



PTC SOFTWARE PRODUCTS LICENSING BASIS FOR CODEBEAMER, PURE VARIANTS AND PTC SYSTEMS AND SOFTWARE ENGINEERING PRODUCTS

Scope of this Document

This document sets out the licensing basis and restrictions for each of PTC's Codebeamer, Pure Variants and PTC Systems & Software Engineering Products. In most cases, this document is incorporated into the legal documents governing the Customer's use of software licensed from PTC (collectively the "License Agreement"). In the event of inconsistency between this document and the PTC quote pursuant to which the Customer purchased the licenses (the "Quote"), the Quote shall govern. For example, this document may identify that a product is licensed in a particular way, but if the product name on the Quote specifies a different licensing basis, the Quote shall govern. PTC may update this document from time to time, but each purchase made by the Customer will be governed by the most current version of this document in effect at the time of the purchase.

DESCRIPTION OF COMMON LICENSING BASES

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

Concurrent User products are generally "floating," except:

- **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, or connections to Concurrent User products at a particular time will in most cases consume that number of licenses, irrespective of the connection type (e.g. graphical user interface (GUI), application programming interface (API), etc.). 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.

"Registered User" (RU): Registered User products may only be used by a single individual without regard to how often the person uses the license. A license is required for every such individual, regardless of whether the individual is accessing the Licensed Product directly or via an intermediate application. Shared passwords or log-in accounts are not permitted unless the licensing basis for the particular product below specifies to the contrary. The Customer may add and/or substitute from time to time new Registered Users as long as the aggregate number of Registered Users does not exceed at any point in time the number of licenses in effect at such time for that particular product and, provided further, that if a person who was previously a Registered User returns to Registered User status, a new license fee must be paid to PTC at PTC's then current rates unless the licensing basis for the particular product below specifies to the contrary.

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

"Demo and Test": Products licensed on a "demo and test" or "non-production" basis (or similar designation), such Licensed Software may not be used in a production environment.

Packages (P): The licensing basis for each component of a PTC product package shall be the same as if such component were being licensed separately, except that the components of each package may only be used with the base seat in the package. For example, the Windchill PDMLink and Windchill ProjectLink Registered User Licenses bundled with the Creo Enterprise XE Package are Licensed on a Registered User basis and must be assigned in combination to a single Creo user.

Bundles (B): Each PTC Bundle contains several different PTC Licensed Products and the licensing basis for each such Licensed Product may differ from the other Licensed Products included in that Bundle.



LICENSE RESTRICTIONS COMMON TO MULTIPLE PRODUCTS

Subscriptions. A “Subscription” is a on-premise License type that includes a License for a term as specified in the product name, Quote, order agreement or other order documentation, and/or the invoice, and such License includes Support Services during such License Term at no additional fee.

Perpetual Licenses. PTC does not have perpetual license models for most products. Where PTC does sell perpetual licenses, however, and such product includes components that are provided by PTC on a hosted or SaaS basis (e.g., Creo AR Design Share), PTC may discontinue providing such hosted/SaaS components at any time.

Virtualization Technologies. Although in some cases it may be possible through the use of virtualization technologies to circumvent the license control mechanisms that PTC employs in order to enforce the above licensing schemes, or to circumvent the intent of such licensing schemes, such practices violate the Customer’s License Agreement with PTC.

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 (or 3rd party) 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. Connections to the PTC product using an interoperability tool must comply with the restrictions defined in the above licensing basis.

Batching/Shared Log-Ins/Use of Artificial Intelligence

For contract types based on numbers of users (e.g., Registered User, Concurrent User, etc., but not Kiosk Users), a license is required for each individual who accesses or uses such Licensed Product or the output produced thereby or the functionality or data contained therein (the “Materials”), whether directly or indirectly, such as through a web portal or other mechanism for “batching” or otherwise achieving indirect access to the Materials. Generic or shared log-ins are not permitted. For example, user credentials may not be shared, meaning each individual must be assigned their own license to enable access to or use of the Materials, and any such sharing is deemed to violate the license to the Licensed Product. Notwithstanding the foregoing, Customers may create generic service and/or administrative accounts solely for the purposes of automating tasks initiated by a licensed Codebeamer user, which tasks such licensed user is entitled to perform.

Without limiting the generality of the foregoing, unless Customer has purchased Codebeamer API Access Enablement, the Customer is expressly prohibited from accessing or using (directly or indirectly, including via an application created by Customer or a third party) the application program interface of the Licensed Product to extract data from the Licensed Product for the purpose of training, fine-tuning, or creating an artificial intelligence (AI) model or building a data source such as a Retrieval Augment Generation (RAG), whether for internal use or external distribution.

Restriction on Installation Location. Except for “Global” licenses (as specified in the product name), all of PTC’s products are restricted such that they may only be installed in the country of purchase (referred to in the License Agreement as the “Designated Country”). Where Customer desires to change the country of installation, Customer is required to notify PTC and, where the list prices for such licenses are higher in the proposed new country of installation, uplift fees are required based on the difference.



CODEBEAMER PRODUCTS

Licensed Product Name	Licensing Basis
Codebeamer - collaboration	Registered or Concurrent User ^(1,2,5)
Codebeamer (previously Codebeamer LM)	Registered or Concurrent User ^(1,2,4)
Codebeamer - advanced	Registered or Concurrent User ^(1,2,4)
Codebeamer - premium	Registered or Concurrent User ^(1,2,3,4)
Windchill R&V with Codebeamer - premium	Registered or Concurrent User ^(1,2,3,4)
Windchill SCM with Codebeamer - premium	Registered or Concurrent User ^(1,2,3,4)
Codebeamer Avionics DO-178C DO-254	Site License
Codebeamer Pharma GAMP [®] 5 Template	Site License
Codebeamer ISO 9001:2015 Template	Site License
Codebeamer Medical Audit and CAPA Management Template	Site License
Codebeamer Medical Software Engineering Template	Site License
Codebeamer AI ⁽⁷⁾	Registered User. Also, see note 7.

Licensed Product Name	Licensing Basis
Codebeamer X / LM	Registered or Concurrent User ^(1,2)
Codebeamer X / RM	Registered or Concurrent User ^(1,2)
Codebeamer X / TM	Registered or Concurrent User ^(1,2)
Codebeamer X collaboration	Registered or Concurrent User ^(1,2,5)
Codebeamer RM	Registered or Concurrent User ^(1,2)
Codebeamer TM	Registered or Concurrent User ^(1,2)
Codebeamer DM	Registered or Concurrent User ^(1,2)
Codebeamer Review Hub	Registered or Concurrent User ^(1,2)
Codebeamer Automotive ISO 26262:2018 & ASPICE Template	Site License
Codebeamer Tool Validation Kit	Site License
Codebeamer API Access Enablement	See note 6 below

(1) Notwithstanding anything to the contrary in the License Agreement, use of Codebeamer software is not restricted to persons located in the Designated Country and use by Permitted Users who are not employees of Customer is not restricted to when such Permitted Users are physically located at a Customer site.

(2) For Codebeamer Concurrent User products, the Customer is limited to allowing a maximum of six individuals to use each license (but no more than one individual at any given time). For example, if Customer has a team of 80 people who need to Codebeamer Concurrent User licenses, Customer must have a pool of at least 14 licenses to support such a team.

(3) The Codebeamer-premium, Windchill R&V with Codebeamer – premium and Windchill SCM with Codebeamer - premium products permit dual use of Codebeamer and Windchill RV&S (either R&V or SCM, as applicable). For Codebeamer – premium, the entitlement shall be Windchill R&V. Both products will be available to the customer, but Customer’s usage of both products, taken together, may not exceed the quantity of licenses purchased. If Customer purchases managed hosting services (typically designated by an “HST” part number) for Codebeamer premium, such managed hosting services shall include only the Codebeamer entitlement, and not the Windchill RVS entitlement.

(4) Customers may not mix the three main Codebeamer product types. This means that they must have either all Codebeamer, all Codebeamer – advanced or all Codebeamer – premium. This includes ‘dual use’ (note 3) where all licenses must be Codebeamer -premium.

(5) Codebeamer – collaboration can only be purchased and used with a maximum ratio of 6:1, in relation to the number of main Codebeamer product (Codebeamer, Codebeamer – advanced or Codebeamer – premium) licenses. For example, if Customer has 10 Codebeamer licenses,



Customer can purchase and use up to a maximum of 60 Codebeamer – collaboration licenses. Where there is a mix of CU and RU licenses, the maximum ratio applies to both. For example, if Customer has 10 Codebeamer RU licenses and 1 Codebeamer CU license, they are limited to a maximum of 60 Codebeamer – collaboration RU licenses and 6 Codebeamer – collaboration CU licenses.

(6) The Codebeamer API Access Enablement license is licensed based on the following:

- i. A license is required if Customer uses one or more systems to extract data from Codebeamer for the purpose of training, fine-tuning, or creating an artificial intelligence (AI) model or building a data source such as a Retrieval Augment Generation (RAG) (each a “Connected Tool”). For example, if Customer desires to use two Connected Tools with Codebeamer, Customer would need to purchase one license of the Codebeamer API Access Enablement licenses.
- ii. The Codebeamer API Access Enablement license is also constrained by the number of user licenses of Codebeamer that Customer owns, calculated as follows. Each Codebeamer API Access Enablement license has a tier of user licenses associated with it. Solely for purposes of determining the proper tier for the Codebeamer API Access Enablement license, each Registered User license of Codebeamer will count as one user, and each Concurrent User license of Codebeamer will count as six users, but in either case Codebeamer Collaborate user licenses do not count.
- iii. All users of a Connected Tool or of a data source created using a Connected Tool must have a license to Codebeamer, regardless of whether such users in fact access Codebeamer directly. Also, any application(s) that leverage such AI model or data source must only use PTC-supported APIs of Codebeamer.
- iv. The parties acknowledge that the way the Licensed Product structures data and respective databases are proprietary. Customer’s accessing Codebeamer with or for application(s) that leverage an AI model or data source is not meant to derogate from the proprietary nature of such data structures and databases, and Customer may not recreate such data structures and/or databases that are part of Codebeamer.

(7) Codebeamer AI is a product (available either as a PTC-hosted offering or as a version that Customer may install on their own environment) that is available for the base license of Codebeamer and also the advanced and premium Codebeamer packages, but is not available for users of Codebeamer Collaboration licenses. Codebeamer AI is sold on a Registered User basis, with access enabled via designating the individual users who need access to Codebeamer AI as members of an entitlement group in Codebeamer. Customers may include in this entitlement group only the number of individual users corresponding to the Codebeamer AI licenses purchased. For example, if Customer holds 100 Codebeamer licenses and 10 Codebeamer AI licenses, no more than 10 individual users may be added to the entitlement group. Adding users to the entitlement group beyond the licensed quantity requires purchase of additional Codebeamer AI licenses.

In addition, Customer’s usage of the PTC-hosted version of Codebeamer AI is also limited by the number of AI Credits the Customer consumes per year (and, if the Customer consumes more AI Credits than comes with Codebeamer AI, additional AI Credits must be purchased to cover the overage). Notwithstanding anything to the contrary in the License Agreement, the PTC-hosted version of Codebeamer AI may not be downloaded or installed by the Customer. For the version of Codebeamer AI that is not hosted by PTC, AI Credits do not apply but Customer may need to purchase AI usage credits from the third party that hosts Codebeamer AI for the Customer.

An “AI Credit” is an allowance for Customer to perform a certain number of actions using the PTC-hosted version of Codebeamer AI. The number of AI Credits consumed by each action is included in the Help Center webpage available at https://support.ptc.com/help/codebeamer_ai/en/#page/codebeamer/welcome.html. For each licensed user of Codebeamer AI, the allowance will be 12,000 AI Credits per contract year, and AI Credits allocated to a user may be used by other users as long as Customer does not exceed its aggregate allowance in any given year. Unused AI Credits expire at the end of each contract year, and will not roll over to subsequent contract years.

PURE VARIANTS PRODUCTS

Licensed Product Name	Licensing Basis
Pure Variants	Concurrent User ⁽¹⁾

Licensed Product Name	Licensing Basis
Pure Variants Catia	Concurrent User ^(1, 2)
Magic extension	



(1) Notwithstanding anything to the contrary in the License Agreement, use of Pure Variants software is not restricted to persons located in the Designated Country and use by Permitted Users who are not employees of Customer is not restricted to when such Permitted Users are physically located at a Customer site.

(2) Pure Variants Catia Magic extension can only be used with a base seat license of Pure Variants for each license. When Pure Variants is used with the optional Pure Variants Catia Magic extension, the two products are treated as a Package.

PTC SYSTEMS AND SOFTWARE ENGINEERING PRODUCTS (1, 2)

Licensed Product Name	Licensing Basis
PTC Model Based Systems Engineering	Concurrent User
PTC Software Modeling	Concurrent User
PTC MBSE Code Generator Add-on	Concurrent User
PTC Process Director	Concurrent User
PTC (previously) Windchill Process Consumer	Concurrent User
PTC Process Check	Concurrent User
PTC Requirements and Validation (R&V)	Registered User or Concurrent User (as specified in the product name), except that for the Concurrent User version, each Concurrent User license entitles Customer to four Registered User eLearning licenses ⁽³⁾ ⁽⁴⁾
Implementer Products	Designated Server based on the computing power (a/k/a processor group) of the server on which the products are installed

Licensed Product Name	Licensing Basis
PTC Requirements Connector	Concurrent User
PTC Modeler	Concurrent User
PTC Asset Library	Concurrent User
Windchill Lifecycle Manager	Registered User or Concurrent User (as specified in the product name), except that for the Concurrent User version, each Concurrent User license entitles Customer to four Registered User eLearning licenses
Source Code Management (SCM, but previously GSD)	Registered User or Concurrent User (as specified in the product name), except that for the Concurrent User version, each Concurrent User license entitles Customer to four Registered User eLearning licenses ⁽³⁾

(1) Notwithstanding anything to the contrary in the License Agreement, (a) use of PTC Systems and Software Engineering software is “Global” and therefore not restricted to persons located in the Designated Country, (b) use by Permitted Users who are not employees of Customer is not restricted to when such Permitted Users are physically located at a Customer site and (c) for the Registered User version of 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) Many of the above products were formerly branded with the Windchill name (e.g., Windchill Model Based Systems Engineering).

(3) PTC Requirements and Validation – Limitations of Use

The PTC Requirements and Validation license allows users to use only the following functionality:

- PTC RV&S:
 - Management and change of requirements and specifications
 - Management and change of test cases, steps, sessions, and results
 - Baseline, review and approval processes for requirements, specifications, and tests
 - Validation and verification of requirements, as understood by traditional industry practices
 - Administer system configuration, delivery, and deployment
 - OSLC
- PTC Requirements Connector:



- Exchange requirements between Codebeamer, PTC R&V, and IBM Rational DOORs or standard file exchange format (OMG ReqIF)
- Administer system configuration, delivery, and deployment

PTC R&V users are not allowed to use any functionality not listed above. For example, without limitation, the following functionality is not authorized to be used:

- PTC RV&S:
 - Software change configuration management
 - Software build management
 - Issue or defect management
 - Agile or other software process management offerings
- Windchill integration:
 - Any offerings related to Windchill Integrations to Embedded Software
 - Any integrations related to software (source code, build artifacts) or BOM configurations
 - Any related change management processes between Windchill and Lifecycle Manager

The Customer's system administrator is responsible for configuring the above software so that only the included functionality is visible/accessible to the user. Instructions for such configuration are provided by PTC.

(4) For PTC R&V with Codebeamer – premium and PTC SCM with Codebeamer – premium, such products permit Customer to use both the PTC RV&S product (R&V or SCM, as applicable) and Codebeamer premium, with the licensing of each as set forth above, but a user shall not be permitted to have a license of both products checked out from the license server simultaneously. By way of example, without limitation, if a user has a license of Windchill R&V checked out and desires to use Codebeamer – premium, the user will be required to check in the Windchill R&V license before checking out the Codebeamer – premium license (and vice versa). This applies for both CU and RU licenses.