



PTC SOFTWARE PRODUCTS LICENSING BASIS FOR MATHCAD PRODUCTS

Scope of this Document

This document sets out the licensing basis and restrictions for each of PTC's Mathcad 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. 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 Computer" (DC): Where the product name contains the words "fixed," "locked," or "node locked," such products are licensed to operate solely on the designated computer on which they are installed. It is not permitted to move Designated Computer licenses from one computer to another by means of installing such products on an external, portable or removable device (e.g., USB dongle, NAS, Router, memory stick, USB drive, external hard drive) or through other means.

"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.

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 Mathcad licenses included in the Creo Design Packages may only be used by a Creo user with an active Creo session.

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. Without limiting the foregoing, Customers may not install or access Designated Computer licenses (also sometimes referred to as "node locked licenses") on or through virtualization technologies.



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.

Home Use Licenses/Portable License Enabler Licenses. If the Customer's license is a "home use" license, such license is only for use within the home of an employee or contractor of the Customer who is a primary user of a separate non-home-use license of the same product. More information about home use entitlements and restrictions is located at <http://www.ptc.com/legal-agreements/support-documents>.

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.



MATHCAD PRODUCTS

Licensed Product Name	Licensing Basis
PTC Mathcad	<p>Concurrent User or Designated Computer, based on the name of the product and/or as shown on the PTC Quote</p> <p>Student Edition is always Registered User and notwithstanding anything to the contrary elsewhere in this document, may not be re-assigned to any other user even if the original Registered User ceases to use the product.</p> <p>Mathcad Express is limited to usage for personal purposes, and may not be used to benefit any business or for any commercial purposes or for any business purposes.</p>