

SketchUp 0-60 Challenge 2024

Terms and Conditions

1. Introduction.

SketchUp is a 3D modeling software that allows users to create and manipulate 3D models of buildings, landscapes, furniture, and other objects. It is commonly used in architecture and interior design. SketchUp is owned by Trimble Inc. SketchUp is a premier 3D design software offered by Trimble Inc. that truly makes 3D modeling accessible for everyone, with a simple to learn yet robust toolset that empowers its users to create. Trimble Inc. and its affiliates are referred to herein as “SketchUp”. To learn more about SketchUp and its offerings, please visit www.sketchup.com.

In this call to action, SketchUp is looking for entrepreneurs, startups (early stage), and developers who want to turn their innovative ideas into industry solutions by participating in SketchUp’s 0-60 Challenge (the “Challenge”).

This document contains the terms and conditions (“Terms”) applicable to participation in the Challenge.

2. Challenge Objectives and Scope.

2.1. Objective: The objective of the Challenge is to leverage SketchUp to develop a transformative technology solution to common pain points for Architecture, Engineering, and Construction professionals.

2.2. Scope:

The Challenge is an invitation to startup companies, small businesses and commercial developers and entrepreneurs (“Participants”) to submit a technology solution (“Solution”) addressing the Challenge objective in one of the Program Categories set forth below (each, a “Submission”).

The detailed description of the Challenge is available at <https://3dbasecamp.sketchup.com/en/SketchUp-0-60-Challenge-2024> (“Challenge Website”) and is subject to change by SketchUp at any time up to Selection Day. Submissions submitted prior to the modification of the Challenge shall continue to be valid as long as they comply with all published requirements at the time of submission.

3. Procedures, Standards and Requirements for Participation.

3.1. Submission Requirements. All Participants must tender a Submission through the Challenge Website, which website will detail the necessary materials to be included. Only one Submission per Participant will be accepted. In the event Participant submits several Submissions, only the last Submission will be evaluated.

3.2. Submission Categories. Each Submission must fall into one of the following categories:

- Category I: Design Analysis ;
- Category II: Design Collaboration ; or
- Category III: Construction Documentation .

3.3. Participation Requirements

Participants in the following categories may participate in the Challenge:

- **Entrepreneurs**
- **Start-ups (Early-Stage)**
- **Developers**

Additional details regarding the foregoing Submission Categories and Participation Requirements may be available on the Challenge Website.

In all instances, participating entities must meet the following requirements: (i) The individual submitting the Submission must be a natural person, of legal age and with legal capacity to bind him/herself, and who will act on, and is authorized to act on, behalf of the Participant; and (ii) the data provided by the Participant in the Submission must be truthful. Participants whose data is incorrect or incomplete will not be able to participate in the Challenge.

SketchUp reserves the right to refuse to accept or to remove from the Challenge, without prior notice, all Participants who, in SketchUp's opinion, act fraudulently, abusively, or contrary to the spirit of the Challenge, applicable law, third-party rights and/or good faith. SketchUp may also remove any participant or related person whose actions may be detrimental to SketchUp's reputation or good name.

None of the foregoing shall entitle any Participant or potential Participant to any right or claim whatsoever against SketchUp for damages, expenses, or liabilities.

3.4. Challenge Cancellation

SketchUp reserves the right to cancel the Challenge at any time for any reason. This decision will be communicated to participants via the Challenge Website. Nothing herein shall obligate SketchUp to, and SketchUp provides the Participants with no guarantee that SketchUp will, proceed with any Submission.

4. Program Phases.

4.1 Submission Period.

SketchUp will accept Submissions from Participants beginning on March 22, 2024 until May 31, 2024 at 11:59 p.m. MST ("Submission Period"). SketchUp may, in its sole discretion, extend the period for receipt of submissions. Such modification will be published via the Challenge Website.

4.2 Submission Evaluation.

The Submission evaluation process, which will last for one week after the end of the Submission Period, will be divided into the following phases:

1. **Initial Submission Screening:** The SketchUp team will verify compliance with these Terms by the Submissions received, as well as the suitability of the proposed Solution to the challenge posed. Should the Submission fail to comply with the participation requirements and/or not respond to the challenge, it will not be considered
2. **Evaluation of the Submission:** The Submission will be evaluated in detail by the SketchUp team who will select the finalists for each challenge. Where necessary, SketchUp will request additional meetings to resolve any technical questions that may arise.

The evaluation will be carried out in accordance with the criteria defined in the Criteria for Evaluating The Proposals section.

SketchUp will notify the Participants that are invited to participate in the next phase of the Challenge ("Selected Participants") via email. Likewise, non-selection will be communicated by email to the contact email address provided in the Submission.

4.3 Selection Day

The Selected Participants will be notified on June 7, 2024 via email at the conclusion of the Submission evaluation process. Following notification, Selected Participants will receive additional details of the 3-month program and instructions to attend the Kick-off Meeting on June 24th, 2024, which will be offered in-person at SketchUp's offices in Westminster, Colorado or virtually. Prior to this meeting participants may be required to sign a non-disclosure agreement as a condition of continued participation in the Challenge.

It is mandatory that at least one representative from each Selected Participant be present during the Kick-off Meeting. It is important that the representative be an active member of the Selected Participant's working team. Absence on this day would be sufficient reason for removal from the Challenge. Each Selected Participant will be responsible for its own means of transport and accommodation when attending the Kick-off Meeting.

4.4 Next Phase Requirements

The Selected Participants must sign the Participation Agreement within fifteen (15) days after receiving

notice that they are a Selected Participant. The Participation Agreement will govern the relationship between SketchUp and the Selected Participants throughout the remainder of the Challenge.

The Selected Participants will work together with the assigned SketchUp team to define and/or approve the scope of the Selected Participant's Solution.

This phase of the Challenge will be held virtually and will have a maximum duration of three (3) months, to align with a Demo Day event to be held at 3D Basecamp, part of Trimble Inc.'s Dimensions event in Las Vegas, Nevada scheduled for November 11-13, 2024.

Financial sponsorship, if any, for a Selected Participant will be set forth in the Participation Agreement.

4.5 Progress Reviews and Checkpoints

A series of progress reviews and checkpoints will be set throughout the next phase of the Challenge to evaluate the results achieved on a bi-weekly basis. In this evaluation, Selected Participants will give a presentation of their Solution's evolution, key milestones achieved and next steps to the SketchUp team. Based on the information provided by the Selected Participants, the SketchUp team may provide the Selected Participants with feedback.

4.6 Demo Day

The Selected Participants will be invited to participate and present their Solution during Demo Day at 3D Basecamp. Prior to Demo Day, Participants will meet virtually with the SketchUp Expert Team to prepare presentations and materials. Participants will then be required a day or two prior to Demo Day to meet in-person in Las Vegas, NV for a dry run of their presentations.

4.7 Program Wrap-up and Post-Program Support

Upon completion of the program, SketchUp will meet with Selected Participants to collect lessons learned, solicit feedback for improving future programs, and discuss how to best support participants moving forward.

The Challenge phases may be updated and any such changes will be shared via the Challenge Website.

No information will be provided on the individual evaluation of each Submission. SketchUp's decision on any aspect of the selection process will be final and not subject to appeal.

5. **Criteria for Evaluating the Submissions.**

Submissions will be evaluated based on how well the Solution addresses the following criteria:

- **The Solution must:**
 - **solve an AEC customer pain point(focused on the three submission categories);**
 - **integrate with SketchUp**
 - **enhance a SketchUp workflow in design or construction; and**
 - **show commercial growth potential**

6. Benefits of Participating. SketchUp may, but is not obligated, to provide financial sponsorship for Selected Participants. The amount, if any, of such sponsorship and the applicable terms, conditions, and related obligations shall be set forth in the Participation Agreement between SketchUp and the Selected Participant.

In addition, the Selected Participants will have access to the following benefits:

- Access to SketchUp specialists throughout the 12-week period following Selection Day to assist with the continued development of the submission;
- The opportunity to present the solution at 3D Basecamp;
- Visibility and awareness within the ecosystem and sectors where SketchUp operates.

7. **Independent Development; Information and Submissions Not Confidential.**

PARTICIPANT ACKNOWLEDGES AND AGREES THAT SKETCHUP DEVELOPS A VARIETY OF PRODUCTS AND SERVICES AND WORKS WITH MANY OTHER DEVELOPERS AND PARTNERS, AND EITHER SKETCHUP OR THESE THIRD PARTIES COULD IN THE FUTURE DEVELOP (OR ALREADY HAVE DEVELOPED) PRODUCTS,

SERVICES, CONCEPTS, OR FEATURES SIMILAR TO YOUR SUBMISSION, AND NOTHING HEREIN LIMITS SKETCHUP'S RIGHT TO DO SO. UNLESS AND UNTIL THE PARTIES EXECUTE A NON-DISCLOSURE AGREEMENT, SKETCHUP HAS NO CONFIDENTIALITY OBLIGATIONS FOR INFORMATION SUBMITTED BY A PARTICIPANT TO SKETCHUP RELATED TO OR ARISING FROM THE CHALLENGE. ALL SUBMISSIONS WILL BE MADE ON A NON-CONFIDENTIAL BASIS.

8. Participation Agreement. The Participation Agreement is the contractual framework that regulates the relationship between the Selected Participant and SketchUp. The template Participation Agreement will only be provided to the Selected Companies.

9. SketchUp Image Rights.

Participants authorize SketchUp to disclose and publish on the internet, social networks and in any other type of media a summary of the selected Submissions, as well as the perpetual right to use the logo(s), image(s) and name of the Participants responsible for such Submissions to promote, market, and the run the Challenge, and for uses related to SketchUp's activities.

10. Personal Information; Data Protection. If the processing of personal information by SketchUp is subject to the General Data Protection Regulation ((EU) 2016/679) or the Data Protection Act 2018 of the United Kingdom, then, in addition, at the written request of Participant, the parties will execute an applicable data processing addendum, available at <https://www.trimble.com/privacy/DPA-TI-EuroSubs> (or any successor url). Transfers of personal information from SketchUp entities located in Europe, acting as data exporter, to SketchUp entities in the USA, acting as data importer, are governed, for the benefit of Participant, by the Standard Contractual Clauses available at the same url or upon written request to SketchUp. If the processing of personal information by SketchUp is subject to US data protection laws, rules or regulations, then the US Data Processing Addendum for Customer Personal Information (available at https://dl.trimble.com/www/us_dpa_customer.pdf (or any successor url) is herein incorporated by reference.

11. Intellectual Property Rights.

By participating in the Challenge, the Participant: (i) grants SketchUp all necessary rights and license, in perpetuity, to use the Participant's name (both the participating entity and individual participant(s)), to publicize the Challenge and the Selected Participants' Submissions without compensation; (ii) guarantees that the Submissions are the original works of the Participants. By tendering a Submission, the Participant does not assign or transfer any intellectual property rights to SketchUp.

12. Indemnification.

UPON REQUEST BY SKETCHUP, PARTICIPANT WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS SKETCHUP AND ITS AFFILIATES, AGENTS, AND THIRD PARTIES, AND ITS AND THEIR EMPLOYEES, CONTRACTORS, OFFICERS, AND DIRECTORS FROM ALL DAMAGES, LIABILITIES, CLAIMS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, THAT ARISE FROM (A) PARTICIPANT'S PARTICIPATION IN THE CHALLENGE, (B) PARTICIPANT'S BREACH OF APPLICABLE LAWS, OR (B) INTELLECTUAL PROPERTY INFRINGEMENT ARISING FROM OR RELATED TO PARTICIPANT'S SUBMISSION. SKETCHUP RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY PARTICIPANT, IN WHICH EVENT PARTICIPANT AGREES TO COOPERATE WITH SKETCHUP IN ASSERTING ANY AVAILABLE DEFENSES. YOU MAY NOT SETTLE ANY CLAIM WITHOUT THE PRIOR WRITTEN CONSENT OF SKETCHUP IN EACH CASE.

13. Limitation of Liability.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, (i) SKETCHUP SHALL NOT BE LIABLE FOR LOSS OF PROFIT OR REVENUE, DATA THAT IS LOST OR CORRUPTED, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL, OR ANY SPECIAL, INCIDENTAL,

RELIANCE, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND; AND (ii) SKETCHUP'S ENTIRE LIABILITY FOR ANY AND ALL DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED IN AGGREGATE \$100.

14. Acceptance of Guidelines

By registering for the Challenge the participant fully and unconditionally accepts these Terms, as well as the agreements and decisions adopted by SketchUp within the framework of the Challenge. SketchUp reserves the right to modify the Terms of this Challenge at any time, including its possible cancellation, and undertakes to give sufficient advance notice of the new rules or, where appropriate, the definitive cancellation, through the channels provided for this purpose, without this giving rise to any right of claim on the part of the participants for any reason whatsoever.

15. Choice of Law; Venue. These Terms are governed by the laws of the State of Delaware. SketchUp and the participants agree to submit to the jurisdiction of the federal or state courts located in Wilmington, Delaware, USA.

16. Contact. For any questions related to the Challenge, please contact 0-60challenge@sketchup.com.