



Artificial Intelligence Terms of Use

These Artificial Intelligence Terms of Use (“Terms”) are part of the Octave Cloud Services Agreement (previously titled HxGN Smart Cloud Services Agreement), Octave Software License Agreement (previously titled Software License Agreement for Hexagon’s Asset Lifecycle Intelligence Division’s Software Products) or other written software as a service or license agreement (the “Agreement”) that govern the use of and access to the Software Products. Capitalized terms used in this document and not defined in this document shall have the respective meanings set forth in the applicable Agreement. Notwithstanding anything to the contrary in the Agreement, these Terms shall take precedence over any conflicting terms or conditions in the Agreement as they pertain to the AI Functionality described in these Terms. Use of AI Functionality constitutes acceptance of these Terms in addition to the Agreement.

If the Agreement 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.

1. Definitions

- 1.1 “AI Credits” is the unit of measurement in which the AI Functionality may be used in the Software Product. The AI Credit unit of measurement differs by Software Product and an allotment may be included in the Software Product part or may be required to be purchased separately. The unit of measurement applicable to the Software Product shall be as defined in the Quote or in the Documentation. Unless otherwise stated on the Quote, AI Credits are purchased annually in advance and if not consumed shall expire at the end of such quoted Subscription Term.
- 1.2 “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.
- 1.3 “Customer” means the company or other legal entity that entered into the Agreement.
- 1.4 “EU AI Act” shall mean the then current European Union Artificial Intelligence Act.
- 1.5 “Results” means any results or output generated while using or otherwise generated by the AI Functionality included in the Software Product.
- 1.6 “Software Product” means the Octave Group Company software applications procured by Customer which include AI Functionality. Software Product may be software as a service or on-premise software, as available. Not all Software Products have AI Functionality.

2. AI Functionality

- 2.1 The AI Functionality may vary by Software Product. Please see the Documentation for the technical information on the AI Functionality by Software Product.
- 2.2 The AI Functionality in some Software Products may rely on third-party AI functionality providers (.e.. model providers) (“AI Providers”). Customer Data may be transmitted to AI Providers to the extent necessary to generate the Results for Customer.



- 2.3 Customer acknowledges that the legal framework applicable to and the interpretation of competent courts and authorities regarding the use of artificial intelligence is evolving and may be subject to future changes. If a change in law or the interpretation of a competent court or authority results in restrictions in the use of certain technology in the Software Products, Customer acknowledges and agrees that the scope of use shall automatically be reduced to comply with applicable law. Octave reserves the right without notice and without penalty to amend, replace, or discontinue any impacted technology as Octave in its sole discretion believes is required to comply with applicable law.

3. Octave's Obligations

3.1 Octave shall:

- (a) perform reasonable due diligence on AI Providers, as applicable;
- (b) implement industry standard safeguards and usage restrictions;
- (c) comply with all laws related to AI to the extent that such laws are expressly applicable to Octave's provision of AI Functionality. Unless expressly designated in writing, the AI Functionality are all general purpose AI models under the EU AI Act. Unless separately agreed to in writing, under no circumstance does Octave does provide nor shall it assume obligations for "high-risk systems" under the EU AI Act; and
- (d) cooperate in good faith to provide documentation required by Customer's compliance obligations or by applicable law.

4. Rights and Restrictions of Use

- 4.1 Except as stated herein, Customer and their Authorized Users may the AI Functionality and the corresponding Results to the same extent as permitted to use the Software Product under the Agreement.
- 4.2 At all times, Customer and their Authorized Users in their use of the AI Functionality shall not violate any applicable laws or regulations, including export control regulations and sanctions of the European Union, the United States of America and the United Nations, applicable privacy law, and any and all laws related to AI Functionality to the extent that such laws, by their terms, are applicable to Customer's use and of AI Functionality. Customer shall not use AI Functionality in any manner that is prohibited by or exceeds applicable law (including under Article 5 of the EU AI Act).
- 4.3 The AI Functionality is provided by Octave as a tool (i.e. assistant to human use) only and any Results therefrom are for assistance and information purposes only. The AI Functionality included in Software Products is not required to use the Software Products and Customer's and their Authorized Users' use of the AI Functionality is entirely at your election. The Results do not entail or constitute legal, financial, operational or professional advice. Customer and their Authorized Users' should evaluate the potential risks of your use of the AI Functionality and implement appropriate human oversight, testing, and other use case-specific safeguards to mitigate any and all risks in their use of the AI Functionality.



- 4.4 The Results may depend on the quality of the input data or other source content on which the Results are based. Customer and their Authorized Users are solely responsible for all decisions made, advice given, actions taken, and failures to take action based on their use of the AI Functionality. Customer and their Authorized Users acknowledge and accept the AI Functionality may produce inaccurate or inappropriate Results and that Customer and their Authorized Users are responsible for ensuring your use of any Results is accurate and appropriate.
- 4.5 Customer and its Authorized Users will not:
- (a) Use the AI Functionality or Results to develop, train, or improve other AI functionality or services;
 - (b) Use web scraping, web harvesting, or web data extraction methods or otherwise decompile, reverse engineer, or disassemble the AI Functionality or the Software Product for any reason including but not limited to extracting data;
 - (c) Circumvent technical or security measures made available by Octave or its licensors with the AI Functionality; and
 - (d) Send, store, or otherwise process with the AI Functionality any personal health data, credit card data, personal financial data or other such sensitive data which may be, without limitation, subject to the Health Insurance Portability and Accountability Act, Gramm-Leach-Bliley Act, or the Payment Card Industry Data Security Standards.

5. Ownership

- 5.1 Unless otherwise agreed with Customer in a separate writing, Customer retains all ownership and intellectual property rights in and to Customer Data.
- 5.2 To the extent permitted under applicable law, Customer shall own all Results generated by AI Functionality based on Customer Data (“Output”). The Results may not qualify for intellectual property protection. Due to the nature of artificial intelligence, similar or the same Results may be produced by the AI Functionality in response to similar requests from other Octave customers. Customer acknowledges that the Output may be similar to or the same as Results provided to other customers, and no rights to any Results generated, provided, or returned by the AI Functionality for or to other customers are granted to Customer under this Agreement.
- 5.3 Notwithstanding anything else stated, Octave retains all ownership and intellectual property rights in and to the Software Products including AI Functionality, anything provided by or on behalf of Octave as part of the Software Products other than the Output, and any derivative works thereof. Octave may host, use, process, display and transmit the Output to the extent required to provide the Software Products in accordance with the Agreement.



6. Disclaimers

ALL AI FUNCTIONALITY SUPPLIED HEREUNDER AND ANY RESULTS THEREFROM ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Octave does not warrant that the functions contained in the AI Functionality will be uninterrupted or error-free or that the Software Product or the services that make the AI functionality available are free of viruses or other harmful components. Octave does not warrant that the AI Functionality contains and or maintains complete and accurate source data and that any Results therefrom are correct or accurate.

7. If any of these Terms are found to be unlawful, invalid or void, the validity and the enforceability of the remaining Terms shall in no way be affected or impaired thereby.