Quote

Ignite Institute

Jeff Hartline
37 Atlantic Avenue
Erlanger, KY 41018
jeffrey.hartline@boone.kyschools.us

QUOTE #	QTE000041018
QUOTE DATE	09/07/2021
TERMS	Net 30
DUE DATE	09/30/2021

Invoice Details

Charge Description	Service Period	Unit Cost	Quantity	Sub Total
Onshape Classroom	09/30/2021-09/29/2022	$1,500.00	1	$1,500.00
			Total:	$1,500.00
			Tax:	$0.00
			Amount Paid:	$0.00
			Amount Due:	$1,500.00

Onshape accepts the following payment methods: credit cards, wire transfers, ACH (bank debits for US customers), and certain international bank debits. Please direct billing and payment inquiries to billing@onshape.com.

Wiring Instructions:
JPMorgan Chase Bank, N.A.
270 Park Avenue, New York, NY 10017
Routing and Transit Number: 021-000-021
SWIFT Code: CHASUS33
Account / Beneficiary Name: PTC Inc.
Account number: 611711802

If paying by wire transfer, please email wire confirmation paperwork to onshape-billing@ptc.com so that we can identify your wire upon receipt.

Federal Tax ID: 04-2866152

Is this Quotation to be used as a Company Purchase Order for the purchase or payment of products on this Form?

( ) Yes - no Purchase Order # ( ) Yes - please note Purchase Order # _____

Approval:
Company Name _____

Approved by: _____

Signature: _____ **Date:** _____

This Terms of Use Agreement ("Agreement") is entered into between PTC Inc., acting through its Onshape business unit ("Onshape"), and the Customer or End User (defined below), as applicable. This Agreement governs the use of Onshape's products and services (the "Service" or "Services").

You are the "Customer" under this Agreement if you are (a) an individual ordering Services; or (b) an organization ordering Services to be used by one or more of your personnel. If you are an organization ordering Services, the individual who agrees to this Agreement on your behalf must have the authority to bind the organization and its End Users to this Agreement. If you are an educator ordering Services to be used by students in an educational environment, the individual who agrees to this Agreement must (1) have authority to bind the educational institution of which you are a part on its behalf, (2) agree to be bound by the Agreement on behalf of your students, (3) acknowledge that you are responsible for such students' use of the Services, and (4) affirm that you are authorized by the jurisdiction in which you operate to consent to the Agreement on behalf of such students.

You are the "End User" under this Agreement if you are using the Service in your capacity as an end user, including as an individual Customer or as an individual authorized to use the Service by an organization who is a Customer.

If we do not specify whether certain language applies to an End User or Customer, then our use of "you" applies to both End Users and Customers.

BY CREATING AN ACCOUNT, SIGNING IN VIA A WEB BROWSER OR MOBILE APP OR APPLICATION PROGRAMMING INTERFACE, AND/OR USING ANY SOFTWARE AND/OR APPLICATIONS (COLLECTIVELY, "SOFTWARE") PROVIDED TO YOU OR YOUR ORGANIZATION BY OR ON BEHALF OF ONSHAPE IN CONNECTION WITH YOUR USE OF THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT (1) YOU HAVE READ THIS AGREEMENT; (2) YOU UNDERSTAND IT; (3) YOU ARE BOUND BY ITS TERMS; (4) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY OR ON BEHALF OF THE ORGANIZATION NAMED AS THE CUSTOMER, AND TO BIND SUCH CUSTOMER TO THIS AGREEMENT; AND (5) YOU MAY RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE SOFTWARE. IF YOU DO NOT AGREE TO THE FOREGOING, YOU MAY NOT ACCESS OR USE THE SOFTWARE.

IF YOU ACCESS THE SERVICE THROUGH ANY MEANS OTHER THAN AN UNMODIFIED ONSHAPE MOBILE OR WEB CLIENT, THEN IN ADDITION TO THIS AGREEMENT YOU ALSO ARE SUBJECT TO THE TERMS AND CONDITIONS OF ONSHAPE'S API AGREEMENT (AS AMENDED FROM TIME TO TIME). THE API AGREEMENT IS PRESENTED TO YOU UPON INITIAL ACCESS TO THE ONSHAPE DEVELOPER PORTAL.

This Agreement sets forth the terms and conditions of your use of the Onshape Software and Service. Your use of, and participation in, certain aspects of the Service (e.g., purchasing or accessing an application via the Onshape App Store) may be subject to supplemental terms (e.g., the "Onshape App Store Terms" and the applicable Application EULA). Such supplemental terms will either be set forth at the end of this Agreement or will be presented to you in a separate document for your acceptance when you sign up to use the supplemental service. If any term of this

Agreement is inconsistent with any supplemental terms, the supplemental terms shall control with respect to the aspect or aspects of the Service covered thereby.

DO NOT USE THE SERVICE UNTIL YOU HAVE CAREFULLY READ THIS AGREEMENT.

THIS AGREEMENT INCLUDES A CLASS ACTION WAIVER AND REQUIRES BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.

We do not sell individual customer names or nonpublic personal information to third parties. Our privacy policy, available at https://www.onshape.com/privacy-policy, describes our collection, use and disclosure practices regarding any personal information that you provide to us.

PLEASE NOTE THAT THE TERMS OF THIS AGREEMENT ARE SUBJECT TO CHANGE BY ONSHAPE IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Onshape will make a new copy of the Agreement available on its website and/or within its application(s). In the event any new supplemental terms are created, Onshape will make them available from within, or through, the affected aspect of the Service on our website and/or within the application(s). We will also update the "Last Updated" date at the top of this Agreement. Any such changes will be effective immediately for both new and existing Customers and End Users of the Service. Onshape may require Customers and/or End Users to provide consent to the updated Agreement in a specified manner before further use of the Service is permitted. Continued use of the Service constitutes acceptance of such change(s).

IF YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, PLEASE CONTACT:
onshapeterms@ptc.com

1.   **YOUR CONTENT**

      (a)   Ownership: The Customer maintains ownership of and responsibility for the following while using the Service: (1) Customer's and, as applicable, its End Users' files, designs, models, data sets, images, documents, scripts, codes or similar material or information submitted or transmitted to, or stored or otherwise used in connection with the Service by such Customer or End User, and (2) any specific output generated by the Service, if any, based on any of the foregoing (collectively, "Content"). By creating, submitting or transmitting to, posting or otherwise making your Content available to Onshape and/or others, you acknowledge and agree that (1) you have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of your Content, (2) you will evaluate and bear all risks associated with your Content, and (3) under no circumstances will Onshape and/or its affiliates, agents and licensors and each of their respective officers, directors, and employees be liable in any way for your Content as you transmit or otherwise use it, including but not limited to any errors or omissions.

      (b)   Availability and Security: While Onshape will use commercially reasonable efforts to provide continuous access to its Service, and to enable the export of Content in Parasolid (.x_t) and/or other industry standard file formats, Onshape does not guarantee that any Content will be available or useable by Customer following the termination of Customer's subscription or otherwise. Moreover, Onshape does not guarantee the security of any Content. Customer is encouraged to practice effective and secure content retention practices.

(c)   Permissions: The Service enables the Customer to specify the level at which access to and usability of Content is permitted to End Users. Customer is solely responsible for establishing the appropriate level of permissions to Customer's Content.

(d)   Onshape Access: Onshape personnel will not access Content that Customer has not made publicly accessible except (1) as part of providing, maintaining, securing or modifying the Service for you and/or other users, (2) via automated tools intended to address or prevent a service, support or technical issue, (3) at your request or with your consent given to Onshape's technical support team and/or other personnel as part of addressing or preventing a service, support or technical issue, (4) in connection with legal obligations or proceedings as described below, or (5) as otherwise described in Onshape's Privacy Policy.

(e)   Confidentiality: Subject to Section 1(g)(ii)(1-5), all Content shall be considered the confidential information of Customer, with the exception of any Content that: (1) is or becomes generally known to the public without Onshape's breach of this Agreement, (2) was known to Onshape prior to its disclosure by you without breach of any obligation owed to you, (3) is received from a third party without breach of any obligation owed to you, or (4) was independently developed by Onshape ("Confidential Information"). In hosting and otherwise using Confidential Information, Onshape will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and agrees (1) not to use any Confidential Information for any purpose outside the scope of this Agreement and the Privacy Policy, and (2) except as Customer otherwise permits in writing, to limit access to Customer's Confidential Information to those of Onshape's and Onshape's affiliates' employees, contractors, service providers and agents who need such access for purposes consistent with this Agreement, and who are subject to confidentiality obligations with Onshape containing protections no less stringent than those herein.

(f)   Legal Disclosure: Onshape may disclose Confidential Information if it is compelled by law to do so, provided that Onshape provides Customer with prior notice of such compelled disclosure (to the extent legally permitted). Customer agrees and acknowledges that Onshape may access and disclose Customer's Content to comply with any legal obligations or governmental or regulatory body request (including subpoenas or court orders), as part of a legal proceeding involving Onshape and/or its affiliates, agents, licensors and each of their respective officers, directors and employees, or at your request. If disclosure is made at Customer's request, Customer may be responsible for the cost of compiling and providing access to such Content.

(g)   Intellectual Property

> **(i)**   In your use of the Service, you agree to respect others' intellectual property and other rights. In particular, you will not upload, submit or otherwise transmit any Content that:
>
> > **(1)**   Infringes any patent, trademark, trade secret, copyright or other proprietary right of any person or entity; or
> >
> > **(2)**   You do not have a right to transmit under any other law or contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or other nondisclosure agreements).

(ii) Onshape permits you to publish your Content (in the case of End Users, subject to any privacy settings selected by Customer), including in the form of a document designated for public sharing or otherwise published to the public ("Public Document"), and allows you to participate in public community forums through postings. All documents created by a Free Plan User, and all Content contained therein, is made public and therefore considered a Public Document. A "Free Plan User" is defined as a User of the free version of the Service. For the avoidance of doubt, (a) Users of free trial versions and/or users of the free education plan version of the Service are not Free Plan Users; and (b) comments made by any User of the Service in a non-Public Document are non-public Content.

(1) If you choose to publish a Public Document or post in the forums, other End Users (and in some cases, the general public) will be able to view, copy and transfer or save any such Content, inside or outside the Service. Any such Content, once published and/or posted, is non-confidential.

(2) For any Public Document owned by a Free Plan User created on or after August 7, 2018, or any Public Document created prior to that date without a LICENSE tab, Customer grants a worldwide, royalty-free and non-exclusive license to any End User or third party accessing the Public Document to use the intellectual property contained in Customer's Public Document without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Document, and to permit persons to whom the Document is made available to do the same.

(3) For any Public Document created prior to August 7, 2018 and for any Public Document owned by any Onshape user who is not a Free Plan User, created on any date which contained a tab called LICENSE reserving rights greater than the foregoing, those greater reserved rights will continue to apply to any proposed third party use of such Public Document.

(4) Onshape shall have no liability for any damages resulting from the use or misuse by any third party of Customer's published Public Document or your postings. IF YOU CHOOSE TO MAKE A DOCUMENT OR FORUM POSTING AVAILABLE TO THE PUBLIC IN THESE WAYS OR OTHERWISE IN CONNECTION WITH YOUR USE OF THE SERVICE, YOU DO SO AT YOUR OWN RISK.

(5) Onshape shall have the right to remove any Content you make publicly available that violates this Agreement or is otherwise objectionable, as determined by Onshape in its sole discretion.

(h) **Feedback:** If you choose to provide Onshape with ideas, suggestions, improvements, documents, proposals and/or other feedback with respect to Onshape's Software, Service or Documentation (as defined below) (including but not limited to problems and errors

encountered in using the Service, and ideas for enhancements of the Service), we shall be free to use such materials in any manner and for any purpose (including, without limitation, incorporation into Onshape's products, services and advertising and marketing materials, and developing and marketing products and services) without liability or compensation to you or restriction of any kind. You hereby assign to Onshape all right, title, and interest to all such information provided to Onshape, and all enhancements resulting from such information, and all property rights therein including, without limitation, all patent, copyright, trade secret, trademark, moral right or other intellectual property rights.

       (i)   **Regulated Data:** You agree that the Content will not include:

            (i)   any information, or documents or technical data that are U.S. Government Classified, Controlled Unclassified Information, ITAR or EAR controlled or otherwise have been determined by the United States Government or by a foreign government to require protection against unauthorized disclosure for reasons of national security; or

            (ii)   any data that is "protected health information, including any medical, demographic, visual or descriptive information that can be used to identify a particular patient/individual" and/or any other data subject to the U.S. "Health Insurance Portability & Accountability Act of 1996" and regulations promulgated under that Act.

2.   **RIGHT TO USE SERVICE; OWNERSHIP; ACCESS TO SERVICE**

       (a)   **License:** Subject to your compliance with the terms of this Agreement, Onshape hereby grants to you a non-exclusive, non- transferable, non-sublicensable, revocable right and license to access and use the Service you have ordered solely in accordance with the Documentation and the terms of this Agreement and any terms set forth on the order form, as applicable. Furthermore, with respect to any application accessed through the Onshape mobile app that may be downloaded from the Apple App Store (an "Apple App Store Sourced Application"), you will only use the Apple App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service.

       (b)   **Ownership:** You acknowledge that (i) all right, title, and interest in and to the Service, the Software, and the online or other documentation (including online videos) provided by Onshape describing the Service and its use (the "Documentation"), and all patents, copyrights, trade secret rights, trademarks, trade names, and other proprietary rights embodied therein or associated therewith, are and shall remain with Onshape and/or its third party licensors, including Siemens Product Lifecycle Management Software Inc.; (ii) this Agreement conveys no right or interest in the Service, the Software or Documentation other than a limited right to use the Service in accordance herewith; and (iii) the Service, Software, and Documentation are protected by the copyright laws of the United States and international treaties.

       (c)   **Hardware; Passwords:** You are responsible for obtaining and maintaining all of the hardware, software, Internet access, and other products and services that you may need to use the Service. You are responsible for protecting and safeguarding any keys, certificates, passwords, access codes, user IDs or other login information (collectively, "Passwords") that are provided to you or that are generated in connection with your use of the Service. You are the

only person to whom the license described in Section 2(a) extends. No End User is permitted to allow any other End User to use its Passwords to access the Service, either as a means of effecting a shared group license or otherwise. You are fully and solely responsible for all activities that occur on the Service under your Passwords.

(d)   Ease of access: In order to provide you with ease of access to your account and to help administer the Service, Onshape may implement and use technology that enables us to recognize you and provide you with direct access to your account without requiring you to retype any password or other user identification when you revisit the Onshape service.

(e)   Testing: We continually update the Service. In addition, we continually test various aspects of the Service, including Onshape's website, user interfaces, service levels, plans, promotional features, delivery and pricing. We reserve the right to, and by using the Onshape Service you agree that we may, include you in or exclude you from these tests without notice. We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we offer and operate our Service.

(f)   Suspension of Service: Your access to, and use of, the Service may be suspended temporarily for the duration of any scheduled maintenance or unscheduled downtime or unavailability of any portion, or all, of the Service for any reason, including as a result of power outages, system, or Internet failures or other interruptions. Onshape also reserves the right to suspend a Customer's subscription anytime with or without notification in order to protect Onshape and Customer or End Users from what we believe to be fraudulent activity. Onshape is not obligated to credit or discount a paid subscription for holds placed on it by either a representative of Onshape or by our automated processes.

3.   ACCESSING AND DOWNLOADING THE APPLICATION FROM APPLE APP STORE. The following applies to any Apple App Store Sourced Application:

(a)   You acknowledge and agree that (i) the terms of this Agreement are concluded between you and Onshape only, and not Apple, and (ii) Onshape, not Apple, is solely responsible for the Apple App Store Sourced Application and content thereof. Your use of the Apple App Store Sourced Application must comply with the Apple App Store Terms of Service.

(b)   You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple App Store Sourced Application.

(c)   In the event of any failure of the Apple App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple App Store Sourced Application. As between Onshape and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Onshape.

(d)   You and Onshape acknowledge that, as between Onshape and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the Apple App Store Sourced Application or your possession and use of the Apple App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple

App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

   (e)   You and Onshape acknowledge that, in the event of any third-party claim that the Apple App Store Sourced Application or your possession and use of that Apple App Store Sourced Application infringes that third party's intellectual property rights, as between Onshape and Apple, Onshape, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

   (f)   You and Onshape acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as related to your license of the Apple App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your license of the Apple App Store Sourced Application against you as a third-party beneficiary thereof.

   (g)   Without limiting any other terms of the Agreement, you must comply with all applicable third-party terms of agreement when using the Apple App Store Sourced Application.

4.   **USAGE RESTRICTIONS**

   (a)   **Age**: You must be at least thirteen (13) years old to use the Service. If you are a resident of the European Union, you must be at least sixteen (16) years old to use the Service without consent of the person or persons – a parent, guardian, or authorized teacher – who have parental responsibility for you.

   (b)   **Certain Obligations:** You shall not and shall not allow a third party to:

      (i)   Attempt to copy, alter, modify, adapt, translate, or create derivative works of the Software or Documentation;

      (ii)   Attempt to remove or alter any proprietary notice or legends appearing in the Service, Software, or Documentation;

      (iii)   Analyze the Service, Software or Documentation for purposes competitive to Onshape, or access or otherwise use the Service, Software or Documentation in order to build a similar or competitive service offering;

      (iv)   Attempt to reverse engineer, disassemble, decompile or otherwise attempt to discover the source code of the Software, or create derivative works, compilations, or collective works thereof;

      (v)   Attempt to use any component of the Software on a standalone basis;

      (vi)   Attempt to export the Service, Software, or Documentation;

      (vii)   Disclose or make any Password(s) available to any other person;

      (viii)   Allow unauthorized access to, or use of, the Service;

(ix) Use any robot, spider, scraper or other automated means to access the Service, or use any data mining, data gathering or extraction method;

(x) Upload, post, email or otherwise send or transmit any material, including any software viruses or other computer code, files or programs, designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Service;

(xi) Use the Service or Software in any unauthorized or inappropriate way whatsoever, as determined in Onshape's reasonable judgment, including but not limited to, by trespass or burdening network capacity;

(xii) Use the Service in any manner to, in Onshape's sole judgment, harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other part; and

(xiii) Post for public viewing Content that violates or encourages any conduct that would violate any applicable law or regulation or would give rise to civil liability, or that is in Onshape's sole judgment defamatory, vulgar, obscene, libelous, objectionable or inappropriate, or likely to promote illegal, harmful or objectionable activities.

(c) **Trial or Free Versions.** Trial and free versions of the Service are made available by Onshape. Trial versions of the Service are intended for evaluation purposes, and may be used for commercial or non-commercial purposes during the evaluation period. Free versions of the Service are intended to support (a) creating and editing intellectual property for non-commercial purposes, and (b) viewing, commenting and import/export for commercial or non-commercial purposes (to the extent the plan offers those features). If you intend to use the Service outside a trial context to create and/or edit intellectual property for commercial purposes (including but not limited to developing designs that are intended to be commercialized and/or used in support of a commercial business), then you agree to upgrade to a paid subscription to the Service. Trial and free versions of the Service are otherwise subject to the terms of this Agreement.

(d) **Monitoring and Investigations:** Onshape may, but is not obligated to, monitor or review Public Documents and/or posts to Onshape's community forum. Without limiting the foregoing, Onshape shall have the right to remove any of your publicly accessible Content or forum posts that violate this Agreement, with or without prior notice to you. If Onshape becomes aware of any possible violations by you of any provision of this Agreement, Onshape reserves the right to investigate such violations and may, at its sole discretion, suspend or terminate your license to use Onshape, with or without prior notice to you.

5. SUBSCRIPTIONS

(a) **Ongoing Nature of Subscription:** Customer's paid Onshape subscription will automatically continue (e.g., year-to-year in the case of an annual paid subscription), unless and until either Customer or Onshape provides the other with at least sixty (60) days' written notice (prior to the end of the then-current subscription term) of such party's intent not to renew its subscription. You must have Internet access to access and use the Service, and Customer must provide us with a current, valid accepted method of payment (as it may be updated from time to time, "Payment Method") in order to purchase and use a paid subscription.

(b)   Differing Subscriptions: Onshape may offer a number of subscription plans, including special promotional plans or subscriptions with differing conditions and limitations. The terms of your subscription will be disclosed at the time you sign up or in other communications made available to you. You can find specific details regarding your subscription within your account profile at cad.onshape.com. We reserve the right to modify, terminate or otherwise amend our subscription plans at any time, in our sole and absolute discretion.

6.   BILLING

(a)   Recurring Billing: By starting a paid Onshape subscription and providing or designating a Payment Method, Customer authorizes us to charge Customer a subscription fee at the then current rate, and any other charges Customer may incur (either directly or through its End Users) in connection with Customer's and its End Users' use of the Onshape Service, to Customer's Payment Method. Customer acknowledges that the amount billed each period may vary for reasons that may include promotional offers, and/or changing a plan, and Customer authorizes us to charge Customer's Payment Method for such varying amounts, which may be billed in one or more charges.

(b)   Price Changes: We reserve the right to adjust pricing for the Onshape Service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Any price changes to Customer's service will take effect following notice to you provided via email or notification within Onshape's Service.

(c)   Billing Cycle: The subscription fee for the Onshape Service will be billed at the beginning of Customer's paid subscription period and each anniversary date thereafter, except as provided below under "Group Subscriptions," unless and until Customer cancels its subscription. **After Customer's initial subscription period, and again after any subsequent subscription period, Customer's subscription will automatically commence on the first day following the end of such period (each a "Renewal Commencement Date") and continue for an additional equivalent period, at Onshape's then-current price for such subscription. Customer agrees that its Payment Method will be subject to this automatic renewal feature unless Customer cancels its subscription at least thirty (30) days prior to the Renewal Commencement Date.** By subscribing, Customer authorizes Company to charge Customer's Payment Method now, and again at the beginning of any subsequent subscription period. We reserve the right to change the timing of our billing as indicated below, if Customer's Payment Method has not successfully settled. We may authorize your Payment Method in anticipation of subscription or other charges.

(d)   Group Subscription Billing Cycle: If Customer accepts billing and payment responsibility on behalf of additional new End Users added pursuant to one or more purchase orders (a "Group Subscription"), such End User's default billing cycle will begin on the date of provisioning. This may cause the initial charge related to a new End User to be prorated (for example, if a new subscription that otherwise would have been for one year is purchased six months into Customer's own one-year subscription, the new End User's subscription may be prorated, resulting in a six-month term). Alternatively, Customer and Onshape may agree to extend the then-current subscription term at the time one or more new End Users are added to Customer's subscription, in which case the anniversary of the initial subscription date no longer will serve as the billing date for renewal periods.

(e)   Refunds and Credits: PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. However, following the cancellation of any

paid subscription, Customer and its End Users, as applicable, will continue to have access to Onshape's paid Service through the end of Customer's current billing cycle. At any time, and for any reason, we may provide a refund, discount, or other consideration to any or all of our Customers ("credits"). The amount and form of such credits, and the decision to provide them, are at Onshape's sole and absolute discretion. The provision of credits in one instance does not entitle Customer to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstances.

      (f)   **Taxes:** Customer shall be responsible for paying all applicable sales, use, transfer, or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of Customer's paid use of the Service under this Agreement, excluding income taxes on the net profits of Onshape. Customer shall reimburse Onshape for the amount of any such taxes or duties paid or incurred directly by Onshape as a result of such paid use, and Customer agrees that Onshape may charge any such reimbursable taxes to Customer's Payment Method.

      (g)   **Payment Methods:** Customer may edit Customer's Payment Method information under certain circumstances by signing in to Customer's account at cad.onshape.com and clicking on "Manage account" in the dropdown menu under Customer's user name. Alternatively, Customer can contact customer support for assistance in editing Payment Method information. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and Customer does not edit the Payment Method information or downgrade or cancel Customer's subscription, Customer remains responsible for any uncollected amounts and authorizes us to continue billing the Payment Method, as it may be updated. This may result in a change to Customer's payment billing dates. For certain Payment Methods, the issuer of Customer's Payment Method may charge you a foreign transaction fee or other charges, which is your financial responsibility. Customer should check with its Payment Method service provider for details.

7.   **SUPPORT.** Onshape will, as part of the Service, provide such support with respect to the Service as Onshape deems appropriate.

8.   **INDEMNIFICATION.** You agree to indemnify and hold Onshape, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the "**Onshape Parties**") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) your Content; (b) your use of, or inability to use, the Service or any other Onshape user's Content; (c) your violation of this Agreement; (d) your violation of any rights of another party, including any users; or (e) your violation of any applicable laws, rules or regulations. Onshape reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Onshape in asserting any available defenses. You agree that the provisions in this section will survive any termination of your subscription, this Agreement, or your access to the Service.

9.   **DISCLAIMER OF WARRANTIES.** The Service is provided on an "as is" and "as available" basis, without warranty of any kind. ONSHAPE SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. Without limiting the foregoing, Onshape does not warrant that (i) the Service will meet your requirements; or (ii) the Service will operate without interruption or be error free. Furthermore, Onshape is not responsible for delays, delivery failures, or any other unavailability, loss or damage resulting from the transfer of data over communications networks and facilities, including the

Internet. It is acknowledged that the Service may be subject to limitations, delays, and other problems inherent in the use of the Internet, servers that are hosted by third party providers, and such related network and communications infrastructure.

10.   **LIMITATION OF LIABILITY. YOU RECOGNIZE THAT THE PRICE PAID FOR THE RIGHTS GRANTED TO YOU HEREIN MAY BE SUBSTANTIALLY DISPROPORTIONATE TO THE VALUE OF THE PRODUCTS TO BE DESIGNED, STORED, MANAGED OR DISTRIBUTED IN CONJUNCTION WITH THE SOFTWARE AND SERVICE. FOR THE EXPRESS PURPOSE OF LIMITING THE LIABILITY OF ONSHAPE AND ITS LICENSORS TO AN EXTENT WHICH IS REASONABLY PROPORTIONATE TO THE COMMERCIAL VALUE OF THIS TRANSACTION, YOU AGREE TO THE FOLLOWING LIMITATIONS ON ONSHAPE'S AND ITS LICENSORS' LIABILITY. TO THE EXTENT ALLOWED BY LAW, ONSHAPE'S LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE SERVICE, SOFTWARE OR DOCUMENTATION FURNISHED HEREUNDER SHALL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS ($100) OR THE AMOUNT YOU HAVE PAID ONSHAPE IN THE PAST 12 MONTHS. IN NO EVENT SHALL ONSHAPE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, COVER, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOSS OF DATA OR PROFITS, WHETHER OR NOT ONSHAPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT SUCH LIMITATIONS ARE FAIR AND REASONABLE IN LIGHT OF THE TERMS UNDER WHICH THE SERVICE IS BEING MADE AVAILABLE TO YOU. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY STATED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. ONSHAPE'S THIRD PARTY LICENSORS SHALL HAVE NO LIABILITY TO YOU WHATSOEVER. ONSHAPE IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION OR DATA OF THIRD PARTIES (INCLUDING, WITHOUT LIMITATION, OTHER USERS), AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. CERTAIN OF THE ABOVE LIMITATIONS MAY NOT APPLY IN SOME JURISDICTIONS, AND IN SUCH CASES ONSHAPE'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT DESCRIBED ABOVE THAT IS PERMITTED BY APPLICABLE LAW.**

11.   **TERM AND TERMINATION; EFFECT OF TERMINATION; SURVIVAL**

        (a)   Term: This Agreement commences on the date you accept it (as described in the preamble above) and will remain in effect until terminated in accordance with this Agreement. Notwithstanding the foregoing, if you used the Service or the Software prior to the date you accepted this Agreement, you hereby acknowledge and agree that this Agreement commenced on the date you first used the Service or the Software.

        (b)   Termination by Onshape: Onshape shall be entitled to suspend, terminate, or limit your access to the Service at any time, with or without notice, if you breach any term of this Agreement, or if you facilitate or encourage any violation of this Agreement. Upon termination of this Agreement, you shall make no further use of the Service. Termination of this Agreement shall not affect any obligations accrued prior thereto. You understand that any termination of the Service by Onshape may involve deletion of your Content associated therewith. Onshape will not have any liability whatsoever to you for any suspension or termination, including for deletion of your Content.

(c) **Termination by Customer:** If Customer wants to terminate this Agreement by cancelling Customer's subscription, Customer may do so by notifying Onshape at any time (subject, as applicable, to the notice requirements described previously in this Agreement); provided, however, no refund will be due. If Customer cancels its subscription, we have the right to permanently delete all Content in Customer's account; and we also have the right but not the obligation to maintain Content that Customer or any End User has not permanently deleted prior to Customer's cancellation. Customer is responsible for exporting any Content, if Customer so chooses, prior to cancelling its subscription. If Customer permanently deletes such Content, it may persist in backup copies for a reasonable period of time thereafter in accordance with Onshape's data management policies and practices (but will not be available to others).

(d) **Effect of Termination:** Termination of the Service includes removal of access to the Service and barring your further use of the Service. Termination of Service also includes deletion of your Password and all related profile information.

(e) **Survival:** All provisions of this Agreement which by their nature should survive, shall survive termination of the Service, including without limitation warranty disclaimers and limitation of liability.

12. **COPYRIGHT INFRINGEMENT.** Onshape will in appropriate circumstances suspend or terminate the use of the Service by, or remove or disable access to the relevant public content of, users involved in copyright disputes. If you believe that your work has been copied in a way that constitutes copyright infringement in the United States of America, please notify Onshape of your claim of infringement by sending the following written information to our Copyright Agent, designated as such pursuant to the Digital Millennium Copyright Act ("DMCA"), named below:

(a) A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed.

(b) A description of the copyrighted work or works that you claim have been infringed.

(c) A description of the material you believe to be infringing, in a sufficiently precise manner to allow us to locate that material.

(d) Information sufficient to permit Onshape to contact you, such as your physical address, telephone number, and email address.

(e) A statement that you have a good faith belief that the use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.

(f) A statement that the information in the written notice is accurate.

(g) A statement, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

(h) We will respond to notices of claimed copyright infringement in accordance with the DMCA. We reserve the right, in the case of an allegedly infringing Public Document, to make such document private while we investigate.

(i) Onshape's Copyright Agent to receive DMCA Notices is:

PTC Inc.
Attn: General Counsel
121 Seaport Boulevard
Boston, MA 02210
Email: compliance@onshape.com

13.   ARBITRATION AGREEMENT; CLASS WAIVER; WAIVER OF TRIAL BY JURY. Please read this Section ("Arbitration Agreement") carefully. It is part of your contract with Onshape and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

(a)   Applicability of Arbitration Agreement: All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement or the use of any product or service provided by Onshape that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to you and Onshape, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under this Agreement.

(b)   Notice Requirement and Informal Dispute Resolution: Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Onshape should be sent by nationally recognized overnight delivery service or first-class postage prepaid mail to: PTC Inc., 121 Seaport Boulevard, Boston, MA 02210 Attention: Legal Department. After the Notice is received, you and Onshape may attempt to resolve the claim or dispute informally. If you and Onshape do not resolve the claim or dispute within 30 days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c)   Arbitration Rules: Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this Agreement. The AAA Consumer Arbitration Rules governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US $10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within one hundred (100) miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(d)   Additional Rules for Non-appearance Based Arbitration: If non-appearance arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely

on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties.

(e) **Authority of Arbitrator:** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Onshape, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Onshape.

(f) **Waiver of Jury Trial:** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and Onshape in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND ONSHAPE WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(g) **Waiver of Class or Consolidated Actions:** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

(h) **Severability:** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

(i) **Right to Waive:** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

(j) **Survival of Agreement:** This Arbitration Agreement will survive the termination of your relationship with Onshape.

(k) **Emergency Equitable Relief:** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(l) **Courts:** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located in Massachusetts, for such purpose.

14. MISCELLANEOUS

(a)   Publicity: Onshape has the right to reference Customer and any End User in any materials, presentations, or media advertising or promote Onshape (including Onshape's website) as a Service customer.

(b)   Governing Law: This Agreement and any action related thereto will be governed and interpreted by and under the laws of the Commonwealth of Massachusetts, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

(c)   Compliance with Laws; Export Control: You agree to comply with all laws and regulations relating to your use of the Service, including without limitation those relating to export and import, privacy, and personal data protection. Onshape's obligation to fulfill this Agreement is subject to the proviso that it is not prevented by any impediments arising out of national and international foreign trade or customs requirements, including embargoes or other sanctions. This Agreement is subject to all United States and United Kingdom government laws and regulations as may be enacted, amended or modified from time to time regarding the export from the United States and United Kingdom of Onshape software, services, technology, or any derivatives thereof. In the event that Onshape approves your export of any of the foregoing, you will only export or re-export any of the software, services, or technology provided pursuant to this Agreement, or any derivatives thereof or permit the shipment of same after obtaining at your expense any required prior authorization from the United States Department of Commerce or other applicable authority as may be required by law. Without limiting the foregoing, by using the Onshape Service, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. The provisions of this Section 14(c) will survive the expiration or termination of this Agreement for any reason.

(d)   Communications and Notice: By using the Onshape Service, you consent to receiving certain electronic communications from Onshape relating to your subscription. These communications may involve sending emails to your email address provided during registration, or posting communications within the Onshape service; will include notices about your account (e.g., payment authorizations, change in password or payment method, confirmation emails and other transactional information); and are part of your relationship with Onshape. You agree that any notices, agreements, disclosures or other communications that Onshape sends to you electronically will satisfy any legal communication requirements, including that such communications be in writing. In the event that the last email address you provided to Onshape is not valid, or for any reason is not capable of delivering to you any notices required or permitted by the Agreement, Onshape's dispatch of the email containing such notice will nonetheless constitute effective notice. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy. Unless you opt out, you also consent to receive certain other communications from us, such as notifications of new Onshape features, promotional announcements and customer surveys via email. If you want to unsubscribe (i.e., opt out) from certain non-transactional email communications, you will have the opportunity to do so.

(e)   Assignment: This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. You may not assign or otherwise

transfer this Agreement or any of your rights or obligations hereunder without the prior written consent of Onshape.

(f)   Force Majeure: Onshape shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, epidemics or pandemics, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

(g)   U.S. Government Restricted Rights: The Software is a commercial product that has been developed exclusively at private expense. If the Software is acquired directly or indirectly on behalf of a unit or agency of the United States Government under the terms of (i) a United States Department of Defense ("DOD") contract, then the Software and Documentation are considered "Commercial Items", as that term is defined in 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined in 48 C.F.R. §252.227- 7014(a)(5) and 48 C.F.R. §252.227-7014(a)(1), and used in 48 C.F.R. §12.212 and 48 C.F.R. 227.7202, as applicable, consistent with 48 C.F.R. §12.212, 48 C.F.R. §252.227-7015, 48 C.F.R. §227.7202 through 227.7202-4, 48 C.F.R. §52.227-14, and other relevant sections of the Code of Federal Regulations; or (ii) a Civilian agency contract, then use, reproduction, or disclosure is subject to the restrictions set forth in FAR clause 27.405(b)(2)(i), entitled Acquisition of Existing Computer Software, and any restrictions in the agency's FAR supplement and any successor regulations thereto, and the restrictions set forth in this Agreement. The United States Government will only have the rights set forth in this Agreement. Onshape Software and Documentation are licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in this Agreement.

(h)   Severability: If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of the Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

(i)   Waiver: Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

(j)   Entire Agreement: This Agreement constitutes the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

ONSHAPE APP STORE TERMS

PTC Inc., acting through its Onshape business unit ("Onshape") provides an online app store (our "App Store") where you can purchase or otherwise access Applications that operate on or interact with or otherwise complement Onshape's standard platform for computer-aided design (CAD). When we say "Applications" under these App Store Terms, we mean both applications that are offered or made available in or through the App Store and any in-application products and services that may be made available through such applications.

These terms apply to your use of the Onshape App Store (the "App Store Terms") and supplement the Onshape Terms of Use to which you also agree to and that in general govern your access to and use of the Onshape Platform. These App Store Terms are hereby incorporated into the Onshape Terms of Use. Capitalized terms used but not otherwise defined in these App Store Terms shall have the meanings ascribed to them in the Onshape Terms of Use. To the extent that there is any conflict between these App Store Terms and the Onshape Terms of Use, the provisions in these App Store Terms take precedence, but solely to the extent such conflict exists. Otherwise, the Onshape Terms of Use shall apply to your access to and use of the App Store.

THESE APP STORE TERMS GOVERN YOUR USE OF THE APP STORE. EVERY TIME YOU ACCESS AND USE THE APP STORE, YOU ACKNOWLEDGE AND ACCEPT THESE APP STORE TERMS. We may amend or modify these App Store Terms at any time and from time to time in accordance with the preamble to the Onshape Terms of Use.

Overview. Applications are provided to you by the developer or provider thereof ("Developer") and not Onshape. If you decide to purchase or obtain an Application, you will be purchasing or obtaining such Application directly from the Developer, not from Onshape. However, for certain Applications, Onshape may be the Developer; in such event, the obligations of Developer set forth herein will apply to Onshape and any references to Developer will refer to Onshape. As used in this agreement "to purchase" and "to sell" and "to make available" the Application (or similar terms) refer solely to purchasing or selling or making available a license to use the Application; in no event will you, as the purchaser of an Application, acquire any intellectual property rights in the Application despite the shorthand language being used. For clarity, the Platform includes all portals and variations of the Platform made available through an onshape.com subdomain.

Listings. Onshape may list Applications in the App Store from time to time and reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Applications from the App Store. However, you agree that by using the App Store you may be exposed to Applications that you may find offensive, indecent or objectionable and that you use the App Store at your own risk. You acknowledge that Onshape makes no representations or warranties regarding the timeframe that such Applications will remain available.

EULA. All Applications will be subject to the applicable agreement promulgated by the Developer for the Application (the "EULA"). If no such terms are provided, the Generic Application Terms of Use (provided upon Application download and also reprinted below) will act as the default EULA. The applicable EULA, and not these App Store Terms, will govern your use of the Applications and are agreed upon directly between you and Developer. Onshape is not a party to the EULA. To the extent that there is any conflict between these App Store Terms and the EULA, the provisions in the EULA will take precedence, but solely to the extent such conflict exists.

Applications are intended for use with the Platform and only by the user who acquired them. You will not copy, publish, transmit, distribute, transfer or sell any Application you have purchased through the App Store for any purpose.

Fees. Some Applications may be made available to you at no charge while other Applications must be purchased for a fee. Prices for Applications offered via the App Store may change at any time, and neither Onshape nor any Developer guarantees price protection or refunds in the event of a price reduction or promotional offering. You agree that you are solely responsible for all fees associated with purchases you make in the App Store. YOU ARE RESPONSIBLE FOR: (I) THE TIMELY PAYMENT OF ALL FEES AND (II) PROVIDING A VALID CREDIT CARD OR OTHER PAYMENT METHOD FOR PAYMENT OF ALL FEES. Onshape provides certain billing services for Developers by which you can purchase Applications using your Onshape login credentials ("Credentialed Apps"). If a Credentialed App has ongoing fees, you will be charged the specified fees in advance, on a regular billing cycle, and relevant invoices will be made available to you. Payments for Credentialed Apps are due upfront if the products or services are non-recurring and are delivered to you as a one-time purchase. You agree to pay all fees or charges to your account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. For any Application that is not a Credentialed App, all fee-related terms are subject to the EULA and any other agreements you make with the Developer.

Payment. For all Credentialed Apps, we require certain information about you to complete your purchase, including your name and billing information. You agree that with respect to any Credentialed App, Onshape, on behalf of Developer, may charge your credit card or other payment method for all recurring fees, without further authorization from you, until you provide prior notice to Onshape that you have terminated this authorization or wish to change your designated card or other payment method. Such notice will not affect charges submitted before Onshape reasonably could act on your notice. Each time you use a Credentialed App, or allow or cause a Credentialed App to be used, you agree and reaffirm that Onshape is authorized to charge your designated card or other payment method. You agree that Onshape may (at its option) accumulate charges on behalf of multiple Developers and submit them as one or more aggregate charges during or at the end of the billing cycle, and that Onshape may delay obtaining authorization from your card issuer until submission of the accumulated charges. You agree to immediately notify us of any change in your billing address or the credit card or other payment method used for payment for any Credentialed App hereunder. We reserve the right at any time to change the prices and our billing methods, immediately upon posting on the Platform and in the App Store or by e-mail delivery to you.

Privacy. Any information related to or arising out of your use of Applications or the App Store may be collected, used, stored, and/or disclosed by Onshape in accordance with these App Store Terms, any applicable Onshape privacy policy, and the applicable EULA. You authorize Onshape to use and disclose your personal information to Developers to the extent such use and disclosure is required for you to use Applications you have purchased or otherwise acquired, and to the extent you have consented explicitly to such use and disclosure.

Support. In the event that you require technical support related to your use of the App Store (and not related to any Application), you should direct your inquiry to Onshape in the manner(s) specified in the support section of the App Store. Any feedback and material you provide to Onshape through such technical support shall be owned by Onshape. Any technical support related to the Applications should be directed to the applicable Developer.

Cancellation. All fees for Applications are non-refundable. If you cancel a Credentialed App for which you paid, you will no longer be billed for that Credentialed App going forward but no money already paid will be refunded; however, you will retain access to that Credentialed App and any other paid rights and privileges until the services offered in exchange for fees previously paid have been provided in full. If your credit card or other payment method is invalid for any reason, Onshape has the right to terminate the Credentialed App immediately. You can cancel Applications through the "My Apps" section within your account on the App Store. If technical problems prevent or unreasonably delay delivery of your product, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by Onshape or, in the case of Applications that are not Credentialed Apps, Developer. From time to time, Onshape may discover an Application in the App Store that violates Onshape's policies, another legal agreement, or a law, regulation, and/or policy. You agree that in such event Onshape retains the right to immediately remove those Applications from the App Store. In such event, Onshape may, but is not required, to provide you with a pro rata refund.

Disputes. You must notify us in writing within seven (7) days after receiving your credit card statement, if you dispute any of our charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following address: PTC Inc., 121 Seaport Boulevard, Boston, MA 02210, Attention: Credit and Collections.

No Liability. Onshape will not have any obligations to provide support for, and updates to, your Applications, nor will Onshape have any warranty, liability or responsibility with respect to any Applications available in the App Store. You agree that you will look exclusively to the Developer for any such support, updates, warranty and/or liability. You agree that in no event will Onshape have any liability to you for any claim arising out of or relating to the App Store under these App Store Terms, including for: (i) any errors or inaccuracies in the materials or Applications posted on the App Store; (ii) any Application(s) obtained through the App Store; (iii) any problems or technical malfunction of any hardware or software due to technical problems on the Internet or on the App Store or combination thereof, including any injury or damage to any person's computer related to or resulting from the App Store; (iv) any action or omission by Onshape or Developer; and (v) any loss or damage, including property damage, personal injury, or death, resulting from or relating to the App Store. As the App Store Terms are incorporated into the Onshape Terms of Use, the disclaimers and limitations therein apply to your use of the App Store.

Termination. A Developer may terminate its provision of Applications. In these cases, Onshape will work to ensure that this termination process for you is as smooth as possible, but you agree and acknowledge that Onshape cannot control the Developers or Applications and makes no commitment about the future availability of any Application. We may limit or restrict your access to the App Store immediately if you fail to comply with any provisions of these App Store Terms, at the sole discretion of Onshape. Your use of any specific Application will be subject to, and may terminate pursuant to, the applicable EULA.

GENERIC APPLICATION TERMS OF USE

The software application(s) ("Application(s)") that you have purchased is developed and sold by an application developer ("Application Developer"). The Application is designed specifically to be compatible with the standard platform for computer- aided design (CAD) made available by PTC Inc., acting through its Onshape business unit ("Onshape"). You purchased your Application(s) through the Onshape App Store ("App Store").

Your use of the Application is governed by these Application Terms of Use (the "Generic Application Terms of Use", "Terms"), which constitute a binding legal agreement between you and Application Developer and any supplemental terms provided by Application Developer. **IN THE EVENT OF A CONFLICT BETWEEN THESE APPLICATION TERMS AND THE SUPPLEMENTAL TERMS PROVIDED BY THE APPLICATION DEVELOPER FOR SUCH APPLICATION, THESE TERMS SHALL CONTROL TO THE EXTENT SUCH CONFLICT EXISTS, EXCEPT WHERE EXPRESSLY PROVIDED IN THESE APPLICATION TERMS.**

EACH TIME YOU USE THE APPLICATION, YOU ARE ACCEPTING THESE APPLICATION TERMS AND ANY SUPPLEMENTAL TERMS PROVIDED FOR SUCH APPLICATION. IF YOU DO NOT AGREE TO ALL OF THE APPLICATION TERMS, APPLICATION DEVELOPER IS UNWILLING TO GRANT YOU THE RIGHT TO USE THE APPLICATION, AND YOU MUST CEASE USE OF THE APPLICATION IMMEDIATELY. YOU ACCEPT THE APPLICATION TERMS BY EITHER (1) CLICKING TO AGREE OR ACCEPT WHERE THESE OPTIONS ARE PRESENTED TO YOU, OR (2) ACTUALLY USING THE APPLICATION. IF YOU ARE ACCEPTING ON BEHALF OF YOUR EMPLOYER OR ANOTHER ENTITY, YOU REPRESENT AND WARRANT THAT: (I) YOU HAVE FULL LEGAL AUTHORITY TO BIND YOUR EMPLOYER OR SUCH ENTITY TO THE APPLICATION TERMS; (II) YOU HAVE READ AND UNDERSTAND THE APPLICATION TERMS; AND (III) YOU AGREE, ON BEHALF OF THE PARTY THAT YOU REPRESENT, TO THE APPLICATION TERMS. IF YOU DON'T HAVE THE LEGAL AUTHORITY TO BIND, PLEASE DO NOT CLICK THE "ACCEPT" BUTTON OR USE THE APPLICATION.

You acknowledge and agree that Onshape is not responsible for any Applications sold in the App Store. By purchasing this Application, you acknowledge that Onshape does not warrant or endorse, nor does it assume or will have any liability or responsibility for, any Application, or for any other materials, products, or services of third parties, even though Onshape has made such Application available in the App Store.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ONSHAPE SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU THROUGH YOUR USE OF THE APPLICATION, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT ONSHAPE OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU ALSO EXPRESSLY UNDERSTAND AND AGREE THAT APPLICATION DEVELOPER SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU THROUGH YOUR USE OF THE APPLICATION, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT APPLICATION DEVELOPER HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

THE COLLECTIVE AND AGGREGATE LIABILITY OF APPLICATION DEVELOPER AND ONSHAPE TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THE APPLICATION IS LIMITED TO THE GREATER OF: (A) THE AMOUNT OF FEES ACTUALLY RECEIVED BY SUCH PARTY DURING THE LAST 12 MONTHS FROM YOUR PURCHASE OF SUCH APPLICATION; OR (B) ONE HUNDRED DOLLARS (U.S. $100.00). In the event of a conflict between this Section 6 and any supplemental terms in regard to the Application Developer's limitation of liability, the supplemental terms shall control, but only to the extent such supplemental terms apply to the Application Developer. The supplemental terms shall in no way modify any limitation of liability as such limitation relates to Onshape.

You agree to indemnify, defend, and hold Onshape harmless with respect to any claims arising out of or relating to the Application.

Your use of, or inability to use, the Application is at your sole risk. ONSHAPE DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE. Onshape may suspend your use of the Application in the event the Application detrimentally impacts Onshape, other users who have purchased the Application, the App Store, or any Onshape technology, solely as determined in Onshape's sole discretion.

You agree that Onshape is an intended third-party beneficiary under these Generic Application Terms of Use, and Onshape has standing to enforce these Terms in respect of all intellectual property rights and licenses, representations, disclaimers and other benefits accruing to Onshape under these Generic Application Terms of Use.

These Generic Application Terms of Use and any supplemental terms under which you are provided the Application may change from time to time. You agree to cooperate reasonably and in good faith with the Application Developer in the event that Onshape modifies these Generic Application Terms of Use.

Application Developer owns and retains all proprietary rights in the Application (other than any rights in the Onshape platform or any Onshape enabling technology contained therein). The Application contains the copyrighted material, trademarks, and other proprietary information of Application Developer and its licensors. The provision of the Application does not transfer to you or any third party any rights, title or interest in or to such intellectual property, including, without limitation, any intellectual property rights in any Application Developer or third-party content.

YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING A VALID CREDIT CARD FOR PAYMENT OF ALL FEES. You agree to pay such amounts and fees in accordance with the processes and procedures set forth in the App Store Terms of Use.

Application Developer may suspend your access to an Application before cancelling your Application because you are in material breach of these Generic Application Terms of Use or any other terms under which the Application Developer provides, or because Application Developer is contractually required to do so by Onshape. If your access is suspended in this way, you must continue to pay all charges for your service during the period of suspension.

If your Application is terminated for any reason, you must immediately delete all copies of the Application (including the software) in your possession or under your control.

Unless otherwise set forth in the supplemental terms provided with an Application, these Generic Application Terms of Use will be governed by the laws of the Commonwealth of Massachusetts, without giving effect to any choice of laws principles that would require the application of the laws of a different country or state.

These Generic Application Terms of Use are personal to you, and you may not transfer, assign or delegate your right and/or duties under these Terms to anyone else and any attempted assignment or delegation is void. You acknowledge that Application Developer has the right hereunder to seek an injunction, if necessary, to stop or prevent a breach of your obligations hereunder. Any delay or failure by Application Developer to exercise or enforce any right or provision of these Generic Application Terms of Use will not constitute a waiver of such right or provision. No waiver by Application Developer shall have effect unless such waiver is set forth in writing, signed by Application Developer; nor shall any such waiver of any breach or default constitute a waiver of any subsequent breach or default. These Generic Application Terms of Use, together with any supplemental terms provided by Application Developer, constitute the complete and exclusive agreement between you and Application Developer with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements. If for any reason a court of competent jurisdiction finds any provision of these Generic Application Terms of Use, or portion thereof, to be unenforceable, such provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of these Generic Application Terms of Use will continue in full force and effect.