



PTC SOFTWARE PRODUCTS LICENSING BASIS FOR KEPWARE PRODUCTS

Scope of this Document

This document sets out the licensing basis and restrictions for each of PTC's Kepware 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

"Designated Computer" (DC): 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.

"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. When Kepware products are sold as part of a ThingWorx bundle, the Kepware products in such bundle may be used solely to provide data to the ThingWorx product(s) included in such bundle.

LICENSE RESTRICTIONS

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.

Virtualization Technologies. 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, is prohibited and violates the Customer's License Agreement with PTC. Customer, however, is permitted to install Kepware licenses on a Virtual Machine or Container, provided that:

- (i) Customer must purchase a separate license for each instance of a Container or Virtual Machine on which the Software operates.
- (ii) If Customer installs the Software on the host operating system of a Designated Computer in a computer network where Virtual Machines are operating, then Customer must hold a valid, fully paid license for such host operating system and each operating Virtual Machine or Container.

A "Virtual Machine" means a software-based virtual server, computer or processor.

A "Container" means a software-based isolated environment that packages code, runtime, system tools, libraries, and settings, enabling applications to run consistently across different computing environments.



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.

Subscription Conversions. Where the product description includes the words "Subscription Conversion" or "Conversion", that means that the Customer is converting licenses from a perpetual licensing model to a subscription model (as described above). In such case, the Customer will no longer be able to use the perpetual licenses it previously had and must return them for obsolescence, and instead the licenses will be subscription licenses.

KEPWARE LICENSING MODELS

All Kepware Products (including Kepware Server and Kepware Edge)

These products fall under the Designated Computer (DC) licensing terms, as described in the Common Licensing Bases section above. These products will be shipped to the Customer location set forth in an Order or Quote, but Customer may also install, operate and use such products 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, restrictions and regulations. Customer further agrees that it will be responsible for all taxes, duties and other fees and amounts attributable to the use of these products at locations other than the install location set forth in an Order or Quote.

Kepware+ licenses include an on-premise Designated Computer instance of Kepware and, in addition, a component that Customer may use on an optional basis to manage the on-premise license, which component is hosted by PTC on a SaaS basis. See the Kepware+ Service Description for terms applicable to the SaaS component, which is available at <https://www.ptc.com/en/documents/legal-agreements/cloud-terms#technologies>.