

TRIMBLE
SOFTWARE END USER LICENSE AGREEMENT
Version 1.3

(ProDesign, SingleCable, Protect, PowerNet)

This Software End User License Agreement (this “**Agreement**”) is entered into between Trimble Inc. or the Trimble affiliate identified on the applicable Order Form (“**Trimble**”) and you (“**Customer**” or “**you**”), the individual or entity that has downloaded or otherwise procured the Software (as defined below). This Agreement is effective on the earlier to occur of the date you first executed an Order Form, downloaded the Software or clicked to agree to this Agreement (“**Effective Date**”). This Agreement includes any Order Forms or exhibits which reference this Agreement and any applicable Product-Specific Terms.

Entry into this Agreement. If the individual entering into this Agreement is an employee or agent of Customer, then such individual must be authorized to, and by agreeing to the terms of this Agreement hereby does, bind Customer to this Agreement. The licenses granted under this Agreement are expressly conditioned upon acceptance by such authorized personnel.

Purchase from Reseller. If you obtained the Software through an authorized dealer, distributor or reseller of Trimble (“**Reseller**”), your use of the Software is governed by the terms of this Agreement as modified by Section 13 (Purchase from Reseller) below.

Order of Precedence. In the event of a conflict, the terms will control in the following order: (1) the applicable Order Form; (2) the Product-Specific Terms; and (3) this Software End User License Agreement.

Modifications to this Agreement. Trimble may modify this Agreement (which may include changes to the Product-Specific Terms, Software pricing and plans) from time to time by giving notice to Customer by email or through the Software. Unless a shorter period is specified by Trimble (e.g. due to changes in the law or exigent circumstances), the modifications become effective thirty (30) days after such notice. If within the notice period Customer notifies Trimble in writing of its objection to the modifications, Trimble (at its option and as Customer’s exclusive remedy) will either: (a) permit Customer to continue under the existing version of this Agreement until expiration of the then-current License Term (after which time the modified Agreement will go into effect) or (b) allow Customer to terminate this Agreement and receive a refund of any pre-paid Software fees allocable to the terminated portion of the applicable License Term. Customer may be required to click to accept or otherwise agree to the modified Agreement in order to continue using the Software, and, in any event, continued use of the Software after the updated version of this Agreement goes into effect will constitute Customer’s acceptance of such updated version.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR BY INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT INSTALL OR USE ANY SOFTWARE. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT. IF YOU HAVE PAID A LICENSE FEE FOR USE OF THE SOFTWARE AND DO NOT AGREE TO THESE TERMS, YOU MAY RETURN THE SOFTWARE FOR A FULL REFUND FROM TRIMBLE (OR YOUR APPLICABLE RESELLER, IF YOU PURCHASED THE SOFTWARE FROM A RESELLER) PROVIDED YOU (A) HAVE NOT INSTALLED, OR USED THE SOFTWARE AND (B) RETURN THE SOFTWARE WITHIN FOURTEEN (14) DAYS OF YOUR INITIAL PURCHASE.

Notwithstanding anything to the contrary herein, if you executed a separate signed agreement with Trimble which expressly governs use of the Software, the terms of that agreement shall supersede the terms of this Agreement and you shall have no rights to use the Software under this Agreement either during or after the terms of such other written agreement.

1. Definitions.

“**Affiliate**” means an entity that, directly or indirectly, owns or controls, is owned or controlled by or is under common ownership or control with a party, where “ownership” means the beneficial ownership of fifty percent (50%) or more of an entity’s voting equity securities or other equivalent voting interests and “control” means the power to direct the management or affairs of an entity.

“**Authorized Users**” means employees and contractors of Customer permitted to use or access the Software for the sole benefit of Customer.

“**Documentation**” means the technical specification documentation generally made available by Trimble to its customers with regard to the Software.

“**Feedback**” means comments, questions, suggestions or other feedback relating to any Trimble product or service.

“**License Keys**” means electronic passwords or other enabling mechanisms provided for use with the Software.

“**License Term**” means the license term specified on the applicable Order Form.

“Order Form” means any ordering documents, online registration, order descriptions or order confirmations provided to you by Trimble that reference this Agreement.

“Product-Specific Terms” means any additional product-specific terms and conditions which govern your use of the Software. Product-Specific Terms may be attached to this Agreement or referenced in the applicable Order Form.

“Professional Services” means professional consulting services (which may include training services).

“Scope of Use” means any user, seat, computer, field of use, location or other restrictions set forth in the applicable Order Form or Product-Specific Terms.

“Software” means the Trimble software product(s) provided in connection with this Agreement that are specified in the applicable Order Form. “Software” shall also include any Documentation and any maintenance releases of the same Software product provided by Trimble (or a Reseller) to you under this Agreement.

2. The Software.

2.1. **Grant of License.** Software is licensed and not sold. Subject to all of the terms and conditions of this Agreement, Trimble grants you a non-transferable, non-sublicensable, non-exclusive license during the License Term to use the Software in object code form on any computer or device and operating system for which it was intended, but solely: (a) for your own internal business purposes; (b) in accordance with this Agreement and the Documentation; and (c) in accordance with the applicable Scope of Use and any Product-Specific Terms. Unless otherwise specified in the applicable Order Form, the License Term begins on your license purchase date.

2.2. **Installation and Copies.** Unless otherwise specified in the Product-Specific Terms, you may copy and install on your computers for use only by your employees as many copies of the Software as is designated in the applicable Order Form.

2.3. **Delivery.** Trimble shall electronically deliver the Software, Documentation and any applicable License Keys (unless another delivery method is specified in the applicable Order Form). Delivery is deemed to occur on the date on which the Software and License Keys, if any, are first made available to you.

2.4. **Subscription Term and Auto-Renewal.** Unless otherwise set forth in the Product-Specific Terms or Order Form, for any Software licensed on a termed basis, the License Term is twelve (12) months and will automatically renew for subsequent twelve (12)-month periods at Trimble’s then-current price unless either party provides the other with notice of cancellation at least thirty (30) days prior to expiration of the then-current License Term.

2.5. **License Restrictions.** As conditions on the license granted to you, you shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever, or attempt to circumvent or disable any License Key or other mechanism that protects the Software against unauthorized use (in each case except and only to the extent expressly permitted by applicable law, and then only with prior written notice to Trimble); (b) distribute, sell, sublicense, rent, or lease the Software, or use the Software (or any portion thereof) for time sharing, hosting, service provider, or like purposes; (c) remove any product identification, proprietary, copyright, or other notices contained in the Software; (d) modify or translate any part of the Software, create a derivative work of any part of the Software, or incorporate the Software into any other software, except to the extent expressly authorized in writing by Trimble; (e) publicly disseminate information regarding the performance of the Software; (f) use or attempt to use the Software for competitive analysis or benchmarking; or (g) unless expressly permitted in the Scope of Use, use or host the Software in a virtual server environment.

2.6. **Free Offerings.** Trimble may provide you with free access to a version of the Software (a **“Free Offering”**).

2.6.1. **General.** Free Offerings may not include all functionality and features accessible as part of paid versions of the Software. Either party may terminate the applicable License Term for a Free Offering, for any reason or no reason, immediately upon written notice to the other party. You acknowledge that all Free Offerings are provided “AS IS” and may not be functional on any machine or in any environment. TRIMBLE AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES RELATING TO FREE OFFERINGS, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIMBLE WILL HAVE NO WARRANTY, SUPPORT OR OTHER OBLIGATIONS WITH RESPECT TO FREE OFFERINGS UNLESS OTHERWISE SPECIFIED IN THE APPLICABLE ORDER FORM.

2.6.2. **Beta Releases.** Free Offerings designated as “pre-” or “beta” releases of the Software (**“Beta Releases”**) may be inoperable, incomplete, or contain more errors and bugs than generally available Software. Trimble makes no promises that any Beta Releases will ever be made generally available. All information regarding the characteristics, features or performance of beta software constitutes Trimble Confidential Information. ANY USE OF A BETA RELEASE IS AT YOUR SOLE DISCRETION AND RISK.

2.6.3. Evaluation Software. Free Offerings designated as “for evaluation” (“**Evaluation Software**”) may be used solely to determine whether to purchase a paid license for the Software and for no other purpose, including without limitation for competitive analysis. The License Term for Evaluation Software is thirty (30) days (unless otherwise specified on the applicable Order Form). Unless you pay the applicable license fee for the Software, the Evaluation Software may become inoperable and, in any event, your license to the Evaluation Software automatically expires at the end of the Evaluation Software License Term. If you purchase a license, this Agreement will apply to such purchase and your use of the Software.

2.7. Educational Versions. Notwithstanding anything to the contrary in this Agreement, for any version of the Software designated as “educational,” you may install one (1) copy of the Software on one (1) computer and use the Software solely for educational purposes. For clarity, educational versions may not be used for any for-profit purpose, including professional work or training offered for a fee or by commercial entities.

2.8. API Access and Customer Applications.

2.8.1. API. The Software may include one or more application program interface available upon request (“**API**”) that allows Customer to develop code or services that communicate with the Software (“**Applications**”). Customer may use an API only if such use is authorized in the Documentation or otherwise in writing by Trimble. Use of APIs may be subject to additional terms. Trimble may modify APIs from time to time, and Trimble is not responsible for the compatibility of any such modifications with Customer’s Applications.

2.8.2. Use of Applications. If use of an API is authorized, subject to the terms of this Agreement and in compliance with the applicable Documentation, Customer may develop Applications for use solely by Customer’s internal Authorized Users. Customer may not develop Applications for the benefit of, or distribute Applications to, any third party. Customer assumes all risk and liability regarding the development or use of any Applications, and Trimble has no warranty, support or other obligations with respect to any Applications. Customer acknowledges that other customers or Trimble itself may independently develop Applications similar to Customer’s Applications.

2.9. Authorized Users. To the extent the applicable Software is licensed on an Authorized User basis, the terms of this Section 2.9 apply. Only Authorized Users may access or use the Software. User IDs are granted to individual, named persons who are Authorized Users, and each Authorized User must keep its login credentials confidential and not share them with anyone else. Customer is responsible for its Authorized Users’ compliance with this Agreement and actions taken through their accounts. In the event an Authorized User is no longer a Customer employee or contractor, Customer is solely responsible for deactivating such Authorized User’s access to the Software. If expressly permitted under the applicable Order, Customer may transfer Authorized User status from one individual to another at any time, provided that use of the Software by its Authorized Users in the aggregate remains within the use restrictions in the Usage Limitations. Customer will promptly notify Trimble if it becomes aware that any of its Authorized User login credentials have been compromised.

2.10. Internet Connection. The Software may require an active Internet connection or other means of electronic communications to operate, which are not the responsibility of Trimble.

2.11. Software Activation and Metering. The Software may gather and transmit to Trimble license compliance and Software usage data. You will not disable, modify or interfere with the operation of any such functionality of the Software. Trimble (and any third-party service providers that Trimble uses to monitor and ensure compliance) may use the foregoing information to validate the authenticity of your license to the Software, to register your Software, for license metering and to protect Trimble against unlicensed or illegal use of the Software.

2.12. Devices. The Software may be compatible with or require use of a device (“**Device**”). Compatible Devices are specified in the Documentation (or upon request). Customer is solely responsible for the configuration and operation of its Device. Customer shall use its Device in conformance with any health, safety and other guidance for use of the Software provided by the manufacturer or any other applicable party (e.g., resellers, etc.). The results obtained through the Software may be affected by the compatibility, placement, configuration or operation of Customer’s Device, weather or other environmental conditions, or other factors outside of Trimble’s control and for which Trimble shall have no liability.

2.13. Scripts. The Software may allow Customer to input custom scripts and commands that control the operation of the Software. As between Customer and Trimble, Customer assumes all risk and liability regarding any use of scripts.

2.14. Use with other Trimble Products. The Software may allow Customer to connect with other Trimble products or services. Use of products or services that are not part of the Software may require payment of a separate fee and are governed by those products or features’ respective terms of service and not by this Agreement.

2.15. Third-Party Platforms. Customer may choose to use the Software with Third-Party Platforms. “**Third-Party Platform**” means any platform, add-on, service or product not provided by Trimble that Customer elects to integrate or enable for use with the Software. Use of Third-Party Platforms is subject to Customer’s agreement with the relevant provider and not this Agreement, and may enable data exchange between the Software and Third-Party Platforms. Trimble does not control and has

no liability for Third-Party Platforms, including their security, functionality, operation, availability or interoperability or how the Third-Party Platforms use data received from the Software.

2.16. **Mobile Applications.** The Software may be offered as mobile applications designed to run on mobile, AV/VR, or other devices. Trimble makes no warranties regarding the operation of any device or continued compatibility of the Software with any device. The following terms apply to mobile application versions of the Software and shall prevail in the event of any conflict with any other provisions of this Agreement.

2.16.1. **Purchase from Application Store.** If Customer obtained the Software through a third-party app store, marketplace or other site or service (each, an “**Application Store**”), such Application Store shall be considered a “**Reseller**” under this Agreement, and Customer’s use of the Software is subject to Section 13 (Purchase from Reseller) of this Agreement. Except as expressly set forth in Sections 13 (Purchase from Reseller) and 2.16.3(c) (Apple-Specific Terms), all fees are non-refundable once paid. Customer’s download of the Software may be subject to other terms as specified by the operator of the Application Store from which Customer downloaded the Software.

2.16.2. **In App Purchases.** The Software may offer Customer the opportunity to purchase additional functions and/or features from within the application (an “**In App Purchase**”). Customer acknowledges and agrees that all billing and transaction processes are handled by the provider of the Application Store (the “**App Store Provider**”) from whose platform Customer downloaded the Software and are governed by the App Store Provider’s terms and conditions. If Customer has any payment related issues with In-App Purchases, then Customer needs to contact the App Store Provider directly.

2.16.3. **Apple-Specific Terms.** If Customer downloaded the Software from Apple Inc.’s (“**Apple’s**”) Application Store, the following terms are part of this Agreement:

(a) This Agreement is between Customer and Trimble, and not with Apple. However, as required by Apple, Apple and its subsidiaries will be third party beneficiaries of this Agreement and will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Customer as a third-party beneficiary.

(b) As set forth in Section 7 (Limited Warranty and Disclaimers), Trimble offers a refund in certain circumstances following a breach of Trimble’s limited warranty for the Software. If Customer is entitled to such a refund, Customer may notify Apple and Apple will refund the purchase price (if any) for the Software to Customer. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation with respect to the Software, and, as between Apple and Trimble, any other claims, losses, liabilities, damages, costs or expenses attributable to a failure to conform to a warranty will be Trimble’s responsibility. Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the Software.

(c) As between Trimble and Apple, Trimble is solely responsible for the Software and for addressing any claims Customer or any third parties have about the Software or your possession or use of the Software, including without limitation (i) product liability claims, (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement and (iii) claims arising under consumer protection or similar legislation. In the event of any third-party claim that the Software or your possession or use of the Software infringes that third party’s intellectual property rights, Apple will not be responsible for the investigation, defense, settlement or discharge of such claim.

3. **Data Rights.**

3.1. **Definitions.**

“**Anonymized Data**” means any data related to the Software that has been aggregated and/or de-identified in such a manner that neither Customer nor any of its Authorized Users or any other individual can be identified from the data.

“**Customer Data**” means any business information or other data of any type that is input by or on behalf of Customer into the Software, including without limitation information manually input by Authorized Users or imported via a third party product or service, or that Customer may provide to Trimble in connection with receipt of support and maintenance for the Software.

“**Trimble Data**” means any and all data related to the Software (excluding Customer Data), including without limitation Usage Data and Anonymized Data.

“**Usage Data**” means Trimble’s technical logs, data and learnings about Customer’s use of the Software, excluding any Customer Data or Personal Information (as defined below) of the Customer.

3.2. **Data Usage and Ownership.**

3.2.1. Customer grants to Trimble and its affiliates the non-exclusive, worldwide, royalty-free right during the License Term to (a) use, copy, store, transmit, display, and create derivative works of Customer Data in order to (i) provide, maintain and improve the Software and provide related support and maintenance, and (ii) provide any professional services; and (b) use and disclose Customer Data as otherwise permitted pursuant to the written consent and/or instructions of the Customer.

3.2.2 Customer grants to Trimble and its affiliates the non-exclusive, worldwide, perpetual, royalty-free right to use, copy, transmit, display, and create derivative works of Customer Data to:

(a) create and use Anonymized Data for any Trimble business purpose; and

(b) develop, improve, enhance and support other products, software, and services of Trimble and/or its affiliates (including, without limitation, compiling, aggregating, creating analytics and reports, and benchmarking); *provided, that* any use of Customer Data under this clause (b) is (i) for internal use and shall not be disclosed to any third-parties without the consent of Customer (unless it has become Anonymized Data); and (ii) subject to all applicable Data Protection Legislation (as defined below).

3.2.3. Except for Trimble's use rights set forth in this Agreement, as between the parties, Customer retains all intellectual property and other rights in Customer Data provided to Trimble. Trimble owns all right, title and interest in Trimble Data (including, without limitation, any and all intellectual property rights) and can use Trimble Data without restriction or royalty of any kind.

3.2.4. In the event of any conflict between the terms of Section 11 (Confidentiality) and this Section 3.2 (Data Usage and Ownership), the terms of this Section 3.2 (Data Usage and Ownership Rights) will control.

3.3. Personal Information; Data Protection. The following section applies if Customer is an entity.

3.3.1 All applicable laws, rules, and regulations relating to the protection of privacy and data protection are referred to as "**Data Protection Legislation**". "**Personal Information**" is defined as in the applicable Data Protection Legislation, or if no definition is provided, any personally identifiable information which is either (a) provided by Customer or on its behalf, or (b) automatically collected through the Service on Customer's behalf. "**Applicable**", in this context, shall mean the Data Protection Legislation applicable to Customer at Customer's principal place of business or to Trimble at Trimble's principal place of business, and such laws that Customer notifies Trimble in writing of that apply to the parties.

3.3.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Section 3.3.2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the applicable Data Protection Legislation.

3.3.3 The parties acknowledge that: (a) if Trimble processes any Personal Information hereunder, it is on the Customer's behalf when performing its obligations under this Agreement and (b) the Personal Information may be transferred or stored, and/or accessed from outside of the country where the Customer's principal place of business is located in order to provide the Service and Trimble's other obligations under this Agreement.

3.3.4 Without prejudice to the generality of Section 3.3.2, Customer will ensure that it has all necessary appropriate consents and notices in place (a) to enable lawful transfer of the personal information to Trimble for the duration and purposes of the Agreement and (b) to enable Trimble to so that Trimble may lawfully use, process and transfer the Personal Information in accordance with this Agreement on the Customer's behalf.

3.3.5 If the processing of Personal Information by Trimble is subject to the General Data Protection Regulation ((EU) 2016/679) or the Data Protection Act 2018 of the United Kingdom, then, in addition, at the request of Customer, then the parties shall execute an applicable data processing addendum.

3.3.6 If the processing of Personal Information by Trimble is subject to the California Consumer Privacy Act of 2018 (Title 1.81.5, §1798.100 et. seq.) ("**CCPA**"), then in addition, in connection with a verified request by a data subject pursuant to an exercise of rights under CCPA related to Personal Information, Customer agrees and acknowledges that Trimble is Customer's service provider, that Customer (and not Trimble) will respond to such request, and that if necessary in connection with such verified request Customer will utilize the tools and information provided or made generally available by Trimble, such as Trimble's online portals or APIs and standard documentation regarding Trimble's products, software and services. To the extent such tools do not enable Customer to respond to a verified request, upon Customer's request Trimble will provide reasonable assistance with respect to Personal information in Trimble's systems that is required for Customer's response to such request. Customer further agrees that a consumer request to delete Personal Information will not require Trimble to delete Personal Information required to provide Customer with the Software, which includes any of Trimble's service provider(s) acting on Trimble's behalf to provide the Software; provided, however, that such service provider(s) do not have a separate right to sell or use Customer's Personal Information other than as required for Trimble's business purposes.

3.4. Customer Obligations.

3.4.1 In General. Customer is responsible for its Customer Data, including its content and accuracy, and agrees to comply with Laws (as defined below) in using the Software. Customer represents and warrants that it has made all disclosures and has all rights, consents and permissions necessary to use its Customer Data with the Software and grant Trimble the rights in Section 3.2 (Data Usage and Ownership), all without violating or infringing Laws, third-party rights (including intellectual property, publicity or privacy rights) or any terms or privacy policies that apply to the Customer Data. "**Laws**" means all relevant local, state, federal and international laws, regulations and

conventions, including those related to data privacy and data transfer, international communications and export of technical or personal data.

3.4.2 **Prohibited Data.** Customer must not use the Software with Prohibited Data (as defined below). Customer acknowledges that the Software is not intended to meet any legal obligations for these uses, including HIPAA requirements, and that Trimble is not a Business Associate as defined under HIPAA. Notwithstanding anything else in this Agreement, Trimble has no liability for Prohibited Data or use. “**Prohibited Data**” means any (a) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation, (b) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) (“**HIPAA**”), (c) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS), (d) other information subject to regulation or protection under specific Laws such as the Children’s Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations), (e) social security numbers, driver’s license numbers or other government ID numbers or (f) any data similar to the above protected under foreign or domestic Laws.

3.4.3 **Indemnification by Customer.** Customer will indemnify, defend and hold harmless Trimble and its affiliates from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys’ fees and costs) arising out of or in connection with any claim arising from or relating to (a) any Customer Data, (b) any breach or alleged breach by Customer of this Section 3.4 (Customer Obligations) or Section 14.14 (Third-Party Materials), or (c) any service or product offered by Customer in connection with or related to the Software. This indemnification obligation is subject to Customer receiving (i) prompt written notice of such claim (but in any event notice in sufficient time for Customer to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all necessary cooperation of Trimble at Customer’s expense.

4. Ownership.

4.1. **By Trimble.** Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Trimble and/or its suppliers, as applicable, have and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software, Documentation, Professional Services deliverables and any and all related and underlying technology and documentation, and any copies, modifications and derivative works thereof, including as may incorporate Feedback. You acknowledge that you are obtaining only a limited license right to the Software and that irrespective of any use of the words “purchase”, “sale” or like terms hereunder no ownership rights are being conveyed to you under this Agreement or otherwise.

4.2. **Feedback.** Trimble may freely use or exploit any Feedback you choose to submit in connection with any of its products or services without any obligation or restriction based on intellectual property rights or otherwise.

5. **Payment.** You shall pay all fees associated with the Software licensed and any Professional Services purchased hereunder as set forth in the applicable Order Form. All payments shall be made in the currency in which they are invoiced within thirty (30) days of your receipt of the applicable invoice, unless otherwise specified in writing by Trimble. Except as expressly set forth in this Agreement, all fees are non-refundable once paid. You shall be responsible for all taxes, withholdings, duties and levies arising from the order (excluding taxes based on the net income of the Trimble). Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less.

6. Term of Agreement.

6.1. **Term and Termination.** This Agreement is effective as of the Effective Date and expires when all License Terms hereunder have expired or been terminated. Either party may terminate this Agreement (including all related License Terms and Order Forms) if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). Except where an exclusive remedy may be specified in this Agreement, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

6.2. **Effect of Termination.** Upon any expiration or termination of this Agreement or the applicable License Term or Order Form, your license to the applicable Software terminates and you shall cease any and all use of the applicable Software, destroy all copies thereof and so certify to Trimble in writing. Upon any expiration or termination of this Agreement, you will return or destroy (and certify destruction of) any Trimble Confidential Information.

6.3. **Survival.** Sections 2.5 (License Restrictions), 2.8 (API Access and Customer Applications), Section 3 (Data Rights), 4 (Ownership), 5 (Payment), 6.2 (Effect of Termination), 6.3 (Survival), 7.3 (Disclaimer of Warranties), 7.4 (Disclaimer for High Risk Activities), 10 (Limitation of Remedies and Damages), 11 (Confidential Information), 12 (Compliance), 13 (Purchase from Reseller) and 14 (General) shall survive any termination or expiration of this Agreement.

7. Limited Warranty and Disclaimers.

7.1. **Limited Warranty.** Unless otherwise specified in the Product-Specific Terms, Trimble warrants to you that the Software shall operate in substantial conformity with the Documentation (a) during the License Term for Software licensed on a subscription basis, or (b) for all other Software, for a period of ninety (90) days from the Effective Date (in each case, the “**Warranty Period**”). Trimble’s sole liability (and your exclusive remedy) for any breach of this warranty shall be, in Trimble’s sole discretion, to use commercially reasonable efforts to provide you with an error-correction or work-around which corrects the reported non-conformity, or if Trimble determines such remedy to be impracticable within a reasonable period of time, either party may terminate the applicable Order Form (and any associated License Terms) and you will receive as your sole remedy a refund of (i) any fees you have pre-paid for the Software for the terminated portion of the applicable License Term for any Software licensed on a subscription basis, or (ii) for all other Software, the license fee paid for the Software. Trimble shall have no obligation with respect to a warranty claim unless notified of such claim within (1) thirty (30) days after the date on which you first noticed the non-conformity and (2) the Warranty Period.

7.2. **Exclusions.** The above warranty shall not apply: (a) if the Software is used with hardware or software not specified in the Documentation; (b) if any modifications are made to the Software by you or any third party; (c) to defects in the Software due to accident, abuse or improper use by you; or (d) to Free Offerings.

7.3. **Disclaimer of Warranties.** THIS SECTION 7 CONTAINS A LIMITED WARRANTY AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE SOFTWARE AND ALL PROFESSIONAL SERVICES ARE PROVIDED “AS IS.” NEITHER TRIMBLE NOR ITS AFFILIATES AND SUPPLIERS MAKES ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. TRIMBLE, ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT YOUR USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY SECURITY MECHANISMS IMPLEMENTED BY THE SOFTWARE WILL NOT HAVE INHERENT LIMITATIONS. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

7.4. **Warnings; Additional Disclaimers.**

7.4.1. TRIMBLE, ITS AFFILIATES, AND ITS SUPPLIERS WILL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR THE OUTPUT OBTAINED THROUGH USE OF THE SOFTWARE OR CUSTOMER’S RELIANCE ON SUCH OUTPUT. CUSTOMER IS RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT AND CONTROL OF CUSTOMER’S USE OF THE SOFTWARE. THIS RESPONSIBILITY INCLUDES THE DETERMINATION OF APPROPRIATE USES FOR THE SOFTWARE AND THE SELECTION OF THE SOFTWARE AND OTHER PROGRAMS TO ACHIEVE INTENDED RESULTS. CUSTOMER IS ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY AND ACCURACY OF ANY OUTPUT OF THE SOFTWARE.

7.4.2. THE SOFTWARE IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN LIFE SUPPORT, MEDICAL, EMERGENCY, MISSION CRITICAL, CONTROL OR GUIDANCE OF VEHICLES, DRONES OR OTHER UNMANNED MACHINES, OR OTHER STRICT LIABILITY OR HAZARDOUS ACTIVITIES, OR IN ANY OTHER SYSTEM WHOSE FAILURE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE (COLLECTIVELY, “**HIGH RISK ACTIVITIES**”). TRIMBLE, ITS AFFILIATES, AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. YOU REPRESENT AND WARRANT THAT YOU WILL NOT USE THE SOFTWARE (OR PERMIT IT TO BE USED) FOR HIGH RISK ACTIVITIES, AND AGREE THAT TRIMBLE, ITS AFFILIATES, AND ITS SUPPLIERS WILL HAVE NO LIABILITY FOR USE OF THE SOFTWARE IN HIGH RISK ACTIVITIES. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS TRIMBLE, ITS AFFILIATES, AND ITS SUPPLIERS FOR ANY DAMAGES, LIABILITIES OR OTHER LOSSES RESULTING FROM SUCH USE.

7.4.3. TRIMBLE, ITS AFFILIATES AND SUPPLIERS DO NOT OFFER ANY WARRANTY IN CONNECTION WITH ANY THIRD-PARTY MATERIALS, WHICH ARE PROVIDED “AS IS,” AND WILL BE NOT BE LIABLE IN ANY MANNER WHATSOEVER RELATED TO THIRD-PARTY MATERIALS.

7.4.4. TRIMBLE, ITS AFFILIATES AND SUPPLIERS ARE NOT RESPONSIBLE FOR THE OPERATION OR FAILURE OF OPERATION OF ANY GLOBAL POSITIONING SYSTEM (“GPS”) OR GLOBAL NAVIGATION SATELLITE SYSTEM (“GNSS”) SATELLITES OR BASE STATIONS, OR THE AVAILABILITY OF GPS OR GNSS SATELLITE SIGNALS. YOU ACKNOWLEDGE THAT THE SOFTWARE AND NETWORK ACCESS ARE SUBJECT TO TRANSMISSION LIMITATIONS CAUSED BY A VARIETY OF FACTORS SUCH AS ATMOSPHERIC CONDITIONS, TOPOGRAPHICAL OBSTRUCTIONS, LIMITATIONS OR LACK OF COVERAGE OF THE UNDERLYING CARRIER SERVICE, AND OTHER NATURAL OR MANMADE CONDITIONS. ADDITIONALLY, MOTOR AND IGNITION NOISE, METAL SHIELDING, INTERFERENCE BY USERS OF THE SAME OR ADJACENT RADIO CHANNELS MAY LIMIT OR INTERFERENCE WITH COVERAGE.

7.4.5. TRIMBLE, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR DELAYS, FAILURES OR PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE OF THEIR CONTROL.

7.4.6. TRIMBLE, ITS AFFILIATES AND SUPPLIERS HAVE NO LIABILITY FOR ANY DEVICE AND MAKES NO WARRANTIES REGARDING ANY DEVICE, INCLUDING WITHOUT LIMITATION REGARDING CONTINUED COMPATIBILITY OF THE SOFTWARE WITH ANY DEVICE.

8. Support & Maintenance. Trimble shall provide the support and maintenance services specified in the applicable Order Form and/or the Product-Specific Terms during such period as you have paid the applicable fee. Unless (1) Trimble and you have entered into a separate written agreement for support and maintenance services or (2) different terms and conditions are set forth in the Product-Specific Terms, all such services shall be provided pursuant to Trimble's then-current Software Support and Maintenance Terms which are available at <https://www.trimble.com/support/SoftwareSSMTerms> or a successor URL.

9. Professional Services. Trimble shall provide the number of person-days, if any, of Professional Services purchased in the applicable Order Form and any applicable statement of work. Unless Trimble and you have entered into a separate written agreement for Professional Services, all Professional Services shall be provided pursuant to Trimble's then-current Professional Services terms which are available at <https://www.trimble.com/legal/tandcfor-services> or a successor URL (the "**Professional Services Terms**"). Unless otherwise specified in the Professional Services Terms or such separate written agreement, you shall have a license right to use anything delivered as part of the Professional Services subject to the terms of your license to use the Software, but Trimble shall retain all right, title and interest in and to any such work product, code or Software and any derivative, enhancement or modification thereof created by Trimble (or its agents).

10. Limitation of Remedies and Damages.

10.1. **Consequential Damages Waiver.** TRIMBLE, ITS AFFILIATES AND SUPPLIERS WILL NOT HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

10.2. **Liability Cap.** THE ENTIRE LIABILITY OF TRIMBLE, ITS AFFILIATES AND SUPPLIERS TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED IN AGGREGATE THE AMOUNT ACTUALLY PAID BY YOU TO TRIMBLE DURING THE PRIOR TWELVE (12) MONTHS UNDER THIS AGREEMENT.

10.3. **Nature of Claims and Failure of Essential Purpose.** The parties agree that the waivers and limitations specified in this Section 10 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. Confidential Information. Each party (as "**Receiving Party**") agrees that all code, inventions, know-how, business, technical and financial information it obtains from the other party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. The Software, Documentation, and the terms and conditions of this Agreement will be deemed Confidential Information of Trimble without any marking or further designation. Except as expressly authorized herein, the Receiving Party will (a) hold in confidence and not disclose any Confidential Information to third parties and (b) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, affiliates, agents, contractors and other representatives having a legitimate need to know (including, for Trimble, the subcontractors referenced in Section 14.12), provided that such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 11 and that the Receiving Party remains responsible for compliance by any such representative with the terms of this Section 11. The Receiving Party's confidentiality obligations will not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law. For the avoidance of doubt, unauthorized access by third parties to any Confidential Information will not be deemed a breach of this Section 11.

12. Compliance.

12.1. **Export Control Compliance.** You are responsible for complying with all applicable export and import regulations and obtaining all necessary export and import licenses or permits for the direct or indirect export or import of any Software. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of

prohibited or restricted parties. Without limiting the generality of the foregoing, you hereby acknowledge and agree that the Software and any associated Confidential Information are subject to the U.S. Export Administration Regulations and were exported from the United States, if at all, in accordance with those regulations. In the exercise of its rights, and the performance of its obligations under this Agreement, you shall comply strictly with all U.S. export control laws and regulations applicable to the Software, and shall not export, re-export, transfer, divert or disclose any such Software, or any direct product thereof, to any destination restricted or prohibited by U.S. export control laws, or to any national or resident thereof. Your obligations under this paragraph will survive the termination of this Agreement for any reason whatsoever. You will defend, indemnify and hold Trimble harmless against any liability (including attorneys' fees) arising out of your failure to comply with the terms of this paragraph. Your failure to comply with any term of this paragraph will constitute a material breach of this Agreement and entitle Trimble to immediately terminate this Agreement in addition to any other remedy available at law or equity.

12.2. **Anti-Corruption Compliance.** You acknowledge Trimble's commitment to strict compliance with all applicable United States and international anti-corruption and anti-bribery laws and regulations, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and others (collectively, "**Anti-Corruption Laws**"). You, and any third party acting on your behalf, shall comply with all applicable Anti-Corruption Laws. You, and any third party acting on your behalf, shall not directly or indirectly offer, promise, or give any payment or anything of value to a government official, or any other individual or entity, where the intent is to improperly influence any act or decision of the government official, or other individual or entity, to obtain or retain business or some other benefit or commercial advantage for you or Trimble. You, and any third party acting on your behalf, also shall not solicit or accept any sort of payment or anything of value from anyone, where the intent is to improperly influence any act of you, any third party acting on your behalf, or Trimble. You represent and warrant that neither you nor any of your officers, directors or employees is a government official, and that you will not retain any government official in connection with the performance of your activities pursuant to this Agreement.

12.3. **Compliance with Laws.** You are responsible for complying with all applicable laws, regulations and codes of practice in your use of the Software and any results derived from the Software.

13. Purchase from Reseller. If you obtained the Software through a Reseller, the following terms are applicable and shall prevail in event of any conflict with any other provisions of this Agreement:

- a) The terms of this Agreement constitute the only terms applicable to the license of the Software to you, and no terms between you and the Reseller shall apply to your use of the Software.
- b) Instead of paying Trimble, you will pay the applicable amounts to the Reseller, as agreed between you and the Reseller. If the Reseller fails to pay Trimble the applicable fees for your use of the Software, Trimble reserves the right to terminate the applicable License Term for such Software and all related rights granted hereunder. Unless otherwise specified by Trimble, you may purchase renewal License Terms for Software licensed on a subscription basis under this Agreement directly from Trimble pursuant to an Order Form.
- c) Your order details (e.g., the Software you are licensing, the License Term, and the Scope of Use) will be as stated in the order placed with Trimble by the Reseller, and the Reseller is responsible for the accuracy of any such order as communicated to Trimble. The Reseller is solely responsible for delivering to you the Software, Documentation and any License Keys (if applicable), and Trimble has no liability for the Reseller's failure to deliver such materials.
- d) The Reseller may fulfill Trimble's warranty obligations under Section 7.1 (Limited Warranty) on behalf of Trimble. Notwithstanding the foregoing, the Reseller has no authority to make any statements, representations, warranties or commitments on Trimble's behalf and any such statements, representations, warranties or commitments are null and void. If the Reseller agrees to provide front-line support and maintenance services or Professional Services to you, Trimble has no responsibility for such Reseller-provided support and maintenance services or Professional Services.
- e) In the event you are entitled to a refund under this Agreement, you must request such refund through the Reseller. Any request sent directly to Trimble may be redirected to the Reseller. Trimble will refund any applicable fees to the Reseller and the Reseller shall be solely responsible for refunding such fees to you. Trimble shall have no further liability to you in the event the Reseller fails to refund such fees to you.

14. General.

14.1. **Assignment.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Trimble may assign this Agreement to any affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Trimble's assets or voting securities related to the subject matter of this Agreement. You may not assign or transfer this Agreement, in whole or in part, without Trimble's written consent. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

14.2. **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

14.3. **Disputes.** A party claiming that a dispute, difference, or question arising in connection with the Agreement, including a question as to whether certain services are in scope or not, has arisen (a **"Dispute"**) must give the other party reasonable notice of the details of the Dispute (a **"Dispute Notice"**). When a Dispute Notice is given, each party's senior executives with approval authority (the **"Dispute Personnel"**) must meet and first attempt to resolve the Dispute. The Dispute Personnel shall work in good faith to resolve the Dispute for a period of 60 days from receipt of the Dispute Notice by the non-sending party, or such longer period as may be agreed between the parties (the **"Resolution Period"**). If the parties cannot resolve a Dispute in accordance with the escalation procedure in this paragraph before the expiration of the Resolution Period, either party may commence court proceedings. If a party breaches this paragraph in relation to a Dispute, the other party need not comply with this paragraph in relation to that Dispute. Subject to the terms and conditions of the Agreement, the parties must continue to perform their respective obligations under the Agreement pending the resolution of a Dispute. Each party must pay its own costs of complying with this paragraph.

14.4. **Notices and Reports.** Any notice or report hereunder shall be in writing. If to Trimble, such notice or report shall be sent to Trimble at its notice address set forth in Section 14.16 (Region-Specific Terms), with a copy to: Trimble Inc., Attn: General Counsel - Important Notice, 935 Stewart Drive, Sunnyvale, CA 94085 USA. If to you, such notice or report shall be sent to the address you provided upon placing your order. Notices and reports shall be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if sent by certified or registered U.S. mail (return receipt requested); or (c) one day after it is sent if by next day delivery by a major commercial delivery service.

14.5. **Amendments; Waivers.** Except as otherwise provided herein, no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by you will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

14.6. **Entire Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

14.7. **Independent Contractors.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

14.8. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the Effective Date and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, pandemic, epidemic outbreak, refusal of license or changes in law or regulations by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure event at reasonable cost.

14.9. **Audit.** Upon Trimble's written request, you shall certify in a signed writing that your use of the Software is in full compliance with the terms of this Agreement (including any restrictions in the applicable Order Form). In addition to the license compliance monitoring rights in Section 2.11 (Software Activation and Metering), Trimble, or its authorized representative, may, upon prior reasonable notice of at least ten (10) days, inspect and audit your records and use of the Software to confirm your compliance with this Agreement. All such inspections and audits will be conducted during regular business hours and in a manner that does not unreasonably interfere with your business activities. You are responsible for such audit costs only in the event the audit reveals that your use is not in accordance with the licensed scope of use and for unpaid license fees.

14.10. **Publicity/Press Releases.** Trimble may identify you as a customer of Trimble and, with your consent (which may not be unreasonably withheld, conditioned or delayed), Trimble may issue a press release describing the parties' relationship under this Agreement. In connection with these activities, Trimble may use your trademarks and service marks, in accordance with any brand usage guidelines you provide us. You shall not issue or make any press releases, publications or public references regarding your relationship with Trimble unless you first inform Trimble of such proposed publicity, submit all proposed publicity materials to Trimble for review and obtain Trimble's prior consent in writing, in each particular instance. Subject to the foregoing, nothing herein shall grant either party any right, title or interest in the other party's trademarks or service marks.

14.11. **Government End-Users.** The Software is commercial computer software. If the user or licensee of the Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Software was developed fully at private expense. All other use is prohibited.

14.12. **Subcontractors.** Trimble may use the services of subcontractors and permit them to exercise the rights granted to Trimble in furtherance of Trimble’s performance under this Agreement, provided that Trimble remains responsible for (a) compliance of any such subcontractor with the terms of this Agreement and (b) the overall performance of Trimble as required under this Agreement.

14.13. **Open Source Software.** The Software may contain or be provided with open source software. Open source software may be identified in the Documentation, or Trimble shall provide a list of the open source software for a particular version of the Software to you upon written request. To the extent required by the license that accompanies the open source software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such open source software itself, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

14.14. **Third-Party Materials.** The Software may include third-party data, content or proprietary software (collectively, “Third-Party Materials”). To the extent specified by Trimble (including in any Product-Specific Terms), use of the Third-Party Materials may be subject to additional terms or restrictions (“Third-Party Terms”). You are solely responsible for your compliance with any Third-Party Terms and failure to comply with such terms may result in termination of your right to access any elements of the Software which utilize such Third-Party Materials. If no Third-Party Terms are specified, you may use Third-Party Materials solely in support of your authorized use of the Software as set forth herein.

14.15. **No Third Party Beneficiaries.** This Agreement does not confer any rights or remedies upon any third party except to the extent expressly set forth in this Agreement.

14.16. **Region-Specific Terms.**

a) **Trimble Entity.** Unless otherwise specified in the applicable Order Form or the Product-Specific Terms, “Trimble” for purposes of this Agreement shall be determined based on the following:

Customer Location*	Trimble Entity	Notice Address:
United States	Trimble Inc.	935 Stewart Drive, Sunnyvale, CA 94085 USA
Any other country or geography not specified above	Trimble Europe B.V.	Industrieweg 187a, 5683 CC, Best, The Netherlands

* Determined based on the address provided by Customer in the Order Form.

b) **Governing Law; Jurisdiction and Venue.** The Agreement is governed exclusively by the applicable governing law set forth below without regard to conflicts of laws provisions and without regard to the United Nations Convention on the International Sale of Goods. The exclusive jurisdiction and venue for actions related to the subject matter hereof are as set forth below, and both parties hereby submit to the personal jurisdiction thereof.

Customer Location	Governing Law	Exclusive Venue/Jurisdiction
United States	California	State of California and United States federal courts located in Sunnyvale, California
United Kingdom	England and Wales	An arbitrator located in London, England, selected in accordance with the International Chamber of Commerce (ICC)*
Australia	New South Wales	Courts of New South Wales and the courts having appeal from them
Any other country or geography not specified above	The Netherlands	An arbitrator located in Eindhoven, The Netherlands, selected in accordance with the ICC*

* Determined based on the address provided by Customer in the Order Form.

* For the jurisdictions indicated, except as provided in this paragraph with respect to injunctive relief, all Disputes shall be finally resolved by binding and final arbitration before a single arbitrator, selected in accordance with the rules of the International Chamber of Commerce (ICC). Any arbitration shall be conducted at the indicated location in the English language. After each party has been afforded a reasonable opportunity to present written and testimonial evidence in support of its position in any such arbitration proceeding, the arbitrator shall issue his/her decision and award, which shall (i) be in writing, stating the reasons therefore, (ii) be based solely on the terms and conditions of the Agreement, and (iii) except as provided in this paragraph regarding injunctive relief, be final and binding upon the parties. The arbitrator shall not award punitive or exemplary damages. The parties, their representatives, and any

other participants shall hold the existence, content, and result of arbitration in confidence. The provisions of this paragraph may be enforced by any court of competent jurisdiction. Notwithstanding the foregoing, either party may, at its sole discretion, seek injunctive relief in any court of competent jurisdiction (including, but not limited to, preliminary injunctive relief).

c) Australia. For Customers who purchase the Software in Australia, the following provisions apply:

Australian Consumer Law. For the purposes of this Section, “**Australian Consumer Law**” means the Competition and Consumer Act 2010 (Cth) and “**Non-excludable Condition**” means certain consumer guarantees, warranties, rights, or remedies under the Australian Consumer Law that cannot be limited, excluded, restricted, or modified, and to which Customer may be entitled. To the extent permitted by Law, Trimble’s liability in relation to breach of any such Non-excludable Condition shall be limited as follows (and in which “**our**” “**or**” “**us**” means Trimble, and “**you**” means Customer).

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

d) United Kingdom. For Customers who purchase the Software in the United Kingdom, the following provisions apply:

A. Section 10.2 shall be deleted in its entirety and replaced with the following:

“10.2 Liability Cap. THE ENTIRE LIABILITY OF TRIMBLE, ITS AFFILIATES, AND ITS SUPPLIERS TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED IN AGGREGATE THE AMOUNT ACTUALLY PAID BY YOU TO TRIMBLE DURING THE PRIOR TWELVE (12) MONTHS UNDER THIS AGREEMENT. IT IS ACKNOWLEDGED THAT THE SOFTWARE IS NOT BESPOKE SOFTWARE AND IT IS INTENDED AND AGREED THAT THIS LIMITATION OF LIABILITY AND THE DISCLAIMERS IN SECTION 7.3 SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE AT LAW BUT TRIMBLE, ITS AFFILIATES, AND ITS SUPPLIERS DO NOT PURPORT TO EXCLUDE LIABILITY FOR:

- (a) DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF TRIMBLE, ITS AFFILIATES AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, CONTRACTORS, OR AGENTS;
- (b) FRAUD OR FRAUDULENT MISREPRESENTATION;
- (c) BREACH OF THE OBLIGATIONS IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979 OR SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982; OR
- (D) ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW.”

B. Third Party Rights. Trimble’s Affiliates and suppliers may enforce the terms of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999 (“**Act**”). Trimble will owe no duty to them to enforce such rights and it may conduct or compromise any relevant proceedings as it sees fit. Except as provided in this clause (B) or otherwise to the extent expressly set out in this Agreement, a person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.