



Supplemental Product Terms for Trimble Construction Offerings

These Supplemental Product Terms for Trimble Construction Offerings (the “**Supplemental Product Terms**”) supplement the Terms of Service available at <https://mep.trimble.com/en/tc1-legal> (the “**Terms of Service**”) with respect to Product(s) listed below, to the extent applicable to the Order. Capitalized terms not defined herein have the meanings given in the Terms of Service.

Supplemental Product Terms for:

MEP Offerings

1. Support and Third-Party Terms for all Trimble MEP Licensed Software (*Last updated: August 2021*)
2. BuildingData/SysQue and MEPcontent for Fabrication (ITMs) (*Last updated: August 2021*)
3. Fabshop (*Last updated: September 2021*)
4. Trade Service
 - a. Construction Analytics (*Last updated: March 2021*)
 - b. Construction Xchange (*Last updated: March 2021*)

Other Offerings

5. ProjectSight (*Last updated: August 2021*)
6. SketchUp Pro (*Last updated: December 2021*)
7. Tekla Structures Graphite, Diamond, and Modeling Sharing (*Last updated: December 2021*)
8. Trimble Business Center (*Last updated: December 2021*)
9. Trimble Connect - all versions (*Last updated: August 2021*)

For bundled offerings, such as Accubid Anywhere Estimating, Accubid Classic Estimating, AutoBid Estimating, VDC Pro+ Detailing, and WinEst Essentials, please see the applicable Supplemental Product Terms for the product(s) in the bundle.

1. Support and Third-Party Terms for all Trimble MEP Licensed Software

(*Last updated: August 2021*)

To the extent Customer has purchased and/or is eligible to receive Support for Licensed Software, Trimble will provide Support pursuant to the then-current Support Terms available at <https://www.trimble.com/support/SoftwareSSMTerms> or a successor URL.

A list of third-party terms and attributions is available at <https://mep.trimble.com/en/legal> under the heading “Third-Party Content.”

2. BuildingData/SysQue and MEPcontent for Fabrication (ITMs)

(*Last updated: August 2021*)

Customer will not use any device, software, or routine to bypass any hardware or software that prohibits volume requests for information, and Customer will not interfere with or attempt to interfere with the proper working of the Product(s) or to contest Trimble or its supplier’s ownership of or rights therein to the Product or any Subscription Content.

3. **FabShop**

(Last updated: September 2021)

Usage Limitations. In addition to any other applicable Usage Limitations, and subject to all of the terms and conditions of this Agreement, Customer's use of the Product is solely limited to the "ship to" location specified in the applicable Order Form (the "**Site**"). Customer may install on its computers for use only by its employees the number of copies of the Product for which Customer has paid the applicable fees. Customer may transfer the Product from one computer to another computer provided that the computer to which the Product is transferred is located at the Site and the Product is completely removed and de-installed from the prior computer.

4. **Trade Service**

*a. **Construction Analytics***

(Last updated: March 2021)

1. Contributor Data Sources. The Product includes data collected from users of certain Trimble offerings ("**Contributor(s)**") for estimation, quoting, modeling, procurement, and other buildings and/or construction related products ("**Contributor Products**"). A list of then-current Contributor Products is available in the Documentation, which may be updated from time to time. Data collected from Contributor Products is referred to herein as "**Contributor Data**" and, in accordance with the end user agreement for the applicable Contributor Product, may be disclosed in connection with other Trimble offerings, in aggregated and/or anonymized form, or with the consent and/or instruction of a Contributor, in identifiable form. Contributors could be contractors, distributors, and/or manufacturers.

2. Contributor Data for Customer's Own Use in the Product. Customer hereby consents to Trimble and its Affiliates providing, via the Product, Customer's Contributor Data to Customer and any of Customer's Affiliates that are designated by Customer in writing to receive such Contributor Data.

3. Contributor Data Sharing in the Business Group.

(a) **Business Group Definition.** A "Business Group" means users of the Product who are typically a contractor, manufacturer, and/or distributor and who are connected through Contributor Data associated with an item or component ("**Component**") used on a particular project. By way of illustration and not limitation, a contractor may (i) use a Trimble estimating Contributor Product for a project, (ii) select a manufacturer's Component for that project, and (iii) solicit a price quotation from a distributor for that Component. The Contributor Data related to that Component on that project is connected to that particular contractor, manufacturer, and distributor, and those three parties will comprise a Business Group for that component on that project. Each user of the Product can be associated with more than one Business Group, on a Component by Component basis.

(b) **Consent to Data Sharing.** The Product may permit Customer to set its level of data sharing with the Business Group, as described in the Documentation. Customer hereby consents to Trimble and its Affiliates providing, during the Utilization Term and via the Product, Customer's Contributor Data that is applicable to the other Customers of the Product who comprise part of the applicable Business Group in accordance with Customer's data sharing settings in the Product.

(c) **Confidentiality Obligations.** To the extent Customer has access to the Contributor Data of a third-party due to being part of a Business Group and does not otherwise have lawful rights to such Contributor Data pursuant to a separate contractual relationship with the Contributor of such Contributor Data, Customer covenants to Trimble and to each Contributor (solely with respect to any Contributor Data it receives via the Product from that Contributor) that it will: (i) use such Contributor Data solely for its internal business purposes in accordance with all applicable laws and regulations,



including, without limitation, with respect to data privacy and personal information; (ii) not disclose any such data to anyone, except to its employees or contractors in connection with its rights use of the Product in accordance with this Agreement; (iii) treat as confidential and preserve the confidentiality of all such Contributor Data; and (iv) use no less than a reasonable standard of care to protect such Contributor Data from unauthorized access, use or disclosure, except that none of the foregoing obligations will apply to the extent that Customer has a separate agreement with the applicable Contributor that allows for broader use of such Contributor's Contributor Data. Nothing in this 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 Contributor is an intended third-party beneficiary of this Section 3 (Contributor Data Sharing in the Business Group).

b. Construction Xchange
(Last updated: March 2021)

1. Construction Xchange. The Product may be used by a Customer or another user of the Product(s) acting as a buyer ("Buyer") and/or a seller ("Seller") of goods and/or services (collectively, "Good(s)") to facilitate the exchange of purchase orders for or the buying and selling of Goods (collectively, "Transaction(s)"). 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.

2. 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. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, 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; AND, IN NO EVENT WILL TRIMBLE BE LIABLE FOR ANY DAMAGES FOR ANY LOSS OF PROFIT OR REVENUE, DATA THAT IS LOST OR CORRUPTED, FAILURE OF SECURITY MECHANISMS, 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.

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 DOLLARS (\$5.00). Not limiting the foregoing, as between Customer and Trimble, Customer assumes the risks of conducting Transactions through the Product 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. Examples of such 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 risks also include the risk of claims from consumers, other purchasers, or end-users of Products or other third parties that have suffered injuries or harm from the Goods. All of the foregoing risks are referred to as "**Transaction Risks**".



3. Transaction Terms. Buyer and Seller 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.**

4. Release; Indemnification. To the fullest extent permitted by applicable law, Customer hereby releases Trimble (and its Affiliates and their agents, contractors, officers and employees) from 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 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 Buyer and Seller.

5. ProjectSight

(Last updated: August 2021)

1. Definitions.

1.1 "**Authorized Users**" shall mean (i) employees of Customer and its Affiliates; (ii) any person who is a contractor, agent, partner, distributor, or supplier engaged to assist Customer in managing or delivering a Project; and (iii) clients of Customer who are collaborating with Customer on a Project, provided the use by any of the foregoing in (ii) and (iii) shall be for the sole purpose of assisting Customer to manage the Project, and not for such parties' or entities' own use.

1.2 "**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.

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

1.4 "**Project Budget**" means the total projected cost allocated to carry out and complete a Project.

2. GAR-Based Subscription. If the Order states a GAR, the Fees for that subscription are calculated based on that GAR. Customer agrees to promptly notify Trimble if the stated GAR increases by more than 20% at any time during the Term. If Customer' GAR increases by more than 20%, Trimble has the right to adjust such fees based on changes in the GAR at its then-current list price for that Product. At the request of Trimble, Customer will promptly provide documentation satisfactory to Trimble evidencing Customer's then-applicable GAR.

3. Project Collaboration. The Product allows Customer to store and share Customer Data in order to facilitate collaboration among internal users and/or third parties involved in one or more Projects.

4. Third-Party Authorized Users. The Product may permit Customer (or its Administrators) to invite third parties to become Authorized Users (such third parties, "**Third-Party Authorized Users**"). Customer authorizes Trimble to share



Customer Data with Third-Party Authorized Users in connection with their use of the Product. As between Customer and any Third-Party Authorized Users, any data or other information uploaded by a Third-Party Authorized User related to the Customer's Project(s) will be deemed Customer Data of Customer. Trimble is not liable for any act or omission of any Third-Party Authorized User.

5. Third-Party Read Only Users. In order to facilitate collaboration with third parties that may not be users of the Product, the Product may allow Customer and its Authorized Users to allow such third parties ("**Third-Party Read Only Users**") limited access to view and/or download certain Customer Data ("**Read Only Customer Data**"). Customer authorizes Trimble to share the Read Only Customer Data with all applicable Third-Party Read Only Users. If the Product allows for unrestricted sharing or a similar option, Customer acknowledges that neither Trimble nor Customer may be able to control who has access to such Read Only Customer Data. By way of illustration, and not limitation, the Product may allow Customer and its Authorized Users to (1) permit access to Read Only Customer Data by generating a hyperlink, and (2) allow any party with access to the hyperlink to become a Third-Party Read Only User. In such instance, any party that is forwarded the link by Customer and its Authorized Users or another party, may have access to the applicable Read Only Customer Data. Trimble shall not be liable for any act or omission of any Third-Party Read Only User.

6. Customer Acknowledgements. Customer is solely responsible for any and all acts or omissions of any Third-Party Authorized Users and Third-Party Read Only Users related to the Product and Customer Data. Third-Party Authorized Users and Third-Party Read Only Users are not intended third-party beneficiaries under this Agreement. Trimble has no liability for how third parties may access or use Customer Data as a result of Customer's or its Authorized Users' acts or omissions, including any decision to share Customer Data with any third parties.

7. Third-Party Terms. The Third-Party Materials include PDF technology powered by PDFNet Mobile SDK, copyright © PDFTron™ Systems Inc., 2001- 2016, and distributed by Trimble under license. All rights reserved. In addition to all of the terms and conditions of the Agreement, Customer (a) will use the PDFNet Mobile SDK (and PDFNetJS) only as an integral component of the Product and (b) will not use the PDFNet Mobile SDK (and PDFNetJS) for development, compilation, debugging and similar design-time purposes. Additional applicable Third-Party Terms with respect to the Product (including, without limitation, any open source software utilized in the Product and the applicable license terms) are listed at <http://go.trimble.com/ProjectSight-Third-Party-Terms>.

8. ProjectSight Service Level Agreement; After Hours Telephone Support.

The ProjectSight is subject to the service level agreement available at: <https://go.trimble.com/Service-Level-Agreement-ProjectSight.html>.

In the event that a critical issue arises outside of the normal Technical Support hours (Monday to Friday, 5 AM PST - 5PM PST), a special team of after-hours Technical Support Specialists are available. Customer must have a current and active subscription without any outstanding balance. Customer acknowledges that after hours support will be invoiced at then-current rates upon completion of services with payment due net 30 days from the date of invoice. Time invoiced will be for actual time that Customer was engaged with Support, not for "stand-by" time.

9. Digital Millennium Copyright Act. If Customer believes that any content submitted to the Product(s) by another user copies Customer's work in a manner that constitutes copyright infringement, Customer will provide the DMCA administrator the written information specified below, as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that Customer claims has been infringed upon;



- A description of where the material that Customer claims is infringing is located;
- Customer's address, telephone number, and e-mail address;
- A statement by Customer that Customer has a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by Customer, made under penalty of perjury, that the above information in Customer's notice is accurate and that Customer is the copyright owner or authorized to act on the copyright owner's behalf.

The DMCA administrator for notice of claims of copyright infringement on the Products can be reached as follows:

DMCA Administrator
Legal Department
Trimble Inc.
935 Stewart Drive
Sunnyvale, CA 94085

6. SketchUp Pro

(Last updated: December 2021)

Certain third-party terms and attributions are available at <https://www.sketchup.com/legal> or a successor website.

7. Tekla Structures Graphite, Diamond, and Model Sharing

(Last updated: December 2021)

1. No Use by Professional Consultants. For any subscriptions or licenses 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 Product 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.

2. Territory Use Only. For any subscriptions or licenses designated as (i) "Domestic" or (ii) "Educational", or (iii) "Evaluation", or (iv) "Flex", or (v) "Standard" or (vi) "Trial", on the applicable Order and/or Documentation, Customer may only use the Product in the geographic territory in which Customer purchased the subscription or license (or such other territory as may be specified in the Order).

8. Trimble Business Center

(Last updated: December 2021)

1. Customer may use the Product in a virtual server environment provided that Customer does not virtualize any license server component of the Product.

2. Third-Party Terms. Certain third-party terms and conditions are available at <https://geospatial.trimble.com/legal> or a successor website.

9. Trimble Connect - all versions

(Last updated: August 2021)

1. Project Collaboration. The Product allows Customer to store and share Customer Data in order to facilitate collaboration among internal users and/or third parties involved in one or more construction or similar projects (each a “Project”).

2. Usage Limitations. Customer may have up to the number of Projects and/or Authorized Users indicated in the Order.

3. Third-Party Authorized Users. The Product may permit Customer (or its Administrators) to invite third parties to become Authorized Users or Administrators on a Project (such third parties, “**Third-Party Authorized Users**”). Customer authorizes Trimble to share Customer Data with Third-Party Authorized Users in connection with their use of the Product. As between Customer and any Third-Party Authorized Users, any data or other information uploaded by a Third-Party Authorized User related to the Customer’s Project(s) will be deemed Customer Data of Customer. Trimble is not liable for any act or omission of any Third-Party Authorized User.

4. Third-Party Read Only Users. In order to facilitate collaboration with third parties that may not be users of the Product, the Product may allow Customer and its Authorized Users to allow such third parties (the “**Third-Party Read Only Users**”) limited access to view and/or download certain Customer Data (the “**Read Only Customer Data**”). Customer authorizes Trimble to share the Read Only Customer Data with all applicable Third-Party Read Only Users. If the Product allows for unrestricted sharing or a similar option, Customer acknowledges that neither Trimble nor Customer may be able to control who has access to such Read Only Customer Data. By way of illustration, and not limitation, the Product may allow Customer and its Authorized Users to (1) permit access to Read Only Customer Data by generating a hyperlink, and (2) allow any party with access to the hyperlink to become a Third-Party Read Only User. In such instance, any party that is forwarded the link by Customer and its Authorized Users or another party, may have access to the applicable Read Only Customer Data. Trimble shall not be liable for any act or omission of any Third-Party Read Only User.

5. Third-Party Projects. Customer and its Authorized Users (including Third-Party Authorized Users) may be invited by a third party to collaborate through the Product on one or more third party Projects. Any access to such Projects will be under the sole control of the third party “Customer(s)” for such Projects (the “**Third-Party Customer(s)**”), and any information, document, materials or other data uploaded to the Service for such Projects by Customer or any of its Authorized Users shall be deemed “Customer Data” of the applicable Third-Party Customers.

6. Customer Acknowledgements. Customer is solely responsible for any and all acts or omissions of any Third-Party Authorized Users and Third-Party Read Only Users related to the Product and Customer Data. Third-Party Authorized Users, Third-Party Read Only Users, and Third-Party Customers are not intended third-party beneficiaries under this Agreement. Trimble has no liability for how third parties may access or use Customer Data as a result of Customer’s or its Authorized Users’ acts or omissions, including any decision to share Customer Data with any third parties.

7. Third-Party Terms. The Product incorporates Open Source Software, a list of which is available at <https://connect.trimble.com/terms-service> under “Third-Party Terms and Attributions.”

8. Digital Millennium Copyright Act. If Customer believes that any content submitted to the Product(s) by another user copies Customer’s work in a manner that constitutes copyright infringement, Customer will provide the DMCA



administrator the written information specified below, as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that Customer claims has been infringed upon;
- A description of where the material that Customer claims is infringing is located;
- Customer's address, telephone number, and e-mail address;
- A statement by Customer that Customer has a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by Customer, made under penalty of perjury, that the above information in Customer's notice is accurate and that Customer is the copyright owner or authorized to act on the copyright owner's behalf.

The DMCA administrator for notice of claims of copyright infringement on the Products can be reached as follows:

DMCA Administrator
Legal Department
Trimble Inc.
935 Stewart Drive
Sunnyvale, CA 94085
