

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.

Where the product description of a Concurrent User product contains "fixed," "locked" or "node-locked," such product is licensed to operate solely on the designated computer on which it is installed.

Where the product comes with a dongle (a hardware item that allows activation on only one computer at a time), such product can only be shared among users by sharing the dongle.

"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.

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.

"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 Pro/ENGINEER Enterprise XE Package are Licensed on a Registered User basis and must be assigned in combination to a single Pro/ENGINEER user.

LICENSING BASIS TABLES

Unless the product name in the customer's order documentation specifies a different licensing basis, the licensing basis for each standard PTC software product is as specified below.

Pro/ENGINEER and other MCAD Products

Licensed Product Name	Licensing Basis
Pro/ENGINEER Family of Products (except as below)	Concurrent User
Pro/ENGINEER Application Programming Toolkit	Registered User

Licensed Product Name	Licensing Basis
Pro/CONCEPT	Concurrent User
CADDS	Concurrent User (Usage License Fees apply)

Mathcad Products

Licensed Product Name	Licensing Basis
Mathcad Volume Licenses	Concurrent User
Mathcad Calculation Server	Designated Server (per CPU)

Licensed Product Name	Licensing Basis
Mathcad Single User Licenses	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)

Arbortext Products

Licensed Product Name	Licensing Basis
Arbortext Family of Products (except as below)	Concurrent User
Arbortext Publishing Engine	Designated Server (per CPU)
Arbortext InterLeaf Extraction Tool	Concurrent User (locked)
Arbortext Advanced Print Publisher – Enterprise	Designated Server (per CPU)
Arbortext Adapter to Oracle Content Manager	Designated Server (per CPU)
Arbortext Adapter to Oracle CM/SDK	Per Instance
Arbortext Companion for Microsoft Word	One License per server plus one License per Registered User

Licensed Product Name	Licensing Basis
Arbortext IsoDraw	Concurrent User
Arbortext IsoCompose	Concurrent User
Arbortext IsoView	Site License
Arbortext Dynamic Link Manager	Designated Server
Structured Product Labeling	Designated Server
Arbortext Content Manager	Registered User

Training Products

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

Windchill, Pro/INTRALINK, ProductView and Intercomm Products

Licensed Product Name	Licensing Basis
Windchill Family of Products (except as below)	Registered User
Windchill PartsLink Catalog	Designated Server
Windchill Enterprise Systems Integration (except as below)	Designated Server
Windchill Enterprise Systems Integration Adapters	Per Instance
Windchill Info*Engine Adapters	Per Instance
FlexPLM	Registered User
Pro/INTRALINK Family of Products (except as below)	Concurrent User
Pro/INTRALINK Toolkit Access	Registered User

Licensed Product Name	Licensing Basis
ProductView "Standard"	Registered User
ProductView Adapters	Designated Server
ProductView "Concurrent"	Concurrent User
InterComm Family of Products (except as below)	Concurrent User
InterComm EDA Compare InterComm EDA Conduit	Designated Server (except that each License may only be used by 30 Registered Users)
InterComm "Enabled" Products	Registered User
InterComm Interfaces	Per Instance

Notes:

Interoperability Tools/Toolkits. PTC interoperability tools (e.g., Pro/TOOLKIT, or J-Link, or Pro/Web.Link) are provided solely for purposes of enabling Customer (itself or with the assistance of a third party) to cause the Licensed Products to interoperate with 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 interoperability tool for distribution to third parties.

Windchill:

Windchill "Light User" licenses may only be assigned to 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 user who has substantial duties within the following areas shall not be considered a Light User: product engineering; manufacturing 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 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.

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 permit the employees of one supplier to Customer to use the license.

InterComm:

InterComm "consignment" licenses may be temporarily consigned only to suppliers of the customer who agree to the licensing terms included when the software is downloaded by the supplier from PTC. The customer shall at all times be responsible for the consignee's use and compliance with the downloaded licensing terms. A consignee's access to the license shall terminate in accordance with the expiration provision in the licensing terms. Technical support with respect to these licenses shall not be available to consignees. The consignment license will automatically expire if and when the license ceases to be on active maintenance from PTC.

Whenever a Unix version of InterComm software incorporates Mainssoft's MainWin Dedicated Libraries, the following additional terms apply:

- o A 3 to 1 ratio may not be exceeded between the numbers of users with access to the InterComm software and the number of licenses purchased; and
- o Mainssoft'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 Mainssoft. Microsoft Corporation is a third party beneficiary of this License Agreement.

Arbortext

If the Customer's License is a "home use" License, such Licensed Product is only for use within the home of an employee or contractor of Customer who is the sole user of a separate Arbortext Editor License.

Notwithstanding anything to the contrary in the License Agreement, the Arbortext IsoView Licensed Product and the Arbortext IsoCompose Licensed Products permit the Customer to sublicense the applicable installation program and included runtime components, as bundled in IsoView or IsoCompose applications developed by the Customer to Customer's end users, solely for use in connection with such applications, without the right to further sublicense. Such installation programs must be protected by requiring the use of a restricted password if Customer installs such installation program on Customer's webpage(s) for presentation of illustrations. Any such sublicense may only be granted to an end user who agrees 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 IsoView or IsoCompose Applications and shall include a valid copyright notice with each copy of Customer's IsoView or IsoCompose Application. If Customer uses or distributes Runtime Components or their copies as part of the IsoView or IsoCompose Installer, Customer shall indemnify and hold PTC and Microsoft Corporation harmless from all and any claims caused by this distribution.

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.

Educational Licenses. If the Licensed Software 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 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. Non-educational research conducted using the facilities of an academic institution or under an academic name does not qualify and represents a violation of the terms of this Agreement.

Global/Restricted Global Licenses.

Global Licenses. A "Global" License allows the Customer to install, operate and use such Licensed Product at any 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 Customer 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.