

PTC SOFTWARE PRODUCTS LICENSING BASIS

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

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

Concurrent User products are generally "floating," except:

- **Designated Computer:** Where the product name containing the words "fixed," "locked," "node-locked", such products are licensed to operate solely on the designated computer on which they are installed.
- **License Locked:** Where the part number contains the suffix "L", such products may only be used with another PTC product to which the product is an extension.
- **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": Each Designated Server product may only be used on the computer server that is designated by the customer in connection with the initial installation of the product and that has one unique instance of the applicable installed product application. In the event a computer server is partitioned in any manner (physically, logically or otherwise), the reference in the preceding sentence to "computer server" shall mean each partition of such server, and such Designated Server product may only be used on one of such partitions.

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

"Registered User": Registered User Products may only be used by individual, named registered users on a password basis. The customer may add and/or substitute from time to time new registered users as long as the aggregate number of registered users does not exceed at any point in time the number of licenses in effect at such time for that particular product and, provided further, that if a person who was previously a registered user returns to registered user status, a new license fee must be paid to PTC at PTC's then current rates.

A License is required for each individual who accesses a Registered User product or the data contained therein, whether directly or through a web portal or other mechanism for "batching" or otherwise achieving indirect access to the Licensed Product or such data. Generic or shared log-ins are not permitted.

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

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

Packages: The licensing basis for each component of a PTC product package shall be the same as if such component were being licensed separately, except that the components of each package may only be used with the base seat in the package. For example, the Windchill PDMLink and Windchill ProjectLink Registered User Licenses bundled with the 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.

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.

Creo and other MCAD Products

Licensed Product Name	Licensing Basis
Creo Family of Products (except as noted)	Concurrent User
Creo Application Programming Toolkit	Registered User
Creo View	Registered User or Concurrent User
Creo View Adapters	Designated Server or Registered User
Creo View Web Toolkit	Site License

Licensed Product Name	Licensing Basis
Creo Elements/Direct Family of Products (except as noted)	Concurrent 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)
CADDS	Concurrent User (Usage License Fees apply, except in Germany, Austria and Switzerland)
Rights Management User Licenses	Registered User

Mathcad Products

Licensed Product Name	Licensing Basis
Mathcad	Concurrent User, except Student Edition, which is Registered User and which may not be re-assigned to any other user even if the original Registered User ceases to use the product.

Arbortext Products

Licensed Product Name	Licensing Basis
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)
Raytheon Eagle Product	Concurrent User
Arbortext LSA Interface	Designated Server

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

Windchill and Pro/INTRALINK Products

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
Windchill Info*Engine Adapters	Per Instance
Windchill Info*Engine Access	Registered User (*)
Windchill Product Analytics	Designated Server, Concurrent User or Registered User

Licensed Product Name	Licensing Basis
Windchill Quality FRACAS, FMEA, FTA and Prediction	Concurrent User
FlexPLM	Registered User
Pro/INTRALINK Family of Products (except as noted)	Concurrent User
Pro/INTRALINK Toolkit Access	Registered 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.

Integrity and Implementer Products

Licensed Product Name	Licensing Basis
Integrity Server family of products (Integrity Server, Integrity Federated Server, Integrity Agent, Integrity Integration Platform, etc.)	Designated Server
Integrity Integration Platform Adapters	Per Instance
Implementer and Implementer Receiver	Designated Server

Licensed Product Name	Licensing Basis
Integrity Client family of products (Integrity Client, Integrity Manager Client, Source Client, Integrity integrations (Eclipse, Visual Studio, Word, Excel, MATLAB, etc.))	Registered User or Concurrent User
Source Integrity Standard	Registered User

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.

4CS Products

Licensed Product Name	Licensing Basis
Service Knowledge Manager	SKM (*)
Service Intelligence (**)	Registered User
iWarranty	Concurrent User
Service Access	Designated Server

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

(*) “SKM” means that one license of this Service Knowledge Manager is required for each instance of iWarranty that Customer owns and an additional license is required for each instance of any one or more of the following products that Customer owns: iServices, iParts and/or iSupport. For example, without limiting the foregoing, if Customer owns one instance of each of iWarranty, iServices and iParts, Customer would need two licenses of Service Knowledge Manager (one for iWarranty and one for iServices and iParts). However, if Customer owns one instance of each of iServices and iParts, only one License of Service Knowledge Manager is required. If Customer owns two instances of each of iServices and iParts, two licenses of Services Knowledge Manager are required.

(**) 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.

Training Products

Licensed Product Name	Licensing Basis
All e-learning software licenses (e.g., Pro/FICIENCY, Create, Control, Collaborate, Coach, etc.)	<p>Registered User</p> <p><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.</p>

Notes:

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 maintenance 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.

Windchill:

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

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

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

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.
- (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.
- (v) An “Administrator” license allow for the same functionality as clauses (i), (ii), (iii) and (iv) above, except that, in addition, the customer may setup, deploy, configure and manage the Business Reporting software and components within the Customer’s environment. This license also allows the customer to use the Framework Manager to define and publish the metadata and 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.

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.

FlexPLM:

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

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

Creo View ECAD: Whenever a Unix version of Creo View ECAD software incorporates Mainsoft’s MainWin Dedicated Libraries, the following additional terms apply:

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

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

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

Home Use Licenses/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.

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, non-educational research or funded educational research conducted using the facilities of an academic institution or under an academic name does not qualify as “educational purposes” and use of Educational Software for such purposes and represents a violation of the terms of this Agreement.

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

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

Global Licenses. A “Global” License allows the customer to install, operate and use such Licensed Product at any of the customer’s site(s) throughout the world, notwithstanding any restrictions in the License Agreement in relation to limiting use of Licensed Products to the country of installation.

Restricted Global Licenses. A “Restricted Global” License allows the customer to install, operate and use such Licensed Product at any of the customer’s site(s) located in the Designated Country and/or in any Permitted Country, notwithstanding any restrictions in the License Agreement in relation to limiting use of Licensed Products to the country of installation. “Permitted Countries” means China, India, Russia, the Czech Republic, Poland, Hungary, Malaysia, South Africa, Israel, Mexico, Brazil, Argentina, and Romania.

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

Creo Elements/Direct Subscriptions: 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.

Creo Elements/Direct Maintenance: Notwithstanding anything to the contrary in the License Agreement, if Customer is located in Austria, Germany or Switzerland, the term of Customer’s Maintenance Plan with respect to Customer’s Creo Elements/Direct products shall automatically renew each year, unless: (a) such Maintenance 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 Maintenance 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 Maintenance Plan within 30 days after such price increase notice. This provision will have no effect with respect to a Maintenance Plan for products other than Creo Elements/Direct or if Customer is not located in Austria, Germany or Switzerland.

Creo Elements/Direct TLO Bundle and Creo Elements/Direct with View TLO Bundle: 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.