



Supplemental Terms for Augmentir™ Services

These Supplemental Terms for Augmentir™ (the “Supplemental Terms”) are by and between Octave and the company or other legal entity accepting this Agreement or represented by the individual that accepts this Agreement (“**Customer**”). These Supplemental Terms amend the Master Subscription Agreement or other written software license agreement executed by Octave and Customer (collectively, “**MSA**”).

DEFINITIONS. In addition to any other terms defined in the MSA (as applicable), the following defined terms will have the following meanings:

“**Augmentir Service**” means a cloud-based connected worker platform that, based on the SKUs licensed, enables customers to build and track skills, author and execute work instructions, capture data measurements for quality, safety, operations, and maintenance activities, provide remote assistance via chat or video, and integrate to enterprise applications such as Octave Reliance (formerly ETQ Reliance®). The Augmentir Service is a distinct and separate software product from Octave Reliance and does not constitute an Update to the Software or Services.

“**Named User**” means a single human being authorized by Customer to use the Augmentir Service and whose name and/or user ID is recorded in the access control system for the Augmentir Service, at all times up to the maximum number of Named User licenses purchased by Customer, as specified in these Supplemental Terms or any subsequent Quote, made part of this Agreement.

“**Cloud Services**” as defined in the MSA shall expressly include the Augmentir Service, and this modified definition shall apply to all references to Cloud Services in the MSA and these Supplemental Terms.

“**Software**” as defined in the MSA shall expressly include the software for the Augmentir Service, and this modified definition shall apply to all references to Software in the MSA and these Supplemental Terms.

“**Third Party Code**” means any components of the Augmentir Service that are owned by third parties.

1. Cloud Services

1.1. Subscriptions. The Augmentir Service (a) is purchased as a subscription on a Named User basis, (b) subscriptions for Named Users may be added during a subscription term at the pricing currently in effect for Customer, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

1.2. Rights in the Cloud Services. The rights and licenses granted to Octave in the MSA shall be extended to Augmentir, Inc. as a licensor of the Augmentir Service to Octave.

2. Product Specific Terms. In addition to any usage restrictions described in the MSA, the following restrictions apply to Customer’s use of the Augmentir Service:

2.1. License Restrictions. Except as expressly permitted by the Agreement, and in addition to the restrictions contained in the MSA, Customer shall not: (a) decompile, disassemble, or otherwise reverse engineer the Augmentir Service or any Third Party Code or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Augmentir Service or Third Party Code by any means whatsoever; (b) distribute, sell, sublicense, rent, lease or use the Augmentir Service or Third Party Code for time sharing, hosting, service provider or like purposes; (c) remove any product identification, proprietary, copyright trademark, service mark, or other notices contained in the Augmentir Service or Third Party Code; (d) modify any part of the Augmentir Service or Third Party Code, create a derivative work of any part of the Augmentir Service or Third Party Code or incorporate the Augmentir Service or Third Party Code into or with other software; (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Augmentir Service; (f) enable access to the Augmentir Service for a greater number of Named Users than the sum quantity of licenses purchased on the applicable Quote(s); (g) reassign license rights between Named Users so frequently as to enable a single license to be shared between multiple users; (h) assert, or authorize, assist or encourage any third-party to assert, against Octave, or any of their affiliates,

customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding the Augmentir Service or Support or Consulting Services you have purchased or used hereunder; or (i) act as a Service Bureau or Marketing Service Provider.

- 2.2. Named Users.** Named Users shall be limited to Customer's and its Affiliates' employees, agents and consultants, provided that any such agent or consultant shall first execute a Confidentiality Agreement that provides substantially the same confidentiality protections as in the Confidentiality section of the MSA, and Customer has paid Octave the applicable Named User license fee for each Named User. Customer shall be responsible for any damages resulting from access to or use of the Augmentir Service by its employees or such third parties.
- 2.3. Customer's Responsibilities.** Customer is responsible for ensuring that use of the Augmentir Service to store and transmit Customer Data is compliant with all applicable laws and regulations as well as any and all privacy policies, agreements or other obligations Customer maintains or enters into with its Named Users. Customer maintains all responsibility for determining whether the Augmentir Service or the information generated thereby is accurate or sufficient for its purposes and neither Octave nor its licensors shall have any liability with regard to the accuracy or sufficiency of the Augmentir Service or the information generated by the Augmentir Service.
- 2.4. Clarification.** For avoidance of doubt, the warranty terms, limited liability provisions, and Customer indemnification obligations of the MSA shall expressly apply to these Supplemental Terms.
- 2.5. Augmentir Service Documentation License.** Customer is granted a nonexclusive and nontransferable license for each Named User to download and use a single copy of the Documentation in connection with its use of the Augmentir Service, subject to all applicable restrictions, except that each Named User may make a single copy of the Documentation solely for backup or archival purposes. Customer shall reproduce, preserve, and include all copyright and other proprietary rights notices on any such copies, including partial and physical copies in any form. Documentation includes downloadable documents, videos and interactive wizards and any other media which describes the functionality and usability of the Augmentir Service.
- 2.6. Additional Named Users.** Use of the Augmentir Service is subject to the total number of Named Users purchased by Customer. Octave will invoice Customer for any Named Users in excess of the number of purchased Named Users at Octave's then-current rates. If Customer does not timely pay for such additional Named Users, Octave may, in its sole discretion, suspend Customer's and its Affiliates' and its and their Named Users' access to the Augmentir Service or terminate the Agreement in accordance with the MSA. In addition, Customer may purchase access to the Augmentir Service for additional Named Users at Octave's then current pricing as stated in the applicable Quote.
- 2.7. Protection of Customer Data.**
- 2.7.1.** The Privacy Policy available at <https://www.augmentir.com/privacy> describes how information is collected, used, and disclosed through use of the Augmentir Service. The Augmentir Service may generate data, including analytics, instructions, and suggestions, based on Customer Data for Customer to use in addressing and improving the quality and productivity of its workforce ("Subscriber Output"). Subscriber Output is and shall be the property of Subscriber.
- 2.7.2.** Whenever Customer interacts with the Augmentir Service, usage data may be collected and recorded, including but not limited to, that information related to the length of time that procedural steps take, the number of procedures executed, the specific features of the Augmentir Service utilized by Named Users and the types and frequency of errors that occur ("Usage Data"). Usage Data is collected in aggregate form, and not in a manner that would identify Named Users personally. Octave and its licensors anonymize Subscriber Output (Usage Data and anonymized Subscriber Output collectively "Aggregated Data"). Octave and its licensors generate Aggregated Data to assess and improve the use, functionality, and provision of the Augmentir Service. Aggregated Data is and shall be the sole and exclusive property of Octave and its licensors and Octave and its licensors may use such Aggregated Data for any and all purposes in its sole discretion.

- 2.8. Augmentir Backup.** The Augmentir Service replicates all customer data between two regions to protect against regional disasters, with infrastructure that is resilient to a single data center failing due to flooding, fire, cooling failure, etc. The Augmentir Service currently uses the Microsoft Azure platform to perform backups every 4 hours which are stored in two geographically distinct regions and retained for 72 hours. This type of backup is intended to enable Customers to restore their data in the unlikely event of data corruption or inadvertent customer data deletions.
- 2.9. Augmentir Access.** Customer understands and agrees that Octave and its licensors shall have the right to access Customer's instance(s) of the Augmentir Service during the term of the Agreement as necessary to provide the Augmentir Service, administrative activities, customer support, and other activities, which Customer acknowledges are essential in order for Octave to meet its obligations hereunder.