

PTC CUSTOMER AGREEMENT FOR PTC DEVELOPER TOOL PRODUCTS:

PERC, APEXADA, ADAWORLD, OBJECTADA, TELEUSE AND X32

(formerly Atego or Aonix products)

THIS PTC CUSTOMER AGREEMENT (“AGREEMENT”) IS A LEGAL AGREEMENT BETWEEN THE INDIVIDUAL, OR THE COMPANY OR OTHER ORGANIZATION ON WHOSE BEHALF SUCH INDIVIDUAL ACCEPTS THIS AGREEMENT, THAT EITHER (A) CLICKS THE “I ACCEPT” BUTTON BELOW OR (B) INSTALLS, ACCESSES, OR USES ANY SOFTWARE OR DOCUMENTATION FROM PTC (“CUSTOMER”), AND PTC INC. OR, IF THE PURCHASE WAS MADE IN A COUNTRY SPECIFIED ON SCHEDULE A TO THIS AGREEMENT, THE PTC AFFILIATE SPECIFIED ON SCHEDULE A (AS APPLICABLE, “PTC”).

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE ACCEPTING THIS AGREEMENT. BY CLICKING ON THE “I ACCEPT” BUTTON BELOW OR BY INSTALLING, ACCESSING, OR USING ANY SOFTWARE OR DOCUMENTATION FROM PTC, CUSTOMER HEREBY AGREES TO BE BOUND BY THIS AGREEMENT AND REPRESENTS THAT IT IS AUTHORIZED TO DO SO. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT OR IF YOU DO NOT HAVE AUTHORITY TO BIND THE COMPANY OR OTHER ORGANIZATION ON WHOSE BEHALF YOU ARE ACCEPTING THIS AGREEMENT, CLICK THE “I DECLINE” BUTTON AND RETURN TO PTC THE SOFTWARE AND DOCUMENTATION PRODUCTS PROVIDED TOGETHER WITH THIS AGREEMENT IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED WHEN YOU CLICK THE “I DECLINE” BUTTON. NOTE THAT FAILURE TO COMPLY WITH SUCH INSTRUCTIONS WITHIN THE TIME PERIOD SPECIFIED WILL VOID ANY RIGHT YOU WOULD OTHERWISE HAVE HAD FOR A REFUND OF ANY FEES PAID. EACH ORDER FOR LICENSED PRODUCTS MAY NOT BE CANCELLED ONCE THIS AGREEMENT HAS BEEN ACCEPTED.

IF CUSTOMER DID NOT OBTAIN THE LICENSED PRODUCT FROM PTC DIRECTLY, FROM AN AUTHORIZED PTC DISTRIBUTOR OR RESELLER OR FROM THE PTC ONLINE STORE (AT WWW.PTC.COM), CUSTOMER IS USING AN ILLEGALLY OBTAINED UNLICENSED VERSION OF THE APPLICABLE LICENSED PRODUCT. PTC REGARDS SOFTWARE PIRACY AS THE CRIME IT IS AND PURSUES (BOTH CIVILLY AND CRIMINALLY) THOSE WHO TAKE PART IN THESE ACTIVITIES. AS PART OF THESE EFFORTS, PTC MAY USE DATA MONITORING AND SCOURING TECHNOLOGIES TO OBTAIN AND TRANSMIT TO PTC DATA ON USERS OF ILLEGAL COPIES OF LICENSED PRODUCTS. IF CUSTOMER IS USING AN ILLEGAL COPY OF SOFTWARE, CEASE USING THE ILLEGAL VERSION AND CONTACT PTC TO OBTAIN A LEGALLY LICENSED COPY. BY USING THIS SOFTWARE, YOU CONSENT TO THE COLLECTION, USE, AND TRANSFER OF PERSONAL DATA (INCLUDING TO THE UNITED STATES) FOR THE PURPOSES OF IDENTIFYING USERS OF ILLEGAL COPIES OF OUR SOFTWARE. SUCH CONSENT SHALL BE BINDING ON ANY USERS OF THIS SOFTWARE, INCLUDING USERS OTHER THAN YOU.

IF YOU ARE USING PTC SOFTWARE, VISITING A PTC WEBSITE OR COMMUNICATING ELECTRONICALLY WITH US FROM A COUNTRY OTHER THAN THE UNITED STATES, VARIOUS COMMUNICATIONS WILL NECESSARILY RESULT IN A TRANSFER OF THIS INFORMATION ACROSS INTERNATIONAL BOUNDARIES.

CAPITALIZED TERMS NOT DEFINED IN THE TEXT BELOW ARE DEFINED IN SCHEDULE B AT THE END OF THIS AGREEMENT.

SCHEDULE A TO THIS AGREEMENT CONTAINS ADDITIONAL (OR ALTERNATIVE) TERMS APPLICABLE TO SPECIFIC GEOGRAPHIES.

1. License.

1.1 License Grant. Subject to the terms and conditions of this Agreement, PTC hereby grants to Customer a non-exclusive, revocable, non-transferable license, without any right to sub-license, to install and use the Licensed Products identified in the Quote during the applicable License Term, solely for Customer’s internal business purposes (unless otherwise stated in this Agreement) and solely in accordance with the applicable usage and license-type restrictions identified in the Quote and Licensing Basis Webpage and as set forth in the following paragraphs for specific products (“License”). Customer may install one copy of the Licensed Software on Customer’s server for the purpose of downloading and installing the Software onto other computers within Customer’s internal network up to the permitted number of licenses specified in the applicable Quote. Notwithstanding the foregoing:

- (i) 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.
- (ii) If the Licensed Software is Educational Software, Customer must be enrolled in, or employed by, an accredited, academic institution, and shall use the Licensed Software solely for educational purposes in a degree-granting program. If Customer does not meet one of these qualifications, Customer has no rights under this Agreement. 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 represents a violation of the terms of this Agreement.
- (iii) If the Licensed Software is provided by PTC on a “demo and test” or “non-production” basis (or similar designation), such Licensed Software may not be used in a production environment.

1.2 Perc Licensed Products. If the name of the Licensed Product on the applicable Quote includes the word “Perc”, the following provisions apply:

- (i) *Project/Architecture/Location (“PAL”) License*. Customer may only use the Licensed Software for the sole purpose of developing, testing and maintaining the Target Software and only for the Project(s) specified in the applicable Quote, on the Architecture(s) specified in the applicable Quote, and at the Location(s) specified in the applicable Quote. A PAL license includes 1 (one) Perc Developer Seat License and 1 (one) Runtime License.
- (ii) *Perc Developer License*. Customer may only use Perc Developer Licenses in quantities specified in the applicable Quote on a Concurrent User basis for developers, engineers, architects or other project team members that test, debug, build, analyze, troubleshoot or otherwise interact with the Target Software via the Licensed Software. Use of Perc Developer licenses requires an active PAL License for the same Project(s), Architecture(s), and Location(s).
- (iii) *Runtime License*. Customer may only use Runtime Licenses to distribute Runtime Components in licensed quantities as specified in the applicable Quote to execute the Target Software. Customer must purchase one (1) Runtime License for each core, processor, or node of each device or product containing the Runtime Components used to execute the Target Software distributed by Customer. Runtime Licenses may not be re-used or transferred between devices or products.

1.3 ApexAda Licensed Products. If the name of the Licensed Product on the applicable Quote includes the phrase “ApexAda”, the following provisions apply:

- (i) *Development Tools License*. Entitles customer to one license to use the Licensed Product as a Concurrent User Product for the sole purpose of developing, testing, and maintaining the Target Software.
- (ii) *Native Runtime License Grant*. If the Licensed Product on the applicable Quote includes the word “Native” in the product description, PTC hereby also grants Customer a license to use and distribute an unlimited quantity of Runtime Components for Native Deployment during the term of this Agreement.
- (iii) *Embedded Runtime License*. If the Licensed Product on the applicable Quote includes the word “Embedded” in the product description, PTC hereby also grants Customer a license to use and distribute an unlimited quantity of Runtime Components for Embedded Deployment during the term of this Agreement.

1.4 ObjectAda or AdaWorld Licensed Products. If the name of the Licensed Product on the applicable Quote includes the phrase “ObjectAda”, or “AdaWorld”, the following provisions apply:

- (i) *Development Tools License*. Entitles Customer to one license to use the Licensed Product as a Concurrent User Product for the sole purpose of developing, testing, and maintaining the Target Software.
- (ii) *Native Runtime License Grant*. If the Licensed Product on the applicable Quote includes the word “Native” in the product description, PTC hereby also grants Customer a license to use and distribute an unlimited quantity of Runtime Components for Native Deployment during the term of this Agreement.
- (iii) *Embedded Runtime License*. If the Licensed Product on the applicable Quote includes the word “Embedded” in the product description, Customer may only use Runtime Licenses to distribute Runtime Components in licensed quantities as specified in the applicable Quote to execute the Target Software. Customer must purchase one (1) Runtime License for each core, processor, or node of each device or product containing the Runtime Components used to execute the Target Software distributed by Customer. Runtime Licenses may not be re-used or transferred between devices or products.

1.5 TeleUSE Licensed Products. If the name of the Licensed Product on the applicable Quote includes the phrase “TeleUSE”, the following provisions apply:

- (i) *Development Tools License*. Entitles customer to one license to use the Licensed Product as a Concurrent User Product for the sole purpose of developing, testing, and maintaining the Target Software.

- (ii) *Runtime License Grant.* PTC hereby also grants Customer a license to use and distribute Runtime Components solely for Native Deployment in unlimited quantity during the term of this Agreement, subject to the following restrictions: (a) Customer may only use the Runtime Components of TeleUSE in conjunction with the TeleUSE Development Tools and Target Software only on the system network where the Licensed Product was originally installed; (b) Customer may statically-link portions of the Runtime Components of TeleUSE into Target Software provided that Runtime Components are usable only by the Target Software; (c) Customer may distribute Target Software (with statically-linked Runtime Components) without any additional royalties due to PTC, or other licenses, provided, however, Customer may not distribute Target Software with dynamically-linked Runtime Component libraries without obtaining prior written consent and distribution license rights from PTC.

1.6 X32 Products. If the name of the Licensed Product on the applicable Quote includes the word “X32”, such license entitles Customer to one license to use the Licensed Product as a Concurrent User Product.

1.7 Additional Restrictions on Use. Except as set forth above in Section 1, Customer shall not and shall not permit any third party(ies) to:

- (i) Engage in other network use of the Licensed Software, including without limitation using the Licensed Software either directly or through commands, data, or instructions from or to a computer not part of Customer’s internal network, for internet or hosting services or by any user not licensed to use the Licensed Software through a valid license from PTC.
- (ii) modify or create any derivative work of any part of the Licensed Products (provided however, that Customer may incorporate Runtime Components into the Target Software in accordance with the Documentation and license grant above, if applicable);
- (iii) rent, lease, or loan the Licensed Products;
- (iv) 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;
- (v) 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, except as expressly permitted in Schedule A, if applicable;
- (vi) 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;
- (vii) 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
- (viii) 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 1, 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).

If Customer uses any unlicensed or unauthorized copies of any PTC software, Customer agrees that, without limiting PTC’s right to terminate this Agreement for breach in accordance with Section 7 and without limiting any other remedies to which PTC may be entitled, Customer will pay to PTC the PTC then-current list price for all such unlicensed software, in addition to any fines or penalties that may be imposed by law.

1.8 Additional Restrictions on Use Applicable to Concurrent User Products. If the Licensed Product is a Concurrent User Product, the following provisions apply:

- (i) The number of Permitted Users accessing or operating a Concurrent User Product at any point in time may not exceed the number of Licenses in effect at such time for that particular Licensed Product.
- (ii) Only Permitted Users physically located in the Designated Country may access, operate and/or use the Licensed Products. Permitted Users who are not employees of Customer may use the Licensed Products while physically located at Customer’s site only.

1.9 Third Party Components and Bundled Third Party Products. Certain of the Licensed Products and Runtime Components may contain third party software components for which additional terms apply (“Third Party Components”), if so—the current additional terms are set forth on the Schedule of Third Party Terms available in the legal policies and guidelines section of <http://www.ptc.com>. Separately, third party software products that PTC resells and/or bundles for distribution with the Licensed Products are licensed to Customer directly by the manufacturer of such third party software products (“Bundled Third Party Products”). Such Bundled Third Party Products are also described on the Schedule of Third Party Terms. Customer agrees that

its use of Third Party Components and/or Bundled Third Party Products is subject to the terms of the Schedule of Third Party Terms. New Releases containing Third Party Components or Bundled Third Party Products may be subject to additional or different third party terms, of which PTC shall notify the Customer at the time such New Releases are delivered to the Customer. Any applicable open source software Third Party Components, as may be applicable, are available from PTC in a reasonable manner on or through a medium customarily used for software exchange.

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

2. Compliance.

2.1 License Usage Assessments. To confirm Customer's compliance with the terms and conditions hereof, Customer agrees that PTC may perform a usage assessment with respect to Customer's use of the Licensed Products. 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 assessment, all during normal business hours, and after reasonable prior notice from PTC.

2.2 Usage Reports. Upon written request from PTC, Customer agrees to provide to PTC an installation and/or usage report with respect to the Licensed Products. Such report shall be certified by an authorized representative of Customer as to its accuracy within ten (10) business days after receipt of any written request from PTC. 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 7 hereof.

3. **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 the intellectual property rights described above, Customer shall own the Target Software and of all copyright, trade secret, patent, trademark and other intellectual or industrial property rights in and to the Target Software (excluding any Runtime Components that may be incorporated into the Target Software).

4. Support Services; Warranty; Disclaimer of Warranties.

See Schedule A for a modified version of this Section 4 for Licensed Products licensed and used in Germany, Austria or Switzerland.

4.1 Support Services. Upon PTC's acceptance of an order for Support Services or for Licensed Products for which Usage License Fees apply, PTC agrees that it or its designated service provider shall provide the applicable Support Services in accordance with Schedule C. PTC does not offer Support Services for Runtime Licenses and for Runtime Components that are distributed as part of Customer's Target Software.

4.2 Warranty. PTC warrants to Customer that PTC is authorized to grant the License(s) and that, subject to Section 4.3, the Licensed Products will be free from Errors for a period of ninety (90) days following PTC's initial shipment to Customer or Customer's designee of such Licensed Products (the "Warranty Period").

4.3 Warranty Exceptions. PTC shall have no warranty obligations hereunder with respect to any (i) evaluation, "trial" or "express" Licenses, (ii) New Releases, (iii) computer software provided to Customer in the course of PTC's delivery of Training Services, (iv) Errors attributable to the use of the Licensed Product in an application or environment for which it was not designed or contemplated, (v) Errors attributable to any modifications or customizations of the Licensed Products, (vi) Licensed Products that are provided by PTC free of charge to Customer, and/or (vii) Sun Software, Oracle Software and/or Bundled Third Party Products.

4.4 Sole Remedy. PTC's and its licensors' entire liability and Customer's exclusive remedy for any breach by PTC of the warranty given in Section 4.2 above shall be, at PTC's sole discretion, either to (a) replace the Licensed Product(s) 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 may reasonably request. 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 notice of the Error and associated information from Customer is received by PTC, PTC will provide a refund of the license fees paid by Customer for the applicable Licensed Product(s) upon return of such Licensed Product(s) and any copies thereof.

4.5 **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 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 or Corporate Controller.

4.6 **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED IN SECTION 4, PTC DISCLAIMS (AND CUSTOMER WAIVES) ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, 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. THE LICENSED PRODUCTS ARE INTENDED TO BE USED BY TRAINED PROFESSIONALS AND ARE NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT, TESTING, SAFETY AND UTILITY. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY RESULTS OBTAINED FROM USING THE LICENSED PRODUCTS, INCLUDING THE ADEQUACY OF INDEPENDENT TESTING OF RELIABILITY 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.

5. **Indemnification; Infringement.**

5.1 **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 or Japanese 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) PTC shall have the sole 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 (save where one or more of the exclusions in Section 5.3 applies); and (c) Customer shall cooperate fully at PTC's expense with PTC in the defense, settlement or compromise of such claim. This Section 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 right.

5.2 **PTC's Right to Act to Prevent a Claim.** If a claim described in Section 5.1 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 Licensed Products and grant Customer a credit thereon. For Licenses purchased with a perpetual License Term, such credit shall be equal to the lesser of the License fees paid by Customer for such Licensed Product or PTC's list price for such Licensed Product at the time of the order therefor, in each case depreciated on a straight-line, five year basis. For Licenses purchased with 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.

5.3 **Exclusions from PTC's Obligation to Indemnify Customer.** PTC shall have no liability to Customer under Section 5.1 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 the Licensed Product in an application or environment for which it was not designed or not contemplated under this Agreement; (c) use of other than a current release of the Licensed Product(s) provided to Customer; (d) modification of the Licensed Product by anyone other than PTC or its employees or agents; or (e) any claims of infringement of any patent, copyright, trade secret, trademark or other proprietary right in which Customer has an interest.

6. **Limitation of Liability.**

See Schedule A for a modified version of this Section 6 for Licensed Products licensed and used in Germany, Austria or Switzerland.

6.1 The warranty and indemnification provisions of Sections 4 and 5 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 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.

6.2 EXCEPT FOR PTC'S INDEMNIFICATION OBLIGATIONS IDENTIFIED IN SECTION 5.1 ABOVE, THE MAXIMUM LIABILITY OF PTC AND ITS LICENSORS ARISING OUT OF, OR RELATING TO, THE CREATION, LICENSE, FUNCTIONING, USE OR SUPPLY OF THE LICENSED PRODUCTS OR THE PROVISION OF SERVICES OR OTHERWISE RELATING TO THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR

OTHERWISE, SHALL NOT EXCEED THE LESSER OF THE FEES PAID BY CUSTOMER FOR THE LICENSED PRODUCTS OR SERVICES THAT GAVE RISE TO THE CLAIM OR PTC'S LIST PRICE FOR SUCH LICENSED PRODUCTS OR SERVICES AT THE TIME OF THE ORDER THEREFOR.

6.3 IN NO EVENT SHALL PTC, ITS LICENSORS, ITS AFFILIATES (INCLUDING ITS SUBSIDIARY COMPANIES), 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.

6.4 Customer agrees not to bring any suit or action against PTC, and/or its subsidiaries and affiliates, and/or any of their respective directors, officers, employees or agents for any reason whatsoever more than one year after the cause of action arises. Customer recognizes that fees paid by Customer for the Licensed Products and Services are based in part on the disclaimer of warranty and limitation of liability provisions set forth herein and that, in the absence of Customer's agreement to such terms, the charges for the Licensed Products would be significantly higher. The limitations and exclusions set forth in this Section 6 shall not apply to any claim in respect of death or personal injury.

7. Term and Termination.

7.1 Events Causing Termination. This Agreement and all Licenses will terminate:

- (i) Automatically and without notice on the following events: (I) Customer's breach of any of clauses (i) through (vii) of Section 1.7 or Sections 3 or 8.4 hereof; (II) a receiver, trustee, liquidator, or such similar officer is appointed for Customer or for any of Customer's properties or assets; (III) Customer makes a general assignment for the benefit of Customer's creditors; (IV) Customer files a petition for its reorganization, dissolution or liquidation, or such a petition is filed against Customer and is not dismissed within sixty (60) days thereafter; or (V) Customer ceases doing business or commence dissolution or liquidation proceedings; or
- (ii) Thirty (30) days after written notice from PTC specifying a breach (other than as listed in Section 7.1(a) above) of this Agreement, including failure to make any payment due to either PTC or a Reseller in connection with the Licensed Products in a timely manner, if that breach is not, within that thirty (30) day period, remedied to PTC's reasonable satisfaction.

7.2 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, and certify in writing by an officer that Customer is in compliance with the foregoing requirements and that such Licensed Products are no longer in Customer's possession or in use.

7.3 Survival. Sections 2, 3, 4.6, 5, 6, 7.2, 7.3 and 8 shall survive expiration or termination of this Agreement.

8. General.

8.1 Governing Law and Jurisdiction. Unless otherwise stated in Schedule A, all disputes arising under, out of, or in any way connected with this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without reference to conflict of laws principles (and 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 litigated exclusively in the state or federal courts situated in the Commonwealth of Massachusetts, and in no other court or jurisdiction. 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. Customer agrees that the state and federal courts situated in the Commonwealth of Massachusetts shall have personal jurisdiction over its person, and Customer hereby irrevocably (i) submits to the personal jurisdiction of said courts and (ii) consents to the service of process, pleadings, and notices in connection with any and all actions initiated in said courts. 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. Each party waives its right to trial by jury in connection with any dispute arising out of this Agreement.

8.2 Notices. Any notice or communication required or permitted under this Agreement shall be in writing. In the case of notice to Customer, the notice shall be directed to the address set forth on the Customer's purchase order or to such other address as may be provided to PTC in writing. In the case of notice to PTC, such notice shall be directed to PTC, 140 Kendrick Street, Needham, MA 02494; Attn: Corporate Controller, with a copy to General Counsel. Any notice provided under this section shall be deemed to have been received: (a) if given by hand, immediately; (b) if given by mail, five (5) business days after posting; (c)

if given by express courier service, the second business day following dispatch in the jurisdiction of the sender; or (d) if given by fax, upon receipt thereof by the recipient's fax machine or as stated in the sender's transmission confirmation report as produced electronically by sender's fax machine.

8.3 Assignment, Waiver, Modification. Customer may not assign, transfer, delegate or sublicense any of Customer's 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 PTC'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.

8.4 Compliance with Laws. Customer agrees that it will use the Licensed Products, as well as related technology and services, in full compliance with applicable laws and regulations. Customer acknowledges and agrees that: (i) 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, and (ii) 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 hereby represents that: (x) neither Customer nor any of Customer's directors, officers or affiliates is identified 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 any similar Export Controls Division-Foreign Affairs and International Trade Canada listing that designates individuals or entities to which export restrictions apply (collectively, the "Restricted Parties Lists"), (y) it will not sell, offer, transfer, deliver, release, either directly or indirectly, the Licensed Products or related technology or services to any end-user: (A) that is either located in, a national of, or acting on behalf of a country subject to U.S. economic embargoes, or (B) that have been designated as prohibited or restricted parties by the U.S. Government, including but not limited to persons listed on the Restricted Parties Lists, or (C) engaged in activities related to the design, development, stockpiling, or proliferation of nuclear, chemical, or biological weapons, or missiles or missile systems, or (D) engaged in maritime nuclear propulsion activities. Unless prohibited by applicable law and without waiving sovereign immunity, Customer shall indemnify and hold harmless PTC and its employees against any damage, loss, liability or expense (including attorneys' fees) that PTC may incur as a result of Customer's failure to comply with this Section 8.4.

8.5 Severability. It is intended that this Agreement shall not violate any applicable law and the unenforceability or invalidity of any provision (other than the provisions obligating Customer to make payments to PTC) shall not affect the force and validity of the remaining provisions and such provisions determined to be invalid shall be deemed severed from this Agreement and, to the extent possible, be replaced with terms which as closely as possible approximate the interest and economic intent of such invalid provisions.

8.6 Entire Agreement. This Agreement is the complete and exclusive statement of the contract between PTC 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.

8.7 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.

8.8 Marketing. Customer agrees that while this Agreement is in effect, PTC shall be authorized to identify Customer as a customer/end-user of PTC software and services (as applicable) in public relations and marketing materials.

8.9 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.

8.10 High Risk Activity. Customer is solely responsible for the accuracy and adequacy of the Licensed Products for Customer's intended use. The Licensed Products are not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, air or space travel, power plant design or operation, communication systems, weapons systems, life support or medical operations or machines, or any other application in which the failure of the Licensed Products could lead directly to death, personal injury, or severe physical or property damage (collectively, "High Risk Activities"). PTC expressly disclaims any express or implied

warranty of fitness for High Risk Activities and will have no liability for any such activities. Customer assumes all risk arising out of or in connection with any use of the Target Software or equipment in connection with any High Risk Activities.

8.11 **Indemnification by Customer.** To the extent possible under applicable law, Customer will defend, indemnify, and hold harmless PTC and its directors, officers, agents, employees, members, subsidiaries, and affiliates from and against any claim, action, proceeding, liability, loss, damage, cost, or expense (including, without limitation, legal fees and expenses), (i) directly arising out of Customer's negligent use or intentional misuse of the Licensed Products (except with regard to PTC's indemnification obligations as provided in Section 5), or (ii) that PTC may suffer or incur by reason of the material breach of any of the provisions of this Agreement by the Customer, its employees, agents or sub-contractors caused by the negligent acts or omissions or willful misconduct of Customer, its employees, agents and sub-contractors, including without limitation, the excepted cases set forth in Section 5 above.

Schedule A – Purchases from PTC Affiliates

If the Customer has obtained a License to any Licensed Products in one of the following countries, the entity granting the License is specified below and, notwithstanding Section 8.1 of this Agreement, the governing law and jurisdiction shall be as set forth below.

Country	PTC Affiliate Licensing Entity	Governing Law/Jurisdiction for Disputes
Belgium, Netherlands, Luxembourg	Parametric Technology Nederland B.V.	Netherlands
Austria, Germany	Parametric Technology GmbH	German Law*, Landgericht München I, Germany
France	Parametric Technology S.A.	France
Ireland	PTC Software and Services (Ireland) Limited	Republic of Ireland
Italy	Parametric Technology Italia S.r.L.	Italy
Spain, Portugal	Parametric Technology España, S.A.	Spain
Switzerland	Parametric Technology (Schweiz) AG	German Law*, Landgericht München I, Germany
United Kingdom	Parametric Technology (UK) Limited	United Kingdom
Remaining countries of the European Union	PTC Software and Services (Ireland) Limited	Republic of Ireland
Turkey, Kosovo, Serbia, Macedonia, Montenegro, Croatia, Bosnia and Herzegovina, and Albania	PTC Software and Services (Ireland) Limited	Republic of Ireland
The Russian Federation	PTC International LLC	Russian Law / International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation in Moscow
Belarus, Moldova, Ukraine, Armenia, Georgia, Azerbaijan, Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan, and Uzbekistan	PTC Software and Services (Ireland) Limited	Republic of Ireland
Norway, Sweden, and Denmark, Finland, Iceland, and the Faeroe Islands	PTC Sweden AB	Sweden
Japan	PTC Japan K.K.	Japan / Tokyo District Court
China	Parametric Technology (Shanghai) Software Co., Ltd.	The People's Republic of China/China International Economic and Trade Arbitration Commission in Shanghai
Taiwan	Parametric Technology Taiwan Limited	Taiwan / Courts of Taipei, Taiwan
India	Parametric Technology (India) Private Limited	India

Country	PTC Affiliate Licensing Entity	Governing Law/Jurisdiction for Disputes
Korea	Parametric Technology Korea Ltd.	Republic of Korea
Other Asia Pacific Countries including Australia and New Zealand, but excluding China, Japan and Taiwan)	PTC Inc.	Special Administrative Region of Hong Kong / Hong Kong International Arbitration Centre
Canada	PTC (Canada) Inc.	Ontario
Any other country	PTC Inc., or such other affiliate of PTC as PTC directs at the time of the order	Commonwealth of Massachusetts, United States

* **Specific Provisions for Austria, Germany and Switzerland:**

For Licensed Products licensed and used in Austria, Germany or Switzerland, the following provisions shall apply. The following provisions shall have no applicability to any Licensed Products or Services purchased outside of Austria, Germany or Switzerland. References to sections below are references to the applicable sections in the body of the Agreement.

- Section 1.7(v) above shall not apply to the extent that (i) the processes Customer undertakes are required to achieve information necessary to achieve interoperability of an independently created computer program with other software programs, (ii) the further requirements of Section 69e of the German Copyright Act are fulfilled and (iii) PTC, upon Customer's written request, has not made available the information required for this within a reasonable period.
- Sections 4.2 (Warranty), 4.4 (Sole Remedy), 4.5 (No Additional Warranties) and 4.6 (Disclaimer of Warranties) are hereby replaced by the following provisions:

4.2 Warranty Period, Restarts and Investigation Duty. The limitation period for warranty claims shall be twelve (12) months from delivery. Any replacement of the Licensed Product(s) and/or repair of Errors will not restart the warranty period. The pre-requisite for the Customer's warranty claims (Mängelansprüche) is that: (i) the Customer inspects the Licensed Products according to Section 377 German Commercial Code, (ii) the defect is an Error as defined in this Agreement, (iii) the Error already existed at the time of delivery and (iv) the Customer effects a proper notification of the Error. Customer shall provide notifications of Errors to PTC in writing and Customer shall provide specific details of the Error as deemed reasonable under the specific circumstances. Customer shall notify PTC of obvious Errors in writing within one week of delivery and of latent Errors within one week of discovery of such Error. The periods specified are preclusion periods.

4.4 Remedies. In the event of an Error, PTC in its sole discretion may: (a) replace the Licensed Product(s) or (b) repair the Error, provided that notice of the Error is received by PTC within the periods set forth in Section 4.2 and Customer provides such additional information regarding the Error as PTC may reasonably request. If the repair (either by providing a bug fix, a workaround or otherwise) or replacement is not successful (after at least two repair attempts for the same Error by PTC within a reasonable period of time), Customer shall be entitled, at Customer's choice, to either: (i) rescission of the affected order so that PTC provides a refund of the license fees paid by Customer for the applicable Licensed Product(s) upon return of such Licensed Product(s) and any copies made thereof or (ii) a reasonable reduction in the purchase price. Replacements or repairs shall be made without acknowledgement of a legal obligation and shall not suspend the limitation period for warranty claims related to the Licensed Products.

4.5 No Additional Warranties. No employee, partner, distributor (including any Reseller) or agent of PTC or any of its resellers or sales agents is authorized to give representations, warranties or covenants greater or different than those contained in this Agreement, 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 or Corporate Controller. Apart from claims for damages based on Errors that are subject to the limitation of liability as set forth in Section 6, the obligations provided for in this Section 4 shall be PTC's exclusive liability in case of warranty claims.

4.6 Customer Responsibility. The Licensed Products are intended to be used by trained professionals and are not a substitute for the exercise by Customer of professional judgment, testing, safety and utility in their use. Customer is solely responsible for any results which were obtained by using the Licensed Products, including the adequacy of independent testing of reliability and accuracy of any item designed using Licensed Products.

4.7 Qualities (Beschaffenheit), Guarantees. Qualities of the Licensed Products stated in publications of PTC or its sales representatives, in particular in advertising, in drawings, brochures or other documents, including presentations in the Internet, or on packaging and labeling of the Licensed Products, or which fall under trade usages, shall only be deemed to be covered by the contractual quality of the Licensed Products if such qualities are expressly contained in an offer or an order confirmation in writing. Guarantees, in particular guarantees as to quality, shall be binding on PTC only to the extent to which they (i) are contained in an offer or an order confirmation in writing, (ii) are expressly

designated as “guarantee” or “guarantee as to condition” (Beschaffenhheitsgarantie), and (iii) expressly stipulate the obligations for PTC resulting from such guarantee.

- Section 6 is hereby replaced by the following provisions:

6. Limitation of Liability

6.1 Liability Categories. PTC shall be liable for damages, regardless of the legal grounds, only if: (i) PTC breaches a material contractual obligation (cardinal obligation) culpably (i.e., at least negligently), or (ii) the damage has been caused by gross negligence or willful intent on the part of PTC or (iii) PTC has assumed a guarantee.

6.2 Predictability. PTC’s liability shall be limited to the typical, foreseeable damage: (i) if PTC breaches material contractual obligations (cardinal obligations) with slight negligence, or (ii) if employees or agents of PTC who are not officers or executive staff have breached other obligations by gross negligence, or (iii) if PTC has assumed a guarantee, unless such guarantee is expressly designated as guarantee as to condition (Beschaffenhheitsgarantie).

6.3 Maximum Amount. In the cases of Section 6.2 (i) and (ii), PTC’s liability shall be limited to a maximum amount of EURO 1,000,000 or, in case of purely financial losses, to a maximum amount of EURO 100,000.

6.4 Indirect Damages. In the cases of Section 6.2, PTC shall not be liable for indirect damages, consequential damages or loss of profit.

6.5 Liability Period. Customer’s claims for damages against PTC and/or PTC’s affiliates, regardless of the legal grounds, shall expire at the latest one year from the time the Customer gains knowledge of the damage or, irrespective of this knowledge, at the latest two years after the damaging event. For claims based on Errors of the Licensed Product(s), the warranty limitation period pursuant to Section 4.2 shall apply.

6.6 Mandatory Liability. PTC’s liability pursuant to the German Product Liability Act (Produkthaftungsgesetz), for injury of life, body and health, for fraudulent concealment of a defect or for the assumption of a guarantee as to condition (Beschaffenhheitsgarantie) remains unaffected.

6.7 Employees. Sections 6.1 to 6.6 shall also apply in the case of any claims for damages of Customer against employees or agents of PTC and/or PTC’s affiliates.

6.8 Contributory Negligence. In the event of a guarantee or liability claim against PTC any contributory fault of Customer must be taken into account accordingly, particularly in the event of inadequate fault notification or inadequate data securing. It constitutes inadequate data securing if the client, among others, does not, by way of appropriate state of the art security measures, take precautions against external influences, e.g. computer viruses and other phenomena which could put individual data or an entire data stock at risk.

Schedule B - Definitions

“Architecture” means the software environment host-target configuration upon which the Target Software will be built, tested, deployed, and maintained, as specified in the applicable Quote. Architecture is defined as a specific Host Platform (Linux, Windows, Solaris, etc...) targeting a specific processor family (PowerPC, Intel x86, Intel XScale, i.MX20, i.MX31, etc...) and specific operating system/runtime/kernel (VxWorks, VxWorks 653, VxWorks MILS, LynxOS, LynxOS SE, LOS178, PERC Pico, etc...).

“Concurrent User Products” means the Licensed Products licensed on a concurrent user basis, as specified either in Section 1.7 of this Agreement or in the Quote.

“Designated Country” means the country of installation specified in writing by Customer to PTC at the time Customer places an order of the Licensed Products. Customer may, from time to time, change 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.

“Development Tools” means the set of software programs, data, and documentation provided by PTC for the purpose of assisting Customer in the construction, test, debug, execution analysis, and lifecycle maintenance, and deployment of Target Software.

“Documentation” means the applicable Licensed Software user manuals, installation guides, “Readme” text files, or on-line help files provided or made available by electronic means by PTC at the time of shipment of the Licensed Software.

“Educational Software” means Licensed Products identified as “Priced for Education,” “Student Edition,” “Schools Edition,” “Schools Advanced Edition,” “University Edition,” “Professor’s Edition/Version” or “Academic Edition/Version,” or otherwise designated as educational or academic licenses.

“Embedded Deployment” means the Target Software created on a specific Host Platform will be executed in a Target Platform that is a different processor architecture and/or operating system than the Host Platform.

“Embedded Development Tools” means the Licensed Software will be used on a specific Host Platform for the purpose of creating Target Software that will be deployed to and executed on a different processor architecture and/or different operating system than that of the Host Platform.

“Error” means a failure of the Licensed Software to conform substantially to the applicable Documentation, provided that Customer informs PTC of such failure in writing and PTC is able to replicate such failure after making reasonable efforts.

“Host Platform” means the computing configuration upon which Customer will use the Licensed Products to develop the Target Software, including processor and operating system software, as specified in the applicable Quote.

“License” shall have the meaning set out in Section 1.1 of the body of the Agreement.

“License Term” means the time period during which the License for the applicable Licensed Products shall be in effect, as specified in the name of the Licensed Product or in the applicable Quote (subject to earlier termination pursuant to the terms hereof) or, if no Quote was provided to Customer, as otherwise communicated by PTC to Customer. 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 from the date of Customer’s request for an evaluation license, unless otherwise specifically designated by PTC, and the evaluation License will cease to be operational after such term expires. The License Term of a “subscription” License is as specified in the Quote and/or the invoice, and such License includes Support Services during such License Term at no additional fee.

“Licensed Product” means collectively the Licensed Software and the Documentation.

“Licensed Software” means, collectively, the computer software product identified in the applicable Quote, as well as (i) any software product that is provided to operate with such computer software product (e.g., modules, software bundled with this software product, etc.), but excluding any software that is a consulting services deliverable, (ii) any Error corrections pursuant to Section 4.4 hereof, (iii) any updates, Error corrections and/or New Releases provided to Customer by PTC pursuant to Support Services purchased by Customer and (iv) any computer software provided to Customer in the course of PTC’s delivery of Training Services.

“Licensing Basis Webpage” means the “Licensing Basis” document at http://www.ptc.com/support/customer_agreements/index.htm, which specifies the licensing basis of PTC’s different products and states certain additional product-specific terms and conditions.

“Location” means physical location where a Project is developed, tested, and maintained. Unless otherwise specified, a Location includes a single building, physically contiguous campus, or specified metro area.

“Native Deployment” means the Target Software created on a specific Host Platform will be executed on the same Host Platform or in a Target Platform that is of the same processor architecture and operating system as the Host Platform.

“Native Development Tools” means the Licensed Software will be used on a specific Host Platform for the purpose of creating Target Software that will be deployed to and executed on the same Host Platform or in a Target Platform that is of the same processor architecture and operating system as the Host Platform.

“New Release” means 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” means 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 the 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. Customer shall at all times be responsible for its Permitted Users’ compliance with this Agreement.

“Project” means Customer’s commercial product name, program name or project name used for a specific application purpose and identification as described in the applicable Quote.

“Quote” means the PTC product schedule, quote or order confirmation provided to Customer in connection with the purchase of the applicable Licensed Product or, if no such document is provided, Customer’s purchase order for such Licensed Product, if any.

“Reseller” means a third-party appointed and authorized by PTC to resell or distribute any Licensed Product.

“Runtime Components” means components of the Licensed Software that is downloaded with, embedded in, or otherwise facilitates and enables the execution and operation of the Target Software.

“Runtime License” means the license(s) purchased by Customer from PTC for deployment to each core processor on each end target device, platform, or system for the purpose of executing Customer’s Target Software (each such Runtime License incorporating one copy of the Runtime Components).

“Services” means collectively Support Services and Training Services.

“Support Services” means 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, all in accordance with Schedule C attached to this Agreement.

“Target Platform” means target computing configuration upon which License will install and operate the Target Software, including processor and operating system software, as specified on the applicable Quote.

“Target Software” means the software created by Customer with the Development Tools, pursuant to this Agreement, and incorporating the Runtime Component of the Software, as specified on the applicable Quote.

“Training Services” means instruction or other training provided by PTC in the use of the Licensed Products. “Training Services” does not include PTC’s e-Learning training products (e.g., “PTCU”), which are considered Licensed Products for purposes of this Agreement.

“Uplift Fee” means 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 the Licensed Product.

Schedule C - PTC Support Services Terms and Conditions

The following additional terms and conditions apply to the provision of Support Services by PTC:

Support Services Plan; Levels of Support Services. Upon PTC's acceptance of Customer's order 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"). All Support Services are provided subject to Customer's payment for such services at PTC's then-current rates. If Customer at any time discontinues Support Service of the Licensed Product(s), and subsequently wishes to obtain Support Services, Customer must pay (i) the then current fees for Support Services and (ii) the applicable reinstatement fees for any period for which Customer has not purchased Support Services. The then current levels of Support Services offered and the corresponding services provided thereunder are described on <http://www.ptc.com> at <http://support.ptc.com/support/services/support-policies>

A Support Services Plan may not be cancelled by Customer following PTC's acceptance of an order for such Support Services Plan. Support Services ordered by Customer must be purchased for all Licenses granted to Customer for such Licensed Products maintained on the same computer, server, virtual machine or hypervisor ("License Block"). Any violation of the forgoing require shall require Customer to pay fees for Support Services for any period for which Customer has not purchased Support Services for the applicable License Block. PTC is obligated to provide Support Services only during periods for which Customer has paid the applicable Support Services fees and only in accordance with the level of Support Services Customer has purchased. The services offered under any Support Services Plan may change from time to time, and PTC may cease to offer Support Services Plans at any time without notice, subject only to the obligation to refund to Customer the unused portion of any previously paid applicable Support Services fee (on a prorated basis).

(a) **Telephone Support.** If Customer purchases Support Services at a level that includes telephone support, Customer may utilize PTC's telephone support service to report problems and seek assistance in use of the Licensed Products. The hours during which PTC will provide telephone support will vary depending upon the level of Support Services ordered by Customer. For all levels of Support Services that include telephone support, PTC will provide telephone support in the languages, and during normal business hours for the countries, listed on PTC's website at the website URL listed above. For levels of Support Services that include telephone support during non-business hours, PTC will provide such support in the English language only. Regardless of the total number of the Licensed Products licensed by Customer, Customer is entitled to telephone support only in direct connection with Licenses that are covered by a Support Services Plan at a level that includes telephone support.

(b) **Repair of Errors.** If Customer's Support Services Plan includes repair or workaround of Errors, PTC shall use diligent efforts to repair Errors or provide workarounds as required in such Support Services Plan, provided notice of the Error is received by PTC during the term of a Support Services Plan and Customer supplies such additional information regarding the Error as PTC may reasonably request.

(c) **New Releases.** Determination of whether a New Release will be made available to Customer at no additional cost or will be made available only for an additional cost is the sole and exclusive right of PTC. Subject to different terms for particular products set forth at <http://support.ptc.com/support/services/support-policies>, following shipment of the New Release, the previous release shall remain "current" for purposes of this Agreement for a period of ninety (90) days; thereafter only such New Release will be current.

(d) **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 Licensed Products; (ii) caused by changes to the Customer's operating systems, environment, databases or other system components which adversely affect the Licensed Products; (iii) caused by Customer's modification of the Licensed Product or use thereof in combination or interconnection with software not provided by PTC; (iv) use of the Licensed Product on a computer, operating system, software or peripherals other than a computer, operating system, software or peripherals for which such Licensed Product was designed for and licensed for use on; (v) caused by improper or unauthorized use of the Licensed 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 shall only be responsible for responding to problems reported by one of the two (2) technical contacts for Customer's main location (which technical contacts and main location have previously been identified in writing to PTC by Customer), and for sending New Releases to the "Central Support Location" designated by Customer in writing. Customer is responsible for the distribution of New Releases to any of Customer's additional locations where Licensed Products are authorized to be used. Customer is responsible for providing to PTC in writing the name, address, phone number, fax number, and e-mail address for each of Customer's designated contacts and Customer's Central Support Location.

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