

**TRIMBLE
TERMS OF SERVICE
(Microsoft Marketplace Offerings)**

**Version 1.0
[Rev. October 2022]**

These Trimble Terms of Service (this “**Agreement**”) contain terms and conditions that govern subscriptions to Trimble’s Products obtained through the Azure Marketplace, operated by Microsoft, and are entered into by and between Trimble and the entity or person placing an order for or accessing any Products specified in the applicable Order (“**Customer**” or “**you**”). Certain capitalized terms are defined in Exhibit B, and others are defined contextually in this Agreement.

The Order may also be subject to supplemental product terms and conditions separately referenced in the applicable Order (“**Supplemental Product Terms**”).

This Agreement consists of the terms and conditions set forth below, any applicable Supplemental Product Terms, any applicable Support Terms, and the Order. Any conflict or inconsistency will be resolved in the following order of precedence: (1) the Order, (2) the Supplemental Product Terms, (3) the body of this Agreement, and (4) the Support Terms.

The “**Effective Date**” of this Agreement means the earlier of (a) the effective date of the Order, or (b) the date Trimble has first made access to a Product available to Customer, which could be by physical delivery of media (e.g., CD, dongle, etc.) or electronic or access delivery by means of an online provisioning, registration, download or other similar process (“**Initial Product Availability Date**”). This Agreement will govern Customer’s initial purchase(s) on the Effective Date as well as any renewals thereof (unless different terms are specified upon renewal).

If you are accessing or using the Product(s) on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company, and all references to “you” reference your company. **BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR INSTALLING, ACCESSING OR USING ANY PRODUCT(S), YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT. IF YOU HAVE PAID A FEE FOR USE OF THE PRODUCT(S) AND DO NOT AGREE TO THIS AGREEMENT, YOU MAY RETURN THE PRODUCT(S) FOR A FULL REFUND, PROVIDED YOU (A) HAVE NOT INSTALLED, ACCESSED, OR USED THE PRODUCT(S) AND (B) RETURN THE PRODUCT(S) WITHIN 14 DAYS OF YOUR INITIAL PURCHASE.**

1. Products.

1.1. Product Types. The following provisions apply to the applicable Product type (Service or Software) in the Order.

- a) Service. For Product(s) that are a Service, Customer may access and use the Service during the Subscription Term only for its internal business purposes in accordance with the Documentation, Usage Limitations, any applicable Supplemental Product Terms and this Agreement. Unless otherwise specified by Trimble, any Software provided with a Service is subject to the terms applicable to Software under this Agreement.
- b) Software. For Product(s) that are Software, subject to the terms of this Agreement, Trimble hereby grants Customer a non-transferable, non-sublicensable, non-exclusive license solely during the Subscription Term to install, copy and use the Software on systems under Customer’s control only for its internal business purposes in accordance with the Documentation, Usage Limitations, any applicable Supplemental Product Terms and this Agreement. Software is licensed, not sold.

1.2. Authorized Users; Administrators.

- a) Only Authorized Users may access or use any (i) Service or (ii) Software licensed on an Authorized User basis. User IDs are granted to individual, named persons, and each Authorized User will 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 will promptly de-activate such Authorized User’s access. Only 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 Product(s) by its Authorized Users in the aggregate remains within the Usage Limitations. Customer will promptly notify Trimble if it becomes aware of any compromise of its Authorized User login credentials.
- b) If a Product permits administrator access, as described in the Documentation, Customer may designate one or more Authorized Users to be administrators (each an “**Administrator**”) with control over Customer’s Product account, including management of Authorized Users and Customer Data, as described in the Documentation. Customer is fully responsible for its choice of Administrators and any actions they take with respect to the Product. Trimble’s responsibilities do not extend to the internal management or administration of the Product for Customer.

1.3. API Access and Customer Applications.

- a) API. A Product may include one or more application program interfaces (“**API(s)**”) that allows Customer to develop applications, code or services that communicate with the Product (collectively, “**Customer Applications**”). Such APIs, if any, may be available upon request. 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 and conditions. Trimble may modify APIs from time to time, and Trimble is not responsible for the compatibility of any such modifications with Customer Applications.

b) Use of Customer 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 Customer Applications for use solely by Customer's Authorized Users. Customer will not develop Customer Applications for the benefit of, or distribute Customer Applications to, any third party. Customer assumes all risk and liability regarding the development or use of any Customer Applications. Other customers or Trimble itself may independently develop applications similar to Customer Applications.

1.4. Restrictions. Customer will not (and will not permit, encourage, or assist anyone else to) do any of the following: (a) provide access to, distribute, sell or sublicense the Product(s) to a third party, (b) use the Product(s) on behalf of, or to provide any product or service to, third parties, (c) use the Product(s) to develop a similar or competing product or service, (d) reverse engineer, decompile, disassemble or seek to access the source code or non-public APIs to any element of the Product(s), except to the extent expressly permitted by Law (and then only after providing prior written notice to Trimble), (e) modify or create derivative works of the Product(s) or copy any element of the Product(s) (other than in connection with making copies of Software authorized under this Agreement), (f) remove or obscure any proprietary notices in the Product(s), (g) publish benchmarks or performance information about the Products, except to the extent expressly permitted by Law, (h) interfere with the operation or use of the Products by others, circumvent its access restrictions or, without the prior written permission of Trimble, conduct any security or vulnerability test of the Product(s), (i) transmit any viruses or other harmful materials to the Product(s), (j) submit to the Product(s) any information that is inappropriate, defamatory, obscene, salacious or unlawful, or use the Product(s) to defame, harass, stalk, threaten or otherwise violate the rights of others, (k) use the Product(s) to advertise, offer to sell or buy goods, or otherwise for business promotional purposes, or (l) for Software, unless expressly permitted in the Order, Supplemental Product Terms or the Documentation, use or host any Software in a virtual server environment.

1.5. Trials and Betas. If Customer receives access to the Product(s) or any features thereof on a free or trial basis or as an alpha, beta or early access offering ("**Trials and Betas**"), use is permitted only for Customer's internal evaluation to determine whether to purchase a full license or subscription to the Products during the period designated by Trimble (or if not designated, 30 days). If Customer purchases a full license or subscription to the Product(s), this Agreement will apply to Customer's use unless otherwise specified in the applicable Order. Trials and Betas are optional, and Trimble may cease offering Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features that Trimble may never release, and their features and performance information are Trimble's Confidential Information. If the Product(s) include a mechanism that limits access to Trials and Betas, Customer will not attempt to circumvent any such mechanism or restriction. **Notwithstanding anything else in this Agreement: (a) Trimble has no obligation to retain Customer Data used with Trials and Betas, (b) Trimble provides the Trial and Betas "AS-IS" with no warranty, indemnity, service levels or support, and (c) Trimble's liability for Trials and Betas will not exceed US\$50.**

1.6. Educational Versions. Notwithstanding the foregoing, for any version of the Product(s) designated as "educational," or a similar term, Customer may use the Product(s) solely for educational purposes (i.e., by an instructor or a student at an educational institution and while engaged in educational work). Such educational versions may not be used (a) by any other person, (b) by any educational institution for any non-educational purposes, or (c) for any for-profit purpose, including professional work or training offered for a fee, or by commercial entities.

1.7. Internet Connection. Product(s) may require an active Internet connection or other means of electronic communications to operate, which are not the responsibility of Trimble.

1.8. Delivery and Deployment. Product(s), Documentation, and License Keys, if any, will be delivered by electronic means unless otherwise specified on the applicable Order. Delivery is deemed to occur on the date on which a Product and License Keys, if any, are first made available to Customer. Products may gather and transmit to Trimble license compliance and activation data. Customer will not disable, modify or interfere with the operation of any such functionality of the Product(s). Trimble may use the foregoing information to validate the authenticity of Customer's license to the Product(s), to register the Product(s), for license metering, and to protect Trimble against unlicensed or illegal use of the Product(s).

2. Data Rights.

2.1. Data Usage and Ownership.

- a) Customer hereby grants to Trimble and its Affiliates the non-exclusive, worldwide, irrevocable, royalty-free right: (i) to use Customer Data during the Subscription Term to provide the Product(s) and Professional Services to Customer; (ii) to use and disclose Customer Data as otherwise permitted pursuant to this Agreement or any written consent and/or instructions of the Customer; and (iii) on a perpetual basis: (A) to create, use and disclose Anonymized Data for any purpose; and (B) subject to Trimble's confidentiality obligations in Section 13 (Confidentiality) and all applicable Data Protection Legislation, to use Customer Data to develop, maintain and improve the Product(s) and any other products, software, and services of Trimble and/or its affiliates.
- b) 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 Anonymized Data (including, without limitation, any and all intellectual property rights).
- c) Customer will not have access to Customer Data after termination or expiration of the Subscription Term, unless otherwise indicated in the application Documentation, Order, Supplemental Product Terms, or the parties agree otherwise in writing.
- d) In the event of any conflict between the terms of Section 13 (Confidentiality) and this Section 2.1 (Data Usage and Ownership), the terms of this Section 2.1 (Data Usage and Ownership) will control.

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

- a) 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 (i) provided by Customer or on its behalf, or (ii) automatically collected through the Products on Customer's behalf. "Applicable", in this context, means 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.

- b) Each party will comply with all applicable requirements of the Data Protection Legislation that applies to it. This Section 2.2(b) is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the applicable Data Protection Legislation.
- c) The parties acknowledge that: (i) if Trimble processes any Personal Information hereunder, it is on Customer's behalf when performing its obligations under this Agreement and (ii) the Personal Information may be transferred or stored, and/or accessed from outside of the country where Customer's principal place of business is located in order to provide the Product and Trimble's other obligations under this Agreement.
- d) Without prejudice to the generality of Section 2.2(b), Customer will ensure that it has all necessary appropriate consents and notices in place (i) to enable lawful transfer of the personal information to Trimble for the duration and purposes of the Agreement and (ii) to enable Trimble to lawfully use, process and transfer the Personal Information in accordance with this Agreement, including on Customer's behalf.
- e) 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 will execute an applicable data processing addendum.
- f) 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 the terms of this clause (f) apply, and capitalized terms shall have the meanings afforded to them under the CCPA unless otherwise stated. In connection with a Verifiable Consumer Request by a Consumer pursuant to an exercise of rights under CCPA related to Personal Information, (i) Trimble is Customer's Service Provider; (ii) Customer (and not Trimble) will respond to such request; and (iii) if necessary, in connection with such request, Customer will utilize the tools and information provided or made generally available by Trimble, such as Trimble's online portals or APIs and Documentation regarding Trimble's products, software, and services. To the extent such tools do not enable Customer to respond to a Verifiable Consumer 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. Trimble will not retain, use, or disclose Personal Information for any purpose other than as expressly permitted under this Agreement or as otherwise permitted under CCPA. A Verifiable Consumer Request to delete Personal Information will not require Trimble to delete Personal Information required to provide Customer with the Product(s) (as defined in this Agreement), which includes any of Trimble's Service Provider(s) acting on Trimble's behalf to provide the Product(s) (as defined in this Agreement); provided, however, that such Service Provider(s) do not have a separate right to Sell or otherwise use Customer's Personal Information other than as required for Trimble's Business Purposes.

3. Customer Obligations.

3.1. Compliance with Laws. Customer is responsible for complying with all Laws in its use of the Product(s) and any results derived from the Products.

3.2. No High Risk Activities. Customer will not use the Products for High Risk Activities. Customer acknowledges that the Product(s) are not intended to meet any legal obligations for High Risk Activities.

3.3. No Prohibited Data. Customer will not use the Product(s) with Prohibited Data. Customer acknowledges that the Product(s) are 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.

3.4. Customer Data. Customer is responsible for its Customer Data, including its content and accuracy and compliance with Laws. 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 Product(s) and grant Trimble the rights in Section 2.1 (Data Use 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 its Customer Data.

4. Suspension of Access to Products. Trimble may suspend Customer's access to the Product(s) and/or Support, without liability, and in whole or in part, if Customer breaches Section 1.4 (Restrictions) or Section 3 (Customer Obligations), if Customer's account is 10 days or more overdue or if Customer's actions risk harm to other customers or the security, availability or integrity of the Product(s). Where practicable, Trimble will use reasonable efforts to provide Customer with prior notice of the suspension. Once Customer resolves the issue requiring suspension, Trimble will promptly restore Customer's access to the Product(s) in accordance with this Agreement.

5. Certain Product Features. The following provisions apply to the extent applicable to the Product(s).

5.1. Devices. The Product(s) may be compatible with or require use of a device ("Device"). Compatible Devices are specified in the applicable Documentation. Trimble makes no warranties regarding the operation of any Device or continued compatibility of the Product(s) with any such Device. Customer is solely responsible for the configuration and operation of Customer's Device. The results obtained through the Product(s) may be affected by, and Trimble will have no liability for, the compatibility, placement, configuration or operation of Customer's Device, weather or other environmental conditions, color or composition of materials being scanned, or other factors outside of Trimble's control.

5.2. Use with other Trimble Products. The Product(s) may allow Customer to connect with other Trimble products or services. Use of such other products or services that are not part of the Product(s) may require payment of a separate fee and are governed by those products or services' respective terms of service, end user license agreement, or other agreement, and not by this Agreement.

5.3. Scripts. The Product(s) may allow Customer to input and/or develop custom scripts, macros and commands (collectively, “**Scripts**”) that control the operation of the Product(s). Scripts may be available for download or purchase from Trimble or third parties, or created by Customer. Unless otherwise specified by Trimble in writing, Scripts are not part of the Product(s). Customer’s development and/or use of any Scripts are solely at its own risk. To the extent any Scripts are provided by a third party, such Scripts will be deemed to be Third-Party Materials, and may be subject to Third-Party Terms.

5.4. Third-Party Materials.

- a) **Generally.** The Product(s) may provide Customer with access to Third-Party Materials. Third-Party Materials are not deemed to be part of the Product(s). To the extent specified by Trimble (including in any Supplemental Product Terms or Documentation), use of the Third-Party Materials may be subject to additional terms or restrictions (“**Third-Party Terms**”). Customer is solely responsible for its compliance with any Third-Party Terms, and failure to comply with such terms may result in termination of Customer’s right to access any features of the Product(s) that utilize such Third-Party Materials. If no Third-Party Terms are specified, Customer may use Third-Party Materials solely in support of Customer’s authorized use of the Product(s) in accordance with this Agreement.
- b) **Open Source.** The Product(s) may incorporate third-party open source software (“**Open Source**”), as listed in the Documentation or Supplemental Product Terms, or otherwise made available by Trimble. To the extent the terms of the Open Source license prohibit the terms of this Agreement from applying to the Open Source, the terms of the Open Source license will apply to the Open Source on a stand-alone basis instead of this Agreement.
- c) **Content Subscriptions.** This Section 5.4(c) (Content Subscriptions) applies if the Product(s) makes available Third-Party Materials as a data or content subscription (“**Subscription Content**”). If Customer has a separate agreement with Trimble in place regarding the use of Subscription Content (the “**Subscription Content Agreement**”), then such Subscription Content Agreement governs the use of Subscription Content accessed through the Product(s), but not the use of the Product(s) itself, which will be governed by this Agreement. If no Subscription Content Agreement is in place, then, unless otherwise authorized by Trimble in writing, such Subscription Content may only be used solely for Customer’s internal purposes during the applicable Subscription Term and only when accessed pursuant to a manual end user request. Customer will not: (i) access, extract or download any Subscription Content, or portions thereof, in batch or mass by any means, (ii) sell, offer to sell, rent, sublicense or transfer any copies of the Subscription Content, or portions thereof, to a third party or allow a third party to use the Subscription Content; (iii) use the Subscription Content to develop services or products for sale or include any portion of the Subscription Content in any product or service; (iv) use any portion of the Subscription Content to create a competitive service, product or technology; (v) recreate the Subscription Content or create otherwise a separate database or other repository of Subscription Content, (vi) use Subscription Content to train, augment, or correct another database or information repository, or algorithms or (vii) make any portion of the Subscription Content available to the public in any manner. Upon notice from Trimble and/or any termination or expiration of the Subscription Term, Customer will immediately cease using and delete/destroy all electronic and physical copies of Subscription Content.

5.5. Third-Party Platforms.

- a) Customer may choose to use the Product(s) with Third-Party Platforms. Third-Party Platforms are not part of the Product(s). Subject to payment of additional fees, Trimble may host Trimble-approved Third-Party Platforms or integrations to Third-Party Platforms in Customer’s cloud environment for use in connection with the Product(s).
- b) 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 Products and Third-Party Platform. 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 or their providers use Customer Data. If Customer enables a Third-Party Platform with the Product(s), Trimble may access and exchange Customer Data with the Third-Party Platform on Customer’s behalf.
- c) Customer represents and warrants that it shall, and shall require any provider of a Third-Party Platform to: (i) establish and maintain industry standard technical, organizational, physical, and administrative safeguards designed to ensure the security and integrity of the Product(s) and Trimble cloud environment and (ii) comply with the security controls, configuration requirements, and access limitations imposed by Trimble, as may be modified by Trimble from time to time. If Trimble hosts the Third-Party Platform or integration to the Third-Party Platform, Customer represents and warrants to Trimble that Customer has all rights necessary to grant Trimble the right to host the Third-Party Platforms on its behalf.

5.6. Third-Party Application Stores.

- a) **Purchase from Application Store.** If Customer obtained the Product(s) through a third-party application store, marketplace or other site or service (each, an “**Application Store**”), such Application Store is considered a “Reseller” under this Agreement, and Customer’s use of the Product(s) is subject to Section 7.3 (Purchase from Reseller) of this Agreement. Except as expressly set forth in Section 7.3 (Purchase from Reseller), all fees are non-refundable once paid. Customer’s download of the Product(s) may be subject to other terms as specified by the operator of the Application Store from which Customer downloaded the Product(s).
- b) **In App Purchases.** The Product(s) may offer Customer the opportunity to purchase additional functions and/or features from within the application (an “**In App Purchase**”). All billing and transaction processes are handled by the provider of the Application Store (the “**App Store Provider**”) from whose platform Customer downloaded the Product 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 must contact the App Store Provider directly.

6. Support and Professional Services.

6.1. Service Support. During the Subscription Term, Trimble will provide the support and/or maintenance for the Product(s) (“**Support**”) and

service level commitments specified on the applicable Order and/or the Supplemental Product Terms, if any (“**Support Terms**”).

6.2. Professional Services. Professional Services are not covered by this Agreement. If the applicable Order indicates that Trimble will provide any Professional Services to Customer, then Trimble’s provision of and Customer’s receipt of such Professional Services will be governed by Trimble’s then-current standard Professional Services terms, available at <http://www.trimble.com/legal/tandcforservices> or a successor URL, unless otherwise mutually agreed by the parties in writing.

7. Commercial Terms.

7.1. Term; Subscription Commencement Date; Renewal Opt-Out Deadline. Unless otherwise set forth in the Supplemental Product Terms or Order:

- a) the initial Subscription Term for each Product is 12 months from the Subscription Commencement Date, and each Subscription Term will renew for successive 12-month periods unless either party gives the other party notice of non-renewal by the Renewal Opt-Out Deadline; and
- b) the “**Subscription Commencement Date**” for each Product means:
 - (i) if Customer ordered such Product directly from Trimble, the later of (A) applicable Initial Product Availability Date, or (B) the start date of the term indicated in the Order; or
 - (ii) if Customer ordered such Product through a Reseller, the Initial Product Availability Date.
- c) the “**Renewal Opt Out Deadline**” is the date that is 30 days before the expiration of the then-current Subscription Term.

7.2. Fees and Taxes. Fees are as described in each Order. Fees are invoiced on the schedule in the Order and reimbursable expenses are invoiced in arrears. Unless the Order provides otherwise, Customer will pay all fees and expenses within 30 days of the invoice date. Fees for renewal Subscription Terms are at Trimble’s then-current rates, regardless of any discounted pricing in a prior Order. Any amount due under this Agreement that remains unpaid after its due date will bear interest at the lower of 1.5% per month or the maximum rate permitted by Law, calculated from the date such amount was due until the date that payment is received. Customer will pay all costs and expenses of collection (including attorneys’ fees) incurred by Trimble collecting any amounts past due under this Agreement. Subject to any mandatory Laws to the contrary, all fees and expenses are non-refundable except as set out in Section 8.2 (Warranty Remedy). Customer will pay any sales, use, GST, value-added, withholding or similar taxes or levies that apply to its Orders, whether domestic or foreign (“**Taxes**”), other than Trimble’s income tax. Fees and expenses are exclusive of Taxes. Customer will pay any foreign exchange transaction fees and any foreign exchange profits or losses incurred on such transactions.

7.3. Purchase from Reseller. If Customer obtained the Product(s) through an authorized dealer, distributor or reseller of Trimble (“**Reseller**”), the following terms are applicable and will prevail in event of any conflict with any other provisions of this Agreement:

- a) This Agreement is between Trimble and Customer and governs all access and use of the Product(s) by Customer. Resellers are not authorized to modify this Agreement or make any promises or commitments on Trimble’s behalf, and Trimble is not bound by any obligations to Customer other than as set forth in this Agreement. Trimble is not party to (or responsible under) any separate agreement between Customer and Reseller and is not responsible for the Reseller’s acts, omissions, products or services. The applicable Product’s list price for the applicable Subscription Term will be deemed the amount paid or payable by Customer to Trimble under this Agreement for purposes of Section 11 (Limitations of Liability).
- b) Instead of paying Trimble, Customer will pay the applicable amounts to the Reseller, as agreed between Customer and the Reseller. If the Reseller fails to pay Trimble the applicable fees for Customer’s use of the Product(s), Trimble reserves the right to terminate the applicable Subscription Term for such Product(s) and all related rights granted hereunder.
- c) Customer’s order details (e.g., the applicable Product(s), the Subscription Term, Usage Limitations, Authorized Users, and any additional scope of use restrictions) will be as stated in the Order issued by Trimble (i.e., entitlement confirmation). Unless otherwise designated by Trimble, the Reseller is solely responsible for delivering to Customer any Product(s).
- d) In the event Customer is entitled to a refund under this Agreement, Customer must request such refund through the Reseller. Any request sent directly to Trimble may be redirected to the Reseller.

8. Warranties and Disclaimers.

8.1. Limited Warranty. Unless otherwise specified in the Supplemental Product Terms, and subject to any mandatory Laws to the contrary, Trimble warrants to Customer that during the Warranty Period, the Product(s) will perform materially as described in the Documentation. The “**Warranty Period**” is (a) for Software, 90 days from the Effective Date, and (b) for any Service, the duration of the Subscription Term for such Service.

8.2. Warranty Remedy. If Trimble breaches Section 8.1 (Limited Warranty) during the Warranty Period, and Customer makes a reasonably detailed warranty claim within 30 days of discovering the issue, then Trimble will use reasonable efforts to correct the non-conformity or provide a work-around. If Trimble determines such remedy to be impracticable, either party may terminate the affected Order to the extent that it relates to the non-conforming Product(s). Trimble will then refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. Subject to any Laws to the contrary, these procedures are Customer’s exclusive remedy and Trimble’s entire liability for breach of the warranty in Section 8.1 (Limited Warranty). These warranties do not apply to (a) issues caused by misuse or unauthorized modifications, (b) unsupported versions of the Product(s), (c) issues in or caused by Third-Party Platforms or other third-party systems, or (d) Trials and Betas or other educational or evaluation use.

8.3. Disclaimers.

a) **General:** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1 (LIMITED WARRANTY), PRODUCT(S) AND SUPPORT ARE PROVIDED "AS IS". TRIMBLE AND ITS SUPPLIERS MAKE NO (AND HEREBY DISCLAIM ALL) OTHER WARRANTIES, 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. WITHOUT LIMITING ITS EXPRESS OBLIGATIONS IN SECTION 6 (SUPPORT AND PROFESSIONAL SERVICES), TRIMBLE DOES NOT WARRANT THAT CUSTOMER'S USE OF THE PRODUCT(S) WILL BE UNINTERRUPTED OR ERROR-FREE, THAT TRIMBLE WILL REVIEW CUSTOMER DATA FOR ACCURACY, OR THAT IT WILL MAINTAIN CUSTOMER DATA OR OTHER DATA WITHOUT LOSS. TRIMBLE IS NOT LIABLE FOR DELAYS, FAILURES OR PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE TRIMBLE'S CONTROL. TRIMBLE WILL NOT BE LIABLE IN ANY MANNER FOR THE OUTPUT OBTAINED THROUGH USE OF THE PRODUCT(S) OR CUSTOMER'S RELIANCE ON SUCH OUTPUT. CUSTOMER IS RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT AND CONTROL OF CUSTOMER'S USE OF THE PRODUCT(S). THIS RESPONSIBILITY INCLUDES THE DETERMINATION OF APPROPRIATE USES FOR THE PRODUCT(S) AND THE SELECTION OF THE PRODUCT(S) 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 PRODUCT(S). CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD.

b) **Customer Applications.** Trimble hereby disclaims any warranty, support or other obligations with respect to any Customer Applications.

c) **Scripts.** Subject to Laws to the contrary, Scripts are provided "AS IS" and Trimble hereby disclaims any warranty, support, or other obligations with respect to any Scripts, including, without limitation, any Scripts provided by Trimble.

d) **Third-Party Materials and Third-Party Platforms.** Third-Party Materials and Third-Party Platforms are provided "AS IS," and Customer assumes all risk and liability regarding any use of (or results obtained through) Third-Party Materials or Third-Party Platforms. Trimble and its suppliers make no warranty or guarantee regarding any Third-Party Materials or Third-Party Platforms, including regarding their accuracy or continued availability or compatibility.

e) **High Risk Activities and Prohibited Data.** Trimble and its suppliers specifically disclaim any responsibility for, and will not be liable in any manner arising from, any use of the Product(s) in connection with High Risk Activities or with any Prohibited Data.

f) **Global Positioning Data.** Trimble and its 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. Customer acknowledges that use of the Products is 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, and interference by users of the same or adjacent radio channels may limit or interfere with coverage.

9. **Term and Termination.**

9.1 **Term.** This Agreement starts on the Effective Date and continues until expiration or termination of all Subscription Terms for all Product(s).

9.2 **Termination.** Either party may terminate this Agreement (including all Orders) if the other party (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after notice, (b) ceases operation without a successor or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.

9.3 **Effect of Termination.** Upon expiration or termination of this Agreement or an Order, Customer's right to use the Product(s) (including its license to any Software) will cease, and Customer will immediately cease any and all use of and access to the Product(s) and will delete (or, upon request, return) all copies of any Software. At the disclosing party's request, upon expiration or termination of this Agreement, the receiving party will delete all of the disclosing party's Confidential Information (excluding Customer Data, which is addressed in Section 2.1 (Date Usage and Ownership). Customer Data and other Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to this Agreement's confidentiality restrictions.

9.4 **Survival.** These Sections survive expiration or termination of this Agreement: 1.4 (Restrictions), 2.1 (Data Usage and Ownership), 3 (Customer Obligations), 7.2 (Fees and Taxes), 8.3 (Disclaimers), 9.3 (Effect of Termination), 9.4 (Survival), 10 (Ownership), 11 (Limitations of Liability), 12 (Indemnification), 13 (Confidentiality), 15 (General Terms), and Exhibit B (Definitions). Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

10. Ownership. Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Customer's use rights in this Agreement, Trimble and its licensors retain all intellectual property and other rights in the Products(s), Documentation, other deliverables and related Trimble technology, templates, formats and dashboards, including any modifications or improvements to these items made by Trimble. If Customer provides Trimble with any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the Product(s) ("**Feedback**"), Customer hereby grants to Trimble and its Affiliates a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and otherwise exploit the Feedback.

11. Limitations of Liability.

11.1. Consequential Damages Waiver; Liability Cap. EXCEPT FOR EXCLUDED CLAIMS (AS DEFINED BELOW), TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF A PARTY HAS BEEN APPRISED 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, IN NO EVENT WILL (A) EITHER PARTY (OR ITS SUPPLIERS) BE LIABLE FOR DAMAGES FOR 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 OR (B) EACH PARTY'S (AND ITS SUPPLIERS') ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED IN THE AGGREGATE THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO TRIMBLE DURING THE PRIOR 12 MONTHS UNDER THIS AGREEMENT FOR THE APPLICABLE PRODUCT(S) GIVING RISE TO THE LIABILITY. SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OF LIABILITY FOR DEATH, PERSONAL INJURY, FRAUDULENT MISREPRESENTATIONS OR CERTAIN INTENTIONAL OR NEGLIGENT ACTS, OR VIOLATION OF SPECIFIC STATUTES, OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH AN EVENT, THE FOREGOING LIMITATION(S) WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11.2. Excluded Claims. "Excluded Claims" means: (a) Customer's breach of Section 1.3 (API Access and Customer Applications), 1.4 (Restrictions), 3 (Customer Obligations), or 5.4 (Third-Party Materials), (b) either party's breach of Section 13 (Confidentiality) (but excluding claims relating to Customer Data); (c) amounts payable to third parties under Customer's obligations in Section 12 (Indemnification), or (d) any liabilities that cannot be excluded or limited by Laws.

11.3. Nature of Claims and Failure of Essential Purpose. The waivers and limitations in this Section 11 (Limitations of Liability) 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 in this Agreement fails of its essential purpose.

12. Indemnification. Customer will defend, indemnify and hold harmless Trimble from and against any and all third-party claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with (a) any Customer Data, Third-Party Platforms, or third-party Devices, (b) Customer's breach or alleged breach of Section 3 (Customer Obligations), Section 5.4 (Third-Party Materials), or Section 5.7 (Third-Party Platforms) (each, a "Claim"). Trimble will give Customer prompt written notice of any Claim and will cooperate in relation to the Claim at Customer's expense. Customer will have the exclusive right to control and settle any Claim, except that Customer may not settle a Claim without Trimble's prior written consent (not to be unreasonably withheld) if the settlement requires Trimble to admit any liability or take any action or refrain from taking any action (other than ceasing use of infringing materials). Trimble may participate in the defense of any Claim at its expense.

13. Confidentiality.

13.1. Definition. "Confidential Information" means information disclosed to the receiving party under this Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Trimble's Confidential Information includes the terms and conditions of this Agreement and any technical or performance information about the Product(s), Support, or Professional Services. Customer's Confidential Information includes Customer Data.

13.2. Obligations. As a receiving party, each party will use reasonable care to protect the disclosing Party's Confidential Information from being disclosed to third parties except as permitted in this Agreement, including, without limitation, in Section 2.1 (Data Usage and Ownership), and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party may disclose Confidential Information to its employees, agents, Affiliates, contractors and other representatives having a legitimate need to know (including, for Trimble, the subcontractors referenced in Section 15.8 (Subcontractors)), provided it remains responsible for their compliance with this Section 13 (Confidentiality) and they are bound to confidentiality obligations no less protective than this Section 13 (Confidentiality).

13.3. Exclusions. These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party, (b) it rightfully knew or possessed prior to receipt under this Agreement, (c) it rightfully received from a third party without breach of confidentiality obligations or (d) it independently developed without using the disclosing party's Confidential Information.

13.4. Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 13 (Confidentiality).

13.5. Required Disclosures. Nothing in this Agreement prohibits either party from making disclosures, including of Customer Data and other Confidential Information, if required by Law, subpoena or court order, provided (if permitted by Law) it notifies the other party in advance and reasonably cooperates in any effort to obtain confidential treatment.

14. Publicity. Neither party may publicly announce this Agreement except with the other party's prior consent or as required by Law. Trimble may include Customer and its trademarks in Trimble's customer lists and promotional materials but will cease this use at Customer's written request.

15. General Terms.

15.1. Assignment. Trimble may assign this Agreement upon notice to Customer. Customer may not assign or transfer this Agreement (by operation of law or otherwise) without the prior consent of Trimble. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

15.2. Notices. Except as set out in this Agreement, any notice or consent under this Agreement must be in writing and will be deemed

given: (a) upon receipt if by personal delivery, (b) upon receipt if by certified or registered mail (return receipt requested) or (c) one day after dispatch if by an internationally reputable commercial overnight delivery service. If to Trimble, notice must be provided to the address in Exhibit A, with a copy to Trimble Inc., Attn: General Counsel – Important Legal Notice, 935 Stewart Drive, Sunnyvale, CA 94085, USA. If to Customer, Trimble may provide notice to the address Customer provided at registration or on the Order. Either party may update its address with notice to the other party. Trimble may also send general and operational notices to Customer by email or through the Products.

15.3. Entire Agreement. This Agreement (which includes the Order and all applicable, the Supplemental Product Terms, Support Terms, Product Policies) is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. The terms in any Customer purchase order, business form, or other similar documents will not amend or modify this Agreement and are expressly rejected by Trimble; any of these Customer documents are for administrative purposes only and have no legal effect.

15.4. Modifications to Agreement. Subject to Section 15.5 (Modifications to Product Policies) below, Trimble may modify this Agreement from time to time with notice to Customer. Modifications take effect at Customer's next Subscription Term, if any, for an existing Order, or from the start of a new Order, unless Trimble indicates an earlier effective date. If Trimble requires modifications with an earlier effective date and Customer objects in writing, then Trimble may permit such modifications to take effect at the date indicated above. If Trimble declines to do so, Customer's exclusive remedy is to terminate this Agreement with notice to Trimble, in which case Trimble will provide Customer a refund of any applicable pre-paid Product fees for the terminated portion of the then-current Term. To exercise this termination right, Customer must notify Trimble of its objections within 30 days after Trimble's notice of the modified Agreement. Once the modified Agreement takes effect, Customer's continued use of the Product(s) constitutes its acceptance of the modifications. Trimble may require Customer to click to accept the modified Agreement.

15.5. Modifications to Product Policies. Product Policies are not subject to Section 15.4 (Modifications to Agreement). With notice to Customer, Trimble may modify the Product Policies to reflect new features or changing practices, but the modifications will not materially decrease Trimble's overall obligations during a Subscription Term.

15.6. Waivers and Severability. Waivers must be in writing signed by the waiving party's authorized representative and cannot be implied from conduct. Each provision contained in this Agreement constitutes a separate and distinct provision severable from all other provisions. If any provision (or any part thereof) is unenforceable under or prohibited by any present or future law or is held by a court of competent jurisdiction to be invalid, void or unenforceable, then such provision (or part thereof) will be amended, and is hereby amended, so as to be in compliance with such law, while preserving to the maximum extent possible the intent of the original provision. Any provision (or part thereof) that cannot be so amended will be severed from this Agreement, and all the remaining provisions of this Agreement will remain unimpaired.

15.7. Force Majeure. Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license, pandemics or natural disaster.

15.8. Subcontractors. Trimble may use subcontractors and permit them to exercise Trimble's rights in connection with this Agreement, including for hosting purposes. Trimble remains responsible for compliance of any such subcontractor with this Agreement and for its overall performance under this Agreement.

15.9. Independent Contractors. The parties are independent contractors, not agents, partners or joint venturers.

15.10. Export Restrictions. Customer acknowledges that the Product(s) are subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer will not, and will not allow any third party to, remove or export from the United States or allow the export or re-export of any part of the Product(s) or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, Laws of United States, or any foreign agency or authority. Customer warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Product(s) are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government. Customer will defend, indemnify, and hold harmless against any liability (including attorneys' fees) arising out of Customer's failure to comply with the terms of this Section. Customer's obligations under this Section will survive the termination of this Agreement for any reason whatsoever.

15.11. Anti-Corruption. Each party shall, and shall require that its officers, employees, and agents, (a) comply with all applicable anti-corruption and anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act of 1997 and the U.K. Bribery Act 2010, each as amended and including any rules or regulations thereunder; (b) not directly or indirectly offer, promise, or give any person working for or engaged by the other party a financial or other advantage to induce that person to perform improperly a relevant function or activity or reward that person for improper performance of a relevant function or activity; and (c) not directly or indirectly request, agree to receive, or accept any financial or other advantage as an inducement or reward for improper performance of a relevant function or activity in connection with this Agreement.

15.12. Government End-Users. Elements of the Product(s) are commercial computer software. If the user or licensee of the Product(s) is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Product(s) or any related documentation of any kind, including technical data and manuals, is restricted 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 Product(s) were developed fully at private expense. All other use is prohibited.

15.13. 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. The parties to this Agreement may rescind or vary this Agreement without the consent of any such third party beneficiaries.

15.14. Official Language. The official language of this Agreement is English. If there is a conflict between versions of this Agreement in any other language, the English language version controls.

15.15. Trimble Entity; Governing Law and Venue. "Trimble," for purposes of this Agreement, will mean the "Trimble Entity" set forth on Exhibit A. The Agreement is governed exclusively by, and construed and enforced exclusively in accordance with, the laws of the applicable jurisdiction set forth on Exhibit A under "Governing Law", without regard to or application of its conflicts of laws provisions and without regard to or application of the United Nations Convention on the International Sale of Goods. The parties agree that any legal proceeding arising out of or related to this Agreement will be subject to the sole and exclusive jurisdiction and venue set forth on Exhibit A under "Exclusive Venue/Jurisdiction," to the exclusion of all others. Each party irrevocably consents and hereby submits to the personal jurisdiction thereof.

15.16. Jury Trial Waiver. If the Agreement is governed by U.S. law, this Section 15.16 (Jury Trial Waiver) applies. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

15.17. Australia-Specific Terms. If Customer purchases the Product(s) in Australia, this Section shall apply. 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. For purposes of the following limitation of liability statement, the parties intend for the following: "service" means Products deployed as a Service, and "goods" means Software. 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): (i) in the case of the goods, to repairing or replacing the goods, supplying equivalent goods, or paying the costs of repairing or replacing the goods or acquiring equivalent goods; and (ii) in the case of the services, to re-supplying the services or paying the cost of re-supplying the services. Nothing in these terms excludes, restricts, or modifies any condition, warranty, right, or remedy implied or imposed by any statute or regulation which cannot lawfully be excluded, restricted, or modified. Nothing in these terms is intended to derogate from Trimble's obligations under the Privacy Act 1988 (Cth) as amended from time to time.

EXHIBIT A
TRIMBLE ENTITY, GOVERNING LAW, AND VENUE/JURISDICTION

If Trimble Inc. or Trimble Europe B.V. is identified as the contracting party on the Order, the following applies to that Order:

Trimble Entity*	Governing Law	Exclusive Venue/Jurisdiction
Trimble Inc. 10368 Westmoor Drive Westminster, CO 80021 United States of America	Delaware	State of Delaware and United States federal courts located in Wilmington, Delaware
Trimble Europe B.V. Industrieweg 187a 5683 CC, Best The Netherlands	The Netherlands	Courts of Amsterdam

*See additional notice address for Trimble in Section 15.2 (Notices).

EXHIBIT B
DEFINITIONS

16. 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.

"Anonymized Data" means any data collected in connection with the Product(s) (including Customer Data) 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 when it is shared outside of Trimble or its Affiliates.

"Authorized User" means (a) any employee or contractor of Customer that Customer allows to use the Product(s) for its sole benefit, and/or (b) any other party(ies) expressly permitted to be "Authorized Users" in this Agreement (including the Order or any Supplemental Product Terms), if any.

"Customer Data" means any information, documents, materials, or other data of any type that is input by or on behalf of Customer into the Product(s), including without limitation information or data that is submitted manually by Authorized Users or through a Third-Party Platform, or that Customer may provide to Trimble in connection with receipt of Support.

"Documentation" means Trimble's then-current usage guidelines and standard technical documentation applicable to the Products.

"High Risk Activities" means any mission critical, hazardous, strict liability or other activity(ies) where use or failure of the Product(s) could lead to death, personal injury or physical or environmental damage. Examples of High Risk Activities include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, autonomous vehicles, air traffic control, emergency services, weaponry systems. High Risk Use does not include utilization of Cloud Service for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.

"Law(s)" means all applicable 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.

"License Keys" means electronic passwords or other enabling mechanisms provided for use with Software.

"Order" means (a) any ordering documents, proposals, quotations, sales agreement or similar documents issued by Trimble or executed by both parties or, or (b) any Trimble-issued entitlement confirmation or online order acknowledgement, in each case of (a) or (b) for the Products or Support for Software.

"Product Policies" means the applicable Support Terms, acceptable use policies, service level commitments, or other policies referenced in this Agreement (including, without limitation, the Order or Supplemental Product Terms) for a Product.

"Professional Services" means any training, enablement, configuration or other professional consulting services provided by Trimble related to the Product(s), as identified in the Order.

"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.

"Service" means a Trimble proprietary cloud service, as identified in the relevant Order and as modified from time to time. Service includes Documentation but does not include Third-Party Materials or Third Party Platforms.

"Software" means the object code form of Trimble's proprietary installed software product, as identified in the relevant Order. The Software includes the Documentation, and any maintenance releases of the same Software product provided by Trimble (or a Reseller) to Customer under this Agreement, and optional software component module(s) that provides specific features and functionality enhancements for Software not available in the standard configuration of the Software. Software does not include Third-Party Materials or Third Party Platforms.

"Subscription Term(s)" means the period of time, as identified in an Order, for which Customer is at any point in time currently authorized to use a Service or licensed to use a Software (including if perpetual).

"Third-Party Materials" means any third-party data, content or proprietary software.

"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 Product(s).

"Trimble" means the Trimble entity identified on Exhibit A.

"Usage Limitations" means Customer's authorized scope of use for the Product(s) specified in the applicable Order or Supplemental Product Terms, which may include any user, seat, copy, instance, CPU, computer, field of use, location or other restrictions.

