



PTC SOFTWARE PRODUCTS

LICENSING BASIS FOR CODEBEAMER PRODUCTS AND WINDCHILL SYSTEMS AND SOFTWARE ENGINEERING PRODUCTS

Scope of this Document

This document sets out the licensing basis and restrictions for each of PTC's Codebeamer and Integrity 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.

DESCRIPTION OF COMMON LICENSING BASES

"Concurrent User" (CU): Each Concurrent User product license may be used by one individual person at any given time.

Concurrent User products are generally "floating," except:

- **License Locked (L):** Where the part number contains the suffix "L", such products may only be used with another PTC product to which the product is an extension and the License Locked Product will assume the licensing basis of such other product.
- **Multiple Instances:** An individual using multiple instances of Concurrent User products at a particular time will in most cases consume that number of licenses. That is, for example, if a user opens two instances of Creo Elements/Direct, that user will be consuming two licenses, not one.

"Designated Server" (DS): 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 the 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.

"Registered User" (RU): Registered User products may only be used by a single individual without regard to how often the person uses the license. A license is required for every such individual, regardless of whether the individual is accessing the Licensed Product directly or via an intermediate application. Shared passwords or log-in accounts are not permitted unless the licensing basis for the particular product below specifies to the contrary. The 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 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 unless the licensing basis for the particular product below specifies to the contrary.

"Site License" (S): Products licensed on a "Site License" basis require a license for each Customer location at which such product will be used.

"Demo and Test": Products licensed on a "demo and test" or "non-production" basis (or similar designation), such Licensed Software may not be used in a production environment.

Packages (P): The licensing basis for each component of a PTC product package shall be the same as if such component were being licensed separately, except that the components of each package may only be used with the base seat in the package. For example, the Windchill PDMLink and Windchill ProjectLink Registered User Licenses bundled with the Creo Enterprise XE Package are Licensed on a Registered User basis and must be assigned in combination to a single Creo user.

Bundles (B): Each PTC Bundle contains several different PTC Licensed Products and the licensing basis for each such Licensed Product may differ from the other Licensed Products included in that Bundle.



LICENSE RESTRICTIONS COMMON TO MULTIPLE PRODUCTS

Subscriptions. A “Subscription” is a on-premise License type that includes a License for a term as specified in the product name, Quote, order agreement or other order documentation, and/or the invoice, and such License includes Support Services during such License Term at no additional fee.

Perpetual Licenses. PTC does not have perpetual license models for most products. Where PTC does sell perpetual licenses, however, and such product includes components that are provided by PTC on a hosted or SaaS basis (e.g., Creo AR Design Share), PTC may discontinue providing such hosted components at any time.

Virtualization Technologies. Although in some cases it may be possible through the use of virtualization technologies to circumvent the license control mechanisms that PTC employs in order to enforce the above licensing schemes, or to circumvent the intent of such licensing schemes, such practices violate the Customer’s License Agreement with PTC.

Upgrades. For PTC software licensed as an upgrade from a previous version, the Customer must first be licensed for the software identified by PTC as eligible for the upgrade and Customer must be active on Support Services for such software at the time Customer purchases the relevant upgrade. After installing the upgrade, the software licensed as an upgrade replaces and/or supplements the product that formed the basis of the Customer’s eligibility for the upgrade and the Customer may no longer use the original software that formed the basis for the Customer’s upgrade eligibility.

Interoperability Tools/Toolkits. PTC interoperability tools (e.g., Pro/TOOLKIT, or J-Link, Pro/Web.Link and application programming interfaces) are provided solely for purposes of enabling the Customer (itself or with the assistance of a third party) to cause the Licensed Products to interoperate with the Customer’s other computer systems and programs. Customer shall not distribute to any third party all or any part of any such interoperability tool or use such interoperability tools to develop an integration for distribution to third parties.

Batching. For license types based on numbers of users (e.g., Registered User, Concurrent User, etc.), a License is required for each individual who accesses such Licensed Product or the functionality or 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 functionality or data. Generic or shared log-ins are not permitted.

GEOGRAPHICAL RESTRICTIONS ON INSTALLATION AND/OR USE OF PTC PRODUCTS

Restriction on Installation Location. Except for “Global” licenses (as specified in the product name), all of PTC’s products are restricted such that they may only be installed in the country of purchase (referred to in the License Agreement as the “Designated Country”). Where Customer desires to change the country of installation, Customer is required to notify PTC and, where the list prices for such licenses are higher in the proposed new country of installation, uplift fees are required based on the difference.

Restrictions on User Location (Concurrent User Products). Except for “Global” and “Restricted Global” licenses, PTC products that are licensed on a Concurrent User basis may only be used by persons physically located in the country where the products are installed, and all of the software components shipped as part of that product (for example, client code and license server) may only be installed in the Designated Country. However, where a person who is normally located in that country is traveling abroad, that person can “borrow” the license for a limited period of time (for most products two weeks), during which time period such license is not available on Customer’s network. Users who are not employees of the Customer may use PTC products licensed on a Concurrent User basis only while physically located at a Customer site. **THE RESTRICTIONS IN THIS PARAGRAPH APPLY ONLY TO CONCURRENT USER PRODUCTS, NOT TO PTC PRODUCTS THAT ARE LICENSED ON A DIFFERENT BASIS THAN CONCURRENT USER.**



Global/Restricted Global Licenses.

Global Licenses. A “Global” License allows the Customer to install, operate and use such Licensed Product at any of the Customer’s site(s) throughout the world, notwithstanding any restrictions in the License Agreement in relation to limiting use of Licensed Products to the country of installation, but subject to compliance with all applicable export laws and regulations.

Restricted Global Licenses. A “Restricted Global” License allows the Customer to install, operate and use such Licensed Product at any of the Customer’s site(s) located in the Designated Country and/or in any Permitted Country, notwithstanding any restrictions in the License Agreement in relation to limiting use of Licensed Products to the country of installation. “Permitted Countries” means China, India, Russia, the Czech Republic, Poland, Hungary, Malaysia, South Africa, Israel, Mexico, Brazil, Argentina, and Romania.

CODEBEAMER PRODUCTS

Licensed Product Name	Licensing Basis
Codebeamer - collaboration	Registered or Concurrent User ^(1,2)
Codebeamer (previously Codebeamer LM)	Registered or Concurrent User ^(1,2)
Codebeamer - advanced	Registered or Concurrent User ^(1,2)
Codebeamer - premium	Registered or Concurrent User ^(1,2,3)
Windchill R&V with Codebeamer - premium	Registered or Concurrent User ^(1,2,3)
Windchill SCM with Codebeamer - premium	Registered or Concurrent User ^(1,2,3)
Codebeamer Avionics DO-178C DO-254	Site License
Codebeamer Pharma GAMP® 5 Template	Site License
Codebeamer ISO 9001:2015 Template	Site License
Codebeamer Medical Audit and CAPA Management Template	Site License
Codebeamer Medical Software Engineering Template	Site License

Licensed Product Name	Licensing Basis
codebeamer X / LM	Registered or Concurrent User ^(1,2)
codebeamer X / RM	Registered or Concurrent User ^(1,2)
codebeamer X / TM	Registered or Concurrent User ^(1,2)
Codebeamer X collaboration	Registered or Concurrent User ^(1,2)
Codebeamer RM	Registered or Concurrent User ^(1,2)
Codebeamer TM	Registered or Concurrent User ^(1,2)
Codebeamer DM	Registered or Concurrent User ^(1,2)
Codebeamer Review Hub	Registered or Concurrent User ^(1,2)
Codebeamer Automotive ISO 26262:2018 & ASPICE Template	Site License
Codebeamer Tool Validation Kit	Site License

(1) Notwithstanding anything to the contrary in the License Agreement, use of Codebeamer software is not restricted to persons located in the Designated Country.

(2) For Codebeamer Concurrent User products, the Customer is limited to allowing a maximum of six individuals to use each license (but no more than one individual at any given time). For example, if Customer has a team of 80 people who need to Codebeamer Concurrent User licenses, Customer must have a pool of at least 14 licenses to support such team.

(3) These products permit dual use of Codebeamer and Windchill RV&S (either R&V or SCM, as applicable). For Codebeamer – premium, the entitlement shall be R&V. Both products will be available to the customer, but no user may access both products at the same time. If Customer purchases managed services (typically designated by an “HST” part number) for Codebeamer premium, such managed services shall include only the Codebeamer entitlement, and not the Windchill RVS entitlement.



WINDCHILL SYSTEMS AND SOFTWARE ENGINEERING PRODUCTS (1)

Licensed Product Name	Licensing Basis	Licensed Product Name	Licensing Basis
Windchill Model Based Systems Engineering	Concurrent User	Windchill Requirements Connector	Concurrent User
Windchill Software Modeling	Concurrent User	Windchill Modeler	Concurrent User
Windchill MBSE Code Generator Add-on	Concurrent User	Windchill Asset Library	Concurrent User
Windchill Process Director	Concurrent User	Windchill Lifecycle Manager	Registered User or Concurrent User (as specified in the product name), except that for the Concurrent User version, each Concurrent User license entitles Customer to four Registered User eLearning licenses
Windchill Process Consumer	Concurrent User		
Windchill Process Check	Concurrent User		
Windchill Requirements and Validation (R&V)	Registered User or Concurrent User (as specified in the product name), except that for the Concurrent User version, each Concurrent User license entitles Customer to four Registered User eLearning licenses ⁽²⁾ ⁽³⁾	Source Code Management (SCM, but previously GSD)	Registered User or Concurrent User (as specified in the product name), except that for the Concurrent User version, each Concurrent User license entitles Customer to four Registered User eLearning licenses ⁽³⁾ ⁽⁴⁾
Implementer Products	Designated Server based on the computing power (a/k/a processor group) of the server on which the products are installed		

(1) Notwithstanding anything to the contrary in the License Agreement, (a) use of Windchill Systems and Software Engineering software is not restricted to persons located in the Designated Country and (b) for the Registered User version of these licenses Customer may not substitute one Registered User for another, except that a Registered User who ceases to be employed by Customer or who permanently ceases to use the license may be replaced with another Registered User.

(2) Requirements and Validation – Limitations of Use

The Requirements and Validation license allows users to use only the following functionality:

- Lifecycle Manager:
 - Management and change of requirements and specifications
 - Management and change of test cases, steps, sessions, and results
 - Baseline, review and approval processes for requirements, specifications, and tests
 - Validation and verification of requirements, as understood by traditional industry practices
 - Administer system configuration, delivery, and deployment
- Requirements Connector:
 - Exchange requirements between Lifecycle Manager and IBM Rational DOORs or standard file exchange format (ReqIF and RIF)
 - Administer system configuration, delivery, and deployment

Users are not allowed to use any functionality not listed above. For example, without limitation, the following functionality is not authorized to be used:

- Lifecycle Manager:
 - Software change configuration management
 - Software build management
 - Issue or defect management
 - Agile or other software process management offerings



- Requirements Connector:
 - Exchange requirements between IBM Rational and IBM Rational DOORs or standard file exchange format (ReqIF and RIF)
- Windchill integration:
 - Any offerings related to Windchill Integrations to Embedded Software
 - Any integrations related to software (source code, build artifacts) or BOM configurations
 - Any related change management processes between Windchill and Lifecycle Manager

The Customer's system administrator is responsible for configuring the above software so that only the included functionality is visible/accessible to the user. Instructions for such configuration are provided by PTC.

(3) For Windchill R&V with Codebeamer – premium and Windchill SCM with Codebeamer – premium, such products permit Customer to use both the Windchill product (R&V or SCM, as applicable) and Codebeamer premium, with the licensing of each as set forth above, but a user shall not be permitted to have a license of both products checked out from the license server simultaneously. By way of example, without limitation, if a user has a license of Windchill R&V checked out and desires to use Codebeamer – premium, the user will be required to check in the Windchill R&V license before checking out the Codebeamer – premium license (and vice versa).

(4) Source Code Management (previously GSD) – Limitations of Use

Source Code Management includes functionality of the Requirements Connector product, users are only authorized to use the following Requirements Connector functionality:

- Requirements Connector:
 - Exchange requirements between Lifecycle Manager and IBM Rational DOORs or standard file exchange format (ReqIF and RIF)
 - Administer system configuration, delivery, and deployment

Users are not authorized to use the following functionality of Requirements Connector:

- Requirements Connector:
 - Exchange requirements between IBM Rational and IBM Rational DOORs or standard file exchange format (ReqIF and RIF)