PTC SOFTWARE PRODUCTS
LICENSING BASIS FOR WINDCHILL, FLEXPLM AND THINGWORX NAVIGATE PRODUCTS

Scope of this Document

This document sets out the licensing basis and restrictions for each of PTC's Product Lifecycle Management Licensed 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 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.

"Daily Login": The product is contracted on the basis of the number of unique users who access the application at any time during a 24-hour calendar day. For example, if a user accesses a Windchill application that is licensed on a Daily Login basis three times on a Monday and 2 times on the following Friday, then the user is counted as a user for Monday and Friday only. The 24-hour period is defined using the time zone set for the application server on which the product is installed.

"Designated Computer" (DC): Where the product name contains the words "fixed," "locked," or "node locked," such products are licensed to operate solely on the designated computer on which they are installed. It is not permitted to move Designated Computer licenses from one computer to another by means of installing such products on an external, portable or removable device (e.g., USB dongle, NAS, Router, memory stick, USB drive, external hard drive) or through other means.

"Designated Server" (DS): Each Designated Server product may only be used on the computer server that is designated by the Customer in connection with the initial installation of the product and that has one unique instance of the applicable installed product application. In the event a computer server is partitioned in any manner (physically, logically or otherwise), the reference in the preceding sentence to "computer server" shall mean each partition of such server, and such Designated Server product may only be used on one of such partitions.

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

"Kiosk User" license enables a device (e.g., on a factory shop floor) to be treated as one Registered User for the applicable application. This license is intended for use by Customers who do not wish to maintain distinct Registered User accounts for multiple shop floor workers. Requests to the application from the Kiosk User are valid only if they originate from the single device to which the license was assigned.

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

"Registered User" (RU): Registered User products may only be used by 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.

"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 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. Without limiting the foregoing, Customers may not install or access Designated Computer licenses (also sometimes referred to as "node locked licenses") on or through virtualization technologies.

Upgrades. For PTC software licensed as an upgrade from a previous version, the Customer must first be licensed for the software identified by PTC as eligible for the upgrade and Customer must be active on Support Services for such software at the time Customer purchases the relevant upgrade. After installing the upgrade, the software licensed as an upgrade replaces and/or supplements the product that formed the basis of the Customer's eligibility for the upgrade and the Customer may no longer use the original software that formed the basis for the Customer's upgrade eligibility.

Interoperability Tools/Toolkits. PTC interoperability tools (e.g., Pro/TOOLKIT, or J-Link, Pro/Web.Link and application programming interfaces) are provided solely for purposes of enabling the Customer (itself or with the assistance of a third party) to cause the Licensed Products to interoperate with the Customer's other computer systems and programs. Customer shall not distribute to any third party all or any part of any such interoperability tool or use such interoperability tools to develop an integration for distribution to third parties.

Batching

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 such Licensed Product or the functionality or 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 functionality or data. Generic or shared log-ins are not permitted.

Without limiting the foregoing, without express written permission from PTC, the Customer is expressly prohibited from using (directly or 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. In the event that Customer receives such permission, all users of any application(s) that leverage such AI model or data source must have a Registered User license to the Licensed Product, regardless of whether such users in fact access the Licensed Product directly (and in the event Customer acts in contravention of the foregoing restriction, the requirement to assign a Registered User license to such users shall not be PTC's sole remedy). Also, all users of any application(s) that leverage such AI model or data source must only use PTC-supported APIs of the respective Licensed Product. The parties acknowledge that the way the Licensed Product structures data and respective databases are proprietary and any permission from PTC to access the Licensed Product with application(s) that leverage such 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 the Licensed Products.

GEOGRAPHICAL RESTRICTIONS ON INSTALLATION AND/OR USE OF PTC PRODUCTS

Restriction on Installation Location. Except for "Global" licenses (as specified in the product name), all of PTC's products are restricted such that they may only be installed in the country of 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.

Restrictions on User Location (Concurrent User Products). Except for "Global" and "Restricted Global" licenses, PTC products that are licensed on a Concurrent User basis may only be used by persons physically located in the country where the products are installed, and all of the software components shipped as part of that product (for example, client code and license server) may only be installed in the Designated Country. However, where a person who is normally located in that country is traveling abroad, that person can "borrow" the license for a limited period of time (for most products two weeks), during which time period such license is not available on Customer's network. Users who are not employees of the Customer may use PTC products licensed on a Concurrent User basis only while physically located at a Customer site. **THE RESTRICTIONS IN THIS PARAGRAPH APPLY ONLY TO CONCURRENT USER PRODUCTS, NOT TO PTC PRODUCTS THAT ARE LICENSED ON A DIFFERENT BASIS THAN CONCURRENT USER.**

Global/Restricted Global Licenses.

Global Licenses. A "Global" License allows the Customer to install, operate and use such Licensed Product at any of the Customer's site(s) throughout the world, notwithstanding any restrictions in the License Agreement in relation to limiting use of Licensed Products to the country of installation, but subject to compliance with all applicable export laws and regulations.

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

WINDCHILL AND FLEXPLM PRODUCTS (1) (7) (8) (9)

Licensed Product Name	Licensing Basis	Licensed Product Name	Licensing Basis
Windchill Family of Products (except as noted)	Registered User	Windchill FRACAS, FMEA, FTA, Markov, Maintainability, LCCs, and Prediction	Concurrent User
Windchill Enterprise Systems Integration (except as noted)	Designated Server	Products with the word "FlexPLM" in the product name	Registered User **(2)**
Windchill Enterprise Systems Integration Adapters	Per Instance **(4)**	Retail IoT ADK (Application Developer Kit)	Registered User **(3)**
Windchill Info*Engine Adapters	Per Instance	Flex Insights	Registered User

UDI Solution	UDI **(5)**	ThingWorx Retail Connector	See note **(2)**
Creo View	See licensing document for Creo products	BrowzWear Plug In	Registered User
Windchill Platform Structures	Active Daily User (ADU) **(6)**	Windchill R&R ALERT, R&R AUDIT, and R&R PLM Integration	Designated Server
Windchill Supplier Author	Registered User **(10)**	Windchill Supplier Collaboration	Daily Login **(10)**

(1) <u>Integrations</u>. If the Customer creates an interface or otherwise enables real time or automated access between a Windchill implementation and a system of non-PTC software, all users in the Windchill system must have either a ThingWorx Navigate View, ThingWorx Navigate Contribute, Windchill Base, Windchill Advanced, or Windchill Premium license.

(2) <u>FlexPLM and ThingWorx Retail Connector</u>

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. The Customer may not assign (or reassign) Light User licenses to persons who have substantial duties within such organizations/functional areas unless and until Customer pays the applicable upgrade fee(s) for software and Support Services.

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.

If the Customer creates (or engages a third party to create) an integration between a production FlexPLM system and a system of non-PTC software or otherwise enables data to be passed between a production FlexPLM system and a system of non-PTC software, then the Customer must purchase the ThingWorx Retail Connector (SPN-2253-F). The ThingWorx Retail Connector (SPN-2253-F) provides integration of FlexPLM to one (and only one) system of non-PTC software and includes the right to install the ThingWorx OEM Embedded License for Apps (SPN-56283-F) for the sole purpose of enabling the integration of FlexPLM and one system of non-PTC software. No other use of ThingWorx is permitted. The TRC Additional System Connection (SPN-2254-F) authorizes the use of the ThingWorx Retail Connector to integrate FlexPLM with one additional system of non-PTC software, beyond that included through the licensing of SPN-2253-F as defined above. There is no limit to the number of licenses of SPN-2254-F that can be acquired once SPN-2253-F is licensed.

(3) <u>ADK</u>. PTC's Retail IoT ADK (Application Developer Kit) product may be used by Customer only to connect to PTC's FlexPLM product to other enterprise systems (e.g., Oracle ERP, SAP, CRM systems, etc.). It may not be used to access data from devices – which can include but is not limited to connected products, wearables, production machinery, and physical assets – and any edge servers or services that devices are connected to. It also may not be used to connect to manufacturing systems, processes, and/or operations belonging to the Customer's internal production facilities or the Customer's suppliers' production facilities.

(4) <u>ESI</u>. Each Windchill product which includes "Enterprise Systems Integration" or "ESI" in the name of the product includes one instance of ESI. Customer may purchase additional instances of ESI separately, including licenses for non-production and development use.

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

Each UDI license covers up to the number of Devices indicated in the product name. Thus, for example, without limiting the foregoing, if Customer has 30,000 actively-marketed Devices registered with the U.S. FDA and 10,000 actively-marketed Devices registered with the UK Medicines and Healthcare products Regulatory Agency, then in that case:
- If all 10,000 Devices registered with the in the UK are a subset of the 30,000 registered in the U.S., Customer would need 3 "10,000 Device" core system licenses and 16 "2,500 Device" agency licenses (12 for the U.S. FDA and 4 for the UK Medicines and Healthcare products Regulatory Agency) (assuming the 10,000 Devices registered).
- If there is no overlap, then Customer would need 4 licenses of the core system and 16 of the agency licenses.

A "Device" means a product make or model that Customer has registered with any regulatory agency and that is being actively marketed by Customer.
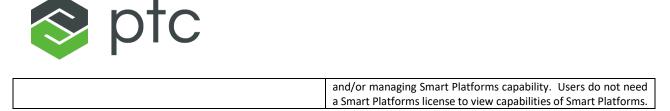
(6) <u>Windchill Platform Structures</u>. "Active Daily User" means that the product is licensed on the basis of the number of unique users who authors and manages Platform Structures content at any time during a 24 hour calendar day. For example, if a user authors or modifies Platform Structures content 3 times on a Monday and 2 times on the following Friday, then the user is counted as a single active user on both Monday and Friday only. The 24 hour period is defined using the time zone set for the connected Windchill server.

(7) <u>Windchill Profiles</u>. Various Windchill products are role-based (e.g., "author", "contributor", etc.). Different roles are entitled to use different functionality in such products, and it is necessary for the Customer's Windchill administrator to assign users to the correct roles corresponding to the licenses purchased by the Customer.

(8) <u>Enterprise PLM Packages and Enterprise Add-On Applications</u>: The pre-requisites for the Enterprise PLM Add-On Applications are as follows:

License	Pre-requisite(s)
Windchill Creo Data Management and Visualization Windchill Multi-MCAD Data Management and Visualization Essentials Windchill Multi-MCAD Data Management and Visualization PTC Windchill Audit Management Windchill QMS - Document Control Windchill QMS - Med Dev Surveillance and Corrective Action PTC UDI Solution Windchill Regulatory Hub	Windchill Base, Windchill Advanced, or Windchill Premium
Windchill Service Parts Information & Instructions Windchill QMS - Medical Device Design Control	Windchill Advanced or Windchill Premium
Windchill Base-to-Advanced Add-on	Windchill Base
Windchill xBOM Management	Windchill Advanced
Windchill Manufacturing Process Plans and Instructions	Windchill Advanced plus Windchill xBOM Management; or Windchill Premium
Windchill Supplier Management	Supplier Management must be added to all Windchill Advanced users in the Windchill system if Supplier Management is implemented.
Windchill Part Classification	Parts Classification must be added to all Windchill Base and Windchill Advanced users in the Windchill system if Parts Classification is implemented.
Windchill Secure Collaboration	Secure Collaboration must be added to all Windchill Base users in the Windchill system if Secure Collaboration is implemented
Windchill Aerospace & Defense Module	Windchill Aerospace & Defense Module must be added to all Windchill Base, Windchill Advanced, and Windchill Premium users in the Windchill system if the Aerospace & Defense Module is implemented.
Windchill Platform Structures Management" ADU license	Windchill Advanced, or Windchill Premium. The PTC Windchill Platform Structure ADU license must be available to any user who is authoring and/or managing Platform Structures capability. Users do not need a Platform Structures license to view capabilities of Platform Structures.
Windchill Smart Platforms	Windchill Advanced, or Windchill Premium. The PTC Windchill Smart Platforms must be available to any user who is authoring

	and/or managing Smart Platforms capability. Users do not need a Smart Platforms license to view capabilities of Smart Platforms.

(9) <u>Business Reporting Functionality</u>: The following use restrictions apply to the Business Reporting functionality in Windchill, depending on the license type:

    (i)   Each license of Windchill 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, or created by any of the means of report generation which are consistent with these use restrictions, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages, personalize standard reports, and receive notifications, and (c) use the Business Insight to create interactive dashboards. One of these licenses may also be used for administration of the Business Reporting Software, with the additional permission to setup, deploy, configure and manage the Business Reporting software and components within the Customer's environment, use the Framework Manager to define and publish metadata.

    (ii)   A "Windchill Business Reporting Author" license allows for the same functionality as clause (i) above, except that, in addition, the Customer may permit the specified number of Registered Users to use the Business Insight Advanced, Query Studio and Report Studio module and functionality and to model metadata via the Framework Manager.

    (iii)   A "Windchill Business Reporting Monitor" license means the Customer may permit the specified number of Registered Users to use the Event Studio module.

    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.

(10) <u>Windchill Supplier Author and Supplier Collaboration Licenses</u>: These 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. A person whom Customer desires to treat as an External User may not access the Windchill environment using a Customer domain email address.

THINGWORX NAVIGATE

The licensing basis for ThingWorx Navigate View, ThingWorx Navigate Contribute, ThingWorx Connected PLM and ThingWorx Connected PLM View is Registered User or Active Daily User or Designated Computer, as specified in the Quote. The Designated Computer version may be used only by shop floor employees who do not have access to any Customer systems.

"Active Daily User" means that the product is licensed on the basis of the number of unique users who access a ThingWorx Navigate application at any time during a 24 hour calendar day. For example, if a user accesses a ThingWorx Navigate application 3 times on a Monday and 2 times on the following Friday, then the user is counted as an active user for Monday and Friday only. The 24 hour period is defined using the time zone set for the connected ThingWorx server. If Customer exceeds the quantities of Active Daily User licenses purchased, (i) Customer agrees to pay the resulting overages from exceeding such usage limits, and (ii) Customer will be required to true up its committed quantities to avoid further overages.

Customers using ThingWorx Navigate licenses with Windchill products must associate all users and groups entitled to use the Navigate licenses with the Windchill License associated with the license. For example, all users for whom a ThingWorx Navigate View license is purchased must be a member of a group associated with a PTC View and Print Only License Profile.

The ThingWorx Navigate View license grants the Customer the right:
1. to view information through the components bundled with the ThingWorx Navigate View apps.
2. to install the ThingWorx server for the sole purpose of delivering ThingWorx Navigate components. The application components include only the gadgets, widgets, shapes and templates bundled with the ThingWorx Navigate apps.
3. to use the ThingWorx Composer and administration capabilities of ThingWorx to configure the application components (Widgets, shapes and templates) bundled with the ThingWorx Navigate apps, specific to the included ThingWorx Navigate View apps.
4. to directly log into the Windchill application with view privileges 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 non-CAD file content should any content exist as part of the object
e. the ability to print objects
f. the ability to open viewables in Creo View and to view and measure the viewables in 3D but not to mark up the viewables

Customer may not use any functionality not included in the list above. For the sake of clarity, without limitation, the ThingWorx Navigate View license specifically does not authorize Customer:
1. to create information in solutions sold by PTC.
2. to use the ThingWorx platform integration capability to:
    a. export information from one PTC solution to another system (including a file system)
    b. acquire information from non-PTC solutions (a separate ThingWorx Connected PLM license is required for this purpose)
    c. create or edit information in a system
    d. build integrations with systems that require components other than those bundled with the ThingWorx Navigate apps.
3. to use the ThingWorx platform to create new components (gadgets, widgets, shapes or templates) in addition to those bundled with the ThingWorx Navigate apps.
4. to use the ThingWorx platform to create new applications that include components (widgets, shapes and templates) other than those bundled with the ThingWorx Navigate apps.
5. to directly access ThingWorx or the PTC Solution Extension layers which are used by the ThingWorx Navigate apps to communicate with solutions sold by PTC.
6. to use the ThingWorx platform to create applications that directly or indirectly acquire information from and/or control physical Assets (for example, physical devices, equipment, and products).   A separate ThingWorx Platform license is required to develop applications for physical asset connectivity
7. to use the following Windchill capabilities:
    a. the ability to participate in workflows and lifecycle action items
    b. the ability to upload content files or to modify metadata in any fashion
    c. the ability to create or modify data

ThingWorx Navigate Contribute

This license supports all the capabilities included under a ThingWorx Navigate View license as well as those exposed in the PTC Contribute License Profile.

ThingWorx Connected PLM

This license entitles a user to use the ThingWorx Composer and ThingWorx Mashup Builder to create custom apps that can connect to PTC and/or to third party enterprise systems to both view as well as to create and update information in the connected systems. Each user of the custom app must have the requisite view, create and update privileges to the content of the connected system that is exposed in the custom app. For example, each user who uses a custom Navigate app that is connected to Windchill must have this license in addition to a base ThingWorx Navigate View or Contribute license (or Windchill base license), depending upon the capabilities of the custom app. ThingWorx Connected PLM may not be used to create a custom app that accesses data from devices (for example, without limitation connected products, wearables, production machinery, and physical assets) or data from any edge servers or services that any such devices are connected to. It also may not be used to create custom apps that connect to manufacturing systems, processes, and/or operations belonging to the Customer's internal production facilities or the production facilities of the Customer's suppliers. ThingWorx Connected PLM has a prerequisite of one Connected PLM Base per ThingWorx server instance.