

**ImmixTechnology Rider to Product Specific License Terms and Conditions  
(for U.S. Government End Users)**

1. **Scope.** This Rider and the attached PTC Inc. ("Manufacturer") product specific license terms establish the terms and conditions enabling immixTechnology ("Contractor") to provide Manufacturer's information technology products and services to Ordering Activities under immixTechnology's GSA MAS IT70 contract number GS-35F-0265X (the "Schedule Contract"). Installation and use of the information technology shall be in accordance with this Rider and Manufacturer Specific Terms attached hereto, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid delivery order placed pursuant to the Schedule Contract.
2. **Applicability.** Whereas GSA and immixTechnology agreed at the time of Schedule Contract award upon a base set of terms and conditions applicable to all manufacturers and items represented on the Schedule Contract; and Whereas, the parties further agreed that all product specific license, warranty and software maintenance terms and conditions would be submitted at the time each new manufacturer was to be added to the Schedule Contract; Now, Therefore, the parties hereby agree that the product specific license, warranty and software maintenance terms set forth in Attachment A hereto (the "Manufacturer Specific Terms" or the "Attachment A Terms") are incorporated into the Schedule Contract, but only to the extent that they are consistent with Federal law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341), the Contracts Disputes Act of 1978 (41 U.S.C. §§ 7101 *et seq.*), the Prompt Payment Act (31 U.S.C. §§ 3901 *et seq.*), the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. § 15), DOJ's jurisdictional statute 28 U.S.C. § 516 (Conduct of Litigation Reserved to the Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent any Attachment A Terms are inconsistent with Federal law (See, FAR 12.212(a)), such inconsistent terms shall be superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions:
  - a) **Contracting Parties.** The GSA Customer ("Licensee") is the "Ordering Activity", defined as the entity authorized to order under GSA MAS contracts as set forth in GSA Order OGP 4800.21, as may be revised from time to time.
  - b) **Changes to Work and Delays.** Subject to GSAR Clause 552.238-81, Modifications (Federal Supply Schedule) (April 2014) (Alternate I – JUN 2016) and (Alternate II – JUN 2016), and 52.212-4(f) Excusable Delays (JUN 2010) regarding which the GSAR and the FAR provisions take precedence.
  - c) **Contract Formation.** Subject to FAR 1.601(a) and FAR 43.102, the GSA Customer Purchase Order must be signed by a duly warranted Contracting Officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
  - d) **Termination.** Clauses in the Manufacturer Specific Terms referencing termination or cancellation are superseded and not applicable to any GSA Customer order. Termination shall be governed by the FAR, the underlying GSA Schedule Contract and the terms in any applicable GSA Customer Purchase Orders. If the Contractor believes the GSA Customer to be in breach, it must file a claim with the Contracting Officer and continue to diligently pursue performance. In commercial item contracting under FAR 12.302(b), the FAR provisions dealing with disputes and continued performance cannot be changed by the Contracting Officer.
  - e) **Choice of Law.** Subject to the Contracts Disputes Act, the validity, interpretation and enforcement of this Rider shall be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar Federal law or regulations are enacted, to the extent allowed by Federal law, they will not apply to this Rider or the underlying Schedule Contract.
  - f) **Equitable remedies.** Equitable remedies are generally not awarded against the Government absent a statute providing therefore. In the absence of a direct citation to such a statute, all clauses in the Manufacturer Specific Terms referencing equitable remedies are superseded and not applicable to any GSA Customer order.
  - g) **Unilateral Termination.** Unilateral termination by the Contractor does not apply to a GSA Customer Purchase Order and all clauses in the Manufacturer Specific Terms referencing unilateral termination rights of the Manufacturer are hereby superseded.
  - h) **Unreasonable Delay.** Subject to FAR 52.212-4(f) Excusable delays, the Contractor shall be liable for default unless the nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
  - i) **Assignment.** All clauses regarding the Contractor's assignment are subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements (Sep. 2013). All clauses governing the Contractor's assignment in the Manufacturer Specific Terms are hereby superseded.
  - j) **Waiver of Jury Trial.** Waivers of Jury Trials are subject to FAR 52.233-1 Disputes (JULY 2002). The Government will not agree to waive any right that it may have under Federal law. All clauses governing a waiver of jury trial in the Manufacturer Specific Terms are hereby superseded.
  - k) **Government Indemnities.** This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered. The Interim FAR Rule dated June 21, 2013 and the Office of Legal Counsel opinion dated March 12, 2012 prohibit such indemnifications. All Manufacturer Specific Terms referencing customer indemnities are hereby superseded.

- l) **Contractor Indemnities.** All Manufacturer Specific Terms that violate DOJ's jurisdictional statute (28 U.S.C. § 516) by requiring that the Government give sole control over the litigation and/or settlement to the Contractor are hereby superseded. Nothing contained in the Manufacturer's Specific Terms shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute.
  - m) **Renewals.** All Manufacturer Specific Terms that provide for automatic renewals violate the Anti-Deficiency Act and are hereby superseded. This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered.
  - n) **Future Fees or Penalties.** All Manufacturer Specific Terms that require the Government to pay any future fees, charges or penalties are hereby superseded unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901 et seq.) or Equal Access To Justice Act (5 U.S.C. § 504; 28 U.S.C. § 2412).
  - o) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all applicable Federal, state, local taxes and duties. Contractor shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Contractor or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.
  - p) **Third Party Terms.** When the end user is an instrumentality of the U.S., no license terms bind the GSA Customer unless included verbatim (not by reference) in the EULA, and the EULA is made an attachment to the underlying GSA Schedule Contract. All terms and conditions affecting the GSA Customer must be contained in a writing signed by a duly warranted Contracting Officer. Any third party manufacturer shall be brought into the negotiation, or the components acquired separately under federally-compatible agreements, if any. All Manufacturer Specific Terms that incorporate third party terms by reference are hereby superseded.
  - q) **Dispute Resolution and Standing.** Any disputes relating to the Manufacturer Specific Terms or to this Rider shall be resolved in accordance with the FAR, the underlying GSA Schedule Contract, any applicable GSA Customer Purchase Orders, and the Contract Disputes Act. The Ordering Activity expressly acknowledges that ImmixTechnology as contractor, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
  - r) **Advertisements and Endorsements.** Pursuant to GSAR 552.203-71, use of the name or logo of any U.S. Government entity is prohibited. All Manufacturer Specific Terms that allow the Contractor to use the name or logo of a Government entity are hereby superseded.
  - s) **Public Access to Information.** ImmixTechnology agrees that the attached Manufacturer Specific Terms and this Rider contain no confidential or proprietary information and acknowledges the Rider shall be available to the public.
  - t) **Confidentiality.** Any provisions in the attached Manufacturer Specific Terms that require the Ordering Activity to keep certain information confidential are subject to the Freedom of Information Act (5 U.S.C. § 552), and any order by a United States Federal Court. When the end user is an instrumentality of the U.S. Government, neither this Rider, the Manufacturer's Specific Terms nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Rider, the Manufacturer's Specific Terms or the Schedule Contract to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bonafide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Rider, the Manufacturer's Specific Terms and the Schedule Contract.
  - u) **Alternate Dispute Resolution.** The GSA Customer cannot be forced to mediate or arbitrate. Arbitration requires prior guidance by the head of a Federal agency promulgated via administrative rulemaking according to 5 U.S.C. § 575(c). GSA has not issued any because it considers the Board of Contract Appeals to be an adequate, binding ADR alternative. All Manufacturer Specific Terms that allow the Contractor to choose arbitration, mediation or other forms of alternate dispute resolution are hereby superseded.
  - v) **Ownership of Derivative Works.** Provisions purporting to vest exclusive ownership of all derivative works in the licensor of the standard software on which such works may be based are superseded. Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the GSA Customer shall receive unlimited rights to use such derivative works at no further cost.
2. **Order of Precedence/Conflict.** To the extent there is a conflict between the terms of this Rider and the terms of the underlying Schedule Contract or a conflict between the terms of this Rider and the terms of an applicable GSA Customer Purchase Order, the terms of the GSA Schedule Contract or any specific, negotiated terms on the GSA Customer Purchase Order shall control over the terms of this Rider. Any capitalized terms used herein but not defined, shall have the meaning assigned to them in the underlying Schedule Contract.

#### PTC CUSTOMER AGREEMENT

CUSTOMER (full legal name): \_\_\_\_\_

PTC and the Customer identified above ("Customer") agree that the terms and conditions of this Agreement will govern each order for and the use of Licensed Products and/or Support Services submitted by Customer and accepted by PTC. This Agreement will apply in lieu of any clickwrap or shrinkwrap license agreement.

## **1. Definitions.**

As used herein, the following terms have the following meanings:

**"Designated Country"** - the country of purchase unless otherwise specified in writing on the order documentation at the time of purchase.

**"Designated Server"** - the computer server located in the Designated Country that has one unique instance of the applicable installed Licensed Product application.

**"Documentation"** - the applicable Licensed Product user manuals provided or made available by electronic means by PTC at the time of shipment of the Licensed Product.

**"Error"** - a failure of the Licensed Product to conform substantially to the applicable Documentation, provided that Customer informs PTC of such failure in writing.

**"License"** - the non-exclusive, non-transferable right, without any right to sub-license, to install and use a Licensed Product (in object code form).

**"License Term"** - the time period during which the License for the applicable Licensed Products shall be in effect as specified in the part name of the Licensed Product or in the applicable Quote. In the absence of a stated license term, the License Term shall be perpetual, except that the License Term for evaluation Licenses shall be no longer than thirty days. The License Term of a "subscription" License is as specified in the Quote and/or the invoice.

**"Licensed Products"** - the computer software products identified in the applicable Quote and associated Documentation.

**"Licensing Basis"** - the "Licensing Basis" document, entitled the PTC Software Products Licensing Basis, which is hereby incorporated herein as SCHEDULE A to this Agreement, which specifies the licensing basis of PTC's different products and states certain additional product-specific terms and conditions.

**"New Release"** - a modified or enhanced version of a Licensed Product that is designated by PTC as a new release of that product and that PTC makes generally available to its Support Services customers.

**"Permitted User"** - an individual who is authorized by Customer to use the Licensed Products, such use to be solely in accordance with the terms and conditions of this Agreement. Permitted Users are limited to Customer's employees, consultants, subcontractors, suppliers, business partners and customers who (i) are not competitors of PTC or employed by competitors of PTC and (ii) are directly involved in the utilization of the Licensed Products solely in support of Customer's internal business purposes.

**"PTC"** - PTC Inc., unless Customer is located in Canada, in which case PTC means PTC (Canada) Inc.

**"Quote"** - the product schedule, quote, or other written agreement provided to, or signed by, Customer in connection with the purchase of the applicable Licensed Products and/or Support Services.

**"Reseller"** - a third-party authorized by PTC to resell any Licensed Products and/or Support Services to Customer. For purposes of this Agreement, Reseller is immixTechnology, the contract holder of the underlying GSA Schedule to which this Agreement is made a part.

**"Support Services"** - the provision of New Releases and, depending on the level of Support Services ordered, may also include telephone support, web-based support tools, and correction of Errors.

**"Uplift Fee"** - a fee based upon the difference between the License fee applicable to installation of the applicable Licensed Product in the original Designated Country and the License fee applicable to the installation of such Licensed Product in the Designated Country to which Customer wishes to move that Licensed Product.

**"Warranty Period"** - for perpetual software licenses, the ninety day period commencing on PTC's initial shipment of the Licensed Product to Customer or Customer's designee. For subscription licenses, the Warranty Period is the same as the term of the subscription.

## **2. Orders and Payment.**

2.1. Customer may order Licensed Products and/or Support Services by submitting to PTC or a Reseller a completed Quote and such other order documentation as is required by PTC. PTC may accept or reject an order in its sole discretion. CUSTOMER MAY NOT CANCEL AN ORDER ONCE PTC HAS ACCEPTED IT. Other than the line items that serve to order Licensed Product(s) and/or Support Services, in no event shall any other terms of any Customer purchase order modify this Agreement or become binding on PTC.

2.2. Customer shall be obligated to pay the applicable fees for the Licensed Products and/or Support Services ordered. All fees and other charges due hereunder are due and payable in full within thirty (30) days of the date of the invoice to Customer, or later if specified on the invoice. Unless otherwise exempt under applicable law, Customer shall be responsible for all sales, use, VAT, transfer and other taxes and duties imposed by any federal, state, municipal or other governmental authority relating to the Licenses granted or the Support Services provided hereunder, exclusive, however, of taxes based on the net income of PTC. Customer shall pay interest at the rate set forth in the Prompt Payment Act on all sums due under this Agreement which remain unpaid thirty (30) days after due, such interest to commence on the due date.

## **3. License.**

3.1 **License Grant.** Upon PTC's acceptance of an order for Licensed Products, PTC grants to Customer a License to install and use the Licensed Products identified in the Quote during the applicable License Term, solely for Customer's internal business purposes and solely in accordance with this Agreement and the applicable usage and license-type restrictions identified in the Quote and the Licensing Basis document in SCHEDULE A to this Agreement. Notwithstanding the foregoing, if the Licensed Product is being provided by PTC on an "evaluation" or "trial" basis, such License will be instead to install and use the Licensed Product solely to evaluate such Licensed Products, and Customer agrees not to use the Licensed Product in any commercial applications or for productive purposes. Also, if the Licensed Product is sold on a "demo and test" or "non-production" basis (or similar designation), such Licensed Product may not be used in a production environment.

3.2 **Designated Country/Servers.** Except in the case of Global or Restricted Global Licenses, Customer may only install and operate Licensed Products on the applicable Designated Server situated in the applicable Designated Country. Customer may, from time to time, change the Designated Server and/or the Designated Country in which Customer seeks to install or operate a Licensed Product, provided that in each case (i) Customer shall give prior written notice to PTC of any such change, and (ii) upon moving the Licensed Products to a different Designated Country, Customer shall pay all applicable Uplift Fees.

In addition, for Licensed Products that are licensed on a Concurrent User basis, except for "Global" and "Restricted Global" licenses, such products may be used only by persons physically located in the Designated Country. However, where a person who is normally located in that country is traveling abroad, that person may check out the license for a limited period of time (for most products two

weeks), during which time period such license will not be available on Customer's network. Permitted Users who are not employees of Customer may use PTC products licensed on a Concurrent User basis only while physically located at a Customer site.

3.3 Additional Restrictions on Use. Customer shall not permit any persons who are not Permitted Users to access or use the Licensed Products. Customer shall not and shall not permit any third party(ies) to:

- (i) modify or create any derivative work of any part of the Licensed Products;
- (ii) rent, lease, or loan the Licensed Products;
- (iii) use the Licensed Products, or permit them to be used, for third-party training, to deliver software implementation or consulting services to any third parties, or for commercial time-sharing or service bureau use;
- (iv) disassemble, decompile or reverse engineer the Licensed Products or the file format of the Licensed Products, or otherwise attempt to gain access to the source code or file format of the Licensed Products;
- (v) sell, license, sublicense, loan, assign, or otherwise transfer (whether by sale, exchange, gift, operation of law, or otherwise) to any third party the Licensed Products, any copy thereof, or any License or other rights thereto, in whole or in part, without in each case obtaining PTC's prior written consent, except to the extent that any of the foregoing are explicitly authorized in the Quote and/or the Licensing Basis in SCHEDULE A;
- (vi) alter, remove, or obscure any copyright, trade secret, patent, trademark, logo, proprietary and/or other legal notices on or in any copies of the Licensed Products; and
- (vii) copy or otherwise reproduce the Licensed Products in whole or in part, except (a) as may be required for their installation into computer memory for the purpose of executing the Licensed Products in accordance with this Section 3, and/or (b) to make a reasonable number of copies solely for back-up purposes (provided that any such permitted copies shall be the property of PTC and Customer shall reproduce thereon all PTC copyright, trade secret, patent, trademark, logo, proprietary and/or other legal notices contained in the original copy of the Licensed Product obtained from PTC).

3.4 Third Party Components and Bundled Third Party Products. Certain of the Licensed Products may contain embedded third party software components for which additional terms apply. The current additional terms are set forth in the document entitled the PTC Schedule of Third Party Terms, which is hereby [incorporated herein as SCHEDULE B to this Agreement](#).

3.5 Additional Restriction(s). Additional product-specific provision(s) and terms applicable to third party components included in or with the Licensed Products may apply to particular Licensed Products, as specified at the Licensing Basis in SCHEDULE A.

#### 4. Support.

4.1 Support Services Plan; Levels of Support Services. Upon PTC's acceptance of Customer's order for a subscription license or for Support Services in respect of the Licensed Products, PTC and/or its authorized subcontractors shall provide Support Services in accordance with these terms for a time period of twelve (12) months or for such other period specified in Customer's order accepted by PTC (a "Support Services Plan"). For Support Services that are not provided as part of a subscription license, if Customer at any time discontinues Support Services and subsequently wishes to obtain Support Services, Customer must, in such subsequent order under a separate contract action, include (i) the then current fees for Support Services and (ii) the fees for Support Services for any period for which Customer has not purchased Support Services; provided, however, that Customer will be required in such subsequent order to purchase new licenses if the Support Services lapse period exceeds twelve months. The then current levels of Support Services offered and Support terms are specified in the [document entitled the PTC Support Services Terms and Conditions, which is hereby incorporated herein as SCHEDULE C to this Agreement](#).

4.2 A Support Services Plan may not be cancelled by Customer following PTC's acceptance of an order for such Support Services Plan. If Customer elects Support Services for a particular Licensed Product that is licensed on the basis of Registered Users (as defined in the Licensing Basis in SCHEDULE A, all of Customer's licenses of such Licensed Product must be on Support Services. In addition, partial Support orders or partial renewals are not permitted. For example, if Customer has 50 Creo licenses and 50 Windchill licenses on a Support Services plan, when those licenses are up for renewal, all or none of such licenses must be renewed.

#### 5. Compliance.

5.1 License Usage Assessments. To confirm Customer's compliance with the terms and conditions of this Agreement, Customer agrees that PTC may perform usage assessments with respect to Customer's use of the Licensed Products. Subject to Customer's facility security policies and applicable regulations, including any security clearance required for PTC personnel, Customer agrees to provide PTC access to Customer's facilities and computer systems, and cooperation from Customer's employees and consultants, as reasonably requested by PTC in order to perform such assessments, all during normal business hours, and after reasonable prior notice from PTC.

5.2 Reports. Upon written request from PTC, Customer agrees to provide to PTC an installation and/or usage report with respect to the Licensed Products (and in the case of Registered User Products, as specified in the Licensing Basis in SCHEDULE A, such report shall include a list of all individuals for whom Customer has issued a password or other unique identifier to enable such individual to use the Registered User Product). Each such report shall be certified by an authorized representative of Customer as to its accuracy within ten (10) business days after receipt of PTC's written request. For any period in which Customer's use of the Licensed Products exceeds the number and/or the scope of the Licenses in effect during such period for such Licensed Products, Customer agrees to pay for any such excess usage, including applicable license and Support Services fees, and without limiting any other rights or remedies to which it is entitled, failure to pay shall be grounds for termination in accordance with Section 10.1 hereof.

6. Intellectual Property. PTC and its licensors are the sole owners of the Licensed Products and of any copies of the Licensed Products, and of all copyright, trade secret, patent, trademark and other intellectual or industrial property rights in and to the Licensed Products. All copies of the Licensed Products, in whatever form provided by PTC or made by Customer, shall remain the property of PTC, and such copies shall be deemed to be on loan to Customer during the License Term. Customer acknowledges that the License granted hereunder does not provide Customer with title to or ownership of the Licensed Products or any copies thereof, but only a right of limited use consistent with the express terms and conditions of this Agreement. Customer shall have no rights to the source code for the Licensed Products and Customer agrees that only PTC shall have the right to maintain, enhance, or otherwise modify the Licensed Products, subject to written consent from Customer.

#### 7. Warranty; Disclaimer of Warranties.

7.1 Warranty. PTC warrants to Customer that PTC is authorized to grant the License(s). PTC further warrants that the Licensed Products will be free from Errors during the Warranty Period. PTC shall have no warranty obligations hereunder with respect to any (i) Errors attributable to any modifications or customizations of the Licensed Products, (ii) Licensed Products that are provided by PTC



free of charge to Customer, and/or (iii) Bundled Third Party Products (as defined in the Schedule of Third Party Terms). PTC's issuance of a New Release will not re-start a Warranty Period that has expired.

**7.2 Sole Remedy.** PTC's and its licensors' entire liability and Customer's exclusive remedy for any breach by PTC of the warranty given in the second sentence of Section 7.1 above shall be, at PTC's sole discretion, either to (a) replace the Licensed Product(s) that contains the Error, or (b) use diligent efforts to repair the Error. PTC's obligations set forth in the preceding sentence shall apply only if notice of the Error is received by PTC within the Warranty Period and Customer supplies such additional information regarding the Error as PTC reasonably requests. If PTC does not replace the applicable Licensed Product(s) and/or does not repair the Error (either by providing a bug fix, a workaround or otherwise) within a reasonable time after PTC receives written notice of the Error and associated information from Customer, upon return of such Licensed Product(s) and any copies thereof, PTC will provide a refund of: (i) the perpetual license fees paid by Customer for the Licensed Product(s) that contains the Error, and/or (ii) the prepaid subscription fees for the remainder of the subscription term for the Licensed Product(s) that contains the Error, in each case upon return of such Licensed Product(s) and any copies thereof.

**7.3 No Additional Warranties.** No third party, including any employee, partner, distributor (including any Reseller) or agent of PTC or any of its Resellers or sales agents is authorized to give any representations, warranties or covenants greater or different than those contained in this Agreement with respect to any Licensed Products or Support Services, except as specifically set forth in a written agreement signed on behalf of Customer by an authorized officer and on behalf of PTC by its legal counsel.

**7.4 Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED IN THIS SECTION 7, PTC DISCLAIMS (AND CUSTOMER WAIVES) ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND/OR ANY WARRANTY THAT CUSTOMER WILL ACHIEVE ANY PARTICULAR RETURN ON INVESTMENT. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY RESULTS OBTAINED FROM USING THE LICENSED PRODUCTS, INCLUDING THE ADEQUACY OF INDEPENDENT TESTING OF RELIABILITY, SECURITY AND ACCURACY OF ANY ITEM DESIGNED USING LICENSED PRODUCTS. PTC DOES NOT WARRANT THAT THE OPERATION OR OTHER USE OF THE LICENSED PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE OR WILL NOT CAUSE DAMAGE OR DISRUPTION TO CUSTOMER'S DATA, COMPUTERS OR NETWORKS

## **8. Indemnification; Infringement.**

**8.1 PTC's Obligation to Indemnify Customer.** PTC, at its own expense, will defend any action brought against Customer based on a claim that any Licensed Product infringes a United States, European Union, Japanese or other patent, copyright or trademark and, at its option, will settle any such action or will pay any final judgment awarded against Customer, provided that: (a) PTC shall be notified promptly in writing by Customer of any notice of any such claim; (b) subject to the authority of and in cooperation with the Department of Justice, PTC shall have the control of the defense of any action on such claim and all negotiations for its settlement or compromise and shall bear the costs of the same (unless one or more of the exclusions in Section 8.3 applies); and (c) Customer shall cooperate fully at PTC's expense with PTC in the defense, settlement or compromise of such claim. This Section states PTC's sole and exclusive liability, and Customer's sole remedy, for any and all claims relating to infringement of any intellectual property right.

**8.2 PTC's Right to Act to Prevent a Claim.** If a claim described in Section 8.1 hereof occurs or, in PTC's opinion, may occur, Customer shall permit PTC, at PTC's option and expense to: (a) procure for Customer the right to continue using the Licensed Product; (b) modify the Licensed Product so that it becomes non-infringing without materially impairing its functionality; or (c) terminate the applicable Licenses, accept return of the applicable Licensed Products and grant Customer a credit thereon. For Licenses purchased with a perpetual License Term, such credit shall be equal to the license fees paid by Customer for such Licensed Product depreciated on a straight-line, five year basis. For Licenses purchased on a term license or subscription basis, such credit shall be equal to the prepaid license or subscription fees for the remainder of the License Term.

**8.3 Exclusions from PTC's Obligation to Indemnify Customer.** PTC shall have no liability to Customer under Section 8.1 hereof or otherwise to the extent that any infringement or claim thereof is based upon: (a) use of the Licensed Product in combination with equipment or software not supplied hereunder where the Licensed Product itself would not be infringing; (b) use of other than a current release of the Licensed Product(s) provided to Customer; or (c) modification of the Licensed Product by anyone other than PTC or its employees or agents.

## **9. Limitation of Liability.**

**9.1** The warranty and indemnification provisions of Sections 7 and 8 hereof state the entire liability of PTC, its subsidiaries and affiliates, and each of their respective directors, officers, employees or agents, with respect to the Licensed Products and Support Services, including (without limitation) any liability for breach of warranty, or for infringement or alleged infringement of patent, copyrights, trademarks, trade secrets and other intellectual or proprietary rights by the Licensed Products, or their use.

**9.2** EXCEPT FOR PTC'S INDEMNIFICATION OBLIGATIONS IDENTIFIED IN SECTION 8.1 ABOVE, THE MAXIMUM LIABILITY OF PTC AND ITS AFFILIATES, RESELLERS, DISTRIBUTORS AND LICENSORS ARISING OUT OF, OR RELATING TO, THE CREATION, LICENSE, FUNCTIONING, USE OR SUPPLY OF THE LICENSED PRODUCTS OR THE PROVISION OF SUPPORT SERVICES OR OTHERWISE RELATING TO THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR OTHERWISE, SHALL NOT, (I) FOR LICENSES PURCHASED ON A PERPETUAL BASIS, EXCEED THE FEES PAID BY CUSTOMER FOR THE LICENSED PRODUCTS OR SUPPORT SERVICES THAT GAVE RISE TO THE CLAIM, AND (II) FOR LICENSES PURCHASED ON A TERM OR SUBSCRIPTION BASIS, EXCEED THE FEES PAID BY CUSTOMER FOR THE LICENSED PRODUCTS OR SUPPORT SERVICES THAT GAVE RISE TO THE CLAIM IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO DAMAGES.

**9.3** IN NO EVENT SHALL PTC AND ITS AFFILIATES, RESELLERS, DISTRIBUTORS AND LICENSORS OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR: (A) ANY LOSS OF PROFIT, LOSS OF USE DAMAGES, LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF SALES, LOSS OF REPUTATION OR LOSS OF ANTICIPATED SAVINGS; (B) ANY LOSS OR INACCURACY OF DATA OR BUSINESS INFORMATION OR FAILURE OR INADEQUACY OF ANY SECURITY SYSTEM OR FEATURE; AND (C) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED; IN EACH CASE EVEN IF PTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.4 Customer agrees not to bring any suit or action against PTC, and/or its subsidiaries and affiliates, PTC's licensors and/or any of their respective directors, officers, employees or agents for any reason whatsoever more than six (6) years after the cause of action arises. The limitations and exclusions set forth in this Section 9 shall not apply to any claim in respect of death or personal injury.

#### **10. Term and Termination of Licenses or Support Services.**

10.1 Events Causing Termination. Any disputes relating to this Agreement shall be resolved in accordance with the Contracts Disputes Act (the "CDA") and the underlying GSA Schedule contract. Customer acknowledges that PTC, as licensor of the Licensed Products, and/or Reseller shall have the standing on behalf of PTC to submit a claim under the CDA. If any such claim specifying a breach of this Agreement is made and is not promptly remedied to PTC's reasonable satisfaction, and termination of this Agreement is granted after conclusion of the CDA process, or is otherwise ordered by a U.S. Federal Court, this Agreement and all Licenses and the provision of Support Services on Licensed Products will terminate as specified in such decision or order.

10.2 Effects of Expiration or Termination. Upon expiration of a given License Term and/or any expiration or termination of this Agreement, Customer shall promptly pay all sums owed by Customer, return to PTC the original copies of all Licensed Products for which the License Term has expired or has been terminated, destroy and/or delete all copies and backup copies thereof from Customer's computer libraries, storage facilities and/or hosting facilities.

10.3 Survival. Sections 1, 2.2, and 5 through 11 shall survive expiration or termination of this Agreement.

#### **11. General.**

11.1 Governing Law and Jurisdiction. All disputes arising under, out of, or in any way connected with this Agreement shall be governed by and construed in accordance with United States law (specifically excluding the Uniform Computer Information Transactions Act). The parties hereby expressly disclaim the application of the U.N. Convention for the International Sale of Goods. All disputes arising under, out of, or in any way connected with this Agreement shall be subject to the Contracts Disputes Act. Notwithstanding the foregoing or anything to the contrary, PTC shall have the right to bring a claim in any court of competent jurisdiction to enforce any intellectual property rights and/or protect any confidential information. The parties agree that a final judgment in any such action or proceeding shall be conclusive and binding and may be enforced in any other jurisdiction.

11.2 Notices. Any notice or communication required or permitted under this Agreement shall be in writing. Any notice provided under this section shall be deemed to have been received: (a) if given by mail, five (5) business days after posting; (b) if given by express courier service, the second business day following dispatch; or (c) if given by fax, upon receipt thereof by the recipient's fax machine.

11.3 Assignment, Waiver, Modification. Neither party may assign, transfer, delegate or sublicense any rights or obligations hereunder (including without limitation by operation of law or by sale of Customer assets, whether directly or by merger, and a change in control of Customer shall be deemed to be an "assignment" for purposes of the foregoing) without the other party's prior written consent, and any such attempted delegation, assignment, transfer or sublicense shall be void and a breach of this Agreement. No waiver, consent, modification, amendment or change of the terms of this Agreement shall be binding unless in writing and signed by PTC and Customer. PTC reserves the right to charge a transfer fee for any proposed assignment, transfer or sublicense of this Agreement, as set forth in the GSA PriceList.

##### 11.4 Compliance with Laws.

(i) Each party shall be responsible for its own compliance with applicable laws, regulations and other legal requirements relating to the conduct of its business and this Agreement. Further, Customer represents and warrants that it will use the Licensed Products, as well as related technology and services, in full compliance with applicable laws and regulations.

(ii) Customer hereby warrants and represents that neither Customer nor any of Customer's directors, officers or affiliates are listed on the U.S. Commerce Department's Denied Persons List, Entity List, or Unverified List, the U.S. State Department's Nonproliferation Sanctions List, the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons or the Sectoral Sanctions Identifications (SSI) List (collectively, the "Restricted Party Lists"). Customer acknowledges and agrees that the Licensed Products and related technical data and services are subject to the export control laws and regulations of the United States and any country in which the Licensed Products or related technical data or services are developed, received, downloaded, used, or performed. Further, Customer understands and acknowledges that the release of software or technology to a non-U.S. person within the United States or elsewhere abroad is deemed to be an export to the non-U.S. person's home country or countries, and that the transfer of the Licensed Products or related technology to Customer's employees, affiliates, or any third party, may require a license from the United States Government and possibly other applicable authorities. Customer shall be solely responsible for determining whether Customer's use or transfer of the Licensed Products or related technology or services requires an export license or approval from U.S. or other authorities, and for securing all required authorizations.

11.5 Severability. The unenforceability or invalidity of any provision shall not affect the validity of the remaining provisions, and such provisions determined to be invalid shall be deemed severed from this Agreement and replaced with terms which as closely as possible approximate the intent of such invalid provisions.

11.6 Entire Agreement. This Agreement, the attachments, and the underlying GSA Schedule contract are the complete and exclusive statement of the contract between PTC (and/or its Reseller) and Customer with respect to the subject matter hereof. No waiver, consent, modification, amendment or change of this Agreement shall be binding unless in writing and signed or otherwise expressly acknowledged by PTC and Customer.

11.7 Third Party Beneficiaries. It is agreed by the parties to this Agreement that PTC's third party licensors are intended beneficiaries of this Agreement and have the right to rely upon and directly enforce its terms with respect to the products of such licensors.

11.8 Marketing. PTC agrees that it shall not, except as otherwise authorized in writing by Customer, identify Customer as a customer/end-user of the PTC software and services (as applicable) that are furnished under this Agreement in public relations and marketing materials.

11.9 Government Licensees. If Customer is a United States Governmental entity, Customer agrees that the Licensed Products are "commercial computer software" under the applicable Federal Acquisition Regulations and are provided with the commercial license rights and restrictions described elsewhere herein. If Customer is acquiring the Licensed Product(s) under a United States Government contract, Customer agrees that Customer will include all necessary and applicable restricted rights legends on the Licensed Products to protect PTC's proprietary rights under the FAR or other similar regulations of other Federal agencies. Customer

agrees to always include such legends whenever the Licensed Products are, or are deemed to be, a deliverable under a government contract

## **PTC SOFTWARE PRODUCTS LICENSING BASIS**

### **Scope of this Document**

This document sets out the licensing basis and restrictions for each of PTC's Licensed Products. In most cases, this document is incorporated into the legal documents governing the Customer's use of software licensed from PTC. In the event of inconsistency between this document and either the license agreement for PTC Licensed Products (the "License Agreement") in the underlying GSA Schedule or the order pursuant to which the Customer purchased the licenses (the "Order"), the Order and the License Agreement shall govern. For example, this document may identify that a product is licensed in a particular way, but if the product name on the Order specifies a different licensing basis, the Order shall govern. Likewise, in the event that a licensing basis is described in this document differently than in the License Agreement, the description in the License Agreement shall govern.

### **Table of Contents**

<b>Section/Subsection</b>	<b>Page #</b>
Description of Common Licensing Bases.....	2
License Restrictions Common to Multiple Products.....	3
Geographical Restrictions on Installation and/or Use of PTC Products.....	4
Licensing Basis Tables.....	5
PTC Creo and Other MCAD and Simulation Products.....	5
PTC Mathcad and Arbortext Products.....	6
PTC SLM/Servigistics Products.....	7
PTC Windchill Products.....	10
ThingWorx Core Products.....	14
Other ThingWorx Products.....	19
PTC ALM Products.....	22
Training Products and Instructor-Led Training.....	24
Education/Intern Products.....	25

## DESCRIPTION OF COMMON LICENSING BASES

**“Concurrent User” (CU):** Each Concurrent User product license may be used by one individual person at any given time.

Concurrent User products are generally “floating,” except:

- **Designated Computer (DC):** Where the product name contains the words “fixed,” “locked,” or “node-locked”, and for all “Kepware” and “KepServerEx” products, such products are licensed to operate solely on the designated computer on which they are installed.
- **License Locked (L):** Where the part number contains the suffix “L”, such products may only be used with another PTC product to which the product is an extension and the License Locked Product will assume the licensing basis of such other product.
- **Multiple Instances:** An individual using multiple instances of Concurrent User products at a particular time will in most cases consume that number of licenses. That is, for example, if a user opens two instances of Creo Elements/Direct, that user will be consuming two licenses, not one.

**“Designated Server” (DS):** Each Designated Server product may only be used on the computer server that is designated by the Customer in connection with the initial installation of the product and that has one unique instance of the applicable installed product application. In the event a computer server is partitioned in any manner (physically, logically or otherwise), the reference in the preceding sentence to “computer server” shall mean each partition of such server, and such Designated Server product may only be used on one of such partitions.

There is a variation of the Designated Server model referred to as “Designated Server (per CPU)”. For these products, the license is limited to a server with only one central processing unit (CPU); an additional license is required for each additional CPU.

**“Per Core” (PCO):** For Per Core products, a license is required for each core of a processor within a system with which the applicable product is executed, as reported by the operating system running the applicable product. For example, if a device is executing PTC software that is licensed on a Per Core basis, assuming each device has two multi-core processors, each with two cores that all execute the software, four licenses would be required. Likewise, if the device had three single-core processors that all execute the software, three licenses would be required. If the operating system that runs the applicable product is within a virtual system (such as VMware) with two virtual cores allocated to the operating system running the applicable product, two licenses are required.

**“Per Instance” (PI):** For Per Instance products, one license is required for each instance of a system to which the applicable product connects. For example, if an adapter that is licensed on a Per Instance basis enables Windchill to connect to an ERP system and a CRM system, two licenses of such adapter will be required.

**“Registered User” (RU):** Registered User products may only be used by individual, named registered users on a password basis. The Customer may add and/or substitute from time to time new registered users as long as the aggregate number of registered users does not exceed at any point in time the number of licenses in effect at such time for that particular product and, provided further, that if a person who was previously a registered user returns to registered user status, a new license fee must be paid to PTC at PTC’s then current rates. Note that, whereas Concurrent User products can only be accessed by users located in the “Designated Country” as defined below (unless they are “Global” or “Restricted Global” licenses), this restriction does not apply to Registered User products.

A License is required for each individual who accesses a Registered User product or the data contained therein, whether directly or through a web portal or other mechanism for “batching” or otherwise achieving indirect access to the Licensed Product or such data. Generic or shared log-ins are not permitted.

**“Site License” (S):** Products licensed on a “Site License” basis require a license for each Customer location at which such product will be used.

**“Demo and Test”:** Products licensed on a “demo and test” or “non-production” basis (or similar designation), such Licensed Software may not be used in a production environment.

**Packages (P):** The licensing basis for each component of a PTC product package shall be the same as if such component were being licensed separately, except that the components of each package may only be used with the base seat in the package. For example, the Windchill PDMLink and Windchill ProjectLink Registered User Licenses bundled with the Creo Enterprise XE Package are Licensed on a Registered User basis and must be assigned in combination to a single Creo user.

**Bundles (B):** Each PTC Bundle contains several different PTC Licensed Products and the licensing basis for each such Licensed Product may differ from the other Licensed Products included in that Bundle. See below for the licensing basis of each component of a Bundle.

## LICENSE RESTRICTIONS COMMON TO MULTIPLE PRODUCTS

**Subscriptions:** A “subscription” is a license type that includes a license for a term as specified in the product name, Order and/or the invoice, and such license includes Support Services during such license term at no additional fee.

**Virtualization Technologies:** Although in some cases it may be possible through the use of virtualization technologies to circumvent the license control mechanisms that PTC employs in order to enforce the above licensing schemes, or to circumvent the intent of such licensing schemes, such practices violate the Customer’s License Agreement with PTC. Without limiting the foregoing, Customers may not install or access Designated Computer licenses (also sometimes referred to as “node locked licenses”) on or through virtualization technologies.

**Third Party Terms:** Various PTC products contain or consist of technology from third parties. See the Schedule of Third Party Terms in ATTACHMENT 2 for additional restrictions and terms that apply to such third party technology.



Upgrades: For PTC software licensed as an upgrade from a previous version, the Customer must first be licensed for the software identified by PTC as eligible for the upgrade and Customer must be active on Support Services for such software at the time Customer purchases the relevant upgrade. After installing the upgrade, the software is licensed as an upgrade replaces and/or supplements the product that formed the basis of the Customer's eligibility for the upgrade and the Customer may no longer use the original software that formed the basis for the Customer's upgrade eligibility.

Interoperability Tools/Toolkits. PTC interoperability tools (e.g., Pro/TOOLKIT, or J-Link, Pro/Web.Link and application programming interfaces) are provided solely for purposes of enabling the Customer (itself or with the assistance of a third party) to cause the Licensed Products to interoperate with the Customer's other computer systems and programs. Customer shall not distribute to any third party all or any part of any such interoperability tool or use such interoperability tools to develop an integration for distribution to third parties. The foregoing does not apply to PTC's MKS toolkit.

#### Home Use Licenses/Portable License Enabler Licenses:

If the Customer's license is a "home use" license, such license is only for use within the home of an employee or contractor of the Customer who is a primary user of a separate non-home-use license of the same product. More information about home use entitlements and restrictions is located at <http://www.ptc.com/legal-agreements/support-documents>.

#### PTC Windchill and Service Intelligence:

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, 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 of these licenses 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.

### **GEOGRAPHICAL RESTRICTIONS ON INSTALLATION AND/OR USE OF PTC PRODUCTS**

Restriction on Installation Location. Except for "Global" licenses (as specified in the product name), all of PTC's products are restricted such that they may only be installed in the country of installation specified in writing by Customer to PTC at the time Customer places its order of the Licensed Products (referred to in the License Agreement as the "Designated Country"). Where Customer desires to change the country of installation, Customer is required to notify PTC and, where the list prices for such licenses are higher in the proposed new country of installation, uplift fees are required based on the difference.

Restrictions on User Location (Concurrent User Products). Except for "Global" and "Restricted Global" licenses, PTC products that are licensed on a Concurrent User basis may only be used by persons physically located in the country where the products are installed. However, where a person who is normally located in that country is traveling abroad, that person can "borrow" the license for a limited period of time (for most products two weeks), during which time period such license is not available on Customer's network. Users who are not employees of the Customer may use PTC products licensed on a Concurrent User basis only while physically located at a Customer site. **THE RESTRICTIONS IN THIS PARAGRAPH APPLY ONLY TO CONCURRENT USER PRODUCTS, NOT TO PTC PRODUCTS THAT ARE LICENSED ON A DIFFERENT BASIS THAN CONCURRENT USER.**

#### Global/Restricted Global Licenses.

Global Licenses. A "Global" License allows the Customer to install, operate and use such Licensed Product at any of the Customer's site(s) throughout the world, notwithstanding any restrictions in the License Agreement in relation to limiting use of Licensed Products to the country of installation, but subject to compliance with all applicable export laws and regulations.

Restricted Global Licenses. A "Restricted Global" License allows the Customer to install, operate and use such Licensed Product at any of the Customer's site(s) located in the Designated Country and/or in any Permitted Country, notwithstanding any restrictions in the License

Agreement in relation to limiting use of Licensed Products to the country of installation. "Permitted Countries" means China, India, Russia, the Czech Republic, Poland, Hungary, Malaysia, South Africa, Israel, Mexico, Brazil, Argentina, and Romania.

## LICENSING BASIS TABLES

### PTC Creo and other MCAD and Simulation Products

Licensed Product Name	Licensing Basis	Licensed Product Name	Licensing Basis
Creo Family of Products (except as noted)	Concurrent User	Creo Elements/Direct Family of Products (except as noted)	Registered User (1)
Creo Extensions	Concurrent User or Designated Computer (as designated in the part number)	Creo Elements/Direct Modeling Personal Edition	Registered User (except that, after this Licensed Product is assigned to a Registered User, the License may not be re-assigned to any other user even if the original Registered User ceases to be employed by the Customer)
Creo Application Programming Toolkit	Registered User	CADDs	Concurrent User (Usage License Fees apply, except in Germany, Austria and Switzerland)
Creo View (2)	Registered User or Concurrent User	Rights Management User Licenses	Registered User
Creo View Adapters	Designated Server or Registered User	Creo View Express	See note (3) below
Creo View Toolkits	Per Instance	Creo Illustrate	As specified in the product name for perpetual licenses
SD/Fast	Designated Computer		

(1) PTC Creo Elements/Direct:

- o If the Customer owns or purchases Creo Elements/Direct license(s) and purchases portable license enabler(s), Customer may check out Creo Elements/Direct licenses in Customer's host license server for up to thirty (30) days and such portable (checked out) licenses may be used on Customer-owned computer(s) (laptop etc.) that are disconnected from Customer's host license server. The portable (checked out) software license(s) shall only be used by each individual operator of each Customer-owned computer. Customer may use the portable (checked out) software license(s) in any country throughout the world, excluding restricted countries designated by the United States export authorities. Customer shall notify PTC prior to the use in a country other than the country in which the original Creo Elements/Direct license(s) was delivered or purchased.
- o Creo Elements/Direct may not be installed on servers with more than 4 sockets. In addition, Customer must purchase a minimum of 5 licenses per processor on the server on which Creo Elements/Direct is installed.

(2) PTC Creo View ECAD: Whenever a Unix version of Creo View ECAD software incorporates Mainsoft's MainWin Dedicated Libraries, the following additional terms apply:

- o A 3 to 1 ratio may not be exceeded between the number of users with access to the Creo View ECAD software and the number of licenses purchased; and
- o Mainsoft's proprietary rights and the Libraries are protected to the same degree as the terms and conditions of the Agreement and PTC makes no representations or warranties on behalf of Mainsoft. Microsoft Corporation is a third party beneficiary of this License Agreement.

(3) PTC Creo View Express: PTC makes Creo View Express available for download free of charge on [www.ptc.com](http://www.ptc.com). Notwithstanding anything to the contrary in the License Agreement, Customer may embed Creo View Express in products Customer makes available to its customers and thereby distribute Creo View Express to such customers.

### PTC Mathcad Products

Licensed Product Name	Licensing Basis
Mathcad	Concurrent User or Registered User, based on the name of the product and/or as shown on the PTC Order. Student Edition is always Registered User and notwithstanding anything to the contrary elsewhere in this document, may not be re-assigned to any other user even if the original Registered User ceases to use the product.
Mathcad Gateway	This product is licensed on a Designated Server Basis, and in addition is limited to the specified number of submissions to the server for calculation per subscription year. For example, a license of this product for 5,000 submissions will entitle the Customer to install the product on one server and to have up to 5,000 submissions of calculations to the underlying worksheet(s) on that server per subscription year. Unused submissions expire at the end of each subscription year. Each license of Mathcad Gateway includes three Concurrent User licenses of Mathcad - one for production, one for test, and one for development. The development license may also be used for worksheet authoring purposes. The other two are to be used to run Mathcad Gateway in production and in test, and cannot be used for worksheet authoring purposes.
Mathcad Server	This product is licensed on a Designated Server Basis, and is not limited to a specified number of submissions to the server for calculation per subscription year. Each license of Mathcad Server includes three Concurrent User licenses of Mathcad - one for production, one for test, and one for development. The development license may also be used for worksheet authoring purposes. The other two are to be used to run Mathcad Server in production and in test, and cannot be used for worksheet authoring purposes.

### PTC Arbortext Products

Licensed Product Name	Licensing Basis
Arbortext Family of Products	Concurrent User for perpetual licenses (except as noted below )
Arbortext Publishing Engine	Designated Server (per CPU)
Arbortext Content Manager	Registered User
Arbortext Adapter to Oracle Content Manager	Designated Server (per CPU)
Arbortext Adapter to Oracle CM/SDK	Per Instance
Arbortext IETP Viewer - S1000D	Designated Server (per CPU)
Arbortext LSA Interface	Designated Server

Licensed Product Name	Licensing Basis
Arbortext Provisioning Transaction Manager	Concurrent User
Arbortext Learning Content Manager - S1000D	Designated Server
Arbortext IsoView Distribution Kit	Site License <b>(1)</b>
Arbortext Dynamic Link Manager	Designated Server
Structured Product Labeling	Designated Server
Arbortext Advanced Print Publisher – Enterprise	Designated Computer, Designated Server or per CPU, as specified in the product name
Arbortext CSDB - S1000D	Concurrent User
Web Access/Expert Users	Registered User

(1) PTC Arbortext IsoView Distribution Kit: Notwithstanding anything to the contrary in the License Agreement, a Distribution Kit License of the Arbortext IsoView Licensed Product permits the Customer to: (i) use Arbortext IsoView in a single building or group of buildings that share a common physical address to develop Interactive Electronic Technical Manuals (“IETM”) or a software application that must have significant additional functionality to the functionality of the Licensed Products and/or significant additional and primary content (e.g., an IETM) (“Application”), and (ii) sublicense to Customer's end-users, without the right to further sublicense and subject to the terms of this paragraph, the applicable installation program files and included runtime components, as bundled in an IETM or other significant content or an Application, solely for use in connection with such IETM/significant content or Application. The right to sublicense Customer's end-users shall not apply unless an Application has significant additional functionality and significant additional and primary content. If Customer installs such installation program files on Customer's webpage(s) for presentation of illustrations such installation programs files must be protected by requiring the use of a restricted password. Any such sublicense may only be granted to Customer's end users who agree to abide by all of the terms and conditions of the License Agreement with respect to such use. Customer shall not remove any proprietary notices or labels contained in the Arbortext IsoView Licensed Products and shall include a valid copyright notice with each copy of the IETM and Application. If Customer uses or distributes runtime components or their copies as part of the Arbortext IsoView installation file, Customer shall indemnify and hold PTC and Microsoft Corporation harmless from all and any claims caused by this distribution and use by its end users.

### PTC SLM/Servigistics Products

Licensed Product Name	Licensing Basis
<u>Third Party Products (1)</u>	
Informatica	Each license entitles Customer to use Informatica on up to 8 cores
Intellicus	Designated Server or Concurrent Report Limited <b>(2)</b>
Navteq	Registered User
Google Maps	Unlimited geo-coding and 250,000 annual page views
Field Service Management	All Registered User, except for the base package, which is Site License

Licensed Product Name	Licensing Basis
<u>Service Knowledge and Diagnostics</u>	Package
<ul style="list-style-type: none"> <li>Servigistics Service Knowledge and Diagnostics - includes 5 Advisor Studio and 5 Advisor for Analytics*</li> <li>Servigistics Advisor for Self Service - B2C</li> <li>Servigistics Advisor for Contact Center</li> <li>Servigistics Advisor for Field Service</li> <li>Servigistics Advisor Offline</li> <li>Servigistics Advisor for Analytics - 5 Pack</li> <li>Servigistics Advisor Studio</li> <li>Servigistics Advisor Service Session for Call Center</li> <li>Servigistics Advisor Service Session for Field Service</li> </ul>	Site License
* For Subscription offerings, Servigistics Advisor Studio and Advisor for Analytics are included in the Site License	Registered User
<ul style="list-style-type: none"> <li>Servigistics Remote Service</li> <li>Servigistics Connected Field Service</li> </ul>	CSLM (see note <b>3</b> )

<p>The <u>Service Parts Management</u> family of products are licensed based on the following two models</p> <ol style="list-style-type: none"> <li>1. If the Order specifies "PMI" as the licensing basis for this product, in such case the license is limited by the value of inventory that is being managed by the software. It is sold in blocks of US\$1 million (or such other currency as may be specified in the Quote), with each quantity unit ordered representing US\$1 million of Customer inventory. Additional restrictions (e.g., geographic, divisional, etc.) may be specified in the order documents. Customer will be required from time to time upon request to inform PTC of the value of the inventory being managed by the software.</li> <li>2. If the Order refers to "PLP" as the licensing basis for this product, in such case the Customer may manage up to 50,000 part/location pairs ("PLPs") per license. The calculation of the number of PLPs under management by this software shall be determined by multiplying the number of part numbers in the software times the number of locations in the software. For example, without limiting the foregoing, if Customer uses the software to manage inventory of 10,000 part numbers, and such part numbers are stored in 4 locations, Customer will be managing 40,000 "PLPs".</li> </ol>			
<p><u>Service Parts Pricing</u> is licensed based on the annual Customer revenue from the sale of service parts that are being managed by the software. It is sold in blocks of US\$1 million (or such other currency as may be specified in the Order), with each quantity unit representing US\$1 million of annual Customer revenue. Additional restrictions (e.g., geographic, divisional, etc.) may be specified in the order documents. Customer will be required from time to time upon request to inform PTC of the annual revenue from the inventory being managed by the software.</p>			
<p><u>Service Network Management</u> family of products</p> <p>Perpetual licenses for this family of products are licensed based on the number of locations (Customer or third party) where inventory is stored that is managed using the Licensed Product. The "Foundation" license includes 25 locations. Additional locations can be added by "additional location" licenses.</p> <p>Subscription licenses for this family of products are licensed based on PMI (as described above).</p>			
Warranty & Contract Management	Designated Server (5)	Service Center	Designated Server
Warranty Analytics (4)	Registered User (5)	iService	Concurrent User
Warranty products	Concurrent User (5)	iSupport	Concurrent User
Warranty Web Access	Designated Server (5)	iParts	Concurrent User
Warranty Registration	Designated Server (5)	InService	Per instance of the InService system, except InService Viewers and Public Access, which are Registered User

(1) The Servigistics third party products are subject to restrictions and terms and conditions that PTC is required to flow down to Customer, as set forth on the PTC Schedule of Third Party Terms in ATTACHMENT 2. PTC hereby assigns to Customer all assignable warranties and indemnities granted to PTC by the third party providers of the applicable third party products as set out in such third party terms.

(2) "Concurrent Report Limited" means that the Product is limited in how many reports can be generated at a given time. Thus, for example, if Customer purchases a "5-Pack" of this Product, only five reports can be generated at any given time.

(3) For the Servigistics Remote Service product and the Servigistics Connected Field Service product, there are two versions of this product (i) the Upgrade version for Customers who already own ThingWorx, and (ii) the "Powered by ThingWorx" version for Customers who do not. For both versions, there are two components required: (i) a Base Fee is required on a Designated Server basis, and (ii) a license is required on a Registered User basis for each individual who receives access to Servigistics Remote Service product or the Servigistics Connected Field Service product.

The "Powered by ThingWorx" versions of these products are also subject to the following limitations. This version of these products may only be used for the following purposes:

1. to install the ThingWorx server for the sole purpose of delivering: (a) PTC Servigistics Remote Service components to view information from solutions sold by PTC, or (b) PTC Servigistics Connected Field Service components to view information from solutions sold by ServiceMax. The application components include only the gadgets, widgets, shapes and templates as part of PTC Servigistics Remote Service and/or PTC Servigistics Connected Field Service.
2. to use the ThingWorx Composer and administration capabilities to configure the application components (Widgets, shapes and templates) as part of PTC Servigistics Remote Service and/or PTC Servigistics Connected Field Service.
3. to use the ThingWorx platform integration capability to acquire information from systems not sold by PTC and to include this acquired information in the context of components as part of PTC Servigistics Remote Service and/or PTC Servigistics Connected Field Service.
4. to use the ThingWorx capabilities that are packaged with PTC Servigistics Remote Service and/or PTC Servigistics Connected Field Service.

Customer has no right to use any functionality not included in the list above. For the sake of clarity, without limitation, the Powered by ThingWorx versions of the PTC Servigistics Remote Service license and/or PTC Servigistics Connected Field Service license, as applicable, specifically does not authorize Customer to:



1. create information in solutions sold by PTC other than PTC Servigistics Remote Service and/or PTC Servigistics Connected Field Service.
  2. use the ThingWorx platform integration capability to:
    - a. Export information from one PTC solution to another system (including a file system)
    - b. Create or edit information in a system
    - c. Build integrations with systems that require components other than those part of PTC Servigistics Remote Service and/or PTC Servigistics Connected Field Service.
  3. use the ThingWorx platform to create new components (gadgets, widgets, shapes or templates) in addition to those part of PTC Servigistics Remote Service and/or PTC Servigistics Connected Field Service.
  4. use the ThingWorx platform to create new applications that include components (widgets, shapes and templates) other than those part of PTC Servigistics Remote Service and/or PTC Servigistics Connected Field Service.
  5. directly access ThingWorx or the PTC Solution Extension layers which are used by PTC Servigistics Remote Service and/or PTC Servigistics Connected Field Service to communicate with solutions sold by PTC.
- (4) The Service Intelligence bundle includes 1 Administrator, 2 Advanced Business Authors, and 1 Professional Author. Note that additional Advanced Business Authors can also be purchased under this product name.
- (5) See page 3 of this document for additional terms relating to the Service Intelligence functionality in PTC's Warranty products.

#### PTC Windchill Products (1) (11) (12)

Licensed Product Name	Licensing Basis
Windchill Family of Products (except as noted)	Registered User
Windchill Enterprise Systems Integration (except as noted)	Designated Server
Windchill Enterprise Systems Integration Adapters	Per Instance (4)
Windchill Info*Engine Adapters	Per Instance
PTC Materials Compliance	See below (5)
GDx Connector Subscriptions	See below (5)
UDI Solution	UDI (7)
MPMLink	Registered User (8)
MPMLink View and Print	Active User (9)
Windchill Bulk Migrator	Site License

Licensed Product Name	Licensing Basis
Windchill Quality FRA/CAS, FMEA, FTA and Prediction	Concurrent User
Windchill FlexPLM	Registered User (2)
PTC's Retail IoT ADK (Application Developer Kit)	Registered User (3)
Pro/INTRALINK Family of Products (except as noted)	Concurrent User
Pro/INTRALINK Toolkit Access	Registered User
Windchill PDM Essentials	Registered User (6)
Windchill External Server Access	
Navigate Author Application Development Kit	Registered User (1)
GPD Packages	See below (10)
Windchill Service Information Manager	See below (13)
Windchill Platform Structures	Active Daily User (14)

(1) Integrations. If the Customer creates an interface or otherwise enables access between a Windchill implementation and a non-PTC system for each user with access to Windchill Customer must purchase a license of either Navigate Author Application Development Kit or Windchill External Server Access.

#### (2) Windchill FlexPLM

FlexPLM "Light User" licenses may only be assigned to users who do not have substantial duties within the following organizations or functional areas within the Customer's organization: System Administrators, Technical Designer, Designer, Fabric Development, Color Development, Fit Specialist, Merchandising, Product Quality, and Sourcing ("Light Users"). The Customer may not assign (or reassign) Light User licenses to persons who are not Light Users unless and until Customer pays the applicable upgrade fee(s) for software and Support Services.

FlexPLM "Supplier Licenses" or "External User Capacity" licenses may be assigned only to users who are vendors, third parties and others external to the Customer and its affiliates ("External Users"). External User licenses may be reassigned to another External User at no additional license fee, except that an External User license may not be used by more than one External User during any calendar month.

Registered Users of FlexPLM also receive entitlements to use certain role-based applications (e.g., the FlexPLM TechPack Access App). These applications are limited to use by Registered Users of FlexPLM and may only be used for the following purposes:

1. to execute applications to view and print information from solutions sold by PTC and delivered through the components bundled with the role-based applications.
2. to install the ThingWorx server for the sole purposes of accessing FlexPLM data as applicable to the role-based applications and configuring details required for the role-based applications.

(3) ADK. PTC's Retail IoT ADK (Application Developer Kit) product may be used by Customer only to connect to PTC's FlexPLM product and to other enterprise systems (e.g., Oracle ERP, SAP, CRM systems, etc.). It cannot be used to access data from devices – which can include but is not limited to connected products, wearables, production machinery, and physical assets – and any edge servers or services that devices are connected to. It also cannot be used to connect to manufacturing systems, processes, and/or operations belonging to the Customer's internal production facilities or the Customer's suppliers' production facilities.

(4) ESI Adapter. For use of an ESI Adapter in a non-production environment, up to 75 of the Customer's developers may have desktop access to the ESI Adapter solely for testing, pre-production implementation and support of the ESI Adapter.

(5) PTC Materials Compliance. PTC Materials Compliance solution is licensed as follows:

- The "process adapter" is required where Customer integrates Materials Compliance to another system where Materials Compliance publishes data to such other system. The process adapter is limited to use on one Designated Server per license and also the product

name specifies the limit on the number of users of the system to which Materials Compliance is integrated. A license is not required where the integration only permits data to be published from the other system into Materials Compliance.

- Other than GDX subscriptions (see below), the other licenses of PTC Materials Compliance are licensed on either a Designated Server basis (where the name of the product includes the word "Server") or on a Registered User basis. For the Registered User version of these products, there are two types of licenses as specified in the product name – "author" licenses and "access" licenses:
  - An "author" license permits use of the full functionality of the relevant data in Materials Compliance for the purpose specified by the name of the applicable module. For example, a Materials Compliance Author License permits the user to request, create, modify, approve content/data in Materials Compliance for Materials Compliance purposes. Notwithstanding the foregoing, the Conflict Minerals RCOI Author License does not permit the user to create parts or BOMs or to generate BOM Conflict Minerals Reports. Where the Materials Compliance software is hosted by PTC for the Customer, a "subscription author" license is required, which is the same as an "author" license except that a license is required for each Registered User for each server such Registered User accesses.
  - An "access" license permits the user only to search and view the relevant data in Materials Compliance, and to generate reports, for the purpose specified by the name of the applicable module. For example, a Materials Compliance Access license permits the user to search and view Materials Compliance information in Materials Compliance. Where the Materials Compliance software is hosted by PTC for the Customer, a "subscription access" license is required, which is the same as an "access" license except that a license is required for each Registered User for each server such Registered User accesses.

#### (6) PTC Windchill PDM Essentials

- Microsoft SQL Server Standard Runtime Edition is bundled and is automatically installed and configured in a PTC Windchill PDM Essentials deployment. No other database or database configuration may be used. PTC's license from Microsoft for SQL Server does not permit Customer to use SQL Server independently from Windchill PDM Essentials, and Customer may not do so.
- Physical or virtual deployment of PTC Windchill PDM Essentials may be used only on a **single** Windows Server machine. No other configuration may be used. For example, the default deployment cannot be modified to include multiple front-end webserver machines or separate database servers or database clusters.
- A version of Creo Parametric is installed on the server exclusively to enable publishing of 2-D and 3-D viewables and representation formats such as PDF and IGES. The Creo installation on the server cannot be used interactively (e.g., as an additional design seat).
- The following Windchill functionality is specifically **excluded** and cannot be used with a PTC Windchill PDM Essentials deployment:
  - Replication (i.e., Customer cannot set up replica servers or replica vaults in a PTC Windchill PDM Essentials deployment)
  - Parts (EPM Documents and WT Documents may be used but WT Part objects may not be used)
  - Changes (no change objects can be used—only promotion requests may be used)
  - Advanced Configuration Management (options, variants or part baselines may not be used)
  - Catia, Unigraphics, CADDs workgroup managers (These Workgroup managers are not installed for download on the server may not be used with PTC Windchill PDM Essentials)
  - ECAD workgroup managers (The ECAD workgroup managers are not installed and may not be used with PTC Windchill PDM Essentials)
  - Indexed search (Database attribute-based search is configured out of the box and may be used but SOLR Search is not configured and therefore no indexed search may be used)
  - PDMLink module add-ins (PDMLink modules such as Windchill ProjectLink, Windchill MPMLink, Windchill PartsLink, Windchill Quality) cannot be added to this product. The Customer must first upgrade to PDMLink before the add-on modules can be deployed)
  - ERP integration
  - Cognos Reporting integration
  - ESI integration
  - Packages (for exchanging data among systems)
  - Security labels and agreements
- Customer is not allowed to use Windchill Info\*Engine with Windchill PDM Essentials except in the following cases:
  - Use of the JNDI adapter is allowed to enable directory services integrations such as with Microsoft Active Directory. No other Info\*Engine adaptors may be used.
  - Use of Info\*Engine queries and tasks to export data for read-only use in external systems (such as in ERP or MRP systems) is allowed. The ESI and ERP integrations may not be used and bi-directional integration with any external system other than a directory service may not be created.

#### (7) UDI Solution. For PTC's UDI Solution, two different licenses are required – core system licenses and agency submittal licenses:

- Core system licenses enable management, replication and approval of UDI data.
- Agency submittal licenses enable UDI regulation compliant submission, as well as submission retention and monitoring and auditing capabilities, and also include user training specific to UDI usage.

Each UDI license covers up to the number of Devices indicated in the product name. Thus, for example, without limiting the foregoing, if Customer has 30,000 actively-marketed Devices registered with the U.S. FDA and 10,000 actively-marketed Devices registered with the UK Medicines and Healthcare products Regulatory Agency, then in that case:

- If all 10,000 Devices registered with the UK are a subset of the 30,000 registered in the U.S., Customer would need 3 "10,000 Device" core system licenses and 16 "2,500 Device" agency licenses (12 for the U.S. FDA and 4 for the UK Medicines and Healthcare products Regulatory Agency) (assuming the 10,000 Devices registered).
- If there is no overlap, then Customer would need 4 licenses of the core system and 16 of the agency licenses.

A "Device" means a product make or model that Customer has registered with any regulatory agency and that is being actively marketed by Customer.

#### (8) MPMLink. For MPMLink part #5405-F, the ESI functionality incorporated therein may only be used for integration with GEIP's MES Systems, and for no other purposes.

#### (9) MPMLink View and Print. "Active User" means that a license is required for each Permitted User who accesses the product in a given calendar month solely for purposes of viewing and/or printing data stored in the product; provided, however, that the restriction in the License

Agreement against generic log-ins is not applicable for this license type where a number of individuals are sharing a workstation in a manufacturing environment (e.g., on a shop floor or an assembly line). This View and Print license is limited to the Permitted User viewing and printing information related to the creation and support of the manufacturing plan (e.g., mBOMs, eBOMs, manufacturing plans, operations, resources, 2D or 3D representations, tooling requirements and quality documentation).

(10) PTC GPD Packages

PTC GPD Package I - Limitations of Use

- The following Windchill functionality is specifically *excluded* and cannot be used with a PTC GPD Package I deployment:
  - Parts (EPM Documents and WT Documents can be created but WT Part objects cannot be created or managed)
  - Changes (no change objects can be used—only promotion requests can be used)
  - Advanced Configuration Management (options, variants, or part baselines)
  - Packages (for exchanging data among systems)
  - Security labels and agreements
- The following workgroup managers *are* included with PTC GPD Package I and any of these workgroup managers can be used by any, heavy Registered User at any time. Other workgroup managers are not included in the PTC GPD Package I and may be purchased separately.
  - AutoCAD
  - Inventor
  - NX
  - SolidWorks
- PTC Windchill Info\*Engine Adapters cannot be used with the PTC GPD Package I with the following exceptions (PTC Windchill Info\*Engine server and access licenses can be separately purchased to enable full use of PTC Windchill Info\*Engine capabilities):
  - Use of the JNDI adapter is allowed to enable directory services integrations such as with Microsoft Active Directory. No other Info\*Engine adapters may be used.
  - Use of Info\*Engine queries and tasks to export data for read-only use in external systems (such as in ERP or MRP systems) is allowed. The ESI and ERP integrations may not be used and bi-directional integration with any external system other than a directory service may not be created.

PTC GPD Package II – Limitations of Use

The PTC GPD Package II allows a Registered User to use the PTC Windchill ProjectLink collaboration capabilities only. The following project planning, scheduling and resource management features are *excluded* from this package:

- All actions associated with creating and managing a project plan (no creation or management of project activities, assignments, timelines, milestones or deliverables is permitted)
- All actions associated with managing project resources
- Advanced Configuration Management features for Options & Variants (these capabilities require a Platform Structures license).

(11) Heavy/Light/External User/View & Print (not applicable to Windchill Flex PLM or MPMLink View and Print)

Windchill "Light User" licenses may only be assigned to Registered Users who primarily work within the following organizations or functional areas within the Customer's organization ("Light Users"): manufacturing; production; purchasing; finance; quality; sales; service and support; and marketing. However, any Registered User who has substantial duties within the following areas shall not be considered a Light User: product engineering; application engineering; product management; Windchill system administration; program office; technical publications and procurement engineering. Light User licenses may not be assigned (or reassigned) to persons who are not Light Users unless and until the Customer pays the applicable upgrade fee(s) for software and Support Services.

Windchill "External User" licenses may be assigned only to Registered Users who are vendors, third parties and others external to the Customer and its affiliates ("External Users"). External User licenses may be reassigned to another External User at no additional license fee, except that an External User license may not be used by more than one External User during any calendar month.

Windchill "View/Print License" means that the License is limited to the following basic Windchill capabilities: (a) ability to perform full-text searches using the Windchill search engine to locate Windchill managed objects via matches against keywords found in metadata and content data, (b) the ability to perform database searches to locate Windchill managed objects via matches against metadata, (c) the ability to traverse cabinet/folder information classification structures to find Windchill-managed objects, (d) for any managed object found via any of the foregoing methods, the ability to view a "Properties" page that outlines metadata properties of the Windchill-managed object and provides the ability to download file content should any content exist as part of the object, (e) the ability to print objects, and (f) the ability to open viewables in Creo View and to view and measure the viewables in 3D but not to mark up the viewables. Without limitation, the following functionality is specifically excluded from View/Print Licenses: (1) the ability to participate in workflows and lifecycle action items, (2) the ability to upload content files or to modify metadata in any fashion, and (3) the ability to create or modify data.

(12) See page 3, PTC Windchill and Service Intelligence, for additional terms relating to the Business Reporting functionality in PTC's Windchill products.

(13) Windchill Service Information Manager

Windchill Service Information Manager "Standard" means that the user is restricted to the following capabilities: Publication Structures, Translation Capabilities, version control, XML, illustrations, and graphics management, along with actions required to create, manage, update and delete information. Without limitation, the following functionality is specifically excluded from Standard Licenses: Information Structures, Change Management, graphical navigation authoring, Options and Variants, Effectivity / Service Effectivity.

Windchill Service Information Manager "Reviewer" means that the user is restricted to the following capabilities: read-only access to content with the ability to review information (in supported viewers), add comments/annotations, and complete assigned review and approval tasks.

The PTC Windchill Service Information Manager - S1000D Module license grants user to a subset of Platform Structures capabilities. Namely, the S1000D license enables users to Create Options and list-based Choices, assign these Options and list-based Choices to S1000D data modules using the "Manage applicability" actions. This S1000D license shall also permit users to filter the S1000D information structure using Saved Filter and Variant Specification tools. System administrators may also programmatically import variant specifications to filter and manage these information structures. Other Platform Structure license capabilities such as defining and managing rules, or importing eBOMs shall require a full Platform Structures license.

(14) **Windchill Platform Structures.** “Active Daily User” means that the product is licensed on the basis of the number of unique users who access Platform Structures content at any time during a 24 hour calendar day. For example, if a user accesses Platform Structures content 3 times on a Monday and 2 times on the following Friday, then the user is counted as a single active user on both Monday and Friday only. The 24 hour period is defined using the time zone set for the connected Windchill server. Platform Structures content is defined as any content that includes configurable parts.

### ThingWorx Core Products

PTC has three licensing models for ThingWorx core products: (i) the ThingWorx Smart Connected Products model, (ii) the ThingWorx Smart Connected Operations model, and (iii) the ThingWorx Legacy Model. Each of these licensing models is described below.

#### ThingWorx Smart Connected Products (“ThingWorx SCP”)

The ThingWorx SCP model allows Customers to license the PTC IoT Platform for connecting Customer’s products, and for building and running IoT applications generally, using the Property Writes consumption-based model.

The licensing basis for each Licensed Product in the ThingWorx SCP model is detailed in the table below:

Licensed Product Name	Licensing Basis
ThingWorx SCP Platform Edition (1) (7)	SCP
Named Users (2)	IoT
Property Writes (3)	PW
DSE Storage (4)	Per Core (can only be purchased with the Enterprise Edition)
ThingWorx Analytics (5)	Per Core
ThingWorx Utilities (6)	UTL

(1) There are different ThingWorx SCP Platform “Editions”: Standard Edition, Professional Edition, and Enterprise Edition. Each ThingWorx SCP Platform Edition includes one Instance for production usage and an unlimited number of Instances for non-production use only. Each ThingWorx SCP Platform Edition includes a designated number of Named Users, Property Writes, and ThingWorx SCP Platform Edition-specific features as set forth in the table at Note 7, below. The ThingWorx SCP Platform can be installed on the Customer’s physical premises or at the Customer’s designated hosting provider. An “Instance” means a dedicated deployment of application servers and the corresponding shared database. Each ThingWorx SCP Platform Edition includes the “ThingWorx agents” or “Edge Microservers” and a ThingWorx SDK used by the Customer to add connectivity into the Customer’s run-time applications. The “ThingWorx agents,” “Edge Microservers,” and Customer’s applications created with a ThingWorx SDK are unlimited and distributable with connected products, but only for use with ThingWorx products.

(2) “Named User” means anyone that accesses an Internet of Things Licensed Product or an application built using such Licensed Product directly or via an intermediate application and who is logged into the Software more than 5 hours per month for more than 2 months in a rolling 12-month period. This licensing basis is a variant of the Registered User licensing basis, however, in this case, a User may have a log-in, or might be someone (e.g., a factory-floor employee) who accesses data through another system or through a shared log-in or screen. Users are counted on an individual basis, not on a concurrent basis.

(3) “Property Writes” means a discrete value or location written to the ThingWorx SCP Platform. For example, a transmission of a temperature reading transmitted twice would be two Property Writes. A Property Write is consumed when a discrete value or location is written to the ThingWorx SCP Platform, and cannot be reused during the subscription year in which the Property Write is consumed. Unused Property Writes will expire at the end of each subscription year and will not rollover to the next subscription year.

(4) “DSE Storage” (DataStax Enterprise) is an optional technology component that may be licensed for use in conjunction with the ThingWorx SCP Platform Enterprise Edition, only. DSE Storage may be added to an Enterprise Edition on a Per Core basis. Customer may use their own DSE licenses with the ThingWorx SCP Platform Enterprise Edition, however these “bring your own” DSE licenses are not entitled to PTC technical support.

(5) “ThingWorx Analytics” enables machine learning capabilities and other analytic services for the Internet of Things. ThingWorx Analytics may be licensed for use in conjunction with the ThingWorx SCP Platform Professional and Enterprise Editions, only. ThingWorx Analytics is licensed on a Per Core basis. Analytics Server may be run in single-server or distributed mode. In distributed mode, only CPU cores running ThingWorx analytics code (e.g., API interface, analytics workers) require a Per Core license.

Each Named User that accesses the ThingWorx Analytics UI functions must be licensed as a Named User on the SCP platform. Any installed component that delivers analytic computational functionality as indicated in the table above requires a ThingWorx Analytics Per Core license for each physical or virtual CPU core as reported by the operating system on which such component is installed. If the Customer exceeds the compute capacity of the included ThingWorx Analytics cores, the Customer can purchase additional core licenses for additional compute capacity on any of instance running components that deliver computational functionality.

(6) “ThingWorx Utilities” (UTL) is used in combination with ThingWorx Foundation, and provides device management capabilities to define, monitor, manage, and optimize the performance of connected products.

(7) Each Smart Connected Products Platform Edition comes with the entitlements specified in the table below:

	Standard Edition	Professional Edition	Enterprise Edition
Property Writes	150,000	150,000	300,000
Named Users	5	5	5
ThingWorx Analytics cores	-	8	16
ThingWorx Utilities	-	-	Included
Starter/Standard Success Plan	Included with each Edition; access is limited to number of licensed Named Users		
eLearning (Registered User)	5 Seats	5 Seats	5 Seats
ThingWorx Foundation	Included	Included	Included

\*\*\*\*\*

#### ThingWorx Smart Connected Operations (“ThingWorx SCO”)

The ThingWorx SCO model allows Customers to license the PTC IoT Platform for connecting and monitoring Customer’s internal manufacturing systems, processes, and/or operations related to the production of Customer products, using a Named User-based model.

The licensing basis for each Licensed Product in the ThingWorx SCO model is detailed in the table below:

Licensed Product Name	Licensing Basis
ThingWorx SCO Platform Edition (1) (2)	SCO
Named Users (4)	IoT
Assets (5)	Asset



ThingWorx Manufacturing Apps	See Note 3 below
DSE Storage (6)	Per Core (can only be purchased with the Enterprise Edition)
ThingWorx Analytics (7)	Per Core
ThingWorx Utilities (8)	UTL

(1) There are different ThingWorx SCO Platform “Editions”: Free Edition, Standard Edition, Premium Edition and Enterprise Edition. Each Edition includes one Instance for production usage (but unlimited for the Free Edition) and an unlimited number of Instances for non-production use only (except where PTC is hosting the Licensed Products for Customer, in which case the entitlement is one non-production Instance). Each Edition includes a designated number of Named Users, Assets, and Edition-specific features as set forth in the table in Note 2, below. An “Instance” means a dedicated deployment of application servers and the corresponding shared database. Each Edition includes the “ThingWorx agents” or “Edge Microservers” and a ThingWorx SDK used by the Customer to add connectivity into the Customer’s run-time applications. The “ThingWorx agents,” “Edge Microservers,” and Customer’s applications created with a ThingWorx SDK are unlimited and may be used only with ThingWorx Assets.

(2) Each ThingWorx SCO Platform Edition comes with the entitlements specified in the table below:

	Free Edition	Standard Edition	Premium Edition	Enterprise Edition
<b>Assets (maximum)</b>	Unlimited	500	500	2,500
<b>Named Users (included, more may be purchased separately)</b>	Unlimited	5	10	15
<b>ThingWorx Analytics</b>	May not use Analytics with this version	Anomaly detection functionality only	Anomaly detection functionality included (remainder of functionality purchased separately)	8 cores included
<b>ThingWorx Manufacturing Apps</b>	See Note 3 below			
<b>Starter/Standard Success Plan</b>	Not included	Included with each Edition; access is limited to number of licensed Named Users		
<b>eLearning (Registered Users)</b>	Not included	1 license included with each Named User		
<b>ThingWorx Foundation</b>	Not included	Included but limited per Note 3 below	Included	Included

(3) For each of the ThingWorx Manufacturing Apps (currently Controls Advisor, Production Advisor and Asset Advisor, collectively the “Manufacturing Apps”), each Edition includes the functionality entitlements and obligations specified below:

Tier	Licensing Model	Functionality Restrictions	Data Sharing Obligation	Data Retention
Free Edition	Free offering that can be used in production, with no limits on the number of Instances or users.	Customer is prohibited from: (i) editing the out-of-the-box mashups or creating new mashups, (ii) integrating the Manufacturing Apps with other systems, or (iii) exporting any data from the Manufacturing Apps.	Customer is required for each instance to periodically send usage data with PTC at such intervals as PTC requires.	All time series data in the Free Edition is purged after seven days.
Standard Edition	<ul style="list-style-type: none"> <li>Base Fee per application on a per Instance basis. However, the Base Fee for Controls Advisor is waived if Customer purchases one or more other Manufacturing Apps.</li> <li>Per user fee on Named User basis (5 included with the Base Fee paid for each Manufacturing Apps)</li> </ul>	Customer may edit the mashups provided with the out-of-the-box Manufacturing Apps, but is prohibited from creating new mashups (either directly or by excessive editing the existing mashups. Customer may integrate the Standard version with other systems but only for read-only purposes. Customer is prohibited from exporting any data from the Manufacturing Apps.	Not applicable (except as required by the applicable license agreement)	No automatic purging
Premium/Enterprise Editions	Manufacturing Apps are included subject to the Named User and Asset limitations of the edition	Above restrictions do not apply to these editions.	Not applicable (except as required by the applicable license agreement)	No automatic purging

(4) “Named User” means anyone that accesses an Internet of Things Licensed Product or an application built using such Licensed Product directly or via an intermediate application. This licensing basis is a variant of the Registered User licensing basis, however, in this case, a User may have a log-in, or might be someone (e.g., a factory-floor employee) who accesses data through another system or through a shared log-in or screen. Users are counted on an individual basis, not on a concurrent basis.

(5) “Asset” (also sometimes referred to in the product itself or elsewhere as a “Device” or a “Thing”) means a sensor, device, machine, system, web service, etc. that is modeled (represented) and/or registered as an asset (or “device” or “thing” within the Licensed Product) or any separately defined part of the foregoing if it is being treated as a separate asset within the software. For example, without limitation, an Asset could be a brake press, industrial dryer, another computer system, or a set of individual components within those machines if modeled or registered as a separate asset in the software), etc. The quantity of Assets included with each Edition, as specified above in Note 2, is also the maximum number of Assets that a Customer may connect to each ThingWorx SCO Platform Edition, and Customer must purchase an additional ThingWorx SCO Platform Edition if Customer exceeds the Asset limitation.

(6) “DSE Storage” (DataStax Enterprise) is an optional technology component that may be licensed for use in conjunction with the Enterprise Edition, only. DSE Storage may be added to Enterprise Edition on a Per Core basis. Customer may use their own DSE licenses with the Enterprise Edition, however these “bring your own” DSE licenses are not entitled to PTC technical support.

(7) “ThingWorx Analytics” enables machine learning capabilities and other analytic services for the Internet of Things. ThingWorx Analytics may be licensed for use as specified in Note 2 above. ThingWorx Analytics is licensed on a Per Core basis. Analytics Server may be run in single-server or distributed mode. In distributed mode, only CPU cores running ThingWorx analytics code (e.g., API interface, analytics workers) require a Per Core license.

Each Named User that accesses the ThingWorx Analytics UI functions must be licensed as a Named User on the SCO platform. Any installed component that delivers analytic computational functionality as indicated in the table above requires a ThingWorx Analytics Per Core license for each physical or virtual CPU core as reported by the operating system on which such component is installed. If the Customer exceeds the compute capacity of the included ThingWorx Analytics cores, the Customer can purchase additional core licenses for additional compute capacity on any of instance running components that deliver computational functionality.

(8) “ThingWorx Utilities” (UTL) is used in combination with ThingWorx Foundation, and provides device management capabilities to define, monitor, manage, and optimize the performance of connected equipment. ThingWorx Utilities may be licensed for use in conjunction with the Enterprise Edition, only.

\*\*\*\*\*

#### Legacy Model

PTC’s legacy licensing model is set forth below. This model is only available for Customers who are expanding existing subscription licenses of the applicable Licensed Product(s), and it not available for Customers who do not already have existing licenses of the applicable Licensed Product(s).

PTC’s legacy model involves three (and sometimes four) components: (i) a “Base Fee” for use of the platform generally, (ii) “User” licenses, (iii) “Asset” licenses, and (iv) in the case of ThingWorx products, also “Developer” licenses. The licensing basis for each of these license types is in the table below.

In addition, there are other add-on functionalities that can be purchased, as specified in the table below.

Licensed Product Name	Licensing Basis	Licensed Product Name	Licensing Basis
Base Fee (1)(7)	Per Core for ThingWorx Enterprise (2)  Designated Server for ThingWorx non-Enterprise (2)  “AXB” for Axeda (3)	ThingWorx Additional Server	Designated Server
“User” licenses (4)	IoT (see below)	“Developer” licenses	Registered User
ThingWorx Utilities	Designated Server	“Asset” licenses (6)(7)	IoT (see below)
Axeda Connected Reporting (5)	Each license entitles Customers to 2 Advanced Business Authors and 1 Professional Author	Axeda Additional Sandbox Environment (8)	SBX
Axeda Wireless Console	Unlimited but only for use with Axeda products	ThingWorx Analytics	Designated Server but limited to four cores
ML Server	Designated Server but limited to four cores. The ThingWorx Foundation technology that is included in this product, and all ThingWorx Analytics functionality running on the ThingWorx Foundation Server, may only be used to operate the ML Server product and for no other purpose.		

(1) There are different base fees depending on the Base Fee’s Asset and User capacity limits (as designated in the name of the “Base Fee” item description). For Base Fees designated in the product name as “limited”, such Base Fee must be upgraded to a non-limited Base Fee if Customer exceeds the maximum number of Users and/or Assets as set forth in the product name. For example, if a Customer purchases a limited Base Fee with a maximum User amount of 50 Users and a maximum Asset amount of 250 Assets, and the Customer purchases 10 Users and 50 Assets, but the Customer’s future use increases such that the Customer has more than 50 Users or more than 250 Assets, then at such time Customer must upgrade to a non-limited Base Fee. User and Asset quantities specified in a product name are capacity limitations only, and such Users and Assets are not included with any Base Fee unless such Users and/or Assets are designated as “included” in the product name.

(2) The Base Fee for ThingWorx is sold in two ways.

The “Enterprise” Base Fee is sold on a “per Core” basis. This version of the product includes:

- Two ThingWorx instances (one production, one test/development)
- DSE connectors for the 2 ThingWorx instances
- 20 cores of DSE to run Cassandra and Solr nodes in production
- DSE Ops Console (no DSE cores required)
- DSE development cores supporting Cassandra and Solr for the development instance
- 2 cores of ThingWorx Analytics for evaluation purposes only (and not to be used in production)

The non-Enterprise Base Fee is licensed on a Designated Server Basis. The non-Enterprise ThingWorx Base Fee includes one test/development license, one production license and two cores of ThingWorx Analytics for evaluation purposes only (and not to be used in production). The ThingWorx Base Fee also includes the “agents” or “Edge Microservers”, which are unlimited and distributable with Assets but only for use with the ThingWorx and/or Axeda products. The ThingWorx Base Fee also includes ThingWatcher, which is distributable with Assets but only for use with the ThingWorx products.

(3) “AXB” means that the Customer is entitled to one test/development environment (also referred to as “Sandbox”) with up to 100 Assets and 10 Users, and one production environment. AXB includes Axeda agents, Axeda Policy Server, Axeda Deployment Utility and executable (run-time) components in Customer agents developed with Axeda or ThingWorx agent development tools, all of which are unlimited and distributable with Assets but only for use with ThingWorx and/or Axeda products. AXB also includes Axeda codecs (device specific translators), and also includes the right for Customer to copy and install development tools supplied with the Axeda product on any server within the Customer’s control.

(4) “User” licenses (designated by “IoT”) are licensed based on the number of Users. “User” means anyone that accesses a ThingWorx or Axeda product or an application built using such product directly or via an intermediate application. This licensing basis is a variant of the Registered User licensing basis, however, in this case, a User may have a log-in, or might be someone (e.g., a factory-floor employee) who accesses data through another system or

through a shared log-in or screen. Users are counted on an individual basis, not on a concurrent basis. A “Frequent User” license is required for any User who is logged into the software more than 20 hours per month for more than 2 months in a rolling 12 month period.

(5) An Advanced Business Author is authorized to use the Query Studio and Workspace Advanced features of Axeda Connected Reporting. A Professional Author is authorized to use those same features and also the Report Studio feature.

(6) “Asset” licenses (designated by “IoT”) are licensed based on the maximum number of authorized Assets, as defined below.

(7) The Base Fee and Asset licenses for Axeda include the Axeda Remote Service applications.

- “Asset” (also sometimes referred to in the product itself or elsewhere as a “Device” or a “Thing”) means a sensor, device, machine, system web service, etc. that is modeled (represented) and/or registered as an asset (or “device” or “thing” within the software) or any separately defined part of the foregoing if it is being treated as a separate asset within the software. For example, without limitation, an Asset could be a car, a toothbrush, another computer system, a weather service, a helicopter (and/or a helicopter engine, if that engine is modeled or registered as a separate asset in the software), etc.
- Asset licenses are categorized in different “Asset Classes,” each based on the number of Data Items associated with such Assets. A “Data Item” means a discrete value or location transmitted by an Asset. For example, a transmission of a value of 98 degrees Fahrenheit, transmitted twice, would be two Data Items. Data Items are calculated based on the monthly total, measured based on the entire set of Customer’s Assets (i.e., not on a per Asset basis). For example, if Customer has licenses for 100 Class 1 Assets, the Data Item limitation will be 12,500 total Data Items per month. Customer will be required to upgrade to the applicable higher Asset Class if Customer exceeds the monthly Data Item limitation two times in any rolling twelve month period.

	Asset Class 1	2	3	4	5	6
Data Item Limitation (Per Asset/ Month)	125	1,100	9,000	90,000	180,000	720,000

(8) “SBX” means an additional Axeda test/development environment.

### Other ThingWorx Products

#### ThingWorx Analytics

“ThingWorx Analytics” enables machine learning capabilities and other analytic services for the Internet of Things. ThingWorx Analytics is licensed on a Per Core basis. Analytics Server may be run in single-server or distributed mode. In distributed mode, only CPU cores running ThingWorx analytics code (e.g., API interface, analytics workers) require a Per Core license.

Each Named User that accesses the ThingWorx Analytics UI functions must be licensed as a Named User on the SCO platform. Any installed component that delivers analytic computational functionality as indicated in the table above requires a ThingWorx Analytics Per Core license for each physical or virtual CPU core as reported by the operating system on which such component is installed. If the Customer exceeds the compute capacity of the included ThingWorx Analytics cores, the Customer can purchase additional core licenses for additional compute capacity on any of instance running components that deliver computational functionality.

#### ThingWorx Industrial Connectivity/Keeware

ThingWorx Industrial Connectivity and KEPServerEX are sold on a Designated Computer basis and also Customer must be licensed for the drivers and other functionalities/features being used.

#### ThingWorx Studio

ThingWorx Studio consists of the ThingWorx Studio Experience Creator, the ThingWorx Experience Service, Tokens and the ThingWorx View App. ThingWorx Studio can be purchased a-la-carte or on a bundled “starter package” basis. ThingWorx Studio licenses allow Customer to access and use the ThingWorx platform for user administration purposes only; any additional use cases require purchase of a ThingWorx IoT platform edition.

#### A-la-carte

ThingWorx Experience Service is licensed on a Designated Server basis.

A “Token” is a presentation of a mix of textual, numeric and 3D data that is presented to a user by the ThingWorx View application. The Token may include augmented reality interaction and/or “live” data from Things via ThingWorx. A Token has a definite “entry point” which is invoked via a user action to select the Token. This may be by selecting a “bookmarked” experience or following a scan of a ThingMark. There is no definite “exit point” other than exiting ThingWorx View or requesting another Token. Invoking the same Token within 15 minutes will count as a single Token. Examples of Tokens include, without limitation:

- A service experience to instruct a service technician how to perform a service procedure
- A marketing experience to present capabilities of a product to consumers
- A monitoring experience to display live data streaming from a machine

The ThingWorx Studio experience creator and the ThingWorx View App are included with each subscription.

Where the Customer engages PTC to hosting ThingWorx Studio for the Customer, PTC’s hosting will be governed by the Cloud/SaaS Service Terms and Conditions set forth at <http://www.ptc.com/legal-agreements>.

#### Starter Packages

The ThingWorx Studio Starter Package is licensed the same way as the a-la-carte version, except that in the first year of the term (not including any renewals), Customer will not be charged for Token overage unless and to the extent that Customer uses more than 100,000

Tokens in a contract year (in which case Customer will be required to pay for the additional Tokens used at the overage rate specified in the Order).

### **ThingWorx Navigate**

The licensing basis for ThingWorx Navigate is Registered User for the "Author" license. For the "View" and "Contribute" and View Application Development Kit and Author application development kit licenses, the licensing basis is either Registered User or Active Daily User, as specified in the Order. "Active Daily User" means that the product is licensed on the basis of the number of unique users who access a ThingWorx Navigate application at any time during a 24 hour calendar day. For example, if a user accesses a ThingWorx Navigate application 3 times on a Monday and 2 times on the following Friday, then the user is counted as an active user for Monday and Friday only. The 24 hour period is defined using the time zone set for the connected ThingWorx server.

Customers using ThingWorx Navigate licenses with Windchill products must associate all user and groups entitled to use the Navigate licenses with the Windchill License provide associated with the license. For example, all users for whom a ThingWorx Navigate Author license is purchased must be a member of a group associated with a Windchill Author License Profile.

The ThingWorx Navigate – View license grants the Customer the right:

1. to execute applications to view and print information from solutions sold by PTC and delivered through the components bundled with the ThingWorx Navigate apps.
2. to install the ThingWorx server for the sole purpose of delivering ThingWorx Navigate components to view information from solutions sold by PTC. The application components include only the gadgets, widgets, shapes and templates bundled with the ThingWorx Navigate apps.
3. to use the ThingWorx Composer and administration capabilities to configure the application components (Widgets, shapes and templates) bundled with the ThingWorx Navigate apps.
4. to directly log into the PLM enterprise application with view privileges without the need to purchase an additional PLM View and Print license.

Customer may not use any functionality not included in the list above. For the sake of clarity, without limitation, the ThingWorx Navigate – View license specifically does not authorize Customer:

1. to create information in solutions sold by PTC.
2. to use the ThingWorx platform integration capability to:
  - a. export information from one PTC solution to another system (including a file system)
  - b. acquire information from non-PTC solutions (a separate ThingWorx Navigate View or Author Application Development Kit license is required for this purpose)
  - c. create or edit information in a system
  - d. build integrations with systems that require components other than those bundled with the ThingWorx Navigate apps.
3. to use the ThingWorx platform to create new components (gadgets, widgets, shapes or templates) in addition to those bundled with the ThingWorx Navigate apps.
4. to use the ThingWorx platform to create new applications that include components (widgets, shapes and templates) other than those bundled with the ThingWorx Navigate apps.
5. to directly access ThingWorx or the PTC Solution Extension layers which are used by the ThingWorx Navigate apps to communicate with solutions sold by PTC.
6. to use the ThingWorx platform to create applications that directly or indirectly acquire information from and/or control physical Assets (for example, physical devices, equipment, and products). A separate ThingWorx Platform license is required to develop applications for physical asset connectivity.

### ThingWorx Navigate – Contribute

This license supports all the capabilities included under a ThingWorx Navigate View license as well as those exposed in the Windchill Contribute License profile.

In addition to the collaboration capabilities exposed in the Windchill Contribute License Profile, this license also enables a user to use the Navigate Manage Traces apps. Each user of the Navigate Manage Traces App must have both a PLM license to create or edit content in Windchill (such as a Navigate Contribute license) and an ALM solution license (such as an Integrity Lifecycle Manager license).

### ThingWorx Navigate – Author

This license supports all the capabilities included under a ThingWorx Navigate View license as well as those exposed in the Windchill Author License profile.

### ThingWorx Navigate – View Application Development Kit (ADK)

This license can only be added to a user with a ThingWorx Navigate View, Contribute or Author license or a Windchill or Integrity base license. This license entitles a user to use the ThingWorx Composer and ThingWorx Mashup Builder to create custom apps and to connect to and acquire information from PTC and 3<sup>rd</sup> Party systems. Each user of a custom viewing app must have view privileges to the content from PTC solutions and 3<sup>rd</sup> Party solutions that is exposed in the custom viewing app. Each user who uses a custom Navigate viewing app must have this license in addition to a base ThingWorx Navigate View, Contribute or Author license (or Windchill or Integrity base license).

### ThingWorx Navigate – Author Application Development Kit (ADK)

This license can only be added to a user with a ThingWorx Navigate View, Contribute or Author license or a Windchill or Integrity base license. This license entitles a user to use the ThingWorx Composer and ThingWorx Mashup Builder to create custom apps and connect to PTC and 3<sup>rd</sup> Party systems to both view as well as to create and update information in the connected systems. Each user of the custom app must have the requisite view, create and update privileges to the content of connected PTC solutions and 3<sup>rd</sup> Party solutions that is exposed in the custom authoring app. Each user who uses a custom Navigate authoring app must have this license in addition to a base ThingWorx Navigate View, Contribute or Author license (or Windchill or Integrity base license).



The ThingWorx Navigate View and ThingWorx Navigate Author Application Development Kit (ADK) may be used by Customer only to connect to PTC's Windchill and Integrity products and to other enterprise systems (e.g., Oracle ERP, SAP, CRM systems, etc.). It may not be used to access data from devices – which can include but is not limited to connected products, wearables, production machinery, and physical assets – and any edge servers or services that devices are connected to. It also may not be used to connect to manufacturing systems, processes, and/or operations belonging to the Customer's internal production facilities or the Customer's suppliers' production facilities.

#### PTC ALM Products (1)(2)(3)

Licensed Product Name	Licensing Basis	Licensed Product Name	Licensing Basis
Integrity Lifecycle Manager Server family of products (Integrity Lifecycle Manager Server, Integrity Lifecycle Manager Federated Server, Integrity Lifecycle Manager Agent, Integrity Lifecycle Manager Integration Platform, etc.)	Designated Server (except as noted below )	Integrity Lifecycle Manager family of products (Integrity Lifecycle Manager, Integrity Lifecycle Manager Source, Integrity Lifecycle Manager integrations (Eclipse, Visual Studio, Word, Excel, MATLAB, etc.))	Registered User or Concurrent User <sup>(4)</sup>
Model Based Systems Engineering and Model Based Software Engineering	Concurrent User <sup>(4)</sup>	Integrity Requirements Connector	Concurrent User <sup>(4)</sup>
Implementer and Implementer Receiver	Designated Server	Integrity Modeler	Concurrent User <sup>(4)</sup>
Integrity Process Director	Concurrent User <sup>(4)</sup>	Integrity Asset Library	Concurrent User <sup>(4)</sup> Designated Server
Integrity Process Check	Concurrent User <sup>(4)</sup>	PERC, APEXADA, ADAWORLD, OBJECTADA, TELEUSE, X32 and MKS Toolkit	As specified in the license agreement
Requirements and Validation Package	Registered User or Concurrent User (as specified in the product name), except that for the Concurrent User version, each Concurrent User license entitles Customer to four Registered User eLearning licenses <sup>(5)</sup>	Global Software Development Package	Registered User or Concurrent User (as specified in the product name), except that for the Concurrent User version, each Concurrent User license entitles Customer to four Registered User eLearning licenses <sup>(6)</sup>

(1) Integrity/Implementer Licenses: Notwithstanding anything to the contrary in the License Agreement, (a) use of Integrity and Implementer software is not restricted to persons located in the Designated Country and (b) for these licenses Customer may not substitute one Registered User for another, except that a Registered User who ceases to be employed by Customer or who permanently ceases to use the license may be replaced with another Registered User.

(2) For Integrity licenses, if the name of the product includes the word "Enterprise", then the Customer may use Integrity to publish and synchronize documents (Requirements and Test Documents) from Integrity to Windchill, allowing the user to publish or re-publish a document and its related content from Integrity to Windchill using the Integrity Integration Platform technology. Once published, PDMLink licensed users can establish traceability / associativity between the documents or content and a relevant set of PDMLink objects. If the product does not include the word "Enterprise", such functionality may not be used.

(3) Permitted Users of PTC ALM solutions may use the PTC Navigate View apps to access solution information in such ALM solutions without the need to separately purchase an additional PTC Navigate license.

(4) For these Concurrent User licenses, the restriction in the License Agreement that the user must be located in the country of installation is not applicable, unless the name of the product includes the words "single site" or the equivalent. The server version of the same product is a pre-requisite to use of these licenses.

#### (5) Requirements and Validation Package – Limitations of Use

The Requirements and Validation Package allows users to use only the following functionality:

- Integrity Lifecycle Manager:
  - Management and change of requirements and specifications
  - Management and change of test cases, steps, sessions, and results
  - Baseline, review and approval processes for requirements, specifications, and tests
  - Validation and verification of requirements, as understood by traditional industry practices
  - Administer system configuration, delivery, and deployment
- Integrity Requirements Connector:
  - Exchange requirements between Integrity Lifecycle Manager and IBM Rational DOORS or standard file exchange format (ReqIF and RIF)
  - Administer system configuration, delivery, and deployment

Users are not allowed to use any functionality not listed above. For example, without limitation, the following functionality is not authorized to be used:

- Integrity Lifecycle Manager:
  - Software change configuration management
  - Software build management
  - Issue or defect management

- Agile or other software process management offerings
- Integrity Requirements Connector:
  - Exchange requirements between IBM Rational and IBM Rational DOORs or standard file exchange format (ReqIF and RIF)
- Windchill integration:
  - Any offerings related to Windchill Integrations to Embedded Software
  - Any integrations related to software (source code, build artifacts) or BOM configurations
  - Any related change management processes between Windchill and Integrity Lifecycle Manager

The Customer's system administrator is responsible for configuring the above software so that only the included functionality is visible/accessible to the user. Instructions for such configuration are provided by PTC.

#### (6) Global Software Development Package – Limitations of Use

The Global Software Development Package includes functionality of the Integrity Requirements Connector product, users are only authorized to use the following Integrity Requirements Connector functionality:

- Integrity Requirements Connector:
  - Exchange requirements between Integrity Lifecycle Manager and IBM Rational DOORs or standard file exchange format (ReqIF and RIF)
  - Administer system configuration, delivery, and deployment

Users are not authorized to use the following functionality of Integrity Requirements Connector:

- Integrity Requirements Connector:
  - Exchange requirements between IBM Rational and IBM Rational DOORs or standard file exchange format (ReqIF and RIF)

### Training Products and Instructor-Led Training

#### Training Products

Licensed Product Name	Licensing Basis
All eLearning software licenses (e.g., Pro/FICIENCY, Create, Control, Collaborate, Coach, etc.)	Registered User
Individual Public Training Subscription	Registered User
PTC University Expert Model Analysis Desktop	Designated Computer
Creo eLearning "Extension" licenses	Concurrent User

**e-learning Licenses:** Customer has the option to host its e-learning software for Customer's internal use on Customer servers. Notwithstanding anything to the contrary in the License Agreement, (a) use of e-learning software is not restricted to persons located in the country of installation and (b) for e-Learning licenses Customer may not substitute one Registered User for another, except that a Registered User who ceases to be employed by Customer may be replaced with another Registered User.

#### Instructor Led Training

PTC reserves the right to cancel classes five (5) business days or more before the class start date. In such unfortunate circumstances, PTC will endeavor to re-enroll the student in a similar class. However, certain classes in select regions are subject to a special "guaranteed to run" policy that ensures the class will not be cancelled, even if there is only one student enrolled. These classes are marked with an "\*" on the schedule search results page. Any classes that are not rescheduled will result in a full refund of the fees paid for the class.

**Note:** Customer may substitute the learner assigned to the class registration at any time with no additional charge.

If payment information or PO is not received within 5 business days of registration, the registration may be cancelled and Customer will nonetheless be held responsible for payment.

For all instructor-led training courses to be delivered at a Customer site, Customer will provide a dedicated classroom/lab area with adequate seating and desk space during the full duration of the course and Customer will provide a dedicated whiteboard and projector for classroom use. Unless purchasing PTC's Mobile Classroom, Customer is responsible for providing all computer hardware and all hardware preparations including software installation prior to the class. Customer will reimburse PTC for the actual Travel and Lodging expenses incurred by the resource while delivering the above services unless otherwise documented. All onsite courses have a capped number of students allowed. Additional students above this cap will be charged an additional fee.

#### Individual Public Training Subscription

An Individual Public Training Subscription entitles one Registered User to access unlimited PTC University online content and classes for the duration of the purchased subscription term, except as set forth below:

- Maker Lab sessions are excluded.
- Registered User shall be entitled to access only classes and materials available in the applicable region or geography in which the Registered User is located.
- Due to limited class sizes, a Registered User may enroll in only one session of a particular class in any given 90 day period (i.e., a Registered User may not enroll in multiple sessions of the same class in order to hold the seat until he/she determines which session to take). To effectively un-enroll in a class, PTC must be notified in writing at least 11 business days prior to any class start. The Registered User may not enroll in that same class for 90 days if he or she fails to provide the required notice.
- Materials and classes may not be copied or shared.

Registered User log-in IDs and passwords may not be shared between users. Registered Users may be substituted free of charge (a) within the initial 6 months of any subscription, provided there has been no enrollment or consumption of materials at the time of substitution or (b) at the end of each annual subscription term. Otherwise, substitution of a Registered User will result in a transfer fee of 25% of the then-current subscription local list price. Customer must provide PTC with notice at least 15 days prior notice of any substitution request.

### Education/Intern Products

The following Licensed Products may only be used for educational purposes; use for other purposes, in particular for commercial or productive purposes or by regular personnel of Customer, is not permitted and represents a violation of the terms of the License Agreement.

#### Education/Academic Licenses

If the Licensed Product is identified as "University Plus," "Priced for Education," "Professor's Edition/Version," "Academic Edition/Version," "Classroom," or "Student" or if the name otherwise indicates that it is intended for academic or education purposes, Customer must be enrolled in or employed by an academic institution and must use the Licensed Product solely for educational purpose. If Customer does not meet one of these qualifications, Customer has no right to use such Licensed Products. Without limitation, non-educational research or funded educational research conducted using the facilities of an academic institution or under an academic name does not qualify as "educational purposes" and use of educational software for such purposes and represents a violation of the terms of the License Agreement.

For any educational "site license", such license will be limited to the following number of seats: University – 500; Schools Advanced (Europe Only) – 35; Schools Edition – 300; Windchill – 100 Registered Users. A PTC certified trained teacher with up to date credentials (as may be established by PTC from time to time) in the use of the Licensed Product must be on staff in order to use a Schools Edition Site License. Customer agrees that it shall require each student to whom the Customer provides a Schools Edition license to sign PTC's then-current Student License Agreement form, and the Customer will provide copies of such agreements to PTC upon request.

#### Research License

If the Licensed Product is identified as "Research", despite anything to the contrary in the License Agreement, Customer must be a college, university, university-owned research lab or center, or teaching hospital and may only use the Licensed Products for research purposes. In no event shall the Licensed Products be used for commercial purposes, including but not limited to the sale of intellectual property rights generated by the research or the creation of training materials for resale using the Licensed Products.

#### Intern/Apprentice Licenses

If the Licensed Product is identified as "Intern" or "Apprentice" or if the name otherwise indicates that it is intended for use by interns or apprentices, the Customer shall limit the use of the Licensed Product solely for training of interns or apprentices of Customer (i.e., temporary personnel who are still engaged in a course of study but working at Customer in order to gain practical experience in their field of study). Such training may only be conducted by employees of Customer, and not by employees of any third parties.

Examples	Academic License	Research License	Internship License	Commercial License
K – 12 Projects, Undergraduate research projects (*)	X			
Student enrolled in K-12 program or university/college (*)	X			
Graduate student research projects – non-funded	X			
Curriculum development (for internal use only)	X			
Undergraduate research projects – paid or generating IP		X		
Publication of research results in open source platforms		X		
University owned research lab/center		X		
Graduate student projects – funded with deliverables (IP remains property of university)		X		
Curriculum development – open source sharing		X		
Academic non-profits or consortiums		X		
Teaching Hospital			X	
Commercial enterprise uses employees to train undergraduate or graduate interns			X	
Commercial enterprise uses interns to develop commercial IP				X
National Laboratories				X
Start-up commercial enterprises				X
Individual consulting				X
Curriculum development for resale				X

(\*) In countries where K-12 is not applicable, references to it above mean primary and secondary education.

### PTC Support Services – Terms & Conditions

Support Service Plans may be purchased directly from PTC or through a authorized PTC resellers. This document applies when PTC is providing the technical support. Technical support being provided by third party authorized technical support providers may be subject to different terms. 24 x 5 Telephone Support, PLATINUM Support, GOLD *plus* Support and Premium Support Options may not be available from all Technical Support Provider partners. Subscription licenses of PTC products include Support Services, which services are governed by this document and the applicable license agreement. Please review the additional special notes below related to support for recently acquired products, the PTC product support lifecycle, Extended Support option and special

**\*Final Resolution to any Support case depends on the nature of the inquiry and cannot be guaranteed**

*For additional Service Level Target details, please visit the Customer Support Guide, Assisted Support section*

**Notes from table above:**

<sup>1</sup> For all licenses of the same general product category (e.g., PTC Windchill) at a particular site or that are supported by a common Customer IT organization, Customers must purchase the same level of Support Package (i.e., GOLD, GOLD *plus* or PLATINUM).

ii (a) The *GOLDplus* Support Package is an optional upgrade for Customers with an annual Support investment that is equivalent to \$150K USD or greater; (b) The *PLATINUM* Support Package is an optional upgrade for Customers with an annual Support Services investment that is equivalent to \$500K USD greater; (c) A TSAM purchase is required for the *PLATINUM* Support Package. However, a TSAM will be included for *PLATINUM* Customers with an annual Support investment that is equivalent to \$1 million USD annually or greater, for the products that are covered by *PLATINUM*; (d) The Performance Advisor access is for those PTC products for which the tool is available. Select Advanced features are included for software under a subscription agreement or at a premium service level as available.

The *GOLDplus* and *PLATINUM* Support services are not available for all products, including, but not limited to, PTC Arbortext Advanced Print Publisher (formerly 3B2), PTC Arbortext S1000D (formerly LBS), PTC Windchill Service Information Module for S1000D, PTC CADDs, PTC Optegra, PTC Windchill Quality Solutions (formerly Relux and NetRegulus), PTC Windchill Product Analytics (formerly InSight), PTC Pro/INTRALINK 3.x, PTC Implementer and PTC MKS Toolkit (former MKS products), PTC 4CS, PTC Creo China 2D GB Standards Extension and ThingWorx Analytics. ThingWorx and Axeda Products are not available at *PLATINUM* but are available at *GOLDplus* except as noted in the IoT-specific area below.

The following products are serviced in the *GOLDplus* or *PLATINUM* Support packages with 24 x 5 Technical Support Engineer availability and 2 hour response time: PTC Creo Direct, PTC Creo Elements/Direct, PTC Mathcad, PTC Windchill PartsLink and PTC Windchill MPMLink.

iii PTC Technical Phone Support is offered in English only during non-business hours. For purposes hereof, "business hours" are Monday through Friday, 8 AM – 5 PM local time. See pages 4 – 7 for specific hours for PTC Arbortext S1000D (formerly LBS), PTC Windchill Service Information Module for S1000D, PTC Windchill Quality Solutions (including former Relux and NetRegulus products), PTC Windchill Product Analytics (formerly InSight), PTC Implementer and PTC MKS Toolkit (former MKS products), PTC 4CS, and PTC Creo China 2D GB Standards Extension.

For *GOLDplus* and *PLATINUM* Customers, weekend support is limited to cases of severity level 0 (Enterprise Down) and severity level 1 (Business critically impacted). Internet of Things (IoT): ThingWorx and Axeda, PTC Servigistics InService weekend support is limited to severity level 0 (Enterprise Down) only.

iv Final resolution to any support call depends on the nature of the inquiry and cannot be guaranteed. See sections below for product-specific response targets.

v Customers with active eLearning Support are entitled to the newest versions of training material.

vi Planned Weekend Support typically applies to update, upgrade and migration events and must be planned at least two weeks in advance to ensure proper weekend coverage. *GOLDplus* includes two planned weekends.

vii Available for eligible products only as shown in the PTC Product Release Calendar.

viii A minimum of 2 days notice is required. 12 days of onsite support are included for Japan and China.

### General Provisions

PTC is obligated to provide Support Services only during periods for which Customer has paid the applicable Support Services fee and only in accordance with the level of Support Services Customer has purchased.

If Customer elects Support Services for a product that is licensed on the basis of registered users, all of Customer's licenses of such product must be on Support Services. In addition, if Customer would like to renew Support Services for any products on a PTC Support Sales Order Number (SSON), all products on such SSON must be renewed.

If customer at any time discontinues Support Services and subsequently wishes to obtain Support Services, Customer must pay (i) the then current fees for Support Services and (ii) the fees for Support Services for any period for which Customer has not purchased Support Services; provided, however, that Customer will be required to purchase new licenses if the Support Services lapse period exceeds twelve months.

Subject to different terms for particular products set forth below in this document, following shipment of a New Release of a product, only that new release and the immediately previous release shall remain "current" for support purposes.

### Exclusions:

(1) PTC is not obligated to perform investigation and/or repair of Errors (i) found by PTC to be in other than a current (as described above), unaltered release of the products; (ii) caused by changes to the Customer's operating systems, environment, databases or other system components which adversely affect the products; (iii) caused by Customer's modification of the product or use thereof in combination or interconnection with software not provided by PTC; (iv) use of the product on a computer, operating system, software or peripherals other than a computer, operating system, software or peripherals for which such product was designed for and licensed for use on; (v) caused by improper or unauthorized use of the products; (vi) due to external causes such as, but not limited to, power failures or electric power surges; or (vii) due to a failure by the Customer to implement recommendations in respect of solutions to Errors previously provided by PTC to Customer.

(2) PTC is not obligated to perform any Support Services with respect to modifications or customizations of the products, nor with respect to any developments resulting from Customer's use, development or customization of functionality contained within the products, all of which are Customer's sole responsibility.

### Product-specific Support Services

#### PTC Windchill Product Analytics (formerly InSight)

PTC Windchill Product Analytics (including PTC Windchill Materials & Substances, PTC Windchill Compliance, PTC Windchill Cost and PTC Windchill LCA) technical phone support is available in English only between the hours of 9:00 a.m. and 5:00 p.m. Eastern Time zone of the contiguous United States, Monday through Friday, except holidays. Response will be provided within 1 working day of when the issue is logged. No more than two designated individuals may contact PTC/Synopsis for telephone support and such two individuals shall be identified within 14 days of purchase of Support services.

#### PTC Arbortext S1000D (formerly LBS)



PTC Arbortext S1000D technical phone support is available in English only between the hours of 9:00 a.m. and 5:00 p.m. in the United Kingdom time zone, Monday through Friday, except holidays. A response will be provided within 1 working day of when the issue is logged, during the hours noted above.

#### **PTC Windchill Service Information Module for S1000D**

PTC Windchill Service Information Module for S1000D technical phone support is available in English only between the hours of 9:00 a.m. and 5:00 p.m. in the United Kingdom time zone, Monday through Friday, except holidays. A response will be provided within 1 working day of when the issue is logged, during the hours noted above.

#### **PTC Windchill Quality Solutions (formerly NetRegulus)**

Technical phone support is available in English only between the hours of 9:00 a.m. and 5:00 p.m. in the Mountain Time zone of the United States, Monday through Friday, except holidays. A response will be provided within 1 working day of when the issue is logged, during the hours noted above.

#### **PTC Windchill Quality Solutions (formerly Relex)**

Technical phone support is available in English only between the hours of 8:00 a.m. and 5:00 p.m. in the United States Eastern Time zone, Monday through Friday, except holidays. A response will be provided within 1 working day of when the issue is logged, during the hours noted above.

#### **PTC Servigistics**

As of June 17, 2013, PTC transitioned the Servigistics Technical Support systems to the standard PTC systems. Cases are supported for releases of the currently available version and the most recent previous release. Technical Support is available in English only with the exception of Customers in Japan.

Per the Support Packages chart on Page 1, pre-acquisition Servigistics Customers have been mapped to one of the three PTC Support packages that most closely represents the former Servigistics support levels.

As of October 1, 2013, PTC Servigistics products are eligible for GOLD<sup>plus</sup> and PLATINUM Support with the following service exceptions:

1. Cases will be routed to the best available technical support engineer for your case, however there is no separate GOLD<sup>plus</sup> or PLATINUM Support Desk.
2. Technical Support is available on weekends. However, Planned Weekend support is not available. Typically, a professional services engagement is the appropriate solution with Technical Support providing assistance as required.
3. Onsite Support is not available.
4. Extended Support is not available.

The following pertains to modifications, customizations and integrations of PTC Servigistics products:

1. Support Services include Technical Support and Software releases and fixes for standard, out-of-the-box PTC products.
2. Support Services do not cover modifications or customizations of the products, integrations that feed, extract, and transform data to/from the PTC product or development or customization of functionality contained within the products, all of which are the Customer's sole responsibility.
3. Upon receipt of a case, PTC Technical Support will diagnose the case to determine whether the issue is being caused by a standard product or a modification, customization and/or integration.
4. If the issue is not being caused by an error or problem within a standard PTC product, the Customer would be responsible for any further troubleshooting or resolution of that issue.

There are additional offerings PTC has available to help cover the troubleshooting of customizations, data feeds, extracts, or transformations such as an SLA based services agreement to troubleshoot and resolve issues, adds, and changes to customizations and integrations. If you are interested in more information about these offerings, please contact your PTC Client Manager.

#### **Former MKS Products: PTC Integrity and PTC Implementer**

R&D and Technical Support will provide development and resolutions for the most current version and release or the immediately preceding version and its latest release (including any service packs) only. Customer is responsible for having the appropriate version installed on all applicable computer systems.

#### **Former MKS Product: Integrity**

Per the Support Packages chart on Page 1, Technical Support is available at the GOLD level for former MKS "Essential" support level Customers. Customers who were formerly MKS "Essential Plus" and "Elite" Customers receive the PTC GOLD<sup>plus</sup> support level.

#### **Former MKS Product: Implementer**

Technical Support is available for normal business hours, Eastern Time Zone, in English 8am to 6pm.

#### **Former MKS Product: PTC MKS Toolkit**

For support resources, please visit the [eSupport Portal](#) and navigate to the "PTC Developer Tools" product tab. To request a software update,

please visit <http://mkssoftware.com/support/updates.asp>.

#### **Former 4CS Products**

Technical Phone Support is available in English only between the hours of 9:00 a.m. and 6:00 p.m. in the Eastern Time Zone, Monday through Friday, except U.S. holidays. A response will be provided within 2 hours of when the issue is logged, during the hours noted above.

#### **PTC Creo China 2D GB Standards Extension**

Technical Phone Support is available from PTC's Global Services Organization in Chinese only between the hours of 8:00 a.m. and 5:00 p.m. in the China Time Zone, Monday through Friday, except holidays. A response will be provided within 1 business day of when the issue is logged, during the hours noted above. Support does not include: PTC authored Knowledgebase articles, Proactive Support Alerts or Planned Weekend Support. Onsite Support is available for an additional fee in the form of a Professional Services engagement.

#### **Atego MBSE-related Products (now PTC Integrity)**

Technical Phone Support is available by phone as shown below. Response time is within 4 hours of case submission during normal business hours. Online support is available through the Atego Support Portal.

Technical Support Call Center Hours: North America: 9:00 AM – 5:00 PM PST CET: 9:00 AM – 6 PM

#### **Internet of Things (IoT): ThingWorx, ThingWorx Analytics and Axeda**

Extended Support and Planned Weekend Support are not available for IoT products. The GOLDplus offering for IoT products includes 24x7 critical weekend support for Severity 0 – Enterprise Down cases only. The GOLDplus offering is not available for ThingWorx Analytics and support for ThingWorx Analytics is available in English only.

*The following Support Services are available for trained ThingWorx & Axeda developers only; Customers who purchased from a "Powered by ThingWorx" partner receive support directly from that partner. For more detailed descriptions, visit the [Customer Support Guide](#), Assisted Support Section.*

- **Platform Support:** IoT Platform Support provides assistance with installation and configuration of the IoT Platform.
- **Developer Support:** IoT Developer Support will assist you in the "how-to" usage of the developer environment. End-to-end application support is not included.
- **Connectivity Support:** Connectivity support provides "how-to" answers for connecting things to the IoT Platform.

ThingWorx and Axeda

- **Maintenance Releases:** Software updates, fixes and maintenance releases, when made available, are for the releases described in the [PTC Product Calendar](#).
- **Customization Support:** Support Services do not cover modifications or customizations of the Licensed Products, integrations that feed, extract, and transform data to/from the PTC Licensed Product or development or customization of functionality contained within the Licensed Products, all of which are the Customer's sole responsibility

ThingWorx Analytics

- **Maintenance Releases:** Software updates, fixes and maintenance release, when made available, are for the current release and one release back.
- **Customization Support:** Support Services do not cover modifications or customizations of the Licensed Products, integrations that feed, extract, and transform data to/from the PTC Licensed Product or development or customization of functionality contained within the Licensed Products, all of which are the Customer's sole responsibility

#### **Vuforia Studio Enterprise (Pilot)**

The following Support is available to pilot users of Vuforia Studio Enterprise. Support is provided through the on-line forum of the Vuforia Developer Portal.

- English language Support only
- One business day initial response time

#### **Home Use Policies**

For the products listed below in this "Home Use Policies" section, home use licenses may be used by Customers who have subscription licenses and/or perpetual licenses on active support in the quantities indicated below. The home use licenses expire at the end of the current subscription/support period. If the Customer renews their subscription license or support agreement, Customer may obtain new home use license(s). Home use licenses are restricted to the same user(s) accessing the purchased license(s), and are to be installed on personal computers not located or used in the workplace. Home use licenses are not allowed to be used in the workplace. Permitted users are allowed to perform commercial/production work with home use licenses on their personal computers not while located in the workplace.

Creo Engineer and Essentials subscription

- Node Locked – One
- Floating/Global – Two

Mathcad Professional subscription (\*)

- Individual – Two
- Floating/Global – Three

Mathcad Professional perpetual (\*)

- Individual – One
- Floating/Global – Two

Mathcad Education

- Student Edition – Zero
- Professor Edition – One
- University Edition – One professor home use per every ten (10) licenses purchased

(\*) For Mathcad licenses that are packaged within a Pro/ENGINEER, Creo Elements/Pro and Creo packages, there are no home use licenses provided for such Mathcad licenses.

#### **PTC Software Support Lifecycle Program**

The Support periods described below are designed to help Customers plan updates and migrations to new releases understanding the available Support Services in each period.

**PTC Standard Support:** PTC products are in the Standard Support period starting from the first Customer ship date (FCS). Standard Support refers to the period during which active GOLD, GOLD*plus* or PLATINUM Customers can submit Technical Support cases, have access to SPR fixes via maintenance releases, have access to critical patch sets and have access to new versions of PTC software for the products they own. Each product in the [PTC Product Release Calendar](#) specifies when the Standard Support period ends. For specific PTC Windchill products, Standard Support is available for 4 years from FCS.

**PTC Sustained Support:** At the expiration of the Standard Support period, Sustained Support is in effect for as long as the products are included in a Support agreement. Sustained Support includes online, self-help technical support, access to pre-existing patches, maintenance releases and SPR fixes. PTC will provide the ability to request and receive assisted technical support, both electronically and by telephone, for two years after the expiration of the Standard Support period. The Sustained Support period does not provide Customers access to new maintenance releases, temporary patches or SPR fixes if created for Customers who purchase the optional Extended Support service described below.

**Extended Support:** For qualified PTC Windchill products and releases (including PTC FlexPLM), Customers may extend their Support coverage for a product release by purchasing Extended Support for 1 additional year. Extended Support refers to the period during which PTC provides many of the same services as Standard Support for an additional fee. Extended Support is only available for certain PTC products and software releases and includes SPR fixes via special releases. For qualified contracts, Extended Support may be renewed for one additional year.

Extended Support may not include updated support for newer versions of 3rd party products or platforms. For information about 3rd party products and versions supported during the extended support period, Customers should view the platform support matrix for the last regularly scheduled maintenance release that was delivered during the Standard Support period. During the Extended Support period, PTC's ability to support these older versions of 3rd party products may be limited due to the support periods offered by these third party applications.

- Purchasing Extended Support for one PTC product does not entitle Customers to the same level of support for a separate related/compatible PTC product. For example, purchasing Extended Support for Windchill does not extend support for a PTC Creo release that is beyond the Standard Support period.

## Schedule of Third Party Terms

### Table of Contents

Section/Subsection	Applies to:
<b>Scope of this Document</b>	
<b>SECTION I. Third Party Component Terms</b>	
Open Source Components	All PTC Products
Oracle Components	Windchill, Prolink, Integrity, CADDs and Optegra Products, and Creo Elements Direct
IBM Cognos Components	Windchill and Service Intelligence Products
Microsoft Components	Windchill PDM Essentials and Arbortext IsoView
Adobe Components	Windchill, Creo View and Mathcad Products
Neo Components	ThingWorx "Server" Products
Telerik Components	Social Product Development Products
Monotype Components	Creo Parametric
DataStax Components	ThingWorx
<b>SECTION II. Bundled Third Party Product Terms</b>	
Oracle Sun Java Products	Windchill Products
Oracle JDBC Drivers	Integrity Products
Intellicus	Intellicus (typically purchased with PTC Servigistics Products)
Google	Google (typically purchased with PTC Servigistics Products)
Navteq	Navteq (typically purchased with PTC Servigistics Products)
Informatica	Informatica (typically purchased with PTC Servigistics Products)
McGraw Hill Components	Mathcad
Other Bundled Third Party Products	Integrity, Creo and Arbortext Products
<b>Attachments</b>	
Attachment	Applies to
ATTACHMENT 1: Bundled Third Party Product Licenses	Various PTC Products identified in this SCHEDULE B
ATTACHMENT 2: License Notifications for Axeda Release(s)	PTC Axeda Products

### Scope of this Document

This document addresses terms and conditions relating to Third Party Component Terms and Bundled Third Party Products. 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

Third Party Components are governed by the PTC License Agreement and are covered by the warranties, support services and indemnification provisions thereof. Third Party Components are identified in SECTION I below.

#### Bundled Third Party Products

Bundled Third Party Products are licensed directly from the vendor thereof and are not covered by the PTC warranties, Support Services or indemnification provisions. Bundled Third Party Products are identified in SECTION II below.

A Customer, including the U.S. Government, may acquire Bundled Third Party Products directly from the manufacturer and/or publisher of such products under separately negotiated and federally-compatible agreements. The terms and conditions of such agreements for separately acquired Bundled Third Party Products will supersede the terms and conditions described in this SCHEDULE B for such products. If the 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 to the extent such terms are consistent with Federal law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341), the Contracts Disputes Act of 1978 (41 U.S.C. § 7101 *et seq.*) and DOJ's jurisdictional statute 28 U.S.C. § 516 (Conduct of Litigation Reserved to the Department of Justice (DOJ)).

### 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 PTC Axeda products, see ATTACHMENT 2 to this SCHEDULE B for the release specific list of open source and other third party software included in the Licensed Products. The warranty

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

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 the PTC License Agreement 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. If Customer uses open source software independent of the Licensed Products or accesses and/or modifies source code to the open source software, such use is subject to the terms of the applicable open source license or such other license agreement as Customer may separately enter with the licensor of the open source software. Where open source software is included as a Third Party Component in a PTC Licensed Product, 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 PTC Licensed Product.

2. Oracle Components (applies only to Windchill, Prolink, 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:

- (v) Each license of Windchill (i.e., PDMLink and add-on modules such as MPMLink and RequirementsLink) and each license of PTC's Servicistics "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.
- (vi) 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.
- (vii) 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.
- (viii) 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; and (iv) 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 of the “Microsoft® SQL Server® 2008 R2 Standard” runtime license included in ATTACHMENT 1 to this Schedule B. 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.

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.

---

## SECTION II.

### Bundled Third Party Product Terms

The third party products identified below are provided with the Licensed Products identified as a convenience to the Customer and are included for use at the Customer's option ("Bundled Third Party Products"). The Customer may have already obtained a license to such Bundled Third Party Products directly from the vendor or licensor thereof under separate agreement. If the Customer chooses to use the Bundled Third Party Products, such use shall be governed by the applicable third party license agreement. 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) PTC has no obligation to provide new versions of such Bundled Third Party Products to Customer. Customer may acquire 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 License Agreement" of Oracle Corporation (the "Oracle License") that is included in ATTACHMENT 1 to this SCHEDULE B. 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 "Programs Redistribution", "License Rights and Restrictions," "Ownership," "Export Controls," "Disclaimer of

Warranties; Limitation of Liability," "No Technical Support," "Relationship Between the Parties," and "Source Code for Open Source Software." 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.
- **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)



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.

7. U.S. GOVERNMENT RESTRICTED RIGHTS. The Product is commercial within the meaning of the applicable civilian and military Federal acquisition regulations and any supplement thereto. If the user of the Product is an agency, department, employee, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Product, including technical data or manuals, is restricted by the terms, conditions and covenants contained in the Agreement. In accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies, the use of the Software is further restricted by this Google-Agreement.

8. WARRANTY DISCLAIMER. GOOGLE AND ITS LICENSORS AND THEIR SUPPLIERS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. THE PRODUCT AND THE GOOGLE MAP SERVICE, INCLUDING ALL IMAGES AND DATA PROVIDED THEREIN, ARE PROVIDED BY GOOGLE AND ITS LICENSORS AND THEIR SUPPLIERS "AS IS". GOOGLE AND ITS LICENSORS AND THEIR SUPPLIERS DO NOT WARRANT THAT THE PRODUCT, THE GOOGLE MAP SERVICE, OR ANY IMAGE OR DATA, OR ANY PORTION THEREOF, ARE ERROR OR BUG FREE, OR THAT YOUR USE OF THE PRODUCT OR THE GOOGLE MAP SERVICE WILL BE UNINTERRUPTED. GOOGLE AND ITS LICENSORS AND THEIR SUPPLIERS ASSUME NO RESPONSIBILITY FOR THE PROPER INSTALLATION AND USE OF THE PRODUCT OR ANY THIRD PARTY SYSTEM. GOOGLE AND ITS LICENSORS AND THEIR SUPPLIERS MAKE NO REPRESENTATIONS ABOUT ANY IMAGES OR OTHER INFORMATION MADE ACCESSIBLE BY THE PRODUCT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THIRTY (30) DAYS FROM THE DATE OF DELIVERY OF THE LICENSE KEY. THE GOOGLE MAP SERVICE IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USES SUCH AS THE OPERATION OF NUCLEAR FACILITIES, AIR TRAFFIC CONTROL OR LIFE SUPPORT SYSTEMS, FOR OR WITH REAL TIME ROUTE GUIDANCE (INCLUDING WITHOUT LIMITATION, TURN-BY-TURN ROUTE GUIDANCE AND OTHER ROUTING THAT IS ENABLED THROUGH THE USE OF A SENSOR, OR FOR OR IN CONNECTION WITH ANY SYSTEMS OF FUNCTIONS FOR AUTOMATIC OR AUTONOMOUS CONTROL OF VEHICLE BEHAVIOR, WHERE THE FAILURE OF THE PRODUCT COULD LEAD TO DEATH, PERSONAL INJURY, OR ENVIRONMENTAL DAMAGE ("**High Risk Activities**").

9. LIMITATION OF LIABILITY. EXCEPT FOR (A) BREACHES OF ANY CONFIDENTIALITY OBLIGATIONS CONTAINED IN THIS AGREEMENT; (B) YOUR INFRINGEMENT OR MISAPPROPRIATION OF GOOGLE'S INTELLECTUAL PROPERTY RIGHTS; (C) YOUR BREACH OF ANY LICENSE GRANTED IN THIS AGREEMENT TO USE THE PRODUCT OR THE GOOGLE MAP SERVICE; OR (D) ANY AMOUNTS PAYABLE TO THIRD PARTIES PURSUANT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER PARTY OR GOOGLE'S LICENSORS AND THEIR SUPPLIERS BE LIABLE (i) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST DATA, LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED (INCLUDING BUT NOT LIMITED TO USE, MISUSE, INABILITY TO USE, OR INTERRUPTED USE) AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT AND WHETHER OR NOT EITHER PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; OR (ii) FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE PRODUCT OR GOOGLE MAP SERVICE OR DESTRUCTIVE PROPERTIES OF THE PRODUCT OR GOOGLE MAP SERVICE. IN NO EVENT SHALL GOOGLE'S AND/OR ITS LICENSORS' OR ITS SUPPLIERS' TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID BY YOU DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ARISES.

- 
- Navteq (*applies only if Customer has purchased Navteq data or hosting for the same from PTC*)  
The NavTeq data ("Data") is provided for Customer's business internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by Customer, on the one hand, and PTC and its licensors (including their licensors and suppliers) on the other hand.  
© 2007 NAVTEQ All rights reserved.  
The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario, © Canada Post Corporation, GeoBase®.  
NAVTEQ holds a non-exclusive license from the United States Postal Service® to publish and sell ZIP+4® information.



©United States Postal Service® 2007. Prices are not established, controlled or approved by the United States Postal Service®. The following trademarks and registrations are owned by the USPS: United States Postal Service, USPS, and ZIP+4.

#### TERMS AND CONDITIONS

**Business Use Only.** Customer agrees to use this Data together with the PTC Hosted Solution for the solely business purposes for which Customer is licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, Customer may copy this Data only as necessary for Customer's use to (i) view it, and (ii) save it, provided that Customer does not remove any copyright notices that appear and does not modify the Data in any way. Customer agrees not to otherwise reproduce, copy, modify, decompile, disassemble or reverse engineer any portion of this Data, and may not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws.

**Restrictions.** Except where Customer has been specifically licensed to do so by PTC to use their PTC Hosted Solution, and without limiting the preceding paragraph, Customer may not (a) use this Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

**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.

**No Warranty.** This Data is provided to Customer "as is," and Customer agrees to use it at its own risk. PTC and its licensors (and their licensors and suppliers) make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this Data, or that the Data or server will be uninterrupted or error-free.

**Disclaimer of Warranty:** NAVTEQ AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to Customer.

**Disclaimer of Liability:** PTC AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) SHALL NOT BE LIABLE TO CUSTOMER: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE INFORMATION; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF CUSTOMER'S USE OF OR INABILITY TO USE THIS INFORMATION, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF PTC OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to Customer.

**Export Control.** Customer agrees not to export from anywhere any part of the Data provided to Customer or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations.

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

##### **1. Scope of License Granted**

The Informatica PowerCenter Standard Distribution Product ("Informatica") shall be used exclusively with and is limited to use with the PTC Servigistics Licensed Products. Informatica must be used with the PTC Licensed Products which are the subject matter of this section. Customer shall not have the right to modify or create new mappings or transformations for Informatica except for use with the PTC Licensed Products. Use of Informatica shall be limited, as applicable, to the data source types, the number of target database instances, the computer system type, the number of CPUs and the PTC Licensed Products for which license fees and/or maintenance and support fees have been paid. Informatica shall be sub-licensed by PTC to Customer pursuant to these terms and conditions.

##### **2. Informatica Warranty.**

Informatica warrants that the Informatica Products will operate substantially in conformity with prevailing specifications as defined by the current standard user documentation (except for minor defects or errors which are not material to PTC's solution) for a period of 90 days from the date of Customer's completion of implementation of the Licensed Products ("Warranty Period"). If an Informatica Product does not perform in accordance with such specifications during the Warranty Period, Informatica will correct any deficiencies in the Informatica Product so that it will perform in accordance with or substantially in accordance with such specifications. Customer's sole remedy in the event of nonconformity of an Informatica Product with the foregoing warranties will be the correction of the condition making it nonconforming. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

---

**McGraw-Hill Education Component** (applies only if Customer has purchased a license to Roark's Formula's for Stress and Strain ("Content") which may be purchased with Mathcad products).

The Customer is receiving only a limited right to use the Content for Customer's own internal or personal use. Customer may not reproduce, forward, modify, create derivative works based upon, transmit, distribute, disseminate, sell, publish or sublicense the Content or in any way commingle the Content with other third party content, without McGraw-Hill's consent. THE MCGRAW-HILL CONTENT IS PROVIDED ON AN "AS IS" BASIS. NEITHER MCGRAW-HILL NOR ITS LICENSORS MAKE ANY GUARANTEES OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AS TO ANY MCGRAW-HILL CONTENT OR THE INFORMATION THEREIN OR ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS, CURRENTNESS, OR RESULTS TO BE OBTAINED FROM, ACCESSING OR USING THE MCGRAW-HILL CONTENT, OR ANY MATERIAL REFERENCED IN SUCH CONTENT OR ANY INFORMATION ENTERED INTO LICENSEE'S PRODUCT BY USERS OR OTHER PERSONS AND/OR ANY MATERIAL AVAILABLE ON OR THAT CAN BE ACCESSED THROUGH THE LICENSEE'S PRODUCT (INCLUDING VIA ANY HYPERLINK OR OTHERWISE) OR AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ARE DISCLAIMED. ANY MATERIAL OR DATA OBTAINED THROUGH USE OF THE MCGRAW-HILL CONTENT IS AT CUSTOMER'S OWN DISCRETION AND RISK AND USER UNDERSTANDS THAT IT WILL BE SOLELY RESPONSIBLE FOR ANY RESULTING DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA.

NEITHER MCGRAW-HILL NOR ITS LICENSORS WARRANT THAT THE INFORMATION CONTAINED IN THE MCGRAW-HILL CONTENT IS IN EVERY RESPECT ACCURATE OR COMPLETE, AND THEY ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION. CUSTOMERS ARE ENCOURAGED TO CONFIRM THE INFORMATION CONTAINED IN THE MCGRAW-HILL CONTENT WITH OTHER SOURCES. NEITHER MCGRAW-HILL NOR ITS LICENSORS SHALL BE LIABLE TO SUBSCRIBER OR TO ANY USER OR ANYONE ELSE FOR ANY INACCURACY, DELAY, INTERRUPTION IN SERVICE, ERROR OR OMISSION, REGARDLESS OF CAUSE, OR FOR ANY DAMAGES RESULTING THEREFROM.

IN NO EVENT WILL MCGRAW-HILL OR ITS LICENSORS, BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST TIME, LOST MONEY, LOST PROFITS OR GOOD WILL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN WITH RESPECT TO ANY USE OF THE MCGRAW-HILL CONTENT.

---

#### Other Bundled Third Party Products

The PTC Licensed Products identified below are provided with the Bundled Third Party Products. The third party software licenses are attached in ATTACHMENT 1 to this SCHEDULE B.

#### PTC Integrity

- Oracle JDBC Drivers (licensed under the "Oracle Technology Network License Agreement")
- Java Runtime Environment (licensed under the "Oracle Binary Code License Agreement for the Java SE Platform Products and JavaFX")

#### PTC Creo Parametric

- Java runtime environment (licensed under the "Oracle Binary Code License Agreement for the Java SE Platform Products and JavaFX")
- Microsoft C runtime libraries (licensed under the "Microsoft Software License Terms, Microsoft Visual Studio 2010 Professional and Trial Edition")

#### PTC Creo View

- Microsoft Visual C++ 2010 Redistributable Package (x86) and (x64); and
- Microsoft Visual C++ 2008 SP1 Redistributable Package (x86) and (x64) (licensed under the "Microsoft Software License Terms, Microsoft Visual Studio 2010 Professional and Trial Edition")

#### PTC Arbortext Editor / Styler / Publishing Engine

- Microsoft Visual Studio C++ Runtime 2005 SP1 and
- Microsoft Visual Studio C++ Runtime 2008 SP1 (licensed under the "Microsoft Software License Terms, Microsoft Visual Studio 2010 Professional and Trial Edition")
- Java Runtime Environment 1.6 (Windows) (licensed under the "Oracle Binary Code License Agreement for the Java SE Platform Products and JavaFX")
- Rhino Javascript (licensed under the "Mozilla Public License Version 2.0")
- Saxon 6.2 (licensed under the "Mozilla Public License Version 2.0")
- Perl 5.8 (subset only) (licensed under the "Artistic License 2.0, Open Source Initiative")
- Apache Tomcat (licensed under the "Apache License Version 2.0")

#### PTC Arbortext ISOView / ISODraw

- Java Runtime Environment (licensed under the "Oracle Binary Code License Agreement for the Java SE Platform Products and JavaFX")

#### PTC Arbortext for Aerospace and Defense

- Microsoft Access 2007 Runtime (licensed under the "Microsoft Software License Terms, Microsoft Office Access 2007 Runtime")
- Java Runtime Environment 1.5 and 1.6 (Windows) and

- Java Runtime Environment 1.6 (Linux) (licensed under the “Oracle Binary Code License Agreement for the Java SE Platform Products and JavaFX”)
- Apache Tomcat 7.0.42 (Windows) (licensed under the “Apache License Version 2.0”)
- Microsoft Visual Studio C++ Runtime 2008 SP1 (licensed under the “Microsoft Software License Terms, Microsoft Visual Studio 2010 Professional and Trial Edition”)
- Oracle Data Access Components for .net - 11.2.0.1.2 (licensed under the “Oracle Technology Network License Agreement”)
- Microsoft XML Parser 4.0 SP2 and Microsoft XML Parser 6.0 SP1 (licensed under the “Microsoft Public License, MSXML License: MSDN Code Gallery Licenses”)
- Microsoft .NET Framework 3.5 SP1 (licensed under the “Microsoft .NET Framework Redistributable EULA”)

PTC Arbortext Advanced Print Publisher

- Perl 5.8 (licensed under the “Artistic License 2.0, open source initiative”)

PTC Arbortext Digital Media Publisher

- Java Runtime Environment 1.4 for linux, solaris, solaris x86, hpux and itanium, and 1.5 for linux, solaris, solaris x86, Windows, hpux and itanium, and 1.6 for Windows (licensed under the “Oracle Binary Code License Agreement for the Java SE Platform Products and JavaFX”)



## **PTC CLOUD AND SaaS OFFERING SPECIFIC PROVISIONS**

### **Scope of this Document**

This document sets out various terms and conditions that are specific to particular Cloud and SaaS offerings from PTC. In the event of inconsistency between this document and the PTC quote(s) pursuant to which the Customer purchased the Services (the “Quote”), the Quote shall govern.

If PTC is hosting software products that aren’t identified in this document, the licensing parameters specified in the PTC Licensing Basis Table (available at <http://www.ptc.com/legal-agreements/on-premise-license-agreements>) govern Customer’s use of such products.

### **Table of Contents**

<b>Section/Subsection</b>	<b>Page #</b>
PLM Cloud Offering.....	2
Windchill Quality Management Cloud Offering.....	6
FlexPLM and Other Retail SaaS Offerings.....	8
PTC Canvas SaaS Offering.....	10
Cloud Migration Service for PLM.....	11
SPM SaaS Offering.....	13
Service and Parts Information SaaS Offering.....	16
Internet of Things Cloud Offerings.....	18
Creo in the Cloud SaaS Offerings.....	19
Creo AR Design Share Offering.....	21

## PTC PLM Cloud Offering

The PTC PLM Cloud is available in two service packages:

- **PTC PLM SaaS – Premium:** This offering provides Customers with a PTC Windchill environment that is dedicated to the Customer, support deeper customization (such as with custom workflow processes and custom types) and where the user has more control over timing of upgrades. A minimum of 15 users is required for this dedicated option.
- **PTC PLM SaaS – Enterprise:** This offering provides Customers with a PTC Windchill environment that is dedicated to the Customer, includes the most comprehensive set of PLM capabilities and supports the deepest possible levels of customization and that supports integration with external on premise and cloud systems such as ERP and CRM. A minimum of 15 users is required for this dedicated option.

PTC PLM SaaS is currently offered in the following geographies:

- Americas
- Europe
- India
- Japan, Singapore, Australia, New Zealand

Additional information about the capabilities in the tables in the following pages.

Data Export: Upon approaching the end of the Services term (the “Service End Date”), Customer can request up to two data exports: (1) prior to Service End Date an export for purposes of testing the input of that data into Customer’s system, and (2) final export at Service End Date. Customer shall coordinate such requests with PTC. The data export includes the information required to redeploy the software in another environment. Depending on the solution purchased, this may include: Database schema export, Directory LDIF export or similar user list export, Enterprise LDAP LDIF export, External file vault(s) contents. Customer may contract with PTC for additional non-standard data export. Fees are quoted respective of each occurrence. PTC will retain Customer’s Hosted Data for approximately 30 days following the last extraction, and then another approximately 60 days on backups.



Type	Capability	Premium	Enterprise
Viewer	<b>Viewers can view content created by others but are unable to create or edit any content (same behavior as Windchill PDMLink view &amp; print)</b>		
	View all web pages with content created in system	✓	✓
	Search across fields and indexed content and user-defined searches and search using part classifications	✓	✓
	Open for view or print any 2-D or 3-D representation in Creo View Light (cannot save annotations)	✓	✓
	Download any office content and any representations created from CAD formats (Native CAD content cannot be downloaded)	✓	✓
	View created reports	✓	✓
	View drawings, part CAD document and document information using out of the box Kinex Navigate View apps. <i>Custom viewing apps can also be used but must be approved by PTC cloud services prior to deployment in production.</i>	✓	✓
	View complaints and non-conformances		✓
	View suppliers, supplier status, preferred parts and preferred suppliers		✓
Contributor	<b>Contributors have all Viewer capabilities plus the following:</b>		
	Create and manage office documents. <i>The Microsoft Office Desktop Integration capabilities can be used but must be optionally enabled on request when the cloud instance is configured. Partners are responsible for assisting the customer with configuration of clients and in training for the use of desktop integration functionality.</i>	✓	✓
	Create folders, links	✓	✓
	Open and complete project and workflow tasks	✓	✓
	Create discussion forum postings	✓	✓
	Create and save markups/annotations in Creo View Light	✓	✓
	Create and edit problem reports (but not other change objects)	✓	✓
	Participate in change process tasks (such as review and approval)	✓	✓
	Participate in project planning activities (update and complete assigned activities)	✓	✓
	Create and complete action items and create subscriptions for notification	✓	✓
Author	Create Non-Conformances and participate in CAPA processes (but not initiate CAPA)		✓
	<b>Authors have all Contributor capabilities plus the following:</b>		
	Create and manage CAD documents using Creo, AutoCAD, Inventor, SolidWorks and NX workgroup managers for supported CAD versions <i>See Creo Version compatibility <a href="#">here</a> See AutoCAD, Inventor, SolidWorks and NX version compatibility <a href="#">here</a></i>	✓	✓
	Create and manage document configurations and baselines	✓	✓
	Manage simple release through promotion request process	✓	✓
	Create and manage collaboration projects	✓	✓
	Create and edit change items (change requests, change notices, problem reports, deviations and waivers)	✓	✓
	Create and edit parts and part structures	✓	✓
	Create and manage part structure configurations and baselines	✓	✓
	Create and edit project plans, activities, milestones and action items	✓	✓
	Create and manage team resources	✓	✓
	Create and manage suppliers and supplier parts		✓
	Create and manage complaints, Corrective and preventative actions and non-conformances		✓
	Create and manage security labels and agreements		✓
	Create and manage lot, serial and date effectivities		✓
Web-based Training	Web-based end user training accessible from PTC PLM SaaS services (all user types). Topics include: CAD data management, document management, product structure management, change management and project collaboration & management	✓	✓
Publishing	Creo format publishing (3-D Viewables, PDF, IGES, PDES, STL...) 1 CAD Worker instance is included which supports up to 50 Author Users (additional Creo CAD worker must be purchased for each additional 50 Author users)	✓	✓
	AutoCAD format publishing (No CAD worker required)	✓	✓
	SolidWorks publishing (CAD Worker instance and SolidWorks node-locked license required)		

	(1 SolidWorks CAD Worker instance is required for each 50 SolidWorks Author users)	<i>Additional cost</i>	<i>Additional cost</i>
	NX publishing (CAD Worker instance NX dedicated license required) (1 NX CAD Worker instance is required for each 50 NX Author users)		
	Inventor publishing (CAD Worker instance Inventor node-locked license required) (Inventor CAD Worker instance required for each 50 Inventor Author users)		
	Automated PDF generation using Adobe LiveCycle	<i>Additional cost</i>	<i>Additional cost</i>
<b>Languages</b>	English, French, German, Spanish, Italian, Russian, Korean, Japanese, Chinese	✓	✓
<b>Committed Author minimum</b>	Customers must commit to pay each month for a minimum number of Author users	15 <i>Committed Authors</i>	15 <i>Committed Authors</i>
<b>Storage</b>	Storage included per committed user (Authors & Contributors only)	30 GB	50 GB

Category	Capability	Premium	Enterprise
Supported Configurations	Choose custom version schemes	✓	✓
	Define custom attributes (only for the system supported types)	✓	✓
	Define saved searches	✓	✓
	Define groups, roles and teams with custom access rules	✓	✓
	Define object initialization rules	✓	✓
	Configure lifecycle schemes	✓	✓
	Configure OOTB Navigate view apps for up to 10 roles with OOTB role-based configurations	✓	✓
	Define subtypes with type-specific attributes	✓	✓
Supported Customizations	<b>All customizations must be documented, submitted for review to PTC Cloud Services prior to production release. All customization must comply with Extended Cloud Services (ECS) policies.</b>		
	Custom workflow processes Workflow customizations must be reviewed and accepted by PTC Cloud services. Workflow customizations which create or edit information may not be accepted to prevent a compromise to data integrity and/or security, they should be implemented as custom helper services	✓	✓
	Custom publishing rules Only those publish rules that are created by PS / Partner, in compliance with the OOTB “PublishRulesSchema.xsd” schema, will be accepted, based on review and approval by PTC Cloud Services. Additional information about Publish Rules can be found in the Windchill Help Center.	✓	✓
	Query-builder supported queries	✓	✓
	Customizations using out of the box Info*Engine tasks Customizations using out of the box Info*Engine to create or edit information will be carefully reviewed by PTC Cloud Services and must be approved prior to deployment.	✓	✓
	Custom Navigate Apps (custom mashups)	✓	✓
	Custom Navigate Apps that integrate with other on premise or cloud enterprise systems (e.g., ERP)		✓
	Customizations using custom Info*Engine tasks Customizations using custom Info*Engine to create or edit information will be carefully reviewed by PTC Cloud Services and must be approved prior to deployment.		✓
	Customer directory integrations (e.g., LDAP) There is a cost associated with setting up and maintaining a VPN for this integration.		✓
	Customizations requiring code additions		✓
	Custom Solr indexing policies/rules (default indexing included for all)		✓
	Systems integrations (to on premise or cloud systems) Systems integrations are a supported option but there are additional costs associated with middleware, ESI module, setting up and on-going support of the integrations.		✓
Environments	1 – Dedicated Dev environment (non-scalable, non-clustered) w Creo CAD Worker	✓	✓
	1 – Production environment (scalable, clustered, multi-zone RDS)	✓	✓
Not Supported	<b>The following is not supported for all offerings:</b>		
	Site administration access in production system		
	Full organization administration access in production system		
	Direct application of customizations to production system		
	Custom ThingWorx apps that connect to physical devices		
Optional Services Supported (Fee-based services provided by partner and/or PTC)	Set up Dev/Test clone of production environment	✓	✓
	Data loading (e.g., CAD and document files—partner provided service)	✓	✓
	Content replication (setup of local file servers at other AWS Regions)	✓	✓
Data Extraction	Full File content extraction of all versions	✓	✓
	Full database extraction/dump	✓	✓



## PTC Windchill Quality Management Cloud Offering

Windchill Quality Management (WQM) Cloud is a SaaS offering for bringing medical products to market. The Validation Accelerator Package (VAP) covers the use of the out of the box processes and is built and supported by PTC's third-party validation partner, USDM. User acceptance testing of the system and validation is to be performed by the Customer in coordination with USDM. Any change in scope to the WQM software's intended use is likely to require additional validation effort and may incur additional validation fees.

### **Solution Scope:**

The PTC WQM offering, provides the following processes in a preconfigured, validation-ready Cloud environment:

- Design Control
- Document Control
- CAPA/SCAR
- Nonconformance Management
- Complaint Management

The infrastructure for production use by customers will be hosted at the Amazon Web Services (AWS) Region supported by PTC Cloud nearest to where the order was placed to PTC.

### **Licensing Model:**

WQM Cloud is licensed based on a "Monthly Active User" basis. A Monthly Active User is defined as any unique user who accesses the system during a particular month. A commitment of a minimum of 30 Author users is required for this offering.

There are two types of Licenses: Authors and Contributors. A Contributor user may not be logged into the system for more than forty hours per month and may be subject to limitations in the system on particular functionality that they can access. There is no restriction on the amount of time in a given month or the functionality of the system that the Author user can access.

The standard offering includes two environments, one for development (non-scalable, non-clustered and including a Creo CAD Worker application), and one for production (scalable, clustered, multi-zone RDS).

The standard offering includes one CAD Worker instance which supports up to 30 Author users. Third-party CAD Workers must be quoted separately for each additional CAD tool requiring automated publishing of viewables. The Customer may also be required to secure licensing for 3rd party CAD to support the CAD Worker functions.

### **Service Model:**

The WQM Cloud offering supports additional configuration, customization, and integration capabilities that are available in Windchill. In case of customizations and integrations, the Customer will be required to pay to PTC additional Extended Cloud Service (ECS) fees for run-time support, maintenance and upgrade of such customizations and integrations. Additional information about configuration and customization is provided in the Cloud Configuration table below:

Category	Capability
<b>Supported Configurations</b>  (included as part of offering)	Choose custom version schemes
	Define custom attributes (only for the system supported types)
	Define saved searches
	Define groups, roles and teams with custom access rules
	Define object initialization rules

Category	Capability
	Configure lifecycle schemes
	Define subtypes with type-specific attributes
<b>Customizations</b>	Customizations are not included and are not performed by PTC. Separate Extended Cloud Service contract and fee is required for support of these customizations
<b>Not Supported</b>	Site administration access in production system
	Full organization administration access in production system
	Direct application of customizations to production system
	Custom ThingWorx apps that connect to physical devices
<b>Optional Services Supported Fee-based services provided by a partner and / or PTC</b>	Set up Dev/Test clone of production environment
	Data migration/loading (e.g., CAD and document files—partner provided service)
	Data extraction services (in addition to the end-of-contract data export provided for below)
	Content replication (setup of local file servers at other AWS Regions)

#### **Data Storage Entitlements:**

Each Author user is entitled to use up to 30 GB of storage. Additional storage can be purchased.

#### **Overages:**

- **User Overage:** When more Active Users access the WQM Cloud service than the committed number of users in a month, Customer will be billed for the additional active users in arrears.
- **Data Storage Overage:** When the total storage used by the Customer exceeds the sum total of the storage entitlements of the committed Authors, Customer will be billed overage on the storage in arrears. Customer can buy additional storage separately at additional cost.

**Data Backup:** Application and data managed in the application will be backed up daily and the backups will be made available for recovery for up to thirty (30) days locally and 90 days remotely.

**Data Export:** Upon approaching the end of the Services term (the “Service End Date”), Customer can request up to two data exports: (1) prior to Service End Date an export for purposes of testing the input of that data into Customer’s system, and (2) final export at Service End Date. Customer shall coordinate such requests with PTC. The data export includes the information required to redeploy the software in another environment. Depending on the solution purchased, this may include: Database schema export, Directory LDIF export or similar user list export, Enterprise LDAP LDIF export, External file vault(s) contents. Customer may contract with PTC for additional non-standard data export. Fees are quoted respective of each occurrence. PTC will retain the Customer’s Hosted Data for approximately 30 days following the last extraction, and then another approximately 60 days on backups.



## PTC FlexPLM SaaS and Other Retail SaaS Offerings

### PTC FlexPLM SaaS

The PTC FlexPLM SaaS offering is available in two service packages:

- **PTC FlexPLM SaaS – SMB:** This offering is made available through PTC resellers and provides access to a pre-configured FlexPLM environment. This offering is ideal for smaller customers who have 100 or less internal users and/or who don't need customization. A minimum of 10 internal users is required for this option.
- **PTC FlexPLM SaaS – Enterprise:** This offering provides Customers with a PTC FlexPLM environment that is dedicated to the Customer, supports the deepest possible levels of customization and that supports integration with external on-premise and cloud systems such as ERP and CRM.

Additional information about the capabilities is set forth in the table on the following page.

The FlexPLM “External Capacity User” license, which is available for both service levels, may be assigned only to users who are vendors, third parties and others external to the Customer and its affiliates (“External Users”). External User licenses may be reassigned to another External User at no additional license fee, except that an External User license may not be used by more than one External User during any calendar month.

Registered Users of FlexPLM also receive entitlements to use certain role-based applications (e.g., the FlexPLM TechPack Access App). These applications are limited to use by Registered Users of FlexPLM and may only be used for the following purposes:

- to execute applications to view, print, create, and/or update information from solutions sold by PTC and delivered through the components bundled with the role-based applications.
- to install the ThingWorx server for the sole purposes of accessing FlexPLM data as applicable to the role-based applications and configuring details required for the role-based applications.

Overage Fees: PTC will count Customer usage of SaaS services on users' access – i.e. number of unique users who login to the system in a given month. Overages beyond the quantity purchased will be charged based on overage fees specified in the Quote in accordance with the GSA Pricelist.

Data Export: Upon approaching the end of the Services term (the “Service End Date”), Customer can request up to two data exports: (1) prior to Service End Date an export for purposes of testing the input of that data into Customer's system, and (2) final export at Service End Date. Customer shall coordinate such requests with PTC. The data export includes the information required to redeploy the software in another environment. Depending on the solution purchased, this may include: Database schema export, Directory LDIF export or similar user list export, Enterprise LDAP LDIF export, External file vault(s) contents. Customer may contract with PTC for additional non-standard data export. Fees are quoted respective of each occurrence. PTC will retain Customer's Hosted Data for approximately 30 days following the last extraction, and then another approximately 60 days on backups.

PTC FlexPLM SaaS Offerings – Included Capabilities		
Capability	SMB	Enterprise
Create and manage seasons, including the ability to copy, carryover, and move products and colorways from season to season	✓	✓
Create and manage Season Plans (aka assortment plans) and placeholders. Associate products to placeholders and adopt the associated products		✓
Create and manage product development tasks and milestones via calendar templates, calendar instances, and calendar dashboards	✓	✓
Create and manage season line boards	✓	✓
Create and manage products and their colorways	✓	✓
Create and manage colors	✓	✓
Create and manage materials, their suppliers, their color combinations, and their pricing.	✓	✓
Create and manage palettes and associate colors & materials to palettes	✓	✓
Create and manage suppliers	✓	✓
Create and manage change activities		✓
Create and manage environmental sustainability via product analytics (incurs additional costs)		✓
Create and manage documents and image pages	✓	✓
Create and manage product imagery via Adobe Illustrator integrations (incurs additional costs)	✓	✓
Create and manage product specifications, including Sizing, BOMs, Measurements, and Construction information. Generate Tech Packs from product specifications	✓	✓
Create and manage product and material samples	✓	✓
Create and manage 3D CAD documents and engineering parts and product structures		✓
Create and manage product sourcing configurations	✓	✓
Create and manage product cost sheets	✓	✓
Create and manage product & material test specifications and results		✓
Storage included	2 GB per Registered User	2 GB per Registered User
Ability to customize system look & feel and/or application logic		✓

## **PTC Canvas SaaS**

The PTC Canvas SaaS offering is available in three different service packages:

- **PTC Canvas – Core Capabilities:** This offering provides access to PTC’s Canvas application. Canvas is a concept management and collaboration offering that allows retailers and brand owners to capture ideas, trends, and other product development information and share those ideas with internal and external users.
- **PTC Canvas – Trend Packs:** This offering provides access to trending imagery from social media platforms. The imagery is provided within Canvas and can be tailored to a retailer or brand owner’s specific needs.
- **PTC Canvas – Advanced PLM Integration:** This offering provides the ability for Customers using Canvas to retrieve data from a connected FlexPLM environment and create data in FlexPLM using Canvas as the means to capture that data initially.

All of the PTC Canvas service packages specified above are sold on the basis of the number of users who access such service package in a given month. Additional information about the capabilities is set forth below:

### **PTC Canvas – Core Capabilities**

- Create projects and boards within a project
- Upload images and video to boards
- Add web page hyperlinks to boards
- Create text and other annotations (e.g. drawn shapes) within boards
- Create color swatches within boards
- Share boards with internal and external users
- Create discussions with users to review feedback at project, board, and board item levels
- Review streams of trending imagery (aka Trend Streams) from social media platforms. Several streams will be provided out of the box. Streams feature is only accessible by internal users. Images from streams can be placed into boards.
- Export boards to PDF
- Export boards to a connected FlexPLM environment, where each board will be represented as an Inspiration Page within FlexPLM.

#### Storage:

- 2GB of storage is provided per user

### **PTC Canvas – Trend Packs**

Trend Packs are packs of four tailored Trend Streams and Customer must pay the per Trend Pack fee for each user leveraging any of the tailored Trend Streams within a Trend Pack in the applicable month. Tailored Trend Streams are streams that are customized to show imagery based on a category or topic provided by the Customer. For example, a Customer may want to see trending imagery for sports-related performance outerwear. In this case, a tailored Trend Stream would be created that collects relevant images and that Trend Stream would be delivered to the Customer via Canvas.

PTC will work with a Customer to establish a tailored Trend Stream and then refine that Trend Stream over a three-month period. During this period, the Customer can provide feedback to PTC that enables PTC to adjust the image search mechanism so it can provide more relevant images. No adjustments to the tailored Trend Streams will be made after the end of the three-month period. If Customer desires additional or different Trend Streams, additional Trend Packs would need to be purchased.

As an example of how usage is counted for Trend Packs, if a Customer purchases one Trend Pack and, in a given month, each of the four Trend Streams in such Trend Pack has 10 unique active users, Customer would need to pay for (either as committed users or as overage users) forty active users.

### **PTC Canvas – Advanced PLM Integration**

- Retrieve data (e.g. Materials, Colors) from a connected FlexPLM environment for use on a board
- Create data (e.g. Products) in a connected FlexPLM environment from within Canvas

## Cloud Migration Service for PLM

Cloud Migration Service (CMS) for PLM is a service to migrate to PTC Cloud the Customer's on premise Windchill or FlexPLM deployment with its configurations, customizations, integrations as-is, along with its data and database. PTC has standard offerings for this service if Customer meets the parameters specified below. Outside of these parameters, PTC and Customer would need to agree to a Statement of Work (and associated services agreement) for the migration services.

### Approach:

This service requires coordination and participation from PTC Cloud and the Customer's teams in sharing the application knowledge, system details, and in performing user acceptance testing and end user communication in a timely manner. The PTC Cloud team will lead the migration project and work in accordance with PTC's five-stage Cloud Migration Service best-practice approach. The scope of the migration project will be defined based on the Windchill deployment assessment PTC carried out as part of the 'Assess' phase of the Cloud Migration and will be executed under the following work streams: Assess, Export, Migrate, Validate, Go-Live (including Post Go-Live Support).

**Assumptions:** CMS for PLM is provided solely under the following assumptions:

- 1) The Customer's current on premise instance of PTC software is an actively-supported version of such product. Upgrades are outside the scope of these services.
- 2) The migration will be of the modules deployed on premises. Addition or deletion of modules is outside the scope of these offerings.
- 3) Customer will execute a scan of its on-premise instance by running the WinDU tool and share the report with PTC. If the WinDU report generates failed (red) tasks and potential problem (yellow) tasks, Customer will be required to apply the best practice recommendations to "clean" its instance prior to start of the Cloud Migration Export phase.
- 4) Customer will provide a clean export of its Windchill environment to PTC following the instructions, in the media provided by PTC Cloud team.
- 5) Customer will provide approval to send the data to the PTC cloud environment in the PTC-approved media.
- 6) Customer is responsible to ensure all customizations and integrations are cloud ready, provide PTC with build package, installation instructions, configuration documentation, supporting requirements and user acceptance test (UAT) documentation of the custom components.
- 7) Data scrubbing is outside the scope of these CMS for PLM services.
- 8) Customer will not add data in excess of 10% more than the initial export during the migration process.
- 9) All data in end user Workspaces will be checked in by Customer prior to final export for production go-live.
- 10) Remote File Server (RFS) will be located at the nearest PTC supported AWS Region.
- 11) Customer will provide required third party software licenses as needed for the service.
- 12) All documentation PTC requires related to Customer's system configuration, customization requirements and functional specifications, and UAT protocol will be provided by Customer to PTC in Microsoft Office product formats
- 13) Communications to end users about the system migration and required preparation will be managed by the Customer, after taking into account PTC's suggestions and guidance.

### Pricing and Duration

Cloud Migration Services for PLM are priced based on the Windchill configuration, number of customization and integrations of the on premise deployment and other parameters specified in the table below. During the Assess Phase, PTC will categorize the Customer based on the following criteria. The Out-of-the-Box (OOTB) offering is provided free of charge to any existing Customer migrating its qualifying environment to PTC Cloud Services offerings. The other offering levels must be purchased by Customer.

Parameters	OOTB	Level 1	Level 2
LDAP Integration/SSO <sup>1</sup>	Included	Included	Included
CREO CAD Worker	Included	Included	Included
3 <sup>rd</sup> Party WGM, Worker	Cloud Supported	Cloud Supported	Cloud Supported
Customizations <sup>2</sup>	Up to 5	Up to 25	Up to 50
Integrations <sup>2/3</sup>	LDAP Only	Up to 2	Up to 4
Cognos Reporting	OOTB	OOTB	OOTB
Remote File Server (RFS) <sup>4</sup>	None	Up to 2	Up to 4
Production Server	1	1	1

1. LDAP integration moved as-is today. Changes in LDAP structure are outside the scope of the defined offerings above, and would require PTC and Customer to agree to a Statement of Work for the migration services.
2. It is Customer's responsibility (and PTC has no responsibility) for the following:
  - The quality of the code of the customizations
  - Requirements and design documentation
  - Test scripts documentation
  - Test results on the on-premise, deployed Windchill version
3. Integration to 'a' system. For OOTB, one integration to support a Corporate LDAP only.
4. Remote File Servers are available at PTC-supported AWS regions. If Customer installs Remote File Server at any other location (e.g., at Customer's premises), that would not qualify for any of the above offerings.

#### General Terms and Conditions for CMS for PLM Services

1. The PTC entity as set out in 10 a) of the Services Terms or the Additional/Different Cloud/SaaS Terms for Customers Outside of the United States of America ("PTC") will provide the CMS Success Services to Customer and the respective law specified there shall apply.
2. PTC may provide the CMS for PLM migration services subject to the conditions and assumptions as set out herein and shall invoice Customer as specified in the applicable PTC Quote. PTC reserves the right to subcontract or delegate the performance of services to a third party, provided PTC remains responsible for the actions of the third party.
3. The processing of personal data by PTC for Customer shall be governed by the terms of the PTC Privacy Policy attached hereto.
4. The CMS for PLM migration services will be deemed to be accepted upon completion, at the latest upon expiration of an evaluation period of five (5) business days after the respective delivery, unless Customer provides PTC beforehand with a written notice specifying the reasons of non-acceptance (material reasons only). The warranty period following Customer's (deemed) acceptance shall be 30 business days.
5. PTC shall be liable only in the event of willful misconduct or gross negligence in accordance with applicable law. PTC shall not be liable for any special, incidental, punitive or consequential damages, including without limitation lost profits, lost savings or damages resulting from the loss or use of data or from project delays attributable in any manner to the performance of the Services. In no event shall PTC's liability for damages hereunder exceed the charges paid or payable for the service giving rise to such damages. Customer is responsible for creating and maintaining current and complete back-up files for any Customer data and programs that may be affected by PTC's performance of the services. PTC shall not be responsible for the protection or loss of Customer data or information. PTC's statutory liability for injury to life, body and/or health, fraud, and for the malicious concealment of defects, shall remain unaffected. Section 9(c) of the Services Terms shall apply.
6. Excusable delays shall be governed by FAR 52.212-4(f).



## SPM SaaS Offering

SPM SaaS is offered as six packages that address three market segments, as specified below. A Customer is required to license only one package as the functionality is cumulative (e.g. Advanced includes all Foundation features plus more).

A brief description of each package is provide below.

- Servigistics SaaS SPM Commercial Foundation - Base SPM package for non-FA&D customers including High Tech, Medical, Auto, Heavy Equipment, etc.
- Servigistics SaaS SPM Commercial Advanced - Advanced Package for non-FA&D customers including High Tech, Medical, Auto, Heavy Equipment, etc.
- Servigistics SaaS SPM Commercial Aviation Foundation - Base SPM package for Commercial Aviation customers
- Servigistics SaaS SPM Defense Foundation - Base SPM package for Defense customers including government and other PBL based businesses
- Servigistics SaaS SPM FA&D Advanced - Advanced Package for all FA&D customers (Commercial Airlines and Defense)
- Servigistics SaaS SPM Premium - Premium SPM Package for customers in all industries

### Solution Scope:

Servigistics SaaS SPM Commercial Foundation	Servigistics SaaS SPM Commercial Aviation Foundation	Servigistics SaaS SPM Defense Foundation	Servigistics SaaS SPM Commercial Advanced	Servigistics SaaS SPM FA&D Advanced	Servigistics SaaS SPM Premium
Forecasting Optimization (MEO) Order Planning Last Time Buy (LTB) Insight Dashboards Global Part Chains	Forecasting (including Schedule Events) Optimization (MEO) Order Planning Last Time Buy (LTB) Insight Dashboards Global Part Chains	Forecasting (including Schedule Events) Optimization (MEO and ASO) Order Planning Insight Dashboards Global Part Chains	Commercial Foundation Plus: Advanced Forecasting, Advanced MEO Advanced Order Planning Cluster Based LTB Local Part Chains Connected SPM Network Optimization Service Parts Pricing	Commercial Aviation Foundation Plus: Advanced Forecasting Advanced MEO and ASO Advanced Order Planning, Cluster Based LTB Local Part Chains Connected SPM Network Optimization	All features including: Service Parts Pricing ASO K-Curve

### Licensing Model:

SPM SaaS is licensed based on one of two variables, PMI or PXL.

“PMI” is defined as Inventory Under Management and is the value of the service parts inventory that the Customer will manage in the system. This offering is priced in blocks of US\$1 million (or such other currency as may be specified in the Quote), with each quantity unit ordered representing US\$1 million of Customer inventory.

“PXL” is defined as Parts multiplied by Locations where Parts are the total number of part numbers and locations are the total number of stocking locations that the customer has. This offering is priced in blocks of 50,000 PXL.

There is a third variable that is not directly used to price the offering, but can act as a constraint/limit to the pricing. This variable is Part/Location pairs (PLP).

“PLP” is defined the quantity of Part/Location Pairs (part at a location) planned in the system. Each part has the potential to be planned at one or more locations in the network/hierarchy. In SPM forecasting and planning are done for each part at each location where it has been used in the past (demand) or is anticipated to be used in the future (forecast). The total number of PLPs is a factor in system processing and environment sizing.

The standard offering includes two environments: one for testing and one for production.

### Service Model:

The SPM SaaS offering supports additional configuration, customization, and integration capabilities. In case of customizations and integrations, the Customer will be required to pay to PTC additional Extended Cloud Service (ECS) fees for run-time support, maintenance and upgrade of such customizations and integrations.

## System Sizing and Data Storage Entitlements:

For PMI Based Pricing, regardless of package purchased, there is a limit to the number of PLPs that can be managed in the system based on the inventory tier. There is also a storage allocation for each of the PMI tiers. Details below:

	PMI (\$M USD)				
	0-24	25-50	51-100	101-200	201+
PLPs	Up to 1,000,000	Up to 1,000,000	1,000,0001 – 3,000,000	3,000,0001-9,000,000	9,000,0001-16,000,000
Storage (GB)	500	500	1,000	2,000	3,000

**Data Storage Overage:** When the total storage used by the Customer exceeds the storage entitlement, Customer will be billed overage on the storage in arrears. Customer can buy additional storage separately at additional cost.

Set forth below are certain limits on Customer's use of the SaaS System. Customer may not exceed any of these constraints.

Feature	Area	Variable	Commercial Foundation	Commercial Aviation Foundation	Defense Foundation	Commercial Advanced	FA&D Advanced	Premium
General	All	PLP count	see below	see below	see below	see below	see below	see below
Concurrent users	All	number of concurrent users	150	150	150	150	150	150
Demand Management	SPM/SPP	history slices*PLPs * number of demand streams	600M	600M	600M	600M	600M	600M
Forecasting - General	SPM/SPP	forecast slices*PLPs* number of forecast streams	300M	300M	300M	300M	300M	300M
Inventory Optimization	SPM	IO scenarios*periods*PLPs	1000M	1000M	1000M	1000M	1000M	1000M
Time phased supply planning	SPM	time-phased PLPs * planning horizon	100M	100M	100M	100M	100M	100M
Order Planning	SPM	max (levels in part chain + location echelons)	100	100	100	N/A	N/A	N/A
Order Planning	SPM	max (parts in largest part chain * # locations in largest location echelon)	25,000	25,000	25,000	N/A	N/A	N/A
Interactive and Order Planning	SPM	max (levels in part chain + location echelons)	N/A	N/A	N/A	100	100	100
Interactive and Order Planning	SPM	max (parts in largest part chain * # locations in largest location echelon)	N/A	N/A	N/A	25,000	25,000	25,000
Causal Forecasting	SPM	product*bom size(parts on BOM)*install sites	1000M	1000M	1000M	1000M	1000M	1000M
Causal Scenarios Forecasting	SPM	number of Causal scenarios * product * avg bom * installsites	1000M	1000M	1000M	1000M	1000M	1000M
Scheduled Event Forecasting	SPM	products*events*avg event BOM size*installsites	N/A	500M	500M	500M	500M	500M
Price Streams and Offsets	SPP	PLPs*number of pricing streams	N/A	N/A	N/A	300M	N/A	300M
Pricing Monthly Financials	SPP	history slices*PLPs*number of pricing streams	N/A	N/A	N/A	600M	N/A	600M
Utilization Forecast	CSPM	Assets*causal factors*number of events	N/A	N/A	N/A	60M	60M	60M
Life Limited Parts Forecast	CSPM	number of Serial numbers*causal factors	N/A	N/A	N/A	1M	1M	1M

**Concurrent Users** – The number of users actively using the system at the same time.

**Demand Management** – Demand history is summarized in slices. Slices are monthly or weekly but the same for all PLPs.

**Forecasting – General** – Forecast slices are monthly or weekly and will be the same as the Demand slices. The number of Forecast Streams will align with the number of Demand Streams.

**Inventory Optimization** – Periods are typically months. The planning horizon determines how far into the future (weeks or months) that supply planning is calculated.

**Time-Phased Supply Planning** - Trigger-Based Supply planning is the other option. The planning horizon determines how far into the future (weeks or months) that supply planning is calculated.

**Order Planning** – Part chains have a minimum of 2 levels and no maximum. Foundation packages include Global Part Chain Feature while Advanced and Premium packages include Global and Local Part Chain Features. With Local Part Chain Feature not all Part Chains will apply to all location echelons.

**Interactive Planning** – This feature is only available in Advanced and Premium Packages. The variable and constraint is the same as for Order Planning.

**Causal Forecasting** – Causal Forecasting uses information about the install base (products, product bills-of-material (BOM), and install sites). The number of products, the number of parts on each BOM and the number of customer locations where products are tracked impacts processing.

**Causal Scenario Forecasting** – Causal scenarios allow for different versions of forecasts to be simulated.

**Scheduled Event Forecasting** – Schedule Event Forecasting uses information about planned events (ex. Maintenance). Products, event bills-of-material (BOM), and event schedules, and customer locations drive these forecasts and system processing.

**Price Streams and Offsets** – Price streams are used to model price levels for a part/location combination. Price streams are the same for all PLPs.

Pricing Monthly Financials – Demand history is summarized in slices. Slices are monthly or weekly but the same for all PLPs.

Utilization Forecast – Assets are not serialized. Utilization is forecasted based on historical events for one or more causal factors.

Life Limited Parts Forecast – Forecasts are generated at the serial number level for each causal factor.

Data Backup: Application and data managed in the application will be backed up daily and the backups will be made available for recovery for up to thirty (30) days from local copy and 90 days from remote copy.

Data Export: Upon approaching the end of the Services term (the “Service End Date”), Customer can request up to two data exports: (1) prior to Service End Date an export for purposes of testing the input of that data into Customer’s system, and (2) final export at Service End Date. Customer shall coordinate such requests with PTC. The data export includes the information required to redeploy the software in another environment. Depending on the solution purchased, this may include: Database schema export, Directory LDIF export or similar user list export, Enterprise LDAP LDIF export contents. Customer may contract with PTC for additional non-standard data export. Fees are quoted respective of each occurrence. PTC will retain the Customer’s Hosted Data for approximately 30 days following the last extraction, and then another approximately 60 days on backups.

## Service and Parts Information SaaS Offering

The PTC Service & Parts Information SaaS offering is an integrated approach to providing PTC's world class Service & Parts Information solution in a software as a service (SaaS) model.

The offering is currently available only for the PTC Servigistics InService product (InService). The InService SaaS offering is focused on service and parts content delivery using the InService application. The offering is based on a pre-defined configuration. Customers can load service and parts information content from existing authoring / content management systems to InService using standard product loaders and deliver the information to the service network in a consolidated manner.

The offering includes a remote training/mentoring session with a PTC subject matter expert to help train the Customer administrator(s) on system administration, how to prepare the service information for loading and personalize the application for the company specific branding. This training/mentoring session supports the loading of 1 product, up to 500 service documents, and up to 5,000 individual part entries. Additional support, or integrations with other systems, can be contracted upon mutual agreement.

The InService SaaS offering is currently hosted in the following regions. The hosting location in case of global user distribution will be the closest, supported AWS region where the most number of users are located. Pricing is based in part on the hosting location, and so if Customer would like to elect a different hosting location than what was originally quoted, additional fees may be required.

- North America – East (Virginia), West (Oregon)
- Dublin, Ireland
- Frankfurt, Germany
- Tokyo, Japan
- Singapore
- Sydney, Australia

The InService SaaS foundation includes hosting of one high availability clustered deployment for production InService environment and a scaled down split deployment sandbox environment for training, testing, development and other non-production purposes.

The licensing model of this offering is based on an initial foundation purchase that includes a specified number of Registered Users. Additional Registered Users may be purchased, either on a committed basis or as overage.

In addition, Customer may purchase Login Events for Public Users, both of which are defined below.

Also, the InService SaaS foundation includes an allocation of data storage. Additional data storage may be purchased, either on a committed basis or as overage.

There are also limits in the offering on data transfer rates for data being downloaded from the offering. The standard offering allows for 3 TB of data transfer per month. Additional data transfer capacity may be purchased, either on a committed basis or as overage.

Overage for Registered Users is measured on a monthly basis. Overage for Login Events is measured on an annual basis.

**Registered User** – The Service may only be used by individual, named registered users on a password basis. The Customer may add and/or substitute from time to time new registered users as long as the aggregate number of registered users does not exceed at any point in time the number of licenses in effect at such time for that particular product and, provided further, that if a person who was previously a registered user returns to registered user status, a new license fee must be paid to PTC at PTC's then current GSA rates. A license is required for each individual who accesses a Registered User product or the data contained therein, whether directly or through a web portal or other mechanism for "batching" or otherwise achieving indirect access to the Licensed Product or such data. Generic or shared log-ins are not permitted.

**Public User** – A user of the InService SaaS offering who is not a direct member of Customer's service network. Service network includes but is not limited to Customer's direct service technicians, authorized dealers and service providers.

**Login Event** – A login event is an act by a Public User of authenticating with the user credentials to get access to the InService SaaS offering.

**Data Export**: Upon approaching the end of the Services term (the "Service End Date"), Customer can request two data exports: (1) prior to Service End Date an export for purposes of testing the input of that data into Customer's system, and (2) final export at Service End Date. Customer shall coordinate such requests with PTC. The data export includes the information required to redeploy the software in another

environment. Depending on the solution purchased, this may include: Database schema export, Directory LDIF export or similar user list export, Enterprise LDAP LDIF export, data directory contents. Customer may contract with PTC for additional non-standard data export. Fees are quoted respective of each occurrence. PTC will retain Customer's Hosted Data for approximately 30 days following the last extraction, and then another approximately 60 days on backups.



## **Internet of Things Cloud Offerings**

ThingWorx hosted offerings are priced on the same basis as on-premise licenses, as specified in the PTC Licensing Basis Table (available at <http://www.ptc.com/legal-agreements/on-premise-license-agreements> and attached hereto). However, notwithstanding anything to the contrary in the Licensing Basis Table, only one Instance is provided for non-production purposes, unless additional non-production Instances are purchased.

## Creo in the Cloud Offerings

Creo in the Cloud is an integrated approach to providing the full capabilities of PTC's world class CAD software as a service (SaaS) in a secure and highly available infrastructure.

### Licensing Model:

The Creo in the Cloud software is licensed on a registered user basis, meaning that each individual who is authorized to access the service needs to be assigned their own unique log-in and counts towards the number of users in the system. The registered user licenses will be purchased with the following attributes (as specified in the product description of the PTC quote): (i) package type (Engineer IIIc or Engineer IVc), (ii) instance type (Pro 16GB or Air 8GB), and (iii) number of committed monthly Hours per registered user. An additional attribute is the data center location that the registered user is connected to (determined as specified below).

This is a SaaS offering, and the Customer's access to the software is solely via the PTC hosted system. Customer may not use license files or licenses that it purchases independently of this offering in connection with the Creo in the Cloud offering.

Engineer IIIc and Engineer IVc. These registered user packages have the following capabilities included:

Package Entitlements	Engineer IIIc	Engineer IVc
Creo Parametric	✓	✓
Flexible Modeling	✓	✓
Manikin	✓	✓
Advanced Assembly	✓	✓
Behavioral Modeling	✓	✓
Mechanism Dynamics	✓	✓
Interactive Surface Design	✓	✓
Piping & Cabling	✓	✓
Simulation		✓
Tolerance Analysis		✓
Mathcad		✓
Storage Allocation (10 GB/User)	✓	✓

### Allocation and Calculation of Hours:

- There will be aggregate pools of Hours for registered users who are connected to the same data center and on the same instance type (all registered users in the same data center and on the same instance type being part of the same "Group"). If the number of Hours used by such Group in a contract year exceeds the aggregate number of Hours purchased by Customer for such Group, Customer will be charged for the overage.
- Thus, for example, if Customer has 20 registered users (half Engineer IIIc and half Engineer IVc) connected to the US data center on Pro 16GB, and Customer has committed to 30 Hours per month per registered user, such Group can use up to 7,200 Hours in a contract year, and any number of Hours used above such amount will be charged as overage. However, if half of those registered users are instead connected to the EU data center or are instead on Air 8GB, then those users would be in a different Group, and each Group would be able to use up to 3,600 Hours in a contract year.
- Hours may not be shared among different Groups of registered users.
- "Hour" is defined as follows:
  - Hours are measured in full hour increments.
  - Hours are consumed when an instance type is turned on, regardless of whether the registered user is connected for the full hour or just a part of the hour.
  - Thus, for example, a registered user who accesses the system for five minutes will consume a full Hour. However, if the instance such registered user is accessing is within that hour accessed by the same or another registered user, then such registered user will continue in the Hour previously activated. For example, if registered user #1 accesses an instance for 10 minutes and then logs off, and registered user #2 logs on during the remainder of that hour, registered user #2 will be connected to the same instance and, unless registered user #2 goes beyond the remainder of that hour, no additional Hour will be consumed.
- Unused Hours in a contract year may not be rolled over from one year to the next.

Storage Entitlements: Each registered user may use up to 10 GB of storage space. Storage allocation that is not used by one registered user may not be used by other registered users. Files may be saved outside of the Creo in the Cloud offering in order to minimize storage usage.

Data Backup: Storage will be backed up daily and the backups will be made available for recovery for up to seven (7) days. This requirement supersedes anything to the contrary in the PTC Cloud/SaaS Security and Support document.

Overage Rates:

- User Overages:
  - Where more registered users of a particular type (e.g., Engineer IIIc on Pro 16GB in the US data center) access the system than purchased in a given month, Customer will be billed for the additional registered users at the same per user fee as the committed amount, or if no registered users were purchased for that geography, then the overage fee will be PTC's then-current applicable fee for that geography listed in the GSA Pricelist. Thus, for example, if Customer bought ten Engineer IIIc on Pro 16GB in the US data center and had eleven registered users of that type access the system, Customer will be billed for an additional registered user with the same number of committed Hours, regardless of the number of Hours actually used by that registered user.
  - If there are two package types on the same account, Customer will be charged overage at the higher package rate. For example, if Customer purchases five Engineer IIIc and five Engineer IVc users and puts them all in the same account, if an eleventh user accesses the system, the overage fees for that user will be presumed to be Engineer IVc.
- Hour Overages:
  - For Hour overages among a Group of registered users, the excess number of Hours will be billed at the overage rate specified on the PTC quote in accordance with the GSA Pricelist.
  - For example, if Customer has a Group of registered users who together are allocated 100 Hours in a given contract year, but use 105 Hours in such year, Customer will be billed for the additional 5 Hours.
  - As another example, if Customer has ten Engineer IIIc on Air 8GB in the US data center, and Customer sets up a registered user on the Pro 16GB instance, then all of such registered user's Hours are overage Hours because Customer did not purchase Pro 16GB Hours.
- Data Storage Overage: Data storage overage will not be possible. That is, the system will not permit a registered user to exceed the the number of GB of storage purchased for that registered user.

Geographical Limitation:

- The pricing for each registered user is based in part on which data center (US, European Union, Japan or Asia Pacific) such registered user is connected to. The data center used will be based on the currency in which the registered user is quoted. For example, a registered user quoted in US dollars will only be entitled to access the PTC US data centers.

Creo Extensions: Creo extensions are licensed on a concurrent or node locked basis, as specified in Customer's Quote. Concurrent-licensed extensions are priced for either one-country or global usage, also as specified in Customer's Quote. When the Creo extensions are licensed for global usage, in each PTC data center the Customer is authorized to access PTC will install and make available to Customer the full number of floating extensions purchased. It is Customer's responsibility to manage the usage of global extensions to ensure that the number of Customer users accessing the global extensions do not at any given time exceed the number of concurrent licenses purchased.

Data Export: The design data and other information created in Creo in the Cloud is stored in the 10 GB user specific persistent storage attached to the user account or Windchill PDMLink deployed on premise or in the PLM Cloud managed by PTC. Upon approaching the end of Services term (the "Service End Date"), Customer can copy the persistent storage data from each user's persistence storage area to their company network drive. If data is managed in Windchill PDMLink on premise they have complete access and control over the data and if in PLM Cloud they will adhere to the PLM Cloud data export policies. PTC will retain Customer's Hosted Data for 7 days following the Service End Date.

## Creo AR Design Share

Creo AR Design Share is a product that enables Creo users to publish models directly from Creo to a PTC-hosted server to be consumed as an Augmented Reality experience through the use of ThingWorx View.

Product	Availability	Publishing Admins	Publishers	Published models allowed	Control
Creo AR Design Share - free	Free to every seat of Creo 4.0 M010+	1	1	5	<ul style="list-style-type: none"> <li>Only 5 models can be hosted on free experience server at one time and each will expire 6 months after it is published</li> <li>Customer has no control over deleting published models; when the sixth model is published, the oldest published model hosted on the server will be automatically deleted</li> <li>Once published, the model is viewable by anyone. There is no password or other protection.</li> </ul>
Creo AR Design Share - Individual	For purchase with Creo 4.0 M040+	1	1 (same person as Admin)	10	<ul style="list-style-type: none"> <li>Admin/Publisher has full control over the published models, and can delete any models at any time</li> <li>Access to published models can be restricted by the Admin/Publisher</li> </ul>
Creo AR Design Share - Enterprise	For purchase with Creo 4.0 M040+	1	Unlimited	50	<ul style="list-style-type: none"> <li>Admin has full control over all account models, and can delete any models at any time</li> <li>Publishers have full control over models they have published, and can delete any models they published at any time</li> <li>Admin can add/delete any Publisher at any time</li> <li>Access to published models can be restricted by the Admin/Publisher</li> </ul>



## PTC Cloud/SaaS Services Terms and Conditions

These Cloud/SaaS Services Terms and Conditions (“Services Terms”) set forth the terms and conditions pursuant to which PTC provides Cloud Services and/or SaaS Services (collectively, “Services”) to the Ordering Activity under GSA Schedule contracts (“Customer”), as specified in a quote from PTC or a PTC Reseller to Customer that references these Services Terms (“Quote”). Capitalized terms used in this Agreement but not defined in the body of these Services Terms have the meanings set forth in Exhibit A.

### 1. Documents Making Up this Agreement

This agreement (“Agreement”) consists of the following documents:

- The Quote
- The Cloud and SaaS Offering Specific Provisions and the Licensing Basis Document
- Additional/Different Cloud/SaaS Terms for Customers Outside of the United States of America
- These Services Terms
- The PTC Services Security and Support Document

In the event of conflict between the above documents, the documents higher in the list above shall supersede those lower in the list.

### 2. Services

(a) Services. During the Service Period PTC will: (i) manage the Hosted Software and the Hosted Data on the Hosted System and make it available to Customer via remote internet access, and (ii) allow Users to access and modify the Hosted Data, and store additional Hosted Data, through Customer’s use of the Hosted Software. If a Quote identifies a Service or environment as being “developer”, “development”, “sandbox”, “demo”, “evaluation” or similar non-production service or environment, then Customer will use such Service or the applicable environment only for non-production purposes.

(b) Use of the Services. Customer may access and use the Services only to the extent of authorizations acquired by Customer, as specified in the Quote. Customer is responsible for use of the Services by all Users that access the Services with Customer’s account credentials. The Services may not be used for unlawful, obscene, offensive or fraudulent content or activity. If there is a complaint or notice of violation, use and access may be temporarily suspended until resolved. Customer shall not and shall not permit any third party(ies) to: (i) use the Services, or permit them to be used, for third-party training, to deliver software implementation or consulting services to any third parties, or for commercial time-sharing or service bureau use; or (ii) copy, download or otherwise reproduce the Hosted Software in whole or in part.

### 3. Availability SLA

(a) PTC shall monitor the availability of the Hosted System 24/7. The availability of the production environment(s) of the Services will be 99.5% of each calendar quarter, excluding Excused Downtime.

(b) PTC’s and its licensors’ entire liability and Customer’s exclusive remedy for any breach by PTC of the obligation in Section 3(a) shall be to credit to Customer a portion of its fees for the quarter during which such breach of obligation occurred, which credit shall be equal to the fees under this Agreement for such quarter multiplied by the Downtime Percentage. Such credit will be applied against any outstanding or future fees due under these Service Terms during the then current Service Period. If Customer fails to make a written request for a credit under this provision within ten business days after the end of the applicable Transaction Outage, no credit shall be due to Customer.

### 4. Fees, Billing and Payment

(a) Committed Fees. Customer shall pay PTC (through Contractor) the committed fees (e.g., the set-up fees and the committed recurring fees) specified in the Quote in accordance with the GSA Pricelist.

(b) Overages. PTC shall measure Customer’s usage of the Services (e.g., number of Users by User type, amount of inventory managed, or such other fee basis as is applicable to the Services purchased by Customer) on a monthly basis. If the peak usage exceeds the quantity purchased, Customer shall be invoiced and shall pay within thirty days of receipt of invoice the applicable monthly fee for such excess usage as set forth in the Quote in accordance with the GSA Pricelist.

(c) Storage Overage. PTC shall monitor Customer’s Storage. In any month where Customer’s peak Storage exceeds the committed Storage amount, Customer shall be invoiced the applicable fee(s) for the Storage overage at the rates specified in the Quote in accordance with the GSA Pricelist.

(d) Taxes. PTC shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

(e) Overdue Amounts. Customer shall pay interest at the rate set forth in the Prompt Payment Act on all sums due under this Agreement which remain unpaid thirty (30) days after due, such interest to commence on the due date.

(f) Purchase Orders. Other than the line items that serve to order the Services, in no event shall any other terms of any purchase order or other document issued by the Customer modify or become part of



this Agreement or become binding on PTC, unless expressly agreed to in writing and signed by both parties.

**5. Indemnification.** PTC, at its own expense, will defend any action brought against Customer based on a claim that the Services and/or Hosted Software infringe a third party patent, copyright or trademark and, at its option, will settle any such action or will pay any final judgment awarded against Customer, provided that: (i) PTC shall be notified promptly in writing by Customer of any notice of any such claim; (ii) subject to the authority of and in cooperation with the Department of Justice, PTC shall have the control of the defense of any action on such claim and all negotiations for its settlement or compromise and shall bear the costs of the same; and (iii) Customer shall cooperate fully at PTC's expense with PTC in the defense, settlement or compromise of such claim. If a claim described in this Section 5 occurs or, in PTC's opinion, may occur, PTC may terminate the Services and grant Customer a credit equal to the unused, prepaid Services fees paid for the applicable terminated portion of the Services. This Section 5 states PTC's sole and exclusive liability, and Customer's sole remedy, for any and all claims relating to infringement of any intellectual property rights. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

**6. Ownership and Confidentiality.** Ownership of the Hosted Software and Services, any related documentation, copies, modifications and derivatives of the foregoing or documentation (in whole or in part), and all related copyright, patent, trade secret and other proprietary rights, are and will remain the exclusive property of PTC and/or its licensors. Customer shall not and shall not attempt to (a) reverse engineer the Hosted Software or derive its algorithms from its use; (b) create derivative works of the Hosted Software; or (c) authorize or permit a third party to access the Services using Customer issued logins or passwords. All non-public information regarding the Hosted Software and its performance, including any analyses and benchmarking that Customer may perform, shall be deemed the confidential information of PTC and Customer shall not disclose to any third party or use for any purpose other than exercising its rights hereunder. PTC recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

## **7. Hosted Data**

(a) PTC shall take commercially reasonable steps, or cause such commercially reasonable steps to be taken, designed to prevent security breaches. Customer agrees that the Hosted Data will not include: (i) any information, or documents or technical data that are classified, ITAR 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 (provided, however, that this restriction shall not apply with respect to ITAR controlled data if the Quote so specifies), and/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 (collectively "HIPAA").

(b) PTC shall treat all Hosted Data as confidential and shall only use the Hosted Data to (i) provide the Services (including reporting to Customer on their use of the Services), (ii) monitor Customer's use of the Services for security and technical support purposes and for validating Customer's compliance and usage limitations, and for purposes of otherwise complying with PTC's obligations to Customer, and (iii) share with any PTC subcontractors who need to know such information in order to provide the Services, provided that they are bound by similar confidentiality obligations. For purposes of clarity, PTC's obligation to keep such Hosted Data confidential shall not apply to information that PTC is required to disclose by law (but only to the extent of such required disclosure).

(c) Customer acknowledges that the information Customer enters into the Hosted Software and Hosted System may be transferred outside the European Economic Area for the purposes of data processing by PTC, its subsidiaries, and its affiliated Companies. All personal data received, or collected by PTC in connection with the performance of the Hosted Services will be processed in accordance with PTC's privacy policy (<http://www.ptc.com/policies/privacy>). Any personal data received or collected by PTC's affiliates in the European Union (EU) shall be processed in accordance with the EU Data Protection legislation. PTC Inc. and PTC's EU affiliates have entered EU Standard Model Clauses for the transfers of personal data by PTC's affiliates to PTC Inc. and PTC's non-EU affiliates. PTC Inc. has certified to the Safe Harbor Framework between the United States and the European Union, and to the Safe Harbor Framework between the United States and Switzerland. Where the personal information is that of a third party, Customer certifies that it has obtained that information pursuant to applicable data protection laws and has obtained all necessary authorizations and consents with respect to such information.

## **8. Term and Termination**

(a) The initial Services Period and any renewal provisions shall be as specified in the Quote. Any disputes relating to this Agreement shall be resolved in accordance with the Contracts Disputes Act (the "CDA") and the underlying GSA Schedule contract.

(b) Sections 4 through 10 shall survive termination or expiration of the Services.

## **9. Warranty/Disclaimer of Warranty/Limitations of Liability**

(A) PTC warrants that the Hosted Software shall function substantially in accordance with the then applicable documentation accompanying the Hosted Software. In the event of any breach of this warranty, PTC's sole obligation, and Customer's sole remedy, shall be for PTC to use commercially reasonable efforts to (a) fix or replace the Hosted Software so that it conforms to this warranty; (b) identify or make available a work-around or alternative approach that achieves substantially the same result or functionality; or, if PTC fails to resolve as described in (a) or (b) above, then for PTC to terminate this Agreement and refund Customer the monthly or other reoccurring Service fees paid by

Customer for the period after the date Customer reported such breach of warranty to PTC.

(B) EXCEPT AS EXPLICITLY STATED HEREIN, PTC DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT, AND/OR ANY WARRANTY WITH RESPECT TO THE SECURITY OF THE SERVICES OR THAT HOSTED DATA WILL NOT BE DESTROYED, LOST, INTERCEPTED, OR ALTERED BY UNAUTHORIZED PERSONS. PTC DOES NOT WARRANT THAT THE OPERATION OR OTHER USE OF THE HOSTED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR WILL NOT CAUSE DAMAGE OR DISRUPTION TO HOSTED DATA.

(C) EXCEPT UNDER SECTION 5 ABOVE, PTC'S AND ITS LICENSORS' MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OR LIABILITIES ARISING HEREUNDER OR OUT OF, OR RELATING TO, THE CREATION, LICENSE, SUPPLY, FAILURE TO SUPPLY OR USE OF THE SERVICES OR OTHERWISE RELATING TO THESE SERVICES TERMS, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE CONTRACT PRICE PAID TO PTC FOR THE SERVICES PRIOR TO THE EVENTS THAT GAVE RISE TO THE APPLICABLE CLAIM. IN NO EVENT SHALL PTC, ITS SUBSIDIARIES OR AFFILIATES, ITS LICENSORS OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF USE OF DATA AND ANY LOSS CAUSED BY THE INTERRUPTION, TERMINATION OR FAILED OPERATION OF THE INTERNET, THIRD PARTY TELECOMMUNICATION SERVICES OR THIRD PARTY SECURITY FEATURES OR SYSTEMS), EVEN IF PTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES NOT TO BRING ANY SUIT OR ACTION AGAINST PTC AND/OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS FOR ANY REASON WHATSOEVER MORE THAN SIX YEARS AFTER THE CAUSE OF ACTION ARISES. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION 9 SHALL NOT APPLY TO ANY CLAIM IN RESPECT OF DEATH, FRAUD OR PERSONAL INJURY IF CONTRARY TO ANY APPLICABLE LAW.

## **10. General**

(a) Governing Law and Jurisdiction. All disputes arising under this Agreement shall be governed by and construed in accordance with United States Federal law and the Contracts Disputes Act.

(b) Force Majeure. PTC shall not be in default of its obligations to the extent its performance is delayed or prevented by causes beyond its control in accordance with FAR 52.212 -4 (f) Excusable delays.

(c) Export. Customer hereby warrants and represents that neither Customer nor any Users are listed on the U.S. Commerce Department's Denied Persons List, Entity List, or Unverified List, the U.S. State Department's Nonproliferation Sanctions List, or the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons or the Sectoral Sanctions Identifications (SSI) List (each a "List", and collectively the "Restricted Party Lists"). The Restricted Party Lists can be found at: [http://export.gov/ecr/eg\\_main\\_023148.asp](http://export.gov/ecr/eg_main_023148.asp). Customer shall not export or re-export, directly or indirectly, or provide to any other person or entity for export or re-export, or provide access to, the Services without first complying with all U.S. and applicable foreign export control regulations, including, without limitation, obtaining any necessary export or re-export consent from the U.S. Department of Commerce or other governmental authority.

(d) Marketing. PTC agrees that it shall not, except as otherwise authorized in writing by Customer, identify Customer as a customer/end-user of PTC software and services (as applicable) in public relations and marketing materials.

(e) Notices. Notices under this Agreement shall be in writing and, if to PTC, delivered to PTC's General Counsel, and if to Customer, to the address specified in the Quote.

(f) Assignment, Waiver, Modification. Neither party may assign, transfer, delegate or sublicense any rights or obligations under these Services Terms without the other party's prior written consent. Any such attempted delegation, assignment, transfer or sublicense shall be void and a breach of these Services Terms.

(g) Entire Agreement; Severability. This Agreement and the underlying GSA Schedule Contract, Schedule Pricelist, and Purchase Order(s) constitutes the entire agreement between the parties, and supersedes all prior discussions, representations, and understandings, with respect to the subject matter hereof. If any provisions of this Agreement, or the application thereof, shall for any reason and to any extent be determined to be invalid or unenforceable, the remaining provisions of this Agreement will remain binding and enforceable, and shall be interpreted so as best to reasonably effect the intent of the parties.

## **Exhibit A - Definitions**

“Additional/Different Cloud/SaaS Terms for Customers Outside of the United States of America” refers to the document of that name available at <https://www.ptc.com/en/documents/legal-agreements/cloud-terms>.

“PTC Cloud and SaaS Offering Specific Provisions” refers to the document of that name available at <https://www.ptc.com/en/documents/legal-agreements/cloud-terms> and attached hereto.

“Cloud Services” means PTC providing hosting services so that Customer may access the Hosted Software via the internet, along with certain IT administration and application administration support services, as specified in this Agreement. For Cloud Services, the Customer is purchasing (or previously purchased) the licenses for the Hosted Software (under a separate PTC Customer Agreement or other software license agreement between the parties) which are being made available to the Customer via the Hosted System, and the Customer purchases support for such Hosted Software (either directly or as part of a subscription license).

“Designated Technical Support Personnel” means the technical contacts that are trained subject matter experts on the Hosted Software and who have been identified in writing to PTC by Customer.

The “Downtime Percentage” shall equal the result obtained by dividing (1) the aggregate number of minutes of Transaction Outages during such quarter by (2) the aggregate number of minutes in such quarter.

“Excused Downtime” means any and all of the following:

- (i) Force majeure events as set forth in Section 10(b) of the Services Terms.
- (ii) Data transmission failures outside the control of PTC not caused by PTC’s negligence or willful misconduct.
- (iii) Downtime resulting from applications developed for or by Customer that are running on or interacting with the Hosted System.
- (iv) Downtime resulting from third party software utilized by the Customer that is not Hosted System and/or third party software integrations developed by or for Customer.
- (v) Downtime due to failure of the internet or failure of Customer’s network.
- (vi) Maintenance outages (including emergency maintenance outages), for which PTC will endeavor to give Customer as much notice as is reasonably practicable under the circumstances.

“Hosted Data” means the data transmitted to, loaded into, or stored in, the Hosted Software or on the Hosted System by Customer and Users or otherwise through use of the Hosted Software.

“Hosted Software” means the standard commercially available PTC software for which PTC is providing the Services, as specified in the Quote.

“Hosted System” means the servers and computer network on which PTC and/or its contractors provide Customer and other PTC customers remote access to the Hosted Software and Hosted Data.

“Licensing Basis Table” refers to the document of that name available at <https://www.ptc.com/en/documents/legal-agreements/on-premise-license-agreements> and attached hereto.

“PTC” means, as applicable, PTC Inc. or the applicable PTC subsidiary, as specified in the Additional/Different Cloud/SaaS Terms for Customers Outside of the United States of America document.

“PTC Cloud/SaaS Security and Support Document” refers to the document of that name attached hereto.

“SaaS Services” means PTC providing SaaS services so that Customer may access the Hosted Software via the internet, along with certain IT administration and application administration support services, as specified in this Agreement. For SaaS Services, the Customer does not purchase (and has not previously purchased) the licenses for the Hosted Software being made available to the Customer as a service via the Hosted System.

“Service Period” means the term that PTC commits to perform the Services (i.e., the initial term and any renewal terms), per Section 8 of these Services Terms.

“Storage” means the amount of disk storage used by the Customer across the applicable environment.


“Transaction Outage” means any period (measured in minutes) during which the Hosted System, and the connections for such servers to the Internet, do not have adequate bandwidth capacity and speed to meet the peak demands of Users accessing the Hosted Software and Hosted Data, resulting in such Permitted Users being denied access or experiencing unavailable or interrupted access due to lack of capacity or speed of the Host Servers or of the Host Servers’ Internet connections, excluding Excused Downtime.

“User” means persons who are employees or consultants of either Customer or of a subcontractor, supplier, business partner, or customer of Customer, and whom Customer authorizes to access the Hosted Software and Hosted Data.



## PTC Customer Success Plans Terms & Conditions

### Success Plans

				
	STARTER SUCCESS PLAN <sup>(1)</sup>	GUIDED SUCCESS PLAN <sup>(1)</sup>	MANAGED SUCCESS PLAN <sup>(1)</sup>	STRATEGIC SUCCESS PLAN <sup>(1)</sup>
	Included in Product Subscription <sup>(1)</sup>	Additional Cost Subscription	Additional Cost Subscription	Additional Cost Subscription
SUCCESS SERVICES	Customer Success Management <sup>(2)</sup> <ul style="list-style-type: none"> <li>Online Success Guide</li> <li>Onboarding (first 90 days)</li> <li>Adoption Monitoring (ongoing)</li> </ul>	Customer Success Management <sup>(2)</sup> <ul style="list-style-type: none"> <li>Proactive Guidance for Best Practices</li> <li>Executive Business Review (yearly)</li> </ul>	Customer Success Manager (CSM) <sup>(2)</sup> <ul style="list-style-type: none"> <li>Named Resource</li> <li>Proactive Guidance for Best Practices</li> <li>Executive Business Reviews (quarterly)</li> </ul>	Strategic Customer Success Manager (SCSM) <sup>(2)</sup> <ul style="list-style-type: none"> <li>Semi-Dedicated Named Resource or</li> <li>Dedicated Named Resource</li> <li>Executive Business Reviews (quarterly &amp; yearly)</li> </ul>
	Advisory Services <sup>(3)</sup> <ul style="list-style-type: none"> <li>Performance Assessment</li> </ul>	Advisory Services <sup>(3)</sup> <ul style="list-style-type: none"> <li>Discovery Workshop (one day)</li> </ul>	Technical Support Account Manager (TSAM) <sup>(5)</sup> <ul style="list-style-type: none"> <li>Named resource</li> </ul>	Technical Support Account Manager (TSAM) <sup>(5)</sup> <ul style="list-style-type: none"> <li>Named resource</li> </ul>
	In-Center Training is available for additional fee	PTC University <sup>(4)</sup> <ul style="list-style-type: none"> <li>In-Center Training</li> </ul>	PTC University <sup>(4)</sup> In-Center Training	In-Center Training is available for additional fee
	Expert Sessions (Recorded) <sup>(6)</sup>	Expert Sessions (Live) <sup>(6)</sup>	Expert Sessions (Live) <sup>(6)</sup>	Expert Sessions (Live) <sup>(6)</sup>
	Optional Success points <sup>(7)</sup> <ul style="list-style-type: none"> <li>20 points bundle</li> <li>100 points bundle</li> </ul> May be redeemed to purchase the Success Services specified in the Rapid Outcome Catalog available at <a href="http://www.ptc.com/rapidoutcomes">www.ptc.com/rapidoutcomes</a>	Success Points (50 points) <sup>(7)</sup> May be redeemed to purchase the Success Services specified in the Rapid Outcome Catalog available at <a href="http://www.ptc.com/rapidoutcomes">www.ptc.com/rapidoutcomes</a>	Success Points (80 or 100 points) <sup>(7)</sup> May be redeemed to purchase the Success Services specified in the Rapid Outcome Catalog available at <a href="http://www.ptc.com/rapidoutcomes">www.ptc.com/rapidoutcomes</a>	Success Points (200 points) <sup>(7)</sup> May be redeemed to purchase the Success Services specified in the Rapid Outcome Catalog available at <a href="http://www.ptc.com/rapidoutcomes">www.ptc.com/rapidoutcomes</a>

**NOTE (1) Success Plans:** PTC may modify Success Plans from time to time, provided the level of service under the plans will not materially decrease during a subscription term. If a Success Plan is sold separately from the associated product subscription, the two subscriptions may have different termination dates. Success Plans include access to Success Services for one user, unless otherwise noted. Additional Success Services can be purchased for additional users. Success Plans are not intended to be used as a replacement for implementation services. Success Services entitlements expire at the end of the subscription term. Unused entitlements will not roll over into subsequent subscription terms.

**NOTE (2) Customer Success Management, Customer Success Manager (CSM) and Strategic Customer Success Manager (SSM)**

The goal of the Customer Success Management, Customer Success Manager (CSM) and Strategic Customer Success Manager (SCSM) is to help Customers successfully adopt PTC software and solutions, including reviewing usage metrics, sharing of best practice advice and guidance related to Customer's adoption, and helping to escalate technical issues as necessary. Customers are responsible for the evaluation and implementation of Customer Success Management's guidance and recommendations.

#### Customer Success Management

Starter and Guided Success





PTC will provide access to the Customer Success Management team and tools such as the Online Success Guide. This level of Customer Success Management includes onboarding for the first 90 days of the initial (i.e., not renewal) product subscription (i.e., not the subscription for the Success Plan) with PTC, along with ongoing Adoption Monitoring throughout the rest of Customer's subscription with PTC. With the Guided Success Plan, Customers receive additional Proactive Guidance for Best Practices and a yearly Business Review. The subscription term continues for the length of time specified in the applicable order form (or PTC Quote), and is not calculated in hours or days. For clarity, the Customer Success Management team does not deliver implementation services (such as configurations or code).

### **Managed and Strategic Success**

PTC will provide a named Customer Success Manager (CSM) or Semi-Dedicated or Dedicated Strategic Customer Success Manager (SCSM), assigned to Customer for the duration of the subscription term for which Customer has purchased a Success Plan (Managed or Strategic). The subscription term continues for the length of time specified in the applicable order form (or PTC Quote), and is not calculated in hours or days. For clarity, the Customer Success Manager (CSM) or SemiDedicated or Dedicated Strategic Customer Success Manager (SCSM) does not deliver implementation services (such as configurations or code).

**Availability:** Customer Success Management or Customer Success Manager (CSM) or Semi-Dedicated or Dedicated Strategic Customer Success Manager (SCSM) will be provided Monday through Friday, during the hours of 8:00am to 5:00pm in the time zone where the Customer Success Management or Customer Success Manager (CSM) or Semi-Dedicated or Dedicated Strategic Customer Success Manager (SCSM) is located, except for holidays recognized by PTC, paid time off (e.g., vacation, sick time) in accordance with PTC's paid time off policies, and PTC internal training days.

**Languages:** Language skills include English, German, French, Japanese, Mandarin and Korean speakers.

### **NOTE (3) Advisory Services**

PTC Advisory Services provide Customers with expert guidance in digital and business transformation, and the field experience they need to make optimal, prioritized investments in new capabilities and solutions. Through the creation of Transformation Roadmaps, these senior business advisors guide Customers toward IoT-enabled outcomes with the goal of delivering value to Customer's business and aligning to Customer's business initiatives and strategic goals.

### **Performance Assessment (Self-Paced)**

Journey-specific online performance assessments to identify areas of opportunity for IoT-enabled transformation. Assess Customer's current IoT-enabled capabilities in the language of the Transformation Journey, and receive a personalized report that measures Customer's performance, identifies gaps and suggests opportunities and priorities for new capabilities.

The Performance Assessment is available for three of PTC's Transformation Journeys:

- [>> Digital Engineering](#)
- [>> Manufacturing](#)
- [>> Service](#)

**Outcome:** Respondent receives a tailored report via email that includes insights keyed to assessment responses, potential opportunities for development of new capabilities to improve performance and recommended next steps.

### **Discovery Workshop (1 day)**

Agendas may be tailored to include, 1) exploration of current trends in IoT-enabled business transformation, 2) identification of candidate use cases across IoT, Smart Connected Products and Operations domains, 3) reviews and preliminary validation of up to two (time permitting) Customer use cases with initial recommendations for further definition and pilot implementations. Discovery Workshops help to accelerate getting started.



Completion prior to the Discovery Workshop of an applicable Performance Assessment by all participants in the Workshop increases the value of the session by providing PTC Advisors with information about the Customer's current state of IoT-enabled business capability.

**Outcome:** Specification of one preliminary journey pathway, scoping-level definition of a maximum of two proposed use cases for the pathway, a prioritization matrix of the use cases, initial key success factors and summary risk areas to be addressed.

#### **Availability**

Advisory Services' Discovery Workshop may be delivered onsite at the Customer's site or at PTC's Client Experience Centers (CXC) around the world (Boston, London, Aachen, Shanghai). Access to Advisory Services is limited to local business hours 8:00am to 5:00pm Monday through Friday. Advisory Services are not available during local public holidays and weekends. Advisory Services are available in the following languages English, German, French, Spanish, Italian, Swedish and in Chinese and Japanese through translation services.

#### **NOTE (4) PTC University**

##### **In-center Training**

In-center Training entitles one Registered User of the Success Plan to access in-center classes (up to 8 days in total) for the duration of the purchased subscription term, except as set forth below:

- Is included with Guided and Managed Success Plans but not in the Strategic Success Plans.
- Maker Lab sessions are not included as part of In-center Training.
- Registered User shall be entitled to access only classes and materials available in the applicable country in which the Registered User is located.
- Due to limited class sizes, a Registered User may enroll in only one session of a particular class in any given 90-day period (i.e., a Registered User may not enroll in multiple sessions of the same class in order to hold the seat until he/she determines which session to take). To effectively un-enroll in a class, PTC must be notified in writing at least 11 business days prior to any class start. The Registered User may not enroll in that same class for 90 days if he or she fails to provide the required notice.
- Materials and classes may not be copied or shared.

#### **NOTE (5) Technical Support Account Manager (TSAM)**

A Technical Support Account Manager (TSAM) is included in certain Managed and Strategic Success Plans. Customer may choose a Managed or Strategic Success Plan with or without a TSAM. The TSAM service is not included in Starter, Guided Success Plans. Customer can optionally purchase the TSAM service as a separate service subscription in addition to a Success Plan subscription.

A PTC Technical Support Account Manager (TSAM) serves as an extension of the Customer's support team. The TSAM works with the PTC Technical Support organization to help ensure consistent management and prioritization of Customer's critical support issues and project-based support requirements. For clarity, the TSAM does not deliver implementation services (such as configurations or code) but can contribute to a Customer's support efforts.

Availability Technical Support Account Manager (TSAM) will be provided Monday through Friday, during the hours of 8:00am to 5:00pm in the time zone where the TSAM is located, except for holidays recognized by PTC, paid time off (e.g., vacation, sick time) in accordance with PTC's paid time off policies, and PTC internal training days. Language skills include English, German, French, Japanese, Mandarin and Korean speakers.



#### **NOTE (6) Expert Sessions**

Expert Sessions are focused, technical webcasts where PTC subject matter experts share knowledge and best practices on topics related to the design, development, deployment and operation of PTC software. They are available in two forms - as recorded content and delivered as live webcasts.

#### **Recorded Expert Sessions**

- Video recordings of Expert Session content delivered by PTC subject matter experts
- Available to all users with a Starter Success Plan or higher
- Accessed through the Online Success Guide

#### **Live Expert Sessions**

- Live webcasts of Expert Session content presented by PTC subject matter experts followed by Q&A
- Available to all users with a Guided Success Plan or higher
- Registration available through the Online Success Guide

Recorded or Live Expert Sessions may not be available for all PTC software. PTC reserves the right to remove, change, and update Expert Session topics & content without notice. Live Expert Sessions may not be scheduled for all topics. Available Languages: English only.

#### **NOTE (7) Success Points**

Success Points are a flexible way of consuming Success Services (for example Rapid Outcomes). Customer can manage and redeem Success Points through PTC's Customer Success Management team. Success Services that can be redeemed using Success Points are located here: [www.PTC.com/RapidOutcomes](http://www.PTC.com/RapidOutcomes). PTC reserves the right to add, change and remove Success Services from its catalog at any time without notice to the Customer.

#### **Success Points Values**

- **Starter Success** ○ Success Points are not Included
  - Success Points can be purchased in multiples of 20 or 100 bundles
- **Guided Success** ○ 50 Success Points included (for ThingWorx)
  - Additional Success Points can be purchased in multiples of 20 or 100 bundles
- **Managed Success** ○ 80 Success Points included (for ThingWorx)
  - 100 Success Points included (for PLM SaaS and Solutions)
  - Additional Success Points can be purchased in multiples of 20 or 100 bundles
- **Strategic Success** ○ 200 Success Points included (for Solutions)
  - Additional Success Points can be purchased in multiples of 20 or 100 bundles

Access to Success Points continues for the length of time specified in the applicable order form (or PTC Quote), and is not calculated in hours or days. Success Points are valid for the term of the Success Plan subscription period and will expire at the end of such subscription period (i.e., not including any renewal period). Unused Success Points will not be refunded and cannot be transferred to another contract.

PTC will acknowledge receipt of the Customer's initial request to use their Success Points within 48 hours, and PTC will confirm delivery dates within 10 business days. Please note, PTC requires a minimum of three weeks advance notice to fulfill actual delivery of any Success Service request. In some cases, it may be necessary to extend the actual delivery date beyond three weeks. Success Points used for onsite Success Services do not include travel or living expenses associated with the



visit(s) to Customer's site, for which Customer shall reimburse PTC through the use of additional Success Points or the Customer will be billed accordingly. Customer agrees to pay any travel expenses in accordance with FTR/JTR, as applicable. Customer shall only be liable for such travel expenses as approved by Customer and funded under the applicable ordering document.

Success Services are not intended to be used as a replacement for implementation or consultancy services.

#### **Rapid Outcomes**

Rapid Outcomes are Success Services designed as short, flexible and scalable engagements to tackle specific issues, deliver key outcomes, and provide client's quick time to value with PTC Products and Solutions.

- Short, flexible and scalable engagements
- Designed to be remotely delivered
- Aligned to the products and/or journeys/solutions
- Will be available through Success Points
- Customer Success Management will schedule Rapid Outcomes
- Visible through an online catalog located here: [www.PTC.com/RapidOutcomes](http://www.PTC.com/RapidOutcomes)

**Availability:** Access to Rapid Outcomes is limited to local business hours 8:00am to 5:00pm Monday through Friday and are not available during local holidays and weekends. Rapid Outcomes may not be available at the time requested. There may be a lead time between when a Rapid Outcomes is requested and when it will be delivered. Rapid Outcomes are designed to be remotely delivered. If Customer opts to have a Rapid Outcome delivered onsite, Customer will be responsible for all travel or living expenses associated with the visit(s) to Customer's site, for which Customer shall reimburse PTC through the use of additional Success Points. Customer agrees to pay any travel expenses in accordance with FTR/JTR, as applicable. Customer shall only be liable for such travel expenses as approved by Customer and funded under the applicable ordering document.

**Languages:** Rapid Outcomes are available in the following languages English, German, French, Chinese and Japanese. Some Rapid Outcomes will be available in English only.

---

#### **GENERAL:**

1. The PTC entity as set out in **Schedule A** hereto ("PTC") will provide Success Services on a subscription basis to Customer.
2. PTC shall provide Success Services and shall invoice Customer as laid out in the applicable order form. PTC reserves the right to subcontract or delegate the performance of services to a third party. PTC shall remain liable for the actions and services provided by such subcontractors at all times.
3. All information exchanged by either party in connection with the services and expressly identified in writing thereon as confidential, including, without limitation, data, Customer information, product and marketing information, and documentation, shall be safeguarded by the recipient to the same extent recipient safeguards its own proprietary or confidential information of like importance and in any event with not less than a reasonable degree of care. However, neither party is responsible for safeguarding information which is publicly available, in its possession prior to the start date of the Services or obtained by it from third parties without restriction on disclosure, or developed without reference to the confidential information disclosed hereunder. PTC recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released.



4. The Services do not result in a transfer or assignment of intellectual property rights between the parties. In any event, PTC shall have exclusive rights in a possible work product, meaning any written materials, reports, computer software or software documentation created, developed or delivered by PTC hereunder, and to any inventions, discoveries, ideas or know-how embodied in the work product or otherwise conceived by PTC hereunder. PTC grants to Customer, subject to the terms and conditions of the GSA Schedule Contract, a nonexclusive right and license to use and copy such work product solely for Customer's internal use.
5. The processing of personal data by PTC for Customer shall be governed by the terms of the PTC Privacy Policy or the respective data processing agreement available at [PTC.com](https://www.ptc.com).
6. PTC shall only be liable in the event of willful misconduct or gross negligence in accordance with applicable law. PTC shall not be liable for any special, incidental, punitive or consequential damages, including without limitation lost profits, lost savings or damages resulting from the loss or use of data or from project delays attributable in any manner to the performance of the Services. In no event shall PTC's liability for damages hereunder exceed the contract price paid or payable for the service giving rise to such damages. Customer is responsible for creating and maintaining current and complete back-up files for any Customer data and programs that may be affected by PTC's performance of the services. PTC shall not be responsible for the protection or loss of Customer data or information. PTC's statutory liability for injury to life, body and/or health, fraud, and for the malicious concealment of defects, shall remain unaffected.
7. Except as may be otherwise provided herein, this Agreement is subject to FAR 52.212-4 (f) Excusable delays.



---

## Schedule A – Purchases from PTC Affiliates

If the Customer has obtained Success Services in one of the following countries, the entity providing the Services is specified below. The governing law and jurisdiction shall be as set forth below.

Country	PTC Affiliate Service Entity	Governing Law/Jurisdiction for Disputes
United States	PTC Inc., or such other affiliate of PTC as PTC directs at the time of the order	United States Federal law





## PTC Cloud/SaaS Security and Support Document

This document is incorporated by reference into the PTC Cloud/SaaS Services Terms and Conditions. All capitalized terms used in this document are as defined in the PTC Cloud/SaaS Services Terms and Conditions.

### (1) Security

PTC uses reasonable industry measures designed to protect the operating environment of the Services and Hosted Software against unauthorized physical access and the threats of fire, power, temperature, humidity and other physical forces with the following capability:

- A secure data center with physical access limited to authorized personnel and protected by multi-level security systems. Other persons are admitted only on an as-needed and supervised basis (such as to maintain hardware components).
- Continuous, conditioned power supplied by a redundant power infrastructure, including battery backup systems and diesel-powered generators, with regular system testing for continuous availability.
- Redundant HVAC climate control and fire suppression systems.

### (2) Additional Security Measures For Hosted Data

In addition to the physical access protections described above:

- PTC maintains controls consistent with the ISO 27002 framework.
- The Hosted Data is maintained in secure directories that require access authentication.
- PTC performs daily backups of the Hosted Data in the production system. Hosted Data is stored offsite. Daily backups of the production system will be retained for at least three months.
- PTC maintains antivirus protection software on the Hosted System. In the event viruses, worms or similar problems are determined to have infected the Hosted System, PTC will use commercially reasonable efforts to restore the Hosted System as quickly as reasonably possible.

In order to enhance data security, Customer is responsible for:

- Ensuring it uses utmost discretion in granting administrator privileges.
- Ensuring that its Users do not share their passwords.
- Designing, authoring, validating, and approving all custom reports.
- Ensuring and maintaining security of its systems and the machines that connect to and use the Hosted System, including implementation of necessary patches and operating system updates.

The scope of the Services does not include any Customer security requirements beyond those set forth in the PTC Cloud/SaaS Services Terms and Conditions. Customer hereby agrees that it will not, and will not engage or authorize any third party to, perform any penetration testing of the Hosted System without obtaining PTC's prior written permission.

### (3) Support

- Support Hours. PTC's technical staff is available for support and troubleshooting by phone 24x7 for Severity 0 issues. For other issues, availability is Monday through Friday, 8:00 A.M. to 5:00 P.M. local time where Customer's Designated Technical Support Personnel is located, excluding public holidays and other PTC-observed holidays. E-mail inquiries and cases are accepted 24x7.
- Designated Employees. For SLM and ThingWorx products, two of Customer's Designated Technical Support Personnel shall be the only persons authorized to contact PTC via its support line in connection with Services. When PTC provides notification of scheduled outages, such Designated Technical Support Personnel shall promptly relay such notification in a timely manner to all of Customer's Users.
- Support Process. The support process begins when Customer notifies PTC's technical staff of an issue with which Customer requires assistance and opens a case. Customer will provide the following information in order to ensure the issue may be correctly and efficiently assessed and resolved: without limitation, the Customer name, case number and a detailed description of the issue. PTC shall assign a severity level to an issue upon initiation of the case based on the defined severity levels described below in this document. Target resolution times are set forth below. PTC shall determine, at its discretion, based on availability of staff and experience, whether to allocate Customer's case to a named individual. In order to ensure continuity of service and professional call handling, PTC shall use reasonable efforts not to reassign technical staff members once they have been assigned to resolving a particular problem.

- **Prioritization and Escalation.** PTC shall use commercially reasonable efforts to resolve each significant issue by providing a Workaround, an object code patch or a specific action plan for how PTC will address the issue, and an estimate of how long it will take for the issue to be resolved. “Workaround” means a change in the procedures followed or that Customer supplies to avoid a problem in the hosted environment without substantially impairing Customer’s use of the Hosted Software. A Workaround may be either temporary or permanent in nature.
- **New Releases.** Cloud Services support shall only apply if and for so long as Customer’s underlying licenses of the Hosted Software are current on PTC Support. Subject to the exclusions set forth below, Services will include installation of New Releases of the Hosted Software. In single-tenant environments, PTC will coordinate the installation of the New Releases with Customer to reasonably minimize disruption to Customer’s operations. Generally, PTC will not upgrade the Hosted Software to the FCS (first customer ship) version of a major New Release. It is Customer’s responsibility to test and validate their custom developed, created, or 3<sup>rd</sup> party applications in a test environment prior to moving them into production. This includes making any necessary modifications to those applications to be supported with the New Release. “New Release” means updates and/or new releases to the Hosted Software that PTC elects to apply to the Hosted Software. The entitlement to New Releases is not included with Cloud Services unless Customer’s underlying licenses are covered by a PTC Support services plan.
- **Maintenance Outage Delay.** Within 24 hours of PTC’s notice of a Maintenance outage, Customer may request in writing to PTC that such Maintenance outage be delayed due to extenuating Customer business needs; provided, that PTC shall not be required to delay any outage if such outage is required due to a security issue or to avoid the potential of an unplanned outage. In the event that PTC agrees to Customer’s request, such delay shall not exceed ten (10) business days.
- **Exclusions.** Services support does not include:
  - Support on Customer’s site;
  - Design, code development, break-fixes, or testing of integrations, customizations and/or modifications;
  - Third party software included in the Services;
  - Customer developed and/or owned applications;
  - Issues caused by material changes to the configuration of the Hosted Software by Customer;
  - Errors caused by Customer’s negligence or fault;
  - Consulting or training services; or
  - Responsibility for changes to or replacement of any Customer hardware that may be necessary to use the Hosted Software due to a Workaround, fix or Hosted Software New Release.

In addition to the above exclusions, where PTC is providing Cloud Services for licenses of the Hosted Software that Customer owns (as opposed to SaaS Services), the support for the underlying licenses must be purchased by Customer under the License Agreement. If such licenses are not on an active support contract, Customer will not be entitled to such Support under this Agreement.

- **Severity, Initial Response Times and Resolution Targets:** Case severity levels and associated initial response and estimated resolution times are as set forth below:

Severity Level	Definition	Initial Response	Target Resolution Time*
<b>Severity 0 Hosting Problem (Note, Severity 0 problems cannot be communicated to PTC by email)</b>	A problem in the Hosted System that causes substantial downtime of the Hosted System with no viable Workaround available. Generally requires 24X7 availability of Customer’s Designated Technical Support Personnel. PTC will work 24X7 until the issue is resolved or the Severity is lowered.	15 Minutes	2 Hours
<b>Severity 1 Hosting Problem (Note, Severity 1 problems cannot be communicated to PTC by email)</b>	A problem in the Hosted System that results in the loss of critical functions of the Hosted Software or a limited number of Users cannot access the Hosted Software via the Services.	2 Hours	4 Hours
<b>Severity 2 Hosting Problem</b>	A problem in the Hosted System that impacts Services operations and/or efficiency but Customer is still able to use the Hosted Software. A Workaround is generally available.	4 Hours	24 Hours
<b>Severity 3 Hosting Problem</b>	a technical question about the Services or the Hosted System that does not impact Customer’s use of the Hosted Software.	2 Business Days	5 Business Days

\* Target resolution times are measured from PTC’s initial response and reflect the target resolution times for hosting problems only, based on PTC using diligent efforts to return Customer to production status.