

Hypertherm Software

Subscription Benefits

Effective Date: June 1, 2019

Capitalized terms not otherwise defined below will have the meaning assigned to them in the **General Terms**. Subscription benefits may vary depending on the Offering. The subscription benefits set forth here may be updated from time to time. Notice of updates will be posted on the "Effective Date/Updated" link at the top of this page.

Subscription Support

Basics

Hypertherm will provide support for Your subscriptions to Your Support Users as provided in these terms. Support will be provided in English, though other languages may be available on request. A "Support User" is an Authorized User who is designated by You to submit support requests and receive technical support for Your subscriptions. Support requests are prioritized by severity level. Your Support User will initially set the severity level when submitting a support request, but Hypertherm has the right to change the severity level of Your support requests if, in Hypertherm's opinion, the severity level has been set improperly. Your Support Users must use the following descriptions when assigning severity levels to support requests.

Incident Severity Level	Description
Severity 1— Critical	An incident that involves total failure of the Web Services or Software to operate, or inability to access the Web Services or install or access the Software or to use key features, resulting in job data loss or complete interruption of a mission critical job for which no workaround* exists.
Severity 2— Urgent	An incident that involves severe impairment of major Web Services or Software functionality or inability to access the Web Services or Software or to use particular features that will result in long-term impairment of productivity. A workaround may be available. Note that an incident that would otherwise qualify as a Severity 1 incident for which a workaround exists would be a Severity 2 incident.
Severity 3— Standard	An incident that has a limited or minor adverse effect on Web Services or Software operation or involves inability to access the Web Services or Software or to use particular features in a manner that does not substantially reduce productivity. A workaround may be available. Severity 3 incidents also include general usage questions regarding Web Services or Software and requests for clarification of the meaning of Software or Web Services documentation.

* A "workaround" is information or a technique that reduces the adverse effects of an incident on the operation of Software or Web Services but may not entirely eliminate the adverse effect of the incident. A workaround may reduce the severity level of an incident.

Hypertherm is not obligated to provide technical support for Software or Web Services for incidents caused by computer hardware not supplied by Hypertherm, third party software not supplied or specified by Hypertherm, inadequate training of Your Authorized Users on use of the Software or Web Services, or use of Software or Web Services in a manner inconsistent with the Terms. In addition, You agree that Your Support Users will submit support requests only as provided in these terms; provide Hypertherm with any information reasonably requested by Hypertherm to provide support; follow all instructions and perform any preliminary troubleshooting or problem analysis procedures made available by Hypertherm; and implement any fixes, corrections or workarounds recommended by Hypertherm.

Expedited Forum Support

For certain Web Services and Software, in certain Territories, Hypertherm product support specialists will monitor product forums and assist with technical support questions. Hypertherm will use commercially reasonable efforts to provide a response to Your support requests submitted to a monitored forum within two days during local business hours, provided that You have correctly linked Your Software or Web Services account with Your forum account.

Web/Email Support

Web support will be provided to You via Your Support Users, as applicable, during the available support hours set forth in the table below, except that web support may be temporarily unavailable during scheduled system maintenance. Hypertherm's web support-related communications will generally be posted to Your Hypertherm Account, and Your Support User will be notified of the posting of the information by email. Your Support User may also be contacted by email or telephone for specific incidents in Hypertherm's discretion.

Hypertherm will use commercially reasonable efforts to respond to Your web support requests during the applicable regional support workweek within these target times:

- For Severity 1 – Critical web support requests within two hours;
- For Severity 2 – Urgent web support requests within four hours;
- For Severity 3 – Standard web support request within eight hours.

The applicable support workweek for each Hypertherm business region are shown below.

Asia-Pacific Region

Monday through Friday SGT (UTC+8), excluding regional holidays

North America Region

Monday through Friday, EST/EDT (UTC -5/UTC -4), excluding regional holidays

South America Region

Monday through Friday, EST/EDT (UTC -5/UTC -4), excluding regional holidays

EMEA Region

Monday through Friday, CET/CEST (UTC +1/UTC +2), excluding regional holidays

*For certain Software or Web Services, the applicable local support hours may be those for a single region or single country within a given region, irrespective of where Your support request originates geographically.

Telephone Support and Support Hours

In addition to expedited forum support and web support, Your Support Users may submit support requests by scheduling a telephone call with one of Hypertherm's product support specialists. Telephone support may be available to Your Support Users during the applicable regional support workweek. Requests for telephone support may be submitted to any regional Hypertherm support call center.

Other Modes of Subscription Support

In addition to web support and telephone support, Hypertherm may offer additional modes of support from time to time. Examples may include support for Software and Web Services APIs provided via Hypertherm Developer Network, remote desktop troubleshooting, online chat and access to curated technical support resources, including articles, videos and similar content.

Global Travel Rights

Benefits

During the Term of Your single-user or multi-user subscription (as applicable), provided that You purchased such Subscription in Your Home Country, and subject to the other conditions shown in the Conditions section, below, You and Your Authorized Users may install and access the Software covered by Your Subscription together with any eligible previous versions to which You may have access pursuant to Your Previous Version Benefits and related materials (which may include ancillary products or services) outside the Territory. "Home Country" means the country in which You reside if You are an individual or the country in which You are incorporated, chartered or otherwise organized if You are a legal entity. Subscription Support for Software while outside of the Territory is available according to the support hours for the country and region in which You are traveling rather than those applicable in Your Home Country.

Conditions

For multi-user subscriptions, installation of and access to the Software and related materials outside of the Territory may only be on a portable computer or other mobile device that travels with You or Your employees. Such Software may not be copied or transferred to any other computer or other mobile device or accessed by anyone other than You or Your employees while outside the Territory. Please note that Authorized Users other than You or Your employees are not eligible for Global Travel Rights.

Home Use Rights (For Multi-User Subscription Only)

Benefits

Subject to satisfying the conditions listed in the Conditions section, below, if You have a multi user subscription, You or Your employees may, subject to the Terms, install and access a second copy of the Software, including any previous versions You may be entitled to use in connection with the previous version subscription benefit, and any related materials on a computer located in the Territory but away from Your business site to be used solely for Your own internal business needs, which may also include employee training on use of the Software, (such second copy, “Home Use Software”). Note that if You have a single-user Subscription, You do not need Home Use Rights because single-user Subscription permits installation of the Software on up to three electronic devices per Authorized User, and it does not require that the electronic devices be owned or controlled by You.

Conditions

Use of Home Use Benefits is subject to these conditions:

- The number of additional Home Use Software copies that You or Your employees install may not exceed the number of seats of multi-user Subscription You have;
- You must follow the processes and policies set out from time to time by Hypertherm for requesting and using Home Use Software;
- You or Your employees may not access both multi-user Subscription seats and corresponding Home Use Software copies at the same time (e.g., when You or Your Authorized User has a multi-user Subscription seat checked out, and Home Use Software copy associated with that seat must be inactive, and vice versa);
- Your right to use a Home Use Software copy starts when Hypertherm issues you a Home Use authorization code and ends on the earlier of termination or expiration of your multi-user subscription or twelve (12) months from the date of issuance of the authorization code;
- Home Use Software copies may not be upgraded to newer Software versions, and in the event of loss, will not be replaced or reissued;
- Support benefits do not apply to Home Use Software copies; and
- If an employee in possession of a Home Use Software copy leaves Your employment, You are responsible for ending that former employee’s access to any Home Use Software copies, including any copies in that employee’s possession.

If You acquire a Switched Subscription, You or Your employees may continue to use Home Use Software copies authorized and activated prior to the switch if the same Software is included in the Switched Subscription. If the same Software is not included in the Switched Subscription, You and Your employees must cease using the Home Use Software copies upon switching.

Previous Version Rights

Benefits

The Previous Version Right creates an exception to the general rule contained in the Terms requiring You to uninstall Software previous versions when You install a new version upgrade to that Software. Single-user subscribers are permitted to install and non-concurrently access eligible previous versions of

the Software. Authorized Users of multi-user subscribers are permitted to concurrently install and access the current version and eligible previous versions of the Software so long as such use in the aggregate does not exceed the total number of copies of the Software permitted by Your multi-user subscription. In each case, Your use of previous versions of the Software is subject to the same scope of use and other restrictions as the current version of the Software (e.g., license type, license version, license quantity, etc.).

Limitations

Hypertherm is not obligated to provide technical support for previous versions. Hypertherm is not obligated to provide You with electronic or physical media for any previous version, nor is it obligated to provide You with new authorization codes or activations for any previous versions. Installation of and access to any previous version is subject to the terms and conditions that apply to such previous version. If Hypertherm provides You with ancillary products that enhance or supplement the previous version, installation and access to such ancillary products is subject to the terms and conditions that accompany such ancillary products. Subject to such accompanying terms and conditions, the terms and conditions that apply to the previous version of Software that the ancillary product is intended to enhance or supplement will also apply. You must follow the processes and policies (if any) set out from time to time by Hypertherm to request and obtain previous versions. If Your subscription expires or otherwise terminates, Your rights to use all Software previous versions covered by that subscription terminate, and You must immediately uninstall and stop accessing such previous versions.

Which previous versions are eligible?

The previous versions listed for the Software on the **Subscription Previous Version Eligible Product List** are eligible for Previous Version Rights.

Generally, but not always, previous versions would be the three prior versions. Typically, when a new version of Software is released, the Subscription Previous Version Eligible Product List is updated and three things happen: (1) the new version becomes the current version, (2) the former current version becomes the most recent previous version and (3) the former oldest previous version falls off the list.

You may use any previous versions on the Subscription Previous Version Eligible Product List plus any previous version Software that You received from Hypertherm and still have in Your possession (either in the form of a media kit for that version or a downloaded copy of that version) that was either the current version or a listed previous version when You received it but was subsequently retired from the list by a subsequent new version release.

If You purchase a Switched Subscription, and the Software from Your original subscription is also included in Your Switched Subscription, You may continue to use the current version and any previous versions You were eligible to use prior to switching of the original subscription Software, as previous versions to the Software are included with Your new Switched Subscription. If, however, the Software included in Your original subscription is not also included in Your new Switched Subscription, You may not continue to use the current or any previous versions of the original subscription Software and instead must uninstall and destroy all versions of the original subscription Software within 60 days after You install Your new Switched Subscription Software. Hypertherm may require You to provide proof that

any original subscription Software required to be uninstalled and destroyed under this section has been uninstalled and destroyed and/or conduct an audit as provided in the **Terms**.

Previous version examples

To help illustrate these concepts, Hypertherm offers the following examples.

Single-user Subscription Example

You purchase two single-user subscriptions to ProNest 2017. At the time of purchase, ProNest 2015 and 2012 are listed as eligible previous versions. The Authorized User of one of the two ProNest 2017 subscriptions downloads and installs previous versions for 2015 and 2012 on her machine, and she also installs each new version upgrade as it becomes available. The Authorized User of the other ProNest 2017 subscription downloads no previous versions but does install each new version upgrade as it becomes available (e.g., ProNest 2019, 2021, etc.). Both subscriptions are renewed annually. Your business needs grow and You purchase a third single-user subscription to ProNest 2021. At the time of the new purchase, ProNest 2019 and 2017 are listed as eligible previous versions.

At this time, here are Your Previous Version Rights for the three subscriptions:

ProNest subscription #1: The Authorized User may use the current version, ProNest 2021, plus she may download and install the currently listed previous versions, ProNest 2019 and 2017, plus she may continue to use each of the earlier versions she installed on her machine, including the previous versions that were on the list when ProNest 2017 was the current version (i.e., ProNest 2015 and 2012). Note that the current and each of the previous versions may be concurrently installed, but the Authorized User may use only one version at a time; different versions may not be in active use simultaneously.

ProNest subscription #2: Similar to the above example, except that because the Authorized User never downloaded and installed the listed previous versions available when the subscription first commenced, and only ever installed each new version upgrade as it became available, this Authorized User may use the current version, ProNest 2021, plus each earlier version she installed, whether as the initial subscription or as a new version upgrade (i.e., ProNest 2019 and 2017).

ProNest subscription #3: Because this is a new subscription, the only previous versions the Authorized User is permitted to download and install are those on the current Subscription Previous Version Eligible Product List (i.e., ProNest 2019 and 2017).

Multi-user Subscription Example

At this time, here are Your Previous Version Rights for the five-seat, multi-user subscription:

Accessible versions include the current version, ProNest 2021; each listed previous version, ProNest 2019 and 2017; plus earlier previous versions no longer on the list but downloaded and installed by Your contract manager when those versions were on the list, ProNest 2015 and 2012. At any time, You may have five copies of the software, in any combination of versions, in active use at a single point in time. This could be one Authorized User concurrently using ProNest 2021, 2019, 2017 and 2015. This could be five different Authorized Users simultaneously using a single copy of any of the eligible versions (e.g., three using one copy of ProNest 2021 each and two using one copy of ProNest 2019 each).

Virtualization Benefits for Single User Subscription

Virtualization Benefits

Notwithstanding anything to the contrary contained in Section 15.3 (Acceptable use of offerings) of these terms, if You are a Single User subscriber (or have purchased Single User subscriptions for your users), You may access and use Offerings on or through the internet or through a wide-area network (WAN) or other non-local network or on or through any virtual private network (VPN), whether using application virtualization technology or remoting virtualization technology, or otherwise, subject to all conditions and limitations contained in these Single User Subscription Virtualization Benefits Terms (the “Virtualization Benefits”).

Limitations

- Not Applicable to Web Services. The Virtualization Benefit excludes Web Services Subscriptions and web services benefits that are included with Software Subscriptions.
- Not Applicable to Specified Software. Not all Hypertherm Software is eligible for Virtualization Benefits. Please contact Hypertherm for details.

Hypertherm will periodically update the Virtualization Excluded Software List to add and remove Software from the list. All additions to the list are applicable prospectively. All removals from the list are retroactive.

Example 1: You acquire six Single User subscriptions for particular Software and at that time the Software is not listed on the exclusion list. Later Hypertherm adds that Software to the exclusion list. You may use the Virtualization Benefits with each entitlement for that Software that You purchased prior to the Software being added to the list, but You may not apply Virtualization Benefits to any subsequently purchased subscriptions for that Software after the Software has been added to the list.

Example 2: You acquire six Single User subscriptions for particular Software and at that time the Software is listed on the exclusion list. Later Hypertherm removes that Software from the exclusion list. Subsequent to the date of removal, You may apply the Virtualization Benefits to any or all of Your six subscriptions for that Software.

Conditions on Support for Virtualized Software

For Software that You virtualize under the Virtualization Benefit, Hypertherm will support such Software pursuant to the Subscription Support Benefit terms provided under these Terms, except that Hypertherm is **not** obligated to provide support services for support requests where the reported incident cannot be reproduced by Hypertherm on a physical machine, outside of any virtualization environment. Hypertherm has no obligation to provide support for incidents to the extent caused by or related to any third-party virtualization software or Your virtualization environment, including, without limitation, no obligation to assist with compatibility or interoperability issues related to use of any Hypertherm Software with any third-party virtualization software or with Your virtualization environment.

“Certification” Disclaimer; Assumption of Risk

Hypertherm may publish from time to time on its Software product home pages, Hypertherm Knowledge Base and similar Hypertherm web properties, or in product related documentation or in other contexts, information regarding use of Software in virtualized environments (collectively, "Certification Information"). Such Certification Statements are provided merely as a convenience to You for informational purposes and reflect only such limited testing as Hypertherm has performed with respect to specific versions of specific Software used with specific third-party virtualization technologies and/or specific virtualization environments. Certification Information is provided on an "as is" basis and may contain errors, inaccuracies, incomplete information and other misstatements. If You intend to use the Virtualization Benefits, You should perform Your own independent compatibility assessment before doing so.

By using the Virtualization Benefits, You acknowledge that such Certification Information does not constitute any form of promise or commitment of any particular level of compatibility between any Hypertherm Software and any third-party virtualization technology. If You use the Virtualization Benefits, You assume all risks associated with such use, including, but not limited to incompatibility between Software and third-party virtualization technology and/or Your virtualization environment.