

**Schedule of Third Party Terms**

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Scope of this Document

This document addresses terms and conditions relating to Third Party Component Terms and Bundled Third Party Products. These terms are defined in the PTC Customer Agreement or other license agreement between the parties (the “License Agreement”), but generally Third Party Components are software components that PTC includes in the Licensed Products, and Bundled Third Party Products are software components or items that PTC makes available, in most cases without charge and as a convenience to Customer<sup>1</sup>. In most cases, Customer would be able to obtain, or may have already obtained, licenses to Bundled Third Party Products directly from the vendor or licensor thereof.

Third Party Components are governed by the License Agreement and are covered by the warranties, support services and indemnification provisions thereof. Bundled Third Party Products are licensed directly from the vendor thereof and are not covered by the PTC warranties, Support Services or indemnification provisions. If the

<sup>1</sup> Exceptions to this include Informatica, Google, Intellicus and Navteq, for which PTC serves as a reseller.

Customer at its option chooses to use any Bundled Third Party Products, such use shall be governed by the applicable license terms stated in this Schedule B.

### Third Party Component Terms

Third Party Components may not be used apart from the Licensed Products of which they are components.

1. Open Source Components (*applies to all PTC products*)

Except for Axeda products as provided below, if any open source software is included in the Licensed Products, such open source software is identified in the notices which accompany the Licensed Products. For Axeda products, see <http://support.ptc.com/support/legal-agreements/axeda-license-notifications/> for the release specific list of open source and other third party software included in the Licensed Products.

The warranty and support services provided under the License Agreement apply to such open source software and are provided by PTC alone and not by the original licensor. The original licensor of the open source software provides it on an “as is” basis and without any liability whatsoever to Customer. Nothing in Customer’s agreement with PTC restricts Customer’s right to copy, modify, and distribute such open source software nor grants Customer rights that supersede the terms of any open source license. For open source software licensed under the GNU Lesser General Public License (“GPL”), Customer may modify such open source software solely for Customer’s own use, and reverse engineer those components of the Licensed Products that directly interface with the open source software licensed under the GPL solely for, and to the limited extent necessary for debugging such modifications. PTC’s Support Services obligations, if any, shall only apply to the unmodified Licensed Products. Contact [opensource@ptc.com](mailto:opensource@ptc.com) in order to obtain a copy of any of the various license agreements that govern open source components in PTC products and/or for the open source list for any Axeda product release not included at the URL referenced above.

2. Oracle Components (*applies only to Windchill, ProIntralink, Integrity, CADDs and Optegra products*)

PTC embeds Oracle databases and other technologies in various products. The following terms apply to software and documentation provided by Oracle Corporation (“Oracle”) to the extent any Oracle software or documentation is included in or with the Licensed Products (the “Oracle Software”): Customer understands and agrees that the Oracle Software may only be used in conjunction with the Licensed Products and that Customer will not modify the Oracle Software or publish the results of any benchmark tests run on the Oracle Software. Oracle is a third party beneficiary of the License Agreement. Use of Oracle Software is limited to the legal entity that purchased the same and its wholly-owned subsidiaries, provided that (i) such wholly-owned subsidiaries agree in writing to be bound by the terms and conditions of the applicable ordering document and the License Agreement or (ii) the Customer warrants that it has bound such wholly-owned subsidiary to the terms and conditions of the applicable ordering document and the License Agreement and hereby agrees to be responsible for any breach of such terms and conditions by such wholly-owned subsidiary. Oracle or its licensor retains all ownership and intellectual property rights to the Oracle Software. Oracle disclaims, to the extent permitted by applicable law, Oracle’s liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the Oracle Software. Technical support, if ordered from Oracle, is provided under Oracle’s technical support policies in effect at the time the services are provided. Oracle’s technical support policies can be accessed at <http://oracle.com/contracts>. Any third party firms retained by the Customer to provide computer consulting services are independent of Oracle and are not Oracle’s agents, and Oracle is not liable for nor bound by any acts of any such third party firm. Customer acknowledges that it has not relied on the future availability of any hardware, programs or updates in entering into PTC’s license agreement. Oracle Software may specify in its documentation that certain third party software is appropriate or necessary for use with such Oracle Software and may be governed by a third party license agreement specified in such documentation. Customer agrees that PTC may perform audits of Customer’s use of the Oracle Software and Customer agrees to provide reasonable assistance and access to information in the course of such audit. Furthermore, Customer shall permit PTC to report such audit results to Oracle, or Customer shall permit PTC to assign its right to audit the Customer’s use of the Oracle Software to Oracle. Oracle shall not be responsible for any of PTC’s or the Customer’s costs incurred in cooperating with the audit, where PTC assigns such right to audit to

Oracle. Customer acknowledges and understands that some Oracle Software may include source code that Oracle may provide as part of its standard shipment of such Oracle Software, which source code shall be governed by the terms of the License Agreement.

3. IBM Cognos Components (*applies only to Windchill and Service Intelligence products*)

The following use restrictions apply to the Business Reporting functionality in Windchill and in the Service Intelligence Product, depending on the License type:

- (i) Each license of Windchill (i.e., PDMLink and add-on modules such as MPMLink and RequirementsLink) and each license of PTC's Servigistics "Warranty", "Service Center" and "i" products (i.e., iService, iOwn, iParts and iSupport) includes a license to use the base Business Reporting functionality to: (a) select reports, view reports and set personal preferences (for languages, time zones etc.); and (b) run and schedule reports created by a person using Windchill Business Reporting Author, Service Intelligence Professional Author or Service Intelligence Advanced Business Author, if appropriately licensed, or created by any of the means of report generation which are consistent with these use restrictions, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages, personalize standard reports, and receive notifications, and (c) use the Business Insight to create interactive dashboards. One license may also be used for Administration of the Business Reporting Software, with the additional permission to setup, deploy, configure and manage the Business Reporting software and components within the Customer's environment, use the Framework Manager to define and publish metadata, and in the case of Service Intelligence Administrators, to use Portal, Query Studio, Report Studio, Analysis Studio, Business Insight and Business Insight Advanced to author, publish, generate and view sophisticated and interactive reports, analysis, queries and dashboards.
- (ii) A "Windchill Business Reporting Author" or "Service Intelligence Professional Author" license allows for the same functionality as clause (i) above, except that, in addition, the Customer may permit the specified number of Registered Users to use the Business Insight Advanced, Query Studio and Report Studio module and functionality and to model metadata via the Framework Manager.
- (iii) A "Service Intelligence Advanced Business Author" license allows for the same functionality as clause (i) above, except that, in addition, the Customer may permit the specified number of Registered Users to use the Business Insight Advanced, Query Studio and Analysis Studio module and functionality and to model metadata via the Framework Manager.
- (iv) A "Windchill Business Reporting Monitor" license means the Customer may permit the specified number of Registered Users to use the Event Studio module.

The Customer is required to configure the Business Reporting functionality to ensure that each user will be restricted from using any reporting functionality other than that licensed, as specified above. The Business Reporting functionality is only permitted to be used only with PTC products and not independent thereof.

4. Microsoft Components (*applies to PDM Essentials and Arbortext IsoView products*)

*Arbortext IsoView* - To the extent any Microsoft Components are included in or with Arbortext IsoView, Customer agrees to: (i) distribute the Extended Use Redistributable Code in object code only in conjunction with and as a part of a software application product developed by Customer that adds significant and primary functionality to the Extended Use Redistributable Code; (ii) not use Microsoft's name, logo, or trademarks to market the End-User Application; (iii) include a valid copyright notice on the End-User Application; (iv) indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of the End-User Application; and (v) not permit further distribution of the Extended Use Redistributable Code by the user of the End-User Application.

*PDM Essentials* – PDM Essentials includes SQL Server components from Microsoft. Such components are governed by the license terms set forth at <http://www.ptc.com/company/third-party-terms.htm> under the heading "Microsoft® SQL Server® 2008 R2 Standard (Runtime) Terms and Conditions". Customer may not use PDM Essentials in any application or situation where the product's failure could lead to death or serious

bodily injury of any person, or to severe physical or environmental damage. Customer agrees that Microsoft is not providing any (and has disclaimed any and all) warranties and that Microsoft shall have no liability (whether direct, indirect, incidental or consequential) to Customer in connection with Customer's use or installation of PDM Essentials, to the extent permitted by applicable law. Customer consents to PTC's providing information about Customer (including without limitation identity, address and number of licenses ordered) to Microsoft for purposes of verifying the royalties PTC pays to Microsoft.

5. Adobe Components (*applies to Windchill, Creo View and Mathcad products*)

The Adobe PDF Creation Add-On embedded in certain PTC products may include various applications, utilities and components, may support multiple platforms and languages and may be provided to Customer on multiple media or in multiple copies. Nonetheless, such software is designed and provided to Customer to be used as a single product. Customer is not required to use all component parts of such software, but Customer may not unbundle the component parts of such software for use on different computers. Customer may not unbundle or repackage such software for distribution, transfer or resale.

Customer shall not use the Adobe software for the purposes of document encryption, usage controls, or optical character recognition and any other functionality not permitted in the License Agreement.

The creation of a PDF file using the AEM Forms software as permitted ("PDF Generation") will be used for the sole purposes of publishing documents to PDF under Windchill control for the sole purpose of and use within the view/print/watermark and collaboration functions within Creo View. Within this limited PDF Generation use case described above, the Adobe InDesign Server CC component shall only be accessed or executed through the Adobe Experience Manager Forms component and shall only be used for the generation of PDF format documents from pre-existing Adobe Illustrator format files or Adobe Photoshop format files. The Adobe InDesign Server CC component shall never be executed or accessed on a standalone basis or directly by the Customer or Authoring-capable Users. Authoring-capable Users is defined as a user who is authorized (based on the license type purchased) to create PDF documents using the PDF Generation functionality, which may be triggered either manually through a direct instruction to Windchill, or automatically through submission of a document to Windchill by such Customer, which is then automatically converted.

Customer agrees that use of the Adobe software shall be restricted to licensed Authoring-capable Users only.

The use of Mathcad PDSi viewable support is limited to use only with native files produced by Mathcad, and the Mathcad PDSi viewable support shall not be used as a conversion solution to convert other non-native file formats into PDF format.

The Adobe Acrobat software that is included as part of the Creo View PDF Collaboration Option in versions prior to version 10.0 may not be used other than as an embedded component within Creo View.

The Adobe Acrobat, LiveCycle PDF Generator and Reader Extensions software that is included as part of the Creo View PDF Adapter in Windchill 10.0 may not be used other than as embedded components within the Windchill/Creo View PDF publishing products.

6. Neo Components (*applies to ThingWorx "Server" products*)

PTC's ThingWorx "Base Fee" and "Additional Server" products typically include a Neo Enterprise Server graph database component (the "Neo Components") embedded therein. Customer acknowledges that the vendor, Network Engine for Objects in Lund AB ("Neo Technology"), makes no warranties to any person or entity with respect to the Neo Components or any derivative works thereof, or any services, and disclaims all implied warranties, including without limitation warranties of merchantability, fitness for a particular purpose, title and non-infringement of third party rights. In no event, including under any breach of agreement, warranty or representation, or otherwise, shall Neo Technology have any liability to Customer, and Neo Technology will

not be liable for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of or relating to the Neo Components (including loss of business, revenue, profits, use, data or other economic advantage), however it arises, whether for breach or in tort (including negligence), even if that party has been previously advised of the possibility of such damage. Liability for damages shall be limited and excluded, even if any exclusive remedy provided for fails of its essential purpose. Any dispute between Customer and Neo Technology shall be governed by Swedish law and resolved through arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce in Stockholm, Sweden.

7. Telerik Components (*applies to Social Product Development products*)

Customer may not use the Telerik Components in PTC's Social Product Development products in design-time without acquiring a Developer license therefor from Telerik.

8. Monotype (*applies to Creo Parametric*)

Customer may not convert the Monotype font software programs contained in PTC products ("Monotype Software") into a different format. Customer may not alter or modify the Monotype Software in any manner which results in the Monotype Software having different or enhanced functionality than when it was delivered to Customer as part of the PTC product.

9. DataStax (*applies to ThingWorx*)

Customer shall not and shall not permit others under its control to: (1) use the software, data, and other materials made available to Customer by DataStax ("DataStax Software") for uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the DataStax Software could lead to death, personal injury, or environmental damage; (2) use the DataStax Software to create, deliver training on, improve (directly or indirectly) or offer a substantially similar product or service; or (3) use the included ODBC driver to connect to other distributions of the components of the DataStax Software.

If Customer provides any suggestions or feedback regarding the DataStax Software, DataStax Support, and/or other DataStax Services, then DataStax may use that information without obligation to Customer, and Customer hereby irrevocably assigns to DataStax all right, title, and interest in that feedback or those suggestions.

Customer agrees that its purchase of DataStax licenses and support is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by DataStax, including any roadmaps or target release dates, with respect to future functionality or features.

Customer agrees not to distribute, sublicense, or otherwise make available the DataStax Software on a standalone basis.

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Bundled Third Party Product Terms

Certain third party products that are provided with the Licensed Products are provided under a separate license directly from the manufacturer of the applicable third party products ("Bundled Third Party Products"). Customer agrees and acknowledges that, to the extent that any such Bundled Third Party Products are provided with the Licensed Products: (i) such Bundled Third Party Products are provided on an "as-is", pass-through basis, and as such are provided to Customer without warranty, indemnification, support or other representation by PTC; (ii) PTC bears no liability with respect to such Bundled Third Party Products and Support Services for such software will be provided at PTC's discretion; and (iii) Customer may be required to purchase new versions of such Bundled Third Party Products as they become available and supported by their respective manufacturer.

Currently the following Bundled Third Party Products are provided by PTC with certain of the Licensed Products as integrated components or as optional applications by separate purchase. New Releases of PTC Licensed Products may be accompanied by additional Bundled Third Party Products.

- Oracle Sun Java Products (*applies only to Windchill products*)

The following terms apply to Sun software and documentation provided by Oracle (“Oracle”) to the extent any Sun software or documentation (“Sun Software”) is included in the Licensed Products, including without limitations Java™ Runtime Environment, Java Naming and Directory Interface™, JavaMail™, JavaBeans™ Activation Framework, Java™ Secure Socket Extension, and Java™ Software Developers Kit:

Customer may not modify the Java Platform Interface (“JPI”, identified as classes contained within the “java” package or any subpackages of the “java” package), by creating additional classes within the JPI or otherwise causing the addition to or modification of the classes in the JPI.

In the event that Customer creates an additional class and associated API(s) which (i) extends the functionality of a Java platform and (ii) is exposed to third party software developers for the purpose of developing additional software which involves such additional API, Customer must promptly publish broadly an accurate specification for such API for free use by all developers.

Sun Software is confidential copyrighted information of Oracle and title to all copies is retained by Oracle and/or its licensors. Sun Software is not designed, licensed or intended for use in the design, construction, operation or maintenance of any nuclear facility and Oracle expressly disclaims any implied warranty of fitness for such uses.

SUN SOFTWARE MAY NOT BE FAULT TOLERANT AND WHEN USED IN CONNECTION WITH EQUIPMENT OR SYSTEMS IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, THE FAILURE OF THE LICENSED PRODUCTS COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

**Oracle disclaims all express or implied conditions, representations and warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, except to the extent that these disclaimers are held to be legally invalid.**

**To the extent not prohibited by law, in no event will Oracle or its licensors be liable for any lost revenue, profit or data, or for direct, indirect, special, consequential, incidental or punitive damages, however caused and regardless of the theory of liability, arising out of or related to the use of or inability to use Sun Software, even if Oracle has been advised of the possibility of such damages.**

- Oracle JDBC Drivers (*applies to Integrity products*)

Reference is made to the “Oracle Technology Network Development and Distribution License Terms” of Oracle Corporation (the “Oracle License”) that appears at [http://www.oracle.com/technology/software/htdocs/distlic.html?url=http://www.oracle.com/technology/software/tech/java/sqlj\\_jdbc/htdocs/jdbc\\_10201.html](http://www.oracle.com/technology/software/htdocs/distlic.html?url=http://www.oracle.com/technology/software/tech/java/sqlj_jdbc/htdocs/jdbc_10201.html). PTC has accepted the terms of such license and has certain related obligations. The Integrity Licensed Products include the Oracle JDBC drivers and use of the same requires that Customer be bound by the Oracle License and specifically to, and Oracle’s rights under, the provisions set forth under the headings “Program Distribution”, “License Rights”, “Ownership and Restrictions”, “Export”, “Disclaimer of Warranties and Exclusive Remedies”, “No Technical Support”, “End of Agreement”, “Relationship Between the Parties”, and “Open Source” as if Customer were a party to such Oracle License. Customer may not distribute the Oracle JDBC drivers without a license from Oracle. Oracle is an intended third party beneficiary of the provisions of this paragraph.

- Intellicus (*applies only if Customer has purchased a license to Intellicus software or hosting for the same from PTC*)

1. Restricted License: The Intellicus Professional Reporting Tool (“Intellicus”) embedded in the Servigistics Licensed Products shall be used exclusively with and is limited to use with the Servigistics Licensed Products accompanying it.
2. Restrictions on Use. The default version of Intellicus embedded in the Servigistics Licensed Products is restricted to usage of not more than 5 concurrent threads, but may be used on servers with an unlimited number of CPUs. PTC may provide optional software upgrades for use of either 10 concurrent threads or unlimited concurrent threads, as specified in the Quote.

For purpose of clarification, “threads” refers to the number of reports in parallel execution. Five threads mean that five reports can run in parallel. If a sixth comes into the mix at any point of time, it is put in a queue until one of the five threads is released. The user sending the sixth request may experience a slow response but will not receive a denial of service. This applies only to reports being actively run by users, and not to scheduled reports as they would be run from a different thread pool. This license type is more appropriate than a “concurrent user” license, as there may be users that are only viewing reports but not running them actively, in which case their threads do not count. This number of available threads is determined by the license grant and is configured at the time of the product installation.

3. Ownership. Customer acknowledges and agrees that: (a) Intellicus software provided with the Servigistics Licensed Products is the property of Intellicus, and not Customer; and (b) Customer will use the Intellicus software, including its documentation, only under the terms and conditions described in the License Agreement and the Quote.
4. Warranty and Disclaimer: Intellicus Technologies Pvt. Ltd. warrants to Customer that for a period of 90 days from Customer’s final acceptance and implementation of the Intellicus Software, Intellicus shall operate in all material respects in accordance with its documentation when used in accordance therewith. Intellicus expressly disclaims, to the greatest extent allowed under applicable law, all other warranties.
5. Limitation of Liability: Except for liability relating to indemnification for intellectual property rights infringement, Intellicus Technologies Pvt. Ltd. expressly disclaims any liability for indirect, consequential and incidental damages, and will expressly limit, in a commercially reasonable manner, the liability of PTC and its suppliers for direct damages.
6. Restrictions. Customer is prohibited from (a) copying the Intellicus (except as permitted under applicable copyright law with respect to back-up or archival copies), (b) distributing, disclosing, marketing, renting, leasing or otherwise transferring Intellicus to any third party, or any portion thereof, including without limitation, by using Intellicus in a service bureau, facility management, third party training or timeshare provider capacity, or (c) reverse engineering, disassembling, decompiling, modifying, adapting, translating or creating derivative works from the Licensed Products, in whole or in part.
7. Assignment. Notwithstanding the foregoing, PTC shall have the right to permit the transfer of Intellicus by Customer in connection with the assignment of the License Agreement to a successor in interest to all or substantially all of Customer’s assets or stock.

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- Google (*applies only if Customer has purchased a license to Google software or hosting for the same from PTC*)

This Google solution is used with the Servigistics Licensed Products for the purpose of providing PTC’s clients a sophisticated mapping capability for use with the Servigistics Licensed Products and/or PTC

Hosted Solution Services for Servigistics Licensed Products. Notwithstanding anything to the contrary herein, use of this Google solution is limited to those countries in the Territory (as defined below) supported by Google.

#### Applicable Terms and Conditions from the Google Agreement/License

1. Google Maps for Enterprise Software License and Use Agreement. This Google agreement (“Google-Agreement”) sets forth the terms and conditions under which Customer may use the Google Map product(s) with the Servigistics Licensed Products and/or Hosted Solution Services.
2. Definitions. The following capitalized terms shall have the meanings set forth below:
  - 2.1. **“Google-Agreement”** means this Google-specific section of the agreement.
  - 2.2. **“Effective Date”** means the date Customer orders Servigistics Licensed Products and/or PTC Hosted Solution Services.
  - 2.3. **“End Users”** in this Google-specific section means the individual, human end users who use the Google Map Services.
  - 2.4. **“Geocode(ing)”** means the online assigning of a longitude/latitude coordinate to an address in relation to the licensed Products by means of interpolation or information in the form of either the street address or intersection of streets at which a point of interest or address is located, and additionally may include a raster image depicting such location on a map.
  - 2.5. **“Images”** means the images contained in and produced by the Google Map product.
  - 2.6. **“License Key”** means the alphanumeric key assigned to Customer’s PTC solution by Google that is uniquely associated with the Google account and the URL of Customer’s solution, and which is required for use of the Software.
  - 2.7. **“Map Draw”** means a raster image depicting the Earth, streets or related information on a map, Geocode, or Route for a predetermined or End User-specified geographical area.
  - 2.8. **“Product”** in this Google-specific section means the Google Maps software and documentation.
  - 2.9. **“Route”** means one or more textual, audible, and/or visual routing directions between a single origin and one or more destinations, the travel time and/or distance for all or any portion of that route.
  - 2.10. **“Software”** in this Google-specific section means the Google proprietary application program interface (“API”), in JavaScript form or as otherwise specified by the documentation, identified in a Quote or Order Form for the Google Maps for Enterprise product, which permits Customer to display Images according to the terms and conditions herein, but not to access underlying map data, any services provided by Google in connection with its map service (not limited to local search), or any other Google service.
  - 2.11. **“Google Map Service”** means the Google Maps Service, the Images, and the Product provided through the PTC Servigistics Workforce Management software application.
  - 2.12. **“Territory”** means the current list of territories located at [http://gmaps-samples.googlecode.com/svn/trunk/mapcoverage\\_filtered.html](http://gmaps-samples.googlecode.com/svn/trunk/mapcoverage_filtered.html).
  - 2.13. **“Transaction”** means a single distinct use of the Google Maps solution to perform a single Map Draw, Geocode, or a Route.
  - 2.14. **“Transaction Year”** means each consecutive twelve month period commencing from the Effective Date, or any subsequent renewals.
3. License. Subject to the terms and conditions of this Google-Agreement, Google is providing to Customer through PTC a non-sublicensable, non-transferable, non-exclusive, terminable, limited license to



use the Product solely with the Google Map Services through the PTC Hosted Solution Services. Customer may not distribute or sell any Images or data provided with or generated by the Google Map Services.

4. Customer Restrictions; End User Terms. In no event will Customer provide any advertisement or paid listing in conjunction with any Image, or provide the Google Map Products on a page containing advertising. Customer's End Users may only use the Google Map Service in accordance with the (a) "Maps Terms of Use" posted by Google at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and (b) "Acceptable Use Policy" posted by Google at [http://www.google.com/enterprise/earthmaps/legal/us/maps\\_AUP.html](http://www.google.com/enterprise/earthmaps/legal/us/maps_AUP.html). Without limiting the foregoing, Google may update these URLs and/or the required terms of this End User license Google-Agreement from time to time, and will provide Customer with such instruction, warning, disclaimer, and/or safety information that may be required by Google and/or its licensors and suppliers from time to time, such notices to be forwarded by Customer to Customer's End Users. Neither Google nor PTC will have any obligation or liability for any defects in or damages to any hardware or system for use with the Google Map Service (as opposed to the Licensed Products, support for which is governed by Customer's agreement with PTC).

5. Ownership; Restricted Use.

5.1. Intellectual Property Rights; Title. For purposes of this Google-Agreement, "**Intellectual Property Rights**" means any and all rights existing from time to time under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. Customer acknowledges that all right, title and interest, including without limitation all Intellectual Property Rights in and to the Google Map Service, remain in Google and/or its third party licensors and suppliers, and that Customer shall not acquire any right, title, or interest in or to the Google Map Service, except as expressly set forth in this Google-Agreement.

5.2. Restricted Use. Except as otherwise expressly provided in this Google-Agreement, Customer has no right to transfer, sublicense or otherwise distribute the Product or Images, in whole or in part, to any third party. Except as expressly provided in this Google-Agreement, Customer agrees not to, or to allow others, not limited to End Users, to: (i) adapt, alter, modify, decompile, translate, disassemble, or reverse engineer the Product or any component thereof, including without limitation, the source code and any other underlying ideas or algorithms of the Software (except to the extent applicable laws specifically prohibit such restriction); (ii) create license keys that enable the Software; (iii) copy the Software or documentation except as provided in the License Agreement; (iv) use the Google Map Service for High Risk Activities as defined below; (v) transfer, sublicense, loan, sell, lease or use for timesharing or service bureau purposes the Product or any component thereof; or (vi) ship, divert, transship, transfer, export or re-export the Products or any component thereof into any country or use it in any manner prohibited by any export control laws, restrictions, or regulations administered by the U.S. Commerce Department's Bureau of Export Administration, the U.S. Department of Treasury's Office of Foreign Assets Control or any other applicable government agency. For the avoidance of doubt, nothing in this Google-Agreement grants to Customer any rights whatsoever in or relating to the source code of the Software.

5.3. Brand Features. Any trade names, trademarks, service marks, logos, trade dress, and any other distinctive or proprietary symbols, labels, designs or designations ("**Brand Features**") of Google or its partners, licensors, or suppliers, as well as any copyright or other proprietary notices appearing on or in the Product or any Image (as displayed in the Google Map Service) shall be maintained and shall not be removed, modified or altered by Customer. The Images may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of Google and its partners, licensors, and suppliers. Customer agrees not to challenge or assist others to challenge Google's or Google's licensors' Brand Features or registration thereof (except to protect Customer's rights with respect to its own Brand Features) nor shall Customer attempt to register any Brand Features or domain names that are confusingly similar to those of Google or Google's licensors. Except as provided for pursuant to this Google-Agreement, neither party shall acquire any right, title or interest in or to the other party's Brand Features.

5.4. Legal Notices. Any link or notices appearing on or in any Image or provided through the Product shall be maintained and Customer shall not remove, modify, obscure, or alter them. Customer acknowledges and agrees that the legal notices set forth at the following URL (or such other URL as may be updated by Google) (the “**Legal Notices**”) 1) supplement the terms and conditions of this Agreement, and are binding on Customer; and 2) shall be set forth in or incorporated by a notice, link, or similar reference in any End User license Google-Agreement and or terms of service for Customer’s solution:

[http://www.maps.google.com/help/legalnotices\\_maps.html](http://www.maps.google.com/help/legalnotices_maps.html)

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