TRIMBLE CONNECT SDK INTERNAL USE LICENSE AGREEMENT
Version 2.0

This Trimble Connect SDK Internal Use License Agreement (the "**Agreement**") is a binding agreement between you and Trimble Inc. and its affiliates ("**we**" or "**Trimble**"). In this Agreement, you are referred to as "**you**". If you are entering into this Agreement on behalf of a company, organization or another legal entity (an "**Entity**"), you are agreeing to this Agreement for that Entity and representing to Trimble that you have the authority to bind such Entity to this Agreement, in which case the term "you" shall refer to such Entity. If you do not have such authority, or if you do not agree with this Agreement, you must not accept this Agreement or use the SDK. Trimble may modify this Agreement from time to time, subject to Section 14 (Changes to this Agreement) below.

By clicking on "I agree" (or a similar button) or by using or accessing the SDK, you agree to be bound by this Agreement.

1.   SDK Usage.

1.1.   Introduction. Trimble makes available certain application programming interfaces (the "**APIs**") and a software development kit (collectively with the APIs, the "**SDK**") for use with its Trimble Connect offering ("**Trimble Connect**") and/or the Trimble ID service. The SDK includes any documents, guidelines and instructions provided with the SDK (the "**Documentation**"). You may only use the SDK with Trimble Connect if you are a registered user of Trimble Connect.

1.2.   Credentials. You may not access the SDK unless Trimble has provided you with valid credentials. All SDK access keys (including for APIs) and other developer credentials are Trimble's Confidential Information and may not be shared with third parties.

1.3.   Your Use Rights. Subject to the terms and conditions of this Agreement and the Documentation, you may use the SDK solely to enable your internal applications or services ("**Your Internal Applications**") to access or interface with Trimble Connect for use by End Users. "**End Users**" means your employees, agents or contractors acting for your sole benefit. Your Internal Applications expressly excludes any applications, products, or services that you sell, distribute, license or otherwise make generally available to third parties. All of your use rights in this Agreement are limited, non-exclusive, non-sublicenseable and non-transferable.

1.4.   Rate Limits. From time to time, Trimble may place limits on access to the SDK (e.g., limits on numbers of API calls or requests). Further, Trimble may monitor your usage of the SDK and limit the number of calls or requests you may make if Trimble believes that your usage is in breach of this Agreement or may negatively affect Trimble Connect or other Trimble Connect users (or otherwise impose liability on Trimble).

1.5.   Conditions on Use. As conditions on your use rights, you agree not to (and not to permit any third party to): (a) take any action that would subject the SDK or Trimble Connect to any third party terms, including without limitation any "open source" software license terms; (b) make any calls to the APIs that are not driven by a request from an End User, other than as part of reasonable testing of Your Internal Applications; (c) copy, frame or display any elements of Trimble Connect through Your Internal Applications or use the SDK with any of Your Internal Applications that substantially replicate any features or functionality of Trimble Connect; (d) sell, rent or lease the SDK on a standalone basis or use the SDK for hosting, service provider or like purposes; (e) remove or obscure any copyright notices from the SDK; (f) access the SDK for competitive analysis or disseminate performance information (including uptime, response time and/or benchmarks) relating to the SDK or Trimble Connect; (g) modify or create derivative works of any elements of the SDK, except as permitted in this Agreement; (h) use the SDK to integrate any application, product, or service to Trimble Connect other than Your Internal Applications; or (i) interfere with or compromise the integrity of Trimble Connect, the APIs or our systems (including by probing, scanning or testing their vulnerability), attempt to gain unauthorized access to Trimble Connect or user accounts or data, or circumvent any access or usage limits we impose.

1.6.   Trimble ID Authentication. You acknowledge and agree that in order to authenticate your End Users

using the Trimble ID APIs, such End Users must separately have registered with Trimble as users of the Trimble ID service under Trimble's applicable terms of service.

2.   Use of Marks.

2.1.   No Use of Trimble Marks. You may not use any Trimble names, logos or other trademarks without the prior written consent of Trimble.

2.2.   Use of Your Marks. Trimble may (but is not obligated to) use your name, logos and other trademarks (including those related to Your Internal Applications) ("**Your Marks**") to identify you as a Trimble developer and to promote Your Internal Applications and Trimble Connect. Trimble receives no other rights to Your Marks under this Agreement. All goodwill arising from use of Your Marks belongs to you. These rights are sublicensable through multiple tiers, including Trimble's affiliates, contractors and marketing partners, and may be exercised in connection with Trimble Connect or Trimble's developer program and in related marketing and promotion, in any form or media.

3.   Your Responsibilities.

3.1.   Your Internal Applications and End Users. You are solely responsible, at your own expense, for (a) Your Internal Applications and their distribution, operation and support and (b) compliance by each End User with the terms of this Agreement.

3.2.   End User Data. As a result of your use of the SDK with Your Internal Applications, End Users may direct you to retrieve certain of their data, content or information from Trimble Connect ("**End User Data**") for their further use with Your Internal Applications. You agree to retrieve End User Data only to the extent enabled by End Users and as necessary to provide Your Internal Applications to that End User. You will ensure that all End User Data is collected, processed, transmitted, maintained and used in accordance with (i) your agreement with the applicable End User, a legally adequate privacy policy, and appropriate notices to and consents the End User, (ii) all Laws (as defined below) and (iii) industry-standard technical, administrative and physical security measures that protect the privacy and security of all End User Data.

3.3.   Security Breaches. In case of any suspected or actual security breach of Your Internal Applications or your systems affecting Trimble Connect or any other Trimble systems, services or data, you must immediately notify Trimble and cooperate with Trimble to remediate the issue and mitigate its effects. You must obtain Trimble's approval for any security breach notifications to End Users that refer directly or indirectly to Trimble.

3.4.   Trimble Connect Terms of Service. Any use of Trimble Connect through Your Internal Applications is subject to the Trimble Connect Terms of Service ("**Trimble Connect Terms**"). You must enter into the then-current Trimble Connect Terms, and all of your End Users must either have entered into the Trimble Connect Terms separately or be authorized to use Trimble Connect under the Trimble Connect Terms between you and Trimble. You will not (a) facilitate or encourage any End User to violate the Trimble Connect Terms or (b) interfere with any End User's review or acceptance of the Trimble Connect Terms. For the avoidance of doubt, your use of the SDK is subject to this Agreement, not the Trimble Connect Terms. If Trimble receives any data from you or Your Internal Applications on an End User's behalf, that data will be subject solely to the Trimble Connect Terms.

3.5.   No Resale. This Agreement does not grant you the right to distribute or resell Trimble Connect or to create any binding commitment on behalf of Trimble. In addition, you may not directly or indirectly charge End Users for use of, or access to, the functionality of Trimble Connect or the SDK.

3.6.   Your Representations and Warranties. You represent and warrant that (a) you have full power and authority to enter into and perform this Agreement and to exploit Your Internal Applications without violating any other agreement; (b) Your Internal Applications and their use will not violate any third-party rights (including intellectual property rights and rights of privacy or publicity) or any laws, rules, regulations or orders, including those relating to data privacy, data transfer, international communications or the export of technical or personal

data ("**Laws**"); (c) all information you provide to Trimble is and will be true, accurate, and complete; and (d) you will not interfere with Trimble's business practices or the way in which it licenses or distributes Trimble Connect or the SDK. You may not suggest any affiliation with Trimble, including any suggestion that Trimble sponsors, endorses or guarantees Your Internal Applications, except for the SDK integration relationship expressly contemplated in this Agreement. You may not make any representations, warranties or commitments regarding Trimble or Trimble products or services or on behalf of Trimble.

3.7. <u>Indemnification</u>. You will indemnify, defend (at Trimble's request) and hold harmless Trimble and its affiliates and their respective directors, officers, employees, agents, contractors, end users and licensees from and against any claims, losses, costs, expenses (including reasonable attorneys' fees), damages or liabilities based on or arising from (a) Your Internal Applications, (b) your relationships or interactions with any End Users, or (c) your breach or alleged breach of this Agreement. Trimble may at its own expense participate in the defense and settlement of any claim with its own counsel, and you may not settle a claim without Trimble's prior written consent (not to be unreasonably withheld).

4. **Ownership**. Trimble and its third-party licensors retain all ownership and other rights in the SDK and Trimble Connect, including all intellectual property rights. Providing feedback, comments, or suggestions about the SDK or Trimble Connect ("**Feedback**") to Trimble is wholly voluntary. By providing Feedback, you grant Trimble a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify, sublicense (through multiple tiers) and otherwise exploit the Feedback (including any ideas, concepts, methods, know-how or techniques embodied in Feedback) for any purpose, without any restriction or obligation to you based on intellectual property rights or otherwise. For clarity, nothing in this Agreement assigns ownership of Your Internal Applications or intellectual property rights to Trimble.

5. **No Support or Maintenance**. Trimble has no obligation to provide any maintenance or support for the SDK (or to End Users) or to fix any errors or defects. If Trimble in its discretion provides any updates, modifications, enhancements, and other new releases to the SDK, such materials will be deemed included in the "SDK" under this Agreement unless Trimble specifies otherwise.

6. **Changes to the SDK**. From time to time, Trimble may change the SDK or Trimble Connect. Future versions of the SDK may not be compatible with Your Internal Applications developed using previous versions. Trimble typically makes these changes as part of its overall developer program and is unable to provide notice of the changes to developers individually. Trimble will have no liability resulting from the actions described in this Section.

7. **Termination.** This Agreement remains in effect until terminated. You may terminate this Agreement at any time by ceasing all use of the SDK and any relevant developer credentials. Trimble may terminate this Agreement (a) for no reason or any reason upon thirty (30) days' notice to you or (b) if you breach any provision of this Agreement and do not cure such breach within fifteen (15) days after written notice of the breach (or immediately in Trimble's discretion in case of willful or significant breaches). Trimble may also suspend your use of the SDK or terminate this Agreement immediately if Trimble is required to do so by Law, if Trimble ceases to offer the SDK or Trimble Connect, in case of any security breach or other concern under Section 3.3 (Security Breaches), or if Trimble determines that continuing under this Agreement could result in legal or business liability or cause harm to its products, services, reputation or users. Upon any termination, (i) your rights to use the SDK (including related access keys and credentials) will immediately terminate and you will cease all such use, (ii) you will return or destroy all Confidential Information (as requested by Trimble) and (iii) Sections 2.2 (Use of Your Marks), 3 (Your Responsibilities), 4 (Ownership), and 7 (Termination) through 18 (General) will survive. You understand that after termination you will have no further access to any data or content that you submitted to Trimble relating to the SDK. Trimble will have no obligation or liability resulting from any termination or suspension as contemplated in this Section 7.

8. **Disclaimer of Warranties**. TO THE FULL EXTENT PERMITTED BY LAW, THE SDK AND TRIMBLE CONNECT ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND TRIMBLE AND ITS THIRD PARTY LICENSORS DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR ANY PURPOSE.

TRIMBLE MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE RELATED TO RELIABILITY, ACCURACY, OR COMPLETENESS OF THE SDK OR TRIMBLE CONNECT, THAT TRIMBLE WILL CONTINUE TO OFFER THE SDK OR THAT USE OF THE SDK OR TRIMBLE CONNECT WILL BE SECURE, TIMELY, UNINTERRUPTED, ERROR-FREE OR MEET YOUR REQUIREMENTS OR EXPECTATIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, TRIMBLE HAS NO WARRANTY, INDEMNIFICATION OR OTHER OBLIGATION OR LIABILITY WITH RESPECT TO YOUR INTERNAL APPLICATIONS OR THEIR COMBINATION, INTERACTION, OR USE WITH ANY TRIMBLE PRODUCTS OR SERVICES OR THE SDK. You may have other statutory rights, in which case the disclaimers above will apply to the full extent permitted by law.

9.   Limitations of Liability.

9.1.   <u>Consequential Damages Waiver</u>. TRIMBLE AND ITS SUPPLIERS WILL HAVE NO 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 THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

9.2.   <u>Liability Cap</u>. TRIMBLE'S AND ITS SUPPLIERS' ENTIRE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED IN AGGREGATE ONE HUNDRED U.S. DOLLARS ($100).

9.3.   <u>Nature of Claims and Failure of Essential Purpose</u>. You acknowledge and agree that the waivers and limitations specified in this Section 9 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.

10.   Trimble Confidential Information. All information disclosed by Trimble that is marked as confidential or proprietary or that you should reasonably understand to be confidential or proprietary from the circumstances of disclosure is "**Confidential Information**." Confidential Information includes non-public aspects of the SDK. Confidential Information shall not include any information that: (i) is or becomes generally known to the public; (ii) was known to you before its disclosure hereunder; or (iii) is received from a third party, in each case without breach of an obligation owed to Trimble or anyone else. During and after the term of this Agreement, you shall (a) maintain Confidential Information in confidence (using at least the same measures as for your own confidential information, and no less than reasonable care) and not divulge it to any third party and (b) only use Confidential Information to fulfill your obligations under this Agreement. If you are compelled by law to disclose Confidential Information, you must provide Trimble with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Trimble's cost, if Trimble wishes to contest the disclosure. In the event of actual or threatened breach of this Section 10, Trimble shall have the right, in addition to any other remedies available to it, to seek injunctive relief to protect its Confidential Information, it being specifically acknowledged by the parties that other available remedies may be inadequate.

11.   Independent Development; Information You Provide Is Not Confidential. You understand and agree that Trimble develops its own products and services and works with many other vendors and developers, and either Trimble or these third parties could in the future develop (or already have developed) products similar to yours. You should not provide to Trimble any information that you consider confidential and you agree that Trimble is not subject to any confidentiality obligations or use restrictions related to information that you may provide to Trimble in relation to this Agreement. You expressly agree that nothing in this Agreement limits Trimble's right to develop or have developed for it products, concepts, systems or techniques that are similar to or compete with any of Your Internal Applications or any other products, concepts, systems or techniques contemplated by or embodied in information you disclose to Trimble. For clarity, however, this Section in itself does not grant Trimble any license under your intellectual property rights.

12.   Usage Data. In addition to Trimble's other rights, Trimble may collect certain data and information regarding your use of the SDK, including data about your API requests, Your Internal Applications, and the End User accounts that you access ("**Usage Data**"). Trimble may use and exploit Usage Data for any purpose in connection

with operating, improving and supporting the SDK and its products and services.

13. **Export Restrictions**. The SDK may be subject to export restrictions by the United States government and import restrictions by certain foreign governments, and you agree to comply with all applicable export and import laws and regulations in your use of the SDK. You shall not (and shall not allow any third party to) remove or export from the United States or allow the export or re-export of any part of the SDK or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to 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 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. You represent and warrant that you are 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 SDK is restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology without the prior permission of the United States government.

14. **Changes to this Agreement**. Trimble may modify this Agreement from time to time. Trimble will use reasonable efforts to notify you of modifications. You may be required to click through the modified Agreement to show your acceptance and in any event your continued use of the SDK after the modification constitutes your acceptance to the modifications. If you do not agree to the modified Agreement, your sole remedy is to terminate your use of the SDK as described in Section 7 (Termination).

15. **Open Source Software.** The SDK may contain or be provided with components subject to the terms and conditions of "open source" software licenses ("**Open Source Software**"). To the extent applicable, Trimble will identify Open Source Software included in the SDK. 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, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

16. **Choice of Law and Location for Resolving Disputes.** This Agreement is governed by and construed in accordance with the laws of the State of California and applicable United States federal law, without reference to "conflicts of laws" provisions or principles. The exclusive jurisdiction for any claim or action arising out of or relating to this Agreement or your use of the SDK will lie exclusively in, or be transferred to, the courts of the County of Santa Clara and/or the Northern District of California. You will submit to the exercise of personal jurisdiction of such courts for the purpose of adjudicating any such claim or action. Notwithstanding the foregoing, Trimble may choose to file a complaint against you or take any other legal action (including, without limitation, requesting injunctions or immediate relief in summary proceedings) against you before any competent court in your jurisdiction for any claim or action arising out of or relating to these Agreement.

The parties specifically exclude from application to this Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.

17. **Contacting Trimble.** Information on how to contact Trimble may be found at http://www.trimble.com/Corporate/Contacts.aspx. Any notice or other communication given by you to Trimble regarding this Agreement will be deemed given and served when personally delivered, delivered by reputable international courier requiring signature for receipt, or five business days after mailing (postage prepaid), addressed to Trimble at its notice address. Trimble's notice address is: Trimble Inc., Attn: General Counsel – Important Legal Notice, 935 Stewart Drive, Sunnyvale, CA 94085, USA.

18. **General.** Except as otherwise specified herein, this Agreement constitutes the entire agreement between you and Trimble with respect to your use of the SDK and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and Trimble with respect to use of the SDK. Except as set forth in Section 14 (Changes to this Agreement), all amendments or modifications must be in writing and

signed by both parties. Trimble may freely assign this Agreement without your consent. This Agreement, and any rights and licenses granted under this Agreement, may not be transferred or assigned by you to a third party. Any rights not otherwise expressly granted by this Agreement are reserved by Trimble, its suppliers or other developers. The failure of Trimble to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any part of this Agreement is held invalid or unenforceable by a court of competent jurisdiction that portion will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions will remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the SDK must be filed within one year after such claim or cause of action arose or be forever barred. The official language of this Agreement is English. If there is a conflict between the English language version and any translation, the English language version will control. The SDK is commercial computer software. If the user or licensee of such technology is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of such technology, or any related documentation of any kind, including technical data and manuals, is restricted 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 SDK was developed fully at private expense. All other use is prohibited.