

**TRIMBLE  
SOFTWARE END USER LICENSE AGREEMENT  
(eCognition)**

**Version 1.0**

This Software End User License Agreement (this “**Agreement**”) is entered into between Trimble Inc. or the Trimble affiliate identified on the applicable Order Form (“**Trimble**”) and you (“**Customer**” or “**you**”), the individual or entity that has downloaded or otherwise procured the Software (as defined below). This Agreement is effective on the earlier to occur of the date you first executed an Order Form, downloaded the Software or clicked to agree to this Agreement (“**Effective Date**”). This Agreement includes any Order Forms or exhibits which reference this Agreement and any applicable Product-Specific Terms.

Entry into this Agreement. If the individual entering into this Agreement is an employee or agent of Customer, then such individual must be authorized to, and by agreeing to the terms of this Agreement hereby does, bind Customer to this Agreement. The licenses granted under this Agreement are expressly conditioned upon acceptance by such authorized personnel.

Purchase from Reseller. If you obtained the Software through an authorized dealer, distributor or reseller of Trimble (“**Reseller**”), your use of the Software is governed by the terms of this Agreement as modified by Section 13 (Purchase from Reseller) below.

Order of Precedence. In the event of a conflict, the terms will control in the following order: (1) the applicable Order Form; (2) the Product-Specific Terms; and (3) this Software End User License Agreement.

Modifications to this Agreement. Trimble may modify this Agreement (which may include changes to Software pricing and plans) from time to time by giving notice to Customer by email or through the Software. Unless a shorter period is specified by Trimble (e.g. due to changes in the law or exigent circumstances), the modifications become effective thirty (30) days after such notice. If within the notice period Customer notifies Trimble in writing of its objection to the modifications, Trimble (at its option and as Customer’s exclusive remedy) will either: (a) permit Customer to continue under the existing version of this Agreement until expiration of the then-current License Term (after which time the modified Agreement will go into effect) or (b) allow Customer to terminate this Agreement and receive a refund of any pre-paid Software fees allocable to the terminated portion of the applicable License Term. Customer may be required to click to accept or otherwise agree to the modified Agreement in order to continue using the Software, and, in any event, continued use of the Software after the updated version of this Agreement goes into effect will constitute Customer’s acceptance of such updated version.

**BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR BY INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT ACCESS OR USE THE SOFTWARE. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT.**

*Notwithstanding anything to the contrary herein, if you executed a separate signed agreement with Trimble which expressly governs use of the Software, the terms of that agreement shall supersede the terms of this Agreement and you shall have no rights to use the Software under this Agreement either during or after the terms of such other written agreement.*

**1. Definitions.**

“**Documentation**” means the technical specification documentation generally made available by Trimble to its customers with regard to the Software.

“**Feedback**” means comments, questions, suggestions or other feedback relating to any Trimble product or service.

“**License Keys**” means electronic passwords or other enabling mechanisms provided for use with the Software.

“**License Term**” means the license term specified on the applicable Order Form.

“**Order Form**” means any ordering documents, online registration, order descriptions or order confirmations provided to you by Trimble that reference this Agreement.

“**Product-Specific Terms**” means any additional product-specific terms and conditions which govern your use of a specific Trimble Software product. Product-Specific Terms may be attached to this Agreement or referenced in the applicable Order Form.

“**Professional Services**” means professional consulting services (which may include training services).

“**Scope of Use**” means any user, seat, computer, field of use, location or other restrictions set forth in the applicable Order Form or Product-Specific Terms.

“**Software**” means the Trimble software product(s) provided in connection with this Agreement that are specified in the applicable Order Form. “Software” shall also include any Documentation and any maintenance releases of the same Software product provided by Trimble (or a Reseller) to you under this Agreement.

2. **License.**

2.1. **Grant of License.** Subject to all of the terms and conditions of this Agreement, Trimble grants you a non-transferable, non-sublicensable, non-exclusive license during the License Term to use the Software in object code form on any computer or device and operating system for which it was intended, but solely: (a) for your own internal business purposes; (b) in accordance with this Agreement and the Documentation; and (c) in accordance with the applicable Scope of Use and any Product-Specific Terms. Unless otherwise specified in the applicable Order Form, the License Term begins on your license purchase date.

2.2. **Installation and Copies.** You may copy and install on your computers for use only by your employees and Contractors (as defined below) as many copies of the Software as is designated in the applicable Order Form.

2.3. **Contractors.** Unless otherwise specified in the Product-Specific Terms or Order Form, subject to the terms and conditions of this Agreement, you may permit third-party contractors performing services for your benefit ("**Contractors**") to use the Software provided that (a) such use is only for your benefit, (b) you agree to remain responsible for each such Contractor's compliance with the terms and conditions of this Agreement and (c) upon request you will identify each such Contractor. Use of the Software by your Contractors in the aggregate must be within the Scope of Use.

2.4. **Delivery.** Trimble shall electronically deliver the Software, Documentation and any applicable License Keys (unless another delivery method is specified in the applicable Order Form). Delivery is deemed to occur on the date on which the Software and License Keys, if any, are first made available to you.

2.5. **Subscription Term and Auto-Renewal.** For any Software licensed on a subscription basis, the License Term is twelve (12) months and will automatically renew for subsequent twelve (12)-month periods at Trimble's then-current price unless either party provides the other with notice of cancellation at least thirty (30) days prior to expiration of the then-current License Term.

2.6. **License Restrictions.** As conditions on the license granted to you, you shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever, or attempt to circumvent or disable any License Key or other mechanism that protects the Software against unauthorized use (in each case except and only to the extent expressly permitted by applicable law, and then only with prior written notice to Trimble); (b) distribute, sell, sublicense, rent, or lease the Software, or use the Software (or any portion thereof) for time sharing, hosting, service provider, or like purposes; (c) remove any product identification, proprietary, copyright, or other notices contained in the Software; (d) modify or translate any part of the Software, create a derivative work of any part of the Software, or incorporate the Software into any other software, except to the extent expressly authorized in writing by Trimble; (e) publicly disseminate information regarding the performance of the Software; (f) use or attempt to use the Software for competitive analysis or benchmarking; or (g) unless expressly permitted in the Scope of Use, use or host the Software in a virtual server environment.

2.7. **Free Offerings.** Trimble may provide you with free access to a version of the Software (a "**Free Offering**").

2.7.1. **General.** Free Offerings may not include all functionality and features accessible as part of paid versions of the Software. Either party may terminate the applicable License Term for a Free Offering, for any reason or no reason, immediately upon written notice to the other party. You acknowledge that all Free Offerings are provided "AS IS" and may not be functional on any machine or in any environment. TRIMBLE AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES RELATING TO FREE OFFERINGS, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIMBLE WILL HAVE NO WARRANTY, SUPPORT OR OTHER OBLIGATIONS WITH RESPECT TO FREE OFFERINGS UNLESS OTHERWISE SPECIFIED IN THE APPLICABLE ORDER FORM.

2.7.2. **Beta Releases.** Free Offerings designated as "pre-" or "beta" releases of the Software ("**Beta Releases**") may be inoperable, incomplete, or contain more errors and bugs than generally available Software. Trimble makes no promises that any Beta Releases will ever be made generally available. All information regarding the characteristics, features or performance of beta software constitutes Trimble Confidential Information. ANY USE OF A BETA RELEASE IS AT YOUR SOLE DISCRETION AND RISK.

2.7.3. **Evaluation Software.** Free Offerings designated as "for evaluation" ("**Evaluation Software**") may be used solely to determine whether to purchase a paid license for the Software and for no other purpose, including without limitation for competitive analysis. The License Term for Evaluation Software is thirty (30) days (unless otherwise specified on the applicable Order Form). Unless you pay the applicable license fee for the Software, the Evaluation Software may become inoperable and, in any event, your license to the Evaluation Software automatically expires at the end of the Evaluation Software License Term. If you purchase a license, this Agreement will apply to such purchase and your use of the Software.

2.8. **Educational Versions.** Notwithstanding anything to the contrary in this Agreement, for any version of the Software designated as "educational," you may install one (1) copy of the Software on one (1) computer and use the Software solely for educational purposes. For clarity, educational versions may not be used for any for-profit purpose, including professional work or training offered for a fee or by commercial entities.

### **3. Software Activation and Metering; Consent to Use of Data.**

3.1. Software Activation and Metering. The Software may gather and transmit to Trimble license compliance and related usage data. You will not disable, modify or interfere with the operation of any such functionality of the Software. Trimble (and any third-party service providers that Trimble uses to monitor and ensure compliance) may use the foregoing information to validate the authenticity of your license to the Software, to register your Software, for license metering and to protect Trimble against unlicensed or illegal use of the Software.

3.2. Consent to Use of Data. Trimble may, directly or through third parties (including a Reseller), collect and use technical information, information about you, and/or data that you provide in relation to your use of the Software or receipt of support and maintenance for the Software. Trimble may use such data to provide, maintain, support and improve the Software and Trimble's other products and services (including requesting your Feedback, providing critical updates to you and providing notifications to you regarding Beta Releases) and for any other business purpose. Trimble will not disclose such information externally unless it has been (a) de-identified so that it does not individually identify you or any other person or entity and (b) aggregated with similar information across other Trimble customers. You acknowledge that, to the extent permitted by law, Trimble assumes no responsibility for storage of such data or information.

### **4. Ownership.**

4.1. By Trimble. Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Trimble and/or its suppliers, as applicable, have and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software, Documentation, Professional Services deliverables and any and all related and underlying technology and documentation, and any copies, modifications and derivative works thereof, including as may incorporate Feedback. You acknowledge that you are obtaining only a limited license right to the Software and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to you under this Agreement or otherwise.

4.2. Feedback. Trimble may freely use or exploit any Feedback you choose to submit in connection with any of its products or services without any obligation or restriction based on intellectual property rights or otherwise.

5. Payment. You shall pay all fees associated with the Software licensed and any Professional Services purchased hereunder as set forth in the applicable Order Form. All payments shall be made in the currency in which they are invoiced within thirty (30) days of your receipt of the applicable invoice, unless otherwise specified in writing by Trimble. Except as expressly set forth in this Agreement, all fees are non-refundable once paid. You shall be responsible for all taxes, withholdings, duties and levies arising from the order (excluding taxes based on the net income of the Trimble). Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less.

### **6. Term of Agreement.**

6.1. Term and Termination. This Agreement is effective as of the Effective Date and expires when all License Terms hereunder have expired or been terminated. Either party may terminate this Agreement (including all related License Terms and Order Forms) if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). Except where an exclusive remedy may be specified in this Agreement, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

6.2. Effect of Termination. Upon any expiration or termination of this Agreement or the applicable License Term or Order Form, your license to the applicable Software terminates and you shall cease any and all use of the applicable Software, destroy all copies thereof and so certify to Trimble in writing. Upon any expiration or termination of this Agreement, you will return or destroy (and certify destruction of) any Trimble Confidential Information.

6.3. Survival. Sections 2.6 (License Restrictions), 4 (Ownership), 5 (Payment), 6.2 (Effect of Termination), 6.3 (Survival), 7.3 (Disclaimer of Warranties), 7.4 (Disclaimer for High Risk Activities), 10 (Limitation of Remedies and Damages), 11 (Confidential Information), 12 (Compliance), 13 (Purchase from Reseller) and 14 (General) shall survive any termination or expiration of this Agreement.

### **7. Limited Warranty and Disclaimers.**

7.1. Limited Warranty. Unless otherwise specified in the Product-Specific Terms, Trimble warrants to you that the Software shall operate in substantial conformity with the Documentation (a) during the License Term for Software licensed on a subscription basis, or (b) for all other Software, for a period of ninety (90) days from the Effective Date (in each case, the "**Warranty Period**"). Trimble's sole liability (and your exclusive remedy) for any breach of this warranty shall be, in Trimble's sole discretion, to use commercially reasonable efforts to provide you with an error-correction or work-around which corrects the reported non-conformity, or if Trimble determines such remedy to be impracticable within a reasonable period of time, either party may terminate the applicable Order Form (and any associated License Terms) and you will receive as your sole remedy a

refund of (i) any fees you have pre-paid for the Software for the terminated portion of the applicable License Term for any Software licensed on a subscription basis, or (ii) for all other Software, the license fee paid for the Software. Trimble shall have no obligation with respect to a warranty claim unless notified of such claim within (1) thirty (30) days after the date on which you first noticed the non-conformity and (2) the Warranty Period.

7.2. **Exclusions.** The above warranty shall not apply: (a) if the Software is used with hardware or software not specified in the Documentation; (b) if any modifications are made to the Software by you or any third party; (c) to defects in the Software due to accident, abuse or improper use by you; or (d) to Free Offerings.

7.3. **Disclaimer of Warranties.** THIS SECTION 7 CONTAINS A LIMITED WARRANTY AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE SOFTWARE AND ALL PROFESSIONAL SERVICES ARE PROVIDED "AS IS." NEITHER TRIMBLE NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. TRIMBLE DOES NOT WARRANT THAT YOUR USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY SECURITY MECHANISMS IMPLEMENTED BY THE SOFTWARE WILL NOT HAVE INHERENT LIMITATIONS. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

7.4. **Disclaimer for High Risk Activities.** THE SOFTWARE IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN LIFE SUPPORT, MEDICAL, EMERGENCY, MISSION CRITICAL, CONTROL OR GUIDANCE OF VEHICLES, DRONES OR OTHER UNMANNED MACHINES, OR OTHER STRICT LIABILITY OR HAZARDOUS ACTIVITIES, OR IN ANY OTHER SYSTEM WHOSE FAILURE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE (COLLECTIVELY, "HIGH RISK ACTIVITIES"). TRIMBLE SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. YOU REPRESENT AND WARRANT THAT YOU WILL NOT USE THE SOFTWARE (OR PERMIT IT TO BE USED) FOR HIGH RISK ACTIVITIES, AND AGREE THAT TRIMBLE WILL HAVE NO LIABILITY FOR USE OF THE SOFTWARE IN HIGH RISK ACTIVITIES. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS TRIMBLE FOR ANY DAMAGES, LIABILITIES OR OTHER LOSSES RESULTING FROM SUCH USE.

8. **Support & Maintenance.** Trimble shall provide the support and maintenance services specified in the applicable Order Form and/or the Product-Specific Terms during such period as you have paid the applicable fee. Unless (1) Trimble and you have entered into a separate written agreement for support and maintenance services or (2) different terms and conditions are set forth in the Product-Specific Terms, all such services shall be provided pursuant to Trimble's then-current Software Support and Maintenance Terms which are available at <https://www.trimble.com/support/SoftwareSSMTerms> or a successor URL.

9. **Professional Services.** Trimble shall provide the number of person-days, if any, of Professional Services purchased in the applicable Order Form and any applicable statement of work. Unless Trimble and you have entered into a separate written agreement for Professional Services, all Professional Services shall be provided pursuant to Trimble's then-current Professional Services terms which are available at <https://www.trimble.com/legal/tandcforservices> or a successor URL (the "Professional Services Terms"). Unless otherwise specified in the Professional Services Terms or such separate written agreement, you shall have a license right to use anything delivered as part of the Professional Services subject to the terms of your license to use the Software, but Trimble shall retain all right, title and interest in and to any such work product, code or Software and any derivative, enhancement or modification thereof created by Trimble (or its agents).

## 10. **Limitation of Remedies and Damages.**

10.1. **Consequential Damages Waiver.** NEITHER TRIMBLE NOR ITS SUPPLIERS SHALL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

10.2. **Liability Cap.** TRIMBLE'S AND ITS SUPPLIERS' ENTIRE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED IN AGGREGATE THE AMOUNT ACTUALLY PAID BY YOU TO TRIMBLE DURING THE PRIOR TWELVE (12) MONTHS UNDER THIS AGREEMENT.

10.3. **Nature of Claims and Failure of Essential Purpose.** The parties agree that the waivers and limitations specified in this Section 10 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 specified in this Agreement is found to have failed of its essential purpose.

11. **Confidential Information.** Any Software, Documentation or other code or technical information provided by Trimble (or its agents) shall be deemed "Trimble Confidential Information" without any marking or further designation. Except as expressly authorized herein, you will hold in confidence and not use or disclose any Trimble Confidential Information. You acknowledge that disclosure of Trimble Confidential Information would cause substantial harm to Trimble that could not be remedied by the payment of damages alone and therefore that upon any such disclosure by you, Trimble shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

## 12. **Compliance.**

12.1. **Export Control Compliance.** You are responsible for complying with all applicable export and import regulations and obtaining all necessary export and import licenses or permits for the direct or indirect export or import of any Software.

Without limiting the generality of the foregoing, you hereby acknowledge and agree that the Software and any associated Confidential Information are subject to the U.S. Export Administration Regulations and were exported from the United States, if at all, in accordance with those regulations. In the exercise of its rights, and the performance of its obligations under this Agreement, you shall comply strictly with all U.S. export control laws and regulations applicable to the Software, and shall not export, re-export, transfer, divert or disclose any such Software, or any direct product thereof, to any destination restricted or prohibited by U.S. export control laws, or to any national or resident thereof. Your obligations under this paragraph will survive the termination of this Agreement for any reason whatsoever. You will defend, indemnify and hold Trimble harmless against any liability (including attorneys' fees) arising out of your failure to comply with the terms of this paragraph. Your failure to comply with any term of this paragraph will constitute a material breach of this Agreement and entitle Trimble to immediately terminate this Agreement in addition to any other remedy available at law or equity.

12.2. **Anti-Corruption Compliance.** You acknowledge Trimble's commitment to strict compliance with all applicable United States and international anti-corruption and anti-bribery laws and regulations, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and others (collectively, "**Anti-Corruption Laws**"). You, and any third party acting on your behalf, shall comply with all applicable Anti-Corruption Laws. You, and any third party acting on your behalf, shall not directly or indirectly offer, promise, or give any payment or anything of value to a government official, or any other individual or entity, where the intent is to improperly influence any act or decision of the government official, or other individual or entity, to obtain or retain business or some other benefit or commercial advantage for you or Trimble. You, and any third party acting on your behalf, also shall not solicit or accept any sort of payment or anything of value from anyone, where the intent is to improperly influence any act of you, any third party acting on your behalf, or Trimble. You represent and warrant that neither you nor any of your officers, directors or employees is a government official, and that you will not retain any government official in connection with the performance of your activities pursuant to this Agreement.

12.3. **Compliance with Laws.** You are responsible for complying with all applicable laws, regulations and codes of practice in your use of the Software and any results derived from the Software.

**13. Purchase from Reseller.** If you obtained the Software through a Reseller, the following terms are applicable and shall prevail in event of any conflict with any other provisions of this Agreement:

a) The terms of this Agreement constitute the only terms applicable to the license of the Software to you and, except for terms of purchase, no terms between you and the Reseller shall apply to your use of the Software.

b) Instead of paying Trimble, you will pay the applicable amounts to the Reseller, as agreed between you and the Reseller. If the Reseller fails to pay Trimble the applicable fees for your use of the Software, Trimble reserves the right to terminate the applicable License Term for such Software and all related rights granted hereunder. Unless otherwise specified by Trimble, you may purchase renewal License Terms for Software licensed on a subscription basis under this Agreement directly from Trimble pursuant to an Order Form.

c) Your order details (e.g., the Software you are licensing, the License Term, and the Scope of Use) will be as stated in the order placed with Trimble by the Reseller, and the Reseller is responsible for the accuracy of any such order as communicated to Trimble. The Reseller is solely responsible for delivering to you the Software, Documentation and any License Keys (if applicable), and Trimble has no liability for the Reseller's failure to deliver such materials.

d) The Reseller may fulfill Trimble's warranty obligations under Section 7.1 (Limited Warranty) on behalf of Trimble. Notwithstanding the foregoing, 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. If the Reseller agrees to provide front-line support and maintenance services or Professional Services to you, Trimble has no responsibility for such Reseller-provided support and maintenance services or Professional Services.

e) In the event you are entitled to a refund under this Agreement, you must request such refund through the Reseller. Any request sent directly to Trimble may be redirected to the Reseller. Trimble will refund any applicable fees to the Reseller and the Reseller shall be solely responsible for refunding such fees to you. Trimble shall have no further liability to you in the event the Reseller fails to refund such fees to you.

f) If you obtained the Software in the United States, then the Trimble entity for purposes of this Agreement is Trimble Inc. Otherwise, the Trimble entity for purposes of this Agreement is Trimble Europe B.V., unless otherwise specified in the Product-Specific Terms.

#### **14. General.**

14.1. **Assignment.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Trimble may assign this Agreement to any affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Trimble's assets or voting securities related to the subject matter of this Agreement. You may not assign or transfer this Agreement, in whole or in part, without Trimble's written consent. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

14.2. **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

14.3. Governing Law: Jurisdiction and Venue.

14.3.1. Unless you obtained the Software in the European Union, this Agreement is governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. In such case the jurisdiction and venue for actions related to the subject matter hereof are the State of California and United States federal courts located in Santa Clara County, California, and both parties hereby submit to the personal jurisdiction of such courts.

14.3.2. If you obtained the Software in the European Union, this Agreement is governed by the laws of The Netherlands, excluding its rules governing conflicts of laws and without regard to the United Nations Convention on the International Sale of Goods. In such case the jurisdiction and venue for actions related to the subject matter hereof are the courts of Amsterdam, The Netherlands and both parties hereby submit to the personal jurisdiction of such courts.

14.4. Notices and Reports. Any notice or report hereunder shall be in writing. If to Trimble, such notice or report shall be sent to Trimble at the following address: Trimble Inc., Attn: General Counsel - Important Notice, 935 Stewart Drive, Sunnyvale, CA 94085 USA. If to you, such notice or report shall be sent to the address you provided upon placing your order. Notices and reports shall be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if sent by certified or registered U.S. mail (return receipt requested); or (c) one day after it is sent if by next day delivery by a major commercial delivery service.

14.5. Amendments; Waivers. Except as otherwise provided herein, no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by you will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

14.6. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

14.7. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

14.8. Force Majeure. Neither party shall 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 unforeseen events, which occur after the Effective Date and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license or changes in law or regulations by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure event at reasonable cost.

14.9. Audit. Upon Trimble's written request, you shall certify in a signed writing that your use of the Software is in full compliance with the terms of this Agreement (including any restrictions in the applicable Order Form). In addition to the license compliance monitoring rights in Section 3.1 (Software Activation and Metering), Trimble, or its authorized representative, may, upon prior reasonable notice of at least ten (10) days, inspect and audit your records and use of the Software to confirm your compliance with this Agreement. All such inspections and audits will be conducted during regular business hours and in a manner that does not unreasonably interfere with your business activities. You are responsible for such audit costs only in the event the audit reveals that your use is not in accordance with the licensed scope of use and for unpaid license fees.

14.10. Publicity/Press Releases. Trimble may identify you as a customer of Trimble and, with your consent (which may not be unreasonably withheld, conditioned or delayed), Trimble may issue a press release describing the parties' relationship under this Agreement. In connection with these activities, Trimble may use your trademarks and service marks, in accordance with any brand usage guidelines you provide us. You shall not issue or make any press releases, publications or public references regarding your relationship with Trimble unless you first inform Trimble of such proposed publicity, submit all proposed publicity materials to Trimble for review and obtain Trimble's prior consent in writing, in each particular instance. Subject to the foregoing, nothing herein shall grant either party any right, title or interest in the other party's trademarks or service marks.

14.11. Government End-Users. The Software is commercial computer software. If the user or licensee of the Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Software was developed fully at private expense. All other use is prohibited.

14.12. Subcontractors. Trimble may use the services of subcontractors and permit them to exercise the rights granted to Trimble in furtherance of Trimble's performance under this Agreement, provided that Trimble remains responsible for (a)

compliance of any such subcontractor with the terms of this Agreement and (b) the overall performance of Trimble as required under this Agreement.

14.13. Open Source Software. The Software may contain or be provided with open source software. Open source software may be identified in the Documentation, or Trimble shall provide a list of the open source software for a particular version of the Software to you upon written request. To the extent required by the license that accompanies the open source software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such open source software itself, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

14.14. Third-Party Materials. The Software 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**"). You are solely responsible for your compliance with any Third-Party Terms and failure to comply with such terms may result in termination of your right to access any elements of the Software which utilize such Third-Party Materials. If no Third-Party Terms are specified, you may use Third-Party Materials solely in support of your authorized use of the Software as set forth herein. 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 YOU FOR SUCH THIRD-PARTY MATERIALS.

**Exhibit A**  
**Product-Specific Terms**

1. **Overview.** The Software is an advanced geospatial data analysis software application.
2. **Dependencies.** Use of the Software may require a Trimble ID (a universal login for Trimble products and services). You can create a Trimble ID by visiting <https://identity.trimble.com/userprofile>.

3. **Scope of Use.**

You may copy and install the Software on any number of devices, but the Software may only be used at any one time by the maximum number of concurrent users specified in the Order Form. You may also make a reasonable number of copies of the Software for back-up and archival purposes.

If you are permitted to install the Software on a network server, and you transfer the Software from the site to a new location, you must provide Trimble with written notice of the new site prior to such transfer.

4. **Use by Affiliates.** Permitted Users may include employees or Contractors of Affiliates (as defined below). The Affiliate rights granted in this Section 4 shall not apply to any "enterprise wide" licenses unless Affiliate usage is designated in the applicable Order Form. "Affiliate" means any entity under your control, where "control" means ownership of or the right to control greater than 50% of the voting securities of such entity.

5. **Additional Warnings and Disclaimers.**

THE SOFTWARE IS A TOOL INTENDED TO BE USED BY TRAINED PROFESSIONALS ONLY. IT IS NOT A SUBSTITUTE FOR YOUR PROFESSIONAL JUDGEMENT OR INDEPENDENT TESTING. DUE TO THE LARGE VARIETY OF POTENTIAL APPLICATIONS FOR THE SOFTWARE, THE SOFTWARE HAS NOT BEEN TESTED IN ALL SITUATIONS UNDER WHICH IT MAY BE USED. ANY USE BY YOU OF THE SOFTWARE OR ANY THIRD-PARTY MATERIALS IS SOLELY AT YOUR OWN RISK AND YOU AGREE THAT TRIMBLE WILL HAVE NO LIABILITY FOR SUCH USE. TRIMBLE SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR THE RESULTS OBTAINED THROUGH THE USE OF THE SOFTWARE. YOU ARE RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT, AND CONTROL OF THE SOFTWARE. THIS RESPONSIBILITY INCLUDES, BUT IS NOT LIMITED TO, THE DETERMINATION OF APPROPRIATE USES FOR THE SOFTWARE AND THE SELECTION OF THE SOFTWARE AND OTHER PROGRAMS TO ACHIEVE INTENDED RESULTS. YOU ARE ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY AND ACCURACY OF ANY OUTPUT OF THE SOFTWARE.

6. **Support.** Notwithstanding anything to the contrary set forth in the Support and Maintenance Services applicable to the Software as described in Section 8 of the Agreement, updates and upgrades of the Software automatically include new versions of the Software (as designated by Trimble by a change to the left of the decimal in the version number (e.g., 1.x to 2.x)).

7. **Third-Party Terms.** NEITHER TRIMBLE NOR ANY ITS SUPPLIERS OFFER ANY WARRANTY IN CONNECTION WITH ANY THIRD-PARTY MATERIALS AND NEITHER TRIMBLE NOR ITS SUPPLIERS WILL BE LIABLE TO YOU FOR SUCH THIRD-PARTY MATERIALS. Per Section 14.14 (Third-Party Materials) of the Agreement, the Software may utilize or include certain Third-Party Materials. The applicable Third-Party Terms with respect to the Materials (including, without limitation, any open source software) are listed within the Acknowledgements and Legal Information section(s) of the documentation and are incorporated into the Agreement by reference.

8. **Purchase from Application Store.** If you obtained the 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 this Agreement, and your use of the Software is subject to Section 13 (Purchase from Reseller) of this Agreement. Except as expressly set forth in Section 13 (Purchase from Reseller) of this Agreement of these Product-Specific Terms, all fees are non-refundable once paid. Your download of the Software may be subject to other terms as specified by the operator of the Application Store from which you downloaded the Software.