



Supplemental Terms for Acerta™ Services

These Supplemental Terms for Acerta Services (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 Octave Cloud Services Agreement executed by Octave and Customer (each, an “MSA”).

If Customer has a signed MSA 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 MSA.

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

“Agent” means the Acerta software agent which is installed on equipment or servers at a Customer’s facilities in order to transmit data (within parameters set by the mutual agreement of Customer and Acerta) that is created, processed, transmitted and/or stored on such equipment, or on servers relating to such equipment, and to connect and communicate such data to the Servers.

“Servers” means the servers on which the Software resides, which may consist of virtual cloud-based servers hosted by third party cloud service providers.

“Model Executable” means certain software models that have been developed on the Software to perform result or prediction generation, and that are packaged into an executable model which can be installed on equipment or servers at the Customer’s facilities to perform such result or prediction generation functions locally at Customer’s facilities, as more specifically described in Schedule A attached hereto.

“Service” for the purposes of these Supplemental Terms, means worldwide use of the Software through the Agent, Software and Model Executable, and worldwide ability to obtain certain data from supported equipment at Customer’s facilities respecting the manufacture of Customer’s products, transmit such data to the Servers, have such data analyzed through the Software and Model Executable, and obtain a report through the Software and/or separately from Octave respecting defects that were predicted or detected by the Software and/or and Model Executable. The Service is a distinct and separate software product from Octave Reliance (formerly ETQ Reliance®) and does not constitute an Update to the Software or Services.

“Software” means the proprietary Acerta software hosted on the Servers, which performs the function of analyzing data transmitted via the Agent utilizing proprietary Acerta algorithms.

1. Services

1.1. Subject to the terms of the Agreement and these Supplemental Terms, Octave will provide Customer and its Authorized Users the Services in the manner described below:

1.1.1. Octave will license the Agent and Model Executable to Customer and its Authorized Users as described in Section 3.1 below to install or have installed such Agent and Model Executable solely on the equipment or servers located at Customer and its Affiliates’ facilities that is supported by Octave (as indicated to Customer by Acerta in writing); and

1.1.2. Where applicable to obtain data or reports, Octave will provide Customer and its Affiliates with access to the Software by means of the Access Information (as defined in Section 1.2).

The specific Services to be provided to Customer and its Authorized Users, including the equipment to be supported, the data to be utilized and the reports to be generated, are as more fully described in Schedule A attached hereto.

- 1.2. Octave will provide Customer with certain Customer-specific authentication information to allow Customer to access the Services, as agreed upon by Octave and Customer (the "Access Information"). The Access Information is provided on the understanding that it is personal to Customer; Customer will not permit anyone other than Customer or its Authorized Users to obtain access to the Services using the Access Information. Octave is not responsible in any way for any misuse of the Services (authorized or unauthorized) by any party accessing the Services using Customer's Access Information.
- 1.3. Customer acknowledges that the Services are dependent the following actions within the control of the Customer: (a) installation of the Agent and Model Executable on equipment and servers at Customer facilities in accordance with Octave instructions, (b) access through the Customer firewall and other necessary permissions to allow the communication over the Internet between the Agent, Model Executable and the Software, and (c) configuration of the Agent and Model Executable and/or Customer systems to permit the transmission of the applicable data.
- 1.4. Without limiting any other provision herein, Customer warrants that it will contractually obligate any party to whom it grants access to the Agent, Model Executable, Software or Services, to use the Agent, Model Executable, Software and Services subject to terms and conditions no less protective of Octave's rights and interests than those set forth in this Agreement.
2. **Data Collection.** In addition to the terms governing Customer Data in the Agreement, the following will apply with respect to the Acerta Services:
 - 2.1. Octave does not assess data transmitted through the Agent for quality or otherwise; metrics, analyses and reports generated through the Software, Model Executable and Services are automatically generated by algorithms, not as the result of any specific examination or judgment of the data by Octave or its employees. It is solely Customer's responsibility to evaluate the accuracy, completeness or usefulness of any Customer Data available through the Services.
 - 2.2. Customer acknowledges and agrees that Octave does not retain an unmodified version of the Customer Data and cannot act as a backup repository for such data. It is solely Customer responsibility to back up any of Customer Data that Customer obtains or uses in conjunction with the Services.
3. **Software, Agent and Servers.**
 - 3.1. Octave hereby grants Customer and its Authorized a personal, non-exclusive, revocable, non-transferable license to use the Agent and Model Executable solely on the equipment or servers located at Customer facilities that are supported by Octave (as indicated to Customer by Acerta in writing), solely for the purposes of Customer's use of the Services. Where applicable, Octave further grants Customer and its Authorized Users a worldwide, non-exclusive, revocable, non-transferable license to use the Software, as accessed through Acerta's web portal, and solely for the purposes of using the Services. Any Agent, Model Executable or Software upgrades, updates or versions shall be provided in Octave's sole discretion, and are subject to the terms and conditions of this Agreement. For greater certainty, by executing this Agreement, Customer agrees that it is providing express consent to having any upgrades, updates or versions of the Software and Model Executable automatically and remotely installed, provided that Octave provides Customer with reasonable notice of such installation; for greater certainty, the Model Executable will be automatically updated by Acerta as described in Schedule A. Customer does not have the right to obtain or use any source code for the Software, Model Executable or Agent.
 - 3.2. Unless otherwise agreed by the parties in writing, installation of the Agent and Model Executable on the equipment or servers located at Customer facilities or in a third party hosting service environment, and use of the Software by Customer, is solely Customer's responsibility. Such responsibility includes: (a) arranging for the installation of the Agent and Model Executable at Customer's facilities (whether such Agent or and Model Executable is installed by Customer on its equipment or servers, or the Customer permits Acerta to perform the installation), (b) maintaining the appropriate Agent settings to permit Customer's desired data to be transmitted and/or processed by the Software and/or Model Executable, and (c) arranging for the provision of one or more suitable Internet connection(s) to allow the communication of data between the Agent and the Servers and/or the Model Executable, and to allow Customer to use the Software. Where Acerta does not perform the installation at Customer's request, Acerta shall provide Customer with an instance of the Agent, and in the case of the Model Executable a Docker Image, which Customer shall be entitled to copy solely to install on the equipment or servers on which Customer wishes to install such Agent and Model Executable. Customer will promptly remove, or arrange for the removal of, the Agent and Model Executable from any equipment or servers upon becoming aware that it does not have the right to install the Agent and/or Model Executable on such equipment or servers.

- 3.3.** Customer acknowledges that the Agent, Software and Model Executable are owned by Hexgaon or its third party licensors, who retains all right, title and interest therein, and is protected by Canadian, U.S. and international copyright laws. In addition, other intellectual property laws (including patent laws) and treaties may protect the Agent, Software, Model Executable and Services. Nothing herein shall be construed as constituting a sale of the Software and Model Executable or any portion thereof to Customer.