

TRIMBLE OFFERING TERMS

Version 4.0 (Last updated August 13, 2026)

These Trimble Offering Terms (“**Offering Terms**”), the attached exhibits, and any Order, SOW, Supplemental Terms, and/or Support Terms (collectively, the “**Agreement**”) are entered into by and between Trimble and Customer (defined below). If Customer is a corporation, governmental organization, or other legal entity, the person accepting the Agreement represents and warrants that he/she has the right, power, and authority to do so on Customer’s behalf and to bind Customer to the Agreement.

THE AGREEMENT MAY BE ACCEPTED BY CUSTOMER BY SIGNING OR ACCEPTING AN ORDER OR OTHER DOCUMENTATION THAT REFERENCES THE AGREEMENT, BY INDICATING ACCEPTANCE OF THE AGREEMENT THROUGH A CLICK-THROUGH OR OTHER SIMILAR TRANSACTION, OR BY INSTALLING, ACCESSING, OR USING AN OFFERING THAT IS SUBJECT TO THE AGREEMENT. UPON ACCEPTANCE, CUSTOMER AGREES TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT. IF CUSTOMER DOES NOT AGREE TO THE AGREEMENT, CUSTOMER MUST NOT INSTALL, ACCESS, OR USE THE OFFERING.

Any conflict or inconsistency will be resolved in the following order of precedence: (1) Order, (2) Supplemental Terms, (3) these Offering Terms, (4) SOW (if applicable), and (5) Support Terms. These Offering Terms and any applicable Supplemental Terms govern Customer’s Order and any renewals thereof, unless superseding terms are specified upon renewal. If Customer has signed a separate agreement with Trimble which expressly governs the use of the Offering, the terms of that agreement shall supersede the Agreement, and the Agreement shall not apply to that Offering. While Customer may issue a purchase order or similar document for administrative purposes, no provisions thereof, or of other similar business forms will apply to, modify, supersede, or otherwise alter the terms of the Agreement, and any such provisions will be of no force or effect.

This paragraph applies to purchases from a Reseller only. If Customer (1) has ordered the Offering through a Reseller, (2) has not agreed to be bound by the Agreement when ordering the Offering from the Reseller, and (3) does not agree to the Agreement, then Customer may return the Offering to the Reseller for a full refund, provided Customer (a) has not installed, accessed, or used the Offering and (b) returns the Offering within 14 days of the initial transaction with Reseller. Otherwise, Customer’s use of the Offering is governed by the terms of the Agreement as modified by Section 9.3 (Purchase from Reseller) below.

1. Definitions.

1.1. “**Affiliate**” means an entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with a party, where “control” means the power to direct the management or affairs of an entity, and “ownership” means the direct or indirect ownership of more than fifty percent (50%) of an entity’s outstanding voting rights or other equivalent voting interests.

1.2. “**AI Service**” means a service, feature, or capability that utilizes artificial intelligence, machine learning models, or other cognitive technologies made available by Trimble to process Customer Data and autonomously or semi-autonomously generate outputs or actions.

1.3. “**Anonymized Data**” means any data collected in connection with the Offering (including Customer Data) that has been aggregated and/or de-identified in such a manner that neither Customer nor any of its Authorized Users or any other individual can be identified from the data when it is shared outside of Trimble or its Affiliates.

1.4. “**API Tools**” means the set of subroutine definitions and protocols provided by Trimble for building connectivity between the Offering and third-party systems (“**API**”), software development tools and kits to allow the enriching of applications with advanced functionalities, and related materials and tools (e.g., sample code), as well as any enhancements or modifications Trimble chooses to make to the API Tools from time to time on a when and if available basis.

1.5. “**Authorized User**” means any employee of Customer and, unless prohibited by Trimble in the Order, Documentation, or any Supplemental Terms, individuals who are contractors, consultants, or customers of Customer or employees, contractors, consultants, or customers of Customer’s Affiliates, who have been authorized by Customer to access and use the Offering on Customer’s behalf in accordance with the Agreement, including, without limitation, Section 7.5 (Third-Party Access) and Section 15 (Confidentiality), including those authorized by Customer to access and use the Offering simultaneously at a given point in time to the extent expressly stated on an Order (“**Concurrent User**”) and those designated by Customer by name or other identifier to access and use the Offering (“**Named User**”) on Customer’s behalf.

1.6. “**Confidential Information**” means information disclosed to the receiving party under the Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Trimble’s Confidential Information includes, without limitation, the terms and conditions of the Agreement and any technical or performance information about the Offering, including the Documentation.

1.7. “**Correction Services**” means subscription-based services which provide real-time Global Navigation Satellite System (GNSS) observation and differential correction data.

- 1.8. **“Customer”** is the entity or person that or who has downloaded, accessed, or otherwise procured the Offering.
- 1.9. **“Customer Data”** means any information, documents, materials, or other data of any type that is input by or on behalf of Customer into the Offering or that is created or generated by Customer through Customer’s use of the Offering, including any original content or output generated through Customer’s use of an AI Service but excluding any Offering Content (as defined in Section 7.1 below) in such content. Customer Data excludes Usage Data and Anonymized Data.
- 1.10. **“Dispute(s)”** means any dispute, claim, or controversy arising from or related to the Agreement.
- 1.11. **“Documentation”** means Trimble’s then-current usage guidelines, standard technical documentation, Support Terms, acceptable use policies, or other policies made available by Trimble.
- 1.12. **“Firmware”** means software that is embedded in a hardware device provided by Trimble and stored in non-volatile memory, and does not include any Licensed Software.
- 1.13. **“Hardware”** means any Trimble hardware device provided, loaned, or sold to Customer for which the Offering is used and/or on which Firmware is installed.
- 1.14. **“High Risk Activities”** means any mission-critical, hazardous, strict liability, or other activity(ies) where use or failure of the Offering could lead to death, personal injury, or physical or environmental damage. Examples of High Risk Activities include, but are not limited to: aircraft, modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, autonomous vehicles, air traffic control, emergency services, or weaponry systems. High Risk Activities do not include use of the Offering for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or physical or environmental damage.
- 1.15. **“Intellectual Property Rights”** means any and all right, title, and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, publicity, database rights, and similar rights of any type, including any applications, continuations, or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory, or judicial authority, and the right to sue for, settle, and release past, present, and future infringement of any of the foregoing.
- 1.16. **“Law(s)”** means all applicable local, state/provincial, federal, and international laws, rules, regulations, directives, ordinances, and conventions, including, but not limited to, those related to data privacy and data transfer, international communications, and export of technical or personal data.
- 1.17. **“Keys”** means electronic passwords, entitlement, authorization codes, or other enabling mechanism for a Subscription which validates the Subscription as active and/or enables or authorizes use of the Offering.
- 1.18. **“Licensed Software”** means the object code form of installable software which is licensed to Customer by Trimble under the Agreement for deployment on premises or on a device, as well as (a) any Documentation, (b) any upgrades, updates, new features and functionality enhancements, and releases provided through Support, and (c) API Tools. Licensed Software excludes Firmware.
- 1.19. **“Order”** means any Trimble-issued order form, quote, proposal, sales agreement, entitlement confirmation, or online order acknowledgment.
- 1.20. **“Offering”** means any Software, Support, Services, or AI Service, or Correction Services.
- 1.21. **“Prohibited Data”** means any (a) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) (“HIPAA”); (b) credit, debit, or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS); (c) information subject to regulation or protection under the Children’s Online Privacy Protection Act or Gramm-Leach Bliley Act; (d) data regulated by Laws governing the security of critical infrastructure unless its Documentation explicitly specifies that an Offering can be used for such data; or (e) any other information which is regulated under Laws and is not required for use of the Offering for its intended purpose.
- 1.22. **“Provision Date”** means the date on which Trimble first provides access to the Offering. For a bundle composed of multiple Offerings, the Provision Date will be the date on which the entire bundle becomes fully provisioned.
- 1.23. **“Reseller”** means an authorized dealer, distributor, or reseller of Trimble.
- 1.24. **“Services”** means any services described in the Order or a SOW, including, without limitation, training, enablement, implementation, configuration, consulting, or content provision, and subject to the terms and conditions on [Exhibit C](#).
- 1.25. **“Software”** means Licensed Software, and/or SaaS.
- 1.26. **“SaaS”** means a cloud service for which Customer purchases a Subscription from Trimble under the Agreement, as well as any Documentation, any upgrades, updates, new features and functionality enhancements, API Tools.
- 1.27. **“SOW”** means a statement of work or similar agreement governing the provision of Services.

- 1.28. **“Subscription”** means access to an Offering, content, data, and/or other information for the Subscription Term (defined below).
- 1.29. **“Supplemental Terms”** means any applicable terms at <https://www.trimble.com/en/legal/offering-terms> or a successor url and any additional Trimble terms and conditions referenced in the Agreement or any Order or SOW.
- 1.30. **“Support”** means support and maintenance for Software, and as may be further described in the applicable Support Terms, Supplemental Terms, Documentation, or otherwise as specified by Trimble in writing.
- 1.31. **“Support Terms”** means the terms and conditions described in the applicable Supplemental Terms or Documentation that apply to Trimble’s provision of Support.
- 1.32. **“Trimble”** means (i) for purchases directly from Trimble: (A) Trimble Inc. or its Affiliate identified on the Order or SOW or (B) if none is specified, the Trimble entity identified in Exhibit A based on Customer’s location, and (ii) for purchases made through a Reseller located in the United States, “Trimble” means Trimble Inc., and for purchases made through a Reseller located outside the United States, “Trimble” means Trimble Europe B.V.
- 1.33. **“Trimble IP”** means the Offering, Documentation, and any written and electronic materials, proprietary information, documentation, code, technology, systems, infrastructure, equipment, and trade secrets developed, provided, or used by Trimble or its subcontractors to produce and provide the Offering together with all Intellectual Property Rights therein, together with all modifications, improvements, changes thereto, or derivative works thereof, including without limitation: (a) proprietary electronic architecture and other non-literal elements of the Offering developed by Trimble, (b) functional and technical specifications and other technical, training, reference or service information, documentation and manuals, and updates thereto, (c) API Tools, customized applications, and computer programs, (d) processes, methods, algorithms, ideas, and other “know how,” (e) data and information provided or sourced by Trimble, (f) the Offering which Customer has the right to use via a Subscription, (g) output generated by generative AI features and functionality of the Offering to the extent based on other Trimble IP, and (h) network equipment and architecture.
- 1.34. **“Usage Data”** means Trimble’s technical logs, data, and learnings about Customer’s use of the Offering and any Hardware. Usage Data excludes Customer Data.
- 1.35. **“Usage Limitations”** means Customer’s authorized scope of use for the Offering as specified in the Order, Supplemental Terms, or Documentation, which may include the type of Authorized User (e.g., Named User or Concurrent User), seat, copy, instance, data storage, CPU, computer, field of use, location, asset, project, capital budget, operating budget, automation, rate limiting, or other restrictions.

2. Offerings.

- 2.1. **Subscriptions.** Customer may access and use a Subscription during the Subscription Term only for its internal business purposes in accordance with the Documentation, Usage Limitations, and the Agreement.
- 2.2. **Licensed Software.** Trimble hereby grants Customer a non-transferable, non-sublicensable, non-exclusive license, during the term set forth in the Order, to install, copy, and use the Licensed Software on systems or devices under Customer’s control only for its internal business purposes in accordance with the Documentation, Usage Limitations, and the Agreement. Licensed Software is licensed, not sold. Any Licensed Software deployed through hosting services delivered by Trimble are subject to the terms and conditions applicable to Licensed Software.
- 2.3. **Authorized Users.** Only Authorized Users may access or use the Offering. User IDs are granted to individual, named persons, and each Authorized User will keep login credentials confidential and not share them with anyone else. Customer is responsible for its Authorized Users’ compliance with the Agreement and actions taken through their accounts. In the event an Authorized User is no longer authorized to use the Offering on Customer’s behalf, Customer will promptly de-activate the Authorized User’s access. Unless expressly permitted in the Order, Supplemental Terms, or Documentation, Customer may not transfer Authorized User status from one individual to another. Customer will promptly notify Trimble if it becomes aware that any of its Authorized User login credentials have been compromised.
- 2.4. **Restrictions.** Customer will not and will not permit or assist anyone else to: (a) provide access to, distribute, sell, or sublicense the Offering to a third party; (b) use the Offering to provide a hosted or managed service to third parties (e.g., as a service bureau); (c) use the Offering to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public API Tools to any element of the Offering, except to the extent expressly permitted by Law (and then only after providing prior written notice to Trimble); (e) modify or create derivative works of the Offering or copy any element of the Offering (other than in connection with making copies of Licensed Software solely to the extent authorized to do so under the Agreement); (f) remove or obscure any proprietary notices in the Offering; (g) publish benchmarks or performance information about the Offering, except to the extent expressly permitted by Law; (h) interfere with the Offering’s operation or its use by others, circumvent its access restrictions or, without the prior written permission of Trimble, conduct any security or vulnerability test of the Offering; (i) transmit any viruses or other harmful materials to the Offering; (j) submit to the Offering any information that is inappropriate, defamatory, obscene, or unlawful, or use the Offering to defame, harass, stalk, threaten, or otherwise violate the rights of others; (k) use the Offering to advertise, offer to sell or buy goods, or

otherwise for business promotional purposes, unless that is an intended use of the Offering as stated in the Documentation; (l) for Licensed Software, unless expressly permitted in the Order, Supplemental Terms, or the Documentation, use or host any Licensed Software in a virtual server environment; or (m) for Correction Services, re-broadcast the Correction Services or transfer the applicable Subscription for Correction Services to a different device, without the prior written consent of Trimble.

2.5. API Tools. The Offering may include one or more API Tools that allow Customer to develop applications, code, or services that communicate with the Offering (collectively, “**Customer Applications**”). APIs, if any, may be available upon request. Customer may use the API Tools to develop Customer Applications that interoperate with the Offering for Customer’s internal business purposes. Use of API Tools may be subject to additional terms and conditions. Trimble may enhance or modify API Tools from time to time on a when and if available basis, and Trimble is not responsible for the compatibility of any modifications with Customer Applications. If use of API Tools is authorized, subject to the terms of the Agreement and in compliance with the applicable Documentation, Customer assumes all risk and liability regarding the development or use of any Customer Applications. Other customers or Trimble may independently develop applications similar to Customer Applications. Trimble may suspend or limit Customer’s use of integrations built using API Tools if Trimble reasonably determines that Customer’s use of API Tools or other manual or automated means to access Trimble systems is materially disproportionate to other customers’ usage.

2.6. Non-Commercial Offerings. “**Free Versions**” means any Offering available to Customer for use without a separate fee. “**Trials and Betas**” means any Offering or any features thereof available on an evaluation or trial basis or on an alpha, beta, preview, Trimble Labs, or other early access basis, whether free or otherwise. Free Versions and Trials and Betas are referred to collectively as “**Non-Commercial Offerings**.” Unless otherwise set forth in the Documentation, the Order, or otherwise designated by Trimble in writing or electronically, Customer may only use Free Versions in a non-production environment and for non-commercial purposes, and Trials and Betas may only be used for Customer’s internal evaluation to determine whether to purchase a license or subscription to the Offering and to provide Feedback to Trimble. The usage period for Trials and Betas shall be 30 days unless otherwise designated by Trimble. Trials and Betas may be inoperable, incomplete, and/or include features that Trimble may never release, and their features and performance and usage information are Trimble’s Confidential Information. Notwithstanding anything else in the Agreement: (a) Trimble has no obligation to retain Customer Data used with Non-Commercial Offerings; (b) Trimble provides the Non-Commercial Offerings on an “as-is” basis with no warranty, indemnity, service levels, or Support; (c) Trimble’s liability for Non-Commercial Offerings will not exceed US\$50; (d) Trimble may terminate access to a Non-Commercial Offering, for any reason at any time, immediately upon written or email notice to Customer; and (e) Customer may end its use of a Non-Commercial Offering at any time by ceasing use of the Non-Commercial Offering.

2.7. Educational Versions. For any version of the Offering designated as “educational,” or a similar term, Customer may use the Offering solely for educational purposes, for example, by an instructor or a student at an educational institution and while engaged in educational work. Educational versions may not be used (a) by any other person; (b) by any educational institution for any non-educational purposes; or (c) for any for-profit purpose, including professional work or training offered for a fee, or by commercial entities.

2.8. Delivery. The Offering and Keys, if any, will be delivered electronically unless otherwise specified on the applicable Order. Delivery is deemed to occur on the date on which the Offering and Key, if any, are first made available to Customer.

2.9. Compliance; Usage Limitations.

(a) The Offering may gather and transmit to Trimble usage, Key status, compliance, and activation data and such data may include personal data. Customer will not disable, modify, or interfere with the operation of any such functionality of the Offering. Trimble’s processing of personal data for compliance purposes is described in the Trimble Privacy Notice available at <https://www.trimble.com/en/privacy-notice>. Trimble may use the foregoing information for any internal business purpose, such as to validate the authenticity of Authorized Users, to confirm Customer’s compliance with the Agreement, to register the Offering, to monitor and validate compliance with Usage Limitations, for license metering, and to protect Trimble against unlicensed or illegal use of the Offering.

(b) Customer will comply with all Usage Limitations. If Customer exceeds the Usage Limitations during the Subscription Term, Trimble may invoice Customer for the use that exceeded the applicable Usage Limitations at Trimble’s then-current list price, and Customer shall pay in accordance with the Agreement. The parties may also agree on a Usage Limitation adjustment, in which case Customer must sign a new Order and pay any applicable fees.

(c) Upon Trimble’s written request, Customer shall certify in writing that its use of the Offering is in full compliance with the Agreement (including any Usage Limitations). Trimble, or its authorized representative, may, upon prior reasonable notice of at least ten (10) days, inspect Customer’s records and use of the Offering to confirm Customer’s compliance with the Agreement. All inspections will be conducted during regular business hours and in a manner that does not unreasonably interfere with Customer’s business activities. Customer is responsible for inspection costs only in the event the inspection reveals that the use is not in accordance with the Usage Limitations or other licensed scope of use. Customer shall promptly pay all unpaid fees.

2.10 Firmware. Trimble hereby grants Customer a non-exclusive, non-transferable, non-sublicensable right to use Firmware for the sole purpose of operating and using Hardware, subject to all the terms and conditions of the Agreement (Firmware will be considered an Offering for the purposes of Section 2.4 (Restrictions)).

3. **Data Usage and Ownership.**

3.1. **Data Ownership.** Except for Trimble's limited rights set forth in the Agreement, as between the parties, Customer owns all Customer Data, including all Intellectual Property Rights therein. Trimble owns all Anonymized Data and Usage Data, including all Intellectual Property Rights therein.

3.2. **Limited Usage Rights.** Customer hereby grants to Trimble and its Affiliates for the Subscription Term the non-exclusive, worldwide, irrevocable, royalty-free right: (i) to use Customer Data to provide the Offerings to Customer; (ii) to create Anonymized Data; (iii) to use and disclose Customer Data as otherwise permitted pursuant to the Agreement or any written or electronic consent or instructions of Customer; and (iv) subject to Trimble's confidentiality obligations in Section 15 (Confidentiality) and all applicable Data Protection Legislation (as defined below), to use Customer Data to develop, maintain, and improve the Offering and any other products, software, and services of Trimble or its Affiliates.

3.3. **Access to Data.** Customer will not have access to Customer Data after termination or expiration of the Subscription Term, unless otherwise indicated in the Order, Supplemental Terms, or the Documentation, or the parties agree otherwise in writing.

4. **Personal Information; Data Protection.** The following section applies to Customers acting in a commercial or business context.

4.1. All Laws relating to the protection of privacy and data protection are referred to as "**Data Protection Legislation**". "**Personal Information**" is defined as in the Applicable Data Protection Legislation, or if no definition is provided, any personally identifiable information which is either (a) provided by Customer or on its behalf, or (b) automatically collected through the Offering on Customer's behalf. "**Applicable**", in this context, means the Data Protection Legislation applicable to Customer at Customer's principal place of business or to Trimble at Trimble's principal place of business, and Laws that the parties mutually agree in writing apply. Each party will comply with all Applicable requirements of the Data Protection Legislation. This Section is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the applicable Data Protection Legislation.

4.2. Customer acknowledges that: (a) when performing its obligations under the Agreement, Trimble processes Personal Information on Customer's behalf, except for user registration, software licensing, Usage Data, and Anonymized Data, for which Trimble acts as the responsible party, and (b) the Personal Information may be transferred, stored, or accessed from outside of the country where Customer's principal place of business is located in order to provide the Offering and Trimble's other obligations under the Agreement.

4.3. Customer will ensure that it has all necessary appropriate consents and notices in place to enable (a) lawful transfer of the Personal Information to Trimble for the duration and purposes of the Agreement and (b) Trimble to lawfully use, process, and transfer the Personal Information in accordance with the Agreement.

4.4. If the processing of Personal Information by Trimble is subject to the General Data Protection Regulation ((EU) 2016/679) or the Data Protection Act 2018 of the United Kingdom, then the, applicable data processing addendum, available at <https://www.trimble.com/privacy/DPA-TI-EuroSubs> (or any successor url) applies and, in addition, at the written request of Customer, the parties will execute copy thereof. Transfers of Personal Information from Trimble entities located in Europe, acting as data exporter, to Trimble entities in the United States, acting as data importer, are governed, for the benefit of Customer, by the Standard Contractual Clauses available at the same url or upon written request to Trimble.

4.5. If the processing of Personal Information by Trimble is subject to U.S. Data Protection Legislation, then the Customer US Data Processing Addendum for Customer Personal Information (available at www.trimble.com/privacy/us-dpa-customer (or any successor url) is herein incorporated by reference.

5. **Customer Obligations.**

5.1. **Customer Data.** Customer is responsible for its Customer Data, including its content, accuracy, and compliance with Laws. Customer represents and warrants that it has made all disclosures and has all rights, consents, and permissions necessary to use its Customer Data with the Offering and grant Trimble the rights granted under the Agreement, all without violating or infringing Laws, third-party rights (including Intellectual Property Rights and publicity or privacy rights), or any terms or privacy policies that apply to its Customer Data.

5.2. **Prohibited Data: High Risk Activities.** Customer will not use the Offering with Prohibited Data or for High Risk Activities. Customer acknowledges that the Offering is not intended to meet any legal obligations for these uses, including HIPAA requirements, and that Trimble is not a Business Associate as defined under HIPAA. Trimble and its suppliers specifically disclaim any responsibility for, and will not be liable in any manner arising from, any use of the Offering in connection with Prohibited Data or for High Risk Activities.

5.3. **Dependencies and Compatibilities.**

(a) The Offering may (i) require certain dependencies, including, without limitation, internet connection, cellular service, hardware, data connections, operating systems, third-party products, software, and services or other Trimble products and

services, and satellite signals (collectively, “**Dependencies**”), and (ii) allow compatibility and/or interoperability with other products or services made available by Trimble, Customer, or a third party (collectively, “**Compatibilities**”).

(b) Dependencies and Compatibilities may require payment of a separate fee and are governed by their respective terms and conditions, and not by the Agreement. Unless otherwise expressly agreed upon by the parties in writing, Customer is responsible for all Dependencies and Compatibilities. Trimble may modify the Offering from time to time, and except for Dependencies or Compatibilities between Trimble products which Trimble has committed in writing to maintain during the Subscription Term, Trimble does not guarantee that the Offering will continue to operate or be compatible with any Dependencies or Compatibilities. Trimble makes no warranty or guarantee, and will have no liability or obligations under the Agreement, with respect to any Dependencies or Compatibilities.

(c) Customer represents and warrants that it shall, and shall require any provider of any Dependencies and Compatibilities to: (i) establish and maintain industry standard technical, organizational, physical, and administrative safeguards designed to ensure the security and integrity of the Offering; and (ii) comply with the security controls, configuration requirements, and access limitations imposed by Trimble, as may be modified by Trimble from time to time.

(d) If Customer enables Dependencies or Compatibilities with the Offering, Trimble may access and exchange Customer Data with the Dependencies or Compatibilities on Customer's behalf. Trimble will have no liability or obligations under the Agreement with respect to how any Dependencies or Compatibilities use or process Customer Data. If Trimble hosts any Dependencies or Compatibilities at Customer's request, Customer represents and warrants to Trimble that Customer has all rights necessary. Trimble may charge additional fees for hosting services.

5.4. Compliance. Customer shall promptly notify Trimble if Customer becomes aware of (i) any breach of confidentiality obligations regarding the Offering, (ii) any infringement (whether actual or alleged) of Trimble's Intellectual Property Rights in the Offering, or (iii) any unauthorized use of the Offering by any person, and will provide reasonable assistance to Trimble in connection with any suit or proceeding relating to such events.

6. **Suspension of Access.** Trimble may suspend or limit Customer's access to Software and the provision of Support and Services, without liability, and in whole or in part, if (a) Customer breaches any Usage Limitations, Section 2.3 (Authorized Users), Section 2.4 (Restrictions), or Section 5 (Customer Obligations); (b) Customer's account is ten (10) business days or more overdue; or (c) immediately if Customer's or any of its Authorized Users' acts or omissions threaten the integrity, availability, or security of the Offering or Trimble's systems, products, or infrastructure (provided Trimble will use commercially reasonable efforts to provide Customer with advance notice of a suspension where Trimble determines exigent circumstances do not exist). Trimble will lift the suspension once the related issue or failure is cured to Trimble's reasonable satisfaction. Fees will continue to apply during the suspension period.

7. **Certain Features.**

7.1. Offering Content. Customer may have access to third-party data, or content (“**Third-Party Content**”) or Trimble data or content (collectively, “**Offering Content**”) through the Offering, whether included as part of a Subscription or as a separate third party subscription. Any Offering Content that is Trimble IP is part of the Offering. Customer will not: (i) access, extract, or download any Offering Content, or portions thereof, in batch or en masse by any means; (ii) use any device, software, or routine to bypass any hardware or software that prohibits volume requests for information; (iii) sell, offer to sell, rent, sublicense, or transfer any copies of the Offering Content, or portions thereof, to a third party or allow a third party to use the Offering Content; (iv) use the Offering Content to develop a similar or competing product or service or include or make available any portion of the Offering Content in any other product or service; (v) recreate the Offering Content or otherwise create a separate database or other repository of Offering Content; (vi) use Offering Content to train, augment, or correct another database or information repository; (viii) unless otherwise specified in the Documentation, permit any individual other than an Authorized User to access or use the Offering Content and any derivative thereof, or (ix) make any portion of the Offering Content available to the public in any manner. Upon notice from Trimble or any termination or expiration of the Subscription Term, Customer will immediately cease using and delete or destroy all electronic and physical copies of Offering Content. Third-Party Content is provided “as is,” and Customer assumes all risk and liability regarding any use of (or results obtained through) Third-Party Content. Trimble and its suppliers make no warranty or guarantee with respect to any Third-Party Content, including regarding its accuracy, continued availability, or compatibility.

7.2. Open Source. The Offering may incorporate third-party open source software, as listed in the Documentation or otherwise made available by Trimble.

7.3. Security. This Section applies to SaaS and to hosting services for Licensed Software provided on an infrastructure-as-a-service basis. Trimble or its third-party hosting provider(s) will use commercially reasonable efforts to establish and maintain reasonable administrative, physical, and technical safeguards designed to protect (a) the security, confidentiality, and integrity of Customer Data; (b) against anticipated threats or hazards to the security, confidentiality, and integrity of Customer Data; (c) against unauthorized access to or use of Customer Data; and (d) against unlawful processing, accidental destruction, or loss of Customer Data.

7.4. **Third-Party Access.** Customer authorizes Trimble to grant access to its instance(s) of the Offering and share Customer Data with any third-party Authorized Users or as otherwise instructed by Customer. Customer is solely responsible for third-party Authorized Users' compliance with the Agreement and for any and all acts or omissions of any third-party Authorized Users. Third-party Authorized Users are considered Representatives, as that term is defined and used in Section 15 (Confidentiality). Third-party Authorized Users are not intended third-party beneficiaries under the Agreement. Trimble shall have no liability for any act or omission of any third-party Authorized Users, including by way of access or use of the Offering or Customer Data. Third-party access or use of the Offering must be for Customer's internal business purposes (or its Affiliates, if applicable), and access or use for any other purpose is prohibited. As between Customer and any third-party Authorized Users, any data or other information uploaded by such a third party to the Offering on Customer's behalf will be Customer Data.

8. **Support.** If Customer is eligible for Support and pays any applicable fees, Trimble will make Support available in accordance with the Support Terms.

9. **Commercial Terms.**

9.1. **Payment Terms; Invoicing.**

(a) Fees are as set forth in the Order or SOW. Renewal fees for Subscriptions are at Trimble's then-current rates, regardless of any discounted pricing in a prior Order. Fees do not include applicable sales taxes, value added taxes, goods and services taxes, export or import charges, transportation or insurance charges, customs and duty fees, personal property taxes, surcharges and fees, or similar charges, all of which are Customer's responsibility to pay. Unless Customer provides Trimble with direct payment authority or a valid exemption certificate for the appropriate jurisdiction, Customer will pay Trimble all taxes, charges, and fees invoiced by Trimble in connection with the Offering. Customer will pay any transaction fees and any foreign exchange profits or losses incurred on transactions. If Customer allows Trimble to retrieve Usage Data from Customer's devices, Customer will not charge Trimble for usage of Customer's data plan.

(b) Trimble will issue invoices in accordance with the billing frequency stated in the Order or SOW. Customer consents to the receipt of invoices electronically at the email address(es) it provided to Trimble for billing purposes, and accepts invoices as if received by mail. Customer is responsible for maintaining current email address(es) with Trimble. Trimble's transmission of an invoice to the provided billing email address(es) (regardless of whether actually received by Customer) shall be considered delivery of that invoice by Trimble. Trimble's failure to issue an invoice in accordance with this Section shall not be deemed to be a waiver by Trimble of its right to receive payment pursuant to the Agreement, but Customer shall not be obligated to make payment until an invoice for payment is issued by Trimble to Customer.

(c) Unless otherwise set forth in the Order or SOW, payments are due 30 days from the date of invoice. Customer will make payment in the currency indicated on the Order or SOW. Trimble is entitled to offset payments against prior debt balances in Customer's account.

(d) Subject to any Laws to the contrary or as otherwise expressly stated in the Agreement, payments are non-refundable. A Dispute as to a portion of any invoice or amount owed will not give Customer any right to withhold the undisputed portion of that invoice or amount. Delinquent payments not subject to a bona fide Dispute will bear interest at the lesser of 1.5% per month or the maximum rate permitted by Law. Customer will be liable for all costs of collection of past due amounts (including attorneys' fees). For any breach of Customer's payment obligations under any Order or SOW, Trimble may, without limiting Trimble's other rights and remedies, declare Customer's unbilled future fees under any and all Orders immediately due and payable. Trimble has the continuing right to review Customer's credit and, if reasonably determined necessary by Trimble, change Customer's payment terms, and may at any time demand advance payment, satisfactory security (such as, but not limited to, a confirmed, irrevocable letter of credit acceptable to Trimble), or a guarantee of prompt payment prior to shipment or service activation.

9.2. **Third-Party Application Stores.**

(a) **Purchase from Application Store.** If Customer obtained a license or other right to use the Offering through a third-party application store, marketplace, or other similar site (each, an "**Application Store**"), the Application Store is considered a "Reseller" under the Agreement, and Customer's use of the Offering is subject to Section 9.3 (Purchase from Reseller). Except as expressly set forth in Sections 9.3 (Purchase from Reseller) and 9.2(c) (Application Store Terms), all fees are non-refundable once paid. Customer's download of the Offering may be subject to other terms as specified by the operator of the Application Store from which Customer downloaded the Offering.

(b) **In App Purchases.** The Offering may offer Customer the opportunity to purchase additional functions and/or features from within the application (an "**In-App Purchase**"). All billing and transaction processes are handled by the provider of the Application Store (the "**App Store Provider**") from whose platform Customer downloaded the Offering and are governed by the App Store Provider's terms and conditions. If Customer has any payment-related issues with In-App Purchases, then Customer must contact the App Store Provider directly.

(c) **Application Store Terms.** If Customer downloaded the Offering from Apple Inc.'s Application Store, the Apple Apps Additional Terms, available at <https://www.trimble.com/en/legal/terms-and-conditions/apple-apps-additional-terms>, apply to the Offering and are incorporated by reference into the Agreement. If Customer downloaded the Offering from Google Inc.'s Application Store, the Android Apps Additional Terms, available at

<https://www.trimble.com/en/legal/terms-and-conditions/android-apps-additional-terms>, apply to the Offering and are incorporated by reference into the Agreement.

9.3. **Purchase from Reseller.** If Customer obtained the Offering through a Reseller, the terms of this Section are applicable and will prevail in event of any conflict with any other provisions of the Agreement.

(a) The Agreement is between Trimble and Customer and governs all access and use of the Offering by Customer. Resellers are not authorized to modify the Agreement or make any promises or commitments on Trimble's behalf, and Trimble is not bound by any obligations to Customer other than as set forth in the Agreement. Trimble is not party to (or responsible under) any separate agreement between Customer and the Reseller and is not responsible for the Reseller's acts, omissions, products, or services. For purposes of Section 13 (Limitations of Liability), the applicable Trimble list price for the Offering will be deemed the amount paid or payable by Customer to Trimble under the Agreement.

(b) Instead of paying Trimble, Customer will pay the applicable amounts to the Reseller, as agreed between Customer and the Reseller. If the Reseller fails to pay Trimble the applicable fees for Customer's use of the Offering, Trimble reserves the right to terminate Customer's access to and use of the Offering.

(c) Customer's purchase details (e.g., the applicable Offering, the Subscription Term, Usage Limitations, quantity of Authorized Users, and any additional scope of use restrictions) will be as stated in the entitlement confirmation issued by Trimble, and the Reseller is responsible for the accuracy of any information. Unless otherwise designated by Trimble, the Reseller is solely responsible for delivering the Offering to Customer, and Trimble has no liability for the Reseller's failure to deliver.

(d) Warranty obligations under Section 10.1 (Limited Warranty) may be provided by a Reseller. The Reseller has no authority to make any statements, representations, warranties, or commitments on Trimble's behalf. If the Reseller agrees to provide front-line support or professional services to Customer, Trimble has no responsibility for Reseller-provided support or professional services.

(e) In the event Customer is entitled to a refund under the Agreement, Customer must request the refund through the Reseller. Any request sent directly to Trimble will be redirected to the Reseller. Trimble will refund any applicable fees to the Reseller, and the Reseller will be solely responsible for refunding fees to Customer, unless otherwise specified by Trimble. Trimble will have no further liability to Customer in the event the Reseller fails to refund fees to Customer.

10. **Warranties and Disclaimers.**

10.1. **Limited Warranty.** Subject to the Agreement and any mandatory Laws to the contrary, Trimble warrants to Customer that during the Warranty Period the Offering will perform in all material respects as specified in the Documentation. The "Warranty Period" is (a) 90 days from the Provision Date for Licensed Software licensed on a perpetual basis, and (b) for the duration of the applicable Subscription Term, for any Subscriptions, other than for Correction Services, which are provided without warranty, as-is and as-available. If the Offering fails to conform to Section 10.1 (Limited Warranty) during the Warranty Period, Customer may make a reasonably detailed warranty claim within 30 days of discovering the issue. For any claims reported by Customer within the Warranty Period that Trimble determines are valid, Trimble will correct such non-conformity by issuing corrected instructions, a restriction, or a bypass, or by replacing the Offerings, at Trimble's option. Subject to any mandatory Laws to the contrary, these procedures are Customer's exclusive remedy, and Trimble's entire liability, for the failure of the Offerings to conform to the warranty in this Section. The foregoing limited warranty only applies if and to the extent that (i) the Offering associated with the warranty is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with the Documentation, and (ii) the Offering associated with the warranty is not modified or misused. The foregoing limited warranty does not apply to (1) issues caused by unauthorized use or modifications; (2) unsupported or unauthorized versions of the Offering; (3) operating the Offering under any specification other than, or in addition to, the Documentation; (4) issues in or resulting from Dependencies, Compatibilities, or third-party systems, products, or services; or (5) Non-Commercial Offerings.

10.2. **Disclaimers.**

THE LIMITED WARRANTY TERMS EXPRESSLY SET FORTH IN THE AGREEMENT OR IN ANY APPLICABLE SUPPLEMENTAL TERMS, IF ANY, CONSTITUTE TRIMBLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES RELATING TO THEM AND ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON TRIMBLE'S PART ARISING OUT OF, OR IN CONNECTION WITH, THE OFFERING, AT ANY TIME EITHER DURING OR AFTER EXPIRATION OF THE APPLICABLE WARRANTY. EXCEPT FOR ANY LIMITED WARRANTY TERMS EXPRESSLY PROVIDED IN THE AGREEMENT, THE OFFERING IS PROVIDED "AS-IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NONINFRINGEMENT. SUPPLEMENTAL TERMS MAY HAVE ADDITIONAL DISCLAIMERS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OR THE EXCLUSION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION(S) MAY NOT APPLY OR FULLY APPLY TO CUSTOMER.

TRIMBLE MAKES NO REPRESENTATION OR WARRANTY THAT CUSTOMER'S USE OF THE OFFERING WILL BE UNINTERRUPTED, OR FREE OF VIRUSES OR OTHER MALWARE OR PROGRAM LIMITATIONS, OR THAT ALL ERRORS WILL BE CORRECTED; THAT TRIMBLE WILL REVIEW CUSTOMER DATA FOR ACCURACY; OR THAT TRIMBLE WILL MAINTAIN CUSTOMER DATA OR OTHER DATA WITHOUT LOSS. TRIMBLE IS NOT LIABLE FOR DELAYS, FAILURES, OR PROBLEMS INHERENT IN USE OF THE INTERNET, SATELLITES, ELECTRONIC COMMUNICATIONS, OR OTHER SYSTEMS OUTSIDE TRIMBLE'S CONTROL. TRIMBLE WILL NOT BE LIABLE IN ANY MANNER FOR THE OUTPUT OBTAINED THROUGH USE OF THE OFFERING OR CUSTOMER'S RELIANCE ON THE OUTPUT. CUSTOMER ACKNOWLEDGES THAT AI SERVICES ARE PROBABILISTIC TOOLS AND THEIR OUTPUT MAY CONTAIN INACCURACIES, ERRORS, OR MATERIAL THAT IS INCOMPLETE OR OBJECTIONABLE. CUSTOMER AGREES THAT IT IS SOLELY RESPONSIBLE FOR THE REVIEW, VERIFICATION, AND ULTIMATE USE OF ALL AI-GENERATED CONTENT AND ACTIONS, OR FOR THE CONTENT OF ANY THIRD-PARTY SYSTEMS CUSTOMER CONNECTS TO THE AI SERVICE. TRIMBLE MAKES NO WARRANTIES REGARDING THE ACCURACY, RELIABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY AI-GENERATED CONTENT OR ACTIONS. CUSTOMER IS RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT, AND CONTROL OF CUSTOMER'S USE OF THE OFFERING. THIS RESPONSIBILITY INCLUDES THE DETERMINATION OF APPROPRIATE USES FOR THE OFFERING AND THE SELECTION OF THE OFFERING TO ACHIEVE INTENDED RESULTS. TRIMBLE IS NOT A LEGAL SERVICES PROVIDER AND ANY RESULTS, FORMS, POLICIES, OR OTHER MATERIALS PROVIDED BY TRIMBLE THROUGH THE OFFERING OR DOCUMENTATION ARE NOT INTENDED AND SHOULD NOT BE RELIED UPON AS LEGAL ADVICE OR LEGAL OPINION. CUSTOMER SHOULD CONSULT ITS OWN LEGAL COUNSEL REGARDING THE USE OF ANY RESULTS AND MATERIALS. CUSTOMER IS ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY AND ACCURACY OF ANY OUTPUT OF THE OFFERING. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD.

10.3 Additional Correction Services Disclaimers. Customer acknowledges that Correction Services, and related network access are subject to transmission limitations caused by a variety of factors such as atmospheric conditions, topographical obstructions, limitations or lack of coverage of the underlying carrier service, and other natural or manmade conditions. Additionally, motor and ignition noise, metal shielding, and interference by users of the same or adjacent radio channels may limit or interfere with Correction Services. Trimble is not responsible for the operation or failure of operation of satellites or the availability of satellite signals.

11. Term and Termination.

11.1. Perpetual License. If Customer purchases a perpetual license to Licensed Software, Customer's license to the Licensed Software will continue in perpetuity subject to the terms and conditions of the Agreement. Support for Licensed Software may be available as a Subscription and is purchased separately unless otherwise indicated by Trimble in writing or on the Order.

11.2. Subscriptions. If Customer purchases a Subscription, the duration of the initial term and any renewals are as set forth in the Order (collectively, the "**Subscription Term(s)**"). The Subscription Term will begin on the earlier of (a) the Provision Date for each Offering, or (b) 90 days after the date on which the Subscription is sold. Each Offering may have a different Provision Date. Unless otherwise set forth in the Order or as provided by Trimble in writing, each Subscription Term will renew for successive periods of the same duration unless either party gives the other party at least 30 days notice of non-renewal before the expiration of the then-current Subscription Term. Unless otherwise set forth by Trimble in writing, if Customer subsequently purchases one or more additional Subscriptions, all of Customer's Subscriptions shall have the same end date and Trimble may invoice all fees for Subscriptions on a single invoice.

11.3. Termination. Either party may terminate the Agreement (including all Orders and SOWs) upon written notice if the other party (a) materially breaches any provision applicable to it under the Agreement (including payment obligations), provided that written notice of such breach or failure has been provided by the non-breaching party specifying such breach or failure, and if such breach or failure is capable of cure, the breaching party fails to cure such breach or failure or provide a written plan of cure reasonably acceptable to the non-breaching party within thirty (30) calendar days of the breaching party's receipt of such notice; (b) ceases operation without a successor; (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if a proceeding is instituted against that party and not dismissed within 60 days; or (d) is then listed on, or is fifty percent (50%) or more owned or controlled, directly or indirectly and either individually or in the aggregate, by an entity or person that is listed on one or more export screening lists maintained by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury, including but not limited to the Entity List, the Denied Persons List, the Unverified List, and the Specially Designated Nationals and Blocked Persons List, or other similar lists maintained by any applicable governmental authority (each such list, a "**Restricted Party List**").

11.4. Effect of Termination. Upon expiration or termination of the Agreement or the Order or SOW, Customer's right to use the Offering will cease, and Customer will immediately cease any and all use of and access to the Offering and will delete (or, upon request, return) all copies of any Offering.

11.5. **Survival.** Sections 1 (Definitions), 2.4 (Restrictions), 3.1 (Data Ownership), 5 (Customer Obligations), 9.1 (Payments Terms; Invoicing), 10.2 (Disclaimers), 11.4 (Effect of Termination), 11.5 (Survival), 12 (Intellectual Property Rights), 13 (Limitations of Liability), 14 (Indemnification), 15 (Confidentiality), 16 (General Terms), and any other term or provision that applies to events occurring following expiration or termination, will survive the termination or expiration of the Agreement. Except where an exclusive remedy is provided, exercising a remedy under the Agreement, including termination, does not limit other remedies a party may have.

12. Intellectual Property Rights.

12.1. **Trimble IP.** As between the parties, except for any limited usage granted under the Agreement, Trimble and its suppliers have and will retain all Trimble IP and all copies, modifications, and derivative works thereof. No Intellectual Property Rights are granted by Trimble to Customer except as expressly provided under the Agreement. Work performed and deliverables created by Trimble under the Agreement, including without limitation via Services, will constitute Trimble IP and for the avoidance of doubt will not be considered “works made for hire” owned by Customer (except for the limited exception set forth in [Exhibit C](#)).

12.2. **Feedback.** Customer may from time to time provide suggestions, comments, or other feedback to Trimble with respect to the Offering (“**Feedback**”). Both parties agree that all Feedback is and will be given entirely voluntarily. Customer shall not provide any Feedback that is subject to confidentiality obligations and/or is subject to obligations that require any of Customer’s products, technology, service, or documentation incorporating or derived from Feedback, or any of Customer’s Intellectual Property Rights to be licensed or otherwise shared with any third party. Customer hereby grants to Trimble and its Affiliates a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and otherwise exploit the Feedback.

13. Limitations of Liability.

13.1. EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY (OR ITS SUPPLIERS) SHALL BE LIABLE FOR DAMAGES FOR LOSS OF PROFIT OR REVENUE, DATA THAT IS LOST OR CORRUPTED, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL, OR COSTS OF COVER, OR ANY SPECIAL, INCIDENTAL, RELIANCE, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

13.2. EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY’S (AND EACH OF ITS SUPPLIER’S) ENTIRE LIABILITY FOR ANY AND ALL DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED IN AGGREGATE THE AMOUNTS PAID BY CUSTOMER TO TRIMBLE DURING THE PRIOR 12 MONTHS UNDER THE AGREEMENT FOR THE APPLICABLE OFFERING(S) GIVING RISE TO THE LIABILITY.

13.3. “EXCLUDED CLAIMS” MEANS (i) CUSTOMER’S PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (ii) DAMAGES PAYABLE TO A THIRD PARTY PURSUANT TO A PARTY’S INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT; (iii) ANY BREACH BY CUSTOMER OF SECTIONS 2.3 (AUTHORIZED USERS), 2.4 (RESTRICTIONS), OR SECTION 5 (CUSTOMER OBLIGATIONS); AND (iv) ANY ADDITIONAL “EXCLUDED CLAIMS” EXPRESSLY IDENTIFIED IN ANY APPLICABLE SUPPLEMENTAL TERMS.

13.4. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF THE DAMAGES COULD HAVE BEEN FORESEEN OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY HAS BEEN APPRISED OF THE POSSIBILITY OF THE DAMAGES, AND REGARDLESS OF WHETHER THE DAMAGES ARE ARISING IN BREACH OF ANY ONE OR MORE WARRANTIES, NON-CONFORMITY, IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF ANY STATUTORY DUTY, OR OTHERWISE. SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OF LIABILITY FOR DEATH, PERSONAL INJURY, FRAUDULENT MISREPRESENTATION, CERTAIN INTENTIONAL OR NEGLIGENT ACTS, VIOLATION OF SPECIFIC STATUTES, OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH AN EVENT, THE FOREGOING LIMITATION(S) WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

13.5. The waivers and limitations in this Section are agreed-upon allocations of risk constituting in part the consideration for Trimble’s performance under the Agreement, and will survive and apply even if any limited remedy in the Agreement fails of its essential purpose.

14. **Indemnification.** Customer will defend, indemnify, and hold harmless Trimble from and against any and all third-party claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys’ fees and costs and other legal expenses) arising out of or in connection with (a) use or modification of any Offering in breach of the Agreement; (b) any Customer Data, Customer or third-party Dependencies, or Compatibilities; or (c) Customer’s breach of Sections 2.4 (Restrictions), 5 (Customer Obligations), 7.1 (Offering Content), 9.2 (Third-Party Application Stores) or 16.7 (Compliance) (each, a “**Claim**”). Trimble will give Customer prompt written notice of any Claim and will cooperate in relation to the Claim at Customer’s expense. Customer will have the exclusive right to control and settle any Claim, except that Customer may not settle a Claim without Trimble’s prior written consent (not to be unreasonably withheld) if the settlement requires Trimble to admit any liability, pay any amounts, or take any action or refrain from taking any action (other than ceasing use of infringing materials). Trimble may participate in the defense of any Claim at its expense.

15. **Confidentiality.** As a receiving party, each party (a) will protect the confidentiality of the disclosing party's Confidential Information using the same degree of care it uses for its own information of like importance (but not less than reasonable care), (b) will not share the disclosing party's Confidential Information with third parties except as permitted in the Agreement or with the disclosing party's prior written or electronic consent, and (c) will only use Confidential Information to fulfill its obligations and exercise its rights in the Agreement. The receiving party may disclose Confidential Information to its employees, agents, Affiliates, contractors, and other representatives (collectively, "**Representatives**") having a legitimate need to know (including, for Trimble, its subcontractors), provided (i) the Representatives are subject to confidentiality obligations no less protective than those in this Section, and (ii) the receiving party is responsible for any breach of this Section by the acts or omissions of its Representatives. These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party or its Representatives, (b) it rightfully knew or possessed on a non-confidential basis prior to receipt under the Agreement, (c) it rightfully received from a third party without obligation of confidentiality, or (d) it independently developed without using the disclosing party's Confidential Information. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which remedies at law (e.g., monetary damages) alone are an insufficient remedy. In the event of an actual or threatened breach by a party, the other party may seek injunctive relief, in addition to other available rights and remedies, for breach or threatened breach of this Section, without proof of actual damages or the requirement of posting a bond or other security. Nothing in the Agreement prohibits either party from making disclosures if required by Law or government or court order, provided (if permitted by Law) it notifies the other party in advance and reasonably cooperates in any effort by the other party to obtain confidential treatment. At the disclosing party's request upon expiration or termination of the Agreement, the receiving party will delete all of the disclosing party's Confidential Information (excluding Customer Data, which is addressed in Section 3 (Data Usage and Ownership)). Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to the Agreement's confidentiality restrictions.

16. **General Terms.**

16.1. **Assignment.** Trimble may assign the Agreement upon notice to Customer. Customer may not assign or transfer the Agreement (by operation of law or otherwise) without the prior written consent of Trimble, such consent not to be unreasonably withheld. Any non-permitted assignment is void. The Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

16.2. **Amendments, Modification of Offerings.** Trimble may amend the Agreement from time to time with written notice to Customer. Amendments shall take effect upon the next renewal, if any, of the Agreement, unless Trimble indicates an earlier effective date. If Trimble requires amendments with an earlier effective date and Customer objects in writing, then Trimble may permit amendments to take effect upon the next renewal; provided, however, if Trimble declines to permit a later effective date, Customer's exclusive remedy is to terminate the Agreement with notice to Trimble, in which case Trimble will provide Customer a refund of any applicable pre-paid fees for the terminated portion of the current Subscription Term. To exercise this termination right, Customer must notify Trimble of its objections within thirty (30) days after Trimble's notice of the amended Agreement. Once the amended Agreement takes effect, Customer's continued use of the Offering constitutes its acceptance of the modifications. Trimble may modify the Offerings, Documentation, and Support Terms to reflect new features or changing practices, provided that the modifications will not materially decrease Trimble's overall obligations with respect to the Offering.

16.3. **Waiver and Severability.** No waiver of any provision or breach of the Agreement (a) will be effective unless made in writing, or (b) will operate as or be construed to be a continuing waiver of the provision or breach. In the event any portion of the Agreement is held to be invalid or unenforceable, the portion will be construed as nearly as possible to reflect the original intent of the parties, or if the construction cannot be made, the provision or portion thereof will be severable from the Agreement, provided that the invalidity, illegality, or unenforceability in whole or in part of any provision does not affect the validity of other provisions.

16.4. **Force Majeure.** Neither party will be liable for any default, delay, or non-performance of its obligations under the Agreement (except for payment obligations) due to causes beyond its reasonable control, including, without limitation, strikes, blockades, war, terrorism, riot, internet, satellite, or utility or third-party infrastructure failures, technological supply chain disruptions, governmental orders or actions, national or regional emergency, pandemics, or natural disasters ("**Force Majeure**"), provided that the party promptly notifies the other in writing of an occurrence and uses commercially reasonable efforts to resume performance of its affected obligations as soon as feasible. Delays or failures that are excused as provided in this Section will result in automatic extensions of dates for performance for a period of time equal to the duration of the events excusing the delay or failure.

16.5. **Notices.** Any notice or other communication given by either party to the other regarding the Agreement will be deemed given and served when personally delivered, delivered by a reputable international courier requiring signature for receipt addressed to the party at its notice address, or delivered by email (a) if to Trimble, to legal_administration@trimble.com, and (b) if to Customer, a Customer administrative user on file with Trimble effective when the recipient, by reply email, confirms receipt (with an auto-reply, e.g., an out-of-office message, not constituting acknowledgment of an email for purposes of this Section). Notice will be deemed effective upon delivery or refused delivery attempt. Either party may change its notice address by written notice to the other. Customer's notice address will be the address appearing on the Order or SOW. Trimble's notice address will

be the applicable address on Exhibit A, or if the Trimble entity is not listed there, then on the Order. In addition, any valid notice to Trimble shall include a required copy to: Trimble Inc., Attn: General Counsel - Important Legal Notice, 10368 Westmoor Drive, Westminster, CO 80021, USA. Trimble may send operational notices to Customer by email or through the Offering, including, without limitation, modifications of the Agreement or Documentation, suspension, collection, and termination notices related to overdue fees.

16.6. Export Control. Customer acknowledges that the Offering is subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer will not, and will not allow any third party to, remove or export from the United States or allow the export or re-export of any part of the Offering or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals or fifty percent (50%) or more owned or controlled, directly or indirectly, by any such individual or entity; (c) to any country to which the export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining a license or approval; or (d) otherwise in violation of any export or import restrictions, Laws of the United States or foreign agency or authority. Customer warrants that it is not located in, under the control of, or a national or resident of any prohibited country or on any prohibited party list, and is not fifty percent (50%) or more owned or controlled, directly or indirectly, either individually or in the aggregate, by any such individual or entity and shall notify the other in writing within five (5) business days upon becoming aware of any change in its ownership or control that would cause it or any such entity to appear on, or become subject to designation on, any Restricted Party List. The Offering is further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government. Customer will defend, indemnify, and hold Trimble harmless against any liability (including attorneys' fees) arising out of Customer's failure to comply with the terms of this Section. Customer's obligations under this Section will survive the termination of the Agreement for any reason whatsoever.

16.7. Compliance. Each party shall comply in all material respects with all Laws in connection with its performance of the Agreement. Each party, and any third party acting on its behalf, will comply with all applicable United States and international anti-corruption and anti-bribery laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and others (collectively, "**Anti-Corruption Laws**"). Each party, and any third party acting on its behalf, will not directly or indirectly offer, promise, or give any payment or anything of value to a government official, or any other individual or entity, where the intent is to improperly influence any act or decision of the government official, or other individual or entity, to obtain or retain business or some other benefit or commercial advantage for either party. Each party, and any third party acting on its behalf, also will not solicit or accept any sort of payment or anything of value from anyone, where the intent is to improperly influence any acts of a party or any third party acting on its behalf.

16.8. Governing Law and Venue. The sole and exclusive governing Law, jurisdiction, and venue for the Agreement and all Disputes shall be: (a) as set forth in the Order, if any, or (b) otherwise, as set forth on Exhibit A, in each case to the exclusion of all other courts and venues, and each party irrevocably consents to the foregoing sole and exclusive jurisdiction and venue; provided that Trimble may elect to bring action in courts with jurisdiction for Customer's location. The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of laws provisions giving rise to a different result do not apply. No Dispute may be brought by either party more than one (1) year after the Dispute accrued, except that an action for nonpayment may be brought within two (2) years after the due date. Each party hereby waives, to the maximum extent permitted by Law, any objection, including any objection based on *forum non conveniens*, to the bringing of any proceeding in the jurisdiction.

16.9. WAIVER OF JURY TRIAL – UNITED STATES CLAIMS. FOR ANY CLAIM BROUGHT IN A STATE, FEDERAL, OR OTHER COURT IN ANY JURISDICTION WITHIN THE UNITED STATES, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY; *PROVIDED, HOWEVER*, THAT THIS PROVISION SHALL NOT BE ENFORCED OR ENFORCEABLE TO THE EXTENT A WAIVER OF THE RIGHT TO A TRIAL BY JURY IS PROHIBITED BY, OR CONTRARY TO, THE PUBLIC POLICY OF THE STATE IN WHICH THE LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM IS FILED.

16.10. Region-Specific Terms. Additional terms and conditions for specified regions are as set forth in Exhibit B.

16.11. Publicity. Neither party may issue a press release regarding the parties' entry into the Agreement without the other party's prior written approval. Upon written approval, Trimble may identify Customer (including through use of its name and logo) as Trimble's customer, including on Trimble's website, and may include Customer in its marketing materials.

16.12. Headings; Language. The headings in the Agreement have been inserted for convenience only and shall have no substantive effect. The language of all parts of the Agreement shall in all cases be considered as a whole, according to its fair meaning, and not strictly for or against any of the parties. The parties hereby acknowledge and agree that the language of the Agreement shall be considered jointly drafted.

- 16.13. Subcontractors. Trimble may use subcontractors in the performance of its obligations under the Agreement, and will be responsible for the acts and omissions of its subcontractors in their performance of Trimble's obligations in the Agreement.
- 16.14. No Third-Party Beneficiaries. Except as may be expressly stated in any Supplemental Terms, there are no third-party beneficiaries under the Agreement.
- 16.15. Official Language. The parties have specifically requested that the Agreement be drafted in English. *Les parties ont spécifiquement demandé que cette entente soit rédigée en anglais*. If there is a conflict between versions of the Agreement in any other language, the English language version controls.
- 16.16. Independent Contractors. Each party is an independent contractor of, and is not an employee, agent, fiduciary, or authorized representative of, the other party.
- 16.17. Entire Agreement. The Agreement sets forth the entire understanding between the parties in connection with its subject matter, and supersedes all prior or contemporaneous proposals, communications, agreements, negotiations, and representations, whether written or oral, regarding the subject matter thereof. Any additional, contrary, and/or pre-printed terms or conditions appearing on Customer's acceptance, orders, or associated purchase documentation are hereby rejected and will be of no effect.
- 16.18. U.S. Government End-Users. Offerings acquired by or on behalf of the U.S. Government are subject to RESTRICTED RIGHTS and are licensed consistent with and pursuant to the policies set forth in 48 C.F.R. § 12.212 (for civilian agencies) and 48 C.F.R. § 227.7202 (for the Department of Defense). The Offerings are "Commercial Computer Software" and "Computer Software Documentation," as each of those terms are defined at 48 C.F.R. § 2.101 and 48 C.F.R. § 227.7014, and used in § 12.212 or § 227.7202, as applicable. The Commercial Computer Software and Computer Software Documentation are Commercially Available Off-the-Shelf (COTS) items developed fully at private expense and readily available in the commercial marketplace. The Commercial Computer Software and Computer Software Documentation are licensed to the U.S. Government with only those rights as are granted to commercial and public end users pursuant to the terms and conditions herein. Trimble reserves all rights not expressly granted to the U.S. Government under the Agreement.

Exhibit A**Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction**

Customer Location*	Trimble Entity and Notice Address**	Governing Law	Exclusive Venue/Jurisdiction
United States	Trimble Inc. 10368 Westmoor Drive Westminster, CO 80021 USA	State of Delaware	State and Federal Courts located in Wilmington, Delaware
Australia	Trimble Australia Pty. Ltd. Level 12 680 George St. Sydney, NSW 2000, Australia	New South Wales	Courts in Sydney, NSW, Australia
Canada	Trimble Canada Corporation 600-1741 Lower Water Street Halifax, Nova Scotia B3J 0J2	Province of Ontario, and the federal laws of Canada applicable therein	Provincial and federal courts located in Toronto, Ontario
Finland	Trimble Finland Oy, Hatsinanpuisto 8 02600 Espoo, Finland	Finland	Courts in Helsinki, Finland
France	Trimble France S.A.S. 1 quai Gabriel Péri Joinville-le-Pont, France 94340	France	Courts of Paris, France
Germany	Trimble Germany GmbH, Am Prime Parc 11, 65479 Raunheim Germany	Germany	Courts in Frankfurt/Main, Germany
India	Trimble India Systems Pvt Ltd. 4th Floor, Lakshmi Tech Park, 5/639, Rajiv Gandhi Salai, Tirumalai Nagar, Perungudi, Chennai, Tamil Nadu 600096, India	India	Courts in Chennai, Tamil Nadu, India
United Kingdom	Trimble UK Limited Trimble House Gelderd Road, Gildersome, Leeds, England, LS27 7JP	England and Wales	Courts of England and Wales
Any other country or geography not specified above	Trimble Europe B.V. Industrieweg 187a, 5683 CC Best, The Netherlands	The Netherlands	Courts of Amsterdam, the Netherlands

* Customer location is Customer's billing address specified on the Order, or if none, then the address provided by Customer to Trimble when registering its online account.

** Addresses for Trimble entities not listed shall be as set forth on the Order or SOW. See additional required notice address for Trimble in Section 16.5 (Notices).

Exhibit B

Region-Specific Terms

This exhibit provides region-specific terms for Australia, the European Union, France, The Netherlands, and Germany.

Australia

For a Customer who purchases the Offering in Australia, the following provisions apply:

- (a) For the purposes of this Section, “**Australian Consumer Law**” means the Australian Consumer Law set out at Schedule 2 to the *Competition and Consumer Act 2010* (Cth), as amended from time to time, and “**Non-excludable Condition**” means the consumer guarantees, warranties, rights, or remedies under the Australian Consumer Law that cannot be limited, excluded, restricted, or modified, and to which Customer may be entitled.
- (b) To the extent permitted by Law, Trimble’s liability in relation to breach of any such Non-excludable Condition shall be limited, at its option, as follows: (i) in the case of the goods, to repairing or replacing the goods, supplying equivalent goods, or paying the costs of repairing or replacing the goods or acquiring equivalent goods; and (ii) in the case of the services, to re-supplying the services or paying the cost of re-supplying the services.
- (c) Nothing in the Agreement excludes, restricts or modifies any Non-excludable Condition.
- (d) Nothing in the Agreement is intended to derogate from Trimble’s obligations under the *Privacy Act 1988* (Cth) as amended from time to time.
- (e) Where Order(s) are a “Small Business Contract” within the meaning of the Australian Consumer Law:
 - (i) Trimble shall not accelerate Customer’s unbilled future fees under any Order(s);
 - (ii) Customer’s indemnification obligations under the Agreement are reduced to the extent Trimble’s acts or omissions contributed to or caused the claims, costs, damages, losses, liabilities, and expenses suffered by Customer;
 - (iii) Trimble’s liability in relation to breach of any Non-excludable Condition will be an Excluded Claim; and
 - (iv) No Dispute or legal action arising under the Agreement may be brought by either party more than three years after such cause of action accrued.

European Union

If and to the extent that Chapter VI of Regulation (EU) 2023/2854 (“**Data Act**”) applies to an Offering, the following applies:

Customer may provide not less than sixty (60) days prior written notice to Trimble requesting to switch to a data processing service offered by a different provider of data processing services or to port all exportable data and digital assets in the Offering to an on-premises ICT infrastructure (“**Switch**”), upon which the Customer has a period of up to 30 days to so switch or port. During said period the Agreement remains applicable including the obligations regarding business continuity and security and Trimble shall (i) provide reasonable assistance to Customer and its third parties for the Switch, (ii) provide clear information concerning known risks to continuity in the provision of the Offerings, and (iii) support Customer’s exit strategy relevant to affected Offering, including by providing Customer Data and relevant information about its Customer Data.

The Agreement shall be considered to be terminated, and Customer shall be notified of the termination, in one of the following cases: (i) where applicable, upon the successful completion of the Switch or (ii) at the end of the maximum notice period referred to in this Section, where Customer does not wish to Switch but to erase the Customer Data. In case of such termination, Trimble is entitled to a termination penalty equal to the fees payable for the subscription to the terminated Offering until the end of the initially agreed Term, plus value added or sales tax, as the case may be. Customer is not entitled to a refund of any prepaid fees and is required to pay all invoices issued for to the Offerings for which the Subscription is terminated pursuant to this Section. Unless Customer may retrieve information about its Customer Data from the use of the Offering, Trimble will provide a detailed description of Customer Data that is subject to the Switch. Trimble shall describe the categories of Customer Data specific to the internal functioning of the Offering that are to be exempted from the exportable data where a risk of breach of Trimble’s or its licensor’s trade secrets exists, provided that such exemptions do not impede or delay the switching process provided for this Section. Trimble will delete the Customer Data after termination of the Agreement in accordance with its standard retention practices.

Customer’s notice requesting the Switch to Trimble needs to be specific whether the Switch is to an alternative provider, and then the identity of the alternative provider, or to an on-premises ICT infrastructure; or whether erasure of its exportable data and digital assets is requested. If Trimble considers the Switch during the mandatory maximum transitional period as provided for in this Section as technically unfeasible, it will so notify Customer within 14 business days of the receipt of request, and shall reasonably justify the technical unfeasibility and indicate an alternative transitional period, which shall not

exceed seven months. The Agreement shall apply during this longer transitional period. Customer may extend the transitional period once for a period that Customer considers more appropriate for its own purposes.

If Customer purchased the subscription to an Offering through a Reseller, Customer agrees that Trimble may fulfill its obligations under this Section through a Reseller, and Trimble agrees that Customer may notify in writing the Reseller instead than Trimble. Customer further agrees to the termination penalty set forth above as a third party right to which Reseller is entitled.

France

For a Customer who purchases the Offering in France, the following provisions apply:

Section 9.1(d) is hereby amended and restated to read as follows:

(c) Late payments will bear interest at the rate of 1.5% per month or the minimum rate allowed by Law (currently three (3) times the legal interest rate), whichever is higher, measured from the date on which the sums concerned became due until the date on which full payment is received. Collection fees of a minimum amount of 40 € will be added in accordance with Article L. 441-10.II of the Commercial Code. Customer will be liable for all other costs of collection of past due amounts (including court costs and attorneys' fees incurred by Trimble). If Customer does not dispute an invoice amount in writing by the due date of the invoice, Customer shall be deemed to have acknowledged the accuracy of such invoice and waived its right to dispute it. A dispute over part of an invoice or amount due shall entitle Customer to withhold or delay payment of the disputed part only.

The following is hereby added as a Section 13.4a directly before Section 13.5:

(4a) EACH PARTY HEREBY HAS AN OBLIGATION TO LIMIT THE DAMAGES IT MAY SUFFER IN THE EVENT OF A BREACH OF THE AGREEMENT BY THE OTHER PARTY

The definition of "Prohibited Data" includes any patient, medical or other protected health information regulated by the French Public Health Code and the GDPR; and Customer's grant of rights in Section 2.1 (Subscriptions) shall be for so long as Customer Data is protected by intellectual property law.

The Netherlands

For a Customer who purchases the Offering in The Netherlands, the following provisions apply:

The provisions of Section 11.3 (Termination) are the sole grounds for the termination of the Agreement, and to the extent permitted by Law, the right of Customer to rescind the Agreement and claim damages on the basis of statutory Law (including but not limited to sec. 6:265 Dutch Civil Code) is excluded.

THE LIMITATION OF LIABILITY IN SECTION 13 FOR A PERIOD OF 12 MONTHS EXPRESSLY INCLUDES ANY OBLIGATION TO PAY COMPENSATION UNDER A WARRANTY MENTIONED IN THESE TERMS OR RELATED CONTRACTS OR DOCUMENTS AND THE RESTITUTION OBLIGATIONS (ONDEDAANMAKINGSVERPLICHTINGEN) AND INDEMNIFY FOR DAMAGES. LIABILITY FOR DEATH OR PERSONAL INJURY SHALL NOT EXCEED EUR 1.250.000.

The applicability of section 6:227b subsection 1 and section 6:227c subsection 1 of the Dutch Civil Code are excluded in any Agreement between Trimble and any person who is not a consumer.

Germany

If German law applies to the Agreement, the following terms are incorporated into the Agreement:

1. **With regards to Section 4**, deviating from Section 4.3, it is agreed that the parties also conclude the DPA linked under <https://www.trimble.com/privacy> or a successor URL when concluding the Agreement. Upon request, Customer can request that a signed copy be sent. The transfer of personal data from Trimble facilities in Europe, acting as data exporter, to Trimble facilities in the United States, acting as data importer, is governed by Standard Contractual Clauses, which are available at the same URL or upon written request to Trimble.

2. **With regards to Section 9.1(d)**, it is recorded that, according to applicable law and provided that no consumer is the counterparty of the Agreement, the enforceable maximum interest rate is nine (9) percent above the base interest rate. The maximum interest rate applies if the statutory requirements for default (Verzug) are fulfilled.

3. **With regards to Section 11.3**, it is clarified that the statutorily available rights to terminate extraordinarily or without notice period remain unaffected.

4. **The following applies regarding Section 10.2(a)**, Section 10.2(a) will not apply. With regards to warranty (Gewährleistung) the relevant provisions of Trimble's Supplemental Terms apply. In addition, unless this is explicitly agreed in writing, it is not intended that Trimble provides a guarantee that exceeds complements the statutory provisions (gesetzliche Gewährleistung).

5 **With regard to Section 13 (Limitation of Liability)**, only the following provisions apply to these Sections:

13.1. Trimble is liable for damages of Customer that were caused intentionally or through gross negligence, that is the result of failure to deliver on an explicit, written guarantee, that is based on a culpable breach of essential contractual obligations (so-called cardinal obligations), that is the result of a culpable injury to health, body or life or for which liability is provided for under the Product Liability Act or another mandatory legal regulation, in accordance with the statutory provisions.

13.2 Cardinal obligations are those contractual obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance Customer can regularly rely, and whose violation, on the other hand, endangers the achievement of the purpose of the contract.

13.3 In the event of a breach of a cardinal obligation, liability - to the extent that the damage is based solely on slight or normal negligence and does not affect life, limb or health - is limited to damage that typically arises in the context of the delivery of such software as purchased by Customer and must be expected foreseeably.

13.4 Any further liability – regardless of the legal basis – of both Trimble and Trimble's vicarious agents and vicarious agents is excluded.

13.5 If damage to Customer results from the loss of data, Trimble is only liable if the damage could not have been avoided if Customer had normally backed up the data in question.

6. **With regard to Section 16.1**, in addition to Section 16.1, it is stipulated that in the event of a change, Customer is granted an immediate and unconditional right of termination.

7. **With regard to clause 16.8,**

The following Section applies instead of Section 16.8. Governing Law and Venue. The Agreement and any Dispute arising therefrom shall be governed exclusively by the laws of the jurisdiction applicable to Customer's location as set forth in Appendix A (Trimble Entities; Governing Law; Exclusive Jurisdiction/Venue) under "Governing Law", without Consideration or application of conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply. All claims, matters and Disputes arising from the agreement are subject to Customer if Customer is a merchant, a legal entity under public law or a special fund under public law or he does not have a general place of jurisdiction in the Federal Republic of Germany the sole and exclusive jurisdiction and venue set out in Appendix A (Trimble Entities; Governing Law; Exclusive Jurisdiction/Venue) under "Exclusive Jurisdiction/Venue".

8. **Regarding paragraph 16.14**, Section 16.14 does not apply.

Exhibit C

Services Terms

1. **Generally.** Trimble or its authorized service providers will use commercially reasonable efforts to provide Services to Customer as described in the Order or SOW. Any changes in scope must be made in writing and approved by authorized representatives of Customer and Trimble. These Services Terms only apply to Services, and not to any other Offerings, even if other Offerings are referenced in an Order or SOW.
2. **Training and E-Learning.** For any Services consisting of delivery of training or e-learning (e.g., videos, manuals), any content made available by Trimble shall not be a Deliverable (as defined below), and no Intellectual Property Rights therein are assigned or transferred to Customer. Unless an Order or Documentation states otherwise, prepaid training and e-learning content will expire if not completed within six months from the effective date of the Order or SOW. Trimble reserves the right to reschedule training if it determines in good faith that attendance is not sufficient or the originally scheduled time or location are no longer feasible. If the Order states a date that Services must be completed by, that date is presented for illustrative purposes. The actual completion date for Services will be provided on the invoice.
3. **Customer Materials.** Customer shall provide Trimble with reasonable access to Customer's technical data, computer programs, files, documentation, and/or other materials (collectively, "**Customer Materials**") and to Customer's resources, personnel, equipment, and facilities to the extent necessary for the performance of Services. Client will be responsible for, and assumes the risk of any problems resulting from the content, accuracy, completeness, competence, or consistency of Customer Materials or its personnel. To the extent that Customer does not timely provide the foregoing access required for Trimble to perform the Services, Trimble shall be excused from performance until the items or access are provided. Customer hereby grants Trimble a limited and revocable right to use the Customer Materials for the purpose of performing the Services. Customer owns and will retain ownership (including all Intellectual Property Rights) in the Customer Materials.
4. **Customer Premises.** Customer shall provide Trimble with safe access to Customer's premises as reasonably required for Trimble to perform the Services, if onsite performance of Services is needed and agreed to by Customer. Trimble personnel shall comply with the reasonable written rules and regulations of Customer related to use of its premises, provided that such written rules and regulations are provided to Trimble prior to commencement of the onsite Services.
5. **Customer Dependencies.** Customer is responsible for taking all actions identified or described in the Agreement which are a condition for Trimble to provide Services. Should Customer's failure to take actions result in a delay of Trimble against a delivery schedule, or result in additional provable costs incurred by Trimble, Trimble shall not be considered to be delayed in its obligations, and Trimble shall be entitled to payment of additional costs.
6. **Deliverables.** "**Deliverable(s)**" shall mean any Trimble deliverables as expressly set forth on a SOW or Order. Trimble hereby grants Customer a worldwide, royalty-free, non-exclusive, non-sublicensable, non-transferable, non-assignable license to use the Deliverables for its internal business purposes in connection with the Offering associated with the Deliverables and only for the period of time that Customer has authorized use of the Offering. Unless expressly stated otherwise in the Order or SOW, Trimble owns and will retain ownership (including all Intellectual Property Rights) in and to the Deliverables (excluding any Customer Materials) and any modifications, improvements, and derivative works thereof (including to the extent incorporating any Feedback). If the parties have agreed that Trimble will assign ownership of Deliverables (excluding any Trimble pre-existing materials as set forth below) to Customer, as a condition precedent to such assignment the relevant SOW must expressly (a) identify the specific Deliverables for which ownership will transfer to Customer and (b) set forth the terms and conditions regarding the assignment. With respect to any pre-existing Trimble materials that are provided as a required component for a Deliverable owned by Customer, Trimble hereby grants Customer a worldwide, royalty-free, non-exclusive, non-sublicensable, non-transferable, non-assignable license to use such pre-existing materials solely for its internal business purposes in connection with the Offering associated with the Deliverables.
7. **Limited Warranty.** Trimble will perform Services in a professional and workmanlike manner. If notified of a non-conformity within ten (10) days of delivery of the applicable Services, and if Customer provides a sufficiently detailed justification to Trimble to allow Trimble to identify the non-conforming Services, Trimble will, as its sole liability and obligation for failure to provide Services meeting this warranty, either (a) re-perform the non-conforming Services at no additional cost to Customer, or (b) issue a credit for any Services which Trimble identifies as non-conforming.
8. **Travel Expenses.** Trimble will invoice Customer for reasonable and out-of-pocket travel expenses incurred in connection with performing Services. Expenses may be invoiced separately from fees and may include, but are not limited to, airfare and other transportation, lodging, and incidentals. Expenses may also include meals reimbursable per a flat per diem rate, available upon request.
9. **Non-Solicitation.** During delivery of Services and for a period of 12 months after the relevant Services are completed, Customer, shall not, directly or indirectly, solicit, hire, engage, or attempt to do any of the foregoing, any person who was an employee or independent contractor of Trimble who provided Services to Customer, without Trimble's express prior written consent.