

Schedule of Third Party Terms

Third Party Component Terms

1. *Oracle Components*

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.

2. *Open Source Components*

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.

3. *Cognos Components*

The following use restrictions apply to the Cognos Business Reporting functionality in Windchill, depending on the License type:

- (i) A “BI Reporting Embedded License” includes: (a) one Registered User of a BI Consumer License for each Registered User of the Licensed Product in which the BI Reporting Embedded License is embedded, and (b) a reasonable number of copies of BI Administrator-Restricted Licenses.
- (ii) A “BI Consumer License” permits the specified number of Registered Users to: (i) select reports, view reports and set personal preferences (for languages, time zones etc.); and (ii) run and schedule reports created by a licensed Licensor BI Studio module 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 Event Studio notifications. Customer is required to configure the Cognos Licensed Software to ensure that those users are restricted from using any other Cognos software functionality.
- (iii) A “BI Administrator-Restricted License” is the same as the BI Consumer License and, in addition, the Customer may permit the specified number of Registered Users to administer the Licensor BI Software environment in relation to server, security and report scheduling administration and the ability to model metadata via Framework Manager.
- (iv) A “BI Business Author License” is the same as the BI Consumer License and, in addition, Customer may permit the specified number of Registered Users to use the Query Studio module and functionality.
- (v) A “BI Professional Author License” is the same as the BI Consumer License and, in addition, Customer may permit the specified number of Registered Users to use the Query Studio and Report Studio modules and functionality.
- (vi) “Event Studio User Add-on License” means the Customer may permit the specified number of Registered Users that have the specified base Licensor BI license rights to also use Event Studio Software; and the Customer will configure the Cognos Licensed Software to ensure that those users are restricted from using any other Cognos Software functionality.

4. *Microsoft Components*

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.

Bundled Third Party Product Terms

Certain third party products that are provided with the License 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.

- Adobe® Acrobat® Reader. Customer agrees that any copies of Adobe® Acrobat® Reader it receives from PTC are subject to the terms and conditions of the Adobe® Systems Incorporated Electronic End-User License Agreement for Adobe® Acrobat® Reader included therewith.

- Citrix Systems Presentation Manager and Lakeside Software SysTrack are available as optional applications furnished with certain Arbortext Licensed Products. Customer agrees that any copies of Citrix Systems Presentation Manager and/or of Lakeside Software SysTrack it purchases from PTC are subject to the terms and conditions of the respective Citrix Systems and Lakeside Software license agreements furnished therewith.
- Sun Components.

The following terms apply to software and documentation provided by Sun Microsystems, Inc. (“Sun”) 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™ 1.2.1, JavaMail™ 1.2, JavaBeans™ Activation Framework 1.0.1, Java™ Secure Socket Extension 1.0.2, 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 Sun and title to all copies is retained by Sun 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 Sun 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.

Sun 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 Sun 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 Sun has been advised of the possibility of such damages.