# **PTC**<sup>®</sup> PRODUCT & SERVICE ADVANTAGE

# 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 our most common licensing types 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:

- <u>Designated Computer</u>: 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.
- <u>License Locked</u>: 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.
- <u>Multiple Instances</u>: 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":** 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 Instance":** 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":** 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.

1 of 9

| "Site License": | 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:       | 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:        | 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.  |

Note on 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 on or through virtualization technologies.

# 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.

| Licensed Product Name           | Licensing Basis      | Licensed Product Name         | Licensing Basis                                |
|---------------------------------|----------------------|-------------------------------|--|
| Creo Family of Products (except | Concurrent User      | Creo Elements/Direct Family   | Concurrent User                                |
| as noted)                       |                      | of Products (except as noted) |  |
| Creo Application Programming    | Registered User      | Creo Elements/Direct          | Registered User (except that, after this       |
| Toolkit                         | -                    | Modeling Personal Edition     | 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                       | Registered User or   | CADDS                         | Concurrent User (Usage License Fees apply,     |
|                                 | Concurrent User      |                               | except in Germany, Austria and Switzerland)    |
| Creo View Adapters              | Designated Server or | Rights Management User        | Registered User                                |
| _                               | Registered User      | Licenses                      |  |
| Creo View Web Toolkit           | Site License         |                               |  |

## PTC Creo and other MCAD Products

### **PTC Mathcad Products**

| Licensed Product Name | Licensing Basis  |
|-----------------------|--|
| 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 and Service Lifecycle Management Products

| Licensed Product Name                          | Licensing Basis                | Licensed Product Name                          | Licensing Basis   |
|--|--------------------------------|--|-------------------|
| Arbortext Family of Products (except as noted) | Concurrent User                | Arbortext Provisioning Transaction<br>Manager  | Concurrent User   |
| Arbortext Publishing Engine                    | Designated Server (per<br>CPU) | Arbortext Learning Content Manager -<br>S1000D | Designated Server |
|  |                                |  | (F                |

© PTC, 2013

(Eng. rev. Aug 2013)

This document contains PTC product names and logos, many of which are protected by trademark. Refer to the "Legal Policies and Guidelines" page of www.ptc.com for information about PTC approved use of these names and logos.

| Arbortext Content Manager                      | Registered User             | Arbortext IsoView Distribution Kit                 | Site License  |
|--|-----------------------------|--|---|
| Arbortext Adapter to Oracle<br>Content Manager | Designated Server (per CPU) | Arbortext Dynamic Link Manager                     | Designated Server   |
| Arbortext Adapter to Oracle<br>CM/SDK          | Per Instance                | Structured Product Labeling                        | Designated Server   |
| Arbortext IETP Viewer -<br>S1000D              | Designated Server (per CPU) | Arbortext Advanced Print Publisher –<br>Enterprise | Designated Computer, Designated<br>Server or per CPU, as specified in<br>the product name |
| Raytheon Eagle Product                         | Concurrent User             | Arbortext CSDB - S1000D                            | Concurrent User   |
| Arbortext LSA Interface                        | Designated Server           | Web Access/Expert Users                            | Registered User   |

# PTC Servigistics Products

| Licensed Product<br>Name  | Licensing Basis  | Licensed Product Name   | Licensing Basis  |
|---|--|---|--|
| Business Intelligence   | All Site License, except Command<br>Center, which is Registered User   | Service Logistics   | All Site License, except<br>Service Logistics User,<br>which is Registered User  |
| Third Party Products         (**)         Informatica         Intellicus         Navteq         Google Maps         Other Third Party | Each license entitles customer to<br>use Informatica on up to 8 cores<br>Designated Server or Concurrent<br>Report Limited (*)<br>Registered User<br>Unlimited geo-coding and 250,000<br>annual page views   | <ul> <li><u>Service Knowledge Management</u></li> <li>SKM Studio (required)</li> <li>SKM Advisor – Self Service External</li> <li>SKM Multi-Language</li> <li>SKM Advisor -Self Service</li> <li>SKM Analytics (required)</li> <li>SKM Advisor -Call Center (required)</li> <li>SKM Advisor – Field</li> <li>SKM Advisor – Field External User</li> <li>SKM -Systran -See below Third Party</li> <li>SKM Service Session -Call Center</li> <li>SKM Service Session -Field</li> <li>Other Third Party Products (**)</li> </ul> | All are Site Licenses.<br>"External" is limited to<br>external users<br>All are Registered User.<br>"External" is limited to<br>external users   |
| Products (**)<br>Move WMS<br>WMX  | Registered User or Site License<br>(with pricing based on the size and<br>automation of warehouse, as<br>specified in the order documents)<br>Registered User or Site license<br>(with pricing based on the size and<br>automation of warehouse, as<br>specified in the order documents) | Webship:<br>Connectship Toolkit Foundation<br>Connectship Shipper<br>Connectship Carrier  | Designated Server<br>Designated Server<br>License required for each<br>location from which<br>Customer is shipping<br>License is required per<br>carrier per location (e.g.,<br>two carriers and three<br>locations requires six |
| Field Service   | All Registered User, except<br>Command Center - Application,<br>which is Site License  | Fedex Integration   | licenses)<br>License required for each<br>location from which<br>Customer is shipping  |

## Parts Management

Parts Planning is licensed based on the value of inventory that is being managed by the software. It is sold in blocks of US\$1 million, 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.

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, 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.

| Service Knowledge Manager  | Site License      | Service Center | Designated Server |
|----------------------------|-------------------|----------------|-------------------|
| Service Intelligence (***) | Registered User   | iService       | Concurrent User   |
| "Warranty" products        | Concurrent User   | iSupport       | Concurrent User   |
| Service Access             | Designated Server | iParts         | Concurrent User   |
| iOwn                       | Designated Server |                |                   |

(\*) "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.

(\*\*) 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.

(\*\*\*) 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.

## PTC Windchill Products (\*)

| Licensed Product Name          | Licensing Basis    | Licensed Product Name      | Licensing Basis      |
|--------------------------------|--------------------|----------------------------|----------------------|
| Windchill Family of Products   | Registered User    | Windchill Quality FRACAS,  |                      |
| (except as noted)              |                    | FMEA, FTA and Prediction   | Concurrent User      |
| Windchill Enterprise Systems   | Designated Server  | <br>Windchill FlexPLM      | Registered User      |
| Integration (except as noted)  |                    |                            |                      |
| Windchill Enterprise Systems   | Per Instance       | Pro/INTRALINK Family of    | Concurrent User      |
| Integration Adapters           |                    | Products (except as noted) |                      |
| Windchill Info*Engine Adapters | Per Instance       | Pro/INTRALINK Toolkit      | Registered User      |
|                                |                    | Access                     |                      |
| Windchill Info*Engine Access   | Registered User    |                            |                      |
|                                | Designated Server, |                            |                      |
|                                | Concurrent User or |                            |                      |
| Windchill Product Analytics    | Registered User    | Windchill Mobile App       | Registered User (**) |
| GDX Connector Subscriptions    | (***)              | Windchill PDM Essentials   | Concurrent User      |

(\*) If the customer creates an interface or otherwise enable access between a Windchill implementation and a third party system, then customer must purchase one Info\*Engine Access Registered User License for each of customer's Windchill Registered User Licenses within that Windchill implementation.

(\*\*) If the customer uses PTC's Windchill Mobile App, then customer must purchase one Windchill Mobile App Registered User Licenses 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.

(\*\*\*) 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.

© PTC, 2013

4 of 9

| 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                   |

## **PTC Integrity and Implementer Products**

| Licensed Product Name   | Licensing Basis   | Licensed Product Name   | Licensing Basis  |
|---|-------------------|---|--|
| Integrity Server family of<br>products (Integrity Server,<br>Integrity Federated Server,<br>Integrity Agent, Integrity<br>Integration Platform, etc.) | Designated Server | Integrity Client family of<br>products (Integrity Client,<br>Integrity Manager Client,<br>Source Client, Integrity<br>integrations (Eclipse, Visual<br>Studio, Word, Excel,<br>MATLAB, etc.)) | Registered User or<br>Concurrent User (but note that the<br>restrictions in the license agreement that<br>the user must be located in the country of<br>installation is not applicable to these<br>products) |
| Integrity Integration Platform<br>Adapters  | Per Instance      | Source Integrity Standard   | Registered User  |
| Implementer and Implementer<br>Receiver   | Designated Server |   |  |

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.

## **Training Products**

| Licensed Product Name   | Licensing Basis  |
|---|--|
| All eLearning software licenses<br>(e.g., Pro/FICIENCY, Create, | Registered User, except as noted below   |
| Control, Collaborate, Coach, etc.)                              | <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. |
| PTC University Expert Model<br>Analysis Desktop                 | Designated Computer  |
| Creo eLearning "Extension"<br>licenses                          | Concurrent User  |

### Notes:

<u>Upgrades</u>: 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.

## PTC 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

© PTC, 2013

(Eng. rev. Aug 2013)

This document contains PTC product names and logos, many of which are protected by trademark. Refer to the "Legal Policies and Guidelines" page of www.ptc.com for information about PTC approved use of these names and logos.

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 fulltext 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 lifecyle 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.

## PTC Windchill PDM Essentials Limitations of Use

- 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 is supported. 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 is supported only on a *single* Windows Server machine. No other configuration is supported. 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 support 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 are supported but WT Part objects are not supported)
    - Changes (no change objects can be used—only promotion requests are supported)
    - Advanced Configuration Management (no support for options, variants or part baselines)
    - Catia, Unigraphics, CADDs workgroup managers (These Workgroup managers are not installed for download on the server and are not supported with PTC Windchill PDM Essentials)
    - ECAD workgroup managers (The ECAD workgroup managers are not installed and are not supported with PTC Windchill PDM Essentials)
    - Indexed search (Database attribute-based search is configured out of the box and supported but SOLR Search is not configured and therefore no indexed search is supported)
    - 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

Windchill Info\*Engine use is not supported in PTC Windchill PDM Essentials with the following exceptions:

- Use of JNDI adapter is allowed to support directory services integrations such as with Microsoft Active Directory. No other Info\*Engine adaptors are supported.
- 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 supported. The ESI and ERP integrations are not supported and bi-directional integration with any external system other than a directory service is not supported.

## 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

© PTC, 2013

0

(Eng. rev. Aug 2013)

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. A reasonable number 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 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.

## PTC 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.

<u>PTC Creo View ECAD</u>: 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.

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 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.

<u>PTC ESI Adapter</u>: 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/Portable License Enabler Licenses:

© PTC, 2013

7 of 9

(Eng. rev. Aug 2013)

This document contains PTC product names and logos, many of which are protected by trademark. Refer to the "Legal Policies and Guidelines" page of www.ptc.com for information about PTC approved use of these names and logos.

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.

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.

#### 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, noneducational 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.

<u>Global/Restricted Global Licenses</u>. Under the License Agreement, PTC Concurrent User 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:

<u>Global Licenses</u>. 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.

<u>Restricted Global Licenses</u>. 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.

<u>e-learning Licenses</u>: 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.

<u>PTC Creo Elements/Direct Subscriptions</u>: Notwithstanding anything to the contrary in the License Agreement, if Customer purchases a Creo Elements/Direct subscription license and the Customer is located in the European Union, Switzerland, Norway, Iceland or Lichtenstein, such subscription shall automatically renew each year, unless such subscription is terminated by either party giving 90 days written notice prior to the renewal date. PTC may increase the subscription fee for a renewal year by providing notice prior to the renewal date and Customer may terminate such subscription within 30 days after such price increase notice.

<u>PTC Creo Elements/Direct Support Services</u>: Notwithstanding anything to the contrary in the License Agreement, if Customer is located in Austria, Germany or Switzerland, the term of Customer's Support Services Plan with respect to Customer's Creo Elements/Direct products shall automatically renew each year, unless: (a) such Support Services Plan is terminated by either party giving 90 days written notice prior to the renewal date, or (b) PTC has agreed with Customer in writing that Customer will have the option to renew such Support Services at a specified rate (in which case, Customer will be required to affirmatively exercise such option and this provision shall not apply). Unless there are one or more renewal options under paragraph (b) of the foregoing sentence, PTC may increase the maintenance fees for a renewal year by providing notice prior to the renewal date and Customer may terminate such Support Services Plan within 30 days after such price increase notice. This provision will have no effect with respect to a Support Services Plan for products other than Creo Elements/Direct or if Customer is not located in Austria, Germany or Switzerland.

© PTC, 2013

<u>PTC Creo Elements/Direct TLO Bundle and Creo Elements/Direct with View TLO Bundle</u>: A license of Creo Elements/Direct that is licensed as part of either a Creo Elements/Direct TLO Bundle or a Creo Elements/Direct with View TLO Bundle may not be used with any other modules or applications that are otherwise licensed by PTC for use with Creo Elements/Direct.

Instructor Led Training - Class Cancellation Policy:

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.

## Student Cancellation/Change Policy

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: You 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.

### **Onsite Class Policy**

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. Please check with your local training contact for details. Additional students above this cap will be charged an additional fee.