



PTC SOFTWARE PRODUCTS LICENSING BASIS FOR SERVICE LIFECYCLE MANAGEMENT PRODUCTS

Scope of this Document

This document sets out the licensing basis and restrictions for each of PTC's Service Lifecycle Management 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.

"Concurrent Request Limited" means that the product is limited in how many requests can be generated at a given time. Thus, for example, if Customer purchases the "100 Concurrent Requests" of this product, only one hundred requests can be generated at any given time.

"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.

There is a variation of the Designated Server model referred to as "Designated Server (per CPU)". For these products, the license is limited to a server with only one central processing unit (CPU); an additional license is required for each additional CPU.

"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. 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.

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.

Servigistics Products

The Service Parts Management family of products are licensed based on the following two models:

1. If the Quote specifies “PMI” as the licensing basis for this product, in such case the license is limited by the value of inventory that is included in the software (using the values assigned by the Customer as specified in the software and consistent with the values of such inventory as stated in the company’s audited financial systems) as of the date the software is first implemented for or by Customer (the “Baseline Value”). It is sold in blocks of US\$1 million (or such other currency as may be specified in the Quote), with each quantity unit ordered representing US\$1 million of Customer inventory. Additional restrictions (e.g., geographic, divisional, etc.) may be specified in the order documents. Customer will be required from time to time upon request to inform PTC of the value of the inventory included in the software. All parts, at all locations (parts times locations) input to the SPM system is considered inventory (e.g., forecasted, optimized, supply/demand planned, repaired, balanced, etc) regardless of the condition of the inventory (e.g., on hand new, on hand fixed, on hand bad, on order, in return, in repair). If the value of the inventory managed in the software drops below the Baseline Value, Customer shall nonetheless be required to license at least the Baseline Value. If the value of the inventory managed increases above the Baseline Value, Customer shall be required to license the excess amount. In the event Customer acquires other businesses and desires to manage the inventory of such other businesses using the software, Customer shall notify PTC of such fact and the parties shall negotiate in good faith an increase to the Baseline Value (and corresponding fees).
2. If the Quote refers to “PXL” as the licensing basis for a product, the calculation of the number of PXLs required shall be determined by multiplying the number of part numbers in the software times the number of locations in the software as of the date the software is first implemented for or by Customer (the “Baseline Value”). For example, without limiting the foregoing, if Customer includes in the software 10,000 part numbers and 4 locations, Customer will be managing 40,000 “PXLs” and would need to purchase a quantity of at least 40,000 PXLs. If the number of PXLs in the software drops below the Baseline Value, Customer shall nonetheless be required to license at least the Baseline Value. If the number of PXLs in the software increases above the Baseline Value, Customer shall be required to license the excess amount. In the event Customer acquires other businesses and desires to manage the inventory of such other businesses using the software, Customer shall notify PTC of such fact and the parties shall negotiate in good faith an increase to the Baseline Value (and corresponding fees).

Service Parts Pricing is licensed based on the annual Customer revenue from the sale of service parts that are being managed by the software. It is sold in blocks of US\$1 million (or such other currency as may be specified in the Quote), with each quantity unit representing US\$1 million of annual Customer revenue. Additional restrictions (e.g., geographic, divisional, etc.) may be specified in the order documents. Customer will be required from time to time upon request to inform PTC of the annual revenue from the inventory included in the software. Additional restrictions (e.g., geographic, divisional, etc.) may be specified in the order documents.

Intellificus is licensed as either Designated Server or Concurrent Request Limited.

Arbortext Products

Licensed Product Name	Licensing Basis
Arbortext Family of Products	Concurrent User (except as noted below)

Licensed Product Name	Licensing Basis
Arbortext IsoView Distribution Kit	Site License (1)



Licensed Product Name	Licensing Basis
Arbortext Content Delivery (a/k/a InService)	A base license is required on a Designated Server basis (which includes one production server and an additional server for each of development and QA purposes). A Viewer license is also required for each Concurrent User accessing content published from the associated base license (or alternatively, a Site Access Viewer license can be purchased instead of the Viewer licenses, which allows for unlimited number of Concurrent Users accessing content published from the associated base license).

Licensed Product Name	Licensing Basis
Arbortext Publishing Engine	Designated Server

(1) Arbortext IsoView Distribution Kit: Notwithstanding anything to the contrary in the License Agreement, a Distribution Kit License of the Arbortext IsoView Licensed Product permits the Customer to: (i) use Arbortext IsoView in a single building or group of buildings that share a common physical address to develop Interactive Electronic Technical Manuals (“IETM”) or a software application that must have significant additional functionality to the functionality of the Licensed Products and/or significant additional and primary content (e.g., an IETM) (“Application”), and (ii) sublicense to Customer’s end-users, without the right to further sublicense and subject to the terms of this paragraph, the applicable installation program files and included runtime components, as bundled in an IETM or other significant content or an Application, solely for use in connection with such IETM/significant content or Application. The right to sublicense Customer’s end-users shall not apply unless an Application has significant additional functionality and significant additional and primary content. If Customer installs such installation program files on Customer’s webpage(s) for presentation of illustrations such installation programs files must be protected by requiring the use of a restricted password. Any such sublicense may only be granted to Customer’s end users who agree to abide by all of the terms and conditions of the License Agreement with respect to such use. Customer shall not remove any proprietary notices or labels contained in the Arbortext IsoView Licensed Products and shall include a valid copyright notice with each copy of the IETM and Application. If Customer uses or distributes runtime components or their copies as part of the Arbortext IsoView installation files, Customer shall indemnify and hold PTC and Microsoft Corporation harmless from all and any claims caused by this distribution and use by its end-users.

Other Service Lifecycle Management Products

Licensed Product Name	Licensing Basis
Warranty & Contract Management	Designated Server
Warranty Analytics (1)	Registered User
Warranty products	Concurrent User
Warranty Web Access	Designated Server

Licensed Product Name	Licensing Basis
Service Center	Designated Server
iService	Concurrent User
iSupport	Concurrent User
iParts	Concurrent User



<p><u>Service Knowledge and Diagnostics</u></p> <ul style="list-style-type: none"> • Servigistics Service Knowledge and Diagnostics - includes 5 Advisor Studio and 5 Advisor for Analytics* • Servigistics Advisor for Self Service - B2C • Servigistics Advisor for Contact Center • Servigistics Advisor for Field Service • Servigistics Advisor Offline • Servigistics Advisor for Analytics - 5 Pack • Servigistics Advisor Studio • Servigistics Advisor Service Session for Call Center • Servigistics Advisor Service Session for Field Service <p>* For Subscription offerings, Servigistics Advisor Studio and Advisor for Analytics are included in the Site License</p>	<p>Package</p> <p>Site License</p> <p>Registered User</p>
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(1) The Warranty Analytics (formerly Service Intelligence) bundle includes 1 Administrator, 2 Advanced Business Authors and 1 Professional Author. Note that additional Advanced Business Authors can also be purchased under this product name. The following use restrictions apply to the Business Reporting functionality in the Service Intelligence functionality in PTC’s Warranty products, depending on the license type:

- (i) Each license of Service Intelligence includes a license to use the base Business Reporting functionality to: (a) select reports, view reports and set personal preferences (for languages, time zones etc.); and (b) run and schedule reports created by a person using Service Intelligence Professional Author or Service Intelligence Advanced Business Author, or created by any of the means of report generation which are consistent with these use restrictions, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages, personalize standard reports, and receive notifications, and (c) use the Business Insight to create interactive dashboards. One of these licenses may also be used for administration of the Business Reporting Software, with the additional permission to setup, deploy, configure and manage the Business Reporting software and components within the Customer’s environment, use the Framework Manager to define and publish metadata, and in the case of Service Intelligence Administrators, to use Portal, Query Studio, Report Studio, Analysis Studio, Business Insight and Business Insight Advanced to author, publish, generate and view sophisticated and interactive reports, analysis, queries and dashboards.
- (ii) A “Service Intelligence Professional Author” license allows for the same functionality as clause (i) above, except that, in addition, the Customer may permit the specified number of Registered Users to use the Business Insight Advanced, Query Studio and Report Studio module and functionality and to model metadata via the Framework Manager.
- (iii) A “Service Intelligence Advanced Business Author” license allows for the same functionality as clause (i) above, except that, in addition, the Customer may permit the specified number of Registered Users to use the Business Insight Advanced, Query Studio and Analysis Studio module and functionality and to model metadata via the Framework Manager.
- (iv) The Customer is required to configure the Business Reporting functionality to ensure that each user will be restricted from using any reporting functionality other than that licensed, as specified above. The Business Reporting functionality is only permitted to be used only with PTC products and not independent thereof.