

SUPPLEMENTAL TERMS FOR TRIMBLE CONSTRUCTION OFFERINGS

Version 2.0 (Last updated February 4, 2026)

These Supplemental Terms for Trimble Construction Offerings supplement either the Trimble Offering Terms, available at <https://www.trimble.com/en/legal/offering-terms>, or any successor website, or the Trimble General Transaction Terms, as applicable, available at <https://www.trimble.com/en/legal/customer-terms>, or any successor website, as referenced in the applicable Order (collectively the “**Terms**”), which are hereby incorporated in such Order by reference. Capitalized terms not defined herein have the respective meanings given to them in the Terms.

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1. User and Device Management Policy

The User Assignment and Device Management Policy 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.

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 Supplemental 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.

3. SketchUp

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](#).

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

4.1. 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" 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.

4.2. 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).

5. Trade Service

5.1. Construction Analytics Functionality

(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 of the Trimble Offering Terms or Section 7.1 of the Trimble General Transaction Terms, as applicable.

5.2. Supplier Xchange Functionality

(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 purchase orders or other similar documents 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) 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.

(c) 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.**

(d) 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. To the extent applicable, Customer hereby waives its rights under California Civil Code § 1542 (and any similar statute), which provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or the released party.” 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 of the Trimble Offering Terms or Section 7.1 of the Trimble General Transaction Terms, as applicable.

6. **Trimble Pay**

6.1. 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.

6.2. **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. TRIMBLE HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR ANY PAYMENT SERVICES, INCLUDING ANY FAILURES WITH RESPECT THERETO. TRIMBLE HAS NO RESPONSIBILITY TO ENSURE ANY PAYMENTS ARE MADE OR PROCESSED, OR WITH RESPECT TO ANY NONPAYMENT, ANY RESOLUTION OF REFUNDS OR DISPUTES.

6.3. **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 considered Third-Party Materials (as defined in the Supplemental Terms for Software and Subscriptions).

6.4. **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.

6.5. **Compliance with Law.** Customer agrees to use Trimble Pay and the Payment Services in accordance with these terms, 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.

7. Viewpoint Software

7.1. Scope. To the extent applicable, this Section applies to all configurations, versions, and related products of Software under the following brands or product lines:

- Viewpoint
- Spectrum
- Vista
- ProContractor
- Jobpac Connect

7.2. Additional Software Terms.

(a) *Cloud Software.* This Section applies if Trimble delivers Viewpoint Software as Software-as-a-Service or through hosting services separately purchased from Trimble.

(i) *Service Level Agreement.*

(1) 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 Trimble Offering Terms or Section 12.4 (Force Majeure) of the Trimble General Transaction 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**").

(2) 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.

(3) 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.

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

(ii) *Access to Cloud Environment.* Trimble's authorized employees and contractors may from time to time require access to Customer's cloud environment for the purpose of performing Trimble's obligations under the Agreement, including, but not limited to, the provision of the Software, Support, and Services and verification that Customer is accessing and using the Software in compliance with the Agreement, including but not limited to any Usage Limitations. Customer hereby grants access to Trimble for such purpose.

(iii) *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.

(b) *On Premises Software.* This Section applies if Customer purchases a license to Licensed Software for deployment on premises on a server owned or leased by Customer, which may include data centers and hosting services operated by third parties.

(i) *Production Copy.* Customer may install one production copy of the Licensed 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 Software. Depending on the applicable Software, Trimble will use commercially reasonable efforts to install the Licensed Software on a mutually agreed upon schedule.

(ii) *Non-Production Copies.* Customer may make up to three nonproduction copies of the Licensed Software for backup, archival, or testing purposes. Depending on the applicable 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 Software.* Additional fees are required for Support for Licensed 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 Software or Users are purchased by Customer.

7.3. Usage Limitations.

(a) *General.* Customer is responsible for managing its access to and use of the Software based on the applicable Usage Limitations, including but not limited to (i) adding and removing Users; (ii) configuring access to functionality and modules in the Software; (iii) not exceeding data storage limits; and (iv) managing any additional hosting requirements, such as VPNs, servers, and server software. Trimble or a designated third party will have the right to perform a review of Customer's use of the Software and hosting consumption to verify that Customer is complying with the applicable Usage Limitations and the Agreement.

(b) *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.

(c) *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.

(d) *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.

7.4. Special Fee Criteria.

(a) *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**").

(b) *Definitions.*

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

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

(iii) **"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.

(iv) **"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.

(v) **"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.

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

(vii) **"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.

(viii) **"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.

(c) *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.

7.5. Additional Terms.

(a) *Support Terms for Viewpoint Products.* Support Terms are available at <http://support.viewpoint.com> or at any successor website made available by Trimble to Customer.

(b) *Documentation.* Documentation is available at <http://help.viewpoint.com> and <http://support.viewpoint.com>, or at any successor website made available by Trimble to Customer.

7.6. Third Party Terms for Viewpoint Software.

(a) *Microsoft Terms for Hosted Software.* If Customer purchases Vista or ProContractor as SaaS or Licensed Software hosted by Trimble, Trimble will host certain Microsoft software on Customer's behalf in connection with Customer's access to and use of the Software ("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.

(b) *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.

8. **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](#)

9. **Regional Terms for Germany**

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

Section 5.2(b) and 5.2(d) of these Supplemental Terms are omitted. Instead, the limitation of liability in the Terms is applicable.

Section 7.2(i)(4) 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.