TRIMBLE TERMS OF SERVICE

Hosted Services
11 May 2020

Trimble.

TRIMBLE TERMS OF SERVICE
(Last updated: May 2020)

These Trimble Terms of Service (the "**Terms**") is entered into by and between Trimble Inc. or the Trimble affiliate identified on the Order ("**Trimble**") and the entity or person placing an order for, accepting these Terms by way of an online registration process, or accessing any Service specified in the applicable Order ("**Customer**" or "**you**"). Each Order together with these Terms form a separate agreement between the parties (each an "**Agreement**") and each Agreement consists of these Terms (including, the product-specific terms and conditions set forth on Exhibit A (the "**Product-Specific Terms**", the region-specific terms and conditions set forth in Exhibit B (the "Region-Specific Terms"), and any other applicable appendices and/or exhibits) and any Order. Certain capitalized terms are defined in Section 17 (Definitions) and others are defined contextually in these Terms.

The "**Effective Date**" of each Agreement is the effective date of the Order. This Agreement will govern Customer's initial subscription to the Service as well as any future follow up Orders for the same Service, for example for additional users, and renewals, unless different terms and conditions are agreed upon by writing.

1. **Overview**. The Agreement governs Customer's and its authorized Users' use of the Service no matter how accessed, including via a mobile, tablet or web application.

2. **The Service**.

2.1. Permitted Use. During the Subscription Term, Customer may access and use the Service only the Purpose in accordance with the Documentation and this Agreement, including any usage limits in an Order or the Product-Specific Terms. Unless otherwise specified by Trimble, Customer's limited access and usage rights include the right to copy and use the Service-Related Software as part of Customer's authorized use of the Service.

2.2. Authorized Users. Only Authorized Users may access or use the Service. User IDs are granted to individual, named persons, and Customer shall ensure that each Authorized User must keep its login credentials confidential and not share them with anyone else. Customer is responsible for its Authorized Users' compliance with this Agreement and actions taken through their accounts. In the event an Authorized User is no longer an employee or contractor of Customer or an Affiliate, Customer is solely responsible for de-activating such Authorized User's access. Customer will promptly notify Trimble if it becomes aware of any compromise of its Authorized User login credentials.

2.3. Restrictions. Unless otherwise expressly set forth in these Terms or the Order, Customer will not (and will not permit anyone else to) do any of the following: (a) provide access to, distribute, sell, rent or sublicense the Service to a third party, (b) use the Service on behalf of, or to provide any product or service to, third parties, (c) use the Service to develop a similar or competing product or service, (d) reverse engineer, decompile, modifying, disassemble or seek to access the source code, data, public or non-public APIs to the Service, except to the extent expressly permitted by Law (and then only with prior notice to Trimble), (e) modify or create derivative works of the Service or copy any element of the Service (other than authorized copies of the Service-Related Software), (f) remove or obscure any proprietary notices in the Service, (g) publish benchmarks or performance information about the Service, (h) interfere with the Service's operation or its use by others, circumvent its access restrictions or conduct any security or vulnerability test of the Service, (i) transmit any viruses or other harmful materials to the Service, (j) submit to the Service any information that is inappropriate, defamatory, obscene, salacious or unlawful, or use the Service to defame, harass, stalk, threaten or otherwise violate the rights of others (k) use the Service to advertise, offer to sell or buy goods, or otherwise for business promotional purposes, or (l) providing your password to any other person or using any other person's username and password.

2.4. Support and/or Service Levels. During the Subscription Term, Trimble will provide the support for the Service ("**Support**") and service levels specified on the Order or the Product-Specific Terms, if any.

2.5. Trials and Betas. If Customer receives access to the Service or Service features 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 subscription to the Service during the period designated by Trimble (or if not designated, 30 days). If Customer purchases a full subscription to the Service, 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 Service includes 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 no warranty, indemnity, service levels or support for Trials and Betas and (c) Trimble's liability for Trials and Betas will not exceed US$50 or EUR50.**.

3. **Data Rights**

3.1. Customer Data.

a) Definition. "**Customer Data**" means any data, content or materials that Customer (including its Authorized Users) submits to the Service, including from Third-Party Platforms.

b) Customer Data Use. Customer grants Trimble the non-exclusive, worldwide right to use, copy, store, transmit, publicly perform, display, modify and create derivative works of Customer Data (as defined below) in order to provide, maintain and improve the Service and related Support, and, to the extent applicable, to provide any Professional Services.

c) Security; Customer Data Storage. Trimble uses reasonable technical and organizational measures designed to protect the Service and Customer Data. Trimble does not provide an archiving service. Trimble agrees only that it will not intentionally delete any Customer Data from the Service during the Subscription Term. Trimble expressly disclaims all other obligations

with respect to storage. For the avoidance of doubt, after expiration or termination of the Subscription Term, Trimble may delete Customer Data at any time in its sole discretion.

d) <u>Customer Data Ownership</u>. Except for Trimble's use rights set forth in the Agreement, as between the parties, Customer retains all intellectual property and other rights in Customer Data provided to Trimble.

3.2. <u>Trimble Data</u>.

a) <u>Definitions</u>.

    i. "**Trimble Data**" means any and all data related to the Service (excluding Customer Data), including without limitation Usage Data and Anonymous Data.

    ii. "**Anonymous Data**" means any other data related to the Service (including, without limitation, Customer Data) that has been aggregated and/or anonymized in such manner that neither Customer nor any of its Authorized Users can be identified from the data.

b) <u>Ownership and Use</u>. Subject to the terms and conditions of the Agreement, Trimble owns all right, title and interest in Trimble Data (including, without limitation, any and all intellectual property rights) and can use Trimble Data without restriction or royalty of any kind.

c) <u>Aggregated Anonymous Data</u>. Notwithstanding anything to the contrary herein, Customer agrees that Trimble and its affiliates may use, process, manipulate, modify, copy, publicly perform and display, compile, and create derivative works from Customer Data and any other data related to the Service to create Anonymous Data, including, but not limited to, using such Anonymous Data for any internal business purpose, and for the improvement, support, and operation of the Service, and/or the development of other products or service capabilities. Customer hereby acknowledges and agrees that Trimble and its affiliates may disclose to third parties Anonymous Data. Further, all Anonymous Data, all service data, usage data, and other data that does not identify Customer and any data that is derived from the Customer Data and all data, reports, derivative works, compilations, modifications and other materials created by Trimble from or with use of such data will be, in each case, the sole and exclusive property of Trimble, without any fees and without rights to future royalties payable to Customer.

3.3. <u>Personal Information; Data Protection</u>.

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 (a) provided by Customer or on its behalf, or (b) automatically collected through the Service on Customer's behalf. "Applicable", in this context, shall mean the Data Protection Legislation applicable to Customer at Customer's principal place of business or to Trimble at Trimble's principal place of business, and such laws that Customer notifies Trimble in writing of that apply to the parties.

b) Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 3.3(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) If the processing of Personal Information by Trimble is subject to the the General Data Protection Regulation ((EU) 2016/679); or the Data Protection Act 2018 of the United Kingdom, then in addition, the terms and conditions of the data processing addendum attached hereto as <u>Exhibit C</u> shall apply.

d) 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.), then in addition, in connection with a verified request by a data subject pursuant to an exercise of rights under applicable Data Protection Legislation related to Personal Information, Customer agrees and acknowledges that Trimble is Customer's service provider, that Customer (and not Trimble) will respond to such request, and that if necessary in connection with such verified request Customer will utilize the tools and information provided or made generally available by Trimble, such as Trimble's online portals or APIs and standard documentation regarding Trimble's products, software and services. To the extent such tools do not enable Customer to respond to a verified request, upon Customer's request Trimble will provide reasonable assistance with respect to Personal information in Trimble's systems that is required for Customer's response to such request. Trimble's obligation to respond to a request to delete Personal Information does not include Trimble's right to maintain and use Personal Information required to provide Customer with the Service, which includes any of Trimble's service provider(s) acting on Trimble's behalf to provide the Service; provided that such service provider(s) do not have a separate right to sell or use Customer's Personal Information other than as required for Trimble's business purposes.

4. Customer Obligations.

4.1. <u>Generally</u>. Customer is responsible for its Customer Data, including its content and accuracy, and agrees to comply with Laws in using the Service. 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 Service and grant Trimble the rights in Section 3.1.a (Customer Data Use), all without violating or infringing Laws, third-party rights (including intellectual property, publicity or privacy rights) or any terms or privacy policies that apply to the Customer Data.

4.2. <u>Prohibited Uses</u>. Customer must not use the Service with Prohibited Data or for High Risk Activities. Customer acknowledges that the Service is not intended to meet any legal obligations for these uses, including HIPAA requirements, and that Trimble is not a Business Associate as defined under HIPAA. Notwithstanding anything else in this Agreement, Trimble has no liability for Prohibited Data or use of the Service for High Risk Activities.

5. Suspension of Service. Trimble may suspend Customer's access to the Service and related services, without liability, and in whole or in part, if Customer breaches Section 2.3 (Restrictions) or Section 4 (Customer Obligations), if Customer's account is 30 days or more overdue or if Customer's actions risk harm to other customers or the security, availability or integrity of the Service. 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 Service in accordance with this Agreement.

6. **Third-Party Platforms**. Customer may choose to use the Service with Third-Party Platforms. Use of Third-Party Platforms is subject to Customer's agreement with the relevant provider and not the Agreement. 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 Service, Trimble may access and exchange Customer Data with the Third-Party Platform on Customer's behalf.

7. **Professional Services**. Professional Services are not covered by these Terms. Unless otherwise agreed in writing by the parties, any Professional Services to be provided by to Customer will be governed by Trimble's 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.

8. **Commercial Terms**.

8.1. Subscription Term. The initial Subscription Term shall be as set forth in the Order. The Subscription Term shall also include any renewal terms.

8.2. Fees and Taxes. Fees for any initial and/or renewal Subscription Terms are as described in the Order. Fees are invoiced on the schedule in the Order and reimbursable expenses are invoiced in arrears. Unless the Order provides otherwise, all fees and expenses are due within 30 days of the invoice date. Late payments are subject to a service charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. All fees and expenses are non-refundable except as set out in Section 9.2 (Warranty Remedy). Customer is responsible for 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.

9. **Warranties and Disclaimers**.

9.1. Limited Warranty. Unless otherwise specified in the Product-Specific terms, Trimble warrants to Customer that the Service will perform materially as described in the Documentation.

9.2. Warranty Remedy. If Trimble breaches Section 9.1 (Limited Warranty) 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. If Trimble determines in its reasonable discretion that such remedy to be impracticable, Trimble may, in its sole option, terminate the affected Order as relates to the non-conforming Service, and if practicable will then refund to Customer the pro rata portion of any pre-paid, unused fees for the terminated portion of the Subscription Term applicable to such on-conforming aspect of the Service. These procedures are Customer's exclusive remedy and Trimble's entire liability for breach of the warranty in Section 9.1. These warranties do not apply to (a) issues caused by misuse or unauthorized modifications, (b) issues in or caused by Third-Party Platforms or other third-party systems or (c) Trials and Betas or other free or evaluation use.

9.3. Disclaimers. **Except as expressly provided in Section 9.1 (Limited Warranty), the Service, Support and all related Trimble services are provided "AS IS". Trimble and its suppliers make no other warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title or noninfringement. Without limiting its express obligations in Section 2.4 (SLA and Support), Trimble does not warrant that Customer's use of the Service will be uninterrupted or error-free, that Trimble will review Customer Data for accuracy or that it will maintain Customer 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 whatsoever for the output obtained through use of the Service or Customer's reliance on such output. Customer is responsible for the supervision, management and control of Customer's use of the Service. This responsibility includes the determination of appropriate uses for the Service and the selection of the Service 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 Service. Certain functionalities of the service can be configured to process utilization data about the location of specific individuals. As between customer and Trimble, Customer is solely responsible for collecting all necessary permissions for the collection, use and storage of such location data. Customer may have other statutory rights. Any statutorily required warranties will be limited to the shortest legally permitted period and/or to the greatest extent permitted by law.**

10. **Term and Termination**.

10.1. Term. This Agreement starts on the Effective Date and continues until expiration or termination of the Subscription Term, including any and all renewals thereof.

10.2. 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.

10.3. Effect of Termination. Upon expiration or termination of this Agreement or an Order, Customer's access to the Service will cease. 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 3.1.d (Customer Data Storage). 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.

10.4. Survival. These Sections survive expiration or termination of this Agreement: 2.3 (Restrictions), [3.2 (Trimble Data), 4 (Customer Obligations), 8.2 (Fees and Taxes), 9.3 (Disclaimers), 10.3 (Effect of Termination), 10.4 (Survival), 11 (Ownership), 12 (Limitations of Liability), 13 (Indemnification), 14 (Confidentiality), 15 (Required Disclosures), 17 (General Terms) and 18 (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.

11. **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 Service, any Professional Services 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 feedback or suggestions regarding the Service or other Trimble products or services, Trimble may use the feedback or suggestions without restriction or obligation.

12. **Limitations of Liability**.

12.1. Consequential Damages Waiver. **Except for Excluded Claims, neither party (nor its suppliers) will have any liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, failure of security mechanisms, interruption of business or any indirect, special, incidental, reliance or consequential damages of any kind, even if informed of their possibility in advance**.

12.2. Liability Cap. **Except for Excluded Claims, each party's (and its suppliers') entire liability arising out of or related to this Agreement will not exceed in aggregate the amounts paid or payable by Customer to Trimble under this Agreement during the 12 months prior to the first event giving rise to such liability and related liabilities under this Agreement**; **except in the event of Trimble's breach of section 3.1(b) (security), in which case Trimble's and its suppliers' liability will not exceed 3 times the amount actually paid by Customer to Trimble under this Agreement during the 12 months prior to the first event giving rise to such liability and any related liabilities under this Agreement.**

12.3. Excluded Claims. "**Excluded Claims**" means: (a) Customer's breach of Section 2.3 (Restrictions), 4 (Customer Obligations), 14 (Confidentiality) or 17.11.b (Third-Party Materials), (b) Customer's payment obligations, (c) amounts payable to third parties under Customer's obligations in Section 13 (Indemnification), and (d) any liabilities that cannot be excluded or limited by applicable laws.

12.4. Nature of Claims and Failure of Essential Purpose. The waivers and limitations in this Section 12 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.

13. **Indemnification**.

13.1. Trimble Indemnification. Trimble shall defend and indemnify Customer from and against any claim of infringement of a patent, copyright, or trademark or other intellectual property right, in each case registered in an IP Geography (as defined below), asserted against Customer by a Third Party based upon Customer's use of the Service in accordance with the terms of this Agreement, provided that Trimble shall have received from Customer: (a) prompt notice of such claim (but in any event notice in sufficient time for Trimble to respond without prejudice); (b) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim, so long as such settlement does not involve any admission of liability or payment by Customer without Customer's written consent; and (c) all reasonable necessary cooperation of Customer. If Customer's use of the Service or any aspect of it is, or in Trimble's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Trimble may, in its sole discretion: (i) substitute for the Service substantially functionally similar services; (ii) procure for Customer the right to continue using the Service; or if (i) and (ii) are commercially impracticable, (iii) terminate the Agreement or the infringing portion of the Service and refund to Customer the unearned Subscription Fees paid by Customer related to the terminated Services. The foregoing indemnification obligation of Trimble will not apply (and in no event will Trimble have any liability): (A) if the Service is modified by any party other than Trimble; (B) if the Service is combined with other non-Trimble products; (C) to any unauthorized use of the Service; (D) to any Third Party code, or (E) if the alleged infringement is related to any modifications to the Service made to comply with Customer's specifications. THIS ARTICLE 13 SETS FORTH TRIMBLE'S AND ITS SUPPLIERS' SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT. As used above, "IP Geography" means the United States, the United Kingdom, the European Union and Australia.

13.2. Indemnification by Customer. Customer will indemnify, defend 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, (b) Customer's breach or alleged breach of Sections 4 (Customer Obligations) or 17.11.b (Third-Party Materials) or (c) any service or product offered by Customer in connection with or related to the Service. Customer's obligations in this Section 13.2 are subject to receiving (a) prompt notice of the claim (but in any event notice in sufficient time for Customer to respond without prejudice), (b) the exclusive right to control and direct the investigation, defense and settlement of the claim and (c) all reasonably necessary cooperation of Trimble at Customer's expense. Trimble may participate in a claim with its own counsel at its own expense.

14. **Confidentiality**.

14.1. Definition. "**Confidential Information**" means information disclosed under the 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 Service. For the avoidance of doubt, Customer's Confidential Information includes Customer Data.

14.2. Obligations. As receiving party, each party will (a) hold in confidence and not disclose Confidential Information to third parties except as permitted in the Agreement, including in Section 3.1.a (Customer Data Use), 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 17.8), provided it remains responsible for their compliance with this Section 14 and they are bound to confidentiality obligations no less protective than this Section 14.

14.3. 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.

14.4.   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 14.

14.5.   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.

15.   Publicity. Neither party may publicly announce this Agreement except with the other party's prior consent or as required by Laws. However, 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.

16.   General Terms.

16.1.   Assignment. Trimble may assign the Agreement upon notice to Customer. Customer may not assign the Agreement 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.

16.2.   Dispute Resolution; Governing Law; Exclusive Jurisdiction and Venue.

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

b)   This Agreement is governed by the applicable Governing Law set forth in the Region-Specific Terms, without regard to conflicts of laws provisions and without regard to the United Nations Convention on the International Sale of Goods.

c)   The parties agree to the applicable exclusive jurisdiction and venue as set forth in the Region-Specific Terms.

16.3.   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 or first class post (return receipt requested) or (c) one day after dispatch if by an internationally reputable commercial overnight delivery service. If to Trimble, notice must be sent to the appropriate Trimble entity and address listed on the Region-Specific Terms, with a copy to Trimble Inc., Attn: General Counsel – Important Notice, 935 Stewart Drive, Sunnyvale, CA 94085, USA. If to Customer, Trimble may provide notice to the address Customer provided at registration. 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 Service.

16.4.   Entire Agreement. This Agreement (which includes all Orders, exhibits (e.g., the Product-Specific Terms and Region-Specific Terms, etc.) and any applicable DPA) 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. Any terms and conditions on Customer's purchase orders, confirmations or other pre-printed forms are of no force or effect and are superseded by the terms of this Agreement.

16.5.   Order of Precedence. In the event of a conflict, unless otherwise stated in the Order, the terms will control in the following order: (1) the Order and/or any other agreement mutually executed by the parties; (2) the Product-Specific Terms and Region-Specific Terms; and (3) these Terms.

16.6.   Amendments. Except as otherwise provided herein, any amendments, modifications or supplements to this Agreement must be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means provided by Trimble. Nonetheless, with notice to Customer, Trimble may modify any applicable Trimble policies to reflect new features or changing practices, but the modifications will not materially decrease Trimble's overall obligations during the Subscription Term. The terms in any Customer purchase order or business form 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.

16.7.   Waivers and Severability. Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

16.8.   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 pandemic, strike, blockade, war, act of terrorism, riot, Internet or utility failures or diminishment, refusal of government license or natural disaster.

16.9.   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 subcontractors with this Agreement and for its overall performance under this Agreement.

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

16.11.   Compliance; Export Control.

   a)   Customer will comply with all laws, regulations and codes of practice applicable to its access of the Service and any results derived from the Service.

   b)   Customer acknowledges that the software accessible via the Service is subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer shall not and shall not allow any third-party

to remove or export from the United States or allow the export, re-export or access of any part of the Service or any direct product thereof: (a) into or from (or to or by a national or resident of) any embargoed or terrorist-supporting country; (b) to or by anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to or from 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 (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Customer agrees to the foregoing and 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 Service is 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.]

c)   In addition to the foregoing, if Customer is located in a country identified in the U.S. Department of Commerce Country Group D list, then it (1) acknowledges that the Service is subject to the Export Administration Regulations (EAR) and the jurisdiction of the U.S. Department of Commerce or subject to the International Traffic in Arms Regulations (ITAR) and the jurisdiction of the U.S. Department of State; (2) certifies that the export, re-export, resale, and/or transfer to any party who is listed by the government of the United States as prohibited from receiving the Service or other restrictions to any destination, end-user, or for any end use prohibited by the laws of the United States, or any other applicable law where such law does not conflict with the laws of the United States, will not be violated; (3) certifies that the Service will not be resold, transferred, or re-exported without prior authorization from the U.S. Government, to any military entity on the U.S. Department of Commerce Country Group D list; (4) certifies that the Service will not be used in designing, developing, production of or using rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems (including cruise missile systems, target drones and reconnaissance drones); (5) certifies that the Service will not be used in the design, development, production, stockpiling, or using chemical or biological weapons, or precursors; (6) certifies that the Service will not be used in the design, development, production, or testing of nuclear weapons or nuclear explosive devices; (7) certifies that the Service will not be exported/re-exported to Cuba, Iran, North Korea, Sudan and Syria or any other country under an export embargo/sanction by the U.S. Department of Treasury or U.S. Department of Commerce at the time of export; (8) acknowledges that U.S. law prohibits the sale, transfer, export, or re-export or other participation in any transaction involving products with individuals or companies listed in the U.S. Commerce Department's table of Denial Orders, the U.S. Department of State's list of individuals debarred from receiving Munitions List items or other entity lists published by agencies of the U.S. Government; and (9) agrees that the export control requirements in this Section 17.10, including (1)-(8) above, will survive the completion, early termination, cancellation or expiration for this Agreement.

Customer will defend, indemnify and hold Trimble and its Affiliates harmless against any liability (including attorneys' fees) arising out of Customer's failure to comply with the terms of this Section 17.10. Customer's failure to comply with any term of this Section 17.10 constitutes a material breach of this Agreement and entitles Trimble to immediately terminate this transaction for Customer's use of the Service in addition to any other remedy available at law or equity.

16.12.   Non-Trimble Content.

a)   Open Source. The Service-Related Software may incorporate third-party open source software ("**OSS**"), as provided by Trimble upon request. To the extent required by the OSS license, that license will apply to the OSS on a stand-alone basis instead of this Agreement.

b)   Third-Party Materials. The Service may include third-party data, content or proprietary software (collectively, "**Third-Party Materials**"). To the extent specified by Trimble (including in any Product-Specific Terms), use of the Third-Party Materials may be subject to additional terms or restrictions ("**Third-Party Terms**"). 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 elements of the Service which utilize such Third-Party Materials. **Neither Trimble nor its suppliers offer any warranty in connection with any Third-Party Materials and neither Trimble nor its suppliers will be liable to Customer for such Third-Party Materials.**

16.13.   U.S. Government End-Users. Elements of the Service are commercial computer software. If the user or licensee of the Service is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Service 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 for military purposes. The Service and its underlying software were developed fully at private expense. All other use is prohibited.

16.14.   Official Language.   The official language of this Agreement and of any related documents is English. For purposes of interpretation, or in the event of a conflict between English and versions of this Agreement or related documents in any other language, the English language version will control.

16.15.   Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by a government agency.

16.16.   Anti-bribery.

a)   Each party agrees it shall comply with all applicable domestic, foreign and local laws and regulations, including but not limited to the U.K. Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 as amended pursuant to the 1988 Amendments and the International Anti-Bribery and Fair Competition Act of 1998), and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, all however, to the extent such laws and

regulations may be applied within the jurisdiction of the domicile of the party.

b) Without limiting the generality of the foregoing obligation, each party will not make, authorize, offer or promise to make or give any money or anything of value to any government official or employee (including employees of government corporations and employees of public international organizations), political party, political official, candidate for political office ("Official"), or to any intermediary for payment to any of the foregoing, while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any of such Official.

c) Each party represents and warrants that neither it nor any of its officers, directors, or employees is an Official, and that it will not retain any Official in connection with the performance of its activities hereunder.

16.17. <u>Counterparts</u>. The Order referencing this Agreement may be executed by facsimile or PDF signature and in two or more counterparts, each of which will be deemed an original and when taken together shall constitute a single instrument.

16.18. <u>Duly Authorized</u>. The signatories to the Order warrant and represent that they are duly authorized to bind their respective entities and to execute the Order.

17. **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 outstanding voting equity securities or other equivalent voting interests and "control" means the power to direct the management or affairs of an entity.

"**Authorized User**" means any employee or contractor of Customer or its Affiliates that Customer allows to use the Service for its sole benefit, and/or any additional "Authorized Users" as may be specified in the Order.

"**Documentation**" means Trimble's usage guidelines and standard technical documentation for the Service made available by Trimble to Customer.

"**High Risk Activities**" means any mission critical, hazardous, strict liability or other activities where use or failure of the Service could lead to death, personal injury or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles or air traffic control.

"**Laws**" means all relevant local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications and export of technical or personal data.

"**Order**" means a Trimble-issued ordering documents, quotations, change orders, online registration, order descriptions or order confirmations for the Service and/or referencing the Terms, and executed by both parties.

"**Professional Services**" means any training, enablement or other professional consulting services provided by Trimble related to the Service, as identified in an Order and/or a statement of work.

"**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.

"**Purpose**" means the Customer's internal business purposes, or the "Purpose" as expressly set forth in the Order, if any is specified.

"**Privacy Policy**" means the Privacy Policy at https://www.trimble.com/privacy.aspx.

"**Service**" means a Trimble proprietary software offering, including hosting services, as identified in the relevant Order and as modified from time to time. The Service includes the Service-Related Software, APIs, User Interface, and Documentation but does not include Professional Services deliverables or Third-Party Platforms.

"**Service-Related Software**" means any Trimble client software, scripts or other code provided to Customer by Trimble for use with the Service, including desktop and mobile software.

"**Subscription Term**" means the term for Customer's use of the Service as identified in an Order.

"**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 Service.

Exhibit A
Product-Specific Terms

1. Quadri Service Levels

   a. **Target Availability**. Trimble will use commercially reasonable efforts to make the Service available with an uptime of 99.5% of each calendar month ("Target Availability").

   b. **Exclusions**. The calculation of uptime will not include unavailability to the extent due to: (a) use of the Service by Customer in a manner not authorized in the Agreement or Documentation; (b) general Internet problems, force majeure events or other factors outside of Trimble's reasonable control; (c) Customer's equipment, software, network connections or other infrastructure; (d) third party systems, acts or omissions; or (e) Trimble's Scheduled Maintenance or reasonable emergency maintenance.

   c. "**Scheduled Maintenance**" means Trimble's scheduled routine maintenance for which Trimble notifies Customer at least seven (7) days in advance. Scheduled Maintenance shall not occur more than three (3) days during each calendar month and shall not exceed twenty (20) hours per month. Trimble will use commercially reasonable efforts to perform Scheduled Maintenance during non-peak hours. Standard maintenance windows will be the 1st and 3rd Tuesday per month from Midnight to 3AM UTC. Occasionally, significant work will be required and Trimble will schedule one (1) Saturday per month from Noon to Midnight UTC will be the maintenance window and Trimble shall notify Customer at least three (3) business days in advance of such Saturday maintenance.

   d. In the event that emergency maintenance is required, Trimble will use commercially reasonable efforts to provide at least twenty-four (24) hours' advance notice when feasible and will try to reasonably avoid peak hours.

   e. If the target availability is less than 99,5%, for more than 2 subsequent months, the Customer may, as Customer's sole remedy for the availability shortfall, terminate the Agreement with one month written notice.

   f. Backup and restore
      i. Backup and restore ensures a security copy of the data and a restore on a needs basis. The Backup/restore service is based on a centrally managed and provided backup-unit for copying central storage to a local disc area on a server, and is managed by a central backup-server.
      ii. Trimble is executing security copies of data and applications with a standardised method and frequency. Restore procedures are verified at initiation of services, and is maintained with any needed restore service. Trimble's standard backup calendar is defined as follows:

Frequency	Generations	Max. data loss
Daily 365/year	31 days rolling backup 4 weeks rolling backup 11 monthly backup last year 1 year backup per year last 10 year*	24 hours within last month** 1 month for data older than last month 1 year data older than last year

*Restore of data older than one year, means that the data can be rolled back to equipment and software used in the production. Eventually adjustment for the existing environment for the recovery of older backup will be invoiced
**Provided that no service disruption has occurred during copying.

2. Other Trimble Services
   a. Trimble ID. Use of the certain functionalities of the Service may require a Trimble ID, a universal login for Trimble products and services. Customer can visit https://identity.trimble.com/userprofile to create a Trimble ID.
   b. Trimble Connect. Certain functionalities of the Service may be used with Trimble Connect, Trimble's proprietary cloud-based storage service, to enable Customer to store Models. Customer's storage of Models is subject to the Trimble Connect Terms of Service, available at https://connect.trimble.com/terms_of_service.html or a successor URL.
   c. Applicable Terms. For the avoidance of doubt, Customer's use of Trimble ID, Trimble Connect and any other features that are not part of the Service are governed by those offerings' respective terms of service and not by this Agreement.

3. Third Party Terms:
   ORACLE END USER LICENSE AGREEMENT FOR Embedded Oracle

   1. INTRODUCTION TO THE LICENSE GRANT
   This End User License Agreement for Embedded Oracle relates to Embedded Oracle included in Trimble's software product, Quadri. This Embedded Oracle may strictly be used as part of Quadri and then on together with Trimble's Quadri Client software. It is also a condition for Customer's use of Embedded Oracle, that Customer has a valid license for any and all such use of Quadri and Quadri Client.

2. DETAILED LICENCE TERMS

(1) Only Customer may use Embedded Oracle (hereinafter the "programs").

(2) Such use of the programs is restricted to use Quadri (hereinafter the "application package") and to the internal business operations of the Customer. Customer may permit agents or contractors (including, without limitation, outsourcers) to use the application package on the Customer's behalf for the Customer's internal business operations as described above subject to the terms of this end user license agreement. To the extent the application package is specifically designed to facilitate interactions between the Company and the Company's customers and suppliers, Customer is allowed to permit its customers and

suppliers to use the application package in furtherance of such interactions subject to the end user license agreement. Customer shall be responsible for its agent's, contractor's, outsourcer's, customer's and supplier's use of the application package and compliance with the end user license agreement.

(3) Oracle or its licensor retains all ownership and intellectual property rights to the programs.

(4) The following is prohibited: (a) the transfer of the programs except for temporary transfer in the event of computer malfunction if the application package embeds the programs in a physical device and (b) Customer assigning, giving, or transferring the programs and/or any services ordered or an interest in them to another individual or entity (in the event the end user grants a security interest in the programs and/or any services, the secured party has no right to use or transfer the programs and/or any services).

(5) Also the following is prohibited: (a) use of the programs for rental, timesharing, subscription service, hosting, or outsourcing; (b) the removal or modification of any program markings or any notice of Oracle's or its licensors' proprietary rights; (c) making the programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license); and (d) title to the programs from passing to the end user or any other party.

(6) Also the following is prohibited: the reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs) and prohibit duplication of the programs except for a sufficient number of copies of each program for the end user's licensed use and one copy of each program media.

(7) To the extent permitted by applicable law, Oracle's liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the programs is disclaimed.

(8) On the termination of the agreement the Customer shall discontinue use and destroy or return to Trimble all copies of the programs and documentation.

(9) Customer shall not publish any results of benchmark tests run on the programs.

(10) Customer shall comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.

(11) The programs are subject to a restricted license and can only be used in conjunction with the application package and the end user is not permitted to modify the programs.

(12) Customer shall not require Oracle to perform any obligations or incur any liability.

(13) Customer shall permit Trimble to audit Customer's use of the programs, and on request the the Customer shall provide reasonable assistance and access to information in the course of such audit and permit Trimble to report the audit results to Oracle.

(14) Oracle shall be a third party beneficiary of this end user license agreement.

(15) The application of the Uniform Computer Information Transactions Act is excluded.

(16) Some programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of the end user license agreement.

(17) Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the application package documentation or as otherwise notified by you and that such third party technology is licensed to the end user only for use with the application package under the terms of the third party license agreement specified in the application package documentation or as otherwise notified by you and not under this terms of the end user license agreement.

4. <u>External Services</u>. The Service may support integrations with certain software or services not provided by Trimble ("**External Services**"). In order for the Service to communicate with such External Services, you may be required to input credentials for the External Service. By enabling use of the Service with any External Service, you authorize Trimble to access your accounts with such External Service to authenticate such integrations. Trimble shall have no liability arising out of or related to any External Services, including any data supplied to the Service through any External Services. You are solely responsible for complying with any relevant terms and conditions of the External Services and maintaining appropriate accounts in good standing with the providers of the External Services.

5. <u>Application Stores.</u> If you obtained any Service-Related Software through a third-party app store, marketplace or other site or service (each, an "**Application Store**"), such Application Store shall be considered a "Reseller" under the Agreement, and the following terms are applicable and shall prevail in event of any conflict with any other provisions of the Agreement:

   a. Notwithstanding anything to the contrary from the Reseller or as stated on the Application Store, the Trimble entity, governing law, and exclusive jurisdiction venue, will be as set forth in the Order and/or this Agreement

b.   The terms of this Agreement constitute the only terms applicable to Customer's access and use of any Service-Related Software and/or any other portion of the Service and no terms between Customer and the Reseller shall apply to its access and use of any Service-Related Software and/or any other portion of the Service.

c.   The Reseller has no authority to make any statements, representations, warranties or commitments on Trimble's behalf and any such statements, representations, warranties or commitments are null and void. Trimble has no responsibility for Reseller acts or omissions of the Reseller.

d.   If you downloaded the Service Related Software from Apple Inc.'s (**"Apple's"**) Application Store, the following terms are part of the Agreement:

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

    ii.   To the maximum extent permitted by applicable law, Apple will have no warranty obligation with respect to the Service-Related Software, and, as between Apple and Trimble, any other claims, losses, liabilities, damages, costs or expenses attributable to a failure to conform to a warranty will be Trimble's responsibility. Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the Service-Related Software.

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

Exhibit B
Region-Specific Terms

I. Trimble Entity and Notice Address; Governing Law

In reference to Sections 16.2 (Dispute Resolution; Governing Law, Exclusive Jurisdiction and Venue) and 16.3 (Notices) of the Agreement:

Customers domicile:	Trimble Entity/Notice Address*	Governing Law	Exclusive Venue/Jurisdiction
United States	**Trimble Inc.** 935 Stewart Drive Sunnyvale, CA 94085, USA	California	State of California and United States federal courts located in Sunnyvale, California
Any other country or geography not specified above	**Trimble Solutions Sandvika AS** Leif Tronstads Plass 4 1337 Sandvika, Norway	Norway	Arbitration in Oslo, Norway. See below for details.*

Except as provided in this paragraph with respect to injunctive relief, all Disputes shall be finally resolved by binding and final arbitration before a single arbitrator, selected in accordance with the rules of the International Chamber of Commerce (ICC). Any arbitration shall be conducted at the indicated location in the English language. After each party has been afforded a reasonable opportunity to present written and testimonial evidence in support of its position in any such arbitration proceeding, the arbitrator shall issue his/her decision and award, which shall (i) be in writing, stating the reasons therefore, (ii) be based solely on the terms and conditions of the Agreement and (iii) except as provided in this paragraph regarding injunctive relief, be final and binding upon the parties. The arbitrator shall not award punitive or exemplary damages. The parties, their representatives, and any other participants shall hold the existence, content, and result of arbitration in confidence. The provisions of this paragraph may be enforced by any court of competent jurisdiction. Notwithstanding the foregoing, either party may, at its sole discretion, seek injunctive relief in any court of competent jurisdiction (including, but not limited to, preliminary injunctive relief).

Exhibit C

Data Protection Addendum

For purposes of this Data Protection Addendum (the "**Addendum**"), **Data Protection Legislation** means (i) General Data Protection Regulation (*(EU) 2016/679*) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, (ii) any successor legislation to the GDPR, for example in the United Kingdom.

1. DATA PROTECTION

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

1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Provider is the processor (where **Controller** and **Processor** have the meanings as defined in the Data Protection Legislation). The Appendices attached hereto as Exhibit C-1 (the "**Appendices**") sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, "**Personal Data**") and categories of data subject.

1.3 Without prejudice to the generality of clause 1.1, the Customer will ensure that it fulfills all necessary requirements to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of this Addendum.

1.4 Without prejudice to the generality of clause 1.1, the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under this Addendum:

(a) process that Personal Data only on the written instructions of the Customer subject to Art. 28 (3) GDPR. Instructions may be handled as a change request at the cost of Customer. Processor shall immediately inform the Controller if, in its opinion, an instruction infringes Data Protection Legislation;

(b) ensure that it has in place appropriate technical and organizational measures, reviewed and approved by the Customer (for the Provider's list of measures see the Appendices). Such measures shall ensure a level of security appropriate to the risks presented by processing and are subject to change depending on Provider`s recurring risk assessments;

(c) ensure that all personnel or any other person acting on behalf of the Provider who have access to and/or process Personal Data are obliged to keep the Personal Data confidential and any natural person acting under the authority of the Provider who has access to personal data does not process them except on instructions from the controller;

(d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the necessary requirements for a transfer pursuant to the Data Protection Legislation are fulfilled;

(e) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) assist the Customer by providing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights pursuant to Data Protection Regulation;

(g) notify the Customer without undue delay on becoming aware of a Personal Data breach;

(h) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by applicable law to store the Personal Data; and

(i) maintain complete and accurate records and information to demonstrate its compliance with this clause and the Data Protection Regulation and allow for audits by the Customer or the Customer's designated auditor.

1.5 The Provider shall not engage a third-party processor without prior specific or general written authorization of the Customer. The Customer consents to the Provider appointing the parties named in the Appendices attached hereto as Exhibit C-1 as third-party processors of Personal Data under this Addendum. The Provider confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement in which he imposes on that other processor the obligations as set out in this clause. The Provider informs the Customer of any intended changes concerning the addition or replacement of other processors. The Customer has the right to object to such changes. As between the Customer and the Provider, the Provider shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 1.5.

1.6 Either party may, at any time on not less than 30 days' notice, revise (1) this Addendum by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this Addendum), and/or (2) the Appendices.

1.7 For the avoidance of doubt, each party's and its affiliates' liability arising out of or related to this Addendum, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and its affiliates under the Agreement, including this Addendum together. For the avoidance of doubt, Trimbles and its affiliates' total liability for all claims from the Customer and its affiliates arising out of or related to the Agreement, including this Addendum, shall apply in the aggregate for all claims under both the Agreement, established under the Agreement.

<u>**Exhibit C-1**</u>

Trimble QUADRI

Appendix 1: Processing Specification Form 1

Type of data	Type and purpose (Subject matter) of the Data Processing	Categories of data subject affected
License Entitlement/User Management Contact Details (Name, Email address, Location information, online ID, Language preference)	License entitlement/user management User Management (username, real name and password) is carried out for entitlement management and user authentication and application use.	Employees and Contractors of our Customers
Contact Details (Name)	User contact details (name only) to identify who has made a given change to the model	Employees and Contractors of our Customers

Appendix 2

Technical and Organizational Security Measures

1. Technical and Organization Security Measures

This Appendix describes the technical and organizational security measures and procedures that the Data Processor shall, as a minimum, maintain to protect the security of personal data created, collected, received, or otherwise obtained. Data Processor will keep documentation of technical and organizational measures identified below to facilitate audits and for the conservation of evidence.

Data Security

All communication with Trimble Quadri occurs over HTTPS, ensuring communication is encrypted. with TLS (SSL). All customer data is stored for high-availability and durability. Data generated within Trimble Quadri is stored in secure databases which are backed-up daily. The Trimble Quadri application security model prevents customer data cross-over and ensures complete customer data segregation and privacy.

Software Security

All code developed in-house or by third-parties is checked for security defects with a source code analysis tool. Production servers are regularly scanned for vulnerabilities.

Access Controls

Only authorized employees have access to servers and application data. Trimble Quadri servers can only be accessed through secure encrypted channel connections.

Account Security

Accounts for Trimble Quadri are managed in a secure database stored outside of the Trimble Quadri application. Additionally, passwords are stored as salted one-way hashes. Passwords themselves are never stored and never transmitted in plain text.

Appendix 3

Subcontractors

Appendix 3: List of Sub-Processors

Sub-Processor Name	Address	Safeguards acc. to Art. 44 - 50 GDPR
Amazon Web Services, Inc.	440 Terry Avenue N., Seattle, WA ,98109, USA	Data Processing Agreement ; Privacy Shield Certification.
Trimble Inc	935 Stewart Drive, Sunnyvale, California	Data Processing Agreement with standard clauses.
MS Azure	Microsoft Norge AS, Box 274, 1326 Lysaker, Norway	Data Processing Agreement with standard clauses.
Trimble Solution Sandvika AS	Leif Tronstads Plass 4, 1302 Sandvika, N-1302 Sandvika	Data Processing Agreement with standard clauses.