

Supplemental Product Terms for Viewpoint Products (EMEA)

These Supplemental Product Terms for Viewpoint Products (EMEA) supplement the Terms of Service available at <https://www.viewpoint.com/legal/customer-terms> (“**Terms of Service**”) and apply if Customer is located in the United Kingdom or a country in Europe, the Middle East, or Africa and if Customer purchases a subscription to the Products listed at <https://www.viewpoint.com/legal/customer-terms>, as set forth in Customer’s Order. Capitalized terms not defined herein have the meanings given in the Terms of Service.

1. Definitions.

1.1 “**Active Project**” means a Project during any phase of the construction lifecycle during which the Product is being used to manage the Project.

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 (e.g., RIBA Stages 0 to 7 and PRINCE2 Project Stages 1 to 7). For illustration, a Project is identified through the creation and use of a single ‘container’ or ‘file’ within Viewpoint For Projects or a ‘project’ within Viewpoint Field View.

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

1.5 “**Total Project Value**” means the total Project Budget for all Active Projects which the Product is being used to manage.

1.6 “**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.

2. Scope of Use.

2.1 GAR, Project Budget, or Total Project Value. If the Order states a GAR, Project Budget, or Total Project Value, the Fees for that subscription are calculated based on that GAR, Project Budget, or Total Project Value (collectively, “**Scope**”). Customer agrees to promptly notify Trimble if the stated Scope increases by more than 10% at any time during the Term. If Customer’ Scope increases by more than 10%, Trimble has the right to adjust such Fees based on changes in the Scope and 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 Scope.

2.2 Usage Limitations. Customer is responsible for managing its access to and use of the Product(s) based on the applicable Usage Limitations set forth in the Order, these Supplemental Product Terms, and the Agreement, including but not limited to (a) adding and removing Users so as to not exceed the quantity of purchased Users; (b) configuring access to functionality and modules in the Product(s), if applicable; (c) not exceeding data storage limits, if applicable; and (d) managing any additional hosting requirements, such as VPNs, servers, and server software, needed to use any Trimble-approved integrations and Third-Party Platforms. Trimble or a designated third party will have the right to perform a review of Customer’s use of the Product(s) and hosting consumption to verify that Customer is complying with the applicable Usage Limitations, the Order, these Supplemental Product Terms, and the Agreement. If Customer exceeds the Usage Limitations during the Term, Trimble may invoice Customer for the use that exceeded the applicable User Limitations at Trimble’s then-current list price. Customer agrees to pay such an invoice in accordance with this Agreement. If Customer wishes to increase its Usage Limitations, Customer must sign a new Order and pay the applicable Fees.

3. Renewals.

3.1 Enterprise Subscription Renewals. If an Order automatically renews pursuant to Section 7.3 (Renewal Term(s)), the Fees will increase at 20% of the Fees for the prior renewal period. Trimble will use reasonable efforts to contact Customer at least 90 days prior to expiration of a Term to discuss the renewal of Customer's subscription.

3.2 Project-Based Subscription Renewals. Section 7.3 (Renewal Term(s)) will not apply to project-based subscriptions. If Customer purchases a subscription to a Product for a specific named Project, as set forth in the Order, upon the expiration of the Initial Term or any renewal period, the Order shall automatically renew for additional three month periods, until either party provides written notice to the other party of its intent not to renew at least 30 days before the expiration of the then-current Term. The Fees for the first three-month renewal period will remain the same as the Fees for the prior three-month period. The Fees for each additional three-month renewal period thereafter will increase by 10% of the Fees for the prior three-month period. Trimble will use reasonable efforts to contact Customer at least 90 days prior to expiration of a Term to discuss the renewal of Customer's subscription.

4. Security and Access.

4.1 Security. During the Term, Trimble or its third party hosting provider(s) shall establish and maintain reasonable administrative, physical, and technical safeguards designed to (a) protect the security, confidentiality, and integrity of Customer Data; (b) protect against anticipated threats or hazards to the security, confidentiality, and integrity of Customer Data; (c) protect against unauthorized access to or use of Customer Data; and (d) protect against unlawful processing, accidental destruction, or loss of Customer Data.

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

4.3 Access to Customer Data. For 30 days from the expiration or termination of an Order, Trimble will make Customer Data available to Customer upon request for export or download as provided in the Documentation for the applicable Product.

5. Service Level Agreement.

5.1 Availability. Trimble will use commercially reasonable efforts to ensure that Users will be able to log into the Product 99.5% of the time in a month during the Term excluding (a) planned maintenance or upgrades or updates to the Product or Trimble's network, software, or hardware; (b) any error or default caused by or resulting from any act or omission of Customer, others engaged by Customer, or any third party that is not a service provider of Trimble; or (c) any error or default caused by or resulting from any occurrence described in Section 15.7 (Force Majeure), including without limitation interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion, denial of service attacks, or failure of the Internet generally ("**Uptime Commitment**").

5.2 Service Credits. If Trimble does not meet the Uptime Commitment in a month during the Term ("**Outage**"), Customer may apply for a service credit proportional to the percentage of time that the Product did not meet the Uptime Commitment during that month and based on the applicable Fees for the affected Product during that month, excluding Taxes ("**Service Credit**"). The Service Credit will be calculated to the nearest 30-minute interval. The Service Credit for a month may not exceed the monthly recurring Fees for that month.

5.3 Requests for Service Credits. To apply for a Service Credit, Customer must send an email to cloud.escalation@viewpoint.com within 30 days of the Outage. The Service Credit request must contain the dates and times of the Outage and the name of the affected Product. Trimble will evaluate Service Credit requests received from

Customer in relation to the respective availability statistics acquired from Trimble's internal monitoring of the application and server performance. Trimble will have 30 days from receiving a Service Credit request to respond to Customer, and if a Service Credit is due, Trimble will apply that Service Credit to the next invoice.

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

6. Professional Services. If purchased by Customer, Trimble or its authorized service providers will provide Professional Services to Customer described in an exhibit attached to an Order on a mutually agreeable schedule. All Professional Services fees are paid in advance. Any prepaid Professional Services hours not used within 90 days of Customer's signature on the Order for such Professional Services hours will expire. All unused Professional Services fees are non-refundable.

7. Additional Terms.

7.1 **Support Terms.** Software Assurance Terms are available at <https://viewpoint.com/legal/agreements-and-terms> or at any successor website made available by Trimble to Customer.

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

7.3 **Privacy Notice.** Trimble's privacy notice is available at <https://viewpoint.com/legal/privacy-notice> or at any successor website made available by Trimble to Customer.

7.4 **User Terms.** If applicable for a particular Product, each User may be required to accept user terms of service before accessing the Product.

7.5 **Additional Terms for Microsoft Office for the web.** A Product may allow Customer's Users to open, view, edit, and save Microsoft Office for the web files within the Product through an integration. If Customer chooses to activate and use this functionality, this Section applies.

(a) Microsoft Office for the web is a Microsoft service and use of Microsoft Office for the web is subject to Microsoft's terms of use and privacy policy. Customer must purchase a separate commercial subscription from Microsoft in order to be able to edit and save files through the integration with the Product.

(b) Microsoft Office for the web is not intended to support or maintain limits in the presence or storage of customer data files to only servers located in particular geographic locations or to sovereign cloud facilities, when a Microsoft Office for the web application(s) is used to view and edit documents stored in non-Microsoft storage.

(c) Microsoft Office for the web does not support Microsoft's Government Community Cloud (GCC) environment, is intended for commercial customers only, and is not intended to be used by customers who are United States Federal, State, Local, and Tribal governments, contractors holding or processing data on behalf of the U.S. Government who need to comply with FedRAMP, export control, IRS 1075, or CJIS obligations, or any other customer that has data residency requirements.