



Octave Cloud

Software Products Policy

June 2026



1. Overview and Definitions

This Software Products Policy sets out the current software product and licensing requirements of the Octave Cloud Services Agreement (formerly HxGN Smart Cloud Services Agreement) (“Agreement”).

If Customer has a signed Agreement that was executed prior to the Octave rebranding and has not been amended to accommodate the new branding, the short form references of “Octave” herein shall mean “Hexagon” as defined in the Agreement.

Defined terms not explicitly defined herein shall be as defined in the Agreement.

- a) “AI Functionality” means any machine learning or model-based capability embedded in or delivered with a Software Product, excluding third-party AI features independently selected and operated by Customer.
- b) “Application(s)” means Octave mobile applications available for purchase or included with the Cloud Services that enable users to use a Software Product license utilizing a Device. Applications may be included with the Software Products procured hereunder or purchased separately under this Agreement. Unless separately identified, Applications are included in the Software Products definition.
- c) “CH Licenses” means licenses with “Concurrent Hosted Use” and/or “CH” prefix in the license description.
- d) “Customer Environment” means the Customer’s segment of the Cloud Environment to which the Customer is provided with access and use of as part of the Cloud Services. For the Cloud Services’ Software Products that are multi-tenant, the Customer Environment shall collectively mean the Customers’ tenants.
- e) “Licensee” means Customer.
- f) “Licensor” means Octave.
- g) “Named User” means a User who is authorized by the Licensee to use the Software Product and associated Software Product programs on the designated system under the terms of the License Agreement, regardless of whether the individual is actively using the Software Product programs at any given time.
- h) “Subscription Term” shall mean “Minimum Commitment Term” and “Renewal Term” as applicable if Customer signed an Agreement prior to 2024.

2. Support of Software Products in Cloud Services

The primary Software Products titles supported and available in the Cloud Services are as follows. This list is the core Software Product titles only and is not a complete list of Software Products available such as add-ons modules.

- Octave Attune EAM (formerly HxGN EAM)
- Octave Databridge Pro (formerly HxGN EAM Databridge Pro)
- Octave Inconcert (formerly HxGN SDx2)
- Octave Inconcert Core (formerly HxGN SDx®) **
- Octave Attune APM (formerly HxGN APM)
- Octave Sequence Enterprise (formerly EcoSys™)
- Octave Tempo Operating Procedures (formerly AcceleratorKMS)
- Octave Loop Material Readiness (formerly Jovix®)
- Octave Tempo Operations Management (formerly j5 Operations Management Solutions)
- Octave Forte 3D (formerly Intergraph Smart® 3D)
- Octave Forte Review (formerly Intergraph Smart® Review)
- Octave Facets P&ID (formerly Intergraph Smart® P&ID)
- Octave Facets Instrumentation (formerly Intergraph Smart® Instrumentation)

- Octave Forte Interop Publisher (formerly Intergraph Smart® Interop Publisher)
- CloudWorx® for Octave Forte 3D (formerly CloudWorx® for Intergraph Smart® 3D)
- SmartSketch®
- Octave Facets Electrical (formerly Intergraph Smart® Electrical)
- Smart Materials
- Octave Forte Reference Data (formerly Intergraph Smart® Reference Data)
- Octave Onsite Construction (formerly Intergraph Smart® Construction)**
- SmartPlant Foundation**+
- Octave Onsite Completions (formerly Intergraph Smart® Completions)
- Octave Aspect Tank (formerly Tank®)
- Octave Aspect Pipe Stress (formerly CAESAR II®)
- Octave Aspect Pressure Vessel (formerly PV Elite®)
- Octave Reliance (formerly ETQ Reliance®)

** These Octave Software Products operate under the concept of a “Site”.

+ Use of SmartPlant Foundation in the Cloud Services is for non-customized or non-bespoke configuration only (i.e. the out of the box functionality which applies to the specific Software Product). Any custom Server or Client developed DLLs constitute customized configuration.

3. License Types

Subject to the terms of Agreement, Octave grants Customer a subscription license to one or more of the licenses as defined at

https://legaldocs.octave.com/ali/Software%20Product%20License%20Types/Octave%20Software%20Products%20License%20Types_final%20June%202026.pdf. License type availability varies by Software Product title and license type. Not all license types are available as Cloud Services. Except for CH Licenses and Named Users, (which Authorized Users may include Contractors), Authorized Users on the Cloud Services are limited to Customer’s and its Affiliates’ Employees and Staff Augmentation.

4. Octave Software Product Functionality

The full functionality of the Software Product as set out in the Documentation is typically available in Cloud Services to the Authorized User. There are some exceptions to this where the Cloud Services business team manages certain tasks as part of the Cloud Services through the Support and Change Management Policy. These exceptions include items such as Software Product backup, restoration and the creation of Customer Environments, Sites, plants, and/or domains for that specific Software Product.

5. Databases

If a Software Product only operates with a specific relational database (e.g. Oracle), Octave will support such relational database. The majority of Software Products will make use of Microsoft SQL Server or Oracle relational databases. By default, most Software Products will use a Microsoft SQL database except for Forte Reference Data and Smart Materials which can only operate with Oracle web and database servers. Where Microsoft SQL Server can be used, Customer shall be required to convert to a SQL database before onboarding to the Cloud Services.

Subject to the preceding paragraph, Octave will:

- setup and maintain Software Product databases;
- monitor and maintain good operation of the Software Product databases;
- perform periodic database performance tuning;
- perform daily backups of these databases; and
- Authorized Users will not be allowed to access or manage databases or any other underlying infrastructure components other than through the user interfaces provided by Software Products.

Software Products delivered by Cloud Services may have database type and version restrictions that vary from Octave published documentation for on-prem products.

6. Third Party Software Products used by Octave to deliver functionality or support Software Products in Cloud Services

Only Third Party Software Products provided by Octave as part of the standard Cloud Service are supported. No other third party software requested by Customer will be deployed or supported in the Customer Environment.

7. Client Access Prerequisites

Subscription Fees or other fees payable for Cloud Services do not include Microsoft® Office licensing which is required for the Software Products delivered via the Octave Cloud to have complete functionality. Customer is required to maintain a valid Office 365 Pro Plus (or latest equivalent) subscription for each User. If Customer does not have valid Office 365 Pro Plus subscriptions for their Users or their Users are unable to electronically validate the Office 365 Pro Plus license via the Intergraph Smart Cloud licensing verification service, then Customer will be required to either obtain verifiable Pro Plus subscriptions from Microsoft or purchase Microsoft Office capability through an optional additional cost service of Intergraph Smart Cloud. Office Pro Plus is the current authorized subscription by Microsoft for use in Cloud Service providers. This license/subscription type and compliance requirements are subject to change at the sole discretion of Microsoft.

Cloud Services supports several client web browsers and the most recent version of each browser is highly recommended. Refer to the Documentation for the applicable Octave Software Product or as otherwise available in Octave Smart Community.

Customers' personal computing devices must have a Citrix® Receiver, Citrix® Workspace, or FileCatalyst Agent installed to access some Octave Software Products. Refer to the applicable Octave Software Product Documentation for the supported versions or as otherwise available in Octave Smart Community.

8. Non-Production Customer Environments

Some Cloud Services subscriptions may include in the Subscription Fees one on or more Non-Production Customer Environments. Information on which Software Product Cloud Services licenses include Non-Production Customer Environments are stated on the Additional Product Terms documentation or Quote. The Additional Product Terms documentation is hereby incorporated herein.

9. License Compliance and True Up

a) Monthly Active Users (MAUs).

- a. The amount of MAUs on the initial MAU Quotation shall be the target number of the MAUs for the Customer. Customer shall be entitled to a review and "true-up" on an annual basis during the Subscription Term identified in the Quote. During this true-up period, Customer's actual MAU usage from the previous year shall be measured against the MAUs on the Quote. If Customer has used more than the quoted number of MAUs, Customer shall be promptly invoiced for each additional MAU at the per MAU unit rate from the Quote. If Customer's actual MAU usage is below the target MAU usage for any year during the Term, the number of unused MAUs may be rolled over and credited for use in the following calendar year of the current Subscription Term.

b) Asset Twin.

At the end of each year of the Subscription Term, Octave shall conduct a remote audit to determine any overage by Customer. If Customer has exceeded the scope of usage, Octave will submit an invoice to Customer for the overage.

10. Additional Product Terms

Some Software Products may have additional technical terms. Such terms are available on the Additional Product Terms documentation and are hereby incorporated herein.

11. Applications

- a. In addition to the Octave Cloud Services Agreement, Applications are subject to the Mobile Applications Terms of Use Policy.
- b. Unless otherwise stated on the Quote, the Applications are a distinct and separate product from Cloud Services and does not constitute an update to the Cloud Service.
- c. Offline usage of Applications will be counted as a consumption of a license (e.g. Concurrent User of Octave Reliance) .

12. AI Functionality

- a. In addition to the Agreement, use of AI Functionality provided with Cloud Services and Software Products are subject to the Mobile Applications Terms of Use Policy.

13. General

- a. **Fair Use.** In order to give all of our customers fair access to the Cloud Services ("Fair Use"), Octave may monitor technical usage of certain Software Products (e.g. Octave Reliance). Octave does not charge extra costs when the Cloud Services are used reasonably and normally. In order to determine the scope of Fair Use, Octave takes into account Customer's contract and the observed usage of other Octave customers. In the event Customer's usage of the Cloud Services materially exceeds Customer's allotted storage, Octave will contact Customer to discuss the situation and potential alternatives. If Customer does not reduce its usage, Octave reserves the right to charge for additional usage, limit the available storage, bandwidth, database usage, API usage or allowed notification emails and volume of tickets, for example.
- b. To prevent a negative effect of excessive system traffic on Customer's user experience or that of other Octave customers, Octave will compare Customer's usage to the average use of all our customers. If Octave detects a situation that could lead to a decrease in service, Octave will contact Customer to discuss the situation and may intervene by moving Customer to its own load balancer or isolated server which will incur additional costs.
- c. To reflect the new Octave branding and vision, the Octave software products are in the process of being rebranded. The new branding stated herein might not be reflected in the Software Product and associated Documentation as of the release date of this policy but such changes are imminent.

14. ETQ

- a. **Access to Octave Insights.** Customers that are subscribers to Octave Insights may access Octave Insights dashboards through its Authorized Users solely to: (a) interact with visualizations generated by Octave, or through Octave's use of Octave Insights, and based on Customer Data; and (b) create visualizations using Customer Data, provided that in each case such Customer Data is relevant to Octave's provision of Octave Insights to Customer. Customer may not access Octave Insights for any other purpose.
- b. **Publishing Customer Data.** Customer may not publish its own data to Octave Insights or use any data other than Customer Data published by Octave to Octave Insights.
- c. **Quality Data Lake.** Customers that are subscribers to the Octave Reliance Quality Data Lake ("QDL") may access the QDL: (i) through its own business intelligence tools; or (ii) by extracting the data in bulk. Customer Data will be published to the QDL directly from Octave Reliance; Customer may not publish its own data to the

QDL. Octave will not be responsible for the security, confidentiality or integrity of Customer Data shared outside of the QDL.

- d. **Additional Terms For Certain Octave Reliance Products.** In addition to the terms in the MSA, the following products have supplemental terms to accommodate the third party licensor terms.
 - a. The Supplemental Terms of Augmentir™ Services apply as to the Octave Reliance Connected Worker Solution software.
 - b. The Supplemental Terms of Acerta™ Services apply as to the Octave Reliance Predictive Quality Analytics software.