



Supplemental Product Terms

Trimble Works Subscription

v1.0 (Last updated July 2023)

These Supplemental Product Terms for Trimble Works Subscription (the “**Works Subscription Supplemental Product Terms**”) supplement the General Transaction Terms v1.0 (last updated April 3, 2023) (“**General Terms**”) and the Trimble Software Terms (For SaaS and Licensed Software) Version 3.0 (Last updated April 3, 2023), each available at <https://www.trimble.com/en/legal/customer-terms> or any successor url (“**Software Terms**”), to the extent applicable, and are hereby incorporated therein by reference.

1. **Definitions.** Capitalized terms not defined herein have the meanings given in the Software Terms.
 - 1.1. “**Authorized Trimble Dealer**” means a Trimble authorized technology Reseller who is associated with, and has responsibility for installing and servicing Products under any Works Subscription.
 - 1.2. “**Device**” means any hardware component used in connection with onboard guidance control and/or survey Product as part of a Works Subscription.
 - 1.3. “**Installation Services**” means the delivery, installation and calibration of any Devices Customer has purchased, which are to be performed by an Authorized Trimble Dealer.
 - 1.4. “**Bundle**” or “**Products**” means the license manager portal, the Software, and the Subscribed Hardware (and related accessories, cabling, bracketing, etc.).
 - 1.5. “**Covered Damage**” means only the normal deterioration of the Subscribed Hardware caused by ordinary and reasonable use for its intended purpose in compliance with applicable laws, rules and regulations. The following shall not be deemed Covered Damage: (i) damage resulting from lack of general care and maintenance; (ii) damage resulting from improper operation; (iii) use of the Subscribed Hardware other than for its intended purpose in compliance with applicable laws, rules and regulations; (iv) cosmetic damage in the nature of dents, bending, tearing, staining, corrosion or non-functional misalignment to or of the Subscribed Hardware or any part thereof; and any other damage to the Subscribed Hardware which is not considered ordinary and reasonable.
 - 1.6. “**Subscribed Hardware**” means, as used herein, the onboard machine control Product, display Product, and any other ancillary products, equipment, cables and accessories purchased by Customer for use pursuant to the Works Subscription.
 - 1.7. “**Works Subscription**” means Customer’s continuing right, during the applicable Works Subscription Term, to use a Bundle.
 - 1.8. “**Subscription Fee**” means the monthly subscription price for the Bundle (exclusive of the Subscribed Hardware, which must be purchased separately) as agreed between Customer and its Authorized Trimble Dealer.
 - 1.9. “**User**” means any person given the right to access and use Products by Customer.
2. **Orders.** Customer will purchase the desired quantity of Works Subscription Bundles from its Authorized Trimble Dealer, which ordering documents will set forth the applicable Subscription Fee and Works Subscription Term.
3. **Term.** The term for each Works Subscription shall be agreed in writing between Customer and the Authorized Trimble Dealer (“**Works Subscription Term**”). The Works Subscription Term shall commence on the earlier of (i) the 11th day after the Authorized Trimble Dealer has assigned serial numbers for Subscribed Hardware to a specific Works Subscription order or (ii) the date on which the Bundle is activated as evidenced by activating the bundle via selecting the activate button in Virtual Warehouse (“**Term Commencement Date**”). For clarity, termination for convenience is not permitted at any time after Customer’s Order for a Bundle is accepted by Trimble, whether or not the Works Subscription Term has started.
4. **Subscription License.** For the Works Subscription Term Trimble grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license to access and use certain Software in connection with Customer’s Works Subscription as set forth in the ordering documentation between Customer and its Authorized Trimble Dealer. Software is also subject to the Software Terms, which may be amended from time to time by Trimble provided that Trimble notifies Customer of such changes by email or through the Software itself. Customer Data is pooled across Devices with associated Subscriptions. All data to and from Customer’s Device to the Software is included in Customer’s Works Subscription. For the avoidance of doubt, Software is licensed to the Customer or provided as a service, and is not sold to Customer.
5. **Maintenance and Use of Subscribed Hardware.** Customer will periodically visually inspect, and will maintain in good working order, the Subscribed Hardware. Customer will immediately notify its Authorized Trimble Dealer if Subscribed Hardware requires warranty or non-warranty repair or replacement. Customer agrees that, except as may be set forth in a separate service agreement with an Authorized Trimble Dealer, neither Trimble nor any Authorized Trimble Dealer has any duty or responsibility to inspect the Subscribed Hardware while in Customer’s possession. If Trimble or its Authorized Trimble Dealer would like to inspect Subscribed Hardware, the parties will work together in good faith to arrange such inspection. Customer agrees to use the Subscribed Hardware for business purposes only and will comply with all laws, ordinances, regulations, requirements and rules related to the use and operation of the



Subscribed Hardware. Except as provided in subsection 8.1 below, Customer is responsible for any damage to or loss of the Subscribed Hardware.

6. **Subscription Fees.** Customer agrees to timely pay the Subscription Fees in the amounts agreed between Customer and its Authorized Trimble Dealer.
7. **Default/Remedies.** If Customer breaches the Works Subscription Supplemental Product Terms, Software Terms, or fails to pay the agreed upon Subscription Fees to its Authorized Trimble Dealer, Customer will be in default, and Trimble may disable the Products and use all other legal remedies available to it.
8. **Additional Terms.** The following additional terms apply to all Subscribed Hardware and any Software provided pursuant to Customer's Subscriptions. In the event of any conflict between any terms of use embedded in the Software or any provision in this Section 8, this Section 8 controls.
 - 8.1. **Technology Assurance Plan: Damaged Hardware; Upgrades.** In the event Subscribed Hardware is damaged, or otherwise rendered inoperable or unusable due to the acts and omissions of Customer or any third party other than an Authorized Trimble Dealer (collectively, "**Damaged Hardware**"), Customer will immediately notify the Authorized Trimble Dealer of such event, and the Authorized Trimble Dealer will provide a replacement for the Damaged Hardware, and Customer will return the Damaged Hardware to the Authorized Trimble Dealer within 10 business days of Customer's receipt of the replacement. During the Works Subscription Term, the Authorized Trimble Dealer will provide replacement components for serialized and non serialized SKUs under the Technology Assurance Program at no cost to Customer for the hardware and shipment subject to the terms of these Works Subscription Supplemental Product Terms; provided, however, that if the Damaged Hardware is a Robotic Total Station, Customer is entitled to only 1 replacement during the Works Subscription Term. Travel, if required, is covered for up to 7 hours for field service. Customer may be charged additional amounts by the Authorized Trimble Dealer for service in excess of 7 hours. Trimble reserves the right to decline a replacement or repair if there appears to be excessive repeated damage of the same component.

Where Customer is entitled to free replacements, if the Authorized Trimble Dealer does not receive the Damaged Hardware unit within 30 days of Customer receipt of the replacement, Customer may, at the Authorized Trimble Dealer's discretion, be required to pay for the replacement per SKU at a price equal to the then current list price for such replacement ("**Hardware Replacement Cost**"), or, if repaired, Customer may be required to pay the cost of repair per SKU upon receipt of invoice from the Authorized Trimble Dealer for the Damaged Hardware that is not returned. Customer will pay all shipping charges for Subscribed Hardware returned for Damaged Hardware or upgrade service. Trimble will pay all shipping charges for the return of such Subscribed Hardware to Customer or to its Authorized Trimble Dealer, as may be the case.

Customer may request one upgrade to each serialized component of Customer's Subscribed Hardware during the Works Subscription Term, provided that Trimble has released an upgrade of like hardware, that is, Devices having substantially the same features as Customer's then-current serialized component of Customer Subscribed Hardware (each, a "**Hardware Upgrade Election**"). Such requests should be made to Customer's Authorized Trimble Dealer, and must be made no earlier than ninety (90) days from the Term Commencement Date and not later than ninety (90) days prior to expiration of then Works Subscription Term. Any previously installed Subscribed Hardware component that is being upgraded must be returned to the Authorized Trimble Dealer within thirty (30) days after the upgraded hardware component has been installed. Following Trimble's receipt of Customer's Hardware Upgrade Election, Trimble and Customer shall work together in good faith, alongside the Authorized Trimble Dealer, to agree in writing on the upgraded hardware component to be provided as a replacement for Customer's Subscribed Hardware component(s). As part of any such upgrade, the Authorized Trimble Dealer will be responsible for providing Installation Services for the upgraded hardware at Trimble's expense within Trimble's guidelines for upgrade installations (additional or non-standard Installation Services may be provided at an additional charge to Customer). In addition to the foregoing, Trimble has the right to require Customer, at Trimble's expense, to accept updates to Customer's Subscribed Hardware at any time.

- 8.2. **Technology Assurance Plan: Warranty Program.** During the Works Subscription Term, as part of the Technology Assurance Plan, Trimble warrants that the Subscribed Hardware will perform substantially in accordance with published specifications and be substantially free of defects in material and workmanship. Except as set forth below, this Technology Assurance Plan covers (a) Covered Damage; (b) damage from dust, heat, humidity, and salt air provided that the Product is being used in accordance with the operator's manual and specifications; (c) accidental damage (in those territories where such coverage is offered, as confirmed to Customer by the Authorized Trimble Dealer on the applicable ordering documents), and (d) power surge damage due to a surge in Trimble-manufactured power supplies. Trimble will, at its option, through its Authorized Trimble Dealer, either repair or replace Subscribed Hardware that proves to be defective or damaged as described above. Customer will pay all shipping charges for Subscribed Hardware returned for warranty repair service. Trimble will pay all shipping charges for the return of such Subscribed Hardware to Customer or to its Authorized Trimble Dealer, as may be the case. These are Customer sole remedies, and Trimble's sole liability, for any breach of this Technology Assurance Plan.

The Authorized Trimble Dealer and/or Trimble will perform site visits in the event the Authorized Trimble Dealer is unable to diagnose and resolve any warranty issues via telephone support.



This Technology Assurance Plan only applies in the event and to the extent that (a) the Subscribed Hardware is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with Trimble's applicable operator's manual and specifications, and; (b) the Subscribed Hardware is not modified, misused or abused. This Technology Assurance Plan shall not apply to, and Trimble shall not be responsible for, defects or performance problems resulting from (a) the combination or utilization of the Subscribed Hardware with hardware or software products, information, data, systems, interfaces, or devices not made, supplied, or specified by Trimble (including any third party guidance or steering control hardware or software); (b) the operation of the Subscribed Hardware under any specification other than, or in addition to, Trimble's standard specifications for its products; (c) the unauthorized installation, modification, or use of the Subscribed Hardware; (d) damage caused by lightning or other electrical discharge or power surge from non-Trimble power supplies; (e) fresh or salt water immersion or spray (outside of Subscribed Hardware specifications), or exposure to environmental conditions for which the Subscribed Hardware is not intended including damage caused by natural disaster or act of nature such as floods, fires, tornadoes, hurricanes, earthquakes or any other environmental act that cannot be seen or prevented or other hazards outside of Trimble's control; or (f) cosmetic damage. Trimble does not warrant or guarantee the results obtained through the use of the Subscribed Hardware. For the avoidance of doubt, the Technology Assurance Plan does not provide protection against theft, loss, reckless, or abusive conduct associated with the handling and use of Customer's Products, cosmetic damage and/or other damage that does not affect the functionality of Customer's Products, damage from natural disaster, or damage caused during shipment between Customer, the Authorized Trimble Dealer or a Trimble Service Center.

- 8.3. Technology Assurance Plan: Software Protection Plan.** During the Works Subscription Term, Customer will be entitled to receive, at no additional charge, any error correction or other update(s) created to fix a previous Software version that does not substantially conform to its published specifications, or any minor updates or enhancements that are made to current Software features, as Trimble may develop for general release, subject to the procedures for delivery to purchasers of Trimble products generally. Trimble may, in its sole discretion, forward the fixes or minor updates to the Authorized Trimble Dealer for final distribution to Customer. Major upgrades, or entirely new products, or substantially new Software releases, as identified by Trimble are expressly excluded from this Software maintenance process. In addition, Trimble will not be obligated to provide maintenance for any Software that (a) has been altered or modified in any way without Trimble's authorization; (b) has problems resulting from interaction with third party software or hardware not supported by Trimble; or (c) has problems caused by misuse, or improper or inadequate, installation, maintenance or storage by Customer or Customer authorized users.
- 8.4. Security; Fraud; Privacy.** Customer is solely responsible for codes or passwords that may be required for the use of the Products, Software or services. Cellular communications are susceptible to interception by third parties and Trimble does not guarantee and have no obligation to secure the privacy of Customer's communications. Trimble has the right to intercept and disclose Customer's communications solely to protect Trimble's rights or property or as required by law or legal process. Cellular numbers are susceptible to fraud and theft by third parties and Trimble does not provide any guarantee against fraudulent use of such numbers. Customer shall notify Trimble immediately upon discovery of any theft or fraudulent use of such numbers. Customer agrees to hold Trimble harmless from and against any damages arising through fraudulent use of such numbers.
- 8.5. Insurance.** Customer's obligation to pay the Subscription Fees to its Authorized Trimble Dealer is absolute and unconditional, regardless of whether or not the Subscribed Hardware remains in Customer's possession or control. Customer shall obtain and maintain on or with respect to the Subscribed Hardware at Customer's own expense all-risk insurance insuring against loss or theft of the Subscribed Hardware in an amount not less than the Hardware Replacement Cost of the Subscribed Hardware. Additionally, Customer agrees to maintain commercial general liability insurance during the term of the Agreement.
- 8.6. Movement of Subscribed Hardware.** Should Customer move any or all of the Subscribed Hardware to a different jurisdiction, Customer will promptly notify its Authorized Trimble Dealer.
- 8.7. Disclaimer.** Customer agrees and acknowledges that equipment, cables, accessories and parts may be discontinued with or without warning and that products may not be available in quantities desired or ordered by Customer through its Authorized Trimble Dealer, and that future versions of products may not be backwards compatible with existing cables, mounts and other accessories. Vehicle mounting location and surrounding materials may impact GPS and cellular reception. Customer further acknowledges that Trimble and any third party product manufacturers may discontinue providing Software or firmware updates in the future and that new features and functionality may not be available through or compatible with discontinued products or products that are not running current software and firmware. Software may not be compatible with all hardware and/or firmware combinations. Trimble does not warrant the availability, accuracy, timeliness, or usefulness of any information accessed or provided through use of the Products and services. Use of certain Products and Software is dependent on the availability and coverage of wireless and telecommunications networks and technologies, global navigation satellite systems and the internet, which involve facilities owned and operated by third parties ("Carriers"). Trimble is not responsible for the operation, availability or failure of Carriers' systems or facilities, or for such Carriers' election to sunset cellular spectrums or technologies in the future. Carriers disclaim all liability of any nature to Customer, whether direct, indirect, incidental or consequential, arising out of Customer's use of Trimble's Products, Software, Subscriptions and services, and Customer will have no claims against Carriers of any kind with respect thereto. The foregoing exclusions and disclaimers are an essential part of this Agreement.
- 8.8. Collection and Use of Customer Data.** Customer authorizes Trimble and its Affiliates to remotely and automatically collect Customer Data that is input by Customer or on Customer's behalf into or is generated by Software or a Product, or is otherwise provided to us, for the purposes(s) authorized in the Agreement. This authorization is in addition to, and does not replace or



alter, any other data collection or like agreement(s) between the Parties, including the provisions of the Software Terms. Customer authorizes and consents to Trimble's collection and use of Customer Data (1) in order to operate and manage the Products provided to Customer; (2) to transmit such Customer Data for use by Customer and Customer designated Users for Customer respective internal business operations; (3) to provide Customer Data to third-party vendors of Customers, if applicable and as authorized by Customer; and (4) as otherwise requested and/or approved by Customer. The Agreement will not, and will not be construed to, limit or impair Trimble's ability to use data independently received from any other user of Trimble's Products or other third party. Further, notwithstanding anything in the Agreement to the contrary, Customer gives Trimble the royalty-free, perpetual right (i) to use Customer Data and other data provided to Trimble by Customer or on Customer's behalf to improve, support and operate Trimble's Products and related services, and (ii) to aggregate and anonymize Customer Data and other data provided by Customer or on Customer's behalf in connection with the Agreement and to use and allow Trimble's affiliated companies to use such aggregated and anonymized data, as well as data regarding Customer's use of Trimble's Products, and summary or derivative information based thereon, for Trimble's and its affiliated companies' analytical and other business purposes during and following the term of the Agreement, provided that Customer will not be identified as the source of such data or information. Customer agrees that Trimble may share Subscribed Hardware system data (e.g., performance data) collected through a Product with any Authorized Trimble Dealer and/or the equipment manufacturer.

- 8.9. Indemnity.** Customer will indemnify, defend and hold harmless Trimble, its employees, directors, officers and assignees from and against and in respect of any and all claims, demands, losses, and liabilities, whether known or unknown, including interest, litigation expenses and reasonable attorney's fees that Trimble incurs, sustains, or suffers, which result from, relate to, or arise out of (i) Customer's breach of the material terms of the Agreement, (ii) Customer's actual or alleged use or modification of any Products in breach of the Agreement, or in any manner not authorized by the Agreement; (iii) Customer's violation of applicable laws, rules, or regulations, or the rights of a third party, or (iv) any accident in which Customer's equipment vehicle(s) is involved in which Products (including mobile software applications) supplied by Trimble are installed and/or used.
- 8.10. Disclaimers.** TRIMBLE DOES NOT REPRESENT OR WARRANT THAT THE PRODUCTS, SUBSCRIPTIONS AND SERVICES, INCLUDING UPDATES, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, COMPLETE OR ERROR-FREE, AND TRIMBLE GRANTS NO WARRANTY REGARDING ITS USE OR THE RESULTS THEREFROM. TRIMBLE IS NOT RESPONSIBLE FOR ISSUES WITH TRIMBLE'S PRODUCTS AND SOFTWARE ARISING OUT OF THEIR USE ON OR IN CONJUNCTION WITH HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY US. USE OF THE PRODUCTS MAY BE IMPACTED IF CUSTOMER'S SYSTEMS ARE NOT PROPERLY CONFIGURED AND/OR IF EQUIPMENT AND/OR VEHICLES ARE OPERATED IN A MANNER OTHER THAN THEIR INTENDED PURPOSE (AS SET FORTH IN THE MANUFACTURER'S SPECIFICATION OR ELSEWHERE). IF CUSTOMER UTILIZES DATA FIELDS AVAILABLE IN TRIMBLE SOFTWARE TO STORE DATA NOT REQUIRED FOR THE NORMAL USE AND OPERATION OF TRIMBLE PRODUCTS AND SOFTWARE FOR THEIR INTENDED PURPOSE, (i) CUSTOMER AGREES THAT TRIMBLE IS NOT RESPONSIBLE FOR COMPLIANCE WITH LAWS, RULES AND REGULATIONS SPECIFIC TO SUCH DATA (E.G., HIPAA OR PCI RULES); AND (ii) CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH, AND AGREE TO HOLD TRIMBLE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) RELATED TO OR ARISING FROM, CUSTOMER'S USE OF DATA FIELDS TO STORE SUCH DATA.