

**MSCOne Additional Software Addendum
(Supplement to the MSCOne Addendum)**

The terms and conditions of this MSCOne Additional Software Addendum (this “Addendum”) supplement the MSCOne Addendum and apply with respect to Customer’s access to and use of “MSCOne Additional Software” (described in Section 1 below). Unless otherwise defined in this Addendum, capitalized terms shall have the same meaning as in the MSCOne Addendum and the Hexagon software license agreement (and any amendments thereto) entered into by Hexagon Manufacturing Intelligence, Inc., and Customer (the “Agreement”).

1. **MSCOne Additional Software**: From time to time, Hexagon may at its option and sole discretion make available Additional Software for download, installation, and use by eligible MSCOne customers. Such Additional Software, and the corresponding MSCOne Token requirements, will be identified in the applicable **MSCOne Additional Software Token Table (“Additional Software Token Table”)**, under the Additional Products and/or XT Products headings. The applicable version of the Additional Software Token Table will be the version made generally available by Hexagon at the time of issuing the corresponding authorization codes (license files) to the Customer. Customer acknowledges and agrees that Hexagon may, at any time, add, remove, or otherwise make changes to Hexagon’s MSCOne Additional Software offerings and/or update the applicable Additional Software Token Table.
2. **Requests and Approval**: Hexagon reserves the right, in its sole discretion, to approve or reject, in whole or in part, Customer requests for access to and/or use of the Additional Software. Hexagon may approve Customer’s request for Additional Software via email and/or by issuing the corresponding authorization codes for the approved Additional Software.
3. **Access to and Use of Additional Software**: Where Customer’s request is approved by Hexagon, Hexagon will issue authorization codes for use of the approved Additional Software with Customer’s pool of acquired MSCOne Tokens. Issuance of authorization codes for Additional Software will be in accordance with Hexagon’s then-current policies. In general, authorization codes for Additional Software will be issued for the shorter of (i) the then-current MSCOne Subscription term, or (ii) one year. **Notwithstanding anything to the contrary elsewhere, Hexagon reserves the right to cause access to or use of Additional Software be suspended or terminated, in whole or in part, in the event of breach by Customer (including, without limitation, Customer’s failure to timely report usage or pay any fees when due), or in the event Hexagon is no longer authorized to make available any Additional Software. Customer acknowledges that the Hexagon license manager tool may require connectivity to a Hexagon-designated server through the Internet and may provide Hexagon with the capability to remotely enable or disable access to, or use of, the Additional Software.**
4. **Max Concurrent Use Restrictions/Access Fee**: Use of Additional Software draws Tokens and is therefore limited at any one time by the availability of Tokens within Customer’s MSCOne token pool. Further, some Additional Software will be subject to “Maximum Concurrent Use” limitations. For Additional Software made available under the MSCOne^{XT} Program, the Maximum Concurrent Use limitation is one (1), unless otherwise mutually agreed to in an Order Schedule and Customer agrees to pay applicable Access Fees. For example purposes only, Customer may choose to pay an Access Fee to increase the Maximum Concurrent Use for the MSCOne^{XT} Products from 1 to 5, in which case a mutually agreed to Order Schedule will reflect the agreed to increase in the Maximum Concurrent Use to a total of 5 (e.g., “MSCOne^{XT} Access Fee - 5 Concurrent Uses”) and set forth the applicable Access Fee to be paid by Customer.
5. **Other Restrictions Apply**. For avoidance of doubt, all other protections, restrictions, and limitations in the Agreement and MSCOne Addendum shall apply to Additional Software, including without limitation, restrictions on authorized users, usage, the Lease/Subscription term, and the geographical access limitations on licenses. Additional Software, when made available by Hexagon to Customer for use, shall be deemed licensed “Software” under the Agreement.
6. **Automated Usage Reporting**. Customer agrees to promptly install the latest available Hexagon-provided usage reporting tool (together with any accompanying Hexagon license manager software) and shall enable automatic usage reporting to allow periodic (e.g., daily) automatic transmission of usage reports to a Hexagon-designated data repository. Usage reports will contain Customer usage information (as described in the accompanying usage reporting documentation), on Software made available

under MSCOne (including Additional Software). Customer shall not block or otherwise hinder transmission of reporting or alter usage reports generated by such usage reporting tool. Usage reports are the property of Hexagon Manufacturing Intelligence, Inc. Hexagon reserves the right to verify proper usage reporting by the Customer, prior to providing Customer with the access to use the Additional Software. Upon request, Customer will promptly provide Hexagon with updated contact information for Customer's usage reporting contact.

7. **Additional Software Suppliers.** Customer acknowledges and agrees that usage, download and transaction reports, and related information, such as the Customer's contact information, may be made available to relevant Additional Software suppliers to, among other things, allow suppliers to provide Customer with technical support, training, and/or other services or information with respect to the Additional Software and related supplier products. Additionally, as a condition of Software download or delivery, each Customer user downloading Software or requesting delivery of Additional Software may be required to agree to allow Hexagon to share the user's contact information with applicable Additional Software supplier. For information on how Hexagon handles personal data, please see the Hexagon Manufacturing Intelligence, Inc. privacy statement, as may be updated from time to time, available at <https://hexagon.com/privacy-policy> (or successor URL).
8. **Warranty Disclaimers:** Additional Software is provided on an "as is" basis with no warranties of any kind.
9. **Limitation of Liability:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER HEXAGON NOR IT'S AFFILIATES OR SUPPLIERS WILL BE LIABLE (DIRECTLY OR INDIRECTLY) FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES; FOR LOSS OF USE, PROFITS, REVENUE, SAVINGS, OR DATA; OR FOR DOWNTIME OR BUSINESS INTERRUPTION; ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE ADDITIONAL SOFTWARE OR RELATED MATERIALS OR SERVICES, WHETHER SUCH LIABILITY IS BASED UPON CONTRACT (INCLUDING BREACH OF A REPRESENTATION OR WARRANTY), TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHER LEGAL THEORY WHATSOEVER, EVEN IF HEXAGON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY WARRANTY OR REMEDY IS HELD TO HAVE FAILED IN IT'S ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCE WILL HEXAGON'S, OR ITS AFFILIATES' OR SUPPLIERS' LIABILITY UNDER OR IN CONNECTION WITH THE ADDITIONAL SOFTWARE, OR RELATED MATERIALS OR SERVICES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IN THE AGGREGATE, EXCEED THE AMOUNT ACTUALLY RECEIVED BY HEXAGON IN THE LAST TWELVE MONTHS UNDER THE AGREEMENT FOR THE ADDITIONAL SOFTWARE. NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THE ADDITIONAL SOFTWARE MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO THE CAUSE OF ACTION HAS OCCURRED. TO THE EXTENT ANY APPLICABLE LAW LIMITS THE SCOPE OF THIS PARAGRAPH, THE AGREEMENT SHALL BE INTERPRETED TO CONFORM TO SUCH LAW IN A MANNER THAT LIMITS HEXAGON'S AND ITS AFFILIATES' AND SUPPLIERS' LIABILITY TO THE FULLEST EXTENT ALLOWED BY LAW. NOTHING IN THIS ADDENDUM SHALL LIMIT OR EXCLUDE LIABILITY FOR ANY MATTER TO THE EXTENT IT WOULD BE UNLAWFUL FOR HEXAGON TO EXCLUDE OR RESTRICT LIABILITY.
10. **Representation:** By signing, submitting, or otherwise accepting a request form on behalf of the Customer to access Additional Software, the individual signing or submitting the request form represents that he/she is authorized to act on behalf of and bind the Customer with respect to the subject-matter, and that all information provided by or on behalf of the Customer in connection with such request is true, accurate, and complete to the best of his/her knowledge.
11. **Order of Precedence:** In the event of a conflict between the terms of this Addendum, the MSCOne Addendum, and the Agreement, the terms of this Addendum shall prevail with respect to its subject-matter. In no event shall any conflicting or additional terms or conditions in any Customer-issued instrument apply. The terms and conditions of this Addendum shall be deemed incorporated by reference, and form an integral part of, any accompanying request form, and the MSCOne Addendum and the Agreement.