

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933



OCTAVE INTELLIGENCE PLC

(Exact Name of Registrant as Specified in Its Charter)

Ireland
(State or Other Jurisdiction of
Incorporation or Organization)

98-1878833
(IRS Employer
Identification Number)

305 Intergraph Way
Madison, Alabama 35758
(Address of Principal Executive Offices)

Octave Intelligence plc Long-Term Incentive Plan
Octave Intelligence plc Employee Share Purchase Plan
(Full Title of the Plans)

Anthony P. Zana
Chief Legal Officer
Octave Solutions, Inc.
305 Intergraph Way
Madison, Alabama 35758
(256) 730-2000
(Name, Address and Telephone Number of Agent for Service)

Copies to:

Heather L. Coleman
Alan J. Fishman
Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
(212) 558-4000

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer

☐

Non-accelerated filer

☒

Accelerated filer

☐

Smaller reporting company

☐

Emerging growth company

☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B)of the Securities Act. ☐

EXPLANATORY NOTE

On April 27, 2026 (the “Effective Date”), the stockholders of Octave Intelligence plc (the “Company” or the “Registrant”) approved the Octave Intelligence plc Long-Term Incentive Plan (the “2026 Plan”) and the Octave Intelligence plc Employee Share Purchase Plan (“ESPP”), which the Board of Directors of the Company subsequently approved on May 6, 2026.

The 2026 Plan provides, among other things, that a total of up to 18,308,160 shares of the Registrant’s B Ordinary Shares, par value \$0.01 per share (the “Shares”), is reserved for issuance under the 2026 Plan (subject to equitable adjustment in the event of a change in the Company’s capitalization).

The ESPP provides, among other things, that a total of up to 2,684,377 Shares, is reserved for issuance under the ESPP (subject to equitable adjustment in the event of a change in the Company’s capitalization).

PART I

INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

As permitted by Rule 428 under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement omits the information specified in Part I of Form S-8. The documents containing the information specified in Part I will be delivered to the participants in the plans covered by this Registration Statement as required by Rule 428(b). Such documents are not being filed with the Securities and Exchange Commission (the “Commission”) as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents By Reference

The following documents filed by the Registrant with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the “Exchange Act”), are hereby incorporated by reference herein and shall be deemed to be a part hereof:

- a) [The Company’s effective Registration Statement on Form 10 \(File No. 001-43124\), initially filed with the Commission on February 11, 2026 \(as amended by Amendment No. 1 thereto filed with the Commission on March 24, 2026, by Amendment No. 2 thereto filed with the Commission on April 9, 2026, and by Amendment No. 3 thereto filed with the Commission on April 27, 2026, the “Form 10”\);](#)
- b) [The Company’s Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2026, filed with the Commission on June 4, 2026;](#)
- c) The Company’s Current Reports on Form 8-K filed with the Commission on [May 12, 2026](#) and [May 26, 2026](#); and
- d) [The description of the Company’s common stock included in the section titled “Description of Our Share Capital” in the Company’s Information Statement filed as Exhibit 99.1 to the Current Report on Form 8-K filed with the Commission on May 12, 2026, including any amendment or report filed for the purpose of updating such description.](#)

All documents that the Company files pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act subsequent to the effective date of this Registration Statement (except for any portions of the Company’s Current Reports on Form 8-K furnished pursuant to Item 2.02 or Item 7.01 thereof and any corresponding exhibits thereto not filed with the Commission), but prior to the filing of a post-effective amendment to this Registration Statement indicating that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing such documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein (or in any other subsequently filed document which also is incorporated or deemed to be incorporated by reference herein) modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities

Not applicable.

Item 5. Interests of Named Experts and Counsel

Not applicable.

Item 6. Indemnification of Directors and Officers

The Company's articles of association contain indemnification provisions for the benefit of its directors, company secretary and certain other persons. Subject to the limitations imposed by the Irish Companies Act 2014 (as amended) (the "Irish Companies Act"), the articles of association provide that directors and the company secretary may be indemnified by the Company against certain costs, charges, losses, expenses and liabilities incurred in the execution and discharge of their duties. The articles of association also provide for the indemnification of certain current and former executive officers and other persons serving at the request of the Company and, to the extent permitted by applicable law, permit the advancement of expenses incurred in connection with certain proceedings.

The Company has adopted a deed poll indemnity for the benefit of its directors and certain officers. Subject to applicable law, the deed poll provides for indemnification and advancement of expenses in connection with certain proceedings arising from a beneficiary's service to the Company and related entities and contains procedures relating to the determination and enforcement of indemnification rights.

In addition, Intergraph Corporation, a wholly owned subsidiary of the Company, has entered into indemnification agreements with certain directors, officers and the company secretary. These agreements provide for indemnification, advancement of expenses and related protections in connection with claims arising from such persons' service to the Company and its affiliated entities and are intended to supplement rights available under the Company's articles of association, the deed poll indemnity and applicable law.

The Irish Companies Act limits the extent to which an Irish company may indemnify its directors and company secretary. Any provision that purports to indemnify a director or company secretary to a greater extent than permitted by the Irish Companies Act will be unenforceable. However, the Irish Companies Act permits the Company to maintain insurance for directors, officers and other persons against certain liabilities incurred in the performance of their duties.

The Company maintains directors' and officers' liability insurance covering certain liabilities that may be incurred by its directors and officers in the performance of their duties.

Item 7. Exemption from Registration Claimed

Not applicable.

Item 8. Exhibits

Exhibit No.

4.1	<u>Articles and Memorandum of Association of Octave Intelligence plc (Incorporated by reference to Exhibit 3.1 of the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on May 12, 2026).</u>
4.2	<u>Octave Intelligence plc Long-Term Incentive Plan.*</u>
4.3	<u>Octave Intelligence plc Employee Share Purchase Plan.*</u>
4.4	<u>Form of RSU Award Agreement.*</u>
4.5	<u>Form of PSU and RSU Award Agreement.*</u>
4.6	<u>Form of Director RSU Award Agreement.*</u>
4.7	<u>Form of Replacement Award Agreement.*</u>
5.1	<u>Opinion of Arthur Cox LLP, with respect to the securities being registered hereunder.*</u>
23.1	Consent of Arthur Cox LLP (included in the opinion filed as Exhibit 5.1 hereto).*
23.2	<u>Consent of PricewaterhouseCoopers AB.*</u>
24	Powers of Attorney (included on the signature page of the Registration Statement).*
107	<u>Filing Fee Table*</u>

* Filed herewith.

Item 9. Undertakings

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the Registration Statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered

therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES OF OCTAVE INTELLIGENCE PLC

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Madison, State of Alabama, on this 23rd day of July, 2026.

Octave Intelligence plc

By: /s/ Mattias Stenberg

Name: Mattias Stenberg

Title: Chief Executive
Officer

POWERS OF ATTORNEY

Each individual whose signature appears below constitutes and appoints each of Mattias Stenberg, Benjamin Maslen and Anthony Zana as his or her true and lawful attorneys-in-fact and agents, each acting alone, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same with all exhibits thereto, and all documents in connection therewith, with the Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, as amended, this Registration Statement has been signed by the following persons in the indicated capacities on this 23rd day of July, 2026.

Name	Title
<u>/s/ Mattias Stenberg</u> Mattias Stenberg	Chief Executive Officer; Director (Principal Executive Officer)
<u>/s/ Benjamin Maslen</u> Benjamin Maslen	Chief Financial Officer (Principal Financial Officer)
<u>/s/ Scott Roark</u> Scott Roark	Principal Accounting Officer
<u>/s/ Brett Watson</u> Brett Watson	Director
<u>/s/ Magnus Ahlqvist</u> Magnus Ahlqvist	Director
<u>/s/ David Hollister</u> David Hollister	Director
<u>/s/ Meerah Rajavel</u> Meerah Rajavel	Director
<u>/s/ Jill Smith</u> Jill Smith	Director

AUTHORIZED REPRESENTATIVE

Pursuant to the requirements of Section 6(a) of the Securities Act, the undersigned has signed this registration statement, solely in the capacity of the duly authorized representative of Octave Intelligence plc in the United States, in the City of Madison, State of Alabama on this 23rd day of July, 2026.

Octave Solutions, Inc.

By: /s/ Anthony P. Zana

Name: Anthony P. Zana

Title: Chief Legal Officer

**OCTAVE INTELLIGENCE PLC
LONG-TERM INCENTIVE PLAN**

AS OF MAY 6, 2026

**ARTICLE I
GENERAL**

1.1 Purpose

The purpose of the Octave Intelligence plc Long-Term Incentive Plan (as amended from time to time, and including any Sub-Plan, the “**Plan**”) is to help the Company Group (as hereinafter defined): (1) attract, retain and motivate key employees (including prospective employees), non-employee directors and consultants of Octave Intelligence plc, an Irish-incorporated public limited company (the “**Company**”) and its Subsidiaries; (2) align the interests of such persons with the Company’s shareholders; and (3) promote ownership of the Company’s equity.

1.2 Definitions of Certain Terms

For purposes of this Plan, the following terms have the meanings set forth below:

1.2.1 “**Applicable Exchange**” means the Nasdaq Global Select Market or any other national stock exchange or quotation system on which the Shares (as hereinafter defined) may be listed or quoted.

1.2.2 “**Applicable Law**” means the laws of Ireland, the United States and any state thereof that are applicable to the Company, the Shares, the Plan and Awards, including any rules and regulations relating thereto (including of the Applicable Exchange) and the applicable laws, rules and regulations of any other country or jurisdiction where Awards are granted. For the avoidance of doubt, Applicable Law will include any tax law that imposes requirements in order to avoid adverse tax consequences.

1.2.3 “**Award**” means an award granted pursuant to the Plan.

1.2.4 “**Award Agreement**” means the written document by which each Award is evidenced, and which may, but need not be (as determined by the Committee) executed or acknowledged by a Grantee as a condition to receiving an Award or the benefits under an Award, and which sets forth the terms and provisions applicable to Awards granted under the Plan to such Grantee. Any reference herein to an agreement in writing, and acceptance thereof, will be deemed to include an electronic writing, and acceptance thereof, to the extent permitted by Applicable Law.

1.2.5 “**Board**” means the Directors of the Company.

1.2.6 “**Cause**” means (a) with respect to a Grantee employed pursuant to a written employment agreement, which agreement includes a definition of “Cause,” “Cause” as defined in that agreement, or (b) with respect to any other Grantee, the occurrence of any of the following: (i) such Grantee’s conviction of, or plea of guilty or no contest to, any felony or any crime involving fraud, dishonesty or moral turpitude under the laws of the United States or any state thereof or under the laws of any other jurisdiction, (ii) such Grantee’s commission of, participation in, or attempted commission of or participation in a fraud or theft against the Company Group or any client of the Company Group, (iii) such Grantee’s engagement in gross

misconduct that causes or reasonably may be expected to cause financial or reputation harm to the Company Group, (iv) such Grantee's repeated failure to substantially perform the Grantee's duties and responsibilities to the Company Group (other than failure resulting from incapacity due to mental or physical illness or injury or from any authorized time off or leave), (v) such Grantee's material violation of any contract or agreement between the Grantee and the Company Group or any written Company Group policy (including the code of conduct) and (vi) such Grantee's habitual abuse of narcotics.

1.2.7 "**Change in Control**" means, except in connection with the Distribution Transaction, the occurrence of any of the following events after the completion of the Distribution Transaction:

(a) during any period of not more than 36 months, the individuals who constitute the Board as of the beginning of the period (the "**Incumbent Directors**") cease for any reason to constitute at least a majority of the Board; provided, that any person becoming a Director subsequent to the beginning of such period, whose election or nomination for election was approved by a vote of at least two-thirds of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement or shareholder meeting circular of the Company in which such person is named as a nominee for Director, without written objection to such nomination) will be deemed to be an Incumbent Director; provided, however, that no individual initially elected or nominated as a Director as a result of an actual or publicly threatened election contest with respect to Directors or as a result of any other actual or publicly threatened solicitation of proxies by or on behalf of any person other than the Board will be deemed to be an Incumbent Director;

(b) any "person" (as such term is defined in Section 3(a)(9) of the Exchange Act and as used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act), is or becomes a "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company's then-outstanding securities eligible to vote for the election of the Board ("**Company Voting Securities**"); provided, however, that the event described in this paragraph (b) will not be deemed to be a Change in Control by virtue of the ownership or acquisition (including any purchase or redemption) of Company Voting Securities: (A) by any member of the Company Group, (B) by any employee benefit plan (or related trust) sponsored or maintained by any member of the Company Group, (C) by any underwriter temporarily holding securities pursuant to an offering of such securities, (D) pursuant to a Non-Qualifying Transaction (as defined in paragraph (c) of this definition), (E) by any private investor from any member of the Company Group or (F) by MSAB;

(c) the consummation of a merger, takeover, scheme of arrangement, consolidation, statutory share exchange or similar form of corporate transaction involving the Company that requires the approval of the Company's shareholders, whether for such transaction or the issuance of securities in the transaction (a "**Business Combination**"), unless immediately following such Business Combination: (A) more than 50% of the total voting power of (x) the entity resulting from such Business Combination (the "**Surviving Entity**"), or (y) if applicable, the ultimate parent corporation that directly or indirectly has beneficial ownership of at least 95% of the voting power, is represented by Company Voting Securities that were outstanding immediately prior to such Business Combination (or, if applicable, is represented by Shares into

which such Company Voting Securities were converted pursuant to such Business Combination), and such voting power among the holders thereof is in substantially the same proportion as the voting power of such Company Voting Securities among the holders thereof immediately prior to the Business Combination, (B) no person (other than MSAB or any employee benefit plan (or related trust) sponsored or maintained by the Surviving Entity or the parent), is or becomes the beneficial owner, directly or indirectly, of 50% or more of the total voting power of the outstanding voting securities eligible to elect directors of the parent (or, if there is no parent, the Surviving Entity) and (C) at least a majority of the members of the board of directors of the parent (or, if there is no parent, the Surviving Entity) following the consummation of the Business Combination were Incumbent Directors at the time of the Board's approval of the execution of the initial agreement providing for such Business Combination (any Business Combination which satisfies all of the criteria specified in (A), (B) and (C) of this paragraph (c) will be deemed to be a **"Non-Qualifying Transaction"**);

(d) the consummation of a sale or other disposition of all or substantially all of the Company's assets (other than to an affiliate of the Company); or

(e) the Company's shareholders approve a plan of complete liquidation or dissolution of the Company.

Notwithstanding the foregoing, a Change in Control will not be deemed to occur solely because any person acquires beneficial ownership of more than 50% of the Company Voting Securities as a result of the acquisition (including any purchase or redemption) of Company Voting Securities by the Company Group which reduces the number of Company Voting Securities outstanding; provided, that if after such acquisition by the Company Group such person becomes the beneficial owner of additional Company Voting Securities that increases the percentage of outstanding Company Voting Securities beneficially owned by such person, a Change in Control will then occur.

1.2.8 **"Code"** means the Internal Revenue Code of 1986, as amended from time to time, or any successor thereto, and the applicable rulings and regulations thereunder.

1.2.9 **"Committee"** has the meaning set forth in Section 1.3.1.

1.2.10 **"Company Group"** means the Company and any Subsidiary, and any successor entity thereto.

1.2.11 **"Consent"** has the meaning set forth in Section 3.3.2.

1.2.12 **"Consultant"** means any individual (other than a non-employee Director), including third-party contractors who are natural persons, that provides bona fide consulting or advisory services to the Company Group.

1.2.13 **"Covered Person"** has the meaning set forth in Section 1.3.4.

1.2.14 **"Director"** means a director of the Company.

1.2.15 **"Distribution Transaction"** means the distribution of the share capital of the Company, consisting of A Ordinary Shares, par value \$0.01 per share, and B Ordinary Shares, par value \$0.01 per share, in connection with the separation of the Company from Hexagon AB;

1.2.16 **"Effective Date"** has the meaning set forth in Section 3.25.

1.2.17 **"Employee"** means a regular employee of the Company Group, but not including a non-employee Director.

1.2.18 “**Employment**” means a Grantee’s performance of services for the Company Group, as determined by the Committee. The terms “employ” and “employed” will have their correlative meanings. The Committee in its sole discretion may determine (a) whether and when a Grantee’s leave of absence results in a termination of Employment, (b) whether and when a change in a Grantee’s association with the Company Group results in a termination of Employment, and (c) the impact, if any, of any such leave of absence or change in association on outstanding Awards. Unless expressly provided otherwise, any references in the Plan or any Award Agreement to a Grantee’s Employment being terminated will include both voluntary and involuntary terminations.

1.2.19 “**Exchange Act**” means the Securities Exchange Act of 1934, as amended from time to time, or any successor thereto, and the applicable rules and regulations thereunder.

1.2.20 “**Fair Market Value**” means, with respect to a Share, the closing price reported for the Shares on the applicable date as reported on the Nasdaq Global Select Market, unless determined as otherwise specified herein. For purposes of the grant of any Award, the applicable date will be the trading day on which the Award is granted or, if the date the Award is granted is not a trading day, the trading day immediately prior to the date the Award is granted. For purposes of the exercise of any Award, the applicable date is the date a notice of exercise is received by the Company or, if such date is not a trading day, the trading day immediately following the date a notice of exercise is received by the Company.

1.2.21 “**Good Reason**” means (a) with respect to a Grantee employed pursuant to a written employment agreement which agreement includes a definition of “Good Reason,” “Good Reason” as defined in that agreement or (b) with respect to any other Grantee, the occurrence of any of the following in the absence of the Grantee’s written consent: (i) the transfer of the Grantee’s primary work site to a new primary work site that is more than 50 miles from the Grantee’s primary work site or (ii) a diminution of the Grantee’s base salary in effect by more than 10%, unless such diminution applies generally to similarly situated employees. If the Grantee does not deliver to the Company Group a written notice of termination within 60 days after the Grantee has knowledge that an event constituting Good Reason has occurred, the event will no longer constitute Good Reason. In addition, the Grantee must give the Company Group 30 days to cure the event constituting Good Reason and resign for Good Reason within 30 days after the end of such cure period.

1.2.22 “**Grantee**” means an Employee, Director or Consultant who receives an Award.

1.2.23 “**Incentive Share Option**” means a share option to purchase Shares that is intended to be an “incentive stock option” within the meaning of Sections 421 and 422 of the Code, as now constituted or subsequently amended, or pursuant to a successor provision of the Code, and which is designated as an Incentive Share Option in the applicable Award Agreement.

1.2.24 “**MSAB**” means (a) Melker Schörling AB, (b) any affiliate or discretionary or managed account of Melker Schörling AB or (c) any group (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act) of which the persons described in clause (a) or (b) are members; provided, that in the case of this clause (c), persons in clauses (a) and (b) control a majority of the voting securities of such “group”.

1.2.25 “**Non-Employee Sub-Plan**” means the Non-Employee Sub-Plan, as set forth in Appendix A.

1.2.26 “**Other Share-Based or Cash-Based Awards**” has the meaning set forth in Section 2.8.

1.2.27 “**Performance Goals**” means the performance goals established by the Committee in connection with the grant of Awards.

1.2.28 “**Plan**” has the meaning set forth in Section 1.1.

1.2.29 “**Plan Action**” has the meaning set forth in Section 3.3.1.

1.2.30 “**Section 409A**” means Section 409A of the Code, including any amendments or successor provisions to that section, and any regulations and other administrative guidance thereunder, in each case as they may be from time to time amended or interpreted through further administrative guidance.

1.2.31 “**Securities Act**” means the Securities Act of 1933, as amended from time to time, or any successor thereto, and the applicable rules and regulations thereunder.

1.2.32 “**Share Reserve**” has the meaning set forth in Section 1.6.1.

1.2.33 “**Shares**” means B Ordinary Shares of the Company, par value \$0.01 per share, and any other securities or property issued in exchange therefor or in lieu thereof pursuant to Section 1.6.3.

1.2.34 “**Subsidiary**” means any corporation, partnership, limited liability company or other legal entity in which the Company, directly or indirectly, owns stock or other equity interests possessing 25% or more of the total combined voting power of all classes of the then-outstanding stock or other equity interests.

1.2.35 “**Sub-Plan**” means any sub-plan established with respect to the Plan, including the Non-Employee Sub-Plan.

1.2.36 “**Ten Percent Shareholder**” means a person owning stock possessing more than 10% of the total combined voting power of all classes of stock of the Company and of any Subsidiary or parent corporation of the Company.

1.2.37 “**Treasury Regulations**” means the regulations promulgated under the Code by the United States Treasury Department, as amended.

1.3 Administration

1.3.1 The Compensation Committee of the Board (as constituted from time to time, and including any successor committee, the “**Committee**”) will administer the Plan. In particular, the Committee will have the authority in its sole discretion to:

- (a) exercise all of the powers granted to it, and make all determinations, under the Plan;
- (b) construe, interpret and implement and correct any defect, supply any omission and reconcile any inconsistency in the Plan and all Award Agreements and determine disputed facts related thereto; provided, that with respect to all claims or disputes arising out of any determination of the Committee that materially adversely affects a Grantee’s Award, (i) the affected Grantee shall file a written claim with the Committee for review, explaining the reasons for such claim and (ii) the Committee’s decision must be written and must explain the decision;

- (c) prescribe, amend and rescind rules and regulations relating to the Plan, including rules governing the Committee's own operations;
- (d) grant, or recommend to the Board for approval to grant, Awards and determine the terms of such Awards;
- (e) amend the Plan or any outstanding Award Agreement in any respect including, without limitation, to:
- (1) accelerate the time or times at which the Award becomes vested, unrestricted or may be exercised or waive or amend any vesting terms,
 - (2) accelerate the time or times at which Shares are delivered under the Award (and, without limitation on the Committee's rights, in connection with such acceleration, the Committee may provide that any Shares delivered pursuant to such Award will be restricted Shares, which are subject to vesting, transfer, forfeiture or repayment provisions similar to those in the Grantee's underlying Award), or
 - (3) reflect a change in the Grantee's circumstances (*e.g.*, a change to part-time employment status or a change in position, duties or responsibilities); and
- (f) determine at any time whether, to what extent and under what circumstances and method or methods, subject to Section 3.14,
- (1) Awards may be:
 - (A) settled in cash, Shares, other securities, other Awards or other property,
 - (B) exercised, or
 - (C) canceled, forfeited or suspended,
 - (2) Shares, other securities, other Awards or other property and other amounts payable with respect to an Award may be deferred either automatically or at the election of the Grantee thereof or of the Committee,
 - (3) Awards may be settled by the Company, any of its Subsidiaries or affiliates or any of their designees;
 - (4) the exercise price for any share option (other than an Incentive Share Option, unless the Committee determines that such a share option will no longer constitute an Incentive Share Option) or share appreciation right may be reset;
- (g) adopt, amend and administer such procedures or Sub-Plans on such terms and conditions different from those specified herein as may, in the judgment of the Committee, be necessary or desirable to further the purposes of the Plan or comply with Applicable Law.

1.3.2 The determination of the Committee on all matters relating to the Plan or any Award Agreement will be entitled to the maximum deference permitted by law and will be final, binding and conclusive and non-reviewable and non-appealable and may be entered as a final

judgment in any court having jurisdiction. The Committee may delegate (either generally or specifically) the powers, authorities and discretions conferred on it under this Section 1.3.2 as it deems appropriate in its sole discretion in accordance with Applicable Law, and subject to the terms of the Company's Memorandum and Articles of Association. The Committee may allocate among its members and delegate to any person who is not a member of the Committee, or to any administrative group within the Company Group, any of its powers, responsibilities or duties. In delegating its authority, the Committee will consider the extent to which any delegation may cause Awards to fail to meet the requirements of Rules 16(b)-3(d)(1) or 16(b)-3(e) under the Exchange Act. Except as specifically provided to the contrary, references to the Committee include any administrative group, individual or individuals to whom the Committee has delegated its duties and powers.

1.3.3 Notwithstanding anything to the contrary contained herein, the Board may, in its sole discretion, at any time and from time to time, grant Awards or administer the Plan. In any such case, the Board will have all of the authority and responsibility granted to the Committee herein.

1.3.4 No member of the Board or Committee or any person to whom the Board or Committee delegates its powers, responsibilities or duties in writing, including by resolution (each such person, a "**Covered Person**"), will have any liability to any person (including any Grantee) for any action taken or omitted to be taken or any determination made with respect to the Plan or any Award, except as expressly provided by statute. To the extent permitted by Applicable Law, each Covered Person will be indemnified and held harmless by any member of the Company Group and any other affiliates against and from:

(a) any loss, cost, liability or expense (including attorneys' fees) that may be imposed upon or incurred by such Covered Person in connection with or resulting from any action, suit or proceeding to which such Covered Person may be a party or in which such Covered Person may be involved by reason of any action taken or omitted to be taken under the Plan or any Award Agreement, in each case, in good faith; and

(b) any and all amounts paid by such Covered Person, with the Company Group's approval, in settlement thereof, or paid by such Covered Person in satisfaction of any judgment in any such action, suit or proceeding against such Covered Person; provided, that the Company Group will have the right, at its own expense, to assume and defend any such action, suit or proceeding and, once the Company Group gives notice of its intent to assume the defense, the Company Group will have sole control over such defense with counsel of the Company Group's choice.

The foregoing right of indemnification will not be available to a Covered Person to the extent that a court of competent jurisdiction in a final judgment or other final adjudication, in either case, not subject to further appeal, determines that the acts or omissions of such Covered Person giving rise to the indemnification claim resulted from such Covered Person's bad faith, fraud or willful misconduct. The foregoing right of indemnification will not be exclusive of any other rights of indemnification to which Covered Persons may be entitled under the Company's Memorandum and Articles Association, pursuant to any indemnification agreements between such Covered Person and any member of the Company Group, as a matter of law, or otherwise, or any other power that the Company Group may have to indemnify such persons or hold them harmless.

1.4 Persons Eligible for Awards

Awards under the Plan may be made to Employees, Directors and Consultants.

1.5 Types of Awards Under Plan

Awards may be made under the Plan in the form of cash-based or share-based Awards. Share-based Awards may be in the form of any of the following, in each case in respect of Shares: share options, share appreciation rights, restricted Shares, restricted share units, dividend equivalent rights and other equity-based or equity-related Awards (as further described in Section 2.8), that the Committee determines to be consistent with the purposes of the Plan and the interests of the Company Group.

1.6 Shares Available for Awards

1.6.1 **Shares Subject to the Plan**. Subject to the other provisions of this Section 1.6, the total number of Shares that may be granted under the Plan will be 18,308,160 (the “**Share Reserve**”). Shares subject to awards that are assumed, converted or substituted under the Plan as a result of the Company Group’s acquisition of another company (including by way of merger, combination or similar transaction) will not reduce the Share Reserve. Available Shares under a shareholder-approved plan of an acquired company (as appropriately adjusted to reflect the transaction) may be used for Awards under the Plan and will not reduce the Share Reserve, subject to applicable stock exchange requirements.

1.6.2 **Replacement of Shares**. Shares subject to an Award that is forfeited (including any restricted Shares repurchased by the Company at the same price paid by the Grantee so that such Shares are returned to the Company), expires or is settled for cash (in whole or in part), to the extent of such forfeiture, expiration or cash settlement, will be available for future grants of Awards under the Plan and will be added back in the same number of Shares as were deducted in respect of the grant of such Award. The payment of dividend equivalent rights in cash in conjunction with any outstanding Awards will not be counted against the Share Reserve. Shares tendered by a Grantee or withheld by the Company in payment of the exercise price of a share option or to satisfy any tax withholding obligation with respect to an Award will not be counted against the Share Reserve.

1.6.3 **Adjustments**. The Committee will:

- (a) adjust the type of property or securities, and the number, authorized pursuant to Section 1.6.1,
 - (b) adjust the type of property or securities, and the number, set forth in Section 2.3.2, that can be issued through Incentive Share Options, and
 - (c) adjust any other terms of the Plan and the terms of any outstanding Awards (including, without limitation, the number of Shares covered by each outstanding Award, the type of property or securities to which the Award relates and the exercise or strike price of any Award),
- in such manner as the Committee deems appropriate (including, without limitation, by payment of cash or other property or securities) to prevent the enlargement or dilution of rights, as a result of any increase or decrease in the number of issued Shares (or issuance of shares of stock or other property or securities other than Shares) resulting from a recapitalization, share split, bonus issue, reverse share split, share dividend, spinoff, split up,

combination, reclassification or exchange of Shares, merger, consolidation, rights offering, separation, reorganization or liquidation or any other change in the corporate structure or Shares, including any extraordinary dividend or extraordinary distribution; provided, that no such adjustment may be made if or to the extent that it would cause an outstanding Award to cease to be exempt from, or to fail to comply with, Section 409A.

1.6.4 **Sources of Shares Deliverable under Awards.** Any Shares delivered pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares, treasury Shares (within the meaning of the Companies Act 2014 of Ireland) or Shares reacquired by the Company in any manner, including via an employee benefit trust or other such trust or nominee arrangement utilized by the Company and approved by the Committee for the purposes of the grant or settlement of Awards; provided, that where Shares to be delivered pursuant to an Award are newly issued by the Company, the nominal value of each such Share will be fully paid up by or on behalf of the relevant Grantee in accordance with Applicable Law.

ARTICLE II AWARDS UNDER THE PLAN

2.1 Agreements Evidencing Awards

Each Award will be evidenced by an Award Agreement that will contain such provisions and conditions as the Committee deems appropriate. Unless otherwise provided herein, the Committee may grant Awards in tandem with or, subject to Section 3.14, in substitution for or satisfaction of any other Award or Awards granted under the Plan or any award granted under any other plan of the Company Group. By accepting an Award pursuant to the Plan, a Grantee thereby agrees that the Award will be subject to all of the terms and provisions of the Plan and the applicable Award Agreement.

2.2 No Rights as a Shareholder

No Grantee (or other person having rights pursuant to an Award) will have any of the rights of a shareholder of the Company with respect to Shares subject to an Award until the delivery of such Shares. Except as otherwise provided in Section 1.6.3 or the terms of the Award, no adjustments will be made for dividends, distributions or other rights (whether ordinary or extraordinary, and whether in cash, Shares, other securities or other property) for which the record date is before the date the Shares are delivered, or in the event the Committee elects to use another system, such as book entries by the transfer agent, before the date in which such system evidences the Grantee's ownership of such Shares.

2.3 Options

2.3.1 **Grant.** Share options may be granted to eligible recipients in such number and at such times during the term of the Plan as the Committee may determine.

2.3.2 **Incentive Share Options.** At the time of grant, the Committee will determine:

- (a) whether all or any part of a share option granted to an eligible Employee will be an Incentive Share Option; and
- (b) the number of Shares subject to such Incentive Share Option; provided, however, that:

- (1) the aggregate Fair Market Value (determined as of the time the option is granted) of the Shares with respect to which Incentive Share Options are exercisable for the first time by an eligible Employee during any fiscal year (under all such plans of the Company and of any Subsidiary or parent corporation of the Company) may not exceed \$100,000, and
- (2) no Incentive Share Option (other than an Incentive Share Option that may be assumed or issued by the Company in connection with a transaction to which Section 424(a) of the Code applies) may be granted to a person who is not eligible to receive an Incentive Share Option under the Code.

The form of any share option which is entirely or in part an Incentive Share Option will clearly indicate that such share option is an Incentive Share Option or, if applicable, the number of Shares subject to the Incentive Share Option. No more than 18,308,160 Shares (as adjusted pursuant to the provisions of Section 1.6.3) that can be delivered under the Plan may be issued through Incentive Share Options.

2.3.3 **Exercise Price.** The exercise price per Share with respect to each share option will be determined by the Committee but, except as otherwise permitted by Section 1.6.3, may never be less than the Fair Market Value of a Share (or, in the case of an Incentive Share Option granted to a Ten Percent Shareholder, 110% of the Fair Market Value).

2.3.4 **Term of Share Option.** In no event will any share option be exercisable after the expiration of 10 years (or, in the case of an Incentive Share Option granted to a Ten Percent Shareholder, five years) from the date on which the share option is granted.

2.3.5 **Vesting and Exercise of Share Option and Payment for Shares.** A share option may vest and be exercised at such time or times and subject to such terms and conditions as will be determined by the Committee at the time the share option is granted and as set forth in the Award Agreement. Subject to any limitations in the applicable Award Agreement, any Shares not acquired pursuant to the exercise of a share option on the applicable vesting date may be acquired thereafter at any time before the final expiration of the share option.

To exercise a share option, the Grantee must give written notice to the Company specifying the number of Shares to be acquired and accompanied by payment of the full purchase price therefor in cash or by certified or official bank check or in another form as determined by the Company, which may include:

- (a) personal check,
- (b) Shares, based on the Fair Market Value as of the exercise date,
- (c) any other form of consideration approved by the Company and permitted by Applicable Law, and
- (d) any combination of the foregoing.

The Committee may also make arrangements for the cashless exercise of a share option. Any person exercising a share option will make such representations and agreements and furnish such information as the Committee may, in its sole discretion, deem necessary or desirable to

effect or assure compliance by the Company on terms acceptable to the Company with the provisions of the Securities Act, the Exchange Act and any other applicable legal requirements.

2.4 Share Appreciation Rights

2.4.1 **Grant.** Share appreciation rights may be granted to eligible recipients in such number and at such times during the term of the Plan as the Committee may determine.

2.4.2 **Exercise Price.** The exercise price per Share with respect to each share appreciation right will be determined by the Committee but, except as otherwise permitted by Section 1.6.3, may never be less than the Fair Market Value of the Shares.

2.4.3 **Term of Share Appreciation Right.** In no event will any share appreciation right be exercisable after the expiration of 10 years from the date on which the share appreciation right is granted.

2.4.4 **Vesting and Exercise of Share Appreciation Right and Delivery of Shares.** Each share appreciation right may vest and be exercised in such installments as may be determined in the Award Agreement at the time the share appreciation right is granted. Subject to any limitations in the applicable Award Agreement, any share appreciation rights not exercised on the applicable vesting date may be exercised thereafter at any time before the final expiration of the share appreciation right.

To exercise a share appreciation right, the Grantee must give written notice to the Company specifying the number of share appreciation rights to be exercised. Upon exercise of share appreciation rights, Shares, cash or other securities or property, or a combination thereof, as specified by the Committee, equal in value to: (a) the excess of the Fair Market Value of the Shares on the date of exercise *over* the exercise price of such share appreciation right, *multiplied by* (b) the number of share appreciation rights exercised, will be delivered to the Grantee.

Any person exercising a share appreciation right will make such representations and agreements and furnish such information as the Committee may, in its sole discretion, deem necessary or desirable to effect or assure compliance by the Company on terms acceptable to the Company with the provisions of the Securities Act, the Exchange Act and any other applicable legal requirements.

2.5 Restricted Shares

2.5.1 **Grants.** The Committee may grant or offer for sale restricted Shares in such amounts and subject to such terms and conditions as the Committee may determine. Upon the delivery of such restricted Shares, the Grantee will have the rights of a shareholder with respect to the restricted Shares, subject to any other restrictions and conditions as the Committee may include in the applicable Award Agreement. The restricted Shares will be registered in the Grantee's name in book entries by the transfer agent, unless the Committee elects to use another system, such as the issuance of certificates, as evidencing ownership of such Shares. In the event that a certificate is issued in respect of restricted Shares, such certificate may be registered in the name of the Grantee, and will, in addition to such legends required by applicable securities laws, bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Award, but will be held by the Company or its designated agent until the time the restrictions lapse. If the restricted Shares are registered in another system, such as book-entry form, the restrictions will be placed on such system.

2.5.2 **Right to Vote and Receive Dividends on Restricted Shares.** Each Grantee of an Award of restricted Shares will, during the period of restriction, be the beneficial and record owner of such restricted Shares and will have full voting rights with respect thereto. Unless the Committee determines otherwise in an Award Agreement, during the period of restriction, all ordinary cash dividends or other ordinary distributions paid upon any restricted Share will be retained by the Company and will be paid to the relevant Grantee (without interest) when the Award of restricted Shares vests and will revert back to the Company if for any reason the restricted Share upon which such dividends or other distributions were paid reverts back to the Company (any extraordinary dividends or other extraordinary distributions will be treated in accordance with Section 1.6.3).

2.6 Restricted Share Units

2.6.1 The Committee may grant Awards of restricted share units in such amounts and subject to such terms and conditions as the Committee may determine. A Grantee of a restricted share unit will have only the rights of a general unsecured creditor of the Company, until delivery of Shares, cash or other securities or property is made as specified in the applicable Award Agreement. On the delivery date specified in the Award Agreement, the Grantee of each restricted share unit not previously forfeited or terminated will receive one Share, cash or other securities or property equal in value to a Share or a combination thereof, as specified by the Committee.

2.7 Dividend Equivalent Rights

The Committee may include in the Award Agreement with respect to any Award a dividend equivalent right entitling the Grantee to receive amounts equal to all or any portion of the regular cash dividends that would be paid on the Shares covered by such Award if such Shares had been delivered pursuant to such Award. The grantee of a dividend equivalent right will have only the rights of a general unsecured creditor of the Company until payment of such amounts is made as specified in the applicable Award Agreement. In the event such a provision is included in an Award Agreement, the Committee will determine whether such payments will be made in cash, in Shares or in another form, whether they will be conditioned upon the exercise of the Award to which they relate (subject to compliance with Section 409A), the time or times at which they will be made, and such other terms and conditions as the Committee will deem appropriate; provided, that unless the Committee determines otherwise in an Award Agreement, no such payments may be made unless and until the Award to which they relate vests.

2.8 Other Share-Based or Cash-Based Awards

The Committee may grant other types of equity-based, equity-related or cash-based Awards (including the grant or offer for sale of unrestricted Shares, performance share awards, and performance units settled in cash) ("**Other Share-Based or Cash-Based Awards**") in such amounts and subject to such terms and conditions as the Committee may determine. The terms and conditions set forth by the Committee in the applicable Award Agreement may relate to the achievement of Performance Goals, as determined by the Committee at the time of grant. Such Awards may entail the transfer of actual Shares to a Grantee and may include Awards designed to comply with or take advantage of the applicable local laws of jurisdictions other than the United States.

2.9 Repayment If Conditions Not Met

If the Committee determines that all terms and conditions of the Plan and a Grantee's Award Agreement were not satisfied, and that the failure to satisfy such terms and conditions is material, then the Grantee will be obligated to pay the Company immediately upon demand therefor, (a) with respect to a share option and a share appreciation right, an amount equal to the excess of the Fair Market Value (determined at the time of exercise) of the Shares that were delivered in respect of such exercised share option or share appreciation right, as applicable, over the exercise price paid therefor, (b) with respect to restricted Shares, an amount equal to the Fair Market Value (determined at the time such Shares became vested) of such restricted Shares and (c) with respect to restricted share units, an amount equal to the Fair Market Value (determined at the time of delivery) of the Shares delivered with respect to the applicable delivery date, in each case with respect to clauses (a), (b) and (c) of this Section 2.9, without reduction for any amount applied to satisfy withholding tax or other obligations in respect of such Award.

ARTICLE III MISCELLANEOUS

3.1 Amendment of the Plan

3.1.1 Unless otherwise provided in the Plan or in an Award Agreement, the Board may at any time and from time to time suspend, discontinue, revise or amend the Plan in any respect whatsoever but, subject to Sections 1.3, 1.6.3 and 3.6, no such amendment may materially adversely impair the rights of the Grantee of any Award without such Grantee's consent. Subject to Sections 1.3, 1.6.3 and 3.6, an Award Agreement may not be amended to materially adversely impair the rights of a Grantee without such Grantee's consent.

3.1.2 Unless otherwise determined by the Board, shareholder approval of any suspension, discontinuance, revision or amendment will be obtained only to the extent necessary to comply with any applicable laws, regulations or rules of a securities exchange or self-regulatory agency; provided, however, that if and to the extent the Board determines it is appropriate for the Plan to comply with the provisions of Section 422 of the Code, no amendment that would require shareholder approval under Section 422 of the Code will be effective without the approval of the Company's shareholders.

3.2 Tax Withholding

Grantees will be solely responsible for any applicable taxes (including, without limitation, income and excise taxes) and penalties, and any interest that accrues thereon, that they incur in connection with the receipt, vesting or exercise of any Award. As a condition to the delivery of any Shares, cash or other securities or property pursuant to any Award or the lifting or lapse of restrictions on any Award, or in connection with any other event that gives rise to a federal or other governmental tax withholding obligation on the part of the Company relating to an Award (including, without limitation, the Federal Insurance Contributions Act ("**FICA**") tax),

(a) the Company may deduct or withhold (or cause to be deducted or withheld) from any payment or distribution to a Grantee whether or not pursuant to the Plan (including Shares otherwise deliverable),

(b) the Committee will be entitled to require that the Grantee remit cash to the Company (through payroll deduction or otherwise), or

(c) the Company may enter into any other suitable arrangements to withhold, in each case in the Company's discretion, the amounts of such taxes to be withheld based on the individual tax rates applicable to the Grantee.

3.3 Required Consents and Legends

3.3.1 If the Committee at any time determines that any Consent (as hereinafter defined) is necessary or desirable as a condition of, or in connection with, the granting of any Award, the delivery of Shares or the delivery of any cash, securities or other property under the Plan, or the taking of any other action thereunder (each such action a "**Plan Action**"), then, subject to Section 3.14, such Plan Action will not be taken, in whole or in part, unless and until such Consent will have been effected or obtained to the full satisfaction of the Committee. The Committee may direct that any certificate evidencing Shares delivered pursuant to the Plan will bear a legend setting forth such restrictions on transferability as the Committee may determine to be necessary or desirable, and may advise the transfer agent to place a stop transfer order against any legended Shares.

3.3.2 The term "**Consent**" as used in this Article III with respect to any Plan Action includes:

(a) any and all listings, registrations, qualifications, consents, clearances or approvals in respect thereof upon any securities exchange or under any federal, state or local law, or law, rule or regulation of a jurisdiction outside the United States, or by any governmental or other regulatory body or any self-regulatory agency,

(b) any and all written agreements and representations by the Grantee with respect to the disposition of Shares, or with respect to any other matter, which the Committee may deem necessary or desirable to administer the Plan and Awards, effect tax withholding, administer applicable policies and comply with the terms of any such listing, registration or qualification or to obtain an exemption from the requirement that any such listing, qualification or registration be made, and

(c) any and all consents or authorizations required to comply with, or required to be obtained under, applicable local law or otherwise required by the Committee. Nothing herein will require the Company to list, register or qualify the Shares on any securities exchange.

3.4 Right of Offset

The Company will have the right to offset against its obligation to deliver Shares (or other property or cash) under the Plan or any Award Agreement any outstanding amounts (including, without limitation, travel and entertainment or advance account balances, loans, repayment obligations under any Awards, or amounts repayable to the Company Group pursuant to other employee programs, including tax equalization) that the Grantee then owes to the Company Group and any amounts the Committee otherwise deems appropriate pursuant to any tax equalization policy or agreement. Notwithstanding the foregoing, the Committee will have no right to offset against its obligation to deliver Shares (or other property or cash) under the Plan or any Award Agreement if such offset could subject the Grantee to the additional tax imposed under Section 409A.

3.5 Nonassignability; No Hedging

Unless otherwise provided in an Award Agreement, no Award (or any rights and obligations thereunder) granted to any person under the Plan may be sold, exchanged, transferred, assigned, pledged, hypothecated or otherwise disposed of or hedged, in any manner (including through the use of any cash-settled instrument), whether voluntarily or involuntarily and whether by operation of law or otherwise, other than by will or by the laws of descent and distribution, and all such Awards (and any rights thereunder) will be exercisable during the life of the Grantee only by the Grantee or the Grantee's legal representative. Awards under the Plan will be subject to any hedging or pledging policy that the Company Group may adopt from time to time (including, for the avoidance of doubt, the Octave Intelligence plc Insider Trading Policy). Notwithstanding the foregoing, the Committee may permit, under such terms and conditions that it deems appropriate in its sole discretion, a Grantee to transfer any Award to any person or entity that the Committee so determines. Any sale, exchange, transfer, assignment, pledge, hypothecation, or other disposition in violation of the provisions of this Section 3.5 will be null and void and any Award which is hedged in any manner will immediately be forfeited. All of the terms and conditions of the Plan and the Award Agreements will be binding upon any permitted successors and assigns.

3.6 Change in Control

3.6.1 Unless the Committee determines otherwise, or as otherwise provided in the applicable Award Agreement, if a Grantee's Employment is terminated by the Company Group or any successor entity thereto without Cause, or the Grantee resigns the Grantee's Employment for Good Reason, in either case, on or within two (2) years after a Change in Control, (i) each Award granted to such Grantee prior to such Change in Control will become fully vested (including the lapsing of all restrictions and conditions) and, as applicable, exercisable, and (ii) any Shares deliverable pursuant to restricted share units will be delivered promptly (but no later than 15 days) following such Grantee's termination of Employment. As of the Change in Control date, any outstanding performance-based Awards shall be deemed earned at the greater of the target level and the actual performance level at the date of the Change in Control with respect to all open performance periods and will cease to be subject to any further performance conditions but will continue to be subject to time-based vesting following the Change in Control in accordance with the original performance period.

3.6.2 Notwithstanding the foregoing, in the event of a Change in Control, a Grantee's Award will be treated, to the extent determined by the Committee to be permitted under Section 409A, in accordance with one or more of the following methods as determined by the Committee in its sole discretion: (i) settle such Awards for an amount of cash or securities equal to their value, where in the case of share options and share appreciation rights, the value of such awards, if any, will be equal to their in-the-money spread value (if any), as determined in the sole discretion of the Committee; (ii) provide for the assumption of or the issuance of substitute awards that will substantially preserve the otherwise applicable terms of any affected Awards previously granted under the Plan, as determined by the Committee in its sole discretion; (iii) modify the terms of such awards to add events, conditions or circumstances (including termination of Employment within a specified period after a Change in Control) upon which the vesting of such Awards or lapse of restrictions thereon will accelerate; or (iv) provide that for a period of at least 20 days prior to the Change in Control, any share options or share appreciation

rights that would not otherwise become exercisable prior to the Change in Control will be exercisable as to all Shares subject thereto (but any such exercise will be contingent upon and subject to the occurrence of the Change in Control, and if the Change in Control does not take place within a specified period after giving such notice for any reason whatsoever, the exercise will be null and void), and that any share options or share appreciation rights not exercised prior to the consummation of the Change in Control will terminate and be of no further force and effect as of the consummation of the Change in Control. In the event that the consideration paid in the Change in Control includes contingent value rights, earnout or indemnity payments or similar payments, then the Committee will determine if Awards settled under clause (i) above are (a) valued at closing taking into account such contingent consideration (with the value determined by the Committee in its sole discretion) or (b) entitled to a share of such contingent consideration. For the avoidance of doubt, in the event of a Change in Control where all share options and share appreciation rights are settled for an amount (as determined in the sole discretion of the Committee) of cash or securities, the Committee may, in its sole discretion, terminate any share option or share appreciation right for which the exercise price is equal to or exceeds the per Share value of the consideration to be paid in the Change in Control transaction without payment of consideration therefor. Similar actions to those specified in this Section 3.6.2 may be taken in the event of a merger or other corporate reorganization that does not constitute a Change in Control.

3.7 No Continued Employment or Engagement; Right of Discharge Reserved

Neither the adoption of the Plan nor the grant of any Award (or any provision in the Plan or Award Agreement) will confer upon any Grantee any right to continued Employment, or other engagement, with the Company Group, nor will it interfere in any way with the right of the Company Group to terminate, or alter the terms and conditions of, such Employment or other engagement at any time.

3.8 Nature of Payments

3.8.1 Any and all grants of Awards and deliveries of Shares, cash, securities or other property under the Plan will be in consideration of services performed or to be performed for the Company Group by the Grantee. Awards under the Plan may, in the discretion of the Committee, be made in substitution in whole or in part for cash or other compensation otherwise payable to a Grantee. Only whole Shares will be delivered under the Plan. Awards will, to the extent reasonably practicable, be aggregated in order to eliminate any fractional Shares. Fractional Shares may, in the discretion of the Committee, be forfeited or be settled in cash or otherwise as the Committee may determine.

3.8.2 All such grants and deliveries of Shares, cash, securities or other property under the Plan will constitute a special discretionary incentive payment to the Grantee, will not entitle the Grantee to the grant of any future Awards and will not be required to be taken into account in computing the amount of salary or compensation of the Grantee for the purpose of determining any contributions to or any benefits under any pension, retirement, profit-sharing, bonus, life insurance, severance or other benefit plan of the Company Group or under any agreement with the Grantee, unless the Company Group specifically provides otherwise.

3.9 Non-Uniform Determinations

3.9.1 The Committee's determinations under the Plan and Award Agreements need not be uniform, and any such determinations may be made by it selectively among persons who receive, or are eligible to receive, Awards under the Plan (whether or not such persons are similarly situated). Without limiting the generality of the foregoing, the Committee will be entitled, among other things, to make non-uniform and selective determinations under Award Agreements, and to enter into non-uniform and selective Award Agreements, as to (a) the persons to receive Awards, (b) the terms and provisions of Awards, and (c) whether a Grantee's Employment has been terminated for purposes of the Plan.

3.9.2 To the extent the Committee deems it necessary, appropriate or desirable to comply with Applicable Law, local laws or practices of jurisdictions other than the United States and to further the purposes of the Plan, the Committee may, in its sole discretion and without amending the Plan, (a) establish special rules applicable to Awards to Grantees who are non-United States nationals, are employed outside the United States or both and grant Awards (or amend existing Awards) in accordance with those rules, and (b) cause the Company to enter into an agreement with any local Subsidiary pursuant to which such Subsidiary will reimburse the Company for the cost of such equity incentives.

3.10 Other Payments or Awards

Nothing contained in the Plan will be deemed in any way to limit or restrict the Company Group from making, or to require the Company Group to make, any award or payment to any person under any other plan, arrangement or understanding, whether now existing or hereafter in effect.

3.11 Plan Headings

The headings in the Plan are for the purpose of convenience only and are not intended to define or limit the construction of the provisions hereof.

3.12 Termination of Plan

The Board reserves the right to terminate the Plan at any time; provided, that in any case, the Plan will terminate on the day before the tenth anniversary of the Effective Date, and provided, further, that all Awards made under the Plan before its termination will remain in effect until such Awards have been satisfied or terminated in accordance with the terms and provisions of the Plan and the applicable Award Agreements.

3.13 Clawback/Recapture Policy

Awards under the Plan will be subject to any clawback or recapture policy that the Company Group may adopt from time to time (including, for the avoidance of doubt, the Octave Intelligence plc Clawback Policy) to the extent provided in such policy and, in accordance with such policy, may be subject to the requirement that the Awards be repaid to the Company Group after they have been distributed to the Grantee.

3.14 Section 409A

3.14.1 All Awards made under the Plan that are intended to be "deferred compensation" subject to Section 409A will be interpreted, administered and construed to comply with Section 409A, and all Awards made under the Plan that are intended to be exempt from Section 409A will be interpreted, administered and construed to comply with and preserve such exemption.

The Board and the Committee will have full authority to give effect to the intent of the foregoing sentence. To the extent necessary to give effect to this intent, in the case of any conflict or potential inconsistency between the Plan and a provision of any Award or Award Agreement with respect to an Award, the Plan will govern.

3.14.2 Without limiting the generality of Section 3.14.1, with respect to any Award made under the Plan that is “deferred compensation” subject to Section 409A, in each case to the extent required to comply with Section 409A:

- (a) any payment due upon a Grantee’s termination of Employment will be paid only upon such Grantee’s “separation from service” from the Company Group within the meaning of Section 409A;
- (b) any payment due upon a Change in Control of the Company will be paid only if such Change in Control constitutes a “change in ownership” or “change in effective control” within the meaning of Section 409A, and in the event that such Change in Control does not constitute a “change in ownership” or “change in effective control” within the meaning of Section 409A, such Award will vest upon the Change in Control and any payment will be delayed until the first compliant date under Section 409A;
- (c) if the Grantee is a “specified employee” within the meaning of Section 409A, any payment to be made with respect to such Award in connection with the Grantee’s “separation from service” from the Company Group within the meaning of Section 409A (and any other payment that would be subject to the limitations in Section 409A(a)(2)(B) of the Code) will be delayed until six months after the Grantee’s separation from service (or earlier death) in accordance with the requirements of Section 409A;
- (d) any other securities, other Awards or other property that the Company may deliver in lieu of Shares in respect of an Award will not have the effect of deferring delivery or payment beyond the date on which such delivery or payment would occur with respect to the Shares that would otherwise have been deliverable (unless the Committee elects a later date for this purpose in accordance with the requirements of Section 409A);
- (e) with respect to any required Consent described in Section 3.3 or the applicable Award Agreement, if such Consent has not been effected or obtained as of the latest date provided by such Award Agreement for payment in respect of such Award and further delay of payment is not permitted in accordance with the requirements of Section 409A, such Award or portion thereof, as applicable, will be forfeited and terminate notwithstanding any prior earning or vesting;
- (f) if the Award includes a “series of installment payments” (within the meaning of Section 1.409A-2(b)(2) (iii) of the Treasury Regulations), the Grantee’s right to the series of installment payments will be treated as a right to a series of separate payments and not as a right to a single payment;
- (g) if the Award includes “dividend equivalents” (within the meaning of Section 1.409A-3(e) of the Treasury Regulations), the Grantee’s right to the dividend equivalents will be treated separately from the right to other amounts under the Award; and
- (h) for purposes of determining whether the Grantee has experienced a separation from service from the Company Group within the meaning of Section 409A, “subsidiary” will mean a corporation or other entity in a chain of corporations or other entities in

which each corporation or other entity, starting with the Company, has a controlling interest in another corporation or other entity in the chain, ending with such corporation or other entity. For purposes of the preceding sentence, the term “controlling interest” has the same meaning as provided in Section 1.414(c)-2(b)(2)(i) of the Treasury Regulations; provided, that the language “at least 20 percent” is used instead of “at least 80 percent” each place it appears in Section 1.414(c)-2(b)(2)(i) of the Treasury Regulations.

3.15 Governing Law

EXCEPT AS PROVIDED IN THE APPLICABLE AWARD AGREEMENT, THE PLAN AND ALL AWARDS MADE AND ACTIONS TAKEN THEREUNDER WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ALABAMA, WITHOUT REFERENCE TO PRINCIPLES OF CONFLICT OF LAWS.

3.16 Disputes; Choice of Forum

3.16.1 Unless otherwise set forth in an Award Agreement, the Company Group and each Grantee, as a condition to such Grantee’s participation in the Plan, hereby irrevocably submit to the exclusive jurisdiction of any state or federal court located in the County of Madison, State of Alabama, over any suit, action or proceeding arising out of or relating to or concerning the Plan or, to the extent not otherwise specified in any individual agreement between the Company Group and the Grantee, any aspect of the Grantee’s Employment with the Company Group or the termination of that Employment. The Company Group and each Grantee, as a condition to such Grantee’s participation in the Plan, acknowledge that the forum designated by this Section 3.16.1 has a reasonable relation to the Plan and to the relationship between such Grantee and the Company Group. Notwithstanding the foregoing, nothing herein will preclude the Company Group from bringing any action or proceeding in any other court for the purpose of enforcing the provisions of this Section 3.16.1.

3.16.2 The agreement by the Company Group and each Grantee as to forum is independent of the law that may be applied in the action, and the Company Group and each Grantee, as a condition to such Grantee’s participation in the Plan, (i) agree to such forum even if the forum may under applicable law choose to apply non-forum law, (ii) hereby waive, to the fullest extent permitted by applicable law, any objection which the Company Group or such Grantee now or hereafter may have to personal jurisdiction or to the laying of venue of any such suit, action or proceeding in any court referred to in Section 3.16.1, (iii) undertake not to commence any action arising out of or relating to or concerning the Plan in any forum other than the forum described in this Section 3.16.1, and (iv) agree that, to the fullest extent permitted by applicable law, a final and non-appealable judgment in any such suit, action or proceeding in any such court will be conclusive and binding upon the Company Group and each Grantee.

3.16.3 Each Grantee, as a condition to such Grantee’s participation in the Plan, hereby irrevocably appoints the General Counsel of the Company as such Grantee’s agent for service of process in connection with any action, suit or proceeding arising out of or relating to or concerning the Plan, who will promptly advise such Grantee of any such service of process.

3.16.4 Each Grantee, as a condition to such Grantee’s participation in the Plan, agrees to keep confidential the existence of, and any information concerning, any dispute or controversy or any claim waived under Section 3.18. Notwithstanding the foregoing, a Grantee may disclose

information concerning such dispute, controversy or claim to the court that is considering such dispute, controversy or claim or to such Grantee's legal counsel; provided, that such counsel agrees not to disclose any such information other than as necessary to the prosecution or defense of the dispute, controversy or claim. In addition, a Grantee may provide information to, file a charge with or participate in an investigation conducted by any governmental entity, and a Grantee does not need the Company Group's permission to do so. Furthermore, a Grantee is not required to notify the Company Group of a request for information from any governmental entity or of such Grantee's decision to file a charge with or participate in an investigation conducted by any governmental entity.

3.17 Waiver of Jury Trial

EACH GRANTEE WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THE PLAN.

3.18 Waiver of Claims

Each Grantee of an Award recognizes and agrees that, before being selected by the Committee to receive an Award, the Grantee has no right to any benefits under the Plan. Accordingly, in consideration of the Grantee's receipt of any Award hereunder, the Grantee expressly waives any right to contest the amount of any Award, the terms of any Award Agreement, any determination, action or omission hereunder or under any Award Agreement by the Committee, the Company Group or the Board, or any amendment to the Plan or any Award Agreement (other than an amendment to the Plan or an Award Agreement to which the Grantee's consent is expressly required by the express terms of an Award Agreement). Nothing contained in the Plan, and no action taken pursuant to its provisions, will create or be construed to create a trust of any kind or a fiduciary relationship between the Company Group and any Grantee. The Plan is not intended to be subject to the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

3.19 No Repricing or Reloads

3.19.1 Except as otherwise permitted by Section 1.6.3, reducing the exercise price of share options or share appreciation rights issued and outstanding under the Plan, including through amendment, cancellation in exchange for the grant of a substitute Award or repurchase for cash or other consideration (in each case that has the effect of reducing the exercise price), will require approval of the Company's shareholders. The Company will not grant any share options or share appreciation rights with automatic reload features.

3.20 Severability; Entire Agreement

If any of the provisions of the Plan or any Award Agreement is finally held to be invalid, illegal or unenforceable (whether in whole or in part), such provision will be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions will not be affected thereby; provided, that if any of such provisions is finally held to be invalid, illegal or unenforceable because it exceeds the maximum scope determined to be acceptable to permit such provision to be enforceable, such provision will be deemed to be modified to the minimum extent necessary to modify such scope in order to make such provision enforceable hereunder. The Plan and any Award Agreements contain the entire agreement of the parties with respect to the subject matter thereof and supersede all prior

agreements, promises, covenants, arrangements, communications, representations and warranties between them, whether written or oral with respect to the subject matter thereof.

3.21 No Liability With Respect to Tax Qualification or Adverse Tax Treatment

Notwithstanding anything to the contrary contained herein, in no event will the Company Group be liable to a Grantee on account of an Award's failure to (a) qualify for favorable United States or non-United States tax treatment or (b) avoid adverse tax treatment under United States or non-United States law, including, without limitation, Section 409A.

3.22 No Third-Party Beneficiaries

Except as expressly provided in an Award Agreement, neither the Plan nor any Award Agreement will confer on any person other than the Company Group and the Grantee of any Award any rights or remedies thereunder. The exculpation and indemnification provisions of Section 1.3.4 will inure to the benefit of a Covered Person's estate and beneficiaries and legatees.

3.23 Successors and Assigns of the Company

The terms of the Plan will be binding upon, and inure to the benefit of, the Company and any successor entity, including as contemplated by Section 3.6.

3.24 Data Privacy

By participating in the Plan, the Grantee's attention is drawn towards the Company's data privacy notice provided to them, which sets out how the Grantee's personal data will be used and shared by the Company and its Subsidiaries as part of the administration of the Plan in accordance with the laws of Ireland.

3.25 Date of Adoption and Approval of Shareholders

The Plan was approved by the Company's shareholders on April 27, 2026 and was adopted by the Board on May 6, 2026 (the "**Effective Date**").

3.26 Limits on Compensation to Non-Employee Directors

3.26.1 No non-employee Director of the Company may be granted (in any calendar year) compensation with a value in excess of \$750,000, with the value of any equity-based awards based on the accounting grant date value of such award.

APPENDIX A

NON-EMPLOYEE SUB-PLAN TO THE OCTAVE INTELLIGENCE PLC LONG-TERM INCENTIVE PLAN

This sub-plan (the “**Non-Employee Sub-Plan**”) to the Octave Intelligence plc Long-Term Incentive Plan (the “**Plan**”) has been adopted in accordance with Section 1.3.1 of the Plan and governs the grant of Awards to Consultants and non-employee Directors. This Non-Employee Sub-Plan incorporates all the provisions of the Plan except as expressly modified in accordance with the provisions of this Non-Employee Sub-Plan.

In this Non-Employee Sub-Plan, the words and expressions used in the Plan shall bear, unless the context otherwise requires, the same meaning herein save to the extent the rules in this Non-Employee Sub-Plan provide to the contrary.

For the purposes of this Non-Employee Sub-Plan, the provisions of the Plan shall operate subject to the following modifications:

1. **Interpretation.**

In this Non-Employee Sub-Plan, unless the context otherwise requires, the following words and expressions have the following meanings:

“**Companies Act**” means the Companies Act 2014 of Ireland; and

“**Service Provider**” means any Consultant or non-employee Director.

2. **Eligibility.**

Service Providers shall be eligible to receive Awards under this Non-Employee Sub-Plan at the discretion of the Committee.

3. **Payment of Shares.**

Notwithstanding any other provision of the Plan, no newly issued Share(s) shall be delivered to a Service Provider in satisfaction of an Award pursuant to the terms of the Plan or this Non-Employee Sub-Plan unless the nominal value of each such newly issued Share(s) is fully paid up by or on behalf of the relevant Service Provider in accordance with Applicable Law.

4. **Delivery of Shares pursuant to an Award.**

Where Shares to be delivered pursuant to an Award are for the benefit of a Service Provider, they shall only be delivered in a manner that is, in the opinion of the Committee, compliant with the provisions of Applicable Law and any applicable securities laws or stock exchange rules and regulations and consistent with the requirements of Section 82 of the Companies Act.

5. **Shares Subject to this Non-Employee Sub-Plan.**

Subject to adjustment as provided in Section 1.6.3 of the Plan, the maximum number of Shares that may be allotted and/or issued to or for the benefit of Service Providers pursuant to Awards shall be limited to such number of Shares as the Company has been authorized by its shareholders to allot and/or issue pursuant to Section 1021 of the Companies Act (including any disapplication of Section 1022 of the Companies Act) from time to time.

6. **No “employees’ share scheme”.**

Without prejudice to other Awards granted pursuant to the Plan, Awards granted to Service Providers pursuant to this Non-Employee Sub-Plan are not granted pursuant to an “employees’ share scheme” for the purposes of the Companies Act.

**OCTAVE INTELLIGENCE PLC
EMPLOYEE SHARE PURCHASE PLAN**

AS OF MAY 6, 2026

1. Definitions.

(a) “**Administrator**” means the Committee or, subject to Applicable Law and the terms of the Company’s Memorandum and Articles of Association, one or more of the Company’s officers or management team appointed by the Board or Committee to administer the day-to-day operations of the Plan. Except as otherwise provided in the Plan, the Board or Committee may assign any of its administrative tasks to the Administrator.

(b) “**Affiliate**” will have the meaning ascribed to such term in Rule 12b-2 promulgated under the Exchange Act. The Board will have the authority to determine the time or times at which “Affiliate” status is determined within the foregoing definition.

(c) “**Applicable Law**” means the laws of Ireland, the United States and any state thereof that are applicable to the Company, the Shares and the Plan, including the requirements relating to the administration of equity-based awards under state corporate laws, United States federal and state securities laws, the Code, the rules of any stock exchange or quotation system on which the Shares are listed or quoted and the applicable laws of any other country or jurisdiction where rights are, or will be, granted under the Plan. For the avoidance of doubt, Applicable Law will include any tax law that imposes requirements in order to avoid adverse tax consequences.

(d) “**Board**” means the Directors of the Company.

(e) “**Change in Control**” means, except in connection with the Distribution Transaction, the occurrence of any of the following events after the completion of the Distribution Transaction:

(i) during any period of not more than thirty-six (36) months, the individuals who constitute the Board as of the beginning of the period (the “**Incumbent Directors**”) cease for any reason to constitute at least a majority of the Board; provided, that any person becoming a Director subsequent to the beginning of such period, whose election or nomination for election was approved by a vote of at least two-thirds of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement or shareholder meeting circular of the Company in which such person is named as a nominee for Director, without written objection to such nomination) will be deemed to be an Incumbent Director; provided, however, that no individual initially elected or nominated as a Director as a result of an actual or publicly threatened election contest with respect to Directors or as a result of any other actual or publicly threatened solicitation of proxies by or on behalf of any person other than the Board will be deemed to be an Incumbent Director;

(ii) any “person” (as such term is defined in Section 3(a)(9) of the Exchange Act and as used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act), is or becomes a “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company’s then-outstanding securities eligible to vote for the election of the Board (“**Company Voting Securities**”); provided, however, that the event described in this paragraph (b) will not be

deemed to be a Change in Control by virtue of the ownership or acquisition (including any purchase or redemption) of Company Voting Securities: (A) by any member of the Company Group, (B) by any employee benefit plan (or related trust) sponsored or maintained by any member of the Company Group, (C) by any underwriter temporarily holding securities pursuant to an offering of such securities, (D) pursuant to a Non-Qualifying Transaction (as defined in paragraph (c) of this definition), (E) by any private investor from any member of the Company Group or (F) by MSAB;

(iii) the consummation of a merger, takeover, scheme of arrangement, consolidation, statutory share exchange or similar form of corporate transaction involving the Company that requires the approval of the Company's shareholders, whether for such transaction or the issuance of securities in the transaction (a "**Business Combination**"), unless immediately following such Business Combination: (A) more than 50% of the total voting power of (x) the entity resulting from such Business Combination (the "**Surviving Entity**"), or (y) if applicable, the ultimate parent corporation that directly or indirectly has beneficial ownership of at least 95% of the voting power, is represented by Company Voting Securities that were outstanding immediately prior to such Business Combination (or, if applicable, is represented by Shares into which such Company Voting Securities were converted pursuant to such Business Combination), and such voting power among the holders thereof is in substantially the same proportion as the voting power of such Company Voting Securities among the holders thereof immediately prior to the Business Combination, (B) no person (other than MSAB or any employee benefit plan (or related trust) sponsored or maintained by the Surviving Entity or the parent), is or becomes the beneficial owner, directly or indirectly, of 50% or more of the total voting power of the outstanding voting securities eligible to elect directors of the parent (or, if there is no parent, the Surviving Entity) and (C) at least a majority of the members of the board of directors of the parent (or, if there is no parent, the Surviving Entity) following the consummation of the Business Combination were Incumbent Directors at the time of the Board's approval of the execution of the initial agreement providing for such Business Combination (any Business Combination which satisfies all of the criteria specified in (A), (B) and (C) of this paragraph (c) will be deemed to be a "**Non-Qualifying Transaction**");

(iv) the consummation of a sale or other disposition of all or substantially all of the Company's assets (other than to an affiliate of the Company); or

(v) the Company's shareholders approve a plan of complete liquidation or dissolution of the Company.

2. Notwithstanding the foregoing, a Change in Control will not be deemed to occur solely because any person acquires beneficial ownership of more than 50% of the Company Voting Securities as a result of the acquisition (including any purchase or redemption) of Company Voting Securities by the Company Group which reduces the number of Company Voting Securities outstanding; provided, that if after such acquisition by the Company Group such person becomes the beneficial owner of additional Company Voting Securities that increases the percentage of outstanding Company Voting Securities beneficially owned by such person, a Change in Control will then occur.

(a) "**Code**" means the United States Internal Revenue Code of 1986, as amended from time to time, or any successor thereto, and the applicable rulings and regulations thereunder. Reference to a specific Section of the Code or United States Treasury Regulation

thereunder will include such Section or regulation, any valid regulation or other official applicable guidance promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such Section or regulation.

(b) “**Committee**” means the Compensation Committee of the Board as constituted from time to time, and including any successor committee or any subcommittee referred to in Section 4(e).

(c) “**Company**” means Octave Intelligence plc, an Irish-incorporated public limited company, or any successor to all or substantially all of the Company’s business that adopts the Plan.

(d) “**Company Group**” means the Company and any Subsidiary, and any successor entity thereto.

(e) “**Contributions**” means the amount of Eligible Pay contributed by a Participant through payroll deductions and other additional payments that the Committee may permit a Participant to make to fund the exercise of rights to purchase Shares granted pursuant to the Plan.

(f) “**Designated Company**” means any Subsidiary or Affiliate, whether now existing or existing in the future, that has been designated by the Committee from time to time in its sole discretion as eligible to participate in the Plan. The Committee may designate Subsidiaries or Affiliates as Designated Companies in a Non-423 Offering. For purposes of a Section 423 Offering, only the Company and its Subsidiaries may be Designated Companies; provided, that at any given time, a Subsidiary that is a Designated Company under a Section 423 Offering will not be a Designated Company under a Non-423 Offering.

(g) “**Director**” means a director of the Company.

(h) “**Distribution Transaction**” means the distribution of the share capital of the Company, consisting of A Ordinary Shares, par value \$0.01 per share, and B Ordinary Shares, par value \$0.01 per share, in connection with the separation of the Company from Hexagon AB.

(i) “**Effective Date**” means the date the Plan is approved by the Board, subject to Section 17 hereof.

(j) “**Eligible Employee**” means any individual in a employee-employer relationship with the Company or a Designated Company for income tax and employment tax withholding and reporting purposes. For purposes of clarity, the term “Eligible Employee” will not include the following, regardless of any subsequent reclassification as an employee by the Company or a Designated Company, any governmental agency, or any court: (i) any independent contractor, (ii) any consultant, (iii) any individual performing services for the Company or a Designated Company who has entered into an independent contractor or consultant agreement with the Company or a Designated Company, (iv) any individual performing services for the Company or a Designated Company under an independent contractor or consultant agreement, a purchase order, a supplier agreement or any other agreement that the Company or a Designated Company enters into for services, (v) any individual classified by the Company or a Designated Company as contract labor (such as contractors, contract employees, job shoppers), regardless of length of service, (vi) any individual whose base wage or salary is not processed for payment by the payroll department(s) or payroll provider(s) of the Company or

a Designated Company and (vii) any leased employee. The Committee will have exclusive discretion to determine whether an individual is an Eligible Employee for purposes of the Plan.

(k) “**Eligible Pay**” means the total amount paid by the Company or any Subsidiary or Affiliate to the Eligible Employee (other than amounts paid after termination of employment date, even if such amounts are paid for pre-termination date services) as base salary or wages (including 13th/14th month payments or similar concepts under local law) and any portion of such amounts voluntarily deferred or reduced by the Eligible Employee (i) under any employee benefit plan of the Company or a Subsidiary or Affiliate available to all levels of employees on a non-discriminatory basis upon satisfaction of eligibility requirements, and (ii) under any deferral plan of the Company (provided such amounts would not otherwise have been excluded had they not been deferred), but excluding any cash bonuses, commissions, overtime pay, stipends, lump sum payments in lieu of foregone merit increases, “bonus buyouts” as the result of job changes, pension, retainers, severance pay, special stay-on bonus, income derived from share options, share appreciation rights, restricted share units and dispositions of shares acquired thereunder, any other allowances, and other special remuneration or variable pay. For Eligible Employees in the United States, Eligible Pay will include elective amounts that are not includible in gross income of the Eligible Employee by reason of Sections 125, 132(f)(4), 402(e)(3), 402(h) or 403(b) of the Code. The Committee will have discretion to determine the application of this definition to Eligible Employees outside the United States.

(l) “**Enrollment Period**” means the period during which an Eligible Employee may elect to participate in the Plan, with such period occurring before the first day of each Offering Period, as prescribed by the Administrator.

(m) “**Exchange Act**” means the United States Securities Exchange Act of 1934, as amended from time to time, or any successor thereto, and the applicable rulings and regulations thereunder.

(n) “**Fair Market Value**” means, as of any given date, (i) the closing price for the Shares on the applicable date as reported on the Nasdaq Global Select Market or, if no sale occurred on such date, the closing price reported for the first Trading Day immediately prior to such date during which a sale occurred, (ii) if the Shares are not traded on an exchange but is regularly quoted on a national market or other quotation system, the closing sales price on such date as quoted on such market or system, or if no sales occurred on such date, then on the date immediately prior to such date on which sales prices are reported or (iii) in the absence of an established market for the Shares of the type described in (i) or (ii) of this Section 1(r), the fair market value established by the Committee acting in good faith.

(o) “**MSAB**” means (a) Melker Schöring AB, (b) any affiliate or discretionary or managed account of Melker Schöring AB or (c) any group (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act) of which the persons described in clause (a) or (b) are members; provided, that in the case of this clause (c), persons in clauses (a) and (b) control a majority of the voting securities of such “group”.

(p) “**New Purchase Date**” means a new Purchase Date if the Administrator shortens any Offering Period then in progress.

(q) “**Offering**” means a Section 423 Offering or a Non-423 Offering of a right to purchase Shares under the Plan during an Offering Period as further described in Section 6.

Unless otherwise determined by the Committee, each Offering under the Plan in which Eligible Employees of one or more Designated Companies may participate will be deemed a separate offering for purposes of Section 423 of the Code, even if the dates of the applicable Offering Periods of each such Offering are identical, and the provisions of the Plan will separately apply to each Offering. With respect to Section 423 Offerings, the terms of separate Offerings need not be identical; provided, that all Eligible Employees granted purchase rights in a particular Offering will have the same rights and privileges, except as otherwise may be permitted by Code Section 423; a Non-423 Offering need not satisfy such requirements.

(r) “**Offering Period**” means the periods established in accordance with Section 6 during which rights to purchase Shares may be granted pursuant to the Plan and Shares may be purchased on one or more Purchase Dates. The duration and timing of Offering Periods may be changed pursuant to Sections 6 and 16.

(s) “**Parent**” means a “parent corporation,” whether now or hereafter existing, as defined in Section 424(e) of the Code.

(t) “**Participant**” means an Eligible Employee who elects to participate in the Plan.

(u) “**Plan**” means the Octave Intelligence plc Employee Share Purchase Plan, as may be amended from time to time.

(v) “**Purchase Date**” means the last Trading Day of each Purchase Period (or such other Trading Day as the Committee may determine).

(w) “**Purchase Period**” means a period of time within an Offering Period, as may be specified by the Committee in accordance with Section 6, generally beginning on the first Trading Day of each Offering Period and ending on a Purchase Date. An Offering Period may consist of one or more Purchase Periods.

(x) “**Purchase Price**” means the purchase price at which Shares may be acquired on a Purchase Date and which will be set by the Committee; provided, that the Purchase Price for a Section 423 Offering will not be less than eighty-five percent (85%) of the lesser of (i) the Fair Market Value of the Shares on the first Trading Day of the Offering Period or (ii) the Fair Market Value of the Shares on the Purchase Date. Unless otherwise determined by the Committee prior to the commencement of an Offering Period, the Purchase Price will be eighty-five percent (85%) of the lesser of (a) the Fair Market Value of the Shares on the first Trading Day of the Offering Period or (b) the Fair Market Value of the Shares on the Purchase Date.

(y) “**Shares**” means B Ordinary Shares of the Company, par value \$0.01 per share, as the same may be converted, changed, reclassified or exchanged.

(z) “**Subsidiary**” means a “subsidiary corporation,” whether now or hereafter existing, as defined in Section 424(f) of the Code.

(aa) “**Tax-Related Items**” means any income tax, social insurance, payroll tax, payment on account or other tax-related items arising in relation to the Participant’s participation in the Plan.

(ab) “**Trading Day**” means a day on which the principal exchange that Shares are listed on is open for trading.

3. Purpose of the Plan. The purpose of the Plan is to provide an opportunity for Eligible Employees of the Company and its Designated Companies to purchase Shares at a discount through voluntary Contributions, thereby attracting, retaining and rewarding such persons and strengthening the alignment of interest between such persons and the Company's shareholders. The Company intends for offerings under the Plan to qualify as an "employee stock purchase plan" under Section 423 of the Code (each, a "**Section 423 Offering**"); provided, that the Committee may also authorize the grant of rights under offerings of the Plan that are not intended to comply with the requirements of Section 423 of the Code, pursuant to any rules, procedures, appendices, or sub-plans (collectively, "**Sub-Plans**") adopted by the Committee for such purpose (each, a "**Non-423 Offering**").

4. Shares Reserved for the Plan. Subject to adjustment pursuant to Section 15 hereof, 2,684,377 Shares may be sold pursuant to the Plan. Such Shares may be authorized but unissued Shares, treasury shares or Shares purchased in the open market. For the avoidance of doubt, up to the maximum number of Shares reserved under this Section 3 may be used to satisfy purchases of Shares under Section 423 Offerings and any remaining portion of such maximum number of Shares may be used to satisfy purchases of Shares under Non-423 Offerings.

5. Administration of the Plan.

(a) Committee as Administrator. The Committee will administer the Plan. Notwithstanding anything in the Plan to the contrary, subject to Applicable Law, any authority or responsibility that, under the terms of the Plan, may be exercised by the Committee may alternatively be exercised by the Board. To the extent permitted by Applicable Law, no member of the Board or Committee (or its delegates) will be liable for any good faith action or determination made in connection with the operation, administration or interpretation of the Plan. In the performance of its responsibilities with respect to the Plan, the Committee will be entitled to rely upon, and no member of the Committee will be liable for any action taken or not taken in reliance upon, information and/or advice furnished by the Company's officers or employees, the Company's accountants, the Company's counsel and any other party that the Committee deems necessary.

(b) Powers of the Committee. The Committee will have full power and authority to administer the Plan, including, without limitation, the authority to (i) construe, interpret, reconcile any inconsistency in, correct any default in and supply any omission in, and apply the terms of the Plan and any enrollment form or other instrument or agreement relating to the Plan, (ii) determine eligibility and adjudicate all disputed claims filed under the Plan, including whether Eligible Employees will participate in a Section 423 Offering or a Non-423 Offering and which Subsidiaries and Affiliates of the Company will be Designated Companies participating in either a Section 423 Offering or a Non-423 Offering, (iii) determine the terms and conditions of any right to purchase Shares under the Plan, (iv) establish, amend, suspend or waive such rules and regulations and appoint such agents as it deems appropriate for the proper administration of the Plan, (v) amend an outstanding right to purchase Shares, including any amendments to a right that may be necessary for purposes of effecting a transaction contemplated under Section 15 hereof (including, but not limited to, an amendment to the class or type of stock that may be issued pursuant to the exercise of a right or the Purchase Price applicable to a right); provided, that the amended right otherwise conforms to the terms of the Plan, and (vi) make any other determination and take any other action that the Committee deems

necessary or desirable for the administration of the Plan including, without limitation, the adoption of such Sub-Plans as are necessary or appropriate to permit the participation in the Plan by employees who are non-U.S. nationals or employed outside the United States, as further set forth in Section 4(c) below.

(c) Non-U.S. Sub-Plans. Notwithstanding any provision to the contrary in this Plan, the Committee may adopt such Sub-Plans relating to the operation and administration of the Plan to accommodate the specific requirements of local laws and procedures for jurisdictions outside of the United States, the terms of which Sub-Plans may take precedence over other provisions of this Plan, with the exception of Section 3 hereof, but unless otherwise superseded by the terms of such Sub-Plan, the provisions of this Plan will govern the operation of such Sub-Plan. To the extent inconsistent with the requirements of Section 423, any such Sub-Plan will be considered part of a Non-423 Offering, and purchase rights granted thereunder will not be required by the terms of the Plan to comply with Section 423 of the Code. Without limiting the generality of the foregoing, the Committee is authorized to adopt Sub-Plans for particular non-U.S. jurisdictions that modify the terms of the Plan to meet applicable local requirements regarding, without limitation, (i) eligibility to participate, (ii) the definition of Eligible Pay, (iii) the dates and duration of Offering Periods or other periods during which Participants may make Contributions towards the purchase of Shares, (iv) the method of determining the Purchase Price and the discount from Fair Market Value at which Shares may be purchased, (v) any minimum or maximum amount of Contributions a Participant may make in an Offering Period or other specified period under the applicable Sub-Plan, (vi) the treatment of purchase rights upon a Change in Control or a change in capitalization of the Company, (vii) the handling of payroll deductions, (viii) establishment of bank, building society or trust accounts to hold Contributions, (ix) payment of interest, (x) conversion of local currency, (xi) obligations to pay payroll tax, (xii) determination of beneficiary designation requirements, (xiii) withholding procedures and (xiv) handling of Share issuances.

(d) Binding Authority. The determination of the Committee on all matters relating to the Plan and any enrollment form or other instrument or agreement relating to the Plan will be entitled to the maximum deference permitted by law and will be final, binding and conclusive and non-reviewable and non-appealable and may be entered as a final judgment in any court having jurisdiction.

(e) Delegation of Authority. The Committee may delegate (either generally or specifically) to a subcommittee or subcommittees of the Committee, the Administrator or other persons or groups of persons the powers, authorities and discretions conferred on it as it deems appropriate in its sole discretion in accordance with Applicable Law, and subject to the terms of the Company's Memorandum and Articles of Association. Except as specifically provided to the contrary, references to the Committee include any subcommittee, administrative group, individual or individuals to whom the Committee has delegated its duties and powers.

(f) Equal Rights and Privileges. Notwithstanding any provision of the Plan to the contrary and in accordance with Section 423 of the Code, the Committee shall ensure that all Eligible Employees who are granted purchase rights in any Section 423 Offering shall have the same rights and privileges, subject to permissible differences under Section 423 of the Code (including proportional limits based on compensation).

6. Eligible Employees.

(a) General. Any individual who is an Eligible Employee as of the commencement of an Offering Period will be eligible to participate in the Plan, subject to the requirements of Section 7.

(b) Non-U.S. Employees. An Eligible Employee who works for a Designated Company and is a citizen or resident of a jurisdiction other than the United States (without regard to whether such individual also is a citizen or resident of the United States or is a resident alien (within the meaning of Section 7701(b)(1)(A) of the Code)) may be excluded from participation in the Plan or an Offering if the participation of such Eligible Employee is prohibited under the laws of the applicable jurisdiction or if complying with the laws of the applicable jurisdiction would cause the Plan or a Section 423 Offering to violate Section 423 of the Code. In the case of a Non-423 Offering, an Eligible Employee (or group of Eligible Employees) may be excluded from participation in the Plan or an Offering if the Administrator has determined, in its sole discretion, that participation of such Eligible Employee(s) is not advisable or practicable for any reason.

(c) Limitations. Notwithstanding any provisions of the Plan to the contrary, no Eligible Employee will be granted a right to purchase Shares under a Section 423 Offering (a) to the extent that, immediately after the grant, such Eligible Employee (or any other person whose stock would be attributed to such Eligible Employee pursuant to Section 424(d) of the Code) would own capital stock of the Company and/or hold outstanding rights to purchase capital stock possessing five percent (5%) or more of the total combined voting power or value of all classes of the capital stock of the Company or of any Subsidiary of the Company or (b) to the extent that his or her rights to purchase capital stock under all employee stock purchase plans of the Company and its Subsidiaries accrues at a rate that exceeds twenty-five thousand U.S. dollars (US\$25,000) worth of such stock (determined at the fair market value of the shares of such stock at the time such right is granted) for each calendar year in which such purchase right is outstanding. The Committee, in its discretion, from time to time may, prior to an Enrollment Period for all purchase rights to be granted in an Offering, determine (on a uniform and nondiscriminatory basis for Section 423 Offerings) that the definition of Eligible Employee will or will not include an individual if he or she: (i) has not completed at least six (6) months of service since his or her last hire date (or such lesser period of time as may be determined by the Committee in its discretion), (ii) customarily works not more than twenty (20) hours per week (or such lesser period of time as may be determined by the Committee in its discretion), (iii) customarily works not more than five (5) months per calendar year (or such lesser period of time as may be determined by the Committee in its discretion), (iv) is a highly compensated employee within the meaning of Section 414(q) of the Code, or (v) is a highly compensated employee within the meaning of Section 414(q) of the Code with compensation above a certain level or is an officer or subject to the disclosure requirements of Section 16(a) of the Exchange Act; provided, that the exclusion is applied with respect to each Section 423 Offering in an identical manner to all highly compensated individuals of the Designated Company whose employees are participating in that Offering.

7. Offering Periods. The Plan will be implemented by consecutive Offering Periods with a new Offering Period commencing on the first Trading Day of the relevant Offering Period and terminating on the last Trading Day of the relevant Offering Period. Unless and until the

Committee determines otherwise in its discretion, each Offering Period will consist of one (1) six (6)-month Purchase Period, which will run simultaneously with the Offering Period. Unless otherwise provided by the Committee, Offering Periods will run from January 1 (or the first Trading Day thereafter) through June 30 (or the first Trading Day prior to such date) and from July 1 (or the first Trading Day thereafter) through December 31 (or the first Trading Day prior to such date). The Committee has authority to establish additional or alternative sequential or overlapping Offering Periods, a different number of Purchase Periods within an Offering Period, a different duration for one or more Offering Periods or Purchase Periods or different commencement or ending dates for such Offering Periods with respect to future offerings without shareholder approval if such change is announced prior to the scheduled beginning of the first Offering Period to be affected thereafter; provided, that no Offering Period may have a duration exceeding twenty-seven (27) months. To the extent that the Committee establishes overlapping Offering Periods with more than one Purchase Period in each Offering Period, the Committee will have the discretion to structure an Offering Period so that if the Fair Market Value of the Shares on any Purchase Date within an Offering Period is less than or equal to the Fair Market Value of the Shares on the first Trading Day of that Offering Period, then (i) that Offering Period will terminate immediately as of that first Trading Day, and (ii) the Participants in such terminated Offering Period will be automatically enrolled in a new Offering Period beginning on the first Trading Day of such new Purchase Period.

8. Election to Participate and Payroll Deductions. An Eligible Employee may elect to participate in an Offering Period under the Plan during any Enrollment Period. Any such election will be made by completing the online enrollment process through the Company's designated Plan broker or by completing and submitting an enrollment form to the Administrator during such Enrollment Period, authorizing Contributions in whole percentages from one percent (1%) to fifteen percent (15%) of the Eligible Employee's Eligible Pay for the Purchase Period within the Offering Period to which the deduction applies. A Participant may elect to increase or decrease the rate of such Contributions during any subsequent Enrollment Period by submitting the appropriate form online through the Company's designated Plan broker or to the Administrator; provided, that no change in Contributions will be permitted to the extent that such change would result in total Contributions exceeding fifteen percent (15%) of the Eligible Employee's Eligible Pay, or such lower maximum amount as may be determined by the Administrator. Any such new rate of Contributions will become effective on the first day of the first Purchase Period following the completion of such enrollment form. Unless otherwise determined by the Administrator, during a Purchase Period, a Participant may not increase or reduce his or her rate of Contributions.

9. Contributions. The Company will establish an account in the form of a bookkeeping entry for each Participant for the purpose of tracking Contributions made by each Participant during the Offering Period, and will credit all Contributions made by each Participant to such account. The Company will not be obligated to segregate the Contributions from the general funds of the Company or any Designated Company nor will any interest be paid on such Contributions, unless otherwise determined by the Administrator or required by Applicable Law.

All Contributions received by the Company for Shares sold by the Company on any Purchase Date pursuant to this Plan may be used for any corporate purpose.

10. Taxes. At the time a Participant's purchase right is exercised, in whole or in part, or at the time a Participant disposes of some or all of the Shares acquired under the Plan, the Participant will make adequate provision for any Tax-Related Items. In their sole discretion, and except as otherwise determined by the Committee, the Company or the Designated Company that employs the Participant may satisfy their obligations to withhold Tax-Related Items by (a) withholding from the Participant's wages or other compensation, (b) withholding a sufficient whole number of Shares otherwise issuable following purchase having an aggregate Fair Market Value sufficient to pay the Tax-Related Items required to be withheld with respect to the Shares, or (c) withholding from proceeds from the sale of Shares issued upon purchase, either through a voluntary sale or a mandatory sale arranged by the Company.

11. Brokerage Accounts or Plan Share Accounts. By enrolling in the Plan, each Participant will be deemed to have authorized the establishment of a brokerage account on his or her behalf at a securities brokerage firm selected by the Administrator. Alternatively, the Administrator may provide for Plan share accounts for each Participant to be established by the Company or by an outside entity selected by the Administrator which is not a brokerage firm. Shares purchased by a Participant pursuant to the Plan will be held in the Participant's brokerage or Plan share account. The Company may require that Shares be retained in such brokerage or Plan share account for a designated period of time, and/or may establish procedures to permit tracking of dispositions of Shares.

12. Rights as a Shareholder. A Participant will have no rights as a shareholder with respect to Shares subject to any rights granted under this Plan or any Shares deliverable under this Plan unless and until recorded in the books of the brokerage firm selected by the Administrator or, as applicable, the Company, its transfer agent, stock plan administrator or such other outside entity which is not a brokerage firm. Each Participant shall provide the Company with prompt written notice of any disposition or other transfer of Shares acquired under a Section 423 Offering if such disposition or transfer occurs within two years after the first day of the Offering Period or within one year after the Purchase Date, to enable the Company to satisfy any tax reporting and deduction requirements.

13. Rights Not Transferable. Rights granted under this Plan are not transferable by a Participant other than by will or the laws of descent and distribution, and are exercisable during a Participant's lifetime only by the Participant.

14. Withdrawals. A Participant may withdraw from an Offering Period by submitting the appropriate form online through the Company's designated Plan broker or to the Administrator. A notice of withdrawal must be received no later than the last day of the month immediately preceding the month of the Purchase Date or by such other deadline as may be prescribed by the Administrator. Upon receipt of such notice, automatic deductions of Contributions on behalf of the Participant will be discontinued commencing with the payroll period immediately following the effective date of the notice of withdrawal, and such Participant will not be eligible to participate in the Plan until the next Enrollment Period. Unless otherwise determined by the Administrator, amounts credited to the contribution account of any Participant

who withdraws prior to the date set forth in this Section 13 will be refunded, without interest, as soon as practicable.

15. Termination of Employment.

(a) General. Upon a Participant ceasing to be an Eligible Employee for any reason prior to a Purchase Date, Contributions for such Participant will be discontinued and any amounts then credited to the Participant's contribution account will be refunded, without interest, as soon as practicable, except as otherwise determined by the Administrator.

(b) Leave of Absence. Subject to the discretion of the Administrator, if a Participant is granted a paid leave of absence, payroll deductions on behalf of the Participant will continue and any amounts credited to the Participant's contribution account may be used to purchase Shares as provided under the Plan. If a Participant is granted an unpaid leave of absence, payroll deductions on behalf of the Participant will be discontinued and no other Contributions will be permitted (unless otherwise determined by the Administrator or required by Applicable Law), but any amounts then credited to the Participant's contribution account may be used to purchase Shares on the next applicable Purchase Date. Where the period of leave exceeds three (3) months and the Participant's right to reemployment is not guaranteed by statute or by contract, the employment relationship will be deemed to have terminated three (3) months and one (1) day following the commencement of such leave for purposes of the Plan.

(c) Transfer of Employment. Unless otherwise determined by the Administrator, a Participant whose employment transfers or whose employment terminates with an immediate rehire (with no break in service) by or between the Company or a Designated Company will not be treated as having terminated employment for purposes of participating in the Plan or an Offering; provided, that if a Participant transfers from a Section 423 Offering to a Non-423 Offering, the exercise of the Participant's purchase right will be qualified under the Section 423 Offering only to the extent that such exercise complies with Section 423 of the Code. If a Participant transfers from a Non-423 Offering to a Section 423 Offering, the exercise of the Participant's purchase right will remain non-qualified under the Non-423 Offering.

16. Adjustment Provisions.

(a) Changes in Capitalization. In the event of any change affecting the number, class, value, or terms of the Shares resulting from a recapitalization, share split, bonus issue, reverse share split, share dividend, spin-off, split up, combination, reclassification or exchange of Shares, merger, consolidation, rights offering, separation, reorganization or liquidation or any other change in the corporate structure or Shares, including any extraordinary dividend or extraordinary distribution (but excluding any regular cash dividend), then the Committee, in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, will, in such manner as it may deem equitable, adjust the number and class of Shares that may be delivered under the Plan (including the numerical limits of Sections 3), the Purchase Price per Share and the number of Shares covered by each right under the Plan that has not yet been exercised. For the avoidance of doubt, the Committee may not delegate its authority to make adjustments pursuant to this Section 15(a). Except as expressly provided herein, no issuance by the Company of shares of any class, or securities convertible into shares of any class, will affect, and no adjustment by reason thereof will be made with respect to, the number or price of Shares subject to a purchase right.

(b) Change in Control. In the event of a Change in Control, each outstanding right to purchase Shares will be equitably adjusted and assumed or an equivalent right to purchase Shares substituted by the successor corporation or a Parent or Subsidiary of the successor corporation. In the event that the successor corporation in a Change in Control refuses to assume or substitute for the purchase right or the successor corporation is not a publicly traded corporation, the Offering Period then in progress will be shortened by setting a New Purchase Date and will end on the New Purchase Date. The New Purchase Date will be before the date of the Company's proposed Change in Control. The Committee will notify each Participant in writing, at least ten (10) Trading Days prior to the New Purchase Date, that the Purchase Date for the Participant's purchase right has been changed to the New Purchase Date and that Shares will be purchased automatically for the Participant on the New Purchase Date, unless prior to such date the Participant has withdrawn from the Offering Period, as provided in Section 13 hereof.

17. Amendments and Termination of the Plan. The Board or the Committee may amend the Plan at any time; provided, that, if shareholder approval is required pursuant to Applicable Law, then no such amendment will be effective unless approved by the Company's shareholders within such time period as may be required. The Board may suspend the Plan or discontinue the Plan at any time, including shortening an Offering Period in connection with a spin-off or other similar corporate event. Upon termination of the Plan, all Contributions will cease and all amounts then credited to a Participant's account will be equitably applied to the purchase of whole Shares then available for sale, and any remaining amounts will be promptly refunded, without interest, to Participants. For the avoidance of doubt, the Board or Committee, as applicable herein, may not delegate its authority to make amendments to or suspend the operations of the Plan pursuant to this Section 16.

18. Shareholder Approval; Effective Date. The Plan will be subject to approval by the shareholders of the Company within twelve (12) months after the date the Plan is adopted by the Board. Such shareholder approval will be obtained in the manner and to the degree required under Applicable Laws. The Plan will become effective on the Effective Date, subject to approval of the shareholders of the Company as contemplated in the foregoing sentence. For the avoidance of doubt, the Board may not delegate its authority to approve the Plan pursuant to this Section 17.

19. Conditions Upon Issuance of Shares. Notwithstanding any other provision of the Plan, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the Shares, the Company will not be required to deliver any Shares issuable upon exercise of a right under the Plan prior to the completion of any registration or qualification of the Shares under any local, state, federal or securities or exchange control law of a jurisdiction outside the United States or under rulings or regulations of any governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or non-U.S. governmental agency, which registration, qualification or approval the Committee will, in its absolute discretion, deem necessary or advisable. The Company is under no obligation to register or qualify the Shares with any state or securities commission of a jurisdiction outside the United States, or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. If, pursuant to this Section 18, the Committee determines that the Shares will not be issued to any Participant, any Contributions credited to

such Participant's account will be promptly refunded, without interest, to the Participant, without any liability to the Company or any of its Subsidiaries or Affiliates.

20. Code Section 409A; Tax Qualification.

(a) Code Section 409A. Rights to purchase Shares granted under a Section 423 Offering are exempt from the application of Section 409A of the Code and rights to purchase Shares granted under a Non-423 Offering are intended to be exempt from Section 409A of the Code pursuant to the "short-term deferral" exemption contained therein. In furtherance of the foregoing and notwithstanding any provision in the Plan to the contrary, if the Committee determines that a right granted under the Plan may be subject to Section 409A of the Code or that any provision in the Plan would cause a right under the Plan to be subject to Section 409A of the Code, the Committee may amend the terms of the Plan and/or of an outstanding right granted under the Plan, or take such other action the Committee determines is necessary or appropriate, in each case, without the Participant's consent, to exempt any outstanding right or future right that may be granted under the Plan from or to allow any such rights to comply with Section 409A of the Code, but only to the extent any such amendments or action by the Committee would not violate Section 409A of the Code. Notwithstanding the foregoing, the Company will have no liability to a Participant or any other party if the right to purchase Shares under the Plan that is intended to be exempt from or compliant with Section 409A of the Code is not so exempt or compliant or for any action taken by the Committee with respect thereto. The Company makes no representation that the right to purchase Shares under the Plan is compliant with Section 409A of the Code.

(b) Tax Qualification. Although the Company may endeavor to (i) qualify a right to purchase Shares for favorable tax treatment under the laws of the United States or jurisdictions outside of the United States or (ii) avoid adverse tax treatment (*e.g.*, under Section 409A of the Code), the Company makes no representation to that effect and expressly disavows any covenant to maintain favorable or avoid unfavorable tax treatment, notwithstanding anything to the contrary in this Plan, including Section 19(a) hereof. The Company will be unconstrained in its corporate activities without regard to the potential negative tax impact on Participants under the Plan.

21. No Continued Employment; Right of Discharge Reserved. Neither the adoption of the Plan nor participation in the Plan (or any provision in the Plan) will confer upon any Participant any right to continued employment with the Company, its Subsidiaries or any Affiliates, nor will it interfere in any way with the right of the Company, its Subsidiaries or any Affiliates to terminate, or alter the terms and conditions of, such employment or other engagement at any time.

22. Governing Law. THE PLAN AND ALL ACTIONS TAKEN THEREUNDER WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ALABAMA, WITHOUT REFERENCE TO PRINCIPLES OF CONFLICT OF LAWS.

23. Disputes; Choice of Forum. The Company and each Participant, as a condition to such Participant's participation in the Plan, hereby irrevocably submit to the exclusive jurisdiction of any state or federal court located in located in the County of Madison, State of Alabama, over any suit, action or proceeding arising out of or relating to or concerning the Plan.

The Company and each Participant, as a condition to such Participant's participation in the Plan, acknowledge that the forum designated by this Section 22 has a reasonable relation to the Plan and to the relationship between such Participant and the Company. Notwithstanding the foregoing, nothing herein will preclude the Company from bringing any action or proceeding in any other court for the purpose of enforcing the provisions of this Section 22. The agreement by the Company and each Participant as to forum is independent of the law that may be applied in the action, and the Company and each Participant, as a condition to such Participant's participation in the Plan, (i) agree to such forum even if the forum may under applicable law choose to apply non-forum law, (ii) hereby waive, to the fullest extent permitted by applicable law, any objection which the Company or such Participant now or hereafter may have to personal jurisdiction or to the laying of venue of any such suit, action or proceeding in any court referred to in this Section 22, (iii) undertake not to commence any action arising out of or relating to or concerning the Plan in any forum other than the forum described in this Section 22 and (iv) agree that, to the fullest extent permitted by applicable law, a final and non-appealable judgment in any such suit, action or proceeding in any such court will be conclusive and binding upon the Company and each Participant. Each Participant, as a condition to such Participant's participation in the Plan, hereby irrevocably appoints the General Counsel of the Company as such Participant's agent for service of process in connection with any action, suit or proceeding arising out of or relating to or concerning the Plan, who will promptly advise such Participant of any such service of process.

24. Waiver of Jury Trial. EACH PARTICIPANT WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THE PLAN.

25. Plan Headings. The headings in the Plan are for the purpose of convenience only and are not intended to define or limit the construction of the provisions hereof.

26. Expenses. Unless otherwise set forth in the Plan or determined by the Administrator, all expenses of administering the Plan, including expenses incurred in connection with the purchase of Shares for sale to Participants, will be borne by the Company and its Subsidiaries or Affiliates.

**OCTAVE INTELLIGENCE PLC
LONG-TERM INCENTIVE PLAN**

RESTRICTED SHARE UNIT AWARD AGREEMENT

This Restricted Share Unit Award Agreement (this “**Award Agreement**”) evidences an award of restricted share units by Octave Intelligence plc, an Irish incorporated public limited company (the “**Company**”; together with the Company’s direct and indirect subsidiaries, the “**Company Group**”) under the Octave Intelligence plc Long-Term Incentive Plan (as amended from time to time, the “**Plan**”). Capitalized terms not defined in the Award Agreement have the meanings given to them in the Plan.

Name of Grantee: [Participant Name] (the “**Grantee**”).

Grant Date: [Grant Date] (the “**Grant Date**”).

Number of Units: See Annex A attached hereto (which includes the definition of “**Units**”).

Vesting Schedule: Subject to the Grantee’s continued employment with the Company Group and except as otherwise provided in this Award Agreement or the Plan, the Units shall vest as provided in Annex B attached hereto.

The Units will vest only if the Grantee is, and has been, continuously employed by the Company Group from the Grant Date through the applicable vesting date (each a “**Vesting Date**”, as more particularly defined on Annex B) and will be forfeited without consideration upon any termination or cessation of employment for any reason prior to a Vesting Date.

Notwithstanding the foregoing and any provision in the Plan:

- A. Upon the Grantee’s death or Disability all outstanding, unvested Units will continue to vest on the applicable Vesting Date(s). For this purpose, “**Disability**” means (a) with respect to a Grantee employed pursuant to a written employment agreement, which agreement includes a definition of “Disability,” “Disability” as defined in that agreement, or (b) with respect to any other Grantee, inability to perform the essential functions of the Grantee’s then-existing position or positions with or without reasonable accommodation for a period of 180 days (which need not be consecutive) in any 12-month period as a result of physical or mental incapacity or illness;
- B. Upon the Grantee’s termination of employment by the Company Group without Cause or by the Grantee for Good Reason, in each case on or within two years after a Change in Control (a “**Qualifying CIC Termination**”), any outstanding, unvested Units will immediately vest as of the date of such termination in accordance with Section 3.6.1 of the Plan; and
- C. Unless determined otherwise by the Committee in its sole discretion, upon the Grantee’s termination of employment for any other reason, any outstanding, unvested Units will be immediately forfeited as of the date of such termination.

- Dealing Restriction:** If on a date on which Units are due to vest under this Award Agreement a Dealing Restriction applies to the Units, the Units shall vest on the date on which such Dealing Restriction lifts (and such date will be the applicable Vesting Date). For purposes of this Award Agreement, “**Dealing Restriction**” means restrictions imposed by the Company’s Insider Trading Policy or any other share dealing code adopted by the Company from time to time, or any Applicable Law which imposes restrictions on share dealing.
- Delivery Date:** No later than 30 days after the applicable Vesting Date (or, if earlier, the date of the Grantee’s termination of employment due to a Qualifying CIC Termination), subject to Applicable Law, the Company will issue to the Grantee (or at the Grantee’s direction) one Share (or the cash equivalent thereof) for each vested Unit, subject to applicable tax withholding as provided in Section 3.2 of the Plan (the date on which the Shares are so issued, the “**Delivery Date**”).
- Dividend Equivalents and Voting:** On each Delivery Date, the Company will pay to the Grantee a cash amount equal to the product of (x) all cash dividends or other distributions (other than cash dividends or other distributions pursuant to which the Units were adjusted pursuant to Section 1.6.3 of the Plan), if any, paid on a Share from the Grant Date to the applicable Delivery Date and (y) the number of Shares delivered to the Grantee on the applicable Delivery Date (including for this purpose any Shares which would have been delivered on the applicable Delivery Date but for being withheld to satisfy tax withholding obligations). The Grantee will have no voting rights with respect to any of the Shares underlying any Units until such Shares (which may be in registered, book-entry or such other form as the Committee may approve) are issued and delivered to the Grantee or at the Grantee’s direction in accordance with this Award Agreement recorded in the register of members and such other books and records of the Company or its transfer agents or registrar as may be required and delivered to the Grantee or at its direction (including through electronic delivery to a brokerage account).
- Section 409A:** Payments under this Award Agreement are intended to be exempt from or comply with Section 409A of the Internal Revenue Code (“**Section 409A**”) to the extent applicable, and this Award Agreement shall be administered accordingly. Notwithstanding anything to the contrary contained in this Award Agreement or any employment agreement the Grantee has entered into with the Company Group (“**Employment Agreement**”), to the extent that any payment under this Award Agreement is determined by the Company to constitute “non-qualified deferred compensation” subject to Section 409A and is payable to the Grantee by reason of termination of the Grantee’s Employment, then (a) such payment shall be made to the Grantee only upon a “separation from service” as defined for purposes of Section 409A under applicable regulations and (b) if the Grantee is a “specified employee” (within the meaning of Section 409A and as determined by the Company), such payment shall not be made before the date that is six months after the date of the Grantee’s separation from service (or the Grantee’s earlier death). Each payment under this Award Agreement shall be treated as a separate payment for purposes of Section 409A.

Tax Representations; Withholdings:	The Grantee is advised to review with his or her own tax advisors the international, federal, state and local tax consequences of receiving the Units. The Grantee hereby represents to the Company that he or she is relying solely on such advisors and not on any statements or representations of the Company, its Affiliates or any of their respective agents. If, in connection with the Units, the Company or any Affiliate is required to withhold any amounts by reason of any international, federal, state or local tax, such withholding shall be effected in accordance with Section 3.2 of the Plan. If the Units vest prior to payment, then the Grantee agrees to cooperate with the Company to satisfy any tax withholding obligations, in such manner as determined by the Committee in its sole discretion.
Transfer Restrictions:	The Grantee may not sell, exchange, transfer, assign, pledge, hypothecate or otherwise encumber the Units or the Shares underlying the Units, other than to the extent provided in Section 3.5 of the Plan.
Clawback:	The Units will be subject to any clawback or recapture policy that the Company may adopt from time to time, including the Octave Intelligence plc Clawback Policy, to the extent provided in such policy and, in accordance with such policy, may be subject to the requirement that the Units or Shares underlying the Units (or any cash equivalents paid) be repaid to the Company after they have been issued, delivered or paid to the Grantee.
Amendment:	The Committee reserves the right at any time to amend the terms and conditions set forth in this Award Agreement, except that the Committee shall not make any amendment in a manner unfavorable to the Grantee (other than if immaterial), without the Grantee's consent. Any amendment of this Award Agreement shall be in writing and signed by an authorized member of the Committee or a person or persons designated by the Committee.
Governing Law:	This Award Agreement shall be deemed to be made under, and in all respects be interpreted, construed and governed by and in accordance with, the laws of the State of Alabama without regard to conflict of law principles.
All Other Terms:	As set forth in the Plan.

The Plan is incorporated herein by reference. Except as otherwise set forth in the Award Agreement, the Award Agreement and the Plan constitute the entire agreement and understanding of the parties with respect to the Units. In the event that any provision of the Award Agreement is inconsistent with the Plan, the terms of the Plan will control. Except as specifically provided herein, in the event that any provision of this Award Agreement is inconsistent with any Employment Agreement, the terms of the Employment Agreement will control. By accepting this Award Agreement, the Grantee agrees to be subject to the terms and conditions of the Plan.

The Company may, in its sole and absolute discretion, decide to deliver any documents related to the Units awarded under the Plan or future units that may be awarded under the Plan by electronic means or request the Grantee's consent to participate in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any online or electronic system established and maintained by the Company or a third party designated by the

Company. The Grantee will not raise the use of electronic delivery as a defense to the formation of a contract. This Award Agreement may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Signature Page follows.]

IN WITNESS WHEREOF, the parties have caused this Award Agreement to be duly executed and effective as of the Grant Date.

OCTAVE INTELLIGENCE PLC

By

Name:

Title:

GRANTEE

By

Name: [●]

[Signature Page to Restricted Share Unit Award Agreement.]

Annex A

A-1-

Annex B

B-1

**OCTAVE INTELLIGENCE PLC
LONG-TERM INCENTIVE PLAN**

RESTRICTED AND PERFORMANCE SHARE UNIT AWARD AGREEMENT

This Restricted and Performance Share Unit Award Agreement (this “**Award Agreement**”) evidences an award of restricted and performance share units by Octave Intelligence plc, an Irish incorporated public limited company (the “**Company**”; together with the Company’s direct and indirect subsidiaries, the “**Company Group**”) under the Octave Intelligence plc Long-Term Incentive Plan (as amended from time to time, the “**Plan**”). Capitalized terms not defined in the Award Agreement have the meanings given to them in the Plan.

Name of Grantee: [Participant Name] (the “**Grantee**”).

Grant Date: [Grant Date] (the “**Grant Date**”).

Number of Units: See Annex A attached hereto (which includes the definition of “**Units**”).

Vesting Schedule: Subject to the Grantee’s continued employment with the Company Group and except as otherwise provided in this Award Agreement or the Plan, the Units shall vest as provided in Annex B attached hereto.

The Units will vest only if the Grantee is, and has been, continuously employed by the Company Group from the Grant Date through the applicable vesting date (each a “**Vesting Date**”, as more particularly defined on Annex B) and will be forfeited without consideration upon any termination or cessation of employment for any reason prior to a Vesting Date.

Notwithstanding the foregoing and any provision in the Plan:

- A. Upon the Grantee’s death or Disability all outstanding, unvested PSUs (as defined in Annex A) will remain eligible to vest on the applicable Vesting Date(s) based on actual performance, and all outstanding, unvested RSUs (as defined in Annex A) will continue to vest on the applicable Vesting Date(s). For this purpose, “**Disability**” means (a) with respect to a Grantee employed pursuant to a written employment agreement, which agreement includes a definition of “Disability,” “Disability” as defined in that agreement, or (b) with respect to any other Grantee, inability to perform the essential functions of the Grantee’s then-existing position or positions with or without reasonable accommodation for a period of 180 days (which need not be consecutive) in any 12-month period as a result of physical or mental incapacity or illness;
- B. Upon the Grantee’s termination of employment by the Company Group without Cause or by the Grantee for Good Reason, in each case on or within two years after a Change in Control (a “**Qualifying CIC Termination**”), any outstanding, unvested Units will immediately vest as of the date of such termination in accordance with Section 3.6.1 of the Plan; and

- C. Unless determined otherwise by the Committee in its sole discretion, upon the Grantee's termination of employment for any other reason, any outstanding, unvested Units will be immediately forfeited as of the date of such termination.

Dealing Restriction:

If on a date on which Units are due to vest under this Award Agreement a Dealing Restriction applies to the Units, the Units shall vest on the date on which such Dealing Restriction lifts (and such date will be the applicable Vesting Date). For purposes of this Award Agreement, "**Dealing Restriction**" means restrictions imposed by the Company's Insider Trading Policy or any other share dealing code adopted by the Company from time to time, or any Applicable Law which imposes restrictions on share dealing.

Delivery Date:

No later than 30 days after the applicable Vesting Date (or, if earlier, the date of the Grantee's termination of employment due to a Qualifying CIC Termination), subject to Applicable Law, the Company will issue to the Grantee (or at the Grantee's direction) one Share (or the cash equivalent thereof) for each vested Unit, subject to applicable tax withholding as provided in Section 3.2 of the Plan (the date on which the Shares are so issued, the "**Delivery Date**").

Dividend Equivalents and Voting:

On each Delivery Date, the Company will pay to the Grantee a cash amount equal to the product of (x) all cash dividends or other distributions (other than cash dividends or other distributions pursuant to which the Units were adjusted pursuant to Section 1.6.3 of the Plan), if any, paid on a Share from the Grant Date to the applicable Delivery Date and (y) the number of Shares delivered to the Grantee on the applicable Delivery Date (including for this purpose any Shares which would have been delivered on the applicable Delivery Date but for being withheld to satisfy tax withholding obligations). The Grantee will have no voting rights with respect to any of the Shares underlying any Units until such Shares (which may be in registered, book-entry or such other form as the Committee may approve) are issued and delivered to the Grantee or at the Grantee's direction in accordance with this Award Agreement recorded in the register of members and such other books and records of the Company or its transfer agents or registrar as may be required and delivered to the Grantee or at its direction (including through electronic delivery to a brokerage account).

Section 409A:	Payments under this Award Agreement are intended to be exempt from or comply with Section 409A of the Internal Revenue Code (“Section 409A”) to the extent applicable, and this Award Agreement shall be administered accordingly. Notwithstanding anything to the contrary contained in this Award Agreement or any employment agreement the Grantee has entered into with the Company Group (“Employment Agreement”), to the extent that any payment under this Award Agreement is determined by the Company to constitute “non-qualified deferred compensation” subject to Section 409A and is payable to the Grantee by reason of termination of the Grantee’s Employment, then (a) such payment shall be made to the Grantee only upon a “separation from service” as defined for purposes of Section 409A under applicable regulations and (b) if the Grantee is a “specified employee” (within the meaning of Section 409A and as determined by the Company), such payment shall not be made before the date that is six months after the date of the Grantee’s separation from service (or the Grantee’s earlier death). Each payment under this Award Agreement shall be treated as a separate payment for purposes of Section 409A.
Tax Representations; Withholdings:	The Grantee is advised to review with his or her own tax advisors the international, federal, state and local tax consequences of receiving the Units. The Grantee hereby represents to the Company that he or she is relying solely on such advisors and not on any statements or representations of the Company, its Affiliates or any of their respective agents. If, in connection with the Units, the Company or any Affiliate is required to withhold any amounts by reason of any international, federal, state or local tax, such withholding shall be effected in accordance with Section 3.2 of the Plan. If the Units vest prior to payment, then the Grantee agrees to cooperate with the Company to satisfy any tax withholding obligations, in such manner as determined by the Committee in its sole discretion.
Transfer Restrictions:	The Grantee may not sell, exchange, transfer, assign, pledge, hypothecate or otherwise encumber the Units or the Shares underlying the Units, other than to the extent provided in Section 3.5 of the Plan.
Clawback:	The Units will be subject to any clawback or recapture policy that the Company may adopt from time to time, including the Octave Intelligence plc Clawback Policy, to the extent provided in such policy and, in accordance with such policy, may be subject to the requirement that the Units or Shares underlying the Units (or any cash equivalents paid) be repaid to the Company after they have been issued, delivered or paid to the Grantee.
Amendment:	The Committee reserves the right at any time to amend the terms and conditions set forth in this Award Agreement, except that the Committee shall not make any amendment in a manner unfavorable to the Grantee (other than if immaterial), without the Grantee’s consent. Any amendment of this Award Agreement shall be in writing and signed by an authorized member of the Committee or a person or persons designated by the Committee.

Governing Law: This Award Agreement shall be deemed to be made under, and in all respects be interpreted, construed and governed by and in accordance with, the laws of the State of Alabama without regard to conflict of law principles.

All Other Terms: As set forth in the Plan.

The Plan is incorporated herein by reference. Except as otherwise set forth in the Award Agreement, the Award Agreement and the Plan constitute the entire agreement and understanding of the parties with respect to the Units. In the event that any provision of the Award Agreement is inconsistent with the Plan, the terms of the Plan will control. Except as specifically provided herein, in the event that any provision of this Award Agreement is inconsistent with any Employment Agreement, the terms of the Employment Agreement will control. By accepting this Award Agreement, the Grantee agrees to be subject to the terms and conditions of the Plan.

The Company may, in its sole and absolute discretion, decide to deliver any documents related to the Units awarded under the Plan or future units that may be awarded under the Plan by electronic means or request the Grantee's consent to participate in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any online or electronic system established and maintained by the Company or a third party designated by the Company. The Grantee will not raise the use of electronic delivery as a defense to the formation of a contract. This Award Agreement may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Signature Page follows.]

IN WITNESS WHEREOF, the parties have caused this Award Agreement to be duly executed and effective as of the Grant Date.

OCTAVE INTELLIGENCE PLC

By

Name:

Title:

GRANTEE

By

Name: [●]

[Signature Page to RSU and PSU Award Agreement.]

Annex A

A-1-

Annex B

B-1

**OCTAVE INTELLIGENCE PLC
LONG-TERM INCENTIVE PLAN**

**RESTRICTED SHARE UNIT AWARD AGREEMENT
FOR NON-EMPLOYEE DIRECTORS**

This Restricted Share Unit Award Agreement (this “**Award Agreement**”) evidences an award of restricted share units (“**RSUs**”) by Octave Intelligence plc, an Irish incorporated public limited company (the “**Company**”) under the Octave Intelligence plc Long-Term Incentive Plan, including the Non-Employee Sub-Plan (as amended from time to time, the “**Plan**”). Capitalized terms not defined in the Award Agreement have the meanings given to them in the Plan.

Name of Grantee: [Participant Name] (the “**Grantee**”).

Grant Date: [Grant Date] (the “**Grant Date**”).

Number of RSUs: [Number of Awards Granted]

Vesting Date: 100% of the RSUs shall vest on [●] [the first anniversary of the Grant Date] (the “**Vesting Date**”).

The RSUs will vest only if the Grantee is, and has been, continuously serving as a non-employee Director on the Company’s board of directors from the Grant Date through the Vesting Date, and any unvested RSUs will be forfeited upon any termination of the Grantee’s service as a non-employee Director.

Notwithstanding the foregoing and any provision in the Plan, upon a Change in Control, any outstanding, unvested RSUs will immediately vest as of the date of such Change in Control.

Dealing Restriction If on the date on which RSUs are due to vest under this Award Agreement a Dealing Restriction applies to the RSUs, the RSUs shall vest on the date on which such Dealing Restriction lifts. For purposes of this Award Agreement, “**Dealing Restriction**” means restrictions imposed by the Company’s Insider Trading Policy or any other share dealing code adopted by the Company from time to time, or any Applicable Law which imposes restrictions on share dealing.

Delivery Date: No later than 30 days after the applicable Vesting Date (or, if earlier, the date of a Change in Control), subject to Applicable Law, the Company will issue to the Grantee (or at the Grantee’s direction) one Share (or the cash equivalent thereof) for each vested RSU, subject to applicable tax withholding as provided in Section 3.2 of the Plan (the date on which the Shares are so issued, the “**Delivery Date**”).

Dividend Equivalents and Voting: On each Delivery Date, the Company will pay to the Grantee a cash amount equal to the product of (x) all cash dividends or other distributions (other than cash dividends or other distributions pursuant to which the RSUs were adjusted pursuant to Section 1.6.3 of the Plan), if any, paid on a Share from the Grant Date to the applicable Delivery Date and (y) the number of Shares delivered to the Grantee on the applicable Delivery Date (including for this purpose any Shares which would have been delivered on the Delivery Date but for being withheld to satisfy tax withholding obligations). The Grantee will have no voting rights with respect to any of the Shares underlying any RSUs until such Shares (which may be in registered, book-entry or such other form as the Committee may approve) are issued and delivered to the Grantee or at the Grantee's direction in accordance with this Award Agreement recorded in the register of members and such other books and records of the Company or its transfer agents or registrar as may be required and delivered to the Grantee or at its direction (including through electronic delivery to a brokerage account).

Section 409A: Payments under this Award Agreement are intended to be exempt from or comply with Section 409A of the Internal Revenue Code ("**Section 409A**") to the extent applicable, and this Award Agreement shall be administered accordingly. Notwithstanding anything to the contrary contained in this Award Agreement, to the extent that any payment under this Award Agreement is determined by the Company to constitute "non-qualified deferred compensation" subject to Section 409A and is payable to the Grantee by reason of termination of the Grantee's service as a non-employee Director, then (a) such payment shall be made to the Grantee only upon a "separation from service" as defined for purposes of Section 409A under applicable regulations and (b) if the Grantee is a "specified employee" (within the meaning of Section 409A and as determined by the Company), such payment shall not be made before the date that is six months after the date of the Grantee's separation from service (or the Grantee's earlier death). Each payment under this Award Agreement shall be treated as a separate payment for purposes of Section 409A.

Tax Representations; Withholdings: The Grantee is advised to review with his or her own tax advisors the international, federal, state and local tax consequences of receiving the RSUs. The Grantee hereby represents to the Company that he or she is relying solely on such advisors and not on any statements or representations of the Company, its Affiliates or any of their respective agents. If, in connection with the RSUs, the Company or any Affiliate is required to withhold any amounts by reason of any international, federal, state or local tax, such withholding shall be effected in accordance with Section 3.2 of the Plan. If the RSUs vest prior to payment, then the Grantee agrees to cooperate with the Company to satisfy any tax withholding obligations, in such manner as determined by the Committee in its sole discretion.

Transfer Restrictions: The Grantee may not sell, exchange, transfer, assign, pledge, hypothecate or otherwise encumber the RSUs or the Shares underlying the RSUs, other than to the extent provided in Section 3.5 of the Plan.

Clawback:	The RSUs will be subject to any clawback or recapture policy that the Company may adopt from time to time to the extent provided in such policy and, in accordance with such policy, may be subject to the requirement that the RSUs or Shares underlying the RSUs (or any cash equivalents paid) be repaid to the Company after they have been issued, delivered or paid to the Grantee.
Amendment:	The Committee reserves the right at any time to amend the terms and conditions set forth in this Award Agreement, except that the Committee shall not make any amendment in a manner unfavorable to the Grantee (other than if immaterial), without the Grantee's consent. Any amendment of this Award Agreement shall be in writing and signed by an authorized member of the Committee or a person or persons designated by the Committee.
Governing Law:	This Award Agreement shall be deemed to be made under, and in all respects be interpreted, construed and governed by and in accordance with, the laws of the State of Alabama without regard to conflict of law principles.
All Other Terms:	As set forth in the Plan.

The Plan is incorporated herein by reference. Except as otherwise set forth in the Award Agreement, the Award Agreement and the Plan constitute the entire agreement and understanding of the parties with respect to the RSUs. In the event that any provision of the Award Agreement is inconsistent with the Plan, the terms of the Plan will control. By accepting this Award Agreement, the Grantee agrees to be subject to the terms and conditions of the Plan.

The Company may, in its sole and absolute discretion, decide to deliver any documents related to the RSUs awarded under the Plan or future RSUs that may be awarded under the Plan by electronic means or request the Grantee's consent to participate in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any online or electronic system established and maintained by the Company or a third party designated by the Company. The Grantee will not raise the use of electronic delivery as a defense to the formation of a contract. This Award Agreement may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Award Agreement to be duly executed and effective as of the Grant Date.

OCTAVE INTELLIGENCE PLC

By

Name:

Title:

GRANTEE

By

Name: [•]

[Signature Page to RSU Award Agreement]

**OCTAVE INTELLIGENCE PLC
LONG-TERM INCENTIVE PLAN**

REPLACEMENT PERFORMANCE SHARE UNIT AWARD AGREEMENT

This Replacement Performance Share Unit Award Agreement (this “**Award Agreement**”) evidences an award of Replacement PSUs (as defined below) by Octave Intelligence plc, an Irish incorporated public limited company (the “**Company**”; together with the Company’s direct and indirect subsidiaries, the “**Company Group**”) under the Octave Intelligence plc Long-Term Incentive Plan (as amended from time to time, the “**Plan**”). Capitalized terms not defined in the Award Agreement have the meanings given to them in the Plan.

Name of Grantee: [Participant Name] (the “**Grantee**”).

Grant Date: [Grant Date] (the “**Grant Date**”).

Number of Replacement PSUs: [Number of Awards Granted] 2023 Replacement PSUs;
[Number of Awards Granted] 2024 Replacement PSUs; and
[Number of Awards Granted] 2025 Replacement PSUs.

The 2023 Replacement PSUs, 2024 Replacement PSUs and 2025 Replacement PSUs are collectively referred to herein as the “**Replacement PSUs**”.

Performance Metrics: See Annex 1 attached hereto.

Vesting Schedule: Subject to the Grantee’s continued employment with the Company Group and except as otherwise provided in this Award Agreement or the Plan, the Replacement PSUs will be eligible to vest if the applicable Performance Metric is achieved, as determined and approved by the Committee as soon as administratively practicable, which is expected to occur in the second quarter following each Measurement Year (as defined on Annex 1) (the actual date of such determination and approval, the “**Vesting Date**”). Any Replacement PSUs granted hereunder that do not vest due to failure to satisfy the applicable Performance Metric as determined by the Committee will be forfeited without consideration.

The Replacement PSUs will vest only if the Grantee is, and has been, continuously employed by the Company Group from the Grant Date through the Vesting Date and will be forfeited upon any termination or cessation of employment for any reason prior to the Vesting Date.

Notwithstanding the foregoing and any provision in the Plan:

- A. Upon the Grantee's death or Disability prior to the applicable Vesting Date, the outstanding Replacement PSUs will remain eligible to vest on the applicable Vesting Date based on actual performance. For this purpose, "**Disability**" means (a) with respect to a Grantee employed pursuant to a written employment agreement, which agreement includes a definition of "Disability," "Disability" as defined in that agreement, or (b) with respect to any other Grantee, inability to perform the essential functions of the Grantee's then-existing position or positions with or without reasonable accommodation for a period of 180 days (which need not be consecutive) in any 12-month period as a result of physical or mental incapacity or illness;
- B. Upon the Grantee's termination of employment by the Company Group without Cause or by the Grantee for Good Reason, in each case on or within two years after a Change in Control (a "**Qualifying CIC Termination**"), any outstanding, unvested Replacement PSUs will immediately vest as of the date of such termination in accordance with Section 3.6.1 of the Plan; and
- C. Unless determined otherwise by the Committee in its sole discretion, upon the Grantee's termination of employment for any other reason, any outstanding, unvested Replacement PSUs will be immediately forfeited as of the date of such termination.

Dealing Restriction

If on the date on which Replacement PSUs are due to vest under this Award Agreement a Dealing Restriction applies to the Replacement PSUs, the Replacement PSUs shall vest on the date on which such Dealing Restriction lifts. For purposes of this Award Agreement, "**Dealing Restriction**" means restrictions imposed by the Company's Insider Trading Policy or any other share dealing code adopted by the Company from time to time, or any Applicable Law which imposes restrictions on share dealing.

Delivery Date:

No later than 30 days after the Vesting Date (or, if earlier, the date of the Grantee's termination of employment due to a Qualifying CIC Termination), subject to Applicable Law, the Company will issue to the Grantee (or at the Grantee's direction) one Share (or the cash equivalent thereof) for each vested Replacement PSU, subject to applicable tax withholding as provided in Section 3.2 of the Plan (the date on which the Shares are so issued, the "**Delivery Date**").

Dividend Equivalents and Voting:

On the Delivery Date, the Company will pay to the Grantee a cash amount equal to the product of (x) all cash dividends or other distributions (other than cash dividends or other distributions pursuant to which the Replacement PSUs were adjusted pursuant to Section 1.6.3 of the Plan), if any, paid on a Share from the Grant Date to the Delivery Date and (y) the number of Shares delivered to the Grantee on the Delivery Date (including for this purpose any Shares which would have been delivered on the Delivery Date but for being withheld to satisfy tax withholding obligations). The Grantee will have no voting rights with respect to any of the Shares underlying any Replacement PSUs until such Shares (which may be in registered, book-entry or such other form as the Committee may approve) are issued and delivered to the Grantee or at the Grantee's direction in accordance with this Award Agreement recorded in the register of members and such other books and records of the Company or its transfer agents or registrar as may be required and delivered to the Grantee or at its direction (including through electronic delivery to a brokerage account).

Section 409A:

Payments under this Award Agreement are intended to be exempt from or comply with Section 409A of the Internal Revenue Code ("**Section 409A**") to the extent applicable, and this Award Agreement shall be administered accordingly. Notwithstanding anything to the contrary contained in this Award Agreement or any employment agreement the Grantee has entered into with the Company Group ("**Employment Agreement**"), to the extent that any payment under this Award Agreement is determined by the Company to constitute "non-qualified deferred compensation" subject to Section 409A and is payable to the Grantee by reason of termination of the Grantee's Employment, then (a) such payment shall be made to the Grantee only upon a "separation from service" as defined for purposes of Section 409A under applicable regulations and (b) if the Grantee is a "specified employee" (within the meaning of Section 409A and as determined by the Company), such payment shall not be made before the date that is six months after the date of the Grantee's separation from service (or the Grantee's earlier death). Each payment under this Award Agreement shall be treated as a separate payment for purposes of Section 409A.

Tax Representations; Withholdings:

The Grantee is advised to review with his or her own tax advisors the international, federal, state and local tax consequences of receiving the Replacement PSUs. The Grantee hereby represents to the Company that he or she is relying solely on such advisors and not on any statements or representations of the Company, its Affiliates or any of their respective agents. If, in connection with the Replacement PSUs, the Company or any Affiliate is required to withhold any amounts by reason of any international, federal, state or local tax, such withholding shall be effected in accordance with Section 3.2 of the Plan. If the Replacement PSUs vest prior to payment, then the Grantee agrees to cooperate with the Company to satisfy any tax withholding obligations, in such manner as determined by the Committee in its sole discretion.

Transfer Restrictions:

The Grantee may not sell, exchange, transfer, assign, pledge, hypothecate or otherwise encumber the Replacement PSUs or the Shares underlying the Replacement PSUs, other than to the extent provided in Section 3.5 of the Plan.

- Clawback:** The Replacement PSUs will be subject to any clawback or recapture policy that the Company may adopt from time to time, including the Octave Intelligence plc Clawback Policy, to the extent provided in such policy and, in accordance with such policy, may be subject to the requirement that the Replacement PSUs or Shares underlying the Replacement PSUs (or any cash equivalents paid) be repaid to the Company after they have been issued, delivered or paid to the Grantee.
- Amendment:** The Committee reserves the right at any time to amend the terms and conditions set forth in this Award Agreement, except that the Committee shall not make any amendment in a manner unfavorable to the Grantee (other than if immaterial), without the Grantee's consent. Any amendment of this Award Agreement shall be in writing and signed by an authorized member of the Committee or a person or persons designated by the Committee.
- Governing Law:** This Award Agreement shall be deemed to be made under, and in all respects be interpreted, construed and governed by and in accordance with, the laws of the State of Alabama without regard to conflict of law principles.
- All Other Terms:** As set forth in the Plan.

The Plan is incorporated herein by reference. Except as otherwise set forth in the Award Agreement, the Award Agreement and the Plan constitute the entire agreement and understanding of the parties with respect to the Replacement PSUs. In the event that any provision of the Award Agreement is inconsistent with the Plan, the terms of the Plan will control. Except as specifically provided herein, in the event that any provision of this Award Agreement is inconsistent with any Employment Agreement, the terms of the Employment Agreement will control. By accepting this Award Agreement, the Grantee agrees to be subject to the terms and conditions of the Plan.

The Company may, in its sole and absolute discretion, decide to deliver any documents related to the Replacement PSUs awarded under the Plan or future PSUs that may be awarded under the Plan by electronic means or request the Grantee's consent to participate in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any online or electronic system established and maintained by the Company or a third party designated by the Company. The Grantee will not raise the use of electronic delivery as a defense to the formation of a contract. This Award Agreement may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Signature Page follows.]

IN WITNESS WHEREOF, the parties have caused this Award Agreement to be duly executed and effective as of the Grant Date.

OCTAVE INTELLIGENCE PLC

By _____
Name:
Title:

GRANTEE

By _____
Name: [●]

[Signature Page to Replacement PSU Award Agreement.]

Annex 1

A-1

23 July 2026

Board of Directors
Octave Intelligence plc
10 Earlsfort Terrace,
Dublin 2,
D02 T380

Re: Octave Intelligence plc Registration Statement on Form S-8 in relation to the Plans (as defined below)

Dear Directors

1. Basis of Opinion

- 1.1 We are acting as Irish counsel to Octave Intelligence plc, a public company limited by shares, incorporated under the laws of Ireland, with its registered office 10 Earlsfort Terrace, Dublin 2, D02 T380, Ireland (the “**Company**”), in connection with the filing by the Company of a registration statement on Form S-8 (the “**Registration Statement**”) with the United States Securities and Exchange Commission (the “**SEC**”) on the date hereof under the Securities Act of 1933, as amended (the “**Securities Act**”), with respect to B Ordinary Shares of USD 0.01 each of the Company (the “**Shares**”) that may be delivered pursuant to the Company’s 2026 Octave Intelligence plc Long-Term Incentive Plan including the Non-Employee Sub-Plan and the 2026 Octave Intelligence plc Employee Share Purchase Plan (the “**Plans**”).
- 1.2 This legal opinion (this “**Opinion**”) is confined to and given in all respects on the basis of the laws of Ireland (meaning Ireland exclusive of Northern Ireland) in force as at the date hereof as currently applied by the courts of Ireland. We have made no investigation of and we express no opinion as to the laws of any other jurisdiction or the effect thereof.
- 1.3 This Opinion is also strictly confined to:
 - (a) the matters expressly stated herein at paragraph 2 below and is not to be read as extending by implication or otherwise to any other matter;
 - (b) those documents relating to the Plans as listed in the schedule to this Opinion (the “**Plan Documents**”);
 - (c) the searches listed at paragraph 1.5 below.

We express no opinion, and make no representation or warranty, as to any matter of fact or in respect of any documents which may exist in relation to the Plans other than the Plan Documents.

- 1.4 For the purpose of giving this Opinion, we have examined copies sent to us by email in pdf or other electronic format of the Plan Documents.
- 1.5 For the purpose of giving this Opinion, we have caused to be made legal searches against the Company on or about the date hereof (a) on the file of the Company maintained by the Irish Registrar of Companies in Dublin for returns of allotments, special resolutions amending the memorandum and articles of association of the Company and notices of the appointment of directors and secretary of the Company and for the appointment of any receiver, examiner or liquidator; and (b) in the Central Office of the High Court of Ireland for any petitions filed in respect of the Company.

- 1.6 This Opinion is governed by and is to be construed in accordance with the laws of Ireland as interpreted by the courts of Ireland at the date hereof. This Opinion speaks only as of its date.

2. **Opinion**

Subject to the assumptions and qualifications set out in this Opinion and to any matters not disclosed to us, we are of the opinion that when the Shares have been duly issued and, if required, paid for pursuant to and in accordance with the terms and conditions referred to or summarised in the applicable resolutions and the Plans, the Shares will be validly issued, fully paid up and non-assessable (which term means, when used herein, that no further sums are required to be paid by the holders thereof in connection with the issue of such Shares).

3. **Assumptions**

For the purpose of giving this Opinion, we assume the following without any responsibility on our part if any assumption proves to have been untrue as we have not verified independently any assumption.

- 3.1 that the Company will receive cash or services at least equal to the nominal value of any Shares issued pursuant to awards under the Plans from the beneficiary or otherwise in accordance with Irish law;
- 3.2 that the Registration Statement with the SEC has become effective by all necessary actions under all applicable laws other than Irish law;
- 3.3 that the vesting of any award or the exercise of any options granted under the Plans and the issue of the Shares upon the vesting of any award or the exercise of such options will be conducted in accordance with the terms and the procedures described in the Plans and any applicable award agreement;
- 3.4 that the Company has sufficient authorised, but unissued share capital to issue the required number of Shares to be delivered to recipients of any awards granted under the Plans;
- 3.5 the directors have sufficient authority pursuant to Section 1021 of the Companies Act 2014 of Ireland (the “**Act**”) to issue such Shares and, to the extent applicable, have been authorised to issue such Shares without the application of pre-emption rights pursuant to Section 1023 of the Act;
- 3.6 with respect to Shares issued on or after the date of expiry of the Company’s existing authority to issue Shares that the Company will have renewed its authority to issue the Shares pursuant to Sections 1021 and 1023 of the Act and such authority shall be in effect at the time of such issuance;
- 3.7 with respect to Shares issued on or after the date of expiry of the Company’s existing determination of the re-allotment price of any Shares which constitute treasury shares, that the Company has determined at a general meeting in accordance with Sections 109 and/or 1078 of the Act of Ireland the re-allotment price of any Shares which constitute treasury shares;
- 3.8 that, at the time of grant by the Compensation Committee of the board of directors of the Company (the “**Committee**”) of an award or an option or the issue of any Share under the Plans, the Committee has been duly constituted and remains duly constituted as a committee of the board of the directors of the Company having the necessary powers and authorities to issue awards and the Shares;

Authenticity and bona fides

- 3.9 the completeness and authenticity of all documents submitted to us as originals or copies of originals and (in the case of copies) conformity to the originals of copy documents and the genuineness of all signatories, stamps and seals thereon;
- 3.10 where incomplete Plan Documents have been submitted to us or signature pages only have been supplied to us for the purposes of issuing this Opinion, that the originals of such Plan Documents correspond in all respects with the last draft of the complete Plan Documents submitted to us;
- 3.11 that the copies produced to us of minutes of meetings and/or of resolutions correctly record the proceedings at such meetings and/or the subject matter which they purport to record and that any meetings referred to in such copies were duly convened, duly quorate and held, that those present at any such meetings were entitled to attend and vote at the meeting and acted bona fide throughout and that no further resolutions have been passed or other action taken which would or might alter the effectiveness thereof;

Accuracy of searches and warranties

- 3.12 the accuracy and completeness of the information disclosed in the searches referred to in paragraph 1.5 above and that such information has not since the time of such search or enquiry been altered. It should be noted that searches at the Companies Registration Office, Dublin, do not necessarily reveal whether or not a prior charge has been created or a resolution has been passed or a petition presented or any other action taken for the winding-up of or the appointment of a receiver or an examiner to the Company;
- 3.13 the truth, completeness and accuracy of all representations and statements as to factual matters contained in the Plan Documents; and

Commercial Benefit

- 3.14 that the Plan Documents have been entered into for bona fide commercial purposes, on arm's length terms and for the benefit of each party thereto and are in those parties' respective commercial interest and for their respective corporate benefit.

4. Disclosure

This Opinion is addressed to you in connection with the registration of the Shares with the SEC. We hereby consent to the inclusion of this Opinion as an exhibit to the Registration Statement to be filed with the SEC. In giving this consent, we do not thereby admit that we are in a category of person whose consent is required under Section 7 of the Securities Act.

Yours faithfully,

/s/ Arthur Cox LLP
ARTHUR COX LLP

SCHEDULE

Plan Documents

1. A copy of the form of the Registration Statement to be filed by the Company with the SEC.
2. A copy of the following rules relating to the Plans:
 - (a) 2026 Octave Intelligence plc Long-Term Incentive Plan;
 - (b) 2026 Octave Intelligence plc Employee Share Purchase Plan.
3. A corporate certificate of the company secretary of the Company dated 26 June 2024, attaching copies of the:
 - (a) resolutions of the board of directors of the Company dated 6 May 2026, approving:
 - (i) the Plans; and
 - (ii) the filing of the Registration Statement with the SEC;
 - (b) resolutions of the shareholders of the Company approving the Plans, dated 27 April 2026;
 - (c) the Memorandum and Articles of Association of the Company in the form in force as at the date of this Opinion.



CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Octave Intelligence plc of our report dated March 24, 2026 relating to the financial statements, which appears in Amendment No. 3 to the Registration Statement on Form 10 (No. 001-43124) of Octave Intelligence plc.

PricewaterhouseCoopers AB
/s/ PricewaterhouseCoopers AB

Stockholm, Sweden
July 23, 2026

Calculation of Filing Fee Tables

Form S-8

(Form Type)

Octave Intelligence plc

(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered ⁽¹⁾	Proposed Maximum Offering Price Per Unit ⁽⁵⁾	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	B Ordinary Shares, par value \$0.01 per share, issuable under the Octave Intelligence plc Long-Term Incentive Plan ⁽²⁾	Rule 457(c) and 457(h)	16,106,267	15.63	251,740,953.21	0.0001381	34,765.43
Equity	B Ordinary Shares, par value \$0.01 per share, issuable pursuant to replacement awards under the Octave Intelligence plc Long-Term Incentive Plan ⁽³⁾	Rule 457(c) and 457(h)	2,201,893	15.63	34,415,587.59	0.0001381	4,752.79
Equity	B Ordinary Shares, par value \$0.01 per share, issuable under the Octave Intelligence plc Employee Share Purchase Plan ⁽⁴⁾	Rule 457(c) and 457(h)	2,684,377	15.63	41,956,812.51	0.0001381	5,794.24
	Total Offering Amounts				328,113,353.31		45,312.46
	Total Fees Previously Paid						0.00
	Total Fee Offsets						0.00
	Net Fee Due						45,312.46

Notes

- Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover any additional B Ordinary Shares of the Registrant that become issuable under the Octave Intelligence plc Long-Term Incentive Plan (the "2026 Plan") or the Octave Intelligence plc Employee Share Purchase Plan (the "ESPP") by reason of any share dividend, share split, recapitalization or other similar transaction effected without receipt of consideration.
- (1) Represents B Ordinary Shares reserved for issuance pursuant to awards expected to be granted under the 2026 Plan.
- (2) Represents B Ordinary Shares reserved for issuance pursuant to replacement awards expected to be granted under the 2026 Plan in connection with the conversion of Hexagon AB equity awards.
- (3) Represents B Ordinary Shares reserved for issuance under the ESPP.
- (4) Estimated solely for the purpose of calculating the registration fee pursuant to Rules 457(c) and 457(h) under the Securities Act, based upon the average of the high and low prices of the Registrant's B Ordinary Shares as reported on the Nasdaq Stock Market on July 23, 2026 (rounded to the nearest cent).
- (5)