



## Schedule of Third Party Terms

Section/Subsection	Applies to:
<b>I. Scope of this Document</b>	
<b>II. Third Party Component Terms</b>	
Open Source Components	All PTC Products
Oracle Database Components	ProIntralink OSA, Creo Elements Direct, CADD5, Optegra, and Servigistics Products
IBM Cognos Components	Windchill Products and Warranty Analytics
Adobe Components	Windchill, Creo View, and Arbortext IsoView Products
Telerik Components	Windchill Quality Solutions
Monotype Components	Creo Products
<b>III. Bundled Third Party Product Terms</b>	
Oracle JDBC Drivers	Integrity Products, Windchill Products, Axeda Products, and Servigistics Products
Intellicus	Intellicus (for use only with PTC Servigistics Products)
Informatica	Informatica (for use only with PTC Servigistics Products)

### **I. Scope of this Document**

This document addresses terms and conditions applicable to Third Party Components and Bundled Third Party Products, as defined below. Generally, Third Party Components are software components that PTC includes in the Licensed Products, and Bundled Third Party Products are software components or items that PTC makes available as a convenience to Customer. 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.

Third Party Components are governed by the PTC Customer Agreement or other license agreement between the parties (“License Agreement”) and are covered by the warranties, support services and indemnification provisions thereof. Bundled Third Party Products are licensed directly from the vendor and are not covered by the PTC warranties, support services or indemnification provisions. 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 Section III of this document.

Customer consents to PTC’s providing information about Customer (including without limitation identity, address and number of licenses ordered) to third party software providers for purposes of verifying the royalties PTC pays to the providers.

### **II. 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**

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

## 2. Oracle Database Components

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 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 <https://www.oracle.com/corporate/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

The following use restrictions apply to the Business Reporting functionality:

- (i) Each license of Windchill (i.e., PDMLink and add-on modules such as MPMLink and RequirementsLink) and each license of PTC’s Servigistics “Warranty Analytics”, “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, 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.
- (ii) A “Windchill Business Reporting 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 “Windchill Business Reporting Monitor” license means the Customer may permit the specified number of Registered Users to use the Event Studio module.

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.

## 4. Adobe Components

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.

#### 5. Telerik Components

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

#### 6. Monotype

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.

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### III. Bundled Third Party Product Terms

Certain third party products that are provided with the Licensed Products are provided under a separate license directly from the manufacturer of the applicable third party products (“Bundled Third Party Products”). Customer agrees and acknowledges that, to the extent that any such Bundled Third Party Products are provided with the Licensed Products: (i) such Bundled Third Party Products are provided on an “as-is”, pass-through basis, and as such are provided to Customer without warranty, indemnification, support or other representation by PTC; (ii) PTC bears no liability with respect to such Bundled Third Party Products and Support Services for such software will be provided at PTC’s discretion; (iii) Customer may be required to purchase new versions of such Bundled Third Party Products as they become available and supported by their respective manufacturer; and (iv) the Bundled Third Party Products may not be used apart from the applicable Licensed Products with which they are provided.

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.

#### 1. Oracle JDBC Drivers

Reference is made to the “Oracle Technology Network License Agreement” of Oracle Corporation (the “Oracle License”) that appears at <https://www.oracle.com/downloads/licenses/distribution-license.html>. PTC has accepted the terms of such license and has certain related obligations. Certain PTC 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 entitled "License Rights and Restrictions" (except that the redistribution rights do not apply to Customer), "Ownership," "Export Controls," "Disclaimer of Warranties; Limitation of Liability," "No Technical Support", "Audit; Termination (excluding Oracle's audit right)," "Relationship Between the Parties," and "U.S. Government End Users", as if Customer were a party to such Oracle License. Customer may not distribute the Oracle JDBC drivers without a license from Oracle. Oracle is an intended third party beneficiary of the provisions of this paragraph.

2. **Intellicus**

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.

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

The Informatica PowerCenter Standard Distribution Product ("Informatica") shall be used exclusively with and is limited to use with the PTC Servigistics Licensed Products. 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.