

Supplemental Terms for U.S. Public Entities

Version 1.0 (Last Updated: October 7, 2023)

These Supplemental Terms for U.S. Public Entities (the “**Supplemental Terms**”) supplement the General Transaction Terms (the “**General Terms**”) and the Supplemental Terms for Software and Subscriptions (the “**Software Terms**”), in each case available at <https://www.trimble.com/en/legal/customer-terms> or any successor URL, to the extent applicable, and are hereby incorporated therein by reference. Capitalized terms not defined herein have the meanings given in the General Terms and the Software Terms.

- 1. Scope.** To the extent Customer is a public or governmental entity, these Supplemental Terms provisions apply to the extent Customer is a public or governmental entity in the United States.
- 2. Intellectual Property Indemnification by Trimble.** Trimble shall defend Customer from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Customer by a third party based upon Customer’s use of the Offerings in accordance with the terms of this Agreement, and pay any resulting settlement or final judgment. If Customer’s use of any of the Offerings are, or in Trimble’s opinion are likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Trimble may, in its sole discretion: (a) substitute for the Offerings substantially functionally similar programs and documentation; (b) procure for Customer the right to continue using the Offerings; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer the fee paid by Customer as reduced to reflect a five year straight-line depreciation from the applicable purchase date. The foregoing indemnification obligation of Trimble will not apply: (1) if the Offerings are modified by any party other than Trimble; (2) if the Offerings are combined with other non-Trimble products, but solely to the extent that the alleged infringement is caused by such combination; (3) to any unauthorized use of the Offerings; (4) to any unsupported release of the Offerings; or (5) to any third-party code, content, and/or data contained in and/or delivered with the Offerings.
- 3. Tax Exemption.** If Customer is a tax-exempt entity and provides evidence of a tax-exempt certificate prior to executing this Agreement, then Section 3.1 of the General Terms regarding Customer’s responsibility to pay taxes shall be inapplicable.
- 4. No Indemnification by Customer.** Section 8 (Indemnification) and the second to last sentence of Section 12.6 (Export Control) of the General Terms shall be inapplicable.
- 5. Public Records Law.** Customer’s confidentiality obligations in Section 9 (Confidentiality) of the General Terms may be subject to applicable public records law.
- 6. Limited Publicity.** Provision (b) in Section 12.11 (Publicity) of the General Terms shall be inapplicable.
- 7. Termination for Convenience.** Customer may terminate this Agreement for convenience on not less than sixty (60) days’ written notice to Trimble. If Customer terminates this Agreement under this paragraph, all fees for the Term shall immediately become due and payable. All previously paid fees (both used and unused) shall be non-refundable and forfeited. Furthermore, all earned, but unpaid, fees for professional services, if any, must be paid in full before the termination becomes effective.
- 8. Non-Appropriation of Funds.** The Customer’s funds for future and ongoing purchases are contingent on the availability of future appropriations of funds. If funds are not appropriated for any payments due under this Agreement, the Customer will promptly notify Trimble in writing and the applicable Order will terminate as of the date of the notice in accordance with Section 7 (Termination for Convenience) above and the Customer will have no further obligation to make any payments with respect to the affected Order, provided however that the Customer shall pay for any goods or services ordered prior to the date of the Customer’s notice.
- 9. Piggyback.** Trimble does business with many government entities whose applicable laws permit them to join an existing contract between another governmental agency and vendor to acquire goods and services thereunder. In such circumstances and if allowable by applicable law and contract, Customer expressly agrees to allow the other governmental agencies to acquire goods and services using this Agreement (“**Piggyback**”), subject to applicable pricing of the Trimble offerings at the time of the piggyback purchase.
- 10. Governing Law.** Notwithstanding Section 12.9 (Governing Law and Venue) of the General Terms, the Laws of the jurisdiction required by applicable law shall exclusively govern this Agreement.