

## Trimble Connect for HoloLens - Additional Terms

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1. The application is designed to render Models via an augmented reality experience using a Microsoft HoloLens device (“**HoloLens Device**”). “**Models**” means three-dimensional models created for or otherwise compatible with Trimble Connect, a Trimble software-as-a-service offering for storing and sharing content related to construction projects.

2. In addition to the restrictions in Section 3 of the SALT, you may not : (i) remove any product identification, proprietary, copyright, or other notices contained in the application; (ii) modify or translate any part of the application, create a derivative work of any part of the application, or incorporate the application into or with other software; or (iii) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the application. You are responsible for complying with all applicable laws, regulations and codes of practice in your use of the application.

3. The application may only be used in connection with Trimble Connect. Any access to or use of Trimble Connect is subject to the Trimble Connect Terms of Service, available at <https://community.trimble.com/docs/DOC-10003-terms-of-service> or a successor URL.

4. If you are downloading the application from the Microsoft HoloLens Online Store or other Microsoft application marketplace (“**Online Store**”), then (a) you may be required to pay a license fee (“**License Fee**”) to the Online Store, which you will be informed of prior to your download of the application, and (b) your download and payment may be subject to other terms, including without limitation the Microsoft HoloLens Online Store Terms of Use and Sale and the Microsoft Services Agreement. Your license to the application downloaded from the Online Store is contingent on your payment of any applicable License Fees in full, and any download or use of the application without payment of the applicable License Fees constitutes a material breach of this Agreement.

5. Trimble may provide bug fixes to the application (“ **Updates** ”), which will be included in the term “application.” In certain cases, Trimble may require you to download Updates to continue to use the application.

6. Trimble uses reasonable efforts to facilitate online self - help by providing online forums and other resources to the Trimble community but has no obligation to provide any support or maintenance for the application.

7. Either party may terminate this Agreement if the other party fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach. Upon any expiration or termination of the Agreement, you will immediately cease any and all use of and access to the application and delete (or, at Trimble’s request, return) any and all copies of the application and documentation. Except where an exclusive remedy is specified, the exercise of either party of any remedy under the Agreement, including termination, will be without prejudice to any other remedies it may have under the Agreement, by law or otherwise. Sections 3 (Scope of License), 5 (Technology and Export Restrictions), 7 (Entire Agreement), 8 (Applicable Law), 9 (Legal Effect), 10 (Disclaimer of Warranty), and 11 (Limitation on and Exclusion of Remedies and Damages) of the SALT, and paragraphs 2, 7, 9, 10, and 11 of these Additional Terms will survive any termination or expiration of this Agreement.

8. Trimble grants you a limited warranty that for a period of ninety (90) days from the date that you download the application, the application shall operate in substantial conformity with the documentation. Trimble’s sole liability (and your exclusive remedy) for any breach of this limited warranty shall be, in Trimble’s sole discretion, to use commercially reasonable efforts to provide you with an error - correction or work - around that corrects the reported non - conformity, or if Trimble determines such remedies to be impracticable within a reasonable period of time, to terminate this Agreement and refund the license fee paid for the application. In the event you are entitled to a refund under this Agreement, you must request such refund through Microsoft. Any request sent directly to Trimble may be redirected to Microsoft. Trimble will refund any applicable fees to Microsoft and Microsoft shall be solely responsible for refunding such fees to you. Trimble shall have no further liability to you in the event Microsoft fails to refund such fees to you. The above limited warranty shall not apply: (a) if the application is used with hardware or software not specified in the documentation; (b) if any modifications are made to the application by you or any third party; or (c) to defects in the application due to accident, abuse or improper use by you.

9. IN ADDITION TO THE DISCLAIMER OF WARRANTY IN SECTION 10 OF THE SALT, (I) TRIMBLE DISCLAIMS ANY WARRANTY OF TITLE AND (II) YOU AGREE THAT ANY USE BY YOU OF THE APPLICATION OR ANY HOLOLENS DEVICE IS SOLELY AT YOUR OWN RISK AND YOU AGREE THAT TRIMBLE WILL HAVE NO LIABILITY FOR SUCH USE, INCLUDING WITHOUT LIMITATION FOR ANY INJURY, ILLNESS, OR DAMAGE TO PROPERTY CAUSED BY YOUR USE OF THE APPLICATION OR THE HOLOLENS DEVICE. TRIMBLE MAKES NO WARRANTY THAT THE APPLICATION WILL MAINTAIN INTEROPERABILITY WITH ANY

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10. If specified in the documentation, the application may utilize or include third party-produced software, including software that is subject to open source and third party license terms ("**Third Party Software**"). You acknowledge and agree that your limited license right to use such Third Party Software as part of the application is subject to and governed by the terms and conditions of the end user terms or open source or third party licenses applicable to such Third Party Software, including, without limitation, any applicable acknowledgements, license terms and disclaimers contained therein ("**Third Party Terms**"). Any noncompliance by you with any Third Party Terms will be deemed a material breach of this Agreement. NEITHER TRIMBLE NOR TRIMBLE'S SUPPLIERS OFFER ANY WARRANTY IN CONNECTION WITH ANY THIRD PARTY SOFTWARE AND NEITHER TRIMBLE NOR ITS SUPPLIERS WILL BE LIABLE TO YOU FOR SUCH THIRD PARTY SOFTWARE. In the event of a conflict between this Agreement and any Third Party Terms, the Third Party Terms will control with regard to your use of the relevant Third Party Software.

11. Trimble may provide you with required or permitted notices via email. Any notices you give to Trimble under this Agreement will be deemed given only when personally delivered, delivered by reputable international courier requiring signature for receipt, or three (3) business days after being deposited in the mail, first class, postage prepaid, in each case to: Trimble, Inc., 935 Stewart Drive, Sunnyvale, CA 94085. The parties to this Agreement are independent contractors, and there is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. This Agreement will be construed in accordance with the laws of the State of California, without reference to its choice of law provisions and without regard to the United Nations Convention on the International Sale of Goods. The Federal and State courts located in Santa Clara County, California will be the exclusive venue for any claim or dispute between the parties and the parties hereby consent to the personal jurisdiction of those courts. If any provision of this Agreement is held unenforceable, that provision will be enforced to the extent permissible by law and the remaining provisions will remain in full force. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. You may not assign or transfer this Agreement or any rights hereunder without Trimble's prior written consent, and attempted assignment or transfer in violation of the foregoing will be void. Trimble may freely assign or transfer its rights or obligations hereunder at its sole discretion. No provision of this Agreement will be deemed waived unless the waiver is in writing and signed by Trimble. All amendments to this Agreement must be in writing and signed by both parties. Elements of the application are commercial computer software. If the user or

licensee of the application is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the application or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by 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 application was developed fully at private expense. All other use is prohibited.

## **Appendix 1**

Appendix 1: Processing Specification Form 1

### **Types of Personal Data**

1. Name
2. Phone
3. Email
4. Location Information
5. Company
6. Job Title
7. Online ID
8. Language Preference

### **Data Processing Activities and Purpose**

1. User authentication
2. Application use
3. Sales and billing
4. Customer support
5. Entitlement management
  - a. Project location
  - b. Spatial data rendering
  - c. Social networking

### **Categories of data subject affected**

1. Employees and Contractors of Enterprise customers
2. Application end-users

## **Appendix 2**

Appendix 2: Technical and Organizational 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 Connect occurs over HTTPS, ensuring communication is encrypted with TLS (SSL). All customer data is stored for high-availability and durability. Data generated within Trimble Connect is stored in secure databases which are backed-up daily. The Trimble Connect 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 Connect servers can only be accessed through secure encrypted channel connections using a VPN operated by Trimble Connect.

## **Account Security**

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

## **Appendix 3**

Appendix 3: List of Third Party Sub-Processors

### **Sub-Processor Name**

- Unity Technologies, Inc.

### **Address**

- 30 3rd St., San Francisco, CA 94103, USA

### **Safeguards acc. to Art. 44 - 50 GDPR**

- Data Processing Agreement

For more information about how Unity protects your data, please read the DPA at <https://unity3d.com/profiles/unity3d/themes/unity/images/pages/gdpr/Controller-Controller-DPA-5-2-2018.pdf> and their privacy policy at <https://unity3d.com/legal/privacy-policy>.

- Reference Links

1. <https://msdn.microsoft.com/en-us/library/windows/apps/hh694058.aspx>
2. <https://connect.trimble.com/terms-service>
3. <https://unity3d.com/profiles/unity3d/themes/unity/images/pages/gdpr/Controller-Controller-DPA-5-2-2018.pdf>
4. <https://unity3d.com/legal/privacy-policy>