

**SUPPLEMENTAL TERMS AND CONDITIONS FOR USE OF THE
REVEAL® ACTIVATION PLATFORM WITH THE HYPERFILL® SOLUTION**

THESE SUPPLEMENTAL TERMS AND CONDITIONS OF SALE (“SUPPLEMENTAL TERMS”) ARE INCORPORATED INTO THE TERMS & CONDITIONS OF SALE - ARC WELDING PRODUCTS & SERVICES (“TERMS”), FOUND AT <https://www.lincolnelectric.com/en/legal-information>, AND APPLY TO ALL USE AND ACCESS TO THE REVEAL ACTIVATION PLATFORM (“PLATFORM”) WITH THE HYPERFILL SOLUTION (“SOLUTION”).

1. **Platform Purpose.** The REVEAL Platform activates the HyperFill specific modes on an applicable Power Wave® or PIPEFAB™ machine.
2. **Purchase Options.** Customer may acquire a limited license (“License”) to use the HyperFill SOLUTION as follows: (i) for a fee based upon consumed wire weight (lbs. or kg) or stated time period (180 continuous days) (“Fee Based License”); or (ii) for no recurring license fee through the purchase of Seller’s (as that term is defined in the Terms) wire product as the exclusive wire used on the Customer’s HyperFill system. The Customer’s method of accessing and paying for the SOLUTION may be changed at any time with written notice to Seller.
3. **Purchase of Seller Wire Product.** The License fee will be waived for Customers that elect to access the SOLUTION through the purchase of the Seller’s wire product. In such instance, the License is provided at no cost to the Customer so long as the Customer allows Seller to verify Seller’s wire use. Seller will also provide the Customer with License renewals, as needed, based upon the type of License.
4. **Renewal of Fee Based License.** A Fee Based License (consumption-based or time-based) must be renewed by the Customer according to the applicable License term.
5. **Fee Increases.** Seller reserves the right to change the price for any License at any time, without notice.
6. **No Liability for Down Time.** Seller is not liable for any expenses or losses at all related to any equipment down-time or associated with the expiration or termination of a License whether through a Fee Based License or wire product. The REVEAL Platform is provided “as-is” and Seller makes no warranty that operation of the REVEAL Platform will be uninterrupted or error free or that any defects will be corrected.
7. **Non-Refundable.** All License purchases are non-refundable. A Customer may purchase multiple 180-day or other quantity based licenses at any time.
8. **Gateway Pendants.** Any License accrued on a Gateway pendant, which is the hardware required to access the Platform, can be transferred between applicable HyperFill capable machines by relocating the Gateway pendant.
9. **Hardware Failure.** License credits lost due to a hardware failure covered under the warranty of the Gateway pendant will be replaced at no charge. Proof of purchase is required for replacement of a Fee Based License. Seller will not be liable for any down time at all associated with loss of access to the PLATFORM or SOLUTION due to hardware failure.
10. **Analytics.** Customer acknowledges that Seller may track usage of the Platform by Customers for analytical, statistical, or benchmarking purposes and for creating analytics related to the use of the Platform (“Analytics Data”). Analytics Data is created and maintained on an anonymized basis and does not identify individual data subjects. We retain all right, title and ownership of the Analytics Data (including all derivative works thereof).
11. **Ownership.** As between the Customer and Seller, Seller owns all right, title and interest in and to the REVEAL Platform, all work product related to the REVEAL Platform, and all enhancements, derivatives, and modifications thereof and all intellectual property rights in any of the foregoing.