

# SOFTWARE LICENSE AGREEMENT

\*\*\* READ THIS SOFTWARE LICENSE AGREEMENT BEFORE YOU INSTALL THE SOFTWARE \*\*\*

This Software License Agreement (the "Agreement") is a legally binding agreement between you, the end-user, and PTC (as defined below). Carefully read the following terms and conditions before installing this software program (the "Software"). By installing, copying or otherwise using the Software, you represent (i) that you have been authorized to accept the terms and conditions of this Agreement on behalf of an organization (in which event "you" and "your" shall refer to you and such organization, as the case may be), or (ii) that you intend to be personally bound by the terms and conditions of this Agreement. If you are not so authorized or do not intend to be personally bound, then PTC is unwilling to license the Software and the installation, copying or use of the Software is a violation of Canadian, U.S. and international copyright laws and conventions. If you accept these terms for an organization on whose behalf you are authorized to act, you shall use the Software only on behalf of such organization. If you intend to be personally bound, use of the Software is limited to your personal use. If you do not agree with the terms and conditions of this Agreement, do not install, copy or otherwise use the Software, and the accompanying end-user documentation (the "Documentation"). Select the "I do NOT accept the terms of the License Agreement" button and the installation process will not continue.

## 1. DEFINITIONS.

### 1.1. Activation

"Activation" means the Software communicating with PTC to consume one or more license(s) from the PTC MKS Toolkit online Activation Server. The reverse, "De-Activation", means the Software communicating with the PTC MKS Toolkit online Activation Server to release one or more license(s).

### 1.2. Agent

"Agent" means a software program acting without the active supervision of an individual, including but not limited to a batch job, a service, an unattended backup and a program operating on behalf of one or more individuals who are not authenticated, including but not limited to a web server.

### 1.3. Authenticated User

"Authenticated User" means an individual who, or an Agent that, directly or indirectly uses the Microsoft Windows Server Integrated Sign-on Service or receives credentials from the Microsoft Windows Active Directory™ or the local Security Access Manager (SAM) Database on a single Computer System.

### 1.4. Client Application

"Client Application" means one or more of your binary programs sharing a single product name and comprising a single application ported with the SDK, and that requires the COE to operate at runtime.

### 1.5. Computer System

"Computer System" means any type of single computer containing one or more CPU's and an operating system and includes, without limitation, (i) a desktop computer; (ii) a laptop computer; (iii) a server; (iv) a Virtual Machine, (v) a computer that acts as a node in a clustering arrangement, and (vi) a computer that is in hot, warm or cold standby.

### 1.6. Concurrent Authenticated User License

"Concurrent Authenticated User License" means a license that may be used by different Authenticated Users at different times of the day (subject to an idle timeout) – but never simultaneously by more than one Authenticated User or by the same credential on more than one Computer System at the same time. Activation consumes one or more "Concurrent Authenticated User Licenses" by executing the Software on a single Computer System with an available Concurrent Authenticated User License.

### 1.7. CPU

"CPU" means a physical central processing unit that may have multiple register sets such as multi-core or hyper-threading, all of which are embedded within one integrated circuit, or socket. When running a Virtual Machine, each CPU in the host Computer System that is visible to the Virtual Machine shall be deemed to be a separate CPU on such Virtual Machine.

### 1.8. Demonstration License Term

"Demonstration License Term" means the time period expiring either seven (7) or thirty (30) days as communicated to you in writing by PTC (or such other period of time as PTC may agree in writing) from the date of installation of the Software on a single Computer System solely for your internal demonstration and evaluation purposes, after which time the Software shall be inoperable.

### 1.9. Installation

"Installation" means to copy, download or transfer any Software to the memory, hard drive or storage device of, any Computer System or to otherwise make the Software usable on a Computer System.

### 1.10. Named Authenticated User License

"Named Authenticated User License" means a license for a single individual Authenticated User. Such a Named Authenticated User must be identified and counted for each Computer System on which such license is installed.

### 1.11. PTC

"PTC" means PTC Inc. or, if the purchase was made in a country specified on the PTC Affiliate List document available at [www.ptc.com/en/documents/legal-agreements/ptc-affiliates](http://www.ptc.com/en/documents/legal-agreements/ptc-affiliates), the PTC affiliate specified in such document.

### 1.12. Server Application

"Server Application" means one or more of your binary programs sharing a single product name and comprising a single application ported with the SDK, and that requires the SOE to operate at runtime. PTC reserves all rights to determine if a particular applications operate as a client or server, but usually when multiple connections or multiple users use the application it is deemed to be a "Server Application" while single user or single connection would be deemed to be a "Client Application".

### 1.13. Software

The "Software" is comprised of one or more of the following, depending upon which PTC product you licensed (see Schedule B for mapping of PTC product names to definitions herein):

- a) Developer tools and functionality which provide Unix shell and Unix scripting support (the "PTC MKS Toolkit Commands and Utilities");
- b) A set of runtime software files and dynamic link libraries which serve as a client operating environment (the "PTC NuTCRACKER® Workstation" or "COE");
- c) A set of runtime software files and dynamic link libraries which serve as a server operating environment (the "PTC NuTCRACKER Server Operating Environment" or "SOE");
- d) A software development kit ("SDK");
- e) The Connectivity Suite is a set of client utilities and services for establishing remote communications between Computer Systems;
- f) The PTC X/Server is a network program in the X Window System which runs on a Computer System and handles all access to hardware resources such as graphics cards, display screens and input devices, such as keyboard and mouse, on behalf of the X Window client application.
- g) The PTC X/Display Agent is a PTC X/Server which only communicates with Client/Server Applications ported with the PTC NuTCRACKER SDK and runs with the COE/SOE.
- h) Runtime Options are additionally licensed components Installed with the COE and/or SOE, such as: PTC MKS Toolkit Commands and Utilities, Connectivity Suite, PTC X/Server, and the PTC X/Display Agent.

### 1.14. Support

"Support" means Preferred Customer Subscription ("PCS"), also referred to as "Maintenance" and/or "Support" and includes any form of product or license management and activation help given by PTC Technical Support personnel (but not PTC License Management Personnel) including but not limited to: technical issues, and licensing/activation issues, and documentation issues.

### 1.15. Virtual Machine

"Virtual Machine" means a software implementation of a hardware system that presents the appearance of a different Computer System complete with its own virtualized hardware and operating system.

If the hypervisor is capable of allocating socket, core, thread level granularity to the Virtual Machine, then CPUs in the virtual machine are counted by counting virtual sockets allocated to the Virtual Machine by the hypervisor.

Not all hypervisors give you control over CPU socket, core and/or thread allocation within a Virtual Machine, in that case, the host Computer system's CPU layout shall be used to determine the guest Virtual Computer system's CPU count. E.g. If the host hardware has two physical CPU sockets with 4

cores each and each core with 4 threads and the guest VM is given 2 CPUs from the host machine, then this will be considered 2 CPUs regardless of whether they come from the two different physical sockets or a core/thread pool.

#### 1.16. Warranty Period

“Warranty Period” means (a) for perpetual software licenses, the ninety day period commencing on the date PTC makes the Licensed Product available to you, and (b) for subscription licenses, the term of the subscription.

## 2. LICENSE GRANT

2.1 Software License. Subject to your compliance with the terms, conditions and restrictions contained in this Agreement, and payment of the applicable license fees for the particular Software you wish to acquire, PTC grants you the limited, non-exclusive, non-sublicensable and non-transferable right and license:

2.1.1 for PTC MKS Toolkit Commands and Utilities, PTC X/Server, Connectivity Suite and SDK: to Install the Software onto Computer System(s) to be used by Authenticated User(s) solely for your internal business purposes. For such Software, (a) each Authenticated User shall require a license for each Computer System on which such Authenticated User accesses such Software, regardless of how such Authenticated User becomes authenticated on that Computer System, (b) under no circumstances may more than one individual use the same Authenticated User account in order to bypass the Authenticated User License licensing requirements, (c) generic logins that allow multiple Authenticated Users under one license may not be used, and (d) a license can only be Installed on one Computer System at any given time. Where an Agent is employed, a license is required for each Agent and also for each individual who accesses the Software through the Agent on each Computer System.

A license must be purchased for each individual Authenticated User who will use the Software on each Computer System. A single Authenticated User may connect on the console and through a remote connection protocol such as identified at the time of the Software Installation and/or its Activation, Remote Desktop Protocol (RDP) or Secure Shell (ssh) simultaneously and still be deemed to be using a single Authenticated User License.

Licenses may be transferred from one Computer System to another or from one Named Authenticated User, who permanently ceases to use the Software, to another on the same or a different Computer System through De-Activation and Activation, as long as you have purchased sufficient licenses so that, at all times, there is one Authenticated User License in place for every single Authenticated User who has the ability to use the Software. PTC reserves the right to disable this ability when the frequency of Activation on the same Computer Systems suggests an attempt to share a license on one or more Computer Systems or repeatedly rotating Named Authenticated Users on the same Computer System in violation of this License.

2.1.2 for PTC NuTCRACKER Workstation (COE): to install the COE and licensed Runtime Options onto a single Computer System for the sole purpose of executing a single Client Application solely for your internal business purposes. When the PTC Runtime Options are licensed together with the COE they are licensed solely for use by the Client Application and not for standalone use by the Client Application’s end users. Under no circumstances may the COE that comes embedded within a pre-bundled MKS product be used in lieu of purchasing a specific COE license for each of your Client Applications.

2.1.3 for PTC NuTCRACKER Server Operating Environment (SOE): to install the SOE and licensed Runtime Options in a single Server Application, onto a single Computer System for the sole purpose of executing a single Server Application solely for your internal business purposes. SOEs are licensed on a per CPU and Authenticated User basis. A Computer System with two CPUs and a Single Authenticated User requires 2 SOEs, a Computer System with four CPUs and a Single Authenticated User requires 4 SOEs. A four CPU machine used by five Authenticated Users (concurrent or named) using a Server Application requires twenty SOE licenses. When the PTC Runtime Options are licensed with the SOE they are licensed solely for use by the Server Application and not for standalone use by the Server Application’s end users. Under no circumstances may the SOE that comes embedded within a pre-bundled MKS product be used in lieu of purchasing a specific SOE license for each of your Server Applications.

2.2 Usage Self-Reporting. You agree that if you license or have licensed, in the aggregate, more than 25 copies of any portion of the Software, PTC may ask you to complete, and you agree to provide to PTC, a usage report (the form of which shall be provided by PTC) on a quarterly basis and return it to PTC within thirty (30) days following the end of each calendar quarter.

2.3 Demonstration Software License. Under certain circumstances PTC may provide the PTC MKS Toolkit Component to you for your internal demonstration and evaluation purposes. In such circumstances, subject to your compliance with the terms, conditions and restrictions contained in this Agreement, PTC grants you the limited non-exclusive, non-sublicensable and non-transferable right and license to install one (1) copy of the PTC MKS Toolkit Component on a single Computer System solely for your internal demonstration and evaluation purposes during the Demonstration License Term. Any other use is prohibited including, without limitation, any type of production use. THE PTC MKS TOOLKIT COMPONENT CONTAINS CODE THAT DISABLES MOST OF ITS FEATURES AFTER THE EXPIRY OF THE DEMONSTRATION LICENSE TERM. You agree not to interfere with, interrupt, circumvent or disable this code.

2.4 Use of Software and Documentation by Service Providers. The licenses granted by PTC under Section 2.1.1 to 2.1.3 shall extend to your consultants and contractors (“Service Providers”) provided: (i) your Service Providers respect the proprietary nature of the Software and Documentation in accordance with the confidentiality provisions set forth in this Agreement; (ii) you shall be liable for such Service Providers’ use of the Software and Documentation; and (iii) you shall indemnify PTC for such Service Providers’ use of the Software and Documentation in accordance with the indemnification provisions set forth in Section 14.

2.5 General. You may make one (1) copy of the Software in machine-readable form solely for back-up, archival or disaster recovery purposes, provided that such copy includes all proprietary notices included in the Software and such copy shall be subject to the terms and conditions of this Agreement. You shall inform all Authorized Users of the Software of the terms and conditions of this Agreement. If you have purchased more than one license and have received a single set of diskettes, CD-ROMs, or a single electronic copy of the Software from PTC, you may copy and install the Software as is, and only to the extent necessary to exercise the number of licenses for which you have paid a license fee. If the Software is an upgrade, you are authorized to use the Software only if you are an authorized user of a qualifying product as determined by PTC. In such case, the Software and this Agreement replace the qualifying product and any license agreement with respect to such qualifying product.

2.6 Audit Rights. At PTC’s request, you shall provide PTC with a written list of all copies and locations of the Software and Documentation. You shall maintain complete and accurate records relating to your and your Service Providers’ use of the Software and Documentation (the “Records”) in sufficient detail to enable PTC to confirm your compliance with the terms of this Agreement. PTC or its designated auditor may, at PTC’s sole cost and expense, upon five days written notice to you and at reasonable times, subject to PTC’s compliance with your reasonable requirements as to access and confidentiality, inspect the Records to verify your compliance with the terms of this Agreement. Such audit shall not unreasonably interfere with your business operations and you agree to cooperate with PTC in any such audit at your expense. If an audit reveals that you have underpaid license fees to PTC, you shall be invoiced for such underpaid fees at PTC’s then current list prices. If the underpaid license fees exceed five percent (5%) of the license fees previously paid by you under this Agreement, then you shall also pay PTC’s reasonable costs of conducting the audit and shall owe PTC interest on the deficiency at an annual rate equal to the lesser of: (i) eighteen percent (18%); or (ii) the maximum interest rate allowed under applicable law.

3. LICENSE RESTRICTIONS. Except as expressly set forth in this Agreement, as permitted by PTC’s suppliers or licensors or to the extent applicable laws specifically prohibit such restrictions, you shall not, and shall not permit others to: (i) modify, translate, reverse engineer, decompile, disassemble or otherwise attempt to create the source code from the Software or create derivative works based on, or copy (except as expressly permitted under this Agreement or for back-up, archival or disaster recovery purposes) the Software (or any portion thereof), including for reasons of error correction or interoperability, or the Documentation; (ii) remove, alter, cover or obfuscate any trademark, logo, copyright or other proprietary notices, legends, symbols or labels placed or embedded on or in any Software or Documentation; (iii) rent, lease, sublicense or grant a security interest in the Software or Documentation; or (iv) use the Software for or on behalf of any third party, including but not limited to use in a time-sharing service or a service bureau operation. Distribution of the Software or any component thereof, outside of your organization (or distribution by you if you are an individual) shall only be permitted under the terms of a separate agreement signed by you and PTC that grants you such distribution rights.
4. THIRD PARTY LICENSES. The Software may be provided with certain third party software together with notices and licenses from such third parties that govern the use of such third party software, and any licenses granted hereunder do not alter any rights and obligations you may have under such third party licenses, provided however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all such third party software.

5. ADDITIONAL LICENSED INSTALLATIONS AND USERS. If at any time you require an increase in the number of copies of Software you are licensed to install or in the number of licensed Authenticated Users of the Software, you shall, prior to making any copies of the Software or Documentation, (i) notify PTC or an authorized PTC distributor or reseller in writing to obtain such licenses; and (ii) pay the applicable then-current license fees.

6. TERM; TERMINATION.

6.1 License Term. The term of the licenses granted hereunder shall be as specified in the PTC quote or other document(s) issued by PTC in connection with the purchase of such license(s). The license term may be perpetual (in which case Support services may be purchased separately, if available for purchase), subscription (meaning a term license that includes Support for such term), or a demonstration license, in which case the term will be as specified in Section 1.8. If the order documentation does not specify a license term, the default license term shall be a one-year subscription license term.

6.2 Termination. You may terminate this Agreement at any time by removing from your Computer Systems and destroying, all copies of the Software and all copies of the Documentation. PTC shall have the right to terminate this Agreement immediately on notice to you in the event you: (a) violate the license restrictions of this Agreement, (b) violate Section 8 of this Agreement, (c) fail to make payments when due, including any late charges that may have accrued after such payment is due, or (d) file a petition in bankruptcy, have such a petition filed against you (which petition is not discharged within sixty (60) days after such filing), make an assignment for the benefit of creditors, if a receiver, trustee, custodian or similar agent is appointed or takes possession of your assets, or if you ceases doing business in the ordinary course. Additionally, PTC shall have the right to terminate this Agreement if you breach any other obligation or provision in this Agreement which breach has remained uncured for a period of thirty (30) days after receipt of notice thereof from PTC.

6.3 Effect of Termination. Upon termination of this Agreement the licenses granted hereunder and all other provisions of this Agreement (except those specified in Section 6.4) shall be terminated and you shall immediately cease using the Software, the Documentation and other PTC Confidential Information, immediately destroy the Software, the Documentation and other PTC Confidential Information and shall permanently delete all electronic copies thereof from your systems. Except as otherwise specifically set forth in Sections 11.1 and 12.2, ALL LICENSE FEES AND MAINTENANCE FEES ARE NON-REFUNDABLE.

6.4 Remedies. Termination or expiration of this Agreement or any license shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve your obligation to pay all fees that have accrued or are otherwise owed by you. Any terms or conditions of the Agreement which by their express terms extend beyond termination or expiration of the Agreement or which by their nature shall so extend shall survive and continue in full force and effect after any termination or expiration of this Agreement.

7. OWNERSHIP RIGHTS. Except for the limited license rights set forth in Section 2.1 above, PTC, its suppliers and licensors own the entire right, title and interest in and to the Software, the Documentation and all intellectual property rights related thereto.

8. CONFIDENTIALITY. During the term of this Agreement and thereafter, you shall: (i) treat as confidential all PTC Confidential Information; (ii) not use such PTC Confidential Information except as expressly set forth herein; (iii) implement reasonable procedures to prohibit the unauthorized use, disclosure, duplication, misuse or removal of PTC Confidential Information; and (iv) not disclose such PTC Confidential Information to any third party. Further, you shall not copy PTC Confidential Information without PTC's prior written consent. If you breach any of your obligations with respect to confidentiality or unauthorized use or disclosure of PTC Confidential Information hereunder, PTC shall be entitled to obtain equitable and injunctive relief in addition to all other remedies that may be available to protect PTC's interests. For purposes of this Agreement, PTC Confidential Information means any and all information and materials disclosed by PTC to you, including, but not limited to, information regarding PTC's business strategies and practices, methodologies, trade secrets, know-how, pricing, technology, software, the Software and Documentation, product plans, services, client lists and information regarding PTC's employees, clients, vendors, consultants and affiliates. PTC Confidential Information shall not include any information which: (i) is or becomes part of the public domain without breach of this Agreement by you; (ii) you receive from an independent third party who is not under an obligation not to disclose it; (iii) is independently developed by you as evidenced by documentation dated prior to the time of disclosure by PTC; (v) is required to be disclosed pursuant to the order of a governmental agency, legislative body, or a court of competent jurisdiction, provided reasonable prior notice of the intended disclosure is provided to PTC by you and you make a

reasonable effort to obtain, or to assist PTC in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the PTC Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

9. CERTAIN REGULATORY MATTERS.

9.1 U.S. Government Rights. The Software and Documentation are "commercial items" developed exclusively at private expense, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined or used in the applicable U.S. acquisition regulations. If you are the U.S. Government or any agency or department thereof (collectively referred to as the "Government"), the Software and Documentation are licensed hereunder (i) only as a commercial item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement and you shall not use, duplicate, or disclose the Software or Documentation in any way not specifically permitted by this Agreement or mandated by U.S. law. Manufacturer is PTC Inc., 140 Kendrick Street, Needham MA 02494 USA. Nothing in this Agreement requires PTC to produce or furnish technical data for or to you.

9.2 Export Controls. You agree to comply fully with all relevant export and sanctions laws, regulations, and orders of Canada and the U.S. ("Export Laws"), including any applicable local laws. In particular but not in limitation of the foregoing, you must assure that the Software and Documentation and any derivatives thereof are not (i) downloaded, exported, or reexported (including any "deemed export"), directly or indirectly, in violation of the Export Laws or (ii) used for any purpose prohibited by the Export Laws. You represent and warrant that you (i) are not listed on any U.S. or Canadian Government list of restricted or debarred entities, specially designated nationals, or blocked or denied persons, any unverified list, or any similar list that would prevent you from acquiring or licensing the Software and Documentation and (ii) are not otherwise ineligible to acquire or license the Software and Documentation.

10. Support

10.1 Support. Upon acceptance of an order by PTC in its sole discretion, PTC shall provide the following Support services for the period of time purchased (the "Initial Support Term"), upon and subject to payment by you of all applicable Support fees and taxes and otherwise subject to the terms and conditions of this Agreement:

a) Updates. PTC shall make available, at PTC's option, via download from PTC's web site or via shipment of physical media, Software updates, minor changes and enhancements and new versions introduced resulting from modifications of and enhancements to the Software which it generally makes available, at its sole discretion, as part of its standard Support services ("Updates"). Updates shall not include any enhancement, modification, or new versions of the Software that PTC decides, in its sole discretion, to make generally available as a separately priced item. Updates that you install and updates to the Documentation shall be deemed part of the Software or Documentation, as the case may be, and are licensed pursuant to the terms set forth in this Agreement.

b) Correction of Errors. PTC shall use commercially reasonable efforts to correct documented, reproducible and verifiable material errors in the Software caused by PTC ("Error"). If you report an Error to PTC, you shall give PTC access to the Software, the hardware on which the Software is installed and all relevant documentation and records, and shall provide such reasonable assistance as PTC may request including, without limitation, sample output and other diagnostic information to help reproduce the Error. All services shall be provided during PTC's normal business hours by personnel selected by PTC.

c) Telephone Support. PTC shall provide, in English, consultation concerning the use, operation and application of the Software and to attempt to diagnose problems that you may encounter with the Software ("Hotline Support"). PTC shall offer technical support for the PTC MKS Toolkit family of products in accordance with the exceptions to the standard PTC support offering as documented in the PTC Global Support Terms & Conditions published on ptc.com.

10.2 Renewal and Termination. Upon expiration of the Initial Support Term, Support can be extended by you for additional one (1) year terms (each a "Renewal Support Term") if PTC continues to offer Support for the Software on the terms set forth herein, and you have paid the applicable Support fees and taxes for such Support. For each Renewal Support Term you shall be required to pay such Support fee for the aggregate number of Software licenses purchased by you. PTC shall not be obligated to provide Support for any of the Software if some Software licenses are current on Support and other Software licenses are not current on Support. Support renewals on only a portion of the Software licenses purchased by you is prohibited unless you terminate the Software licenses for which Support is not being renewed and cease all use of

such Software licenses. If you discontinue Support and at a future period wish to reinstate Support, you shall pay PTC's then-current Support fee plus an update fee. The update fee shall be determined by PTC in its sole discretion based on the then-current license fee for the Software and the period of time during which Support has not been in effect.

10.3 Eligibility and Other Requirements. You are responsible for procuring, installing and maintaining all equipment, telephone lines, communications interfaces, and other hardware at your site as are required to operate the Software and permit PTC to perform the Support services set out herein.

10.4 Exclusions. Support is limited to telephonic and electronic support only. PTC shall have no responsibility under these Support provisions for the installation of any Software or any Updates. If you require on-site support services or installation services, such services may be obtained from PTC, at PTC's discretion, at PTC's then-current published rates for professional services, pursuant to PTC's standard services terms.

In no event shall PTC be required to provide Support relating to problems arising out of (i) your failure to implement all available Updates to the then current or immediately preceding version of the Software; (ii) changes to your operating systems or environment which adversely affect the Software; (iii) any alterations of or additions to the Software performed by parties other than PTC; (iv) accident, negligence, or misuse of the Software; (v) other software products not supplied by PTC; (vi) use of the Software on a Computer System, operating system, software or peripherals other than a Computer System, operating system, software or peripherals for which such Software was licensed; or (vii) failure by you to implement recommendations in respect of solutions to problems previously addressed by PTC (viii) any activation issues with expired support. PTC shall only be obligated to provide Support for the then current production release or version of the Software and the immediately preceding release or version.

10.5 General. PTC's obligation to provide Support for any particular Software is subject to you being in compliance with all of your obligations under this Agreement. All fees paid to PTC for Support pursuant to this Section 10 hereof are non-refundable.

## 11. WARRANTY

See Schedule A for a modified version of this Section 11 for Software licensed and used in Germany, Austria or Switzerland.

11.1 Warranty. PTC WARRANTS THAT (i) THE PHYSICAL DISKETTE, CD-ROM, OR OTHER MEDIA DELIVERED TO YOU UNDER THIS AGREEMENT, IF ANY, WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE, AND (ii) THE SOFTWARE WILL SUBSTANTIALLY CONFORM TO THE DOCUMENTATION DURING THE WARRANTY PERIOD. IN THE EVENT OF A BREACH OF THIS WARRANTY, PTC'S SOLE RESPONSIBILITY AND ENTIRE LIABILITY UNDER THIS SECTION 11, AND YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER, IS, AT PTC'S OPTION, TO (1) REPAIR OR REPLACE THE DEFECTIVE DISKETTE, CD-ROM, OR OTHER MEDIA OR REPAIR OR REPLACE THAT PORTION OF THE SOFTWARE THAT DOES NOT SUBSTANTIALLY CONFORM TO THE DOCUMENTATION, AS THE CASE MAY BE; OR (2) REFUND TO YOU THE PAID LICENSE FEE, IF THE LICENSES ARE PERPETUAL, AND IF THE LICENSES ARE SUBSCRIPTION LICENSES, THE FEES PAID FOR THE REMAINDER OF THE THEN-CURRENT TERM, PROVIDED THAT PTC SHALL NOT HAVE ANY OBLIGATION TO PERFORM ANY OF THE FOREGOING IF YOU HAVE FAILED TO NOTIFY PTC IN WRITING OF SUCH MATTER WITHIN 10 DAYS AFTER EXPIRATION OF THE WARRANTY PERIOD. THIS WARRANTY DOES NOT APPLY INsofar AS THE MEDIUM UPON WHICH THE SOFTWARE IS DELIVERED IS SUBJECT TO MISUSE, NEGLIGENCE, ACCIDENT OR EXPOSURE TO ENVIRONMENTAL CONDITIONS BEYOND THOSE SPECIFIED IN THE DOCUMENTATION.

11.2 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 11.1, THE SOFTWARE, DOCUMENTATION, DISKETTES, CD-ROM, AND OTHER MEDIA ARE PROVIDED ON AN "AS IS" BASIS. PTC SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY CONDITIONS OF QUALITY OR ANY WARRANTIES ARISING BY LAW, STATUTE, USAGE OF TRADE, COURSE OF DEALING OR FITNESS FOR ULTRAHAZARDOUS ACTIVITIES. PTC MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE DOCUMENTATION, MAINTENANCE SERVICES AND THIRD PARTY SOFTWARE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU. IN PARTICULAR, PTC SHALL NOT HAVE ANY RESPONSIBILITY

WHATSOEVER FOR ANY PORTIONS OF THE SOFTWARE WHICH HAVE BEEN MODIFIED BY YOU OR ON YOUR BEHALF WITHOUT PTC'S PRIOR WRITTEN CONSENT. YOU ARE RESPONSIBLE FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS INTENDED RESULTS, AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE SOFTWARE. PTC DOES NOT WARRANT THAT THE SOFTWARE SHALL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION SHALL BE UNINTERRUPTED OR ERROR FREE, NOR THAT SOFTWARE ERRORS OR DEFECTS SHALL BE CORRECTED.

YOU MAY HAVE CERTAIN STATUTORY RIGHTS TO WHICH THESE EXCLUSIONS DO NOT APPLY; HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE WARRANTY PERIOD SET FORTH IN SECTION 11.1. MOREOVER, IN NO EVENT SHALL WARRANTIES PROVIDED BY LAW, IF ANY, APPLY UNLESS THEY ARE REQUIRED TO APPLY BY STATUTE NOTWITHSTANDING THEIR EXCLUSION BY CONTRACT. NO DEALER, AGENT OR EMPLOYEE OF PTC IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS LIMITED WARRANTY.

11.3 Security / Ultra hazardous Activities. The Software is not designed, manufactured or intended for use as a security device. You are responsible for determining all security requirements necessary and appropriate for your network and computer systems. In addition, the Software is not designed, manufactured or intended for use in any environment in which the failure of the Software could lead to death, personal injury, or severe physical or environmental damage, such as in the design or operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems or in the on-line control of equipment in any hazardous environment requiring fail-safe performance ("Ultra hazardous Activities"). PTC, its licensors and suppliers specifically disclaim any express or implied warranty of fitness for Ultrahazardous Activities. You represent and warrant to PTC that you will not use or resell the Software for such purposes.

## 12. INFRINGEMENT INDEMNITY.

12.1 Infringement Claim Indemnity. You shall notify PTC promptly in writing of any threatened or pending judicial third party action brought against you alleging that your normal operation, possession and use of the Software infringes a valid Canadian or United States patent or Canadian or United States copyright issued as of the Effective Date or constitutes misuse or misappropriation of any Canadian trade secrets or United States trade secrets (each, an "Infringement Claim"). Subject to Sections 12.2 and 13 below and provided that you are otherwise in compliance with your obligations under this Agreement, PTC shall indemnify and defend you against any Infringement Claim at its own expense and shall pay (a) the reasonable legal fees of counsel engaged by PTC to defend you, (b) any costs and damages finally awarded against you in such Infringement Claim, and (c) any amount agreed to be paid by PTC in settlement of such Infringement Claim, if any. PTC's foregoing obligations are subject to and conditioned upon: (i) PTC having the sole control of the defense, negotiation and settlement of such Infringement Claim; and (ii) your cooperation in such defense which shall include, but not be limited to, providing PTC with all documentation and information in your possession or control relating to such Infringement Claim.

12.2 Injunction. In the event that a permanent injunction is obtained against your use of the Software, PTC shall (or, at any time prior thereto, PTC at its option may), at its own expense, either (a) procure for you the right to continue to use the allegedly infringing Software, or (b) replace or modify the allegedly infringing Software to make its use non-infringing while being reasonably capable of performing the same material functions. Notwithstanding the foregoing, if PTC, in its sole discretion, determines that neither of such options is reasonably available to it, PTC, at its option, may terminate this Agreement as it relates to the Software at issue and refund to you (i) a pro rata portion of the license fee paid by you for the infringing Software (depreciated on a straight line basis over a five (5) year period from the date of delivery of the infringing Software to you), and (ii) a pro rata portion of any prepaid Support Fees for the infringing Software, which pro rata portion shall be based on the remaining term of the then-current Support Period.

12.3 Exclusions. Notwithstanding any language to the contrary in this Agreement, PTC shall not have any liability or indemnification obligations to you under this Agreement to the extent that any Infringement Claim is based in whole or in part on or arises out of: (a) your use of any non-current version of the Software, to the extent that your liability for such Infringement Claim would have been avoided by the use of a more recent version of the Software, (b) the combination, operation, or use of the Software with any third party software, equipment, materials or products to the extent that your liability for such Infringement Claim would have been avoided in the absence of such combination, operation, or use, (c) a modification, adjustment or repair of the Software not made by PTC, (d) your failure to use a defect correction or patch

supplied by PTC to you, (e) compliance with designs, plans or specifications provided to PTC by you, or (f) any refusal by you to install and use a non-infringing version of the Software offered by PTC at no cost to you so long as such non-infringing version performs substantially the same functions.

12.4 Sole Remedy. THIS SECTION 12 SHALL BE PTC'S SOLE AND EXCLUSIVE OBLIGATION, AND YOUR SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT CLAIMS OR ANY ALLEGED OR ACTUAL INFRINGEMENT, MISUSE, MISAPPROPRIATION, OR OTHER VIOLATION OF A THIRD PARTY'S PROPRIETARY RIGHTS RELATED TO THE SOFTWARE, OR ANY PART THEREOF OR YOUR USE THEREOF.

13. LIMITATION OF LIABILITY. EXCEPT FOR PTC'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12, PTC'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE TERMINATION THEREOF, AND/OR LICENSE OF THE SOFTWARE AND DOCUMENTATION THEREUNDER AND THE PROVISION OF MAINTENANCE, SHALL BE LIMITED TO THE AMOUNT PAID BY YOU TO PTC FOR THE SOFTWARE AND/OR MAINTENANCE PROVIDED TO YOU UNDER THIS AGREEMENT. IN NO EVENT SHALL PTC OR ITS LICENSORS BE LIABLE FOR ANY LOSS OF OR DAMAGE TO DATA, LOSS OF INCOME, LOSS OF OPPORTUNITY OR LOST PROFITS, COST OF RECOVERY, OR COSTS OF SUBSTITUTE PRODUCTS. IN NO EVENT SHALL PTC OR ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER ENTITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, MULTIPLE, PUNITIVE OR SIMILAR DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT PTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. PTC'S AND ITS LICENSORS' LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL PTC'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT.

The provisions of this Section 13 shall survive any termination of this Agreement.

See Schedule A for a modified version of this Section 13 for Software licensed and used in Germany, Austria or Switzerland.

14. INDEMNIFICATION. You shall indemnify and hold PTC and its predecessors, successors, parents, subsidiaries, affiliates, officers, directors and employees harmless from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to your or your Service Providers: (i) improper or unlawful use of the Software or Documentation; (ii) disclosure of PTC Confidential Information; (iii) unauthorized repair, adjustment, modification or alteration to the Software or Documentation by you or any third party; (iv) refusal to install and use a non-infringing version of the Software; or (v) use of the Software or Documentation in connection with Ultra hazardous Activities. PTC shall have the right, but not the obligation, to participate in the defense of any such claims with counsel of PTC' choice at your sole cost and expense.
15. GENERAL.

15.1 Executed Software License Agreement. The Software and Documentation may have been licensed under a fully executed software license agreement ("Executed Software License Agreement"). In the event that you have licensed this Software under an Executed Software License Agreement, the terms of such Executed Software License Agreement shall govern your installation and use of the Software and Documentation exclusively. In all other cases, the terms and conditions of this Agreement shall govern your installation and use of the Software and Documentation.

15.2 Governing Law; Forum. Unless otherwise stated in Schedule A, all disputes arising under, out of, or in any way connected with this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without reference to conflict of laws principles (and specifically excluding the Uniform Computer Information Transactions Act). The parties hereby expressly disclaim the application of the U.N. Convention for the International Sale of Goods. All disputes arising under, out of, or in any way connected with this Agreement shall be litigated exclusively in the state or federal courts situated in the Commonwealth of Massachusetts, and in no other court or jurisdiction. Notwithstanding the foregoing or anything to the contrary, PTC shall have the right to bring a claim in any court of competent jurisdiction to enforce any intellectual property rights and/or protect any confidential information. You stipulate that the state and federal courts situated in the Commonwealth of Massachusetts shall have personal jurisdiction over your person, and you hereby irrevocably (i) submit to the personal jurisdiction of said courts and (ii) consent to the service of process, pleadings, and notices in connection with any and all actions initiated in said

courts. The parties agree that a final judgment in any such action or proceeding shall be conclusive and binding and may be enforced in any other jurisdiction. Each party waives its right to trial by jury in connection with any dispute arising out of this Agreement.

15.3 Purchase Order Not Binding. You agree that any purchase order submitted by you is for administrative purposes only and that any provisions in such purchase order which are different from or in addition to the terms of this Agreement, except for price and quantity ordered, shall not be binding on PTC, even if signed and returned, unless both you and PTC expressly agree in a writing, separate from such purchase order, to be bound by such separate or additional terms and conditions.

15.4 Publicity. Except as may be required by applicable law, neither party shall disclose the terms of this Agreement nor issue a press release in connection with the subject-matter hereof without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, PTC shall be permitted to name you as a customer of PTC on PTC's website, in company presentations, customer lists and in other PTC marketing material and each party shall have the limited right to disclose the terms of this Agreement, to: (i) its bona fide financial, tax and legal advisors subject to appropriate confidentiality obligations; and (ii) meet U.S. or Canadian public company disclosure obligations.

15.5 No Assignment. This Agreement and the license to use the Software and Documentation granted herein shall not be transferred by assignment, assumption, operation of law or otherwise, to any third party without the prior written approval of PTC which approval may be withheld in PTC's sole discretion

15.6 Validity; Headings. If any provision of this Agreement shall be deemed by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permissible by law, and the validity, legality and enforceability of the remaining provisions hereof shall not be affected or impaired. The headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement and shall not modify or limit any of the terms thereof.

15.7 Entire Agreement. This Agreement is the sole and entire agreement between PTC and you relating to the subject matter hereof, and supersedes and terminates any previous agreements, understandings, representations, discussions or negotiations, oral or written, between the parties with the exception of any applicable Executed Software License Agreement. You acknowledge that in entering into this Agreement you have not relied on any statements, representations or warranties concerning its subject matter except as expressly provided by the written terms of this Agreement.

15.8 Amendment. This Agreement may not be amended except by written amendment signed by the authorized representatives of each of PTC and you.

15.9 No Waiver. The terms and conditions of this Agreement may be amended, waived or modified only in a writing signed by PTC and you. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any subsequent breach thereof or of any covenant, condition, or agreement herein contained (whether or not the provision is similar). No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof.

15.10 Language. The parties have requested that this Agreement and all documents contemplated hereby be drawn up in English. Les parties aux présentes ont exigé que cette entente et tous autres documents envisagés par les présentes soient rédigés en anglais. You waive any right you may have under the laws of the country where the Software is licensed to have this Agreement written in any other language.

15.11 Taxes. You agree to pay (and to reimburse PTC on request if PTC is required to pay) any sales, use, value added (VAT), withholding, consumption or other tax (excluding any tax on PTC's net income) or other fee or charge of any kind or nature that is levied or imposed by any governmental authority on your use or license of the Software.

15.12 Remedies Cumulative. Except as explicitly set forth herein, all rights and remedies, whether conferred by this Agreement or by any other instrument or by law shall be cumulative, and may be exercised singularly or concurrently.

15.13 Force Majeure. Neither party shall be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, pandemics, epidemics, earthquake, flood, embargo, riot, sabotage, labor shortage, or dispute, governmental act or

failure of the Internet (not resulting from the actions or inactions of Licensor), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses commercially reasonable efforts to promptly correct such failure or delay in performance.

15.14 Notices. All notices required to be sent hereunder shall be in writing and shall be deemed to have been given when such notices are received and may be personally delivered, or sent by overnight or second day courier or by first class mail, return receipt requested, or sent by facsimile (with written confirmation of transmission and receipt), to the party to whom such notice or other communications is to be given.

15.15 Government Licensees. If you are a United States Governmental entity, you agree that the Software is "commercial computer software" under the applicable federal acquisition regulations and are provided with the commercial license rights and restrictions described elsewhere herein. If you are acquiring the Software under a United States government contract, you agree that you will include all necessary and applicable restricted rights legends on the Software to protect PTC's proprietary rights under the FAR or other similar regulations of other federal agencies. You agree to always include such legends whenever the Software is, or is deemed to be, a deliverable under a government contract.

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## Schedule A - Specific Provisions for Austria, Germany and Switzerland:

For Software licensed and used in Austria, Germany or Switzerland, the following provisions shall apply. The following provisions shall have no applicability to any Software or Services purchased outside of Austria, Germany or Switzerland. References to sections below are references to the applicable sections in the body of the Agreement.

- Section 3(i) above shall not apply to the extent that (a) the processes you undertake are required to achieve information necessary to achieve interoperability of an independently created computer program with other software programs, (b) the further requirements of Section 69e of the German Copyright Act are fulfilled and (c) PTC, upon your written request, has not made available the information required for this within a reasonable period.
- Section 11 (Warranty) is hereby replaced by the following provisions:
  - 11.1 Warranty Period, Restarts and Investigation Duty. The limitation period for warranty claims shall be twelve (12) months from delivery. Any replacement of the Software and/or repair of Errors will not restart the warranty period. The pre-requisite for your warranty claims (Mängelansprüche) is that: (i) you inspect the Software according to Section 377 German Commercial Code, (ii) the defect is an Error as defined in this Agreement, (iii) the Error already existed at the time of delivery and (iv) you effect a proper notification of the Error. You shall provide notifications of Errors to PTC in writing and you shall provide specific details of the Error as deemed reasonable under the specific circumstances. You shall notify PTC of obvious Errors in writing within one week of delivery and of latent Errors within one week of discovery of such Error. The periods specified are preclusion periods.
  - 11.2 Warranty Exceptions. PTC shall have no warranty obligations hereunder with respect to any (i) evaluation Licenses, (ii) new releases, Error corrections, or updates, (iii) computer software provided to you in the course of PTC's delivery of training services, (iv) Errors attributable to the use of the Software in an application or environment for which it was not designed or contemplated, (v) Errors attributable to any modifications or customizations of the Software, and/or (vi) Software that is provided by PTC free of charge to you.
  - 11.3 Remedies. In the event of an Error, PTC in its sole discretion may: (a) replace the Software or (b) repair the Error, provided that notice of the Error is received by PTC within the periods set forth in Section 11.1 and you provide such additional information regarding the Error as PTC may reasonably request. If the repair (either by providing a bug fix, a workaround or otherwise) or replacement is not successful (after at least two repair attempts for the same Error by PTC within a reasonable period of time), you shall be entitled, at your choice, to either: (i) rescission of the affected order so that PTC provides a refund of the license fees paid by you for the applicable Software upon return of such Software and any copies made thereof or (ii) a reasonable reduction in the purchase price. Replacements or repairs shall be made without acknowledgement of a legal obligation and shall not suspend the limitation period for warranty claims related to the Software.
  - 11.4 No Additional Warranties. No employee, partner, distributor (including any Reseller) or agent of PTC or any of its resellers or sales agents is authorized to give representations, warranties or covenants greater or different than those contained in this Agreement, except as specifically set forth in a written agreement signed on behalf of you by an authorized officer and on behalf of PTC by its legal counsel or Corporate Controller. Apart from claims for damages based on Errors that are subject to the limitation of liability as set forth in Section 13 the obligations provided for in this Section 11 shall be PTC's exclusive liability in case of warranty claims.
  - 11.5 Your Responsibility. The Software is intended to be used by trained professionals and are not a substitute for the exercise by you of professional judgement, testing, safety and utility in their use. You are solely responsible for any results which were obtained by using the Software, including the adequacy of independent testing of reliability and accuracy of any item designed using Software.
  - 11.6 Qualities (Beschaffenheit), Guarantees. Qualities of the Software stated in publications of PTC or its sales representatives, in particular in advertising, in drawings, brochures or other documents, including presentations in the Internet, or on packaging and labelling of the Software, or which fall under trade usages, shall only be deemed to be covered by the contractual quality of the Software if such qualities are expressly contained in an offer or an order confirmation in writing. Guarantees, in particular guarantees as to quality, shall be binding on PTC only to the extent to which they (i) are contained in an offer or an order confirmation in writing, (ii) are expressly designated as "guarantee" or "guarantee as to condition" (Beschaffenheitsgarantie), and (iii) expressly stipulate the obligations for PTC resulting from such guarantee.
- Section 13 is hereby replaced by the following provisions:
  - 13. Limitation of Liability
    - 13.1 Liability Categories. PTC shall be liable for damages, regardless of the legal grounds, only if: (i) PTC breaches a material contractual obligation (cardinal obligation) culpably (i.e., at least negligently), or (ii) the damage has been caused by gross negligence or wilful intent on the part of PTC or (iii) PTC has assumed a guarantee.
    - 13.2 Predictability. PTC's liability shall be limited to the typical, foreseeable damage: (i) if PTC breaches material contractual obligations (cardinal obligations) with slight negligence, or (ii) if employees or agents of PTC who are not officers or executive staff have breached other obligations by gross negligence, or (iii) if PTC has assumed a guarantee, unless such guarantee is expressly designated as guarantee as to condition (Beschaffenheitsgarantie).
    - 13.3 Maximum Amount. In the cases of Section 13.2 (i) and (ii), PTC's liability shall be limited to a maximum amount of EURO 1,000,000 or, in case of purely financial losses, to a maximum amount of EURO 100,000.
    - 13.4 Indirect Damages. In the cases of Section 13.2, PTC shall not be liable for indirect damages, consequential damages or loss of profit.
    - 13.5 Liability Period. Your claims for damages against PTC and/or PTC's affiliates, regardless of the legal grounds, shall expire at the latest one year from the time you gain knowledge of the damage or, irrespective of this knowledge, at the latest two years after the damaging event. For claims based on Errors of the Software, the warranty limitation period pursuant to Section 11.1 shall apply.
    - 13.6 Mandatory Liability. PTC's liability pursuant to the German Product Liability Act (Produkthaftungsgesetz), for injury of life, body and health, for fraudulent concealment of a defect or for the assumption of a guarantee as to condition (Beschaffenheitsgarantie) remains unaffected.
    - 13.7 Employees. Sections 13.1 to 13.6 shall also apply in the case of any claims for damages of you against employees or agents of PTC and/or PTC's affiliates.
    - 13.8 Contributory Negligence. In the event of a guarantee or liability claim against PTC any contributory fault of you must be taken into account accordingly, particularly in the event of inadequate fault notification or inadequate data securing. It constitutes inadequate data securing if the client, among others, does not, by way of appropriate state of the art security measures, take precautions against external influences, e.g. computer viruses and other phenomena which could put individual data or an entire data stock at risk.

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## Schedule B – PTC MKS Toolkit Product Name (as of Jan 2014 and subject to change) to Definition Mapping

PTC MKS Toolkit for Enterprise Developers (32 and 64 bit editions) contains:

- 
- PTC MKS Toolkit Commands and Utilities
  - Communication Suite – multiple concurrent connections.
  - SDK
  - PTC NuTCRACKER COE for use with PTC MKS Toolkit Commands and Utilities or a ported application on the same machine as the SDK and one other machine for testing.
  - PTC X/Server.
- 

**PTC MKS Toolkit for Professional Developers contains:**

- 
- PTC MKS Toolkit Commands and Utilities
  - Communication Suite – multiple concurrent connections.
  - SDK
  - PTC NuTCRACKER COE for use with PTC MKS Toolkit Commands and Utilities, or a ported application on the same machine as the SDK and one other machine for testing.
- 

**PTC MKS Toolkit for Interoperability contains:**

- 
- PTC MKS Toolkit Commands and Utilities
  - Communication Suite – multiple concurrent connections.
  - PTC NuTCRACKER COE for use with PTC MKS Toolkit Commands and Utilities and not as a runtime for customer ported applications.
  - PTC X/Server.
- 

**PTC MKS Toolkit for Developers contains:**

- 
- PTC MKS Toolkit Commands and Utilities
  - Communication Suite – single connection.
  - PTC NuTCRACKER COE for use with PTC MKS Toolkit Commands and Utilities and not as a runtime for customer ported applications.
- 

**PTC NuTCRCKER Platform contains (as specified in the order documentation):**

- 
- Either the PTC NuTCRACKER SOE or COE
  - Optionally Commands and Utilities for use by the ported Application.
  - Optionally Connectivity Suite – either single or multiple concurrent connections.
  - Optionally the SDK
  - Optionally the PTC X/Server or PTC X/Display Agent.
-