

PTC® Community Agreement

1. Binding Agreement

BY ACCESSING AND USING PTC COMMUNITY, YOU AGREE TO BE LEGALLY BOUND AND TO ABIDE BY THE TERMS OF THIS AGREEMENT JUST AS IF YOU HAD SIGNED THIS AGREEMENT. If you do not wish to be bound by this Agreement, you may not, or may not continue, to access or use PTC Community in any way.

PTC may modify the terms of this Agreement at any time and in any manner. You will be notified in the event of such modification. If any modification to the terms of this Agreement is unacceptable to you, you must immediately stop accessing or using PTC Community in any way. YOUR CONTINUED ACCESS OR USE OF PTC COMMUNITY FOLLOWING ANY MODIFICATION TO THE TERMS OF THIS AGREEMENT SHALL BE CONCLUSIVELY DEEMED AS ACCEPTANCE OF SUCH MODIFICATION(S).

The terms of this Agreement together constitute the entire and only agreement and understanding between PTC and you with respect to PTC Community. At its sole discretion and without prior notice or liability to you, PTC may discontinue or alter any aspect of PTC Community.

2. Registration

To register as a PTC Community user, you will need to create a screen name to identify yourself to others. You must be legally competent to enter into contracts. You may not have a screen name that is vulgar, attempts to impersonate another person or violates the rights of others, including the intellectual property rights of any person or entity. PTC also may reject any screen name that PTC determines at its discretion is unacceptable for use on PTC Community.

The information you provide during registration must be accurate and complete, and you agree not to register under the name of another person or otherwise impersonate any other person, including any PTC Community user, moderator, public figure, or PTC employee. If, after investigation, PTC has reasonable grounds to suspect that your information is untrue, inaccurate, not current, or incomplete, PTC may suspend or terminate your account and prohibit your future use of PTC Community.

PTC explicitly disclaims liability for any and all losses and damages arising from your failure to comply with this section.

3. RULES OF USE ~ User Responsibilities

You agree to access and use PTC Community only for lawful purposes, and you agree not to interfere with another user's access, use, or enjoyment of PTC Community. PTC encourages mature and polite debate. Derogatory and/or offensive content of any kind is not appropriate discourse. In addition, you should ensure that you not disclose information that is confidential in nature. You must at all times comply with The RULES OF USE contained on APPENDIX 1 and you agree that any non-compliance with the RULES OF USE may result in immediate termination of your account on PTC Community. You also are prohibited from posting, transmitting, or otherwise providing to PTC Community (including links to such content) any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, indecent, profane, hateful, and/or racially, ethnically, or otherwise objectionable material of any kind whatsoever including, but not limited to, any material which encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law.

PTC is not a publisher and cannot and does not guarantee or provide any warranty regarding the accuracy, quality, completeness, or usefulness of any Content. Under no circumstances can or will PTC be liable for any loss or damage caused by reliance on Content or other material obtained through PTC Community. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any opinion, judgment, advice, statement, service, offer, or other Content available through PTC Community. Any opinions, judgments, advice, statements, services, offers or other Content expressed or made available on PTC Community are provided AS IS without warranty of any kind, and your use of that Content and information or your use of PTC Community shall not create any obligation or remedy in contract or tort whatsoever including any obligation or remedy in contract or tort relating to the use or distribution of PTC products and/or services.

4. Monitoring - Warnings, Suspensions, and Terminations

PTC has designated Moderators. Moderators do not pre-screen postings or monitor on a "real time" basis. Moderators have the right, but not the obligation, to edit or remove content and postings at their discretion, either because there has been a violation of this Agreement (including the RULES OF USE), or for any other purpose. Moderators are the only authorized representatives of PTC in PTC Community.

The Moderators may or may not investigate any complaint that is brought to their attention, and may or may not take appropriate action, including, but not limited to issuing warnings, removing Content, or suspending or terminating user accounts. Because situations and interpretations vary, it is possible that no action will be taken whatsoever. The failure to act with respect to a violation by you or others does not waive the ability to act differently with respect to subsequent or similar violations.

Moderators may communicate with you personally concerning your participation in PTC Community or related matters. Those communications are not intended to be made public, and you agree not to post or otherwise disseminate those communications within PTC Community or elsewhere, on the Internet or otherwise.

You agree that your membership in and access to PTC Community may be immediately suspended or terminated without explanation or prior notice. Without limiting the foregoing, the following will lead to a termination of a user's membership in and access to the Community: 1) breaches or violations of this Agreement, the RULES OF USE or any other incorporated agreements or guidelines, 2) requests by law enforcement or other government agencies, 3) a request by you (self-initiated account deletions), 4) unexpected technical issues or problems, and 5) extended periods of inactivity. Termination of your account includes removal of access to all offerings within PTC Community and may also bar you from further use of PTC Community. Furthermore, you agree that neither PTC nor the Moderators shall be liable to you or any third-party for any termination of your membership in or access to PTC Community.

5. Content – Submissions

User submitted material (whether submitted through registration, participation, public sharing, posting, uploading, linking, downloading and transferring, blogging, commenting, chatting, and/or bulletin board and forum participation) may include, but is not limited to graphics, art, software, code, data, text, video, photos, audio, opinions, descriptions, messages, files, documents, images, audiovisual works, musical compositions, sound recordings, postings, your and/or other persons' names, likenesses, voices, screen names, profiles, actions, appearances, performance and/or other biographical information or other materials on PTC Community ("Content").

PTC does not claim ownership of any Content that you or other users post, upload, submit or otherwise provide to PTC Community. By providing Content to PTC Community, you grant PTC a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to: use, reproduce, host, cache, archive, store, index, categorize, stream, comment on, edit, further develop, modify, adapt, delete, translate, and prepare derivative works of the Content; and to sublicense, publish, distribute, and re-distribute that Content (in whole or in part and as may be modified) and such derivative works thereof in any form, media, or technology (whether now known or hereafter developed) throughout the world, on an unrestricted basis for any purpose (with or without attribution) and without the requirement of any permission from, or compensation to you. All Content is deemed provided on a non-confidential basis. PTC is under no obligation to and does not control the Content created, provided or uploaded to the Communities. Additionally, by providing Content to PTC Community, you grant PTC a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable patent license to make, have made, use, offer to sell, export, and otherwise transfer or sublicense such Content. You also grant PTC and all users of the Communities the permission to use your Content for other commercial or noncommercial uses. In order to grant PTC and other users of PTC

Community the rights, permissions and licenses contained herein, you represent and warrant that you either own or have all the necessary intellectual property rights in the Content and that your Content is non-infringing on the patent, copyright, trademark or other intellectual property rights of others. Do not post, upload, submit or otherwise provide Content to PTC Community that is protected by the intellectual property rights of others, unless you own or have the necessary rights or licenses to do so. YOU, AND NOT PTC, ARE LIABLE FOR ANY DAMAGES AND PENALTIES RESULTING FROM INFRINGEMENT OF COPYRIGHTS, PROPRIETARY RIGHTS, OR ANY OTHER HARM ARISING FROM SUCH SUBMITTING, POSTING, OR PROVIDING OF CONTENT.

6. Operation – File Uploading/Downloading

PTC operates PTC Community file server as part of its World Wide Web site. PTC will make reasonable efforts to keep the server operational at all times, but PTC does not guarantee that the server will be available for use at any particular time. There may be service interruptions due to hardware or software failures, periodic maintenance procedures, or other factors. Where service interruptions can be anticipated, PTC will make reasonable efforts to post warnings on the PTC Community.

Do not rely on PTC Community for the safe and secure storage of any materials, such as documents, files and software. PTC Community are not designed as the primary place to store any of these materials, and PTC is not responsible for the alteration, deletion or loss of any stored items. Create back-ups for any materials that you contribute to PTC Community.

File uploading

By uploading Content to the Communities, you warrant that you are not uploading viruses, worms, Trojan horses or other malicious, illegal, or unlawful code which is designed to interrupt, destroy, or limit the functionality of any software or hardware.

You may upload any file type to PTC Community to participate in particular discussion areas. You may not use PTC Community to upload copyrighted material for which you are not the copyright owner or which you do not have appropriate permissions to reproduce. You also should not upload materials that do not clearly relate to the ongoing discussions in PTC Community. You are responsible for securing permissions to post any copyrighted material.

Uploaded files may be routinely reviewed and/or sampled by Moderators and any postings found by PTC to be inappropriate or questionable will be removed. PTC does not endorse any of the views or opinions expressed in any of the files uploaded to the PTC Community. PTC may choose to remove files to preserve server space or to encourage other discussions. Any file that has been uploaded to PTC Community may be removed from PTC

Community by PTC at any time without notice. Users should not expect PTC to keep copies of any files that have been uploaded to PTC Community and then subsequently removed.

File Downloading

While PTC will take reasonable care to remove inappropriate file postings from PTC Community discussion forums, PTC is not responsible for the contents of any files present in PTC Community, except for file postings by PTC Moderators. PTC has not formally tested these files and therefore cannot make any representations regarding their quality, safety or suitability. In particular, PTC will not support the use of any particular file downloaded from PTC Community.

All files downloaded from PTC Community are used entirely at the risk of those users. In particular, PTC does ****not**** certify that any executable (EXE) file present in PTC Community is safe to run on any computer system. There are inherent dangers in the use of any software found on the Internet, and PTC cautions you to make sure that you completely understand the risk before retrieving any software on the Internet.

Users should take standard precautions when downloading and using any files from PTC

Community, including checking files for the presence of any viruses.

7. Third Party Sites, Materials and Offerings

PTC Community may contain or reference links to non-PTC websites ("third party websites"). By following links to these third-party websites, you may be exposed to material that you consider inappropriate. PTC is not responsible for the content of any third-party website or other links contained in a third-party website. The inclusion of a link within PTC Community does not imply any endorsement by or any affiliation with PTC. Access to any third-party website is at your own risk, and you should be aware that third-party websites may contain terms and policies that are different from PTC Community. PTC is not responsible for such provisions and expressly disclaims any liability for them.

In connection with your use of PTC Community, you may be made aware of services, products, articles, offers, and promotions provided by third parties, and not by PTC. If you decide to use these third-party offerings, you are responsible for reviewing and understanding the terms and conditions governing those offerings and you understand and agree that the third party, and not PTC, is responsible for the provision of those offerings.

8. Disclaimer of Warranty

YOU EXPRESSLY AGREE THAT YOUR ACCESS OR USE OF PTC COMMUNITY IS AT YOUR SOLE RISK. NEITHER PTC, ITS EMPLOYEES, AFFILIATES, AGENTS, LICENSEES, LICENSORS, NOR THE LIKE WARRANT THAT PTC COMMUNITY WILL BE UNINTERRUPTED OR ERROR FREE. NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE ACCESS OR USE OF PTC COMMUNITY, OR AS TO THE QUALITY, ACCURACY, OR RELIABILITY OF ANY CONTENT OR OTHER MATERIAL PROVIDED THROUGH PTC COMMUNITY.

PTC COMMUNITY ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY MODERATORS OR BY PTC, ITS EMPLOYEES, AGENTS, LICENSEES, LICENSORS, OR THE LIKE SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE.

9. LIMITATION OF LIABILITY & INDEMNITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PTC, ITS REPRESENTATIVES AND ANYONE ELSE INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING PTC COMMUNITY, SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES: THAT RESULT FROM RELIANCE BY YOU ON ANY CONTENT OR OTHER MATERIAL OBTAINED ON PTC COMMUNITY, MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF CONTENT, FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE; OR (ii) RELATING TO LOSS OF BUSINESS, TELECOMMUNICATION FAILURES, LOSS, CORRUPTION, SECURITY, THEFT OF DATA, LOSS OF PROFITS OR INVESTMENT, ACCOUNTING POSITIONS TAKEN BY YOU, OR THE LIKE; WHETHER OR DUE TO ACTS OF GOD, COMMUNICATIONS FAILURE, DESTRUCTION OR UNAUTHORIZED ACCESS TO PTC'S RECORDS, PROGRAMS, OR SERVICES, or OTHERWISE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF PTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT. THESE LIMITATIONS MAKE IT POSSIBLE FOR PTC TO PROVIDE PTC COMMUNITY TO YOU YOU HEREBY ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY

TO ALL CONTENT, MERCHANDISE, SERVICES, OR OTHER MATERIAL AVAILABLE THROUGH PTC COMMUNITY.

you agree to defend, indemnify, and hold harmless PTC, its officers, directors, employees, affiliates, agents, licensees, licensors, or the like from any losses, damages, liabilities, claims and expenses (including, without limitation, settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions), related to any claim arising out of any breach by you of this Agreement or arising in connection with your placement, posting, submission, or transmission of any Content on or to PTC Community. You shall use your best efforts to cooperate with us in the defense of any such claim.

10. Miscellaneous

This Agreement supersedes all prior written or oral agreements and understandings between you and PTC concerning PTC Community and the subject matter herein. In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any and all other provisions of the Agreement. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of that right in any other circumstances or a waiver of any further rights.

You agree to abide by U.S. export laws and not to transfer, by electronic transmission or otherwise, any Content derived from PTC Community to a prohibited foreign destination without first obtaining any required government authorization. You further agree not to upload to PTC Community any data or software that cannot be exported without prior written government authorization including, but not limited to, certain types of encryption software.

In the event of any termination, modification, limitation, suspension, or the like of any of the terms of this Agreement or of your use of or access to all or part of PTC Community, sections 5, 8, 9 and 10 hereof shall remain in effect and binding.

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, except those laws relating to conflict or choice of laws. The state and federal courts located in Massachusetts shall have nonexclusive jurisdiction of all matters and disputes arising under this Agreement or PTC Community.

DMCA Copyright Infringement Claims: Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to PTC as directed on Appendix B. NOTIFICATIONS NOT COMPLIANT WITH THE PROCEDURES ON APPENDIX B MAY NOT RECEIVE A RESPONSE. PTC may, in appropriate circumstances, terminate your access to PTC Community based on infringing activities. APPENDIX 1 RULES OF USE

PTC Community are open to all points of view on the intended business-related topics, and PTC is committed to maintaining a comfortable environment for all visitors. PTC encourages participation as exchanges of information, perspectives and ideas provide important benefits to all participants. As a participant you must interact with other users respectfully, as you would in any public or professional arena. If you disagree with the statements of another user, it is acceptable to engage in polite, mature debate. Name-calling, personal attacks, harassment, and other aggressive postings or behavior are not permitted.

The following Content and conduct are not allowed in PTC Community, and are cause for account suspension or termination without explanation or prior notice.

1. You agree not to engage in, promote, or advocate any illegal activity or fraudulent schemes of any kind - including, but not limited to, money laundering, tax evasion, securities fraud, and pyramid or multi-level marketing schemes - through your postings or other use of PTC Community. You also agree not to post links to other websites that engage in such activities.

- Do not submit Content that you know is false, inaccurate, libelous, or otherwise misleading in any way, and do not mislead PTC or others regarding the origin of posted Content.
- Do not submit Content that contains any computer viruses, worms, or other potentially damaging computer programs or files
- You must not intentionally impersonate or misrepresent your business or qualifications.
- Do not post or transmit material you do not have the right to post or transmit under law (such as copyright, trade secret or securities) or due to your personal contractual or fiduciary relationships.
- Do not post material that violates any applicable law or regulation, including, without limitation, the rules and regulations of the U.S. Securities and Exchange Commission and the national or other securities exchanges, (especially and including the rule against making false or misleading statements to manipulate the price of any security).
- You may not use PTC Community in any manner that could damage, disable, overburden, or impair PTC servers or networks, or interfere with any other user's use and enjoyment of PTC Community.
- You may not attempt to gain unauthorized access to any services, screen names, computer systems or networks, through hacking, password mining or any other means.

2. Indecent, profane, sexually explicit, obscene, or pornographic material of any kind - including masked profanity where symbols, initials, intentional misspellings, or other characters are used to suggest profane language - is prohibited.

- Threats, personal attacks, abusive, defamatory, derogatory, or inflammatory language, or stalking or harassment of any individual, entity or organization is prohibited.
- Discriminatory or hateful speech of any kind regarding age, gender, race, religion, nationality, sexual orientation, or disability is prohibited.
- You agree not to engage in any spamming or excessive posting, or submit Content that is disruptive, off-topic, deliberately intended to have a negative impact on the Community or its users, or otherwise interfere with the ability of others to enjoy or comfortably use the Community.

3. Common Courtesy, Complaints and Etiquette

- Do not post any personal or identifying information about another person, including addresses, email addresses, contact information, or phone numbers, and use care in posting your personal or identifying information.
- Maintain courtesy and follow good posting etiquette. Posting with ALL CAPS, HTML tags, or excessive typographic symbols may result in your post being removed.
- PTC Community should not be used to report a PTC customer service issue. To get help with an issue, please visit our Technical Support site at www.ptc.com. Any posts complaining about an individual PTC customer service issue are subject to removal.
- Do not engage in disruptive, antisocial or destructive acts, including "flaming," "flooding," "spamming," "griefing" and "trolling," as those terms are commonly understood.

4. Solicitations and promotions and other commercial use

- You agree not to post, or otherwise make available in PTC Community, any Content or third-party website, with the intent of harming the flow of information and/or participation in a PTC Community that is competitive with or which otherwise benefits competitors of PTC, including but not limited to promoting competing sites that provide message boards, forums, chats, blogs, etc.
- Posting unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, or pyramid or multi-level marketing schemes, or using automated means, including spiders, robots, crawlers, data-mining tools, or other means to download data from PTC Community is prohibited.
- Do not employ any type of bots for the use of scrolling, showing multiple screens, or other activities that might disrupt online communication.
- Do not use PTC Community to send identical and irrelevant submissions to many different discussion groups, mailing lists or communities.

- You agree to not obtain email address of PTC Community members with the intent to contact members of this community directly to promote your business or services without express consent and approval of the members you are contacting.

5. **Copyright and intellectual property violations**

- Infringement on any party's copyright, patent, trademark, trade secret, intellectual property or other proprietary rights, or right of publicity or privacy is prohibited and is the sole responsibility of the user.
- By submitting any Content to PTC Community, you warrant and represent that you are the copyright owner of the Content or that the copyright owner of the Content has granted you permission to use such Content consistent with the manner and purpose of your use.
- Using PTC Community to distribute unauthorized copies of copyrighted material, including photos, artwork, text, recordings, designs, computer programs, or derivative works of such programs is prohibited and subject to removal.

APPENDIX B

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT IN ACCORDANCE WITH THE DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA)

PTC will respond to allegations of copyright violations in accordance with the Digital Millennium Copyright Act (DMCA). The DMCA provides procedures for copyright owners to notify an online service provider concerning alleged copyright infringement. When a valid DMCA Notification is received, PTC will respond by taking down the offending Content. PTC will then take reasonable steps to contact the party that originally posted the removed Content so that a Counter Notification may be filed. If PTC receives a valid Counter Notification, PTC will provide the original complaining person, with a copy of the Counter Notification and (ii) replace the removed material or cease disabling access to the material within ten (10) to fourteen (14) business days unless PTC receives notice from the original complaining person that an action has been filed seeking a court order to restrain the alleged infringer from engaging in the infringing activity. PTC may provide copies of such notices to the participants in the dispute, or to any other third parties, at PTC's discretion and as required by law. PTC's privacy policy does not protect these notices or related information.

For a Notification to be valid it must include the following information:

1. A physical or electronic signature (i.e., /s/NAME) of a person authorized to act on behalf of the owner of the copyright that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed.
3. Identification of the material that is claimed to be infringing and information reasonably sufficient to permit PTC to locate the material.
4. Information reasonably sufficient to permit PTC to contact you, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.

5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are the copyright owner or that you are authorized to act on behalf of the owner of the copyright that is allegedly infringed.

For a Counter-Notification to be valid it must include the following information:

1. A physical or electronic signature (i.e., /s/NAME) of the alleged infringing person.
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
3. A statement under penalty of perjury that the alleged infringing person has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
4. The alleged infringing person name, address, and telephone number, and a statement consenting to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the alleged infringing person's address is outside of the United States, for any judicial district in which PTC may be found, and that the alleged infringing person will accept service of process from the person who provided notification or their agent.

DMCA Notifications and Counter-Notifications should be directed to PTC DMCA Copyright at the address set forth below:

PTC DMCA Copyright

Legal Department

140 Kendrick Street, Needham , MA 02492

Email: dmcacopyright@ptc.com

Fax: 781-707-0537