

## Supplemental Terms for eCommerce Purchases

Version 1.0 (Last Updated: September 1, 2024)

These Supplemental Terms for eCommerce Purchases (the “eCommerce Terms”) supplement:

- the General Transaction Terms available at <https://www.trimble.com/en/legal/customer-terms> or any successor url,
- the Trimble Offering Terms for Software and Subscriptions available at <https://www.trimble.com/en/legal/offering-terms/terms>,
- the Trimble Site Terms of Use available at <https://www.trimble.com/en/legal/terms-and-conditions/terms-of-use>, and
- The Learn.Trimble Terms of Service at <https://learn.trimble.com/learn/terms-conditions/view>

(any of the foregoing together with all other terms applicable to Customer as stated on the Online Store, the “Primary Terms”) by adding additional terms to them related to the purchase of Software through an Online Store, and are hereby incorporated by reference therein. Customer’s use of Software may also be subject to an End User License Agreement, Terms of Use, or other terms (“Software Terms”). Any conflict or inconsistency between these eCommerce Terms on the one hand, and the Primary Terms or Software Terms on the other, will be resolved in the following order of precedence: (1) the eCommerce Terms, (2) the Primary Terms, and (3) Software Terms.

**1. Definitions.** Capitalized terms not defined herein have the meanings given in the Primary Terms.

1.1. “**Online Store**” means a Trimble eCommerce solution (which include but are not limited to a standalone store or ecommerce capabilities embedded within a Trimble product or service) through which the Customer may purchase Offerings.

1.2. “**Offerings**” means the physical products, Software licenses or subscriptions, or other goods, services, or entitlements offered for purchase from Trimble through an Online Store.

1.3. “**Online Order**” means Customer’s offer to purchase the Offerings in its cart at the time Customer completes the checkout process, evidenced by Customer’s submission of the online order to Trimble.

1.4. “**Customer**” means the person submitting an Online Order to Trimble, or that person’s company or employer if the Online Order is submitted on that third party company’s or employer’s behalf.

1.5. “**Trimble**” means Trimble Inc., the seller of record of Offerings through the Online Store, except that in certain countries Offerings may be sold by one of Trimble’s affiliated entities, as set forth in the Primary Terms, as the seller of record.

1.6. If not defined in the Primary Terms, “**Software**” means the licensed software or software-as-a-service specified in the Online Order.

### 2. Terms Relating to eCommerce Transactions

2.1. **Capacity to Contract.** The ability to submit Online Orders through the Online Store is not targeted or aimed at children or to other individuals who do not have the legal capacity to contract with Trimble. By submitting an Online Order, Customer represents that it has the legal capacity to contract in the state or country of its residence, incorporation, or organization. If the person creating an account or submitting the Online Order is doing so on behalf of a third party such as that person’s company or employer, that person represents that he/she/they have the authority to act on that third party’s behalf and that such person’s acceptance of these eCommerce Terms and the Primary Terms constitutes that third party’s acceptance.

2.2. **Orders through the Online Store.** When Customer completes the Online Order process and the Online Order, it is subject to acceptance by Trimble and shipment of any ordered physical Offerings, and once accepted as set forth below the Online Order will be considered an “Order” for the purposes of the Primary Terms. By offering Offerings for purchase through the Online Store, Trimble is inviting the Customer to make an offer to purchase by submitting an Online Order. Submitting an Online Order to Trimble constitutes Customer’s binding offer to purchase the Offerings listed in the Online Order, irrespective of whether the button or link Customer presses to submit its order to Trimble includes words such as “submit purchase”, “complete order”, or otherwise indicates that Customer’s submission is binding. The purchase agreement is formed by Trimble’s acceptance of the Online Order by shipping the Offerings to Customer or otherwise making the Offerings available for use by Customer, as applicable. Any order confirmation email received by Customer prior to Trimble’s acceptance is an acknowledgement of our receipt of the Online Order only. Trimble may choose not to accept Online Orders at our sole discretion, even after Trimble sends Customer an order confirmation. Customer is obligated to pay for Offerings purchased by it which may occur prior to title or rights to those Offerings passing to Customer.

By submitting an Online Order, Customer consents to Trimble’s use of electronic communications related to the purchase transaction and the electronic delivery of notices, policies, and records of the purchase transaction. Customer agrees that Trimble may keep records of orders received, communications, acknowledgements, acceptances, and other contract records, as permitted by law.

Payment methods, free trials, and auto-renewing subscriptions may be subject to additional terms and conditions to which Customer must agree prior to completing the checkout process and submitting its Online Order to Trimble; failure to agree to those terms will result in Customer's inability to submit the Online Order to Trimble, or Trimble's right to cancel Customer's Online Order if it is inadvertently submitted to Trimble without Customer's agreement to the additional terms.

Notwithstanding anything to the contrary in the Primary Terms, subscriptions purchased through the Online Store will not be coterminous with Customer's existing subscriptions for the same Item.

2.3. **Promotions.** Trimble may from time to time offer special promotional codes, credits, awards, or other discounts applicable to purchases through the Online Store ("**Promotions**"). All Promotions will be offered at the sole discretion of Trimble, and can be modified or terminated at any time by Trimble with or without advance notice. Promotions may be offered on a limited time basis and may be subject to certain restrictions. As part of a Promotion, Trimble may offer credits to charges that are non-transferrable, non-refundable for cash, and may be subject to additional terms and conditions.

2.4. **Taxes.** Except where pricing is specifically indicated in the Online Store as tax-inclusive, prices stated on the Online Store 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, shipping and handling charges, expedited service charges, or similar charges ("**Taxes**"), all of which will be added to Customer's total price and are Customer's responsibility to pay. Customers will pay Trimble all Taxes charged by Trimble in connection with purchases through the Online Store. Customers will pay any foreign exchange transaction fees and any foreign exchange profits or losses incurred on such transactions.

2.5. **Billing.** Billing for the Online Order will be at the frequency specified during checkout through the Online Store. If specified during checkout or in the Software Terms, the first and/or last month billing during the subscription term will be prorated to the end of the then-current billing period as of the date the Online Order is accepted by Trimble. If Customer has purchased an automatically renewing subscription, the subscription will automatically renew at the end of each renewal term, and payment for the renewal term subscription processed using the payment information, until Customer cancels its subscription through the cancellation process specified during checkout.

2.6. **Pricing.** The price Customer is charged for Offerings is the price in effect at the time Customer's Online Order is submitted as displayed on the Online Store, plus any applicable Taxes in effect at the time Customer confirms the purchase. All prices, discounts, and Promotions posted on the Online Store do not constitute an offer by Trimble and are subject to change or revision without notice.

Trimble strives to display accurate pricing information through the Online Store. However, Trimble may on occasion make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. Trimble reserves the right to correct any errors, inaccuracies, or omissions prior to acceptance of the Online Order and to refuse or cancel any Online Orders arising from such occurrences, whether or not the Online Order has been confirmed or Customer's payment method has been charged. If Customer's payment method has already been charged for an Online Order and Customer's Online Order is canceled, Trimble will promptly issue Customer a refund in the amount of the charge. Prices may change at any time without notice, and Trimble does not provide price protection or refunds in the event of a price reduction or promotional offering.

2.7. **Payments.** Customer agrees to pay for purchases through the payment method offered on the Online Store and selected by Customer during the checkout process. When Customer submits an Online Order, Customer's payment may be authorized and processed through a third-party payment processor used by us or our affiliate (the "**Payment Processor**"). Customer represents and warrants to Trimble that: (a) all provided account, purchase and payment account information is correct, true, accurate, and complete; (b) that Customer is duly authorized to use such provided purchase and payment account information to charge and initiate a payment via the payment method Customer designates for the purchase; and (c) Trimble will charge Customer for, and Customer agrees to pay Trimble for, all Offerings purchases through the Online Store at the posted prices, including shipping and handling charges and any applicable Taxes. Trimble reserves the right to verify and/or authorize payments via the Payment Processor prior to our acceptance of Customer's offer to purchase. Customer authorizes Trimble and its Payment Processor to share any information and payment instructions Customer provides to the extent required to complete the purchase and payment transaction. Trimble may change or add other Payment Processors at any time with or without notice to Customer. Customer's use of payment services via Payment Processors may be subject to additional terms or conditions.

If Trimble is unable to process Customer's payment via the Payment Processor, Trimble may, at Trimble's sole option, either cancel Customer's Online Order or invoice Customer for the payment amount. If Trimble chooses in its sole discretion to invoice Customer, unless otherwise specified in the Primary Terms invoices will be due within the time period set forth on Customer's invoice or net 30 from date of invoice, whichever is shorter. Trimble may charge a late payment penalty of 1% per month on undisputed amounts, or the maximum rate permitted by law, whichever is less. Without waiving any of Trimble's other rights or remedies, Trimble may refuse additional orders and suspend any software access and provision of services until all overdue and unpaid amounts are paid in full.

2.8. **Compliance.** Customer represents that it will comply with all applicable laws and regulations applicable to its purchase. Customer agrees that it is not purchasing the Offerings for export, re-sale, transfer, or use in violation of any applicable laws, including without limitation U.S. Export Administration Regulations or applicable U.S. sanctions and embargoes administered by the U.S. Treasury Department. Diversion contrary to applicable law is prohibited. Unless expressly agreed to by Trimble in writing, Customer is responsible for all Taxes and/or other charges in the country of ultimate destination arising from the tangible shipment of Offerings from one country for delivery in another country.

Customer further agrees that it will not use Offerings for any illegal or unauthorized use. The Offerings are 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 paragraph. Customer's obligations under this paragraph will survive the termination of the Primary Terms for any reason whatsoever.

2.9. Software. Software is licensed and not sold. Customer acknowledges that it may be required to accept such terms in order for it, as part of or following the purchase transaction, to be able to install, access, and/or use the purchased Offerings, including license or subscription rights to Software. When Trimble receives the total purchase amount from Customer, Trimble will allow Customer to access the Software for the term of Customer's license or subscription. If technical problems prevent or unreasonably delay Customer's access to the Software, as Customer's sole and exclusive remedy Trimble will either provide access to the Software or refund the total purchase amount, at Trimble's discretion. Software provided on a subscription basis is not perpetual, and access to Software may expire at the end of the subscription term unless Customer has agreed to, and not opted out of, automatic renewal terms during the checkout process through the Online Store.

2.10. Physical Offerings. Trimble will arrange shipment of physical Offerings purchased by the Customer. The Customer will pay shipping and handling charges unless otherwise expressly specified on the Online Store. Title and risk of loss pass to Customer upon our transfer of the Offerings to the shipping carrier. Shipping and delivery dates are estimates only and are not guaranteed. Trimble is not liable for any delays in shipments; Customer's sole and exclusive remedy in the event of such a delay, to the extent the delay is within Trimble's control, is a refund of amounts Customer paid. The Customer must contact the shipping carrier for delays once the Item is in its possession.

2.11. Customer Representation; Disclaimers. Trimble will not be liable for any damage or losses arising from Trimble's inability to process the Online Order; defective installation of Offerings; from the use of the Offerings in connection with other defective, unsuitable, or defectively installed equipment; Customer represents that she/he/they is sufficiently qualified and trained to choose the Offerings in accordance with Customer's needs and requirements and declares that Customer does not need advice or consultation from Trimble. Customer's negligence; improper use; or use in any manner inconsistent with the manufacturer's specifications or instructions. Any warranty applicable to purchased Offerings will be set forth in the Primary Terms or the Software Terms. EXCEPT FOR ANY APPLICABLE WARRANTY SET FORTH IN THE PRIMARY TERMS OR THE SOFTWARE TERMS, ITEMS PURCHASED FROM TRIMBLE ARE PROVIDED TO CUSTOMER "AS IS," AND USE OF PURCHASED ITEMS IS AT CUSTOMER'S OWN RISK. UNLESS OTHERWISE SPECIFIED IN THE PRIMARY TERMS OR SOFTWARE TERMS, TRIMBLE'S AGGREGATE LIABILITY (WHETHER FOR BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY) WILL IN NO CIRCUMSTANCES EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE ITEMS WHICH GIVE RISE TO SUCH LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO CUSTOMER.

2.12. Government End-Users. If the user or licensee of the Offerings is an agency, department, or other entity of the United States Government, the Offerings are "commercial products," "commercial computer software," and "commercial computer software documentation," as those terms are defined at 48 C.F.R. 2.101, for the purposes of 48 C.F.R. 12.212 and 48 C.F.R. 227.7202. The use, duplication, reproduction, release, modification, disclosure, or transfer of the Offerings or any related documentation of any kind, including technical data and manuals, is governed by the Primary Terms and/or Software Terms. All other use is prohibited.