



SOFTWARE SUPPORT AND MAINTENANCE TERMS

Version 1.1 (Revised December 15 2016)

THESE SOFTWARE SUPPORT AND MAINTENANCE TERMS (“**Terms**”) SET FORTH THE TERMS AND CONDITIONS UNDER WHICH TRIMBLE INC. AND/OR ITS AFFILIATE (“**Trimble**”) WILL PROVIDE SUPPORT AND MAINTENANCE FOR CERTAIN SPECIFIED TRIMBLE SOFTWARE PRODUCT(S) (“**Software**”). IF YOU HAVE ENTERED INTO A SEPARATE WRITTEN SUPPORT AGREEMENT WITH TRIMBLE, THE TERMS AND CONDITIONS OF SUCH OTHER AGREEMENT SHALL PREVAIL OVER ANY CONFLICTING TERMS OR CONDITIONS IN THESE TERMS.

The applicable Trimble entity and software related to the support and maintenance provided hereunder will be as identified in the applicable order form, which form the avoidance of doubt may be in the form of a sales agreement, order acknowledgment or other similar written arrangement provided or executed by Trimble (any such written arrangement, the “**Order Form**”).

As used in these Terms, “**You**” refers to the end-user customer organization which has purchased a license to Software and support and maintenance with respect thereto, and is authorized to use the Software pursuant to the applicable Trimble Software End User License Agreement or another written agreement with Trimble (the applicable licensing document, the “**License Agreement**”). These Terms are incorporated into, and are subject to all applicable terms and conditions of, the License Agreement, including for the avoidance of doubt, any disclaimers of warranties, limitations of liability, etc.

1. **Scope.**

Provided that You have paid the applicable support and maintenance fees for the Software, Trimble shall provide the support and maintenance services described in these Terms during the maintenance term specified in the Order Form (or, if not specified, for a period of one (1) year) (the “**Maintenance Term**”). The Maintenance Term may be renewed as specified in the Order Form (or, if not specified, as set forth in Section 6 below).

2. **Support.**

During the applicable Maintenance Term, Trimble shall use reasonable efforts to correct or provide a workaround for any reproducible programming error in the Software attributable to Trimble with a level of efforts commensurate with the severity of the error, as reasonably determined by Trimble. Upon identification of any programming error, You shall promptly notify Trimble of such error and shall provide Trimble with enough information to reproduce the error, including a listing of output and any other data that Trimble may reasonably request in order to reproduce the error and operating conditions under which the error occurred or was discovered. Trimble shall not be responsible for correcting any errors not attributable to Trimble. For certain Software, Trimble may provide additional or different support services or procedures as set forth in the applicable Software documentation, support handbook, or other written documentation provided by Trimble, if any (the “**Additional Support Documentation**”). If there is any conflict between these Terms and such Additional Support Documentation with respect to the description of support services or procedures, the provisions of such Additional Support Documentation will prevail. You agree and acknowledge that Trimble may use third-parties to provide support and maintenance services on its behalf. You expressly consent to Trimble permitting such third parties to access Your information and data to perform the support and maintenance services for You.

3. **Updates and Upgrades.**

During the applicable Maintenance Term, You shall be entitled to receive all upgrades and updates to the Software that are publicly released by Trimble. The contents and timing of all upgrades and updates will be decided by Trimble in its sole discretion. Any such updates and upgrades will be deemed to be “**Software**” and licensed to You under the terms and conditions of the License Agreement. Updates and upgrades exclude new versions of the software designated by Trimble by a change to the left of the decimal in the version number (e.g., 1.x to 2.x), and any separate modules and other functionality for which Trimble charges a separate fee.

4. Limitations and Exceptions.

The following matters are not covered (and Trimble will not have any obligations with respect to such matters) pursuant to these Terms:

- 4.1. Any Software for which support and maintenance fees have not been paid;
- 4.2. Any problem resulting from the misuse, improper use, alteration or damage of the Software;
- 4.3. Any problem caused by modifications of the Software not made or authorized by Trimble;
- 4.4. Any problem resulting from any hardware component of Your system or any software not developed by Trimble, including, without limitation: any computers, disk drives, operating systems, network hardware or software, database or any other hardware or third party software;
- 4.5. Any problem resulting from the combination of the Software with other programming or equipment to the extent that such combination has not been approved by Trimble; and
- 4.6. Errors in any version of the Software other than the most recent release, provided that Trimble will continue to provide services for superseded releases for a reasonable period (not to exceed ninety (90) days).

Support and maintenance excludes on-site visits, installation and training, file conversion, optional products and services, directories, consulting services, shipping charges, or any recommended hardware.

5. Payment and Default; Termination.

Unless otherwise provided in the Order Form, payment for support and maintenance is payable annually in advance. Should You fail to pay any fees or fail to carry out any other obligation under these Terms or the License Agreement, Trimble may, at its option and in addition to other available remedies, terminate these Terms or suspend services, provided that Trimble first gives You five (5) days' prior notice in order to permit You to cure Your default. In addition, services will automatically terminate with respect to any Software that is no longer licensed for use under the License Agreement, whether as a result of expiration or termination of such License Agreement, or replacement of the applicable Software with new releases.

6. Renewals

Unless otherwise specified in the Order Form, support and maintenance services shall automatically renew for additional periods of one year provided You have made payment for the upcoming year prior to the renewal date. If You have not made payment prior to the renewal date, without further action by Trimble these Terms shall automatically terminate with respect to the Software for which You have not paid. Any renewals after an expiration of a Maintenance Term may be subject to the then-current lapses fee rates.

7. Changes and Updates to Fees and Terms.

At any time following the expiration of the Maintenance Term, fees for support and maintenance may be changed, provided that Trimble gives You at least five (5) days' prior written notice of the change. Such notice may be made by posting the revised fees on Trimble's website. Trimble also reserves the right to modify or terminate these Terms upon five (5) days' written notice to You. In such event, You have the right to terminate support and maintenance for all Software by giving written notice and to receive, as Your sole and exclusive remedy, a pro-rata refund of fees paid for the balance of the applicable Maintenance Term following the effective date of termination of these Terms.