

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, 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. In most cases, Customer would be able to obtain Bundled Third Party Products directly from the vendor thereof without charge ¹.

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, Support Services or indemnification provisions.

¹ Exceptions to this are Informatica, Google, Intellicus and Navteq, for which PTC serves as a reseller.

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 Customer’s 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 Support Services obligations, if any, shall only apply to the unmodified Licensed Products. Contact 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 and Integrity 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 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 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, 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 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 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. 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 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.

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

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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 PTC, and not Customer; and (b) Customer will use the Intellicus software, including its documentation, only under the terms and conditions described in the PTC Customer Agreement and the Quote.
4. Warranty and Disclaimer: Intellicus Technologies Pvt. Ltd. warrants to Customer that for a period of 90 days from your 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.
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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 you in connection with the assignment of the PTC Customer 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.

- 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 and (b) “Acceptable Use Policy” posted by Google at 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.

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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

6. Term and termination. Term and termination are as specified in Customer's agreement with PTC, except that Google may immediately terminate this Google-Agreement, in whole or in part, if (i) Customer is in breach of Section 3 (License), Section 4 (License Restrictions; End User Terms). Section 4 (Duties of Reseller), or if Customer is in material breach of this Google-Agreement more than twice notwithstanding any cure of such breaches.

6.1. Effect of Expiration or Termination. Upon expiration or termination of this Google-Agreement, all licenses, and any other rights and services provided by Google to Customer as set forth in this Google-Agreement, shall cease immediately, provided that, for termination other than due to Customer's breach, the licenses granted herein for Customer's use of the Product shall continue for the remainder of the annual payment term, subject to Customer's continued compliance. If this Agreement is terminated for Customer's breach, Customer must immediately certify to PTC in writing the removal and/or destruction of all copies of the Product. Each party waives and releases the other from any claim to compensation or indemnity related to termination of the business relationship except as otherwise provided for in the agreement.

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Warning. The Data may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results.

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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