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Hypertherm or the Reseller from which they were acquired. If Licensee's Subscription is terminated or expires, but this Agreement and Licensee's license to the Licensed Materials remains in effect, any rights of Licensee based on the Subscription (including, without limitation, rights with respect to Previous Versions) will terminate, and (unless otherwise authorized by the Subscription Program Terms) Licensee must comply with the obligations of Section 1.2.1 (Effect of Upgrades) with respect to (including the obligations to cease use of, Uninstall and destroy or return) all copies of such Previous Versions.

8.3 Survival. Sections 1.3 (Additional Terms), 1.4 (Other Materials), 1.5 (Authorized Users), 1.6 (Third-Party Licensed Materials), 1.11 (APIs), 2.1.1 (No License Granted/Unauthorized Activities), 2.1.4 (Effect of Unauthorized Use), 2.2 (Circumvention), 3 (All Rights Reserved), 4 (Privacy; Use of Information; Connectivity), 5.2 (Disclaimer), 6 (Warnings), 7 (Limitations of Liability), 8 (Term and Termination), and 9 (General Provisions) and Exhibit A will survive any termination or expiration of this Agreement.

9. General Provisions

9.1 Notices. Notices in connection with this Agreement by either party will be in writing and will be sent by electronic mail, postal service, or a delivery service (such as UPS, FedEx or DHL), except that Licensee may not provide notice to Hypertherm of an Hypertherm breach or provide notice of termination of this Agreement by electronic mail. Notices from Hypertherm to Licensee will be effective (a) in the case of notices by email, one (1) day after sending to the email address provided to Hypertherm, or (b) in the case of notices by mail or delivery service, five (5) days after sending by regular post or delivery service to the address provided to Hypertherm. Licensee hereby consents to service of process being effected on Licensee by registered mail sent to the address set forth on Licensee's Customer Information Form (or, if no Customer Information Form has been provided, Licensee's last address known by Hypertherm) if so permitted by applicable law. Notices from Licensee to Hypertherm will be effective (a) in the case of notices by email, one (1) day after sending to (and receipt by Hypertherm at) LicenseCorrespondence@Hypertherm.com, or (b) in the case of notices by mail or delivery service, when received by Hypertherm at Hypertherm, Inc., 21 Great Hollow Road, Lebanon, NH 03755, USA, Attention: General Manager, Software. If Licensee has a Subscription, either party may also provide notice as set forth in the Subscription Program Terms.

9.2 Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of (a) Switzerland if Licensee acquired the Hypertherm Materials in a country in Europe, Africa or the Middle East, (b) Singapore if Licensee acquired the Hypertherm Materials in a country in Asia, Oceania or the Asia-Pacific region, or (c) the State of New Hampshire (and, to the extent controlling, the federal laws of the United States) if Licensee acquired the Hypertherm Materials in a country in the Americas (including the Caribbean) or any other country not specified in this Section 9.2. The laws of such jurisdictions shall govern without reference to the conflicts-of-laws rules thereof. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to (and are excluded from the laws governing) this Agreement. In addition, each party agrees that any claim, action or dispute arising under or relating to this Agreement will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) New Hampshire, except that if Licensee has acquired the Hypertherm Materials in (a) a country in Europe, Africa or the Middle East, any such claim or dispute will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the courts of Switzerland, or (b) a country in Asia, Oceania or the Asia-Pacific region, any such claim or dispute will be brought exclusively in (and the parties will be

subject to the exclusive jurisdiction of) the courts of Singapore. Nothing in the foregoing will prevent Hypertherm from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur.

9.3 No Assignment; Insolvency. Licensee may not assign this Agreement or any rights hereunder (whether by purchase of stock or assets, merger, change of control, operation of law, or otherwise) without Hypertherm's prior written consent, which may be withheld in Hypertherm's sole and absolute discretion, and any unauthorized purported assignment by Licensee will be void. In the context of any bankruptcy or similar proceeding, this Agreement is and will be treated as an executory contract of the type described by Section 365(c)(1) of Title 11 of the United States Code and may not be assigned without Hypertherm's prior written consent, which may be withheld in Hypertherm's sole and absolute discretion. Any assignment (regardless of how or on what basis the assignment may occur) will be conditioned on compliance with the following: at least thirty (30) days before assigning or agreeing to any assignment of rights under this Agreement (including transferring any copies of or right to use the Software), (a) Licensee must provide written notice to Hypertherm, Uninstall all copies of the Software, and (without limitation of the generality of Section 9.7 (Audits)) allow Hypertherm or its designee to inspect the records, systems and facilities of (or operated for) Licensee and its subsidiaries and affiliates to verify (by any means available to Hypertherm, whether remotely or on premises) that all copies of the Software have been Uninstalled (b) the proposed assignee must agree to comply (and Licensee must ensure that the assignee will comply) with all of the obligations of this Agreement with respect to such Software, which agreement must provide that Hypertherm is a third-party beneficiary of the assignee's agreement, and the assignee must provide a copy of the agreement to Hypertherm, and (c) Licensee and proposed assignee must comply with all other transfer procedures identified by Hypertherm.

9.4 Hypertherm Subsidiaries and Affiliates. Licensee acknowledges and agrees that Hypertherm may arrange to have its subsidiaries and affiliates engage in activities in connection with this Agreement, including, without limitation, delivering Hypertherm Materials and providing Subscriptions and Services, provided that Hypertherm (and not such subsidiaries and affiliates) will remain subject to the obligations of Hypertherm under this Agreement. Licensee also agrees that Hypertherm's subsidiaries and affiliates may enforce (including taking actions for breach of) this Agreement.

9.5 Exceptions to Prohibitions; Severability.

9.5.1 The prohibitions contained in this Agreement will not apply where and to the extent applicable law does not allow such prohibitions to be enforced. Licensee may have other rights under the laws of the state or country within the Territory where the Licensed Materials are acquired, and this Agreement does not change Licensee's rights under the laws of such state or country if and to the extent the laws of such state or country do not permit this Agreement to do so. Licensee will bear the burden of proof to demonstrate that applicable law does not allow (i) the enforcement of such prohibitions; or (ii) this Agreement to change particular rights in a state or country (and that Licensee has not exceeded the bounds of the unenforceable prohibitions and unchangeable rights).

9.5.2 If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of

such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision or any other provision of this Agreement in any other jurisdiction.

9.6 No Waiver. No term or provision of this Agreement will be considered waived, and no breach excused, unless such waiver is in writing signed on behalf of the party against which the waiver is asserted. No waiver (whether express or implied) will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach.

9.7 Audits. Licensee agrees that Hypertherm has the right to require an audit (electronic or otherwise) of the Hypertherm Materials and the Installation thereof and Access thereto. As part of any such audit, Hypertherm or its authorized representative will have the right, on fifteen (15) days' prior notice to Licensee, to inspect Licensee's records, systems and facilities, including machine IDs, serial numbers and related information, to verify that the use of any and all Hypertherm Materials is in conformance with this Agreement. Licensee will provide full cooperation to enable any such audit. If Hypertherm determines that Licensee's use is not in conformity with the Agreement, Licensee will obtain immediately and pay for valid license(s) to bring Licensee's use into compliance with this Agreement and other applicable terms and pay the reasonable costs of the audit. In addition to such payment rights, Hypertherm reserves the right to seek any other remedies available at law or in equity, whether under this Agreement or otherwise.

9.8 Language. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations. If Licensee purchased the license for the Licensed Materials in Canada, Licensee agrees to the following: The parties hereto confirm that it is their wish that this Agreement, as well as other documents relating hereto, including notices, have been and shall be written in the English language only. Les parties ci-dessus confirment leur désir que cet accord ainsi que tous les documents, y compris tous avis qui s'y rattachent, soient rédigés en langue anglaise.

9.9 Construction. Ambiguities in this Agreement will not be construed against the drafter.

9.10 Force Majeure. Hypertherm will not be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from acts of God, supplier delay or other causes beyond Hypertherm's reasonable control.

9.11 U.S. Government Rights. For U.S. Government procurements, all Hypertherm Materials are deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software - Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Hypertherm Materials by the U.S. Government shall be solely in accordance with license rights and restrictions described herein.

9.12 Export Control. Licensee acknowledges and agrees that the Hypertherm Materials and Services (including any data submitted by Licensee in connection with a Service and any Licensee-specific output generated by a Service) are subject to compliance with United States and other applicable country export control and trade sanctions laws, rules and regulations, including, without limitation the regulations promulgated by the U.S. Department of Commerce and the U.S. Department of the Treasury

(collectively, "Export Control Laws"). Licensee represents, warrants and covenants that neither Licensee nor Licensee's Personnel (i) are a citizen or resident of, or located within, a nation that is subject to U.S. trade sanctions or other significant trade restrictions (including, without limitation, Cuba, Iran, Sudan, Syria and North Korea), (ii) are identified on any of the U.S. government restricted party lists (including, without limitation, the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, the U.S. Department of Commerce's Denied Party List, Entity List and Unverified List and the U.S. Department of State's proliferation-related lists), (iii) will, unless otherwise authorized under the Export Control Laws, use Hypertherm Materials or Services in any restricted end use, including, without limitation, design, analysis, simulation, estimation, testing, manufacturing, or other activities related to nuclear, chemical/biological weapons, rocket systems or unmanned air vehicles applications, or (iv) will use the Hypertherm Materials or Services to disclose, transfer, download, export, or re-export, directly or indirectly, any Licensee-specific output generated by the Hypertherm Materials or Services, Licensee content, third party content, or any other content or material to any country, entity, or party that is ineligible to receive such items under the Export Control Laws or other laws or regulations to which Licensee may be subject. Licensee understands that the requirements and restrictions of the Export Control Laws as applicable to Licensee may vary depending on the Hypertherm Materials or Services provided under this Agreement and may change over time. Licensee shall be solely responsible for (i) determining the precise controls applicable to the Hypertherm Materials or Services, and (ii) complying with the Export Control Laws and monitoring any modifications to them.

9.13 Entire Agreement. This Agreement and any other terms referenced in this Agreement (such as the Subscription Program Terms and the Services Terms) constitute the entire agreement between the parties (and merges and supersedes any prior or contemporaneous agreements, discussions, communications, agreements, representations, warranties, advertising or understandings) with respect to the subject matter hereof, except that particular Hypertherm Materials may be subject to additional or different terms associated with such Hypertherm Materials. The parties acknowledge that, in entering into this Agreement, they are not relying on any agreements, discussions, communications, agreements, representations, warranties, advertising or understandings other than as expressly set forth in this Agreement. Licensee acknowledges and agrees that Hypertherm may add to or change the Subscription Program Terms and the Services Terms from time to time, provided that Hypertherm will provide written notice of the additions or changes (and may allow Licensee not to renew, may permit Licensee to terminate, and may offer other options with respect to Subscriptions or Services) before the additions or changes are effective as to Licensee. In the event of a conflict between this Agreement and any other terms of Hypertherm (including, without limitation, the Subscription Program Terms, the Services Terms, or such additional or different terms), the other terms will apply. Terms stipulated by Licensee in any communication by Licensee which purport to vary this Agreement or such other terms will be void and of no effect unless agreed in a writing signed by an authorized representative of Hypertherm. Any other modifications to this Agreement will also be invalid unless agreed to in a writing signed by an authorized representative of Hypertherm.

10. Additional Terms: Educational Products. If Licensee is an educational institution, Licensee's Territory, as defined in Section 33. Territory, and the Licensed Materials include an Educational Product, defined below, then the following additional terms and conditions set forth in this Section 10 shall apply.

10.1 Additional Definitions.

10.1.1 “Educational Site” means computer labs, classrooms or offices located at one of Licensee’s facilities in a single state or province, and may include Licensee’s main campus or a satellite campus provided that such satellite campus offers the same curricula as the main campus.

10.1.2 “Secondary Institution” means an educational institution commonly referred to as “high school” or “secondary school” (in the United States this typically means grades 9 through 12).

10.1.3 “Post-secondary Institution” means an educational institution commonly referred to as a “college”, “university”, “post-secondary school” or “tertiary school”.

10.1.4 “Educational Products” means any Software that is used with a License Identifier that identifies the License Type as either “Educational Stand-alone (Individual) License”, “Educational Multi-seat Stand-alone License” or “Educational Network License”.

10.1.5 “Public Educational Institution” means an educational institution that is legal branch or agency of a state or local government.

10.2 Educational Site Restrictions.

10.2.1 If Licensee is a Secondary Institution, then Licensee’s use of Licensed Materials shall be limited to use at one (1) Educational Site.

10.2.2 If Licensee is a Post-secondary Institution, then Licensee’s use of Licensed Materials shall be limited to use at no more than five (5) Educational Sites.

10.3 Governing Law for Public Educational Institutions. If Licensee is a Public Educational Institution, this Agreement will be governed by and construed in accordance with the laws of the State or Province in which such Public Educational Institution is located. Such laws shall govern without reference to the conflicts-of-laws rules thereof. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to (and are excluded from the laws governing) this Agreement. In addition, each party agrees that any claim, action or dispute arising under or relating to this Agreement will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the local courts of the county in which the main campus of Licensee is located, or the administrative tribunal having exclusive jurisdiction over disputes involving Licensee, as applicable.

11. Hypertherm download technology may utilize a limited amount of your upload bandwidth and PC resources to connect you to a peered network and improve speed and reliability of Web content. The interface is secure client-side networking technology that harnesses the power of your computer to deliver software and media. The interface works collectively with other interfaces, along with thousands of servers, and runs as a networking service utilizing a limited amount of your computer's available resources.

Exhibit A

Definitions

1. “Access” or “Accessible” means, with respect to a computer program or other materials, (a) to use or execute the computer program or other materials or (b) to use or otherwise benefit from the features or functionality of the computer program or other materials.

2. “Agreement” means this License and Services Agreement, including all exhibits and schedules thereto, as the License and Services Agreement may be amended from time to time in accordance with the terms thereof.
3. “Authorized User” means any individual person who Installs or Accesses, or is authorized to Install or Access, any of the Licensed Materials.
4. “Hypertherm” means Hypertherm, Inc., a New Hampshire corporation, except that if, Licensee acquires a license to the Hypertherm Materials in (a) a country in Europe, United Kingdom, Africa or the Middle East, “Hypertherm” means Hypertherm Europe B.V. or (b) a country in Asia-Pacific, Oceania or the Asia-Pacific region, “Hypertherm” means Hypertherm (S) Pte Ltd., or (c) China, “Hypertherm” means Hypertherm (Shanghai) Trading Co. Ltd. or (d) a country in South America or Central America, “Hypertherm” means Hypertherm Brasil, LTDA.
5. “Hypertherm License Manager” means the tool known as Hypertherm License Manager or any future Hypertherm tool for managing, monitoring or controlling Installation of or Access to Hypertherm Materials.
6. “Hypertherm Materials” means any materials distributed or made available by Hypertherm, directly or indirectly, including Software, Supplemental Materials, User Documentation and Excluded Materials (whether or not licensed to Licensee).
7. “Computer” means (i) a single electronic device, with one or more central processing units (CPUs), that accepts information in digital or similar form and manipulates the information for a specific result based on a sequence of instructions, or (ii) a software implementation of such a device (or so-called virtual machine).
8. “Customer Information Form” means a form completed by or on behalf of Licensee and submitted to Hypertherm or a Reseller, directly or indirectly, in connection with Licensee’s order for a license of Hypertherm Materials, Subscription or Services.
9. “Educational Purposes” means purposes directly related to learning, teaching, training, and research and development that are part of the instructional functions performed by a primary or secondary educational institution or any degree-granting or certificate-granting institution or any learning, teaching or training facilities, but does not include commercial, professional or for-profit instructional or other purposes.
10. “Evaluation Purposes” means purposes of evaluation and demonstration of the capabilities of the Software or Supplemental Materials but excludes competitive analysis and any commercial, professional, or other for-profit purposes.
11. “Excluded Materials” means any materials, including Software, Supplemental Materials or User Documentation (and including, without limitation, any computer programs, modules or components of a computer program, functionality or features of a computer program, explanatory printed or electronic materials, content or other materials, if any), that may be provided or become available to Licensee, by any means, or that are on any media delivered to Licensee, for which (a) Licensee does not have a License Identification, or (b) Licensee has not paid (and continued to pay) the applicable fees. Licensee acknowledges that Excluded Materials are included on media or via download for convenience of the

licensing mechanism used by Hypertherm, and inclusion does not in any way authorize, expressly or impliedly, a right to use such Excluded Materials.

12. “Faculty” means Personnel of a primary or secondary educational institution or any degree-granting or certificate-granting educational institution or any learning, teaching or training facilities and who upon request by Hypertherm is able to provide proof of such status.

13. “Install” and “Installation” means, with respect to a computer program or other materials, to copy the program or other materials onto a hard disk or other storage medium.

14. “License Identification” means one or more designations by Hypertherm that set forth the License Type (among other things) for Licensee’s license of the Licensed Materials. The License Identification may be (a) located (i) in the Licensed Materials (e.g., in an “About” box, license information dialog box, or text file of Software), (ii) on or with Hypertherm packaging, or (iii) in a written confirmation or other notice issued to Licensee by Hypertherm and transmitted via email, facsimile, physical delivery, or otherwise, or (b) obtained from Hypertherm on request. For clarification, License Identification does not include a designation, confirmation, packaging or other document provided by a Reseller or other third party.

15. “License Type” means a type of license specified by Hypertherm for Hypertherm Materials, including the types set forth in Exhibit B. License Type includes the terms specified by Hypertherm for each type of license, including the applicable terms set forth in Exhibit B. License Type is determined by Hypertherm and may be specified in the applicable License Identification.

16. “Licensed Materials” means Software, Supplemental Materials and User Documentation (a) downloaded by clicking on the “I accept” button or other button or mechanism associated with this Agreement or by otherwise indicating assent to this Agreement, (b) delivered prepackaged with this Agreement, or (c) otherwise accompanied by this Agreement, provided that (i) in the case of Software, the Software is identified in an applicable License Identification, and (ii) Licensee has paid (and continues to pay) the applicable fees. Licensed Materials also includes Supplemental Materials and User Documentation that Hypertherm provides or makes available to Licensee for use with Software licensed under this Agreement if there are no separate terms for such materials specified by Hypertherm. Licensed Materials includes, without limitation, any error corrections, patches, service packs, updates and upgrades to, and new versions of, the Licensed Materials that Hypertherm provides or makes available to Licensee under Licensee’s then-current license. Licensee acknowledges that availability of Upgrades and new versions may be subject to additional fees and the Subscription Program Terms. In addition, Licensed Materials includes, without limitation, any Previous Versions and other Hypertherm Materials that Licensee receives or retains pursuant to the Subscription Program Terms, but only for so long as and to the extent expressly authorized by the Subscription Program Terms. Notwithstanding the foregoing (or any other provision of this Agreement), Licensed Materials in all cases excludes Excluded Materials.

17. “Licensee” means (a) the company or other legal entity on behalf of which Hypertherm Materials are acquired, if the Hypertherm Materials are acquired on behalf of such an entity (e.g., by an employee, independent contractor, or other authorized representative), or (b) if there is no such entity, the individual who accepts this Agreement (e.g., by selecting the “I accept” button or other button or mechanism associated with this Agreement or otherwise indicating assent to this Agreement, or by

installing, downloading, accessing, or otherwise copying or using all or any portion of the Hypertherm Materials). For clarification, "Licensee" refers only to a single, specifically identified legal entity or individual, and does not include any subsidiary or affiliate of any such legal entity or individual or any other related person.

18. "Licensee's Internal Business Needs" means, in reference to Licensed Materials, the use of such Licensed Materials (and the features and functionality thereof) by Licensee's own Personnel to meet the internal requirements of Licensee's business in the ordinary course of such business, provided that Internal Business Needs will in no event include providing or making available such Licensed Materials (or the features or functionality thereof) to any third party.

19. "Networked Basis" means a computing environment that includes a Computer acting as a file server which allows the Licensed Materials Installed on such Computer to be uploaded and Installed to, and operated, viewed or otherwise Accessed from, other Computers through a local area network connection or through a VPN connection subject to compliance with the VPN Requirements.

20. "Permitted Number" means a maximum number (e.g., number of authorized users, number of concurrent users, number of computers, sessions, etc.) applicable to a license of the Licensed Materials and to the License Type associated with such license. Such number is determined by Hypertherm and may be specified in the applicable License Identification.

21. "Personal Learning Purposes" means (i) personal learning as a Student or (ii) in the case of a non-Student, personal learning, excluding (a) in-person or online classroom learning in any degree-granting or certificate granting program, and (b) learning related to any commercial, professional or other for-profit purposes.

22. "Personnel" means (a) Licensee's individual employees and (b) individual persons who are independent contractors working on Licensee's premises and who Install and Access the Licensed Materials only on and through Computers owned or leased and controlled by Licensee.

23. "Previous Versions" means, as to any then-current release of Licensed Materials, a prior release of the Licensed Materials as to which such then-current release is a successor or substitute (as determined by Hypertherm).

24. "Reseller" means a distributor or reseller authorized directly or indirectly by Hypertherm to distribute authentic Hypertherm Materials to Licensee.

25. "Services" means services (including the results of services) provided or made available by Hypertherm, including, without limitation, support services, storage, simulation and testing services, training and other benefits, but excluding services provided or made available as part of Subscription.

26. "Services Terms" means the terms for Services set forth at a location where a user may order or register for, or that is displayed in connection with ordering or registering for, such Services (e.g., a web page).

27. "Software" means a computer program, or a module or component of a computer program, distributed or made available by Hypertherm. The term "Software" may also refer to functions and features of a computer program.

28. “Stand-alone Basis” means (i) the Licensed Materials are Installed on a single Computer and (ii) the Licensed Materials cannot be Installed on, or operated, viewed or otherwise Accessed from or through, any other Computer (e.g., through a network connection of any kind).

29. “Student” means an individual person who is, (i) at the time of Installation of Licensed Materials, enrolled (a) at a recognized degree-granting or certificate-granting educational institution for three (3) or more credit hours in a degree-granting or certificate granting education program or (b) in a nine (9) month or longer certificate program and (ii) upon request by Hypertherm is able to provide proof of such enrollment.

30. “Subscription” is the program offered generally by Hypertherm under which Hypertherm provides (among other things) updates and upgrades to, new versions of, and certain other support, services and training relating to Hypertherm Materials.

31. “Subscription Program Terms” means the terms for Subscriptions set forth by Hypertherm (e.g., a web page).

32. “Supplemental Materials” means materials, other than Software and related User Documentation, that are distributed or made available by Hypertherm for use with Software. Supplemental Materials include, without limitation, (a) content, such as sample drawings and designs (e.g., parts of a job that are to be cut), (b) background materials, such as building and HVAC codes and descriptions of cutting practices, (c) tools for rendering the output of the Software, such as fonts, and (d) Development Materials, application programming interfaces (APIs), and other similar developer materials (including API Information).

33. “Territory” (a) means the country, countries or jurisdiction(s) specified in the License Identification, or (b) if there is no such License Identification, or no country or jurisdiction is specified in the License Identification, means the country in which Licensee acquires a license to the Hypertherm Materials. If the License Identification specifies, or Licensee acquires the Hypertherm Materials in, a member country of the European Union or the European Free Trade Association, Territory means all the countries of the European Union and the European Free Trade Association.

34. “Uninstall” means to remove or disable a copy of Hypertherm Materials from a hard drive or other storage medium through any means or otherwise to destroy or make unusable a copy of the Hypertherm Materials.

35. “Upgrade” means a full commercial version of Licensed Materials (a) which is a successor to or substitute for a qualifying prior release (and may incorporate error corrections, patches, service packs and updates and upgrades to, and may enhance or add to the features or functionality of, the prior release) or different release of Licensed Materials, (b) is provided to a Licensee who has previously licensed the applicable qualifying prior or different release from Hypertherm and (c) for which Hypertherm generally charges a separate fee or makes available solely to customers under Subscription. Whether Hypertherm Materials are an Upgrade may be specified in the applicable License Identification. Whether Hypertherm Materials are an Upgrade and whether Licensee has met the qualifications to license particular Hypertherm Materials as an Upgrade are determined by Hypertherm.

36. “User Documentation” means the explanatory or instructional materials for Software or Supplemental Materials (including materials regarding use of the Software or Supplemental Materials),

whether in printed or electronic form, that Hypertherm or a Reseller incorporates in the Software or Supplemental Materials (or the packaging for the Software or Supplemental Materials) or otherwise provides to its customers when or after such customers license, acquire or Install the Software or Supplemental Materials.

37. “VPN Requirements” means (i) the Licensed Materials are Accessed through a secure virtual private network (“VPN”); (ii) the maximum number of concurrent users Accessing the Licensed Materials (on a Networked Basis or through the VPN) does not exceed the Permitted Number at any time; (iii) all copies of the Licensed Materials are Installed and Accessed exclusively in conjunction with the technical protection device (if any) supplied with the Licensed Materials; and (iv) the VPN connection is secure and complies with current industry standard encryption and protection mechanisms.

Exhibit B

License Types

1. **Stand-alone (Individual) License.** If the License Identification identifies the License Type as a “Stand-alone License” or as an “Individual License,” Licensee may Install a single primary copy of the specific release of the Licensed Materials designated in the applicable License Identification on one (1) Computer, on a Stand-alone Basis, and permit Access to such primary copy of the Licensed Materials solely by Licensee’s Personnel, and solely for Licensee’s Internal Business Needs. Licensee may also Install a single additional copy of such Licensed Materials on one (1) additional Computer, on a Stand-alone Basis; provided that (i) such additional copy of the Licensed Materials is Accessed solely by the same person as the primary copy; (ii) such person is Licensee (if Licensee is an individual) or an employee of Licensee; (iii) such person Accesses the additional copy solely to perform work while away from that person’s usual work location and solely for Licensee’s Internal Business Needs; and (iv) the primary and additional copies are not Accessed at the same time. Stand-alone (Individual) License is for a perpetual term, except as otherwise provided in this Agreement.

2. **Multi-seat Stand-alone License.** If the License Identification identifies the License Type as a “Multi-seat Stand-alone License,” Licensee may Install primary copies of the specific release of the Licensed Materials designated in the applicable License Identification on up to the Permitted Number of Computers, on a Stand-alone Basis, and permit Access to such copies of the Licensed Materials solely by Licensee’s Personnel, and solely for Licensee’s Internal Business Needs. Licensee may also Install additional copies of such Licensed Materials on additional Computers in an amount up to the Permitted Number of Computers, on a Stand-alone Basis; provided that (i) each additional copy of such Licensed Materials is Accessed solely by the same person as the primary copy; (ii) such person is Licensee (if Licensee is an individual) or an employee of Licensee; (iii) such person Accesses the additional copy solely to perform work while away from that person’s usual work location and solely for Licensee’s Internal Business Needs; and (iv) the primary and additional copies are not Accessed at the same time. Multi-seat Stand-alone License is for a perpetual term, except as otherwise provided in this Agreement.

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