SUPPLEMENTAL TERMS FOR SOFTWARE

Version 3.1 (Last updated November 5, 2026)

These Supplemental Terms for Software supplement the Offering Terms as referenced in the applicable Order ("**Software Terms**"). Capitalized terms not defined herein have the respective meanings given to them in the Offering Terms.

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1. User and Device Management Policy

The User Assignment and Device Management Policy applies to all Trimble AECO Offerings and is part of the Documentation for the Software and is available at https://www.trimble.com/en/legal/construction/tc1-uap or at any successor website.

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2. App Xchange and Vista API Offerings

2.1. General Terms. This Section applies to the Offerings known as App Xchange and Vista API.

(a) *Integrations*. App Xchange is a cloud-based platform that enables Customer to develop and deploy connections and data workflows ("**Integrations**") between certain applications, platforms, and services ("**Connected Application**"). Vista API is delivered through the App Xchange platform and enables Customer to develop and deploy Integrations with the Offering known as Vista.

(b) *Support and Updates*. Except for Trimble's obligation to provide Support for App Xchange and Vista API in accordance with the Support Terms, Customer is solely responsible for the development, maintenance, and use of its Integrations. Trimble may modify App Xchange and Vista API from time to time, in its sole discretion, and Trimble is not responsible for the compatibility of any such modifications with an Integration.

(c) *Granted Rights*. Customer grants Trimble a worldwide, non-exclusive, non-transferable revocable license to host and deliver its Integrations for use in accordance with these Software Terms and to access and use Connected Application(s), including any Connected Application API or developer tools, to deploy and deliver its Integration. Except for Trimble's limited rights set forth in the Agreement, as between the parties, Customer owns all right, title, and interest, including all Intellectual Property Rights, in and to its Integrations.

(d) *Third-Party Connected Applications*. If a Connected Application is from a third party, Customer represents and warrants to Trimble that it has all rights necessary to grant Trimble the right to host and deliver its Integrations. Trimble does not control and has no liability for third-party Connected Applications, including their security, functionality, operation, availability, or interoperability.

(e) *Usage Limitations*. Customer's use of App Xchange and Vista API is subject to the Usage Limitations provided in the Order and Documentation.

(f) *Non-Exclusivity*. Trimble may develop and publish Offerings that integrate with applications, platforms, or services that are similar to or compete with an Integration or Connected Application. Nothing in the Agreement prohibits Trimble or another Trimble customer from creating functionality that is substantially similar to an Integration or Connected Application.

2.2. App Xchange for Contractors. For the Offering known as App Xchange for Contractors. Customer may use its Integrations only for its internal business purposes.

2.3. App Xchange for Products. This Section applies to the Offering known as App Xchange for Products.

(a) *End Users*. Customer may sell and deploy its Integrations to its end users ("**End Users**"). Customer is solely responsible for its relationships and agreements with End Users regarding their access to and use of Integrations and for all data accessed and exchanged through an Integration ("**Connected Data**").

(b) *Connected Data*.

(i) Customer is solely responsible for ensuring that it has all rights and permissions necessary for Trimble to access and exchange Connected Data between the applicable Connected Applications through an Integration. Customer will ensure that all Connected Data is collected and processed in accordance with (1) Customer's agreement with its End Users and a legally adequate privacy notice; (2) appropriate notices to and consents from its End Users; (3) all Laws; and (4) industry standard technical, administrative, and physical security measures that protect the security and privacy of Connected Data.

(ii) Customer may access and retrieve Connected Data only as necessary to deliver an Integration to End Users and only to the extent driven by bona fide requests from End Users. This access may not be used for the purpose of developing, training, or improving any software, service, machine learning or artificial intelligence models, artificial intelligence agents, or agentic services. Customer may not use App Xchange or an Integration to perform a bulk or mass export or aggregation of Connected Data for any purpose, including but not limited to creating or maintaining a data lake or other data repository that is separate from End Users' production or test environments used to consume the Integration in the normal course of End Users' use of the Connected Applications.

(iii) Customer will: (1) notify Trimble of a Security Breach as soon as practicable, but no later than 72 hours after Customer becomes aware of a Security Breach; (2) notify Trimble of any Security Breach by emailing Trimble at legal@trimble.com and security_operations@trimble.com; (3) reasonably cooperate with Trimble in connection with its investigation of any Security Breach; and (4) take reasonable steps to promptly remedy any Security Breach and prevent any further Security Breach at Customer's expense and in accordance with all applicable Laws and industry standards. Customer must obtain Trimble's approval for any notification of a Security Breach to End Users, notifications to government entities (unless such notices are required by Laws), and press releases, in each case that refer directly or indirectly to Trimble or any Trimble Offering. "**Security Breach**" means any event or incident that meets the legal definition of a data breach per Laws or any unauthorized or unlawful access to, alteration to, use of, or disclosure of Connected Data.

(c) *Additional Company Representations and Warranties*. Customer represents and warrants that: (i) it has full power and authority to enter into and perform in accordance with the Agreement and to exploit its Integrations without violating any other agreement; (ii) its access to and use of the App Xchange and the App Xchange SDK and their use will not violate any Laws or third-party rights (including Intellectual Property Rights and rights of privacy or publicity); (iii) it will notify Trimble if any Integration becomes subject to any claim or complaint regarding violation of Laws or third-party rights.

(d) *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) arising out of or in connection with (i) an Integration or (ii) Customer's agreement, relationship, or interaction with any End User in connection with an Integration or Connected Application (each a "**Claim**"). Trimble will give Customer prompt written notice of any Claim and will reasonably 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.

(e) *Trimble ERP Demonstration Environments*. If Customer has a subscription to App Xchange for Products, Customer may request access to Trimble ERP Demo(s). If access to Trimble ERP Demo(s) is approved by Trimble, Customer may access and use the Trimble ERP Demos solely for the purpose of building, maintaining, delivering, and supporting Integrations in connection with Customer's access to and use of App Xchange for Products. As used herein "**Trimble ERP Demos**" are considered Software under the Agreement and are a shared integration development environment of the Software known as Vista and Spectrum. The Trimble ERP Demos will be hosted by Trimble and made available to a limited number of Customer's Authorized Users with a test database. Customer may not add additional databases to the Trimble ERP Demos or create any customizations in the Trimble ERP Demos. Notwithstanding anything else in the Agreement, (i) Trimble provides the Trimble ERP Demos on an "as-is" basis with no warranty, indemnity, service levels, or support; (ii) Trimble's entire liability to Customer for the Trimble ERP Demos will not exceed $100; and (iii) Trimble may temporarily or permanently suspend Customer's access to the Trimble ERP Demos for any reason, or no reason, effective upon written notice to Customer.

2.4. App Xchange SDK.

The App Xchange SDK enables Customer to develop and publish connectors for App Xchange (each a "**Connector**") for Connected Applications. If Customer has a subscription to App Xchange, Customer may request access to the App Xchange SDK. Customer's use of the App Xchange SDK is for development purposes only. Customer may not charge an End User for access to or use of a Connector. Customer is solely responsible for the development, maintenance, and use of its Connectors. The App Xchange SDK is considered an API Tool and all provisions in the Agreement applicable to API Tools apply to the App Xchange SDK.

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3. Correction Services

3.1. Bulk Subscriptions. If Customer purchases entitlements to Subscriptions for Corrections Services for subsequent redemption ("**Bulk Subscriptions**"), Customer agrees that all Bulk Subscriptions must be redeemed within eight (8) months after the date of purchase,unless otherwise indicated on Customer's Order, quotation, pro forma invoice, or invoice. Bulk Subscriptions which are not redeemed within such eight (8) month period will be deemed to be used and are non-refundable.

3.2. Renewal Opt-Out Period. Notwithstanding anything to the contrary set forth in the Agreement, if Customer and Trimble have agreed that Customer's Subscriptions will automatically renew, then each Subscription Term will renew for successive periods of the same duration unless either party gives the other party at least 10 days' notice of non-renewal before the expiration of the then-current Subscription Term.

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4. Geospatial

Usage Limitations. The following Offerings have the associated Usage Limitations set forth in the table below.

Offering(s)	Usage Limitation
Trimble SiteVision Trimble SiteVision Manager Trimble TerraFlex Trimble Terra Office	Customer may copy and install the Offering specified in the Order on any number of devices, but only one (1) copy of the Offering may be used at any time.
Trimble RealWorks Forensics	Customer may copy and install the Offering on any number of devices, but the Offering may only be used at any one time by the maximum number of Concurrent Users specified in the Order.
Trimble Catalyst	Customer may use the Offering on any number of devices, but only one (1) device with the Offering may be in use by an Authorized User at any time.
Trimble eCognition Trimble Perspective Trimble RealWorks Forensics	Customer may copy and install the Offering specified in the Order for use by one (1) Named User per license.
Trimble Forensics ShowCase	Customer may copy and install the Offering on any number of devices.
Trimble eCognition Trimble Perspective	The definition of "Authorized Users" in the Offering Terms only includes the employees, contractors or consultants of Customer's Affiliates if Customer has purchased an enterprise wide license with Affiliate usage (as designated on the applicable Order).

Trimble Perspective Trimble RealWorks Forensics Trimble Forensics ShowCase	Notwithstanding the Usage Limitations above, Customer may make a reasonable number of copies of the Offering for back-up and archival purposes.
Multi-Network Data Plan	Customer may utilize the Offering solely within the United States of America and Canada ("**Permitted Service Area**"). Use of the Offering outside of the Permitted Service Area is prohibited and may result in suspension or deactivation of the Offering. The Offerings are for machine-to-machine (M2M) or Internet-of-Things (IoT) communications only and may not be used for consumer applications including, but not limited to, video streaming, or personal hotspotting.

4.2 Trimble Business Center. Notwithstanding anything to the contrary in Section 2.4 (Restrictions) of the Offering Terms, Customer may use the Offering in a virtual server environment provided that Customer does not virtualize any license server component of the Offering.

4.3 Trimble Catalyst.

(a) *Subscription Terms and Renewals*. Notwithstanding anything to the contrary in the Agreement: (i) for any Offering purchased as a "termed" subscription, the Provision Date shall be stated in the Order and shall not automatically renew; and (ii) for any Offering purchased as an "On Demand" subscription, Customer can purchase a certain amount of hours to be used over the Subscription Term in one-hour increments. Unless otherwise set forth in the Order, the Subscription Term for "On Demand subscriptions" shall be 12 months. All unused hours will automatically expire if not used during the Subscription Term without any refund.

(b) *Use of Compatibilities and Correction Accuracy*. To the extent Customer uses the Offering with Compatibilities, including without limitation, Catalyst Enabled Applications, Customer expressly agrees and acknowledges that in the event the Compatibility is a correction service that may provide for greater accuracy than Customer's Catalyst-subscription level, the Offering will only report location precision based on the service level of Customer's Catalyst subscription.

4.4 Trimble Clarity.

(a) *Trimble Clarity Overview*. The Offering is a cloud tool designed to enable Customer to easily share sets of three-dimensional data with third parties over the Internet. Customer submits three-dimensional models or point clouds ("Models") to the Offering by direct upload or by using Trimble Connect or a third-party platform. The Offering generates an optimized version of the Models Customer submits ("**Output**") and provides a public URL that third parties can use to access and view a read-only version of that Output (a "**Sharing URL**").

(b) *No Storage of Models*. Trimble processes Models transiently and has no obligation to store or retain Models during the Subscription Term. Customer will not have access to Output Customer will not have access to Output after termination or expiration of the Subscription Term.

(c) *Sharing Output*. Customer may, at its option and in its sole discretion, use the Offering to generate a Sharing URL for the Output, as further described in the Documentation. Customer acknowledges and agrees that: (a) anyone with access to the Sharing URL will be able to access the Output Customer designates, and it is Customer's sole responsibility to evaluate any risks related to Customer's sharing of any Sharing URLs or Output with third parties; and (b) Trimble has no control over, and will have no liability for, any acts or omissions of any third party with respect to Customer's sharing of Sharing URLs or Output.

4.5 Trimble Forensics ShowCase.

(a) *Limit of Liability*. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, TRIMBLE'S AND ITS SUPPLIERS' ENTIRE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE ONE HUNDRED DOLLARS (USD $100).

(b) *Subscription Term*. Unless otherwise specified on an applicable Order, the Offering is provided on a perpetual basis.

4.6 Trimble Mine Insights.

(a) *Definitions*. The following definitions shall be added to the Agreement (and in the case of "Customer Data", replace the definition for such term in the Agreement):

"(i) "**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, including without limitation information or data that is submitted manually by Authorized Users or through a Third-Party Platform. For clarity, Customer Data expressly excludes Usage Data and Product Data.

(ii) "**Site Data**" means a category of Customer Data uploaded to or gathered by the Software for storage or processing by Trimble and/or Software Supplier including but not limited to, site information, addresses, coordinates, compositions, geographic or geologic information, structures both temporary and permanent, occupancy, images, videos, recordings, vibration data, drill or blast designs, smart drill data, application data, hole deviation data, geospatial data, other project information and/or data, etc.

(ii) "**Software Supplier**" means AirZaar, Inc. d/b/a Strayos Inc.

(iii) "**Product Data**" means data generated by the Software from the Site Data including but not limited to 2D and 3D models, AI predictions, Reports, and analyses."

(b) *Section 3, Data Usage and Ownership*. Section 3 (Data Usage and Ownership) of the Offering Terms is hereby deleted in its entirety and replaced as follows:

"3. Data Usage and Ownership

(a) Ownership. Except for Trimble's limited rights set forth in the Agreement, as between the parties, Customer retains all Intellectual Property Rights in Customer Data. Trimble owns Intellectual Property Rights in Anonymized Data and Usage Data. Software Supplier owns all rights in Product Data.

(b) Limited Usage Rights. Customer hereby grants to Trimble, its Affiliates and Software Supplier, the non-exclusive, worldwide, irrevocable, royalty-free right: (i) to use Customer Data during the Term to provide the Offering, Support, and Services to Customer; (ii) to use and disclose Customer Data as otherwise permitted pursuant to the Agreement or any written consent or instructions of Customer; and, (iii) subject to Trimble's confidentiality obligations in Section 15 (Confidentiality) and all applicable Data Protection Legislation, to use Customer Data in perpetuity to develop, maintain, and improve the Offering and any other products, software, and services of Trimble, its Affiliates, or Software Suppliers including, without limitation, analytics, model training, and machine learning. Software Supplier hereby grants to Customer and its Affiliates an irrevocable, non-exclusive, world-wide royalty-free license to use the Product Data for its business purposes.

(c) Access. 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 unless the parties agree otherwise in writing.

(d) Modifications. Software Supplier may modify or adapt the Software's user interface in order to transmit, display or distribute it over computer and/or telecommunications networks and in various media and/or make changes to Customer Data as necessary to conform and adapt such Customer Data to any requirements or limitations of any networks, devices, Software Supplier software or media.

(e) Conflicts. In the event of any conflict between the terms of Section 15 (Confidentiality) and this Section 3 (Data Usage and Ownership), the terms of this Section 3 (Data Usage and Ownership) will control."

(c) *Customer Obligations*. The following language is hereby added to the Agreement as a new Section 5.5:

"5.5 Error Notice. Customer shall notify Trimble of any failure, error or other malfunction of any part of the Offering within twenty-four (24) hours of Customer's knowledge of such occurrence. Upon request, Customer shall provide to Trimble reports on the Offering's usability, functionality, errors, glitches, all test and performance results and feedback related to the Offering to assist in the resolution of an issue."

(d) *Third-Party Supplier*. In the following Sections of the Offering Terms, references or protections granted to Trimble shall refer to and include both Trimble and Software Supplier: Sections 2.3 (Authorized Users); 2.4 (Restrictions); 2.6 (Non-Commercial Offerings); 2.7 (Educational Versions); Section 2.9 (Compliance; Usage Limitations); Section 4 (Personal Information; Data Protection), Subsection (c); Section 5 (Customer Obligations); Section 7.3 (Security); Section 7.4 (Third-Party Access); Section 10.1 (Limited Warranty); Section 10.2 (Disclaimers); Section 11.4 (Effect of Termination); Section 11.5 (Survival); Section 14 (Indemnification); Section 16.4 (Force Majeure); 16.6 (Export Control); 16.7 (Compliance); 16.9 (Waiver of Jury Trial); and these Supplemental Terms for Trimble Mine Insights.

4.7 Trimble Mobile Manager.

Notwithstanding anything to the contrary in the Agreement, if Customer downloaded the free mobile application version of the Offering, the Subscription Term solely for the mobile application is perpetual, subject to the terms and conditions of the Agreement.

4.8 Trimble SiteVision.

The Offering may not be available in all territories and jurisdictions, and Trimble may restrict or prohibit use of all or a portion of the Offering in certain territories and jurisdictions.

4.9 Trimble Sentinel.

The Subscription Term is 12 months from the Provision Date and will not automatically renew.

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5. SketchUp

5.1 V-Ray. For SketchUp Offerings that include V-Ray, Customer's access to and use of V-Ray is subject to the additional terms in V-Ray's License and Services Agreement.

5.2 Usage Limitations. Customer may install and authorize the Offering on up to three (3) devices per Authorized User at any given time ("**Authorized Devices**") in accordance with the User Assignment and Device Management Policy. Trimble may automatically remove authentication and require reauthentication to access the Offering from a device on Customer's list of Authorized Devices if that device (a) has not been used to access the Offering for thirty (30) consecutive days, or (b) is the least recently used device at the time an Authorized User attempts to authorize an additional device that would exceed the foregoing limit. Removal of a device under this Section does not affect Customer's right to use the Offering on other Authorized Devices or to subsequently authorize a new device, subject to the limit in this Section.

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6. Supply Chain Offerings

6.1 Construction Analytics.

(a) *Contributor Products; Contributor Data.* The Offering may include data collected from other Trimble products and services used in estimation, quoting, modeling, procurement, and other buildings and/or construction workflows ("**Contributor Products**"). Such data collected from Contributor Products is referred to herein as "**Contributor Data**". Trimble makes Contributor Data available via the Offering in accordance with the applicable end user agreements for the Contributor Products, or as may otherwise be authorized by the users of such Contributor Products ("**Contributors**"). Contributors may be Customer or third parties, including, without limitation, Customer Affiliates. A list of then-current Contributor Products is available in the Documentation, which may be updated from time to time.

(b) *Customer Contributor Data Authorization*. Customer authorizes Trimble to collect and make available Customer Contributor Data via the Offering to (i) Customer and (ii) designated Customer Affiliates which are also users of the Offerings.

(c) *Component Groups; Confidentiality*.

(i) Component Groups. A "**Component Group**" means up to three users of the Offering who are connected through Contributor Data associated with an item or component ("**Component**") used on a particular construction project. The Component Group typically consists of a contractor who wants to use a Component on a project, a manufacturer of that Component, and a distributor of that Component. By way of illustration and not limitation, a contractor may (1) use a Trimble estimating Contributor Product to identify its Component needs on a particular construction project; (2) select a manufacturer's Component for that project; and (3) solicit a price quotation from a distributor for that Component. A project may have several Components, each with its own Component Group. Each user of the Offering may be part of more than one Component Group. If a particular party associated with a Component is not a user of the Offering, then that party is not included in the Component Group.

(ii) Consent to Data Sharing. The Offering may permit Customer to set its level of data sharing with the Component Group, as described in the Documentation. For each Component, Customer hereby consents to Trimble making available Customer's Contributor Data for that Component to the other members of the Component Group via the Offering in accordance with Customer's data sharing settings. Each other Component Group member is required to agree to the confidentiality obligations as a user of the Offering.

(iii) Confidentiality Obligations. Customer covenants to Trimble and to each other member of the Component Group (solely with respect to any Contributor Data of such other member it receives via the Offering) that it will: (1) use the Contributor Data

solely for its internal business purposes in accordance with all Laws, including, without limitation, with respect to data privacy and personal information; (2) not disclose any the Contributor Data to anyone, except to its employees or contractors in connection with its rights use of the Offering in accordance with the Agreement; (3) treat as confidential and preserve the confidentiality of all Contributor Data; and (4) use no less than a reasonable standard of care to protect Contributor Data from unauthorized access, use, or disclosure. Notwithstanding the foregoing, the foregoing obligations will not apply to the extent that Customer has a separate agreement with the disclosing member of the Component Group that allows for broader and/or different use of such member's Contributor Data. Nothing in the Agreement prohibits Customer from making disclosures of third-party Contributor Data, if required by Law, subpoena, or court order, provided (if permitted by Law) it notifies the applicable Contributor in advance and reasonably cooperates in any effort to obtain confidential treatment. The applicable disclosing member of the Component Group is an intended third-party beneficiary of this paragraph. The obligations of this paragraph shall survive any expiration or termination of the Agreement and shall be considered "Excluded Claims" for purposes of Section 13.3 of the Offering Terms.

6.2. Supplier Xchange.

(a) *Overview*. The Offering may be used by buyers and sellers of goods and/or services (collectively, "**Good(s)**") to facilitate the electronic exchange of data, information, or purchase orders and other similar documents ("**Transaction Data**") in a transaction (collectively, "**Transaction(s)**"). Customer expressly acknowledges that Trimble is not a buyer or seller of Goods. Trimble does not represent any Customer or any other party with respect to the Transactions and does not control and is not liable or responsible for the quality, safety, lawfulness, availability, or other any aspect of any Goods, Transactions, and/or Transaction Risks (defined below) and/or the ability of a buyer and seller to complete a transaction.

(b) *Transactions Data Exchanges*. When Customer provides Transaction Data to a buyer or seller, as applicable, that is a customer of Trimble using the Offering, the Transaction Data provided to that buyer or seller shall be considered the data of that buyer or seller and subject to their agreement with Trimble for the Offering.

(c) *Allocation of Risk*. **TRIMBLE AND ITS AFFILIATES MAKE NO (AND HEREBY DISCLAIM ALL) WARRANTIES PERTAINING TO ANY GOODS, TRANSACTION, OR TRANSACTION RISKS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL TRIMBLE (OR ITS SUPPLIERS) BE LIABLE FOR ANY DAMAGES FOR LOSS OF PROFIT OR REVENUE, DATA THAT IS LOST OR CORRUPTED, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL, OR ANY SPECIAL, INCIDENTAL, RELIANCE, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM ANY GOODS, TRANSACTION, OR TRANSACTION RISK EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF A PARTY HAS BEEN APPRAISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARE ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF ANY STATUTORY DUTY, OR OTHERWISE. IN NO EVENT WILL TRIMBLE (AND ITS SUPPLIERS) ENTIRE AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ALL GOODS, TRANSACTIONS, OR TRANSACTION RISKS EXCEED FIVE HUNDRED EUROS, IF THE CUSTOMER HAS PAID IN EUROS, OR OTHERWISE FIVE HUNDRED U.S. DOLLARS.** Not limiting the foregoing, as between Customer and Trimble, Customer assumes the risks of processing Transactions through the Offering and fully assumes all risks, liabilities and harms of any kind arising out of or in connection with any activity relating to the Transactions and/or Goods (collectively, "**Transaction Risks**"). Examples of such Transaction Risks include, but are not limited to, misrepresentation of the Goods, fraudulent schemes, unsatisfactory Goods quality, failure to meet specifications, defective or dangerous Goods, unlawful Goods, delay or default in delivery or payment, cost miscalculations, breach of warranty, breach of contract, transportation accidents, the risk that the manufacture, importation, export, distribution, offer, display, purchase, sale and/or use of Goods may violate or may be asserted to violate rights of third parties, and the risk that Customer may incur costs of defense or other costs in connection with third parties' assertion of their rights, or in connection with any claims by any party that they are entitled to defense or indemnification in relation to the assertion of rights, demands, or claims by claimants of such third party rights. Examples of such Transaction Risks also include the risk of claims from consumers, other purchasers, end users of the Offering, or other third parties that have suffered injuries or harm from the Goods.

(d) *Transaction Terms*. Customer may be a buyer or seller. Buyers and sellers are solely responsible for determining the terms and conditions relating to the Transactions and the performance relating thereto, including, without limitation, terms regarding payment, returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation, and storage. **For clarity, Trimble is not a party to and is not liable for any claims in connection with the Transactions or any such terms and conditions**.

(e) *Release; Indemnification*. To the fullest extent permitted by Laws, Customer hereby releases Trimble (and its Affiliates and their agents, contractors, officers, and employees) from all responsibility, liability, claims, demands, and/or damages (actual, special, incidental, or consequential damages) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to any Goods, Transaction, Transaction Risk, and/or any dispute between a buyer and seller. Customer will indemnify, defend, and hold Trimble (and its Affiliates and their agents, contractors, officers, and employees) harmless from all claims, demands, actions, proceedings, costs, expenses, and damages (including without

limitation any actual, special, incidental, or consequential damages) arising out of or in connection with any Goods, Transaction, Transaction Risk, and/or any dispute between a buyer and seller. The obligations of this paragraph shall survive any expiration or termination of the Agreement and shall be considered “Excluded Claims” for purposes of Section 13.3 of the Offering Terms.

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7. Tekla (all configurations, versions and related products)

7.1. No Use by Professional Consultants. For Offerings designated as (i) "Domestic", or (ii) "Evaluation", or (iii) "Partner", or (iv) "On-demand", or (v) "Standard", or (vi) "Trial", or (vii) “Usage-based”, or (viii) “Domestic Project” on the applicable Order and/or Documentation, Customer may not allow Professional Consultants (as defined below) to use the Offerings or otherwise designate any Professional Consultant as an Authorized User. “Professional Consultant” means any third-party consultant that provides services including, without limitation, engineering, drafting, or detailing services, to Customer or its Authorized Users.

7.2. Territory Use Only. For any Offerings designated as (i) “Domestic” or (ii) "Educational", or (iii) "Evaluation", or (iv) "Flex", or (v) "Standard", on the applicable Order or Documentation, Customer may only use the Offerings in the geographic territory in which Customer ordered the Offerings (or such other territory as may be specified in the Order). The Customer may use Offerings designated as “Domestic Project” only for construction projects located within the domestic territory.

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8. Supplemental Terms for Trimble Agent Studio

8.1. General. This Section applies to the Offering known as Trimble Agent Studio. Trimble Agent Studio is an AI Service that lets Customer build, configure, and deploy AI agents using large language models (“**Models**”) provided through cloud providers, including Microsoft Foundry, Google Cloud Vertex AI, and Amazon Bedrock, and developed by third-party model providers, including Google, Anthropic, xAI, Meta, and OpenAI, as made available in Trimble Agent Studio. Available Models may change from time to time. Trimble is not liable for a model provider's or cloud provider's discontinuation, modification, or unavailability of a Model.

8.2. Model Terms. Use of the Models is subject to the applicable terms of the underlying cloud provider and model provider (collectively, “**Model Terms**”), as listed in the applicable Documentation or otherwise made available by Trimble, and as updated from time to time. Customer's use of Trimble Agent Studio is conditioned on Customer's and its Authorized Users’ compliance with the applicable Model Terms. Customer is responsible for reviewing the then-current Model Terms before use.

8.3. Restrictions. Customer will not, and will ensure its Authorized Users do not, use Trimble Agent Studio or any Model to: (a) engage in or facilitate activity risking death or bodily harm, including military, weapons, or nuclear applications; (b) make or support “high-stakes” automated decisions affecting an individual's safety, legal rights, finances, employment, housing, insurance, education, or health without appropriate human review; (c) use any data, text, code, or other content generated by a Model through Trimble Agent Studio (“**Output**”) to train or improve a large language model that competes with the Models; (d) misrepresent AI-generated content as human-generated or fail to disclose AI use where required under Law; (e) attempt to circumvent, disable, or interfere with any content moderation, safety mitigation, or usage-monitoring mechanism applicable to a Model; (f) reverse engineer, decompile, extract, or otherwise attempt to discover the underlying weights, parameters, or source code of any Model, or use Trimble Agent Studio to build a product or service that competes with Trimble Agent Studio; or (g) otherwise violate the applicable Model Terms, including any acceptable or prohibited use policies referenced therein.

8.4. Attribution. If the Model Terms applicable to a Model used by Customer (including, for illustration, Meta Llama models and derivatives) impose attribution, branding, or notice requirements, Customer will comply with those requirements, such as displaying "Built with Llama" on related materials and including the required attribution notice in an “About,” “Licenses,” or similar file.

8.5. Third-Party Resources.

(a) Trimble Agent Studio may allow a person or entity other than Customer or Trimble, including another Trimble customer, partner, or developer (“**Third-Party Builder**”), to build, configure, and share certain third-party resources or content, such as an agent, connector, knowledge library, or skill (each a, “**Third-Party Resource**”) for Customer's use. This Section applies whenever Customer uses a Third-Party Resource.

(b) Trimble does not control and, except as stated in the Documentation, does not review, test, or endorse any Third-Party Resource. A Third-Party Resource is provided "as is" without warranty from Trimble. Customer is solely responsible for evaluating the suitability, accuracy, security, and legality of any Third-Party Resource, including any Model, prompt, or data access it configures. Except as expressly stated in the Documentation, Trimble has no obligation to monitor a Third-Party Resource, and is not responsible for its actions, decisions, or output. Using a Third-Party Resource does not relieve Customer of its own obligations under the Agreement, even if the non-compliance originates from the Third-Party Builder. Sharing a Third-Party Resource grants no license to extract, copy, or redistribute the underlying Models, Trimble IP, or any other

customer's confidential information or data outside Trimble Agent Studio; any such attempt violates Section 2.4 (Restrictions) of the Offering Terms.

(c) Trimble may remove, disable, or restrict access to any Third-Party Resource at any time, with or without notice, and without liability, including where it believes the Third-Party Resource violates this Section, the Model Terms, or Law, or poses a risk to Trimble or any customer.

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9. Trimble Connect

Trimble monitors Trimble Connect usage to maintain optimal platform performance. Trimble Connect is intended to be used solely for legitimate business purposes, such as for storage of files and data related to construction and engineering projects. Using Trimble Connect as a general cloud backup or personal media archive is strictly prohibited. If Customer's storage or processing volumes significantly exceed typical usage patterns compared to other customers or otherwise degrade system performance for other customers, Trimble may temporarily limit or suspend Customer's access to Trimble Connect without notice or liability. Trimble will make reasonable efforts to notify Customer to review usage patterns and discuss appropriate service tier adjustments or technical remedies.

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10. Trimble Credits

10.1. General. "**Trimble Credits**" means service entitlements issued by Trimble that may be redeemed by Customer solely to access and consume certain eligible Offerings designated by Trimble as credit-based ("**Eligible Offerings**"). A list of Eligible Offerings is available in the Documentation, and Trimble may update Eligible Offerings from time to time. Trimble Credits may only be redeemed for Trimble owned or operated Offerings. Any purported redemption of Trimble Credits outside of Trimble's platform is void.

10.2. Types of Credits. Trimble Credits are available as follows: (a) purchased through a one-time transaction or through Auto-Top Up (as defined below); (b) allocated as part of a Subscription; or (c) issued as promotional Trimble Credits at no cost as part of promotions. Allocated and promotional Trimble Credits may be subject to additional restrictions, including limitations on Eligible Offerings, shorter expiration periods, and usage caps, as communicated by Trimble in writing at the time of issuance, in Documentation, or in an administrative portal.

10.3. Auto Top-Up. "**Auto Top-Up**" means the optional feature that automatically initiates purchase and replenishment of Trimble Credits when Customer's Credit Balance falls below a threshold designated by Customer. If Trimble offers Customer Auto Top-Up, Customer's administrative users may enable, configure, and cancel Auto Top-Up at any time through an administrative portal, subject to any minimum or maximum threshold and top-up increment amounts specified by Trimble. By enabling Auto Top-Up, Customer authorizes Trimble to automatically charge Customer's designated payment method for the designated top-up increment of additional Trimble Credits at the then-current pricing each time the Credit Balance reaches the designated threshold. Trimble will provide Customer with advance written notice of any increase in the purchase price of Trimble Credits. If Customer does not agree to the price increase, Customer must cancel Auto Top-Up prior to the next designated threshold trigger. Customer is responsible for maintaining a valid payment method on file. Customer may opt-out of Auto Top-Up at any time through the administrative portal. Cancellation of Auto Top-Up will not affect any transactions already processed or pending. Trimble is not responsible for any service interruption resulting from Customer's failure to maintain a valid payment method for Auto-Top Up or from cancellation of Auto Top-Up.

10.4. Credit Balance. "**Credit Balance**" means the total number of Trimble Credits available in Customer's account at any given time. Trimble will provide Customer with access to its Credit Balance and transaction history through an administrative portal. Customer is solely responsible for monitoring its Trimble Credit usage. If Customer's Credit Balance is insufficient to complete a transaction, the transaction will not be completed until additional Trimble Credits are purchased and the purchase transaction is processed. If Customer's Credit Balance is insufficient to complete a transaction, Customer may not utilize, and Trimble may restrict or suspend access to, the Eligible Offering entitlement associated with that transaction until additional Trimble Credits are purchased and the transaction is processed.

10.5. Consumption. "**Consumption Rate**" means the number of Trimble Credits required to access or consume an Eligible Offering, as determined and published by Trimble. Trimble Credits will be deducted from Customer's Credit Balance upon consumption of Eligible Offerings, including per-use, metered, and daily-rate Offerings, at the applicable Consumption Rate. All transactions completed using Trimble Credits are final and non-refundable. Unless otherwise specified, Trimble Credits with earlier expiration dates will generally be consumed first. Trimble reserves the right to modify the order of application at any time. Except as otherwise required by applicable law or payment network rules, any dispute regarding a Trimble Credit deduction must be raised within thirty (30) days of the disputed transaction through Trimble's standard Support channels. Trimble's determination regarding Trimble Credit usage will be final and binding absent manifest error.

10.6. Rate Changes. Trimble may modify Consumption Rates at any time by publishing updated Consumption Rates in its Documentation or otherwise making updated Consumption Rates available to Customer in writing. Customer's continued purchase or consumption of Trimble Credits after the effective date constitutes acceptance of the updated Consumption Rates. If Customer does not agree to a rate change, Customer may elect not to purchase additional Trimble Credits, but no refund or credit will be provided for previously purchased Trimble Credits, except where required by Law.

10.7. Account Administration. Trimble Credits are issued at the organizational account level. Customer's designated administrative users are responsible for managing Trimble Credit purchases, allocations, and usage. Customer is solely responsible for all use or consumption of Trimble Credits through its account and for any unauthorized access to Trimble Credits through Customer's account. Trimble assumes no liability for, and will not refund or restore, any Trimble Credits consumed due to unauthorized access resulting from Customer's failure to safeguard its account credentials. Where Customer is an individual, references to Authorized Users apply to Customer directly.

10.8. No Cash Value. Trimble Credits are not currency, stored value, a deposit account, or any form of payment instrument. Trimble Credits have no cash value and are not assigned a fixed dollar value, and they do not constitute or confer upon Customer any personal property right, ownership interest, or title. Trimble Credits represent a limited, non-exclusive, revocable service entitlement and license to access Eligible Offerings. Trimble Credits are not redeemable for cash, credit, or refund under any circumstances, except where required by Law. If Trimble offers you a limited-time right to cancel unused Trimble Credits, as stated in any Supplemental Terms or Documentation, and you exercise that right, Trimble will issue you a prorated refund of the Trimble Credits purchase price for unused Trimble Credits in your account as of the cancellation date. Customer bears all risk of loss with respect to Trimble Credits, including loss due to expiration, forfeiture, or account termination.

10.9. Restrictions. Customer will not, and will not permit any Authorized User or third party to: (a) sell, resell, transfer, assign, distribute, or otherwise convey Trimble Credits to any third party or outside of Customer's account; (b) use Trimble Credits for any unlawful, fraudulent, or abusive purpose; (c) manipulate Credit balances, Consumption Rates, or transaction records; (d) create multiple accounts to exploit promotional offers or circumvent restrictions; (e) use automated means to purchase or consume Trimble Credits without Trimble's prior written consent; or (f) assist any third party in any of the foregoing. Any attempted transfer of Trimble Credits in violation of this Section is void. Any violation may result in immediate suspension or termination of Customer's account and forfeiture of all Trimble Credits without refund.

10.10. Expiration, Suspension, and Termination. Unless otherwise specified in the applicable Order, purchased Trimble Credits will expire twelve (12) months from the date of purchase. Trimble Credits also expire and are forfeited (a) during any suspension of Customer's access to Trimble Credits or Eligible Offerings under the Agreement, and Trimble is not liable for any Trimble Credits that expire during a suspension period; and (b) immediately upon termination or expiration of the Agreement for any reason, at which time any Auto Top-Up will be cancelled and Customer will remain responsible for any outstanding payment obligations. In each case, unused or expired Trimble Credits are permanently forfeited, and Customer will not be entitled to any refund, credit, extension, or other compensation of any kind, except where required by Law.

10.11. Taxes. The purchase price for Trimble Credits is exclusive of any applicable sales, use, value-added, or other taxes. Customer is responsible for paying all applicable taxes associated with the purchase of Trimble Credits. Depending on applicable tax laws, Trimble may be required to calculate and collect applicable taxes at the time Trimble Credits are purchased or at the time Trimble Credits are consumed for specific Eligible Offerings.

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11. Trimble ERP Software

11.1. Scope. To the extent applicable, this Section applies to the following Software (collectively "**ERP Software**"):

- Trimble Spectrum
- Trimble Vista
- Trimble ProContractor
- Trimble Jobpac Connect

11.2. Cloud ERP Software Terms.This Section applies if Trimble delivers ERP Software as Software-as-a-Service or through hosting services separately purchased from Trimble.

(a) *Service Level Agreement*.

(i) Availability. Trimble will use commercially reasonable efforts to ensure that Users will be able to log into the Software 99.5% of the time in a month during the Term excluding (x) planned maintenance or upgrades or updates to the Software or Trimble's network, software, or hardware; (y) any error or default caused by or resulting from any act or omission of Customer, others engaged by Customer, or any third party that is not a service provider of Trimble; or (z) any error or default caused by or resulting from any occurrence described in Section 16.4 (Force Majeure) of the Offering Terms, as applicable, including without

limitation interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion, denial of service attacks, or failure of the Internet generally ("**Uptime Commitment**").

(ii) Service Credits. If Trimble does not meet the Uptime Commitment in a month during the Term ("**Outage**"), Customer may apply for a service credit proportional to the percentage of time that the Software did not meet the Uptime Commitment during that month and based on the applicable Fees for the affected Software during that month, excluding Taxes ("**Service Credit**"). The Service Credit will be calculated to the nearest 30-minute interval. The Service Credit for a month may not exceed the monthly recurring Fees for that month.

(iii) Requests for Service Credits. To apply for a Service Credit, Customer must create a Support case in accordance with the applicable Support Terms within 30 days of the Outage. The Service Credit request must contain the dates and times of the Outage and the name of the affected Software. Trimble will evaluate Service Credit requests received from Customer in relation to the respective availability statistics acquired from Trimble's internal monitoring of the application and server performance. Trimble will have 30 days from receiving a Service Credit request to respond to Customer, and if a Service Credit is due, Trimble will apply that Service Credit to the next invoice; provided that if there is no next invoice, the Service Credit will be refunded.

(iv) Sole Remedy. The remedies set forth in this Section are Customer's sole and exclusive remedies for any breach of the Uptime Commitment.

(b) *Data Restoration*. Trimble will use reasonable efforts to restore lost or damaged Customer Data for ERP Software deployed through hosting services or as Software-as-a-Service, as described in this paragraph, if the loss or damage was caused by Trimble. Customer must submit a Case as described in the Support Terms that identifies the ERP Software, affected Customer Data, and requested restoration point. Trimble will use the most recent backup for the impacted Customer Data. Trimble will consult with Customer and provide information to Customer regarding the availability of backups and the potential limitations of data restoration. By authorizing Trimble to assist with data restoration through a Case submission, Customer understands that some data loss may result upon restoration based on the frequency and availability of backups. If Customer Data loss or damage is not caused by Trimble, Trimble will provide support and technical assistance for data restoration subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.

(c) *Access to Customer Data*. For 30 days from the expiration or termination of an Order, Trimble will make Customer Data available to Customer upon request for export or download as provided in the Documentation for the applicable ERP Software.

(d) *Hosted Test Environments*. If Customer purchases a hosted test environment for a ERP Software, Customer may delay the installation of releases to its hosted production environment for 90 days in order to perform validation in its hosted test environment by submitting a Case to Trimble requesting the delay no later than 48 hours prior to the applicable installation date. After this 90-day period, Trimble will automatically update the Customer's hosted production and test environments to the then-current release version. This deferral option does not apply to Releases to address time-sensitive or emergency issues. Customer agrees to maintain a supported version of the ERP Software at all times, which means either the current release or immediate preceding release. Upon receiving a Case from Customer, Trimble will update Customer's test database using the production database up to twice per year as part of Support for hosted test environments.

(e) *Microsoft Terms for Vista and ProContractor*. Trimble will host certain Microsoft software on Customer's behalf in connection with Customer's access to and use of Vista or ProContractor ("**Microsoft Products**"). Access to and use of the Microsoft Products is subject to and governed by the Microsoft End User License Agreement available at https://www.trimble.com/en/legal/construction or at any successor website made available by Trimble to Customer.

11.3 On Premises ERP Software. This Section applies ERP Software that is Licensed Software ("**Licensed ERP Software**").

(a) *Production Copy*. Customer may install one production copy of the Licensed ERP Software with one database (or set of databases for Vista). Customer is responsible for procuring, installing, configuring, and maintaining all hardware, software, and operating systems required to run the Licensed ERP Software. Depending on the applicable ERP Software, Trimble will use commercially reasonable efforts to install the Licensed ERP Software on a mutually agreed upon schedule.

(b) *Non-Production Copies*. Customer may make up to three nonproduction copies of the Licensed ERP Software for backup, archival, or testing purposes. Depending on the applicable ERP Software, additional fees may apply to install nonproduction copies and for assistance from Trimble with the installation of non-production copies.

(c) *Support for Licensed ERP Software*. Additional fees are required for Support for Licensed ERP Software. If at any time after ceasing to purchase Support Customer elects to reinstate Support, Customer must pay for all back Support fees based on then-current list price from the date of the initial expiration of the Support up to the date of reinstatement and any applicable administrative fees. Support fees may be modified if additional ERP Software or Users are purchased by Customer.

(d) *No Data Restoration.* Trimble does not provide support or technical assistance for the repair or restoration of lost or damaged Customer Data as part of Support for Licensed ERP Software, regardless of the cause. Assistance for restoration may be available subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.

11.4. Usage Limitations.

(a) *Vista Usage Limitations*.

(i) Data Storage. Trimble provides 500 GB of data storage in its hosted environment for Vista, which includes, but is not limited to, database(s) for Vista, uploaded data, attachments, and third party applications that are hosted for Customer and approved by Trimble. If actual data usage by Customer exceeds this amount in any given month, Trimble reserves the right to invoice Customer for that additional data storage at Trimble's then current rate.

(ii) Concurrent Users. If Customer purchases a subscription to Vista for Concurrent Users, this Section applies. The Vista subscription includes the right for Customer to have a total quantity of Named Users with a right to access and use Vista that is not more than six times the quantity of purchased Concurrent Users stated on the Order. If Customer's Named Users exceed six times the number of purchased Concurrent Users in any month, Trimble reserves the right to invoice Customer for the number of Named Users that exceed this amount for the applicable month at Trimble's then current rate. If Customer wishes to increase its quantity of available Named Users, Customer must purchase additional Concurrent Users by signing a new order. This Section does not affect the separate limitation on the quantity of purchased Concurrent Users that are authorized to access and use Vista simultaneously at a given point in time.

(b) *Spectrum Data Storage*. Trimble provides a combined 100 GB of data storage in its hosted environment for Spectrum and, if purchased by Customer, Spectrum Employee Kiosk, Spectrum Payroll Time Entry, and Spectrum Service Tech, which includes the database, document imaging, uploaded data, and attachments. If Customer's actual data usage exceeds this amount in any given month, Trimble reserves the right to invoice Customer for that additional data storage at Trimble's then current rate.

(c) *ProContractor Data Storage*. Trimble provides a combined 200 GB of data storage in its hosted environment for ProContractor, and, if applicable, ProContractor Earthwork, which includes, but is not limited to, database(s) for ProContractor, uploaded data, attachments, and third party applications that are hosted for Customer and approved by Trimble. If actual data usage by Customer exceeds this amount in any given month, Trimble reserves the right to invoice Customer for that additional data storage at Trimble's then current rate.

11.5. Additional Terms.

(a) *Support Terms for ERP Software*. Trimble does not support (a) any release of the ERP Software other than the current and immediate preceding release unless covered under extended support as provided by Trimble in writing; (b) third party databases, third party software, or add on products (excluding certain third party interfaces identified and approved by Trimble); (c) use of the ERP Software in a manner other than as authorized in the applicable agreement between Trimble and Customer; (d) custom services or alterations of the Software; or (e) conversions of Customer's databases to accommodate new hardware or software. Trimble will not provide support for an issue if Trimble provided corrections for that issue that were not implemented by Customer or if Customer failed to provide information requested from Customer. Trimble does not provide training, implementation, report creation, onsite support, customizations (e.g., scripting or integration), or assistance with server migrations as part of Support, but such services but may be purchased separately.

11.6 The Work Number® by Equifax®

(a) *General*. This Section applies if Customer purchases a Subscription to Vista or Spectrum unless Customer opts out as described below. The Work Number® ("**TWN**") provided by Equifax Workforce Solutions LLC ("**Equifax**") is included with Vista or Spectrum at no additional cost to Customer. Equifax is a Consumer Reporting Agency ("**CRA**"), as defined by the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("**FCRA**"), and any applicable state law, and the information Customer provides to the TWN is governed by the FCRA.

(b) *Verification Service and Opt Out*. Through TWN, Equifax provides employment and income verification for Customer's employees to authorized third party verifiers with a permissible purpose under the FCRA ("**Verification Service**"). Trimble will facilitate Customer's transfer of relevant payroll and employment data from the Trimble Offerings to Equifax on a regular basis through TWN for Equifax to perform the Verification Service. Customer may opt out of TWN at any time by having an administrator contact Trimble and submitting a Support case as described in the Documentation. Unless Customer has opted out of TWN, Customer authorizes Trimble to transmit employment and income verification information on its behalf to Equifax.

(c) *Customer Obligations*. Customer certifies that it has read Equifax's Notice to Furnishers of Information, available at https://workforce.equifax.com/fcra-notice-to-furnishers, as may be updated from time to time. Customer understands that by participating in TWN that it is a furnisher and has obligations set forth in the notice and under FCRA, which include duties regarding data accuracy and investigation of disputes, and it certifies it will comply with all such obligations. If an employee disputes the accuracy of the data provided, Customer agrees to provide reasonable assistance to Equifax to resolve the dispute. Customer acknowledges and agrees that Equifax is solely responsible and liable for TWN and the Verification Service, and that Trimble is not responsible for the acts or omissions of Equifax, including, without limitation, any acts or omissions related to the security or confidentiality of any Customer Data on the Equifax systems and/or servers. By making TWN available to Customer,

(i) Trimble does not provide, and its actions should not be construed as providing, legal or financial advice; (ii) Trimble is not acting in a fiduciary capacity on behalf of Customer and/or Customer's employees; and (iii) Trimble is not participating in TWN or acting as a furnisher or CRA and is only facilitating Customer's participation in the TWN.

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12. Trimble Financials

Customer's access to and use of Avalara's software and services available through Trimble Financials is subject to and governed by the Avalara Service Terms and Conditions and applicable Service-Specific Supplemental Terms located at https://legal.avalara.com/ (collectively, the "**Avalara Terms**"). The Avalara Terms constitute a binding agreement between Avalara (as defined in the Avalara Terms) and Customer. THE AVALARA SOFTWARE AND SERVICES AVAILABLE THROUGH TRIMBLE FINANCIALS ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND TRIMBLE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY LAWS. Trimble shall have no liability to Customer for, and shall not indemnify Customer for, any incorrect U.S. sales tax calculation, determination result, or any other error in the Avalara software and services, and shall not reimburse Customer for any resulting penalties, interest, or uncollected U.S. sales taxes.

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13. Trimble Pay

13.1. Overview. The Offering branded "Trimble Pay" allows Customers to manage compliance items, billing information, and related processes, such as payments and lien waiver exchange, relating to the Customer's subcontractors or other service providers or payees (collectively, "**Payees**"). Customers may also be able to make payments to Payees through Third Party Payments Services Providers integrated into the Offering (the "**Payment Services**"), as described below.

13.2. Role of Trimble Pay. Customer expressly acknowledges that Trimble does not provide payments or money transmission services in connection with the Offering or the Payment Services and is not a payment services provider, a money transmitter, or other type of financial institution. Trimble does not represent any Customer or any other party with respect to payments initiated through Trimble Pay and is not liable or responsible for any payment, any services or other obligations associated with a payment, or any disputes arising out of a payment (or nonpayment). All payment obligations are solely between Customer and its Payees and Trimble is not responsible for, and will not be involved in, addressing any failed or reversed payments, payments disputes, or other matters relating to the provision of the Payment Services by Third Party Payments Services Providers (defined below). Notwithstanding the foregoing, Trimble reserves the right to control or limit access to the Offering or the Payment Services for any reason at our sole discretion.

13.3. Third Party Payments Services Providers.

(a) If Customer purchases the Offering known as Trimble Pay ACH Subscription, payments services associated with Trimble Pay are provided to Customer directly by and through Moov Financial, Inc. ("**Moov**"), together with its bank partner Veridian Credit Union ("**Bank**"). Trimble and Moov use Plaid, Inc. ("**Plaid**") to connect and verify bank accounts in order to initiate and receive funds transfers via the ACH network (collectively "**Third Party Payments Services Providers**"). To use the Offering and initiate payments in connection with the Trimble Pay software, Customer must agree to the Moov Platform Agreement, available at https://moov.io/legal/platform-agreement/, and must acknowledge the Plaid End User Privacy Policy, available at https://plaid.com/legal/#end-user-privacy-policy as a part of the Trimble Pay onboarding process. It is Customer's responsibility to review and understand these terms. Customer agrees and understands that Trimble reserves the right to change Third Party Payments Services Providers at any time. In the event that Trimble does so, Customer may be required to enter into or acknowledge agreements and/or policies with additional Third Party Service Providers as a condition of continuing to use Trimble Pay and the Payment Services.

(b) As an alternative to the Offering known as Trimble Pay ACH Subscription, Customer may elect to use Trimble ePayments provided by FleetCor Technologies, Inc. through its affiliate Corpay, Inc., Inc. ("**Corpay**"). Customer's use of Viewpoint ePayments is subject to Customer entering into a separate agreement with Corpay.

(c) All software, services, and data provided by Moov, Plaid, and Corpay to Customer through the Offering are third-party proprietary software and data. Customer is solely responsible for its compliance with any Third Party Payments Services Providers terms and failure to comply with such terms may result in suspension or termination of Customer's right to access Trimble Pay.

13.4. Processing Payments.

(a) To receive Payment Services, (i) Customer must provide banking data, such as bank account and routing numbers for Customer and (ii) Payees invited by Customer must provide Payee bank account and routing numbers so that Plaid can

generate tokens that are used to identify the respective bank accounts of Customer and its Payees. Based on Customer's payment instructions provided by Customer through Trimble Pay, Trimble will share with Moov the tokens associated with Customer and the applicable Payees so that Moov, together with Bank, can initiate and receive funds transfers on behalf of Customer in accordance with the Moov Platform Agreement. At no time will Trimble have access to complete bank account numbers as a part of Customer's use of Trimble Pay.

(b) Customer recognizes that it is responsible (i) for obtaining any necessary authorizations to initiate payments to Payees' bank accounts (or other via any other payment methods available or made available in the future through Trimble Pay); and (ii) for having sufficient funds in Customer's applicable bank account to complete each payment requested. Trimble shall not be responsible for the correctness or accuracy of the payment information submitted by Customer or Payees (including, without limitation account numbers and payment amounts). Customer will use the Payment Services only for its own business payments and will not enable any third parties to make payments using Customer's Trimble Pay account or otherwise make payments on behalf of any such third parties. Notwithstanding the provision of the Payment Services by Third Party Payments Services Providers, Trimble maintains and reserves the right to reject payments, prohibit customer from obtaining access to the Payment Services, suspend access to the Payment Services, or require additional information from Customer about Customer or Customer's Payees as a condition of obtaining access to and using the Payment Services.

13.5 Compliance with Law. Customer agrees to use Trimble Pay and the Payment Services in accordance with this Section, the Moov Platform Agreement, payment card network rules, and applicable laws and government regulations, including without limitation anti-money laundering and anti-bribery laws. Customer will not use Trimble Pay or the Payment Services to make payments for any illicit purpose or any illegal goods or services. Customer represents and warrants that neither Customer nor any Payees are subject to sanctions regimes administered by the U.S. Treasury Office of Foreign Assets Control.

13.6 Disclaimers. **TRIMBLE AND ITS SUPPLIERS HEREBY DISCLAIM ANY AND ALL LIABILITY FOR THE PAYMENT SERVICES AND ANY THIRD PARTY PAYMENTS SERVICES PROVIDERS, INCLUDING ANY FAILURES WITH RESPECT THERETO. TRIMBLE HAS NO RESPONSIBILITY TO ENSURE ANY PAYMENTS ARE MADE OR PROCESSED, OR WITH RESPECT TO ANY NONPAYMENT OR ANY RESOLUTION OF REFUNDS OR DISPUTES. SOFTWARE, SERVICES, AND DATA FROM THIRD PARTY PAYMENTS SERVICES PROVIDERS ARE PROVIDED "AS IS," AND CUSTOMER ASSUMES ALL RISK AND LIABILITY REGARDING ANY USE OF, OR RESULTS OBTAINED THROUGH, ANY THIRD PARTY PAYMENTS SERVICES PROVIDERS. TRIMBLE AND ITS SUPPLIERS MAKE NO WARRANTY OR GUARANTEE WITH RESPECT TO ANY THIRD PARTY PAYMENTS SERVICES PROVIDERS, INCLUDING REGARDING THEIR ACCURACY, CONTINUED AVAILABILITY, OR COMPATIBILITY.**

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14. Viewpoint for Projects and Viewpoint Field View

14.1 General. This Section applies if the Order states Software is made available based on GAR, Project Budget, Total Project Value, population, specific-department usage, Affiliate-limitations, or similar criteria (collectively, "**Fee Criteria**").

14.2 Definitions.

(a) "**Active Project**" means any Project on which the Software may be used by Customer during any Annual Subscription Term.

(b) "**Annual Subscription Term**" means each 12-month period of a Subscription Term.

(c) "**Customer Group**" means Customer's business units, Affiliates, or Joint Ventures, if any, listed in the Order that may authorize Authorized Users to use the Offerings on behalf of those business units, Affiliates, or Joint Ventures.

(d) "**Gross Annual Revenue**" or "**GAR**" means Customer's (and Customer Group's, if applicable) income and revenue from all sources, before expenses or taxes, calculated on an annual basis according to generally accepted accounting principles and as reported in company financial statements. The various equivalent definitions may be used interchangeably.

(e) "**Joint Venture**" means a business arrangement in which Customer and one or more other third parties agree to pool their resources to accomplish a Project or other commercial enterprise.

(f) "**Project**" means the initiation, delivery, operations, and maintenance of a construction project.

(g) "**Project Budget**" means the total projected cost allocated to carry out, manage, and complete one or more Active Project(s) over the entire Subscription Term. The various defined terms are equivalent and may be used interchangeably, including in other defined terms.

(h) "**Total Project Value**" or "**Project Value**" means Project Budget divided by the number of Annual Subscription Terms in the Subscription Term (and not any renewal). The various defined terms are equivalent and may be used interchangeably, including in other defined terms.

14.3 *Overages*. The fees for that Software are calculated based on that Fee Criteria as of the date of Order issuance by

Trimble. Unless otherwise provided the Order, if the Fee Criteria increases by more than 10% during the Subscription Term, (i) Customer shall promptly notify Trimble in writing, (ii) Trimble has the right to adjust the fees based on changes in the Fee Criteria and its then-current list price for that Software (including on a prorated basis for the current term), and (iii) Customer shall pay any applicable additional fees upon receipt of the invoice in accordance with the Agreement. At the request of Trimble, Customer will promptly provide documentation satisfactory to Trimble evidencing Customer's then-applicable Fee Criteria.

14.4 *Terms for Microsoft Office for the web*. The Software may allow Customer's Users to open, view, edit, and save Microsoft Office for the web files within the Software through an integration. This Section applies if Customer chooses to activate and use this functionality. Microsoft Office for the web is a Microsoft service and use of Microsoft Office for the web is subject to Microsoft's terms of use and privacy policy. Customer must purchase a separate commercial subscription from Microsoft in order to be able to edit and save files through the integration with the Software. Microsoft Office for the web is not intended to support or maintain limits in the presence or storage of customer data files to only servers located in particular geographic locations or to sovereign cloud facilities, when a Microsoft Office for the web application(s) is used to view and edit documents stored in non-Microsoft storage. Microsoft Office for the web (i) does not support Microsoft's Government Community Cloud (GCC) environment; (ii) is not intended to be used by customers that need to comply with FedRAMP, export control, IRS 1075, or CJIS obligations (which could include, for example, various contractors holding or processing data on behalf of the U.S. Government); and (iii) is not intended to be used by any customer that has data residency requirements.

14.5 *Service Level Agreement*.

(i) Availability. Trimble will use commercially reasonable efforts to ensure that Users will be able to log into the Software 99.5% of the time in a month during the Term excluding (x) planned maintenance or upgrades or updates to the Software or Trimble's network, software, or hardware; (y) any error or default caused by or resulting from any act or omission of Customer, others engaged by Customer, or any third party that is not a service provider of Trimble; or (z) any error or default caused by or resulting from any occurrence described in Section 16.4 (Force Majeure) of the Offering Terms, as applicable, including without limitation interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion, denial of service attacks, or failure of the Internet generally ("**Uptime Commitment**").

(ii) Service Credits. If Trimble does not meet the Uptime Commitment in a month during the Term ("**Outage**"), Customer may apply for a service credit proportional to the percentage of time that the Software did not meet the Uptime Commitment during that month and based on the applicable Fees for the affected Software during that month, excluding Taxes ("**Service Credit**"). The Service Credit will be calculated to the nearest 30-minute interval. The Service Credit for a month may not exceed the monthly recurring Fees for that month.

(iii) Requests for Service Credits. To apply for a Service Credit, Customer must create a Support case in accordance with the applicable Support Terms within 30 days of the Outage. The Service Credit request must contain the dates and times of the Outage and the name of the affected Software. Trimble will evaluate Service Credit requests received from Customer in relation to the respective availability statistics acquired from Trimble's internal monitoring of the application and server performance. Trimble will have 30 days from receiving a Service Credit request to respond to Customer, and if a Service Credit is due, Trimble will apply that Service Credit to the next invoice; provided that if there is no next invoice, the Service Credit will be refunded.

(iv) Sole Remedy. The remedies set forth in this Section are Customer's sole and exclusive remedies for any breach of the Uptime Commitment.

14.6 *Access to Customer Data*. For 30 days from the expiration or termination of an Order, Trimble will make Customer Data available to Customer upon request for export or download as provided in the Documentation for the applicable Software.

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15. WinEst

For WinEst Offerings that include Richardson/Cost Data On Line or RSMeans as referenced on an Order, the following third-party terms apply.

- Richardson/Cost Data On Line License Agreement
- RSMeans License Agreement

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16. WorksManager

Dependencies and Compatibilities. Except as otherwise provided in the Documentation, all field devices using the Offering must run firmware released within the last three (3) years or, if no release has occurred during that period, the latest available version. Non-compliant field devices may experience reduced functionality or loss of Support.

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17. Regional Terms for Germany

If German law governs the Agreement pursuant to the Offering Terms, the following applies:

Section 6.2(b) and 6.2(d) of these Software Terms are omitted. Instead, the limitation of liability in the Offering Terms is applicable.

Section 8.2(a)(iv) does not exclude liabilities that are caused by intentional misconduct or gross negligence resulting in an injury to persons. Furthermore, statutory remedies for breach of warranty (gesetzliche Gewährleistungsansprüche) are not excluded by the provision.