

PTC SOFTWARE PRODUCTS LICENSING BASIS

The tables on the following pages describe the licensing basis of each of PTC's standard software products. A general description of each general licensing type follows, but this document does not intend to summarize all of the restrictions on the use of these products, which are contained in the license agreement between PTC and the customer (the "License Agreement"). The License Agreement will govern in the event of any inconsistency.

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

Concurrent User products are generally "floating," except:

- **Designated Computer:** Where the product name containing the words "fixed," "locked," "node-locked", such products are licensed to operate solely on the designated computer on which they are installed.
- **License Locked:** Where the product name contains the word "extension" or the part number contains the suffix "L", such products may only be used with another PTC product to which the product is an extension.
- **Dongle Licensed:** Where the product comes with a dongle (a hardware item that allows activation on only one computer at a time), such product can only be shared among users by sharing the dongle.

"Designated Server": 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.

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": Registered User Products may only be used by individual, named registered users on a password basis. 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.

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.

"Per Instance": For Per Instance products, one license is required for each instance of a system to which the applicable product connects.

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

Packages: 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 Pro/ENGINEER Enterprise XE Package are Licensed on a Registered User basis and must be assigned in combination to a single Pro/ENGINEER user.

LICENSING BASIS TABLES

Unless the product name or part number in the customer's PTC Quote or Order Confirmation specifies a different licensing basis, the licensing basis for each standard PTC software product is as specified below.

Pro/ENGINEER and other MCAD Products

Licensed Product Name	Licensing Basis
Pro/ENGINEER Family of Products (except as noted)	Concurrent User
Pro/ENGINEER Application Programming Toolkit	Registered User
Rights Management User Licenses	Registered User
CADDS	Concurrent User (Usage License Fees apply, except in Germany, Austria and Switzerland)

Licensed Product Name	Licensing Basis
Pro/CONCEPT	Concurrent User
CoCreate Family of Products (except as noted)	Concurrent User
CoCreate Modeling Personal Edition	Registered User (except that, after this Licensed Product is assigned to a Registered User, the License may not be re-assigned to any other user even if the original Registered User ceases to be employed by the customer)
CoCreate Integration for SAP ERP	Registered User

Mathcad Products

Licensed Product Name	Licensing Basis
Mathcad Volume Licenses	Concurrent User

Licensed Product Name	Licensing Basis
Mathcad Single User Licenses	Registered User (except that, after this Licensed Product is assigned to a Registered User, the License may not be re-assigned to any other user even if the original Registered User ceases to be employed by the customer)

Arbortext Products

Licensed Product Name	Licensing Basis
Arbortext Family of Products (except as noted)	Concurrent User
Arbortext Publishing Engine	Designated Server (per CPU)
Arbortext InterLeaf Extraction Tool	Concurrent User (locked)
Arbortext Content Manager	Registered User
Arbortext Adapter to Oracle Content Manager	Designated Server (per CPU)
Arbortext Adapter to Oracle CM/SDK	Per Instance
Arbortext Companion for Microsoft Word	One License per server plus one License per Registered User
Arbortext IETP Viewer - S1000D	Designated Server (per CPU)
Raytheon Eagle Product	Concurrent User

Licensed Product Name	Licensing Basis
Arbortext Provisioning Transaction Manager	Concurrent User
Arbortext Learning Content Manager - S1000D	Designated Server
Arbortext IsoView	Site License
Arbortext Dynamic Link Manager	Designated Server
Structured Product Labeling	Designated Server
Arbortext Advanced Print Publisher – Enterprise	Designated Computer, Designated Server or per CPU, as specified in the product name
Arbortext CSDB - S1000D	Concurrent User
Arbortext LSA Interface	Designated Server
Arbortext Learning Management System	Designated Server

Windchill, Pro/INTRALINK, ProductView, NetRegulus and Intercomm Products

Licensed Product Name	Licensing Basis
Windchill Family of Products (except as noted)	Registered User
Windchill PartsLink Catalog	Designated Server
Windchill Enterprise Systems Integration (except as noted)	Designated Server

Licensed Product Name	Licensing Basis
ProductView “Standard”	Registered User
ProductView Adapters	Designated Server
ProductView “Concurrent”	Concurrent User

Windchill Enterprise Systems Integration Adapters	Per Instance
Windchill Info*Engine Adapters	Per Instance
Windchill Info*Engine Access	Registered User (*)
FlexPLM	Registered User
Pro/INTRALINK Family of Products (except as noted)	Concurrent User
Pro/INTRALINK Toolkit Access	Registered User
NetRegulus Study Administrator	Registered User
NetRegulus Case Report Form Administrator	Registered User
NetRegulus Complaints	Registered User
NetRegulus NCR	Registered User
NetRegulus Quality Package	Registered User

InterComm Family of Products (except as noted)	Concurrent User
InterComm EDA Compare InterComm EDA Conduit	Designated Server (except that each License may only be used by 30 Registered Users)
InterComm “Enabled” Products	Registered User
InterComm Interfaces	Per Instance
NetRegulus NetRM Framework	Designated Server (per CPU)
NetRegulus Study Data Manager	Registered User
NetRegulus Case Report Form Builder	Registered User
NetRegulus CAPA	Registered User
NetRegulus Audit	Registered User

(*) Where the customer is using Info*Engine Access to enable the customer’s Windchill users to access a third party system, the customer is required to purchase one Info*Engine Access license for each Windchill user on a Registered User basis.

InSight Environmental Compliance (formerly “Synopsis” or “EMARs”)

Licensed Product Name	Licensing Basis
InSight Family of Products (except as noted)	Designated Server
Relax Reliability Products	Concurrent User

Licensed Product Name	Licensing Basis
InSight Environmental Compliance - Concurrent User	Concurrent User

Training Products

Licensed Product Name	Licensing Basis
All e-learning software licenses (e.g., Pro/FICIENCY, Create, Control, Collaborate, Coach, etc.)	Registered User <i>Note:</i> Despite anything to the contrary in the License Agreement, (a) use of these products is not restricted to persons located in the Designated Country and (b) for these products customer may not substitute one Registered User for another, except that a Registered User who ceases to be employed by customer may be replaced with another Registered User.

Notes:

Upgrades: If the PTC software is 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. 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 interoperability tool for distribution to third parties.

Windchill:

Windchill “Light User” licenses may only be assigned to Registered Users who primarily work within the following organizations or functional areas within the customer’s organization (“Light Users”): manufacturing; production; purchasing; finance; quality; sales; service and support; and marketing. However, any Registered User who has substantial duties within the following areas shall not be considered a Light User: product engineering; application engineering; product management; Windchill system administration; program office; technical publications and procurement engineering. Light User licenses may not be assigned (or reassigned) to persons who are not Light Users unless and until the customer pays the applicable upgrade fee(s) for software and maintenance. The customer must own at least one Heavy User license for every two Light User licenses customer owns.

Windchill “External User” licenses may be assigned only to Registered Users who are vendors, third parties and others external to the customer and its affiliates (“External Users”). External User licenses may be reassigned to another External User at no additional license fee, except that an External User license may not be used by more than one External User during any calendar month.

Windchill "View/Print License" means that the License is limited to the following basic Windchill capabilities: (a) ability to perform full-text searches using the Windchill search engine to locate Windchill managed objects via matches against keywords found in metadata and content data, (b) the ability to perform database searches to locate Windchill managed objects via matches against metadata, (c) the ability to traverse cabinet/folder information classification structures to find Windchill-managed objects, (d) for any managed object found via any of the foregoing methods, the ability to view a "Properties" page that outlines metadata properties of the Windchill-managed object and provides the ability to download file content should any content exist as part of the object, and (e) the ability to print objects. Without limitation, the following functionality is specifically excluded from View/Print Licenses: (1) the ability to participate in workflows and lifecycle action items, (2) the ability to traverse or navigate relationships other than cabinet/folder classification relationships (e.g., product structure relationships, change request/order relationships, etc.), (3) the ability to upload content files or to modify metadata in any fashion, and (4) the ability to create or modify data.

The following use restrictions apply to the Business Reporting functionality in Windchill, which is licensed by PTC from IBM/Cognos, depending on the License type:

- (i) Each license of Windchill (i.e., PDMLink and add-on modules such as MPMLink and RequirementsLink) 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 licensed Windchill Business Reporting Author (as defined below) 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 Event Studio notifications, and (c) administer the Business Reporting environment in relation to server, security and report scheduling administration.
- (ii) A "Windchill Business Reporting 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 Query Studio and Report Studio module and functionality and to model metadata via the Framework Manager.
- (iii) A "Windchill Business Reporting Monitor" license means the customer may permit the specified number of Registered Users to use the Event Studio module.
- (iv) The customer is required to configure the Business Reporting functionality to ensure that each user type will be restricted from using any reporting functionality other than that authorized above.

FlexPLM:

FlexPLM "Light User" licenses may only be assigned to users who do not have substantial duties within the following organizations or functional areas within the customer's organization: System Administrators, Technical Designer, Designer, Fabric Development, Color Development, Fit Specialist, Merchandising, Product Quality, and Sourcing ("Light Users"). The customer may not assign (or reassign) Light User licenses to persons who are not Light Users unless and until customer pays the applicable upgrade fee(s) for software and maintenance. The customer must own at least one Heavy User license for every two Light User licenses customer owns.

FlexPLM "Supplier Licenses" or "External User Capacity" licenses may be assigned only to users who are vendors, third parties and others external to the customer and its affiliates ("External Users"). External User licenses may be reassigned to another External User at no additional license fee, except that an External User license may not be used by more than one External User during any calendar month.

InterComm: Whenever a Unix version of InterComm software incorporates Mainsoft's MainWin Dedicated Libraries, the following additional terms apply:

- o A 3 to 1 ratio may not be exceeded between the number of users with access to the InterComm software and the number of licenses purchased; and
- o Mainsoft's proprietary rights and the Libraries are protected to the same degree as the terms and conditions of the Agreement and PTC makes no representations or warranties on behalf of Mainsoft. Microsoft Corporation is a third party beneficiary of this License Agreement.

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.

ESI Adapter: For use of an ESI Adapter in a non-production environment, up to 75 of the customer's developers may have desktop access to the ESI Adapter solely for testing, pre-production implementation and support of the ESI Adapter.

Home Use Licenses: If the customer's license is a "home use" license or a "portable license enabler" 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.

Educational Licenses:

If the Licensed Product is identified as "Priced for Education" or "Professor's Edition/Version" or "Academic Edition/Version," customer must be enrolled in or employed by an academic degree-granting institution and must use the Licensed Software solely for educational purpose. 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 and represents a violation of the terms of this Agreement.

For any educational "site license", such license will be limited to the following number of seats: University – 500; Schools Advanced (Europe Only) – 35; Schools Edition – 300; Windchill – 100 registered users. A Schools Edition Site License will automatically terminate if the customer ceases to have on staff a PTC certified trained teacher with up-to-date credentials (as may be established by PTC from time to time) in the use of the Licensed Product. Customer agrees that it shall require each student to whom the customer provides a Schools Edition license to sign PTC's then-current Student License Agreement form, and the customer will provide copies of such agreements to PTC upon request.

Global/Restricted Global Licenses. Under the License Agreement, PTC software may only be installed and operated in the country designated in the order documentation as the country of installation, except Global and Restricted Global licenses, which are governed by the following alternative licensing restrictions:

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.

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.

e-learning Licenses: If customer is purchasing e-learning software, customer has the option to host it for customer's internal use on customer servers. Notwithstanding anything to the contrary in the License Agreement, (a) use of e-learning software is not restricted to persons located in the Designated Country and (b) for these Licenses Customer may not substitute one Registered User for another, except that a Registered User who ceases to be employed by Customer may be replaced with another Registered User.