keep apprised of changes and/or updates to PTC's partner policies and procedures, Product Price List, and License Agreement. Partner hereby agrees that, with respect to its access of the PTC Partner Portal and such other systems as PTC makes available to Partner under this Agreement, Partner shall comply with the following: (i) Partner shall only provide access to such portal/systems to its personnel who have a need to access such portal/systems in order to transact business related to PTC Products and Services, (ii) when and if such personnel no longer need access to such portal/systems, Partner shall notify PTC and request that such person's access be revoked, (iii) Partner shall notify PTC if Partner becomes aware that any of its personnel have accessed such portal/systems without authorization or if any of its personnel download materials/information from such portal/systems in a manner or to an extent that indicates that the person may be using such materials/information for purposes other than to support Partner's PTC-related business activities, and (iv) the materials and information available on such portal/systems shall constitute PTC's Confidential Information under Section 8 below.

4.4 Dealings with PTC Employees. Partner agrees that Partner will not make any payments (including without limitation any commissions on sales of Products or Services) or give anything of value to any employees or personnel of PTC or any PTC affiliate without in each case obtaining prior written approval from a member of PTC's legal department.

5. PTC PROGRAMS

From time to time, PTC may create new Programs, and may invite Partner to participate in such Programs by notifying Partner of the same (email sufficient). PTC may terminate Partner's participation in any such Program if Partner fails to continue to meet the criteria established by PTC for continued participation in such Program or if Partner breaches any of the terms of the applicable Program addendum or "Engagement Guide".

6. LICENSE GRANTS AND IP RESTRICTIONS

6.1 Partner Licenses. Subject to the terms and conditions of this Agreement, upon PTC's acceptance of a request from Partner for one or more Partner Licenses, Partner is granted a non-exclusive, non-transferable, royalty free license during the Term to use the Products provided solely for the purposes specified in the applicable Registration Form, Engagement Guides or Addendum. If specified in the applicable Engagement Guide, Partner shall reimburse PTC for the actual amount of any third party royalty(ies) incurred by PTC in granting each Partner License; provided that PTC informs Partner of the amount of such royalties prior to issuing the Partner License to Partner. The number of Partner Licenses shall be as specified in the applicable Engagement Guides or may be set by PTC in its reasonable discretion and may be increased or decreased from time to time by PTC. Partner shall not market, promote, provide, or demonstrate any Products to any third party other than a bona fide potential Customer, including to any competitors of PTC. Partner shall not use Partner Licenses for any purpose not expressly permitted in the Registration Form or the applicable Engagement Guides or Addendum. To ensure Partner's compliance with the terms of this Section, Partner grants to PTC the right to audit Partner's use of the Products and compliance with the Partner Licenses and terms of this Agreement, during normal business hours upon reasonable notice. PARTNER HEREBY ACKNOWLEDGES AND AGREES THAT THE PARTNER LICENSES ARE PROVIDED "AS IS" AND THAT PTC HEREBY DISCLAIMS ALL WARRANTIES IN CONNECTION WITH THE PARTNER LICENSES, INCLUDING ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES WITH RESPECT THERETO.

6.2 Other Ancillary Technology. Partner agrees to use the Ancillary Technology solely for the purposes for which it has been provided by PTC, as expressly stated in a Engagement Guide, on the Partner Portal or otherwise communicated to Partner in writing. Partner agrees not to provide any Ancillary Technology to any third parties, except as expressly authorized in writing by PTC, and Partner will not reverse engineer any Ancillary Technology. At the end of the Term, Partner shall return all Ancillary Technology to PTC or destroy

all of the Ancillary Technology and certify to PTC that Partner has done so. Partner acknowledges and agrees that the Ancillary Technology is being provided to Partner by PTC for convenience sake, but responsibility for a successful outcome with the Customer remains with the Partner, and it is incumbent on the Partner to employ skilled, trained and (where applicable) certified personnel in order to properly use the Ancillary Technology.

6.3 Proprietary Rights. The parties hereto acknowledge and agree that, as between Partner and PTC, PTC shall retain and own all right, title and interest in and to all of PTC's intellectual property rights embodied or used in (a) all Products, Ancillary Technology, and the Programs and (b) the trademarks and logos of PTC. Except as expressly set forth in this Agreement, neither this Agreement nor any licensing by PTC of Products to Customers shall be construed as granting to Partner any license or right in or to any patent, copyright, trademark or other proprietary right of PTC or its licensors. Partner shall not manufacture, copy, modify, adapt, decompile, disassemble, or reverse engineer the Products or the Ancillary Technology, nor any software or other materials that are licensed to PTC and that PTC distributes with or in any Product ("Third-Party Products") or any associated documentation, or attempt to disable any security devices or codes incorporated in the Ancillary Technology, the Products or any Third-Party Products. Partner shall not unbundle or otherwise promote, market or sell Third-Party Products apart from the Products. All rights not expressly granted to Partner under this Agreement are reserved to PTC. Except for the limited rights granted expressly to Partner herein, PTC reserves all rights to the Products. Partner shall not use, copy, market, distribute, sublicense or otherwise transfer units of the Products for any purpose or in any manner other than as expressly permitted by this Agreement.

6.4 Virtual Images. PTC may from time to time make virtual software images of the Products (the "Images") available to Partner, solely to use for training and/or demonstration purposes relating to the Products. Partner agrees to abide by the policies and terms and conditions PTC establishes from time to time with respect to the Images, which may include, without limitation, third party software licenses that Partner may need to obtain and minimum system requirements for the hardware on which the Images are run. Partner acknowledges that the Images contain proprietary information and technology of PTC and of third parties, and Partner shall not modify or adapt any Image or resell, sublicense, or otherwise distribute or provide any Image to any third party. Partner acknowledges and agrees that the Images are being provided to Partner on an "AS IS" basis, without any warranties of any kind, express, implied, or statutory. PTC may cease providing Images to Partner at any time for any reason. Upon request, Partner agrees to return or destroy all Images and all copies thereof that PTC has provided to Partner.

6.5 Use of PTC Marks. Partner shall conduct its business under its own name and shall not state or imply that any of



its own products or services are endorsed or recommended by PTC. Partner shall not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols or labels appearing on or in any copies of the Products. Partner shall not use any PTC trademark or trade name or symbol in any way other than as specifically authorized below in this Section 6.5, and without limitation may not incorporate any PTC trademark or trade name or symbol to identify Partner's business or products or services. All use of PTC trademarks and trade names (whether registered or unregistered) shall inure solely to the benefit of PTC. Partner may use and display the trademarks of PTC to identify and market the Products only (a) on business cards and stationery of Partner indicating that it is an authorized independent partner for PTC; (b) on marketing materials prepared by PTC and delivered to Partner relating to the Products; and (c) on marketing materials prepared by Partner and approved by PTC in accordance with Section 4 of these Terms and Conditions. In each case, Partner shall comply with PTC's trademark guidelines. No other use of PTC's trademarks or trade names, or any part thereof, or any mark or name confusingly similar thereto, is authorized without the prior written consent of PTC. Partner shall not register any of PTC's trademarks or trade names or register or use any mark or name closely resembling PTC's trademarks or trade names. Partner shall not register any internet domain names that are, or that incorporate, any PTC trademarks or trade names, and Partner shall relinquish to PTC any such internet domain names it acquires or owns upon request by PTC.

6.6 Use of Partner Marks. Partner hereby agrees that PTC may identify Partner as a PTC partner and agrees to be featured as such on PTC's marketing materials and websites. Specific content associated with Partner's placement on PTC's website, press releases and marketing materials shall be subject to Partner's prior approval, not to be unreasonably withheld. Partner grants to PTC a non-transferable, non-exclusive limited license to use, for the purposes set forth in this Section, the trademarks, trade names or logos used by Partner to identify itself. PTC agrees that it will comply with Partner's reasonable trademark/logo guidelines as communicated by Partner to PTC from time to time.

6.7 Enforcement. The decision to assert a claim, or to file and prosecute a legal or enforcement action, lawsuit, legal proceeding of any type, or piracy action or communication, against an alleged infringer of any Product or Service shall be exclusively within the discretion of PTC. If PTC determines to pursue any such infringement, PTC shall be responsible for any and all costs and expenses arising out of pursuing such action. All direct or indirect sums awarded, recovered or generated resulting directly from such action shall be for the account of PTC.

7. CHANGES IN PRODUCTS OR TERMS OF LICENSE

PTC may expand, reduce, modify, amend and/or otherwise alter the list of Products and/or Services per the process set

forth in the Registration Form. In adding a new Product or Service to this Agreement, PTC may specify in such notice to Partner different discounting terms or a different territory to apply to such new Product or Service. In addition, PTC may elect to change the pricing, packaging, product names and descriptions and/or license terms and conditions for any Products and/or Services at any time and for any reason whatsoever. Following notice of discontinuance of any Products and/or Services, Partner shall cease further promotion and distribution of the discontinued Product(s) and/or Services(s) as of the applicable discontinuance date and shall otherwise comply with all applicable changes. PTC will not accept orders for Products and/or Services discontinued by PTC.

8. CONFIDENTIALITY

Each party shall maintain the confidentiality of, and shall not directly or indirectly disclose to others or use for any purpose not specifically authorized by this Agreement, any confidential or proprietary information of the other party or of any Customer that a party may now have or may hereafter obtain, including without limitation, know-how, designs, specifications, drawings, diagrams, blueprints, flow charts, technical reports, pricing, employee and customer lists, and product plans, and any other information, whether or not reduced to writing, relating to the business or products of disclosing party or any Customer. In addition, the following shall be Confidential Information of PTC: the PTC Partner Portal and all contents posted therein, the Products, the Ancillary Technology, and the terms of this Agreement. Each party shall cause each of its employees to execute such agreements as may be necessary to assure compliance with this Section.

9. COMPLIANCE WITH LAWS/ PTC CODE OF CONDUCT

9.1 Each party will comply with all applicable laws and regulations of the United States and the Territory.

9.2 With respect to its performance under this Agreement, Partner hereby represents, warrants, covenants and certifies that (a) the information provided by Partner as part of PTC's partner assessment process remains true, correct and accurate as of the date hereof and that it will notify PTC's Chief Compliance Officer of any material change in that information; (b) none of Partner or its employees, directors, officers, agents, or affiliates (collectively, "Relevant Persons") has caused nor shall cause PTC or its affiliates to be in violation of the U.S. Foreign Corrupt Practices Act of 1977 (15 U.S.C. §§ 78dd-1, et seq.) as amended ("FCPA"), or any other applicable law or regulation regarding corruption or bribery; (c) Partner and its Relevant Persons shall not with a corrupt intent, directly or indirectly, pay, promise or offer to pay, or authorize the payment of, any money or give any promise or offer to give, or authorize the giving of anything of value to any person for purposes of corruptly obtaining or retaining business for or with, or directing business to, any person; and (d) no part of any payment, compensation, reimbursement or fee received by Partner pursuant to this

Agreement or otherwise will be used directly or indirectly as a corrupt payment, gratuity, emolument, bribe, kickback, or other improper benefit to any person, including, but not limited to Relevant Persons of Partner, nor will Partner's Relevant Persons directly or indirectly request or agree to receive any such improper benefit.

9.3 Without limiting the foregoing, Partner agrees that it and the Relevant Persons will not, directly or indirectly: (i) make any payment to any of PTC's customers, any directors, officers, employees, agents, representatives, or individuals acting on behalf of PTC's customers, or any immediate family members of such individuals; (ii) without PTC's prior written consent, pay for travel, hospitalities or entertainment of any of PTC's customers or individuals employed by, or acting on behalf of, PTC's customers, or any immediate family members of such individuals; or (iii) pay any money to any PTC employee, director, officer or agent or to any immediate family member or anyone acting on behalf of any PTC employee, director, officer or agent.

9.4 Partner represents and warrants that it understands the U.S. Export Administration Regulations (15 C.F.R. Parts 730 – 774) and that neither it, nor any of its employees, directors, officers, agents, or affiliates are listed on, nor affiliated with, any entity or person that is listed on the U.S. Commerce Department's Denied Persons List, Entity List, or Unverified List, the U.S. State Department's Nonproliferation Sanctions List, or the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons (each a "List", and collectively the "Restricted Party Lists"). Further, Partner hereby confirms that it does not have any business relationships with any person or entity identified on a Restricted Party List and that it will not conduct any commercial activities with such persons or entities that in any way involve PTC goods or services. The Restricted Party Lists can be found at: http://export.gov/ecr/eg_main_023148.asp.

9.5 Partner shall not directly or indirectly export or distribute any PTC software or Ancillary Technology or provide Cloud or SaaS to a third party, either separately or as part of a system, (i) outside of the Territory, (ii) to any person/entity located in a country embargoed under U.S. law or (iii) where Partner is aware of or has a reason to believe that they will be used for Restricted Activities, or be re-exported, transferred or diverted to a person or entity engaged in Restricted Activities. "Restricted Activities" mean: (i) nuclear-related activities (including without limitation maritime nuclear propulsion projects); (ii) the design, development, production or stockpiling of missiles; and/or (iii) the design, development, production or stockpiling of biological or chemical weapons.

9.6 Partner agrees that it shall not provide or sub-contract any Services from a third party that are in any way related to the activities described in Section 9.5 unless express prior written authorization is obtained from PTC. Partner also agrees that it shall provide PTC with full information, certifications and other documentation required by PTC to

ensure that Partner and Customers have complied with all export restrictions and requirements.

9.7 In addition to the foregoing requirements of this Section, Partner acknowledges that it has received and reviewed PTC's Code of Business Conduct and Ethics (the "Code") (available at <https://investor.ptc.com/governance/governance-documents/default.aspx>) and hereby agrees that it will conduct itself in accordance with the principles of the Code or such other code of conduct adopted by Partner that conforms substantially with the Code. Partner's Relevant Persons will complete PTC's online anti-bribery training and participate in live training on the Code as reasonably requested by PTC from time to time. In addition, Partner agrees to (a) no more than once in any twelve-month period (unless PTC has reason to suspect an ethics or legal violation), permit PTC to audit Partner's books and records and interview its personnel as they relate to transactions regarding PTC software or Ancillary Technology to ascertain Partner's compliance with legal requirements, its ethical and legal obligations, and its obligations under the terms of this Agreement; (b) cooperate fully with PTC in connection with any investigations involving potential violations of this Section 9, including without limitation, allowing PTC access to relevant books and records, and (c) submit to periodic background checks of Partner by PTC and to provide the information necessary to carry out such background checks.

9.8 Partner hereby represents and warrants to PTC that, except as has been fully disclosed to PTC prior to the date of this Agreement, no PTC director, officer, employee or former employee or any immediate family member of the foregoing has, directly or indirectly, any ownership, financial, or other interest in Partner or any Partner affiliates. Partner hereby agrees that it will immediately notify PTC's Chief Compliance Officer in writing if any such person should obtain any such interest.

9.9 Partner acknowledges that any breach of any applicable law, representation, warranty given under this Section 9, breach of the Code or any other policy, failure to comply with the requirements of Section 9.7, or in the event a background check reveals matters that in PTC's reasonable discretion make Partner unsuitable to be considered as a partner of PTC; any such event will be a material breach of this Agreement which may result in its immediate termination upon service of notice by PTC.

10. WARRANTIES

10.1 Limited Warranty to Customers. PTC's limited warranty for each Product is made solely to the applicable Customer who has obtained the applicable Product and is as stated in the License Agreement. Partner covenants and agrees that it shall not attempt to make or pass on to Customers any warranty or representation on behalf of PTC or PTC's

licensors, other than the limited warranty contained in the License Agreement.

10.2 Disclaimer of Warranties. PTC DISCLAIMS (AND PARTNER WAIVES) ALL WARRANTIES RELATING TO ANY AND ALL PRODUCTS, ANCILLARY TECHNOLOGY, PROGRAMS, SERVICES, OR ANY OTHER MATERIALS PROVIDED BY OR ON BEHALF OF PTC, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND/OR ANY WARRANTY THAT CUSTOMER WILL ACHIEVE ANY PARTICULAR RETURN ON INVESTMENT. PTC DOES NOT WARRANT THAT THE OPERATION OR OTHER USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE OR WILL NOT CAUSE DAMAGE OR DISRUPTION TO PARTNER'S DATA, COMPUTERS OR NETWORKS.

11. LIMITATIONS OF LIABILITY

SEE SCHEDULE A FOR A MODIFIED VERSION OF THIS SECTION 11 FOR COMPANIES HEADQUARTERED IN GERMANY, AUSTRIA OR SWITZERLAND.

11.1 EACH PARTY'S AND PTC'S LICENSORS' MAXIMUM AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THE PRODUCTS, THE SERVICES, THE ANCILLARY TECHNOLOGY, ANY PROGRAM, OR THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED: (A) IF THE LIABILITY STEMS FROM A PARTICULAR TRANSACTION OR INCIDENT IN WHICH THE PARTNER PAID OR SHOULD HAVE PAID AN AMOUNT TO PTC, THE ACTUAL AMOUNT OF PAYMENTS RECEIVED BY PTC FROM PARTNER IN CONNECTION WITH SUCH TRANSACTION OR INCIDENT IN QUESTION, OR (B) IF NOT, ONE HUNDRED THOUSAND DOLLARS (\$100,000). NEITHER PARTY NOR PTC'S LICENSORS SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, ANTICIPATORY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR EXPENSES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS OR DEMANDS. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 11.1 SHALL NOT APPLY TO: (A) MISUSE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (B) BREACH OF CONFIDENTIAL INFORMATION OBLIGATIONS UNDER THIS AGREEMENT, OR (C) BREACH OF SECTION 6 OR SECTION 9 OF THIS AGREEMENT.

11.2 PARTNER SHALL NOT BRING ANY SUIT OR ACTION AGAINST PTC FOR ANY REASON WHATSOEVER MORE THAN TWO YEARS AFTER THE RELATED CAUSE OF ACTION HAS ACCRUED.

12. INDEMNIFICATION

12.1 PTC agrees to defend Partner, and its parents, subsidiaries, affiliates, and their officers, directors, employees, and successors, from any third party claim that any Product infringes a United States, EU or Japan patent, copyright or trademark and, at PTC's option, will settle any

such action or will pay any final judgment awarded against Partner. PTC shall have no liability under this Section or otherwise to the extent that any infringement or claim thereof is based upon: (a) use of the Product in combination with equipment or software not supplied hereunder; (b) compliance with designs, plans, instructions, or specifications provided by Partner or any Customer; (c) use of the Product in an application or environment for which it was not designed or not contemplated; (d) use of other than a current release of the Product(s) provided to Partner or any Customer; or (e) modification of any Product by anyone other than PTC or its employees. Without limiting PTC's duty to defend as set out in this Section 12.2, should any Products hereunder become or, in PTC's opinion, be likely to become the subject of a claim of infringement of a third party's intellectual property right, PTC may terminate the Partner's License(s) for such Products and/or terminate this Agreement upon written notice to Partner. THIS SECTION STATES THE ENTIRE LIABILITY OF PTC TO PARTNER CONCERNING INFRINGEMENT OF PATENT, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS.

12.2 Where PTC is required to indemnify Partner for a claim under this Section 12, (a) PTC shall be notified promptly in writing by Partner of any notice of any such claim; (b) PTC shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and shall bear the costs of the same; and (c) Partner shall cooperate fully at PTC's expense with PTC in the defense, settlement or compromise of such claim.

13. TERM AND TERMINATION

13.1 Term. This Agreement shall remain in full force and effect commencing on the Effective Date and shall last for the initial term specified on the Partner Registration Form. Thereafter, the Agreement shall automatically renew for up to two additional one-year periods unless either party notifies the other party in writing of non-renewal at least sixty days prior to the renewal date.

13.2 Termination. This Agreement and/or Partner's membership in a Program may be terminated by either party: (a) if the other party breaches any of its material obligations under this Agreement and fails to remedy such breach within thirty days after written notice of such breach is provided to the breaching party; (b) if Partner fails to meet the criteria for continued participation in the Program and has failed to take remedial measures to rectify such failure within 30 days of receipt of a written notice specifying such failure, (c) immediately upon written notice by PTC to Partner if all or a substantial part of the assets of Partner, or more than 50% of the capital stock of Partner, is sold or otherwise transferred to any person or entity, or Partner is merged or consolidated with any other person or entity; or (d) for convenience and without cause, by giving one hundred twenty days prior written notice of termination to the other party.

13.3 No Liability; Other Remedies. Neither party shall incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other (or for any other compensation to the other) arising from or incident to any termination of this Agreement by such party that complies with the terms of this Agreement, whether or not such party is aware of any such damage, loss or expenses. Each party acknowledges and agrees that termination of this Agreement is not the sole remedy under this Agreement and, whether or not termination is effected, all other remedies available to a party as a result of any breach or nonperformance by the other party shall remain available to the non-defaulting party. Without limiting the foregoing, the rights set forth in Section 13.2 are in addition to any other right, remedy or benefit that either party may have under this Agreement or applicable law.

13.4 Effect of Expiration or Termination. Upon expiration or termination of this Agreement: (a) Partner shall no longer hold itself out as a PTC partner and shall neither solicit nor accept any additional orders for any Products and/or Services; (b) all amounts accrued hereunder shall become immediately due and payable; and (c) within seven business days following expiration or termination of this Agreement, Partner shall return to PTC all originals and any copies of all software and other licensed materials, promotional literature, brochures, product price lists, samples, evaluation units, Ancillary Technology, Products, and/or other materials supplied to Partner hereunder, and all PTC confidential and proprietary information. Partner hereby agrees that it shall provide to PTC such assistance in relation to the transition of Customers to PTC or to another PTC partner as PTC reasonably requests.

13.5 Survival. The parties acknowledge and agree that the rights and obligations set forth in Sections 3 and 8 through 14 of these Terms and Conditions shall survive its termination or expiration.

14. MISCELLANEOUS

14.1 All notices, requests, demands and/or other communications required or permitted under this Agreement shall be in writing (in English) to the parties (to the attention of the Legal department) at the addresses set forth in this Agreement or at such other address as may be given in writing by either party to the other; provided, however, that notices from PTC to Partner may be by email to the email address specified on the Partner Registration Forms.

14.2 Partner is an independent entity engaged in the business of selling and servicing software products on behalf of unrelated software producers and, as such, is fully responsible for its own activities. The relationship between

PTC and Partner is that of independent contractors. Without limiting the foregoing, neither party shall have authority to act for or to bind the other in any way.

14.3 Partner may not assign its rights or obligations under this Agreement, either voluntarily or by operation of law. Any attempted assignment shall be null and void. Any change in control of Partner or Partner's business shall be deemed to be an assignment for this purpose.

14.4 Except as set forth on the attached List of Affiliates, all disputes arising under, out of, or in any way connected with this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without reference to conflict of laws principles (and specifically excluding the Uniform Computer Information Transactions Act). The parties hereby expressly disclaim the application of the U.N. Convention for the International Sale of Goods. All disputes arising under, out of, or in any way connected with this Agreement shall be litigated exclusively in the state or federal courts situated in the Commonwealth of Massachusetts, and in no other court or jurisdiction. Notwithstanding the foregoing or anything to the contrary, PTC shall have the right to bring a claim in any court of competent jurisdiction to enforce any intellectual property rights and/or protect any confidential information. Partner stipulates that the state and federal courts situated in the Commonwealth of Massachusetts shall have personal jurisdiction over its person, and Partner hereby irrevocably (i) submits to the personal jurisdiction of said courts and (ii) consents to the service of process, pleadings, and notices in connection with any and all actions initiated in said courts. The parties agree that a final judgment in any such action or proceeding shall be conclusive and binding and may be enforced in any other jurisdiction.

14.5 This Agreement, together with its attachments, constitutes the entire understanding between the parties relating to the subject matter hereof and supersedes all prior or contemporaneous oral and/or written agreements, promises, negotiations or understandings with respect thereto.

14.6 Except as specifically provided in this Agreement, no modification or addition to this Agreement shall have any effect unless it is set forth in writing and signed (which shall include electronic signature) by Partner and PTC's authorized signer.

14.7 PTC's waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of such breach or as a waiver of other breaches of the same or other provisions of this Agreement.

Schedule A

*Specific Provision for Germany, Austria and Switzerland

Section 11 is hereby replaced with the following provisions:

11. Limitation of Liability.

11.1 PTC shall be liable for damages only if (1) such damages were caused by PTC's slightly negligent breach of a material or cardinal contractual obligation jeopardizing realization of the purpose of this Agreement, or (2) such damages were caused by PTC's gross negligence or willful misconduct, or (3) PTC is liable for such damages under an express guarantee made by PTC.

11.2 If PTC is liable (1) for any slightly negligent breach of a material or cardinal contractual obligation jeopardizing the realization of the purpose of this Agreement, or (2) for any grossly negligent breach by any of PTC's simple vicarious agents (i.e., not by PTC's officers, directors or other managerial employees), or (3) under any express guarantee given by PTC, unless such guarantee is expressly designated as guarantee as to condition (Beschaffenheitsgarantie), PTC's liability shall be limited to the typical foreseeable damage.

11.3 In none of the cases described in section 11.2 above shall PTC be liable for any indirect damages, consequential damages, or loss of profit.

11.4 In cases described in section 11.2 above, PTC's total liability shall not exceed the amount of Euro 500.000,- respectively Euro 50.000,- for financial losses.

11.5 Company shall take reasonable precautions against the loss of data in particular by making machine-readable backup copies of all programs and data at least once a day. In no case shall PTC be liable for any loss of data or programs, if such loss could have been avoided by compliance with the foregoing obligation. Finally, any liability of PTC for the loss of data shall be subject to the remaining limitations set forth in this Section 11.

11.6 In any of the cases described in section 11.2 above, the limitation period for Company's claims for damages shall be one year from Company's knowledge of the damage; and irrespective of such knowledge three years from the damaging event. Any warranty claims related to Products shall remain to the further terms and the limitation period provided for in the License Agreement.

11.7 Except in cases where PTC is subject to liability under the German Product Liability Act (Produkthaftungsgesetz), or in the event of injury to life, body and health or in cases of an express guarantee or in case PTC is liable for the fraudulent concealment of defects, the foregoing limitations of liability and limitation provisions shall apply to any and all claims for damages, whatever their legal grounds might be.

11.8. The foregoing limitations of liability shall also apply to any claims against PTC's employees, agents or representatives.