

Spectades HxGN EAM Cloud

Software Products and Licensing Policy

Defined terms not explicitly defined herein shall be as defined in the Spectades HxGN EAM Cloud Services Agreement.

1. Definitions

- a) "Asset" means a physical asset (such as a pump, motor, compressor, heat exchanger, etc.)
- b) "Device" means any technical device that can be used for creating, storing, or transmitting information in the form of electronic data including but not limited to a PC, workstation, terminal, personal digital assistant (PDA), tablet, mobile phone, shop floor computer, and handheld scanner.
- c) "Digital Content Unit" means a piece of content with its own title, associated meta-data, draft/publish state and is searchable by end users for consumption or use including, but not limited to procedures, sub-procedures, processes, training manuals, assessments, training plans, "lessons learned", HSSE training, and management of change training. A Content Unit typically arises as a result of electronic import, manual input or derived from Templates.
- d) "Templates" means the Spectades patented and copyrighted template technology which is used to create the Content Units and includes core base content which could be made up of asset profiles, common statements, content types, roles, and other application data.

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 primary Software Product titles only and is not a complete list of Software Products available such as add-on modules.

- HxGN EAM
- HxGN EAM Databridge Pro
- HxGN EAM Python Studio
- HxGN EAM Constraint Optimizer
- HxGN APM

3. License Types

License types available for the Cloud Services versions of the Software Products vary. Except for Hosted Concurrent User, Connector Named User, or Named User licenses, Authorized Users on the Cloud Services are limited to Customer's and its Affiliates' Employees and Staff Augmentation.

- a) **Asset Twin** – each Asset requiring an Asset Twin will require a license. Subscription Fees for this Software Product are annual in advance unless stated on the Quote.
- b) **Connector Named User (“CNU”)** – Each Authorized User who shall, directly or indirectly through one or more interfaces or third party applications, initiate a query that results in the transmission of data to, through or from the Application system requires a Connector Named User license. Customer must have a reasonable mechanism or process in place to assure that the number of individuals does not exceed the number of individuals using the Connector Named User Software Product licenses. License type primarily applicable to HxGN EAM titled Applications only. Authorized Users may include in Customer’s discretion, Customer or Customer’s Affiliates’ Contractors. Connector Named User accounts are not permitted to be created for groups of people or for generic user roles or be shared by more than one Authorized User.
- c) **Content Unit** – Each Digital Content Unit requires a Content Unit license. Subscription Fees for this Software Product are annual in advance unless stated on the Quote.
- d) **Data Center (“DA”)** – Each Data Center accessing the Cloud Services must have a Data Center license. A “Data Center” is the department in an enterprise that houses and maintains back-end information technology systems and data stores. Typically, this department and all the systems reside in one physical place or site. License type primarily applicable to HxGN EAM titled Applications only.
- e) **Device Locked (“DV”)** – Each Device on which the Cloud Services Customer Environment will be accessed requires a Device Locked software license regardless of whether the Device. License type primarily applicable to HxGN EAM titled Applications only.
- f) **Extended Concurrent User (“CX”)** – Quantity of Authorized Users accessing the Cloud Services at one time must not exceed total quantity of CX licenses purchased by Customer for the applicable Application in the applicable Customer Environment or Site.
- g) **Hosted Concurrent User (“CH”)** – Quantity of Authorized Users accessing the Cloud Services at one time must not exceed total quantity of CH licenses purchased by Customer for the applicable Application in the applicable Customer Environment or Site. Subject to the Agreement and Customer’s discretion Contractors may be Authorized Users under this license type.
- h) **Monthly Active Users (“MAU”)** – Quantity of unique Authorized Users who access the Software Product each calendar month must not exceed the quantity of Monthly Active Users purchased for the applicable Application in the applicable Customer Environment. For avoidance of doubt, multiple logins by the same Authorized User count as only one Authorized User for that month. License type primarily applicable to Jovix titled Applications only. Subscription Fees for this Software Product are annual in advance unless stated on the Quote.
- i) **Named User software (“NU”)** – Each Authorized User who needs access to the Cloud Services will require a Named User license. Authorized Users may include in Customer’s discretion, Customer or Customer’s Affiliates’ Contractors. Named User accounts are not permitted to be created for groups of people or for generic user roles or be shared by more than one Authorized User.

- j) **Server (“VR”)** – Unless otherwise stated on the Quote or the Additional Product Terms, each Customer Environment requires one Server license.
- k) **Token** – prepaid credits consumable in the Cloud Services. The Token value shall be predefined and stated in the Quote.

4. Spectades HxGN EAM 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

Software Products delivered by Cloud Services may have database type and version restrictions that vary from Spectades published documentation for on-prem products. Where Microsoft SQL Server can be used, Customer shall be required to convert to an Oracle database before onboarding to the Cloud Services.

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.

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

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

7. Client Access Prerequisites

Subscription Fees or other fees payable for Spectades HxGN EAM Cloud do not include Microsoft® Office licensing which is required for Spectades Software Products delivered via Spectades 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 then Customer will be required to obtain verifiable Pro Plus subscriptions from Microsoft or purchase Microsoft Office capability. 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 Spectades Software Product or otherwise as request in MySpectades portal.

8. Non-Production Customer Environments

Some Software Products 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 in the Additional Product Terms documentation.

9. License Compliance and True Up

Monthly Active Users (MAUs).

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.

At the end of each year of the Subscription Term, Spectades shall conduct a remote audit to determine any overage by Customer. If Customer has exceeded the scope of usage, Hexagon 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.

11. Spectades HxGN EAM Cloud Services Agreement

Customers who executed a Spectades Cloud Services Agreement (“Legacy Agreement”), the following terms have been updated as below. This section shall not apply to Customers who executed or placed an Order against the Spectades HxGN EAM Cloud Services Agreement.

1. “Spectades EAM Cloud” has been rebranded to “Spectades HxGN EAM Cloud.”
2. Spectades HxGN EAM Cloud includes Software Products available on multi-tenant and single tenant. To accommodate the types of Cloud Services under one Agreement, the following definitions of the MSA have been updated:
 - a. The “Customer Environment” definition has been updated to mean 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.

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- b. "Subscription Term" shall mean "Minimum Commitment Term" and "Renewal Term" as applicable in the Legacy Agreement.