

## Supplemental Product Terms for Viewpoint Products (NA)

These Supplemental Product Terms for Viewpoint Products (NA) 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 States or Canada and if Customer purchase a license, subscription, or Support for 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. Additional Product Terms.

1.1 On Premises Products. If Customer purchases a license to Licensed Software for deployment on premises, as set forth in the Order, this Section applies.

(a) **Production Copy**. Customer may install one production copy of the Licensed Software with one database (or set of databases for Vista) on a server owned or leased by Customer. Customer is responsible for procuring, installing, configuring, and maintaining all hardware, software, and operating systems required to run the Licensed Software. Depending on the applicable Product, Trimble will use commercially reasonable efforts to install the Licensed Software on a mutually agreed upon schedule.

(b) **Non-Production Copies**. Customer may make up to three nonproduction copies of the Licensed Software for backup, archival, or testing purposes. Depending on the applicable Product, additional fees may apply to install nonproduction copies and for assistance from Trimble with the installation of non-production copies.

1.2 Hosted Products. If Trimble delivers a Product as a Software-as-a-Service or through hosting services, as set forth in the Order, this Section applies.

(a) **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.

(b) **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.

(c) **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.

1.3 Software Assurance for Licensed Software. Additional Fees are required for Software Assurance for Licensed Software. Provided that Customer has paid all applicable Fees, Trimble will provide Customer with Software Assurance during the Term in accordance with the Support Terms. If at any time after ceasing to purchase Software Assurance Customer elects to reinstate Software Assurance, Customer must pay for all back Software Assurance Fees based on then-current list price from the date of the initial expiration of the Software Assurance up to the date of reinstatement and any applicable administrative fees. Software Assurance Fees may be modified if additional Products or Users are purchased by Customer.

## 2. Usage Limitations.

(a) General. Customer is responsible for managing its access to and use of the Products 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 Products, 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 Products 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.

### (b) Vista Usage Limitations.

(i) Data Storage. Trimble provides 500 GB of data storage in its hosted environment for Vista, which includes, but is not limited to, database(s) for Vista, uploaded data, attachments, and third party applications that are hosted for Customer and approved by Trimble. If actual data usage by Customer exceeds this amount in any given month, Trimble reserves the right to invoice Customer for that additional data storage at Trimble's then current rate.

(ii) Concurrent Users. If Customer purchases a subscription to Vista for Concurrent Users, this Section applies. The Vista subscription includes the right for Customer to have a total quantity of Named Users with a right to access and use Vista that is not more than six times the quantity of purchased Concurrent Users stated on the Order. If Customer's Named Users exceed six times the number of purchased Concurrent Users in any month, Trimble reserves the right to invoice Customer for the number of Named Users that exceed this amount for the applicable month at Trimble's then current rate. If Customer wishes to increase its quantity of available Named Users, Customer must purchase additional Concurrent Users by signing a new order. This Section does not affect the separate limitation on the quantity of purchased Concurrent Users that are authorized to access and use Vista simultaneously at a given point in time.

(c) Spectrum Data Storage. Trimble provides a combined 100 GB of data storage in its hosted environment for Spectrum and, if purchased by Customer, Spectrum Employee Kiosk, Spectrum Payroll Time Entry, and Spectrum Service Tech, which includes the database, document imaging, uploaded data, and attachments. If Customer's actual data usage exceeds this amount in any given month, Trimble reserves the right to invoice Customer for that additional data storage at Trimble's then current rate.

(d) ProContractor Data Storage. Trimble provides a combined 200 GB of data storage in its hosted environment for ProContractor, and, if applicable, ProContractor Earthwork, which includes, but is not limited to, database(s) for ProContractor, uploaded data, attachments, and third party applications that are hosted for Customer and approved by Trimble. If actual data usage by Customer exceeds this amount in any given month, Trimble reserves the right to invoice Customer for that additional data storage at Trimble's then current rate.

**3. Service Level Agreement.** If Trimble delivers the Product as a Software-as-a-Service or through hosting services, this Section will apply to that Product.

**3.1 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**").

**3.2 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.

**3.3 Requests for Service Credits.** To apply for a Service Credit, Customer must send an email to [cloud.escalation@viewpoint.com](mailto: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.

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

#### **4. Additional Terms.**

**4.1 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.

**4.2 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.

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

**4.4 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.

#### **5. Third Party Terms.**

**5.1 Microsoft Terms for Hosted Products.** If Customer purchases a subscription to Vista, Spectrum, ProContractor, or associated hosting services as set forth in the Order, Trimble may host certain Microsoft software on Customer's behalf in connection with Customer's access to and use of the Software ("**Microsoft Product**"). Access to and use of the Microsoft Product is subject to and governed by the Microsoft End User License Agreement available at <https://viewpoint.com/legal/agreements-and-terms> or at any successor website made available by Trimble to Customer.

**5.1 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.