

**PTC SOFTWARE PRODUCTS  
LICENSING BASIS**

**Scope of this Document**

This document sets out the licensing basis and restrictions for each of PTC’s Licensed Products. In most cases, this document is incorporated into the legal documents governing the Customer’s use of software licensed from PTC. In the event of inconsistency between this document and either the license agreement between PTC and the Customer (the “License Agreement”) or the PTC quote pursuant to which the Customer purchased the licenses (the “Quote”), the Quote and the License Agreement 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. Likewise, in the event that a licensing basis is described in this document differently than in the License Agreement, the description in the License Agreement shall govern.

**Table of Contents**

<b>Section/Subsection</b>	<b>Page #</b>
Description of Common Licensing Bases.....	2
License Restrictions Common to Multiple Products.....	3
Geographical Restrictions on Installation and/or Use of PTC Products.....	5
Licensing Basis Tables.....	6
PTC Creo and Other MCAD Products.....	6
PTC Mathcad and Arbortext Products.....	7
PTC Servigistics Products.....	8
PTC Windchill Products.....	10
PTC Internet of Things (ThingWorx and Axeda) Products.....	14
PTC ALM Products.....	16
Training and Instructor-Led Training.....	17
Education Products.....	18

## 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:

- **Designated Computer (DC):** 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 (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.

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.

**“Per Core” (PCO):** For Per Core products, a license is required for each core of a processor within a system with which the applicable product is executed, as reported by the operating system running the applicable product. For example, if a device is executing PTC software that is licensed on a Per Core basis, assuming each device has two multi-core processors, each with two cores that all execute the software, four licenses would be required. Likewise, if the device had three single-core processors that all execute the software, three licenses would be required. If the operating system that runs the applicable product is within a virtual system (such as VMware) with two virtual cores allocated to the operating system running the applicable product, two licenses are required.

**“Per Instance” (PI):** For Per Instance products, one license is required for each instance of a system to which the applicable product connects. For example, if an adapter that is licensed on a Per Instance basis enables Windchill to connect to an ERP system and a CRM system, two licenses of such adapter will be required.

**“Registered User” (RU):** 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. Note that, whereas Concurrent User Products can only be accessed by users located in the “Designated Country” (unless they are “Global” or “Restricted Global” licenses), this restriction does not apply to Registered User products.

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. Generic or shared log-ins are not permitted.

**“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 Elements/Pro Enterprise XE Package are Licensed on a Registered User basis and must be assigned in combination to a single Creo Elements/Pro 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. See below for the licensing basis of each component of a Bundle.

## LICENSE RESTRICTIONS COMMON TO MULTIPLE PRODUCTS

Subscriptions: A “subscription” is a license type that includes a license for a term as specified in the product name, Quote and/or the invoice, and such license includes Support Services during such license term at no additional fee.

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.

Third Party Terms: Various PTC products contain or consist of technology from third parties. See the Schedule of Third Party Terms (available at <http://www.ptc.com/company/third-party-terms.htm>) for additional restrictions and terms that apply to such third party technology.

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. The foregoing does not apply to PTC’s MKS toolkit.

### 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/support/maintenance/maintenance\\_support\\_policies.htm](http://www.ptc.com/support/maintenance/maintenance_support_policies.htm).

## PTC Windchill and Service Intelligence:

The following use restrictions apply to the Business Reporting functionality in Windchill and in the Service Intelligence Product, depending on the license type:

- (i) Each license of Windchill (i.e., PDMLink and add-on modules such as MPMLink and RequirementsLink) and each license of PTC's "i" products (i.e., iWarranty, iService, iOwn, iPart and iSupport) 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 Windchill Business Reporting Author, 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 "Windchill Business Reporting Author" or "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) A "Windchill Business Reporting Monitor" license means the Customer may permit the specified number of Registered Users to use the Event Studio module.

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.

## 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 installation specified in writing by Customer to PTC at the time Customer places its order of the Licensed Products (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 prices for such licenses are higher in the proposed new country of installation, uplift fees are required based on the difference.

Restriction on User Location. 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. 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. **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.

**LICENSING BASIS TABLES**

**PTC Creo and other MCAD Products**

Licensed Product Name	Licensing Basis	Licensed Product Name	Licensing Basis
Creo Family of Products (except as noted)	Concurrent User	Creo Elements/Direct Family of Products (except as noted)	Concurrent User (1)
Creo Application Programming Toolkit	Registered User	Creo Elements/Direct 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)
Creo View (2)	Registered User or Concurrent User	CADDS	Concurrent User (Usage License Fees apply, except in Germany, Austria and Switzerland)
Creo View Adapters	Designated Server or Registered User	Rights Management User Licenses	Registered User
Creo View Web Toolkit	Site License	Creo View Express	See note (3) below

(1) PTC Creo Elements/Direct: If the Customer owns or purchases Creo Elements/Direct license(s) and purchases portable license enabler(s), Customer may check out Creo Elements/Direct licenses in Customer’s host license server for up to thirty (30) days and such portable (checked out) licenses may be used on Customer-owned computer(s) (laptop etc.) that are disconnected from Customer’s host license server. The portable (checked out) software license(s) shall only be used by each individual operator of each Customer-owned computer. Customer may use the portable (checked out) software license(s) in any country throughout the world, excluding restricted countries designated by the United States export authorities. Customer shall notify PTC prior to the use in a country other than the country in which the original Creo Elements/Direct license(s) was delivered or purchased.

(2) PTC Creo View ECAD: Whenever a Unix version of Creo View ECAD software incorporates Mainsoft's MainWin Dedicated Libraries, the following additional terms apply:

- A 3 to 1 ratio may not be exceeded between the number of users with access to the Creo View ECAD software and the number of licenses purchased; and
- 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.

(3) PTC Creo View Express: PTC makes Creo View Express available for download free of charge on [www.ptc.com](http://www.ptc.com). Notwithstanding anything to the contrary in the License Agreement, Customer may embed Creo View Express in products Customer makes available to its customers and thereby distribute Creo View Express to such customers.

**PTC Mathcad Products**

<b>Licensed Product Name</b>	<b>Licensing Basis</b>
Mathcad	Concurrent User or Registered User, based on the name of the product and/or as shown on the PTC Quote  Student Edition is always Registered User and may not be re-assigned to any other user even if the original Registered User ceases to use the product.

**PTC Arbortext Products**

<b>Licensed Product Name</b>	<b>Licensing Basis</b>
Arbortext Family of Products (except as noted)	Concurrent User
Arbortext Publishing Engine	Designated Server (per CPU)
Arbortext Content Manager	Registered User
Arbortext Adapter to Oracle Content Manager	Designated Server (per CPU)
Arbortext Adapter to Oracle CM/SDK	Per Instance
Arbortext IETP Viewer - S1000D	Designated Server (per CPU)
Arbortext LSA Interface	Designated Server

<b>Licensed Product Name</b>	<b>Licensing Basis</b>
Arbortext Provisioning Transaction Manager	Concurrent User
Arbortext Learning Content Manager - S1000D	Designated Server
Arbortext IsoView Distribution Kit	Site License (1)
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
Web Access/Expert Users	Registered User

(1) PTC 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.

## PTC Servigistics Products

Licensed Product Name	Licensing Basis	Licensed Product Name	Licensing Basis
Business Intelligence	All Site License, except Command Center, which is Registered User	Service Logistics	All Site License, except Service Logistics User, which is Registered User
<u>Third Party Products (2)</u>		<u>Service Knowledge Management</u>	
Informatica	Each license entitles Customer to use Informatica on up to 8 cores	<ul style="list-style-type: none"> <li>• PTC Servigistics Knowledge Management - includes 5 Studio and 5 KM Analytics</li> <li>• PTC Servigistics KM Advisor - Self Service - B2C</li> <li>• PTC Servigistics KM Advisor for Contact Center</li> <li>• PTC Servigistics KM Advisor for Field Service</li> <li>• PTC Servigistics KM Offline</li> <li>• PTC Servigistics KM Analytics - 5 Pack</li> <li>• PTC Servigistics KM Studio</li> <li>• PTC Servigistics KM Service Session - Call Center</li> <li>• PTC Servigistics KM Service Session - Field</li> </ul>	Package Registered User
Intellicus	Designated Server or Concurrent Report Limited (1)		
Navteq	Registered User		
Google Maps	Unlimited geo-coding and 250,000 annual page views		
Move WMS	Registered User or Site License (with pricing based on the size and automation of warehouse, as specified in the order documents)	<u>Other Third Party Products (2)</u>	
WMX	Registered User or Site license (with pricing based on the size and automation of warehouse, as specified in the order documents)	Webship: Connectship Toolkit Foundation Connectship Shipper Connectship Carrier Fedex Integration	Designated Server Designated Server License required for each location from which Customer is shipping License is required per carrier per location (e.g., two carriers and three locations requires six licenses) License required for each location from which Customer is shipping
Field Service	All Registered User, except Command Center - Application, which is Site License		

## Parts Management

Parts Planning is 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 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 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 being managed by the software.
2. If the Quote refers to “PLP” as the licensing basis for this product, in such case the Customer may manage up to 50,000 part/location pairs (“PLPs”) per license. The calculation of the number of PLPs under management by this software shall be determined by multiplying the number of product part numbers that Customer is managing using the software times the number of locations where these parts are being stored. For example, without limiting the foregoing, if Customer uses the software to manage inventory of 10,000 part numbers, and such part numbers are stored in 4 locations, Customer will be managing 40,000 “PLPs”.

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 being managed by the software.

PTC Servigistics Warranty & Contract Management	Designated Server (4)	Service Center	Designated Server
PTC Servigistics Warranty Analytics (3)	Registered User (4)	iService	Concurrent User
PTC Servigistics Warranty products	Concurrent User (4)	iSupport	Concurrent User
PTC Servigistics Warranty Web Access	Designated Server (4)	iParts	Concurrent User
PTC Servigistics Warranty Registration	Designated Server (4)	InService	Designated Server, except Technical Content Viewers and MRO Content Viewers, which are Registered User

- (1) “Concurrent Report Limited” means that the Product is limited in how many reports can be generated at a given time. Thus, for example, if Customer purchases a “5-Pack” of this Product, only five reports can be generated at any given time.
- (2) The Servigistics third party products are subject to restrictions and terms and conditions that PTC is required to flow down to Customer, as set forth on the PTC Schedule of Third Party Terms available at <http://www.ptc.com/company/third-party-terms.htm>. PTC hereby assigns to Customer all assignable warranties and indemnities granted to PTC by the third party providers of the applicable third party products as set out in such third party terms.
- (3) The 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.
- (4) See page 5 of this document for additional terms relating to the Service Intelligence functionality in PTC’s Warranty products.

**PTC Windchill Products (1) (11) (12)**

Licensed Product Name	Licensing Basis
Windchill Family of Products (except as noted)	Registered User
Windchill Enterprise Systems Integration (except as noted)	Designated Server
Windchill Enterprise Systems Integration Adapters	Per Instance (3)
Windchill Info*Engine Adapters	Per Instance
PTC Materials Compliance	See below (4)
GDX Connector Subscriptions	See below (4)
UDI Solution	UDI (7)
MPMLink	Registered User (8)
MPMLink View and Print	Active User (9)
Windchill Bulk Migrator	Site License

Licensed Product Name	Licensing Basis
Windchill Quality FRACAS, FMEA, FTA and Prediction	Concurrent User
Windchill FlexPLM	Registered User (2)
Pro/INTRALINK Family of Products (except as noted)	Concurrent User
Pro/INTRALINK Toolkit Access	Registered User
Windchill Mobile App	Registered User (5)
Windchill PDM Essentials	Concurrent User (6)
Windchill External Server Access	Registered User
GPD Packages	See below (10)
Windchill Service Information Manager	See below (13)

(1) Integrations. If the Customer creates an interface or otherwise enables access between a Windchill implementation and a non-PTC system, then Customer must purchase one Windchill External Server Access Registered User License for each of Customer’s Windchill Registered User Licenses within that Windchill implementation.

(2) Windchill 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 Support Services. 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.

(3) 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.

(4) PTC Materials Compliance. PTC Materials Compliance solution is licensed as follows:

- The “process adapter” is required where Customer integrates Materials Compliance to another system where Materials Compliance publishes data to such other system. The process adaptor is limited to use on one Designated Server per license and also the product name specifies the limit on the number of users of the system to which Materials Compliance is integrated. A license is not required where the integration only permits data to be published from the other system into Materials Compliance.
- Other than GDX subscriptions (see below), the other licenses of PTC Materials Compliance are licensed on either a Designated Server basis (where the name of the product includes the word “Server”) or on a Registered User basis. For the Registered User version of these products, there are two types of licenses as specified in the product name – “author” licenses and “access” licenses:
  - An “author” license permits use of the full functionality of the relevant data in Materials Compliance for the purpose specified by the name of the applicable module. For example, a Materials Compliance Author License permits the user to request, create, modify, approve content/data in Materials Compliance for Materials Compliance purposes. Notwithstanding the foregoing, the Conflict Minerals RCOI Author License does not permit the user to create parts or BOMs or to generate BOM Conflict Minerals Reports. Where the Materials Compliance software is hosted by PTC for the Customer, a “subscription author” license is required, which is the same as an “author” license except that a license is required for each Registered User for each server such Registered User accesses.
  - An “access” license permits the user only to search and view the relevant data in Materials Compliance, and to generate reports, for the purpose specified by the name of the applicable module. For example, a Materials Compliance Access license permits the user to search and view Materials Compliance information in Materials Compliance. Where the Materials Compliance software is hosted by PTC for the Customer, a “subscription access” license is required, which is

the same as an “access” license except that a license is required for each Registered User for each server such Registered User accesses.

- **PTC Materials Compliance GDx.** GDx subscriptions are resold by PTC; the actual provider of such service is Q Point LLC. The pricing for such subscriptions are based on the number of linked parts that Customer manages in the GDx system, with the tiers set forth in the table below. If Customer increases the number of linked parts during the term of the subscription such that Customer moves from one tier to the next, Customer shall be obligated to either: (i) renew then at the higher subscription fee (less the unused portion of the prior subscription) or (ii) pay a pro-rated amount of the higher subscription fee based on how much of the then-current subscription term remains. GDx subscriptions will be governed by the Q Point agreement to be accepted upon registration within the GDx system, and not PTC’s license agreement. Accordingly, PTC does not provide any warranty, indemnification, support or the like in relation to the GDx system which is provided “as is”. Finally, PTC agrees that Customer shall be entitled to one annual renewal of its GDx subscription (i.e., for the second year of Customer’s subscription) at the same subscription fee (assuming Customer is still at the same tier of linked parts) as the initial subscription year.

Number of Linked Parts	List Price (US\$ per year)
0-5,000	\$15,000
5,001-10,000	\$25,000
10,001-20,000	\$40,000
20,001-50,000	\$50,000

(5) **Windchill Mobile App.** If the Customer uses PTC’s Windchill Mobile App, then Customer must purchase one Windchill Mobile App Registered User License for each of Customer’s Windchill Registered User Licenses within that Windchill implementation, regardless of whether all of those Windchill users in fact use the Windchill Mobile App.

(6) **PTC Windchill PDM Essentials**

- Microsoft SQL Server Standard Runtime Edition is bundled and is automatically installed and configured in a PTC Windchill PDM Essentials deployment. No other database or database configuration may be used. PTC’s license from Microsoft for SQL Server does not permit Customer to use SQL Server independently from Windchill PDM Essentials, and Customer may not do so.
- Physical or virtual deployment of PTC Windchill PDM Essentials may be used only on a *single* Windows Server machine. No other configuration may be used. For example, the default deployment cannot be modified to include multiple front-end webserver machines or separate database servers or database clusters.
- A version of Creo Parametric is installed on the server exclusively to enable publishing of 2-D and 3-D viewables and representation formats such as PDF and IGES. The Creo installation on the server cannot be used interactively (e.g., as an additional design seat).
- The following Windchill functionality is specifically *excluded* and cannot be used with a PTC Windchill PDM Essentials deployment:
  - Replication (i.e., Customer cannot set up replica servers or replica vaults in a PTC Windchill PDM Essentials deployment)
  - Parts (EPM Documents and WT Documents may be used but WT Part objects may not be used)
  - Changes (no change objects can be used—only promotion requests may be used)
  - Advanced Configuration Management (options, variants or part baselines may not be used)
  - Catia, Unigraphics, CADDs workgroup managers (These Workgroup managers are not installed for download on the server may not be used with PTC Windchill PDM Essentials)
  - ECAD workgroup managers (The ECAD workgroup managers are not installed and may not be used with PTC Windchill PDM Essentials)
  - Indexed search (Database attribute-based search is configured out of the box and may be used but SOLR Search is not configured and therefore no indexed search may be used)
  - PDMLink module add-ins (PDMLink modules such as Windchill ProjectLink, Windchill MPMLink, Windchill PartsLink, Windchill Quality) cannot be added to this product. The Customer must first upgrade to PDMLink before the add-on modules can be deployed)
  - ERP integration
  - Cognos Reporting integration
  - ESI integration
  - Packages (for exchanging data among systems)

- Security labels and agreements
- Customer is not allowed to use Windchill Info\*Engine with Windchill PDM Essentials except in the following cases:
  - Use of the JNDI adapter is allowed to enable directory services integrations such as with Microsoft Active Directory. No other Info\*Engine adaptors may be used.
  - Use of Info\*Engine queries and tasks to export data for read-only use in external systems (such as in ERP or MRP systems) is allowed. The ESI and ERP integrations may not be used and bi-directional integration with any external system other than a directory service may not be created.

- (7) UDI Solution. For PTC's UDI Solution, two different licenses are required – core system licenses and agency submittal licenses:
- Core system licenses enable management, replication and approval of UDI data.
  - Agency submittal licenses enable UDI regulation compliant submission, as well as submission retention and monitoring and auditing capabilities, and also include user training specific to UDI usage.

Each UDI license covers up to the number of Devices indicated in the product name. Thus, for example, without limiting the foregoing, if Customer has 30,000 actively-marketed Devices registered with the U.S. FDA and 10,000 actively-marketed Devices registered with the UK Medicines and Healthcare products Regulatory Agency, then in that case:

- If all 10,000 Devices registered with the in the UK are a subset of the 30,000 registered in the U.S., Customer would need 3 “10,000 Device” core system licenses and 16 “2,500 Device” agency licenses (12 for the U.S. FDA and 4 for the UK Medicines and Healthcare products Regulatory Agency) (assuming the 10,000 Devices registered).
- If there is no overlap, then Customer would need 4 licenses of the core system and 16 of the agency licenses.

A “Device” means a product make or model that Customer has registered with any regulatory agency and that is being actively marketed by Customer.

- (8) MPMLink. For MPMLink part #5405-F, the ESI functionality incorporated therein may only be used for integration with GEIP's MES Systems, and for no other purposes.

(9) MPMLink View and Print. “Active User” means that a license is required for each Permitted User who accesses the product in a given calendar month solely for purposes of viewing and/or printing data stored in the product; provided, however, that the restriction in the license agreement against generic log-ins is not applicable for this license type where a number of individuals are sharing a workstation in a manufacturing environment (e.g., on a shop floor or an assembly line). This View and Print license is limited to the Permitted User viewing and printing information related to the creation and support of the manufacturing plan (e.g., mBOMs, eBOMs, manufacturing plans, operations, resources, 2D or 3D representations, tooling requirements and quality documentation).

- (10) PTC GPD Packages

#### PTC GPD Package I - Limitations of Use

- The following Windchill functionality is specifically *excluded* and cannot be used with a PTC GPD Package I deployment:
  - Parts (EPM Documents and WT Documents can be created but WT Part objects cannot be created or managed)
  - Changes (no change objects can be used—only promotion requests can be used)
  - Advanced Configuration Management (options, variants, or part baselines)
  - Packages (for exchanging data among systems)
  - Security labels and agreements
- The following workgroup managers *are* included with PTC GPD Package I and any of these workgroup managers can be used by any, heavy Registered User at any time. Other workgroup managers are not included in the PTC GPD Package I and may be purchased separately.
  - AutoCAD
  - Inventor
  - NX
  - SolidWorks
- PTC Windchill Info\*Engine Adapters cannot be used with the PTC GPD Package I with the following exceptions (PTC Windchill Info\*Engine server and access licenses can be separately purchase to enable full use of PTC Windchill Info\*Engine capabilities):
  - Use of the JNDI adapter is allowed to enable directory services integrations such as with Microsoft Active Directory. No other Info\*Engine adaptors may be used.
  - Use of Info\*Engine queries and tasks to export data for read-only use in external systems (such as in ERP or MRP systems) is allowed. The ESI and ERP integrations may not be used and bi-directional integration with any external system other than a directory service may not be created.

## PTC GPD Package II – Limitations of Use

The PTC GPD Package II allows a Registered User to use the PTC Windchill ProjectLink collaboration capabilities only. The following project planning, scheduling and resource management features are *excluded* from this package:

- All actions associated with creating and managing a project plan (no creation or management of project activities, assignments, timelines, milestones or deliverables is permitted)
- All actions associated with managing project resources
- Advanced Configuration Management features for Options & Variants (these capabilities require a Platform Structures license).

### (11) Heavy/Light/External User/View & Print (not applicable to Windchill Flex PLM or MPMLink View and Print)

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 Support Services. 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, (e) the ability to print objects, and (f) the ability to open viewables in Creo View and to view and measure the viewables in 3D but not to mark up the viewables. 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 upload content files or to modify metadata in any fashion, and (3) the ability to create or modify data.

(12) See page 5 of this document for additional terms relating to the Business Reporting functionality in PTC’s Windchill products.

### (13) Windchill Service Information Manager

Windchill Service Information Manager “Standard” means that the user is restricted to the following capabilities: Publication Structures, Translation Capabilities, version control, XML, illustrations, and graphics management, along with actions required to create, manage, update and delete information. Without limitation, the following functionality is specifically excluded from Standard Licenses: Information Structures, Change Management, graphical navigation authoring, Options and Variants, Effectivity / Service Effectivity.

Windchill Service Information Manager “Reviewer” means that the user is restricted to the following capabilities: read-only access to content with the ability to review information (in supported viewers), add comments/annotations, and complete assigned review and approval tasks.

**Internet of Things Products (ThingWorx and Axeda)**

Internet of Things products involve three (and sometimes four) components: (i) a “Base Fee” for use of the platform generally, (ii) “User” licenses, (iii) “Asset” licenses, and (iv) in the case of ThingWorx products, also “Developer” licenses. The licensing basis for each of these license types is in the table below. In addition, there are other add-on functionalities that can be purchased, as specified in the table below.

Licensed Product Name	Licensing Basis	Licensed Product Name	Licensing Basis
Base Fee (1)(7)	Per Core for ThingWorx Enterprise (2)  Designated Server for ThingWorx non-Enterprise (2)  “AXB” for Axeda (3)	ThingWorx Additional Server	Designated Server
“User” licenses (4)	IoT (see below)	“Developer” licenses	Registered User
ThingWorx Converge	ThingWorx Converge is an extension to ThingWorx. In addition to the normal ThingWorx products required (i.e., Base Fee, Developer licenses, Assets and/or Users), the equivalent products are required for ThingWorx Converge (i.e., Converge Base Fee, Converge Developer licenses, and Converge Assets and/or Users). The number of each license type of Converge must be equal to the equivalent ThingWorx license type.	“Asset” licenses (6)(7)	IoT (see below)
Axeda Connected Reporting (5)	Each license entitles Customers to 2 Advanced Business Authors and 1 Professional Author	Axeda Additional Sandbox Environment (8)	SBX
Axeda Wireless Console	Unlimited but only for use with Axeda products		

(1) There are different base fees depending on the Base Fee’s Asset and User capacity limits (as designated in the name of the “Base Fee” item description). For Base Fees designated in the product name as “limited”, such Base Fee must be upgraded to a non-limited Base Fee if Customer exceeds the maximum number of Users and/or Assets as set forth in the product name. For example, if a Customer purchases a limited Base Fee with a maximum User amount of 50 Users and a maximum Asset amount of 250 Assets, and the Customer purchases 10 Users and 50 Assets, but the Customer’s future use increases such that the Customer has more than 50 Users or more than 250 Assets, then at such time Customer must upgrade to a non-limited Base Fee. User and Asset quantities specified in a product name are capacity limitations only, and such Users and Assets are not included with any Base Fee unless such Users and/or Assets are designated as “included” in the product name.

(2) The Base Fee for ThingWorx is sold in two ways.

The “Enterprise” Base Fee is sold on a “per Core” basis. This version of the product includes:

- Two ThingWorx instances (one production, one test/development)
- DSE connectors for the 2 ThingWorx instances
- 20 cores of DSE to run Cassandra and Solr nodes in production
- DSE Ops Console (no DSE cores required)
- DSE development cores supporting Cassandra and Solr for the development instance

The non-Enterprise Base Fee is licensed on a Designated Server Basis. The non-Enterprise ThingWorx Base Fee includes one test/development license and one production license. The ThingWorx Base Fee also includes the “agents” or “Edge Microservers”, which are unlimited and distributable with Assets but only for use with the ThingWorx and/or Axeda products.

(3) “AXB” means that the Customer is entitled to one test/development environment (also referred to as “Sandbox”) with up to 100 Assets and 10 Users, and one production environment. AXB includes Axeda agents, Axeda Policy Server, Axeda Deployment Utility and executable (run-time) components in Customer agents developed with Axeda or ThingWorx agent development tools, all of which are unlimited and distributable with Assets but only for use with ThingWorx and/or Axeda products. AXB also includes Axeda Codecs (device specific translators), and also includes the right for Customer to copy and install development tools supplied with the Axeda product on any server within the Customer’s control.

(4) “User” licenses (designated by “IoT”) are licensed based on the number of Users, as defined below.

- “User” means anyone that accesses a ThingWorx or Axeda product or an application built using such product directly or via an intermediate application. This licensing basis is a variant of the Registered User licensing basis, however, in this case, a User may have a log-in, or might be someone (e.g., a factory-floor employee) who accesses data through another system or through a shared log-in or screen. Users are counted on an individual basis, not on a concurrent basis.
- An “Occasional” User is a User who makes less than 500 API Calls per month. A “Frequent” User may make any number of API Calls per month. An “API Call” is when an action by the User generates a read or write of data from a specific data source. For example, if a User updates four charts in a mashup that would generate four API calls.

(5) An Advanced Business Author is authorized to use the Query Studio and Workspace Advanced features of Axeda Connected Reporting. A Professional Author is authorized to use those same features and also the Report Studio feature.

(6) “Asset” licenses (designated by “IoT”) are licensed based on the maximum number of authorized Assets, as defined below.

(7) The Base Fee and Asset licenses for Axeda include the Axeda Remote Service Applications.

- “Asset” (also sometimes referred to in the product itself or elsewhere as a “Device” or a “Thing”) means a sensor, device, machine, system, web service, etc. that is modeled (represented) and/or registered as an asset (or “device” or “thing” within the software) or any separately defined part of the foregoing if it is being treated as a separate asset within the software. For example, without limitation, an asset could be a medical analyzer, a car, a toothbrush, another computer system, weather service, a helicopter (and/or a helicopter engine, if that engine is modeled or registered as a separate asset in the software), etc.
- Asset licenses are categorized in different “Asset Classes,” each based on the number of Data Items associated with such Assets. A “Data Item” means a discrete value or location transmitted by an Asset. For example, a transmission of a value of 98 degrees Fahrenheit, transmitted twice, would be two Data Items. Data Items are calculated based on the monthly total, measured based on the entire set of Customer’s assets (i.e., not on a per Asset basis). For example, if Customer has licenses for 100 Class 1 Assets, the Data Item limitation will be 12,500 total Data Items per month. Customer will be required to upgrade to the applicable higher Asset Class if Customer exceeds the monthly Data Item limitation two times in any rolling twelve month period.

	<b>Asset Class 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Data Item Limitation (Per Asset/ Month)</b>	125	1,100	9,000	90,000	180,000	720,000

(8) “SBX” means an additional Axeda test/development environment.

**PTC ALM Products (1)(2)(3)**

<b>Licensed Product Name</b>	<b>Licensing Basis</b>	<b>Licensed Product Name</b>	<b>Licensing Basis</b>
Integrity Lifecycle Manager Server family of products (Integrity Lifecycle Manager Server, Integrity Lifecycle Manager Federated Server, Integrity Lifecycle Manager Agent, Integrity Lifecycle Manager Integration Platform, etc.)	Designated Server (except as noted below)	Integrity Lifecycle Manager family of products (Integrity Lifecycle Manager, Integrity Lifecycle Manager Source, Integrity Lifecycle Manager integrations (Eclipse, Visual Studio, Word, Excel, MATLAB, etc.))	Registered User or Concurrent User <sup>(4)</sup>
Integrity Integration Platform Adapters	Per Instance	Source Integrity Standard	Registered User
Implementer and Implementer Receiver	Designated Server	PTC Integrity Modeler	Concurrent User <sup>(4)</sup>
PTC Integrity Process Director	Concurrent User <sup>(4)</sup>	PTC Integrity Asset Library	Concurrent User <sup>(4)</sup> Designated Server
PTC Integrity Process Check	Concurrent User <sup>(4)</sup>	PERC, APEXADA, ADAWORLD, OBJECTADA, TELEUSE AND X32	As specified in the license agreement

(1) Integrity/Implementer Licenses: Notwithstanding anything to the contrary in the License Agreement, (a) use of Integrity and Implementer 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 or who permanently ceases to use the license may be replaced with another Registered User.

(2) For Integrity licenses, if the name of the product includes the word “Enterprise”, then the Customer may use Integrity to publish and synchronize documents (Requirements and Test Documents) from Integrity to Windchill, allowing the user to publish or re-publish a document and its related content from Integrity to Windchill using the Integrity Integration Platform technology. Once published, PDMLink licensed users can establish traceability / associativity between the documents or content and a relevant set of PDMLink objects. If the product does not include the word “Enterprise”, such functionality may not be used.

(3) For Integrity licenses, if the name of the product includes the words “Requirements Only”, then such product may only be used for the management and change of requirements and test artifacts, including validation and verification of requirements, as understood by traditional industry practices, and Customer shall not access or use any other capabilities or functionality of such product, such as without limitation, configuration management, change management, deployment management, test results capture, or execution management.

(4) For these Concurrent User licenses, the restrictions in the license agreement that the user must be located in the country of installation is not applicable, unless the name of the product includes the words “single site” or the equivalent.

**Training Products and Instructor-Led Training**

**Training Products**

<b>Licensed Product Name</b>	<b>Licensing Basis</b>
All eLearning software licenses (e.g., Pro/FICIENCY, Create, Control, Collaborate, Coach, etc.)	Registered User
PTC University Expert Model Analysis Desktop	Designated Computer
Creo eLearning “Extension” licenses	Concurrent User

e-learning Licenses: Customer has the option to host its e-learning software 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 country of installation and (b) for e-Learning 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.

**Instructor Led Training**

PTC reserves the right to cancel classes five (5) business days or more before the class start date. In such unfortunate circumstances, PTC will endeavor to re-enroll the student in a similar class. However, certain classes in select regions are subject to a special "guaranteed to run" policy that ensures the class will not be cancelled, even if there is only one student enrolled. These classes are marked with a “\*” on the schedule search results page.

In order to reschedule a class or cancel a class and receive a full refund, PTC must be notified in writing at least 10 business days prior to the class start date. Any cancellations or changes made after the 10 business day window will be charged 100% of the class price, even if payment information or PO has not yet been received.

**Note:** Customer may substitute the learner assigned to the class registration at any time with no additional charge. If payment information or PO is not received within 5 business days of registration, the registration may be cancelled and Customer will nonetheless be held responsible for payment.

For all instructor-led training courses to be delivered at a Customer site, Customer will provide a dedicated classroom/lab area with adequate seating and desk space during the full duration of the course and Customer will provide a dedicated whiteboard and projector for classroom use. Unless purchasing PTC's Mobile Classroom, Customer is responsible for providing all computer hardware and all hardware preparations including software installation prior to the class. Customer will reimburse PTC for the actual Travel and Lodging expenses incurred by the resource while delivering the above services unless otherwise documented. All onsite courses have a capped number of students allowed. Additional students above this cap will be charged an additional fee.

### **Education Products**

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 right to use such Licensed Products. 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 the License 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.