

# PTC SOFTWARE PRODUCTS LICENSING BASIS FOR TRAINING AND EDUCATION PRODUCTS

### **Scope of this Document**

This document sets out the licensing basis and restrictions for PTC's training and education Licensed Products. In most cases, this document is incorporated into the legal documents governing the Customer's use of software licensed from PTC (collectively the "License Agreement"). In the event of inconsistency between this document and the PTC quote pursuant to which the Customer purchased the licenses (the "Quote"), the Quote shall govern. For example, this document may identify that a product is licensed in a particular way, but if the product name on the Quote specifies a different licensing basis, the Quote shall govern. PTC may update this document from time to time, but each purchase made by the Customer will be governed by the most current version of this document in effect at the time of the purchase.

#### **Training Products**

#### **PTC University Learn Online Subscriptions**

- PTC University Learn licenses are licensed on a Registered User basis (also referred to as "Named User"), which means that the
  license can only be used by one person on a password-restricted basis. Password sharing is not permitted.
- Licenses cannot be reassigned except: (i) at the end of each contract year, or (ii) where the Registered User is no longer a Customer employee or transfers to a role that does not require the person to use PTC software.
- PTC University reserves the right to add, delete, and modify courses in any Learn offering at any time.
- Learn is an auto-renewing subscription license, billed annually in advance.

## **PTC University Enterprise LEARN Subscriptions**

- PTC University Enterprise LEARN subscriptions may be used by all users whose PTC eSupport accounts specify the customer number (or series of customer numbers) associated with the Customer in the Quote.
- PTC will monitor enrollments every three months commencing on the contract start date (each such three-month period is a contract quarter).
- Each contract quarter, if a Customer reaches their quarterly enrollment limit, the Customer will be required to either purchase more licenses to cover the additional enrollments, or enrollments will be blocked in order to stay within the quarterly enrollment limits for that contract quarter.
- Unused quarterly enrollments will expire at the end of the contract quarter term (i.e., they will not roll-over into any other contract quarter) and will not be refunded or transferred to another contract or account.
- PTC reserves the right to add, delete, and modify courses in any Learn offering at any time.
- Enterprise LEARN is an auto-renewing subscription license, billed annually in advance.

# **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," "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.

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#### **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	Education License	Research	Internship	Commercial
(4)	.,	License	License	License
K – 12 Schools, Undergraduate classes (*)	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		Х		
Publication of research results in open source platforms		Х		
University owned research lab/center		Х		
Graduate student projects – funded with deliverables (IP		Х		
remains property of university)				
Curriculum development – open source sharing		Х		
Academic non-profits or consortiums		Х		
Teaching Hospital			Х	
Commercial enterprise uses employees to train			Х	
undergraduate or graduate interns				
Commercial enterprise uses interns to develop				Х
commercial IP				
National Laboratories				X
Start-up commercial enterprises				Х
Individual consulting				X

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

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