**License**

PTC CUSTOMER AGREEMENT  
  
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 UTILIZES 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.  
  
IN ORDER TO UNDERSTAND THE PREFERENCES OF OUR SOFTWARE USERS, PTC USES   
DATA MONITORING TECHNOLOGIES TO OBTAIN AND TRANSMIT DATA ON SYSTEM USE   
AND PERFORMANCE AND FOR GATHERING USER DATA AND USE METRICS ON USERS   
OF OUR SOFTWARE.  WE WILL SHARE THIS DATA WITHIN PTC, ITS AFFILIATED   
COMPANIES AND OUR BUSINESS PARTNERS, INCLUDING WITHIN THE UNITED   
STATES AND ELSEWHERE FOR TECHNICAL AND MARKETING PURPOSES AND WILL   
ENDEAVOR TO ENSURE THAT ANY SUCH DATA TRANSFERRED IS APPROPRIATELY   
PROTECTED.  OUR COMMERCIAL LICENSES PERMIT USERS TO OPT-OUT OF THIS   
DATA COLLECTION AND OUR STUDENT/EDUCATIONAL VERSIONS ONLY COLLECT DATA   
ON SYSTEM USE AND PERFORMANCE.  OUR FREE AND TRIAL VERSIONS OF   
SOFTWARE DO NOT ALLOW USERS TO OPT-OUT OF THIS DATA COLLECTION,   
INCLUDING USER DATA.  
  
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.  
IF YOU DO NOT CONSENT TO THE COLLECTION AND/OR TRANSMISSION (INCLUDING   
TO THE UNITED STATES) OF YOUR DATA AS DESCRIBED ABOVE, DO NOT DOWNLOAD   
OR USE PTC SOFTWARE.  BY (I) USING FREE OR TRIAL SOFTWARE OR (II) NOT   
OPTING-OUT OF THE COLLECTION OF CERTAIN PERSONAL DATA AS YOU ARE ABLE   
TO WITH PTC COMMERCIAL SOFTWARE, YOU CONSENT TO PTC’S COLLECTION, USE,   
AND TRANSFER OF YOUR PERSONAL DATA (INCLUDING TO THE UNITED STATES).  
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 and solely in accordance with the applicable usage and   
license-type restrictions identified in the Quote and in the the   
Licensing Basis Webpage (“License”). Notwithstanding the foregoing:  
(a) 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.  
(b) 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.  
(c) If the Licensed Software is sold 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 Designated Country/Computers/Networks. Subject to Section 1.3,   
Customer may only install and operate Licensed Products on the   
applicable Designated Computers or Designated Networks on computer   
systems and networks situated in the applicable Designated Country.   
Customer may, from time to time, change the Designated Computer,   
Designated Network, 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 PTC transfer   
fees and/or Uplift Fees, as well as any taxes, tariffs or duties that   
may be payable as a result of such move (collectively, the “Relocation   
Charges”). Notwithstanding the foregoing, Registered Users need not be   
located in the Designated Country when accessing a Registered User   
Product.  
  
1.3 Global/Restricted Global Licenses. If a Concurrent User Licensed   
Product is licensed by PTC on a “Global” or “Restricted Global” basis,   
Section 1.2 shall not apply to such Licensed Products and the   
following provisions shall apply instead:  
(i) Global Licenses. Subject to the other requirements of this   
Agreement, a Global License allows the Customer to install, operate   
and use such Licensed Product at any Customer’s site(s) throughout the   
world.  
(ii) Restricted Global Licenses. Subject to the other requirements of   
this Agreement, a Restricted Global License allows the Customer to   
install, operate and use such Licensed Product at any Customer site(s)   
located in the Designated Country and/or in any Permitted Country.   
“Permitted Countries” means China, India, Russia, the Czech Republic,   
Poland, Hungary, Malaysia, South Africa, Israel, Mexico, Brazil,   
Argentina, and Romania.  
  
1.4 Additional Restrictions on Use. 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, except as expressly permitted in Schedule A, if applicable;  
(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;  
(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 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.  
  
1.5 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) Except with respect to Integrity and Implementer Products, 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.  
(iii) Where a Concurrent User Product is Licensed on a “fixed,”   
“locked” or “node-locked” basis, or the Licensed Product is licensed   
as a “Designated Computer” product, such Licensed Product is licensed   
to operate solely on the Designated Computer on which it is installed.  
  
1.6 Additional Restrictions on Use Applicable 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. 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 Licensed 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.  
  
1.7 Additional Restrictions on Use Applicable to Designated Server   
Products. 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 such 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.   
Customer may, from time to time, change the Designated Server(s) for a   
Designated Server Product, and/or the location thereof, provided that   
in each case (a) Customer shall give prior written notice to PTC of   
any such change, and (b) upon transferring the Designated Server   
Products to a different Designated Country, Customer pays all   
applicable Relocation Charges.   
  
1.8 Third Party Components and Bundled Third Party Products. Certain   
of the Licensed Products may contain third party software components   
for which additional terms apply (“Third Party Components”). 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, certain third party software products   
that PTC may elect to bundle 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.  
  
1.9 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 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, such   
report shall include a list of all users for whom Customer has issued   
a password or other unique identifier to enable such individual to use   
the Registered User Product). 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.  
  
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. A Support Services plan may not be cancelled by   
Customer following PTC’s acceptance of the order therefor. PTC and/or   
its authorized subcontractors shall provide Support Services at the   
appropriate level in accordance with the policies at   
http://www.ptc.com/support/maintenance/maintenance\_support\_policies.htm.  
  
If Customer does not order Support Services to commence on shipment   
of the Licensed Product(s) and on a continuing basis thereafter, 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. With respect to Registered User Products,   
e-Learning products and Integrity and Implementer Products, Support   
Services ordered by Customer must cover all Licenses granted to   
Customer for such Licensed Products. The services offered under any   
Support Services plan may change from time to time. In addition, PTC   
may cease to offer any Support Services 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). PTC shall have no Support Services obligations   
hereunder with respect to any evaluation Licenses or Licensed Products   
that are provided by PTC free of charge to Customer.  
  
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 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 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.  
  
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:  
(a) Automatically and without notice on the following events:   
(I) Customer’s breach of any of clauses (i) through (vii) of Section   
1.4 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  
(b) 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 stipulates 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 Export. Customer hereby warrants and represents that Customer is   
eligible under applicable U.S. and Canadian export laws to receive   
and use the Licensed Products and technical data related thereto and   
that neither Customer nor any of Customer’s directors, officers or   
affiliates is listed on any U.S. Department of Commerce listing or   
U.S. Department of Treasury listing or any similar Export Controls   
Division-Foreign Affairs and International Trade Canada listing that   
designates individuals or entities to which export restrictions   
apply. Customer shall not export or re-export, directly or   
indirectly, or provide to any other person or entity for export or   
re-export, any Licensed Products, or technical data related thereto,   
without first complying with all applicable export control regulations   
of any jurisdiction to which Customer or the Licensed Products are   
subject, including, without limitation, obtaining any necessary export   
or re-export consent from the U.S. Department of Commerce, Export   
Controls Division-Foreign Affairs and International Trade Canada or   
other governmental authority. Customer will indemnify and hold PTC   
harmless 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.  
  
8.5 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.  
  
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  
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 1.4 (iv) 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 judgement, 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” (Beschaffenheitsgarantie),   
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 wilfull 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 (Beschaffenheitsgarantie).  
  
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 EU RO   
1,000,000 or, in case of purely financial losses, to a maximum amount   
of EU RO 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 (Beschaffenheitsgarantie)   
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  
  
“Concurrent User Products” means the Licensed Products licensed on a   
concurrent user basis, as specified either in the Quote or at the   
Licensing Basis Webpage.  
  
“Designated Computer” means the central processing unit(s) designated   
in writing by Customer to PTC at the time of installation of the   
Licensed Products (as may be modified in accordance with Section 1.2   
of this Agreement).  
  
“Designated Computer Product” means the Licensed Products licensed on   
a “Designated Computer” basis or otherwise designated as “fixed,”   
“locked” or “node-locked”, as specified either in the Quote or at the   
Licensing Basis Webpage.  
  
“Designated Country” means the country of installation specified in   
writing by Customer to PTC at the time Customer places its order of   
the Licensed Products. The Designated Country may be changed only in   
accordance with Section 1.2 of this Agreement.  
  
“Designated Network” means the network designated in writing by   
Customer to PTC at the time of installation of the Licensed Products   
(as may be modified in accordance with Section 1.2 of this Agreement).  
  
“Designated Server” means a computer server designated in writing by   
Customer to PTC at the time of installation of the Licensed Products   
(as may be modified in accordance with Section 1.2 of this Agreement)   
that has one unique instance of the applicable installed Licensed   
Product application.  
  
“Designated Server Products” means the Licensed Products licensed on a   
Designated Server basis, as specified either in the Quote or at the   
Licensing Basis Webpage.  
  
“Documentation” means the applicable Licensed Software user manuals   
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.  
  
“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.  
  
“External User” means a Registered User who is a vendor or other third   
party external to the Customer and its affiliates.  
  
“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   
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.  
  
“License Locked Product” means a Licensed Product licensed for use   
with another PTC product to which the License Locked Product is an   
extension. The License Locked Product will assume the licensing basis   
of such other product.. License Locked Products are specified either   
in the Quote or at the Licensing Basis Webpage.  
  
“Licensed Products” 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.  
  
“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.  
  
“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.  
  
“Per Instance Product” means a Licensed Product for which one License   
is required for each instance of a system to which the applicable   
Licensed 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. The Licensed Products that are Per Instance Products are   
identified either in the Quote or at the Licensing Basis Webpage.   
  
“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.  
  
“Registered User” means a Permitted User for whom Customer has   
purchased a License to use a Registered User Product and for whom   
Customer has issued a password or other unique identifier to enable   
such individual to use the Registered User Product.  
  
“Registered User Products” means the Licensed Products licensed on a   
Registered User basis, as specified either in the Quote or at the   
Licensing Basis Webpage.  
  
“Reseller” means a third-party appointed and authorized by PTC to   
resell or distribute any Licensed Product. .  
  
“Services” means collectively Support Services and Training Services.  
  
“Site License” means a Licensed Product for which one License is   
required for each Customer location, as specified either in the Quote   
or at the Licensing Basis Webpage. Multiple customer facilities   
located in the same city or town (based on postal address) shall be   
considered one “location,” whereas locations located in different   
cities or towns will require multiple Site Licenses.  
  
“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.  
  
“Usage License Fee” means an ongoing fee that commences upon   
installation of the applicable Licensed Product and that, during the   
period for which the Usage License Fee is paid, entitles Customer to   
(i) continued use of the Licensed Product in accordance with the terms   
of the License and (ii) telephone support, Error corrections or   
workarounds, and New Releases for such software.

Done