

## Schedule of Third Party Terms

### 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, 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 without charge and as a convenience to Customer. Customer would be able to obtain Bundled Third Party Products directly from the vendor thereof without charge.

Third Party Components are governed by the PTC Customer Agreement and are covered by the warranties, maintenance and indemnification provisions thereof. Bundled Third Party Products are licensed directly from the vendor thereof and are not covered by the PTC warranties, maintenance or indemnification provisions.

### 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*)

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. 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. For open source software licensed under the GNU Lesser General Public License (“LGPL”), you may modify such open source software solely for your own use, and reverse engineer those components of the Licensed Products that directly interface with the open source software licensed under the LGPL solely for, and to the limited extent necessary for debugging such modifications. PTC’s Maintenance 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.

#### 2. Oracle Components (*applies only to Windchill 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 this Agreement.

#### 3. 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 “i” products (i.e., iWarranty, iService, iOwn, iPart 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 dashboard.

- (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.
- (v) An “Administrator” license allow for the same functionality as clauses (i), (ii), (iii) and (iv) above, except that, in addition, the customer may setup, deploy, configure and manage the Business Reporting software and components within the Customer’s environment. This license also allows the customer to use the Framework Manager to define and publish the metadata and 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.

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 only to Arbortext IsoView products*)

To the extent any Microsoft Components are included in or with the Licensed Products, 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.

#### 5. Adobe Components (*applies to Windchill, ProductView 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 as a single product 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.

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 ProductView PDF Collaboration Option in versions prior to version 10.0 may not be used other than as an embedded component within ProductView.

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

6. 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.

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 Maintenance 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 Development and Distribution License Agreement from 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.

- Other Bundled Third Party Products

Integrity

The Integrity Licensed Products are provided with third party software together with notices and third party license agreements from such third parties located at: (a) for IMPLEMENTER and related Software by pressing F14 from the Product Main Menu, and (b) for MKS INTEGRITY™ Software at (i) the MKS INTEGRITY Startup Page, (ii) the "<MKS install directory>/jre" where <MKS install directory> is the path to the directory where you installed the MKS INTEGRITY Server or MKS INTEGRITY Client, and (iii) the "/support/thirdparty/<Thirdparty directory>" where "<Thirdparty directory>" is the name of the applicable Third Party Software product with additional terms that govern the use of such Third Party Software.

Creo Parametric

- Java runtime environment
- Microsoft C runtime libraries

Creo View

- Microsoft Visual C++ 2010 Redistributable Package (x86)
- Microsoft Visual C++ 2010 Redistributable Package (x64)
- Microsoft Visual C++ 2008 SP1 Redistributable Package (x86)
- Microsoft Visual C++ 2008 SP1 Redistributable Package (x64)

Arbortext Editor / Styler / Publishing Engine

- Microsoft Visual Studio C++ Runtime 2005 SP1
- Microsoft Visual Studio C++ Runtime 2008 SP1
- Java Runtime Environment 1.6 (Windows)
- Rhino Javascript
- Saxon 6.2
- Perl 5.8 (subset only)
- Tomcat

Arbortext ISOView / ISODraw

- Java Runtime Environment 1.5 (Windows)

### Arbortext for Aerospace and Defense

- Microsoft Access 2000 Runtime
- Java Runtime Environment 1.5 (Windows)
- Java Runtime Environment 1.6 (Linux)
- Java Runtime Environment 1.6 (Windows)
- Apache Tomcat 5.5.23 (Windows)
- Apache Tomcat 6.0.18 (Windows)
- Microsoft Visual Studio C++ Runtime 2008 SP1
- JDK 1.5.0.15 (Windows)
- Oracle Data Access Components for .net - 11.2.0.1.2
- Microsoft XML Parser 4.0 SP2
- Microsoft XML Parser 6.0 SP1
- Microsoft .net Framework 3.5 SP1

### Arbortext Advanced Print Publisher

- Perl 5.8

### Arbortext Digital Media Publisher

- JRE 1.4 for linux, solaris, solaris x86, hpux and itanium
- JRE 1.5 for linux, solaris, solaris x86, Windows, hpux and itanium
- JRE 1.6 for Windows