



Acceptable Use Policy (AUP) Users of Supplier Portal Policy

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SUPPLIER PORTAL (“SUPPLIER PORTAL”). USE OF THIS SUPPLIER PORTAL INDICATES ACCEPTANCE OF THIS AGREEMENT WITHOUT MODIFICATION. IF YOU DO NOT AGREE TO THE TERMS HEREOF (“TERMS”), DO NOT USE THIS SUPPLIER PORTAL.

All customers of the Supplier Portal and their users (herein “You”) must at all times comply with this Acceptable Use Policy (AUP) and the Customer shall be responsible for all such users who access and/or use the Supplier Portal on its behalf, including for content and/or materials submitted via the Supplier Portal by such users and compliance with this AUP.

Octave without limitation to its other rights, reserves the right, in its sole discretion, without liability or notice to the Customer or user, to disable any user’s access to the Supplier Portal and/or any material stored in the Supplier Portal by such a user, in the event that such access or material (as applicable) breaches the provisions of this policy and/or to disable access to Supplier Portal in the event of a user breaching this AUP.

Octave reserves the right to change the AUP at any time, and such changes shall be effective upon the date they are changed. If any Customer does not agree with such changes, it may terminate this Agreement on written notice to Octave, but in the absence of any such notice, the Customer and their users shall be deemed to have accepted the revised AUP. For the avoidance of doubt, access to or use of the Supplier Portal by a user shall be conditional upon acceptance of this AUP.

The purpose of this AUP is to ensure the responsible use by Customers, and their associated users of the Supplier Portal and its resources and to avoid practices which degrade the usability of the Supplier Portal. This AUP is designed to protect the image and reputation of all customers, the Supplier Portal, and Octave as a responsible service provider, by taking care of confidentiality, availability and integrity of the Supplier Portal. The rules in this AUP are rules for the acceptable use of the Supplier Portal.

Failure to comply with this AUP may result in suspension of or disablement of access to the Supplier Portal or termination of this Agreement.

Compliance Obligations

1. You **MUST** understand your security obligations within your role and abide by them.
2. You **MUST NOT** share user IDs or passwords, it is your responsibility to keep your password confidential. If you believe your account has been compromised change your password and immediately report this to your company authorized Supplier Portal administrator.
3. You **MUST NOT**, or attempt to, access, assist or enable others to access, anything you or they have not been explicitly authorized to access.
4. Your use of the Supplier Portal **MUST** be decent, honest and comply with both legislative and regulatory requirements.
5. You **MUST NOT** attempt to scan, stress, probe, test or carry out any activity that may be deemed to compromise or risk the Confidentiality, Integrity or Availability of the Supplier Portal unless explicitly authorized by an Octave representative to do so.



6. You MUST NOT disable, reconfigure or attempt to bypass any security measures, for example Anti-Virus (unless explicitly authorized by a Octave representative).
7. You MUST NOT use Supplier Portal to harass, defame, defraud, libel, slander, intimidate, impersonate or otherwise abuse another person including other Supplier Portal Customers, Octave or its suppliers.
8. You MUST NOT use Supplier Portal for the creation, collection, storage, downloading or displaying of any offensive, obscene, indecent or menacing images, data or material capable of being resolved into such.
9. You MUST NOT use Supplier Portal for the creation or transmission of material such that this infringes the copyright or intellectual property of another person/organization.

Guidance

In the event of any security issues, incidents or near misses you MUST promptly take all possible steps to notify your company authorized Supplier Portal administrator preserving any supporting information / evidence.

Octave reserves the right to view any material you store on Supplier Portal.

If you're unsure or are concerned about an issue relating to or have a query about this AUP seek guidance from your company authorized Supplier Portal administrator.

Legal Notice

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If you breach any of these Terms, your authorization to use this Supplier Portal automatically terminates. Upon termination, you will immediately destroy any downloaded or printed Materials in your possession or control.

Disclaimers

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Octave does not warrant the accuracy and completeness of the Materials on this Supplier Portal. Octave may make changes to the Materials and services available at this Supplier Portal at any time without notice.

Limitation of Liability

In no event shall Octave or any of its affiliates be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by you or any third party, whether in an action in contract or tort, arising from your access to, or use of, this supplier portal.

Indemnification

You agree to defend, indemnify, and hold harmless Octave, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses or expense, including reasonable attorney's fees and costs, arising out of or in any way connected with your access to or use of this Supplier Portal.

Use of Software

Use of software available on this Supplier Portal is subject to the terms of the end user license agreement that accompanies the software, if any. You may not download or install any software that is accompanied by or includes an end user license agreement unless you have read and accepted the terms of such license agreement. Any such software is the copyrighted work of Octave or its licensors.

Software License Compliance

Octave is dedicated to guaranteeing the preservation of Octave's rights and its software end-users' rights. Due to the worldwide commerce involved, Octave is committed to protecting its own investments and its customers' investments by enforcing fair competition and the correct use of legal licenses of software products in the marketplace.

Personal Information

Personally identifiable information that you submit to Octave via this Supplier Portal will be handled in accordance with the Octave Privacy Policy.

Links to Third Party Websites

This Supplier Portal may provide links to third-party Supplier Portals for your convenience and information. If you access those links, you will leave this Supplier Portal. Third-party Supplier Portals will be governed by their own terms and conditions. Octave does not endorse companies or products to which it links.

Third-party websites are owned and operated by independent parties over which Octave has no control. Octave shall not have any liability resulting from your use of the third-party website. Any link you make to or from the third-party



website will be at your own risk and any information you share with the third-party website will be subject to the terms of the third-party website, including those relating to confidentiality, data privacy, and security.

Trademarks

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Procedure for Making Claims of Infringement

Notifications of claimed copyright infringement should be sent to Octave by mail at the following address: Intergraph Corporation, Attn: Octave Legal Department, 305 Intergraph Way, Madison, Huntsville, Alabama 35758.

US Government Restricted Right

Materials are provided with “RESTRICTED RIGHTS.” Use, duplication, or disclosure of Materials by the U.S. Government is subject to restrictions as set forth in FAR 52.227-14 and DFARS 252.227-7013 et seq. or successor provisions thereto. Use of Materials by the Government constitutes acknowledgement of Octave’s proprietary rights therein.

International Use

You may not use or export Materials in violation of U.S. export laws and regulations. Octave makes no representation that Materials are appropriate or available for use in every country, and access to them from territories where their content is illegal is prohibited.

Octave provides access to Octave international data and, therefore, may contain references or cross references to Octave products, programs and services that are not announced in your country. These references do not imply that Octave intends to announce such products, programs or services in your country.

The Materials are subject to U.S. export control and economic sanctions laws and regulations and you agree to comply strictly with all such laws and regulations. In addition, you represent and warrant that you are not a national of, or otherwise located within, a country subject to U.S. economic sanctions (including without limitation Iran, Syria, Russia, the Crimean region of the Ukraine or its territories, Cuba, and North Korea) and that you are not otherwise prohibited from receiving or accessing the Materials under U.S. export control and economic sanctions laws and regulations. Octave makes no representation that the Materials are appropriate or available for use in every country, and access to them from territories where their content is illegal is prohibited. All rights to use the Materials are granted on condition that such rights are forfeited if you fail to comply with the terms of this agreement.

Revisions

Octave reserves the right to revise these Terms at any time. You are responsible for regularly reviewing these Terms. Your continued use of this Supplier Portal after the effective date of such changes constitutes your acceptance of and agreement to such changes.



Applicable Law

This Supplier Portal is created and controlled by Intergraph Corporation in the State of Alabama. As such, the laws of the State of Alabama will govern these Terms, without giving effect to any principles of conflicts of law. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the United States District Court for the Northern District of Alabama, Northeastern Division, or the Circuit Court for Madison County, Alabama for any litigation arising out of or relating to use of or access to this Supplier Portal (and agree not to commence any litigation relating thereto except in such courts), waive any objection to the laying of venue of any such litigation in such Courts and agree not to plead or claim in any such Courts that such litigation brought therein has been brought in an inconvenient forum. Some jurisdictions do not allow the exclusions or limitations set forth in these Terms. Such exclusions or limitations shall apply in all jurisdictions to the maximum extent allowed by applicable law.