

TRIMBLE LEARN TERMS OF SERVICE

Last Updated: May 20, 2025

These Terms of Service (this “**Agreement**”) are by and between Trimble Inc., a Delaware corporation, on behalf of itself and its affiliates (collectively, “**Trimble**”) and you as an individual, or, if you represent an entity or other organization, that entity (in either case, “**you**” or “**your**”).

The content, offerings and services (the “**Content**”) on the Trimble Learn learning management platform (the “**Platform**”) is accessed through learn.trimble.com (the “**Site**”) or through an application downloaded from an App Store described in Section 9 (“**Application**”). The Content available through the Platform also includes the training courses and offerings, certification programs, and learnings tools (the “**Training Courses**”) and other related content and materials (the “**Course Materials**”). This Agreement applies to your use of the Platform and the Content whether you access the Platform through the Site or an Application.

PLEASE CAREFULLY READ THIS AGREEMENT. BY ACCESSING OR USING ANY PART OF THE PLATFORM OR CONTENT, OR BY CLICKING A BOX THAT STATES THAT YOU ACCEPT OR AGREE TO THIS AGREEMENT, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, BY ACCESSING OR USING ANY PART OF THE PLATFORM OR CONTENT, OR BY CLICKING A BOX THAT STATES YOU ACCEPT OR AGREE TO THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU HAVE AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT.

IF YOU ACCESS OR USE THE PLATFORM OR CONTENT, YOU ACKNOWLEDGE THAT YOU MEET THE ELIGIBILITY QUALIFICATIONS IN SECTION 3.1.

IF YOU DO NOT HAVE THE REQUIRED AUTHORITY, DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, OR DO NOT MEET THE ELIGIBILITY QUALIFICATIONS, THEN TRIMBLE IS NOT WILLING TO PROVIDE YOU WITH ACCESS TO OR USE OF THE PLATFORM OR CONTENT AND YOU SHALL NOT ACCESS OR USE THE PLATFORM OR CONTENT.

1. **TERM.** This Agreement is entered into as of the date you first access or use a Platform or Content (the “**Effective Date**”) and will continue until terminated as described in Section 11.
2. **MODIFICATION.** Trimble may in its sole discretion at any time modify this Agreement. When Trimble makes changes, Trimble will post the new copy of this Agreement on the Platform. Trimble will notify you through the Platform or by posting a notice on the Platform. Changes will be effective immediately upon notifying you or posting the new Agreement. If you object to the changes, you may terminate this Agreement as described in Section 11 and must stop using the Platform or Content. If you do not object, you will be deemed to have agreed to all changes by continuing to use the Platform and Content. PLEASE REGULARLY CHECK THE PLATFORM TO VIEW THE CURRENT VERSION OF THIS AGREEMENT.
3. **ELIGIBILITY AND NOTICE.**
 - 3.1. **Eligibility.** You should be 18 years of age or older to access or use the Platform (including any Site and Application) or Content. Users under the age of 18 but age 13 or older should have the consent of a parent or legal guardian each time they access Trimble's Platform and Content. Trimble's Platform and Content are not designed for Users under the age of 13.
 - 3.2. **Notice to Users.** Trimble has no obligation to screen or verify the eligibility, suitability, or background of any User. It is your responsibility to make your own assessment of other Users you interact with through the Platform. Trimble has no responsibility or liability to you related to any Content except as expressly set forth in this Agreement. You use the Content available through the Platform at your own risk.
 - 3.3. **Additional Agreements.** If any portion of the Platform is subject to an additional agreement published by Trimble and terms in that additional agreement conflict with this Agreement, the term in the additional agreement will govern. Users may be required to agree to other third-party terms and conditions applicable to particular Content. Trimble is not a party to and shall have no responsibility with regard to any agreement that any User (including you) enters into with any other User or any other third party. Trimble will not participate in disputes between Users.

4. ACCOUNTS.

- 4.1. **Users.** You are required to register for an Account (an “**Account**”) on the Platform and agree to this Agreement before you are permitted to access certain Content. You, any person you authorize to access the Platform and Content, and all other users are each a “**User**.” Trimble may approve or disapprove your registration for an Account in its sole discretion. Each Account and the user identification and password for each Account (the “**Account ID**”) issued to you may be used only by you alone and may not be shared with anyone else. You are solely responsible and liable for all use of the Platform and Content through your Account. You will keep your Account ID confidential and secure and will notify Trimble immediately if your Account ID is lost, stolen, or otherwise compromised. You are fully responsible for all charges incurred through the use of your Account or under your Account ID (whether lawful or unlawful).
- 4.2. **Account Registration.** While establishing an Account you may be asked to submit certain information about yourself (“**Registration Information**”). You represent and warrant that: (a) all Registration Information you provide will be accurate, complete, and current; and (b) you will maintain and promptly update your Registration Information to keep it accurate, complete, and current. You may not: (i) use or input Registration Information of another person; and (ii) use or input Registration Information that Trimble, in its sole discretion, deems offensive. Section 18 identifies Trimble’s Privacy Policy which applies to any Registration Information, including personally identifiable information you may submit to create or authenticate your account.

5. USER CONTENT; FEEDBACK.

- 5.1. **Your User Content.** “**User Content**” means any and all information, data, questions, reviews, comments, and other content (including, text, audio, video, photographs, illustrations, graphics, and other media) that a User provides to Trimble or makes available while using the Platform and Content. You are solely responsible for your User Content and you agree that all of your User Content will be considered non-confidential. You assume all risks and liability associated with use of your User Content by other Users, including any reliance on its accuracy, completeness, or usefulness, or with any disclosure of your User Content that makes you or any third party personally identifiable. You represent and warrant that your User Content does not violate the Restrictions on Use (described in Section 7.1) or Acceptable Use Policy (AUP) (described in Section 7.2) or the intellectual property rights of Trimble or any third party. You may not state or imply that your User Content is in any way provided, sponsored, or endorsed by Trimble. Trimble is not responsible for reviewing User Content before a User makes it available on the Platform. Trimble is not obligated to backup any User Content. Trimble may delete User Content at any time, for any reason or no reason, without notice. Without limiting the foregoing, Trimble will not be held liable to you or any other third party for any Content (including your User Content) under the Communications Decency Act, 47 U.S.C. § 230. Except as set forth in this Agreement, you are granted no licenses or other rights in or to any Content, or any IPR (as defined in Section 7.2) in or related to the Content.
- 5.2. **Ratings.** The Platform may allow you to rate, review, or comment about (the ratings, reviews, and comments are “**Reviews**”) certain Content, such as “liking” Content through a button or similar mechanism. Reviews are included in User Content. Your Reviews must be made in good faith after reasonable evaluation of the Content being reviewed. You may post only one Review per individual Content item (e.g., one training course), unless you have a good-faith change based on your further evaluation. In addition Reviews must comply with the Acceptable Use Policy and may not impersonate any other person or entity, including any of Trimble’s employees or agents. You agree that Trimble has no obligation to remove any Reviews or other information posted on the Platform about you or any other person or entity.
- 5.3. **Rights to your User Content.** As between you and Trimble, you own your User Content (except Feedback). However, by providing or generating your User Content through the Platform, you grant Trimble a non-exclusive, worldwide, royalty-free, paid-up, perpetual, irrevocable, transferable, and fully sublicensable (including to other Users and other third parties) right to use, copy, store, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display your User Content throughout the world in any form, medium, media, software, or technology of any kind for any purpose. You also grant Trimble the right to use your name, or otherwise identify you, in connection with your User Content. You agree that you have the rights necessary to allow Trimble and its service providers to use your User Content.
- 5.4. **Feedback.** If you provide Trimble any feedback or suggestions regarding the Platform (or any portion of it) or any Content (“**Feedback**”), you hereby assign to Trimble all right, title, and interest in and to the Feedback and agree that Trimble shall have the right to use such Feedback in any manner Trimble deems

appropriate. All Feedback you provide to Trimble is non-confidential and non-proprietary. You agree that you will not submit to Trimble any information or ideas that you consider to be confidential or proprietary.

6. ACCESS.

- 6.1. **Internet Connection.** The Platform, Applications, and Content may require an active Internet connection or other means of electronic communications to operate, which are not the responsibility of Trimble
- 6.2. **To the Platform.** As long as you comply with this Agreement and are permitted to set up an Account, Trimble permits you to access and use the Platform and Content solely as permitted by the terms of this Agreement.
- 6.3. **To Applications.**
 - 6.3.1. As long as you comply with this Agreement and any other agreement accompanying each Application, Trimble permits you to use and access the Platform and Content through Applications. You are granted no other licenses or other rights in or to any Application. You shall not modify, reproduce, perform, display, create derivative works from, republish, post, transmit, participate in the transfer or sale of, or distribute the Application, or use the Application outside the scope permitted. Section 9 describes where to download Applications and the applicable requirements.
 - 6.3.2. Trimble makes no warranties regarding the continued compatibility of the Platform or applicable Content with your mobile device. You are solely responsible for the configuration and operation of your mobile device. Your access to the Platform and Content may be affected by, and Trimble will have no liability for, the compatibility, configuration, or operation of your mobile device, or other factors outside of Trimble's control.
- 6.4. **To Content.**
 - 6.4.1. **Use Right.** As long as you comply with this Agreement and subject to the restrictions on use in this Agreement (including without limitation in Section 7 below), Trimble permits you to access and use the Content in connection with your own use of the Platform. Except as set forth in this Agreement, you are granted no licenses or other rights in or to any Content, or any IPR in the Content or related to the Content. If you would like to use any Content in a manner not permitted by this Agreement, please contact Trimble. Trimble may terminate your right to particular Content in its discretion.
 - 6.4.2. **Informational Purposes Only.** All Content is provided for informational purposes only. Trimble is not responsible for errors or omissions in any Content. You are solely responsible for verifying the accuracy, completeness, and applicability of all Content and for your use of any Content.
 - 6.4.3. **User Content.** Because Trimble does not control User Content, you acknowledge and agree that Trimble is not responsible for any User Content. Trimble makes no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions and transactions with any other User are solely between you and such User. You agree that Trimble will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any other User, Trimble is under no obligation to become involved.
 - 6.4.4. **Downloading Course Materials.** As long as you comply with this Agreement and any other agreement which may apply, Trimble permits you to: (i) download, store, and/or print one (1) copy of course completion certificates (e.g., PDF files associated with a lesson) on any single computer under your exclusive control solely for recordkeeping purposes, as long as all copyright and other proprietary notices remain intact and are prominently displayed; and (ii) to download, store, and/or print out one (1) copy of any downloadable or printable Course Materials solely for your own reference purposes. You may not otherwise download or store any Training Course or portion thereof without Trimble's prior written authorization (in each case). You may not alter or modify any Course Materials or certificates.
 - 6.4.5. **Limited use of Trimble Trademarks.** Provided you comply with all requirements to receive the certification, Trimble grants you permission to use and display the "Trimble certified" or similar Trimble certification-related logo provided to you by Trimble, for your business purposes, for example, as included within a course completion certificate to identify your successful receipt of certification from the applicable training course. Trimble's permission is limited to use and display in your business eMail signature block, online biographies, and platforms such LinkedIn or other similar business platforms. Except for presenting successful completion of the training course, you may not, under any circumstances, make any express or implied statement or representation that you are affiliated in any way with Trimble or Trimble endorses your products, services, or capabilities. You must not modify Trimble's logo in any manner. This permission to use and display Trimble's logo terminates when your

certification for the course expires or when Trimble terminates your permission, which it may do at any time in its discretion.

6.5. Expiration. Training Courses, Course Materials and certificates are generally made available on the Platform on a time-limited basis. Your right to use the Training Course and Course Materials will automatically expire on the expiration date. It is your responsibility to complete the Training Course and use the Course Materials and certificates for which you registered prior to its expiration date.

6.6. Ownership; Modifications. The Platform and Application are owned by Trimble and its licensors. Unless noted otherwise on the Platform, all Training Courses and Course Materials are owned by Trimble or Trimble's other third-party providers. Trimble may modify, update, or remove any Content, Course Materials and Applications at any time for any reason in its discretion.

6.7. Training Courses - Cancellation.

6.7.1. e-Learning Training Courses. e-Learning Training Courses are non-cancellable and non-refundable.

6.7.2. In-Person Training Courses. To cancel an in-person Training Course, you must provide written notice of your intent to cancel your registration to Trimble via email at learn@trimble.com within sixty (60) days after the date of purchase for such Training Course. The following conditions apply: (a) if a cancellation notice is received more than fourteen (14) days prior to the start date of the applicable Training Course, the User will incur no liabilities and will be eligible for a full refund; and (b) if a cancellation request is received fourteen (14) or fewer days prior to the start date for the Training Course, or on or after the Training Course begins, the User will incur an administration fee equal to 100% of the Training Course fee posted on the Platform and will not be eligible for any refund. Trimble may cancel, change location and instructors, and change the content of in-person Training Courses at any time. If an in-person Training Course must be canceled or the location changed, registrants will be informed prior to the start of the Training Course. Please do not purchase non-refundable airline tickets more than fourteen (14) days before any in-person Training Course. In-person Training Courses might also be canceled for emergency reasons at any time. Should an in-person Training Course require cancellation or change in location, Trimble is not responsible for non-refundable airline tickets or other travel accommodations.

7. RESTRICTIONS; LIMITATIONS ON USE.

7.1. Restrictions on Use. You will not, and will not permit any third party to: (1) access or attempt to access the Platform and Content except as expressly provided in this Agreement; (2) use the Platform or Content in any manner that could damage, disable, overburden, or impair the Platform Technology or Content; (3) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter the Platform Technology or Content; (4) harvest, collect, gather, or assemble information or data regarding other Users, including email addresses, without their consent; (5) alter, modify, reproduce, create derivative works of the Platform Technology; (6) alter, obscure, or remove any copyright, trademark, or any other notices that are provided on or in connection with the Platform and Content; (7) distribute, sell, resell, lend, loan, lease, license, sublicense, or transfer any of your rights to access or use the Platform and Content, or otherwise make the Platform and Content available to any third party; (8) reverse engineer, disassemble, decompile, or otherwise attempt to discern the source code of the components of the Platform Technology (or any portion of it) or derive the method of operation of the Platform Technology nor may you reproduce all or any portion of the components of the Platform or Content; (9) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Platform Technology or Content; (10) interfere with the operation or hosting of the Platform Technology; or (11) introduce software or automated agents or scripts to the Platform so as to produce multiple accounts, generate automated searches, requests, and queries, or to strip, scrape, deep link, or mine Content from the Platform (except that Trimble grants the operators of public search engines revocable permission to use spiders to copy materials for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials).

7.2. Acceptable Use Policy. You agree, represent, and warrant not to use the Platform or Content to collect, post, transmit, display, or distribute any User Content, or take any other action, that: (a) violates this Agreement, including the Privacy Policy, or any applicable laws, rules, or regulations ("Laws"); (b) infringes, misappropriates or violates any copyrights, trademarks, service marks, trade secrets, patent rights, moral rights or other intellectual property rights ("IPR"), or violates any proprietary rights, rights of publicity, rights of privacy, or any other legal rights protecting data, information, or intangible property, and contract rights or other rights of any third party; (c) is in Trimble's opinion harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, fraudulent, intentionally

misleading, trade libelous, pornographic, sexually explicit, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual, promotes illegal activities, or is otherwise objectionable or illegal in any way; (d) is harmful to minors in any way; (e) would cause Trimble to violate any Laws; (f) constitutes unlawful or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; or (g) would cause you to violate any obligations or restrictions imposed by any third party. You represent and warrant that the use of your User Content by Trimble or any other User does not violate the Restrictions on Use or Acceptable Use Policy described in Section 7.1 and this Section 7.2. Trimble reserves the right (but has no obligation) to review any User Content, investigate, or take appropriate action against you in its sole discretion if you violate these Restrictions on Use or otherwise create liability for Trimble or any other person or entity. Such acts may include removing or modifying your User Content, terminating your User Account, or reporting you to law enforcement authorities.

7.3. High Risk Activities. You shall not use the Platform or Content for High Risk Activities. Trimble and its suppliers specifically disclaim any responsibility for, and will not be liable in any manner arising from, any use of the Platform or Content in connection with High Risk Activities. **“High Risk Activities”** means any mission critical, hazardous, strict liability, or other activity(ies) where use of or failure to access the Platform or any Content (or any portion of them) could lead to death, personal injury, or physical or environmental damage. Examples of High Risk Activities include, but are not limited to: aircraft or other modes of human mass transportation (including navigation or communication systems for such transportation), nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, autonomous vehicles, air traffic control, emergency services or communication, weaponry systems, technical building or structural design, and power plant design or operation.

8. SUPPORT. Trimble is not obligated to provide any technical support, update or upgrade the Platform, or provide updates to the Content. Any support Trimble may offer may be made available at a fee and pursuant to the support terms Trimble may specify.

9. APP STORE. You may obtain the Applications from one of the online App Stores (e.g., the Apple App Store or Google Play App Store) (each an **“App Store”**) to be used solely on a mobile device owned or controlled by you. You agree to comply with all applicable terms of the App Store. Apple, Inc. requires Trimble to include the terms attached as Addendum A to this Agreement. You agree to pay all fees charged by the App Store in connection with an Application (if any). The Applications may be subject to additional terms and conditions and privacy policies, and Trimble is not a party to nor responsible for those additional terms. Trimble has no liability for any data breach, breach of security, or any other liability of the owners of the App Stores. Please review the privacy policies and other terms for the App Store you choose.

10. PURCHASES THROUGH THE PLATFORM.

10.1. Purchases and Terms of Sale.

You can purchase certain paid Content or Content subscriptions (an **“Order”**) through the Platform in accordance with this Section 10 (the **“Terms of Sale”**). By offering Content and Content subscriptions for purchase through the Platform, we are inviting you to make an offer to purchase. Your Order constitutes a legally binding offer to purchase a copy of content or a Content subscription. All Orders are subject to acceptance by Trimble in its sole discretion by receiving approval from your chosen payment method and by providing you access to the Content or Content subscription.

In addition to these Terms of Sale, your purchase of any Content may be governed by additional terms provided to you in connection with your Order (the **“Additional Terms of Sale”**). By placing an Order, you agree to be bound by these Terms of Sale as well any applicable Additional Terms of Sale. If this Agreement conflicts with the Additional Terms of Sale, the conflicting clauses in the Additional Terms of Sale will govern and control for that Order. If any Content is listed at an incorrect price or with incorrect information, Trimble has the right to refuse or cancel any Order placed for that Content, whether or not the Order has been confirmed or your credit card has been charged. If your credit card has already been charged for an Order and your Order is canceled, Trimble will promptly issue you a credit in the amount of the charge.

The ability to place Orders through the Platform is not targeted or aimed at children or to other individuals who do not have the legal capacity to contract with Trimble. By placing an Order, you represent that you have the legal capacity to contract in the state or country of your residence. If you are placing an Order on behalf of a third party such as your company, you represent that you have the authority to act on

that party's behalf and your acceptance of these Terms of Sale and any applicable additional Terms of Sale constitutes that third party's acceptance.

By placing an Order, you are consenting to our use of electronic communications related to your transaction and the electronic delivery of notices, policies, and records of the transaction. You agree that we may keep pertinent contract records, including communications and acknowledgements, as permitted by law.

- 10.1.1.** **Trimble's Role.** Trimble is the seller of record of Content or Content subscriptions, except that in certain countries Content and Content subscriptions may be sold by one of Trimble's affiliated entities.
- 10.1.2.** **Payment Processors.** You agree to pay for purchases through the payment methods offered on the Platform. Those payment methods may be subject to their own terms and conditions. When you place an Order, your payment may be authorized and processed through a third-party payment processor used by us or our affiliate (the "**Payment Processor**"). You represent and warrant to Trimble that (a) all payment account information and information about you and your company you provide to Trimble is correct, true, accurate, and complete; (b) that you are duly authorized to use such payment account information in connection with your order to charge and initiate a payment via the payment method you designate for your purchase; and (c) Trimble will charge you for, and you agree to pay Trimble for, all Content and Content subscriptions you purchase through the Platform. You authorize Trimble and its Payment Processor to share any information and payment instructions you provide to the extent required to complete the payment transaction. Trimble may change or add other Payment Processors at any time with or without notice to you. Your use of payment services via Payment Processors may be subject to additional terms or conditions.
- 10.1.3.** **Pricing and Purchases.** The price you are charged for Content is the price in effect at the time your order is placed as displayed on our Platform. While Trimble attempts to ensure that the Content and Content subscriptions offered for purchase through the Platform are described, priced, and represented as accurately as possible, mistakes may occur and if there are errors, Trimble reserves the right to correct and revise them and may reject Orders based on the incorrect information. Your total price will include the fee for the Content plus any applicable sales tax, VAT, or other applicable taxes or fees in effect at the time you confirm the purchase ("**Total Purchase Amount**"). Trimble (through one or more Payment Processors) will collect the Total Purchase Amount at the time you confirm the purchase. Prices for Content may change at any time without notice, and Trimble does not provide price protection or refunds in the event of a price reduction or promotional offering.
- 10.1.4.** **Compliance.** You represent that you will comply with all applicable laws and regulations applicable to your purchase. You agree that you are not purchasing the products or services for export, re-sale, transfer, or use in violation of any applicable laws, including without limitation U.S. Export Administration Regulations or applicable U.S. sanctions and embargoes administered by the U.S. Treasury Department. You further agree that you will not use purchased Content or Content subscriptions for any illegal or unauthorized use.
- 10.1.5.** **Accessing your Content.** When Trimble receives the Total Purchase Amount from you, Trimble will allow you to access the purchased or subscribed Content. If technical problems prevent or unreasonably delay your access to the purchased or subscribed Content, as your sole and exclusive remedy, Trimble will either replace the purchased or subscribed Content or refund the Total Purchase Amount, in Trimble's discretion. Purchased or subscribed access to Content is not perpetual, and access to the Content may expire after a period of time if we notify you of an expiration date for the Content through the Site or Platform.
- 10.2.** **Promotions.** Trimble may offer Users special promotional codes, credits, awards, or other discounts ("**Promotions**"). All Promotions will be offered at the sole discretion of Trimble, and can be modified or terminated at any time by Trimble with or without advance notice. Promotions may be offered on a limited time basis and may be subject to certain restrictions. As part of a Promotion, Trimble may offer credits to charges that are non-transferrable, non-refundable for cash, and may be subject to additional terms and conditions.
- 11.** **TERMINATION.** This Agreement may be terminated by either party at any time, upon notice to the other party provided in the manner specified in this Agreement. Upon termination or expiration of this Agreement for any reason: (a) all rights and licenses granted to you to the Platform and Content will terminate; (b) you will immediately cease all use of and access to the Platform and all Content (including all Content you obtained prior to termination or expiration); (c) you will immediately delete any Applications you have installed and Content you have downloaded prior to termination or expiration; and (d) Trimble may, in its sole discretion,

delete your Account and any of your User Content held by Trimble. Sections 5, 6.6, 7, 10.1.4, 11, 13, 15.3, 16 - 23, and 26 - 28 will survive any expiration or termination of this Agreement.

12. SUSPENSION. Without limiting Trimble's right to terminate this Agreement, Trimble may also suspend your access to your Account, the Platform, or any Content (including your User Content), with or without notice to you, upon any actual, threatened, or suspected breach of this Agreement or applicable Law, upon any other conduct deemed by Trimble, in its sole discretion, to be inappropriate or detrimental to the Platform, Content, Trimble, or any other User or third party, or upon failure to pay.

13. OWNERSHIP. The Platform and Trimble Content, and the databases, software, hardware, and other technology used by or on behalf of Trimble to operate the Platform or Trimble Content, and the structure, organization, and underlying data, information, and software code in the Platform and Trimble Content (collectively, the "**Platform Technology**"), may constitute valuable trade secrets of Trimble. Trimble retains all right, title, and interest, including all IPR, in and to the Platform Technology and any additions, improvements, updates, and modifications thereto. You receive no ownership interest in or to the Technology and you are not granted any right or license to use the Platform Technology itself, apart from your ability to access the Platform and Content under this Agreement. The names and logos of Trimble, and all product and service names associated with the Platform and Content are trademarks of Trimble and its licensors and you are granted no right or license to use them.

14. NO EXCLUSIVITY. Trimble does not represent or warrant that Content developed by Trimble will not contain features or functionality that are the same as or similar to those in other Content available on the Platform and neither this Agreement nor your use of the Platform limits Trimble's right to develop or have developed for it products, concepts, systems, or techniques that are similar to or compete with any Content or any other products, concepts, systems, or techniques contemplated by or embodied in information you disclose to Trimble or otherwise provide via the Platform. Trimble does not grant you exclusivity of any kind.

15. REPRESENTATIONS AND WARRANTIES.

15.1. Mutual. Each party hereby represents and warrants to the other party that: (a) it has the legal right and authority to enter into this Agreement; (b) this Agreement forms a binding legal obligation on behalf of such party; and (c) it has the legal right and authority to perform its obligations under this Agreement and to grant the rights and licenses described in this Agreement.

15.2. Compliance with Laws. You acknowledge that the Platform is a general purpose online service and is not specifically designed to facilitate compliance with any specific Law. You acknowledge that you will access and use the Platform and Content in compliance with all Laws applicable to you and your User Content. Trimble is not responsible for notifying you of any such Law, enabling your compliance with any such Law, or for your failure to comply. You represent and warrant to Trimble that your User Content and your use of and access to the Platform and Content will comply with all Laws and will not cause Trimble itself or any other User to violate any Laws.

15.3. No Warranties; Disclaimer. THE PLATFORM AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." TRIMBLE AND ITS LICENSORS DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE PLATFORM OR ANY CONTENT AND DO NOT ENDORSE THE VIEWS OR OPINIONS THAT MAY BE EXPRESSED IN THE CONTENT OR OTHER DATA, INFORMATION, OR USER CONTENT THAT MAY BE PROVIDED THROUGH THE PLATFORM. SOME CONTENT AVAILABLE THROUGH THE PLATFORM MAY INCLUDE OR CONSTITUTE OUTPUT CREATED BY AI TOOLS. TRIMBLE AND ITS LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE PLATFORM, CONTENT, AND OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TRIMBLE OR ITS EMPLOYEES, AGENTS, OR LICENSORS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO, THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION.

16. INDEMNITY. You hereby agree to indemnify and hold harmless Trimble and its officers, directors, employees, and agents (each, an "**Indemnified Party**") from any and all claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from any claim or allegation ("**Claim**") against any Indemnified Party arising in any manner from: (1) your access to or use of the Platform or Content, including other Users' Content; (2) your User Content, or any access to or use of your User Content; (3) violation of Laws by you or your User Content; or (4) your breach of any representation,

warranty, or other provision of this Agreement. Trimble will use reasonable efforts to provide you with notice of any such Claim, and you will provide all reasonably requested assistance to Trimble in the defense of such Claim.

17. **LIMITATION OF LIABILITY.** TRIMBLE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN CONNECTION WITH OR OUT OF THE USE OF OR ACCESS TO THE PLATFORM OR CONTENT, EVEN IF TRIMBLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR ANY LOSS OF YOUR USER CONTENT, OPPORTUNITY, REVENUES, PROFITS, OR REPUTATION, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE CONTENT. TRIMBLE'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND ALL CONTENT PROVIDED UNDER THIS AGREEMENT OR THROUGH THE PLATFORM, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE GREATER OF USD\$1,000 OR THE TOTAL AMOUNT PAID BY YOU TO TRIMBLE HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY. YOU AGREE THAT TRIMBLE WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, TRIMBLE'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
18. **DATA PRIVACY.** Trimble's current privacy policy is located at <https://www.trimble.com/privacy> (the "Privacy Policy"). Please review the Privacy Policy to learn about what personal information Trimble may collect about you; how Trimble uses that personal information; and with whom Trimble shares that personal information. You expressly consent to the use and disclosure of your personal information and other data and information as described in the Privacy Policy. Notwithstanding anything in the Privacy Policy, Trimble will have the right to collect, extract, compile, synthesize, and analyze non-personal information (e.g., data or information that does not identify an entity or natural person as the source thereof) ("Usage Data") resulting from your access to and use of the Platform and Content. To the extent any such Usage Data is collected or generated by Trimble, such Usage Data will be solely owned by Trimble and may be used by Trimble for any lawful business purpose, provided the Usage Data is used only in an aggregated form, without directly identifying you or any other entity or natural person as the source of the data ("Anonymized Data").
19. **Personal Information; Data Protection.** The following section applies if you are an organization.

- (a) All applicable laws, rules, and regulations relating to privacy and data protection, including GDPR and CCPA (as defined below), are referred to as "**Data Protection Legislation**." "**Personal Information**" is defined as in the applicable Data Protection Legislation, or if no definition is provided, any personally identifiable information which is either (i) provided by you or on your behalf as required for and in connection with the normal use and operation of the Platform and Content or (ii) automatically collected through the Platform or Content on your behalf. "**Applicable**," in this context, means the Data Protection Legislation applicable to you at your principal place of business or to Trimble at Trimble's principal place of business, and such laws that you notify Trimble in writing of that apply to you and Trimble.
- (b) Each party will comply with all applicable requirements of the Data Protection Legislation that applies to it. This Section 19(b) is in addition to, and does not relieve, remove, or replace, your or Trimble's obligations or rights under the applicable Data Protection Legislation.
- (c) Without prejudice to the generality of Section 19(b), you will ensure that you have all necessary and appropriate consents and notices in place (i) to enable lawful transfer of the Personal Information to Trimble for the duration and purposes of the Agreement and (ii) to enable Trimble to lawfully use, process, and transfer the Personal Information in accordance with this Agreement, including on your behalf.
- (d) You and Trimble acknowledge that: (i) if Trimble processes any Personal Information under this Agreement, it is on your behalf when performing Trimble's obligations under this Agreement and (ii) the Personal Information may be transferred, stored, and/or accessed from outside of the country where your principal place of business is located in order to provide the Platform and Content or to otherwise perform any of Trimble's other obligations under this Agreement.
- (e) If the processing of Personal Information by Trimble is subject to the General Data Protection Regulation ((EU) 2016/679) or the Data Protection Act 2018 of the United Kingdom ("GDPR"), then, at your request, you and Trimble will execute an applicable data processing addendum.
- (f) With respect to Trimble's processing of personal information which is governed by US data privacy laws, the US Data Processing Addendum for Customer Personal Information located at https://dl.trimble.com/www/us_dpa_customer.pdf is herein incorporated by reference. You warrant and covenant that you have all rights and consents necessary to provide us with personal information through the Platform, Site, and Applications.

20. CONFIDENTIALITY.

- 20.1. Definition.** "**Confidential Information**" means information Trimble designates as confidential or Trimble information that should be reasonably understood to be confidential due to its nature and the circumstances of its disclosure. Trimble's Confidential Information includes any technical or performance information about the Platform.
- 20.2. Obligations.** When you receive Confidential Information from Trimble, you will use reasonable care to protect the Confidential Information from being disclosed to third parties except as permitted in this Agreement, and (b) you will use the Confidential Information solely for your internal business purposes, or usage of the Platform.
- 20.3. Exceptions.** These confidentiality obligations do not apply to information that you can document (a) is or becomes public knowledge without your fault; (b) you rightfully knew or possessed prior to receipt under this Agreement; (c) you rightfully received from a third party without breach of confidentiality obligations; or (d) you independently developed without using the Confidential Information.
- 20.4. Remedies.** Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Trimble may seek appropriate equitable relief, in addition to other available remedies, for your breach or threatened breach of this Section 20.
- 20.5. Required Disclosures.** Nothing in this Agreement prohibits you from making disclosures, including of Confidential Information, if required by Law, subpoena, or court order, provided (if permitted by Law) you notify Trimble in advance and reasonably cooperates in any effort to obtain confidential treatment.

21. CLAIMS OF INFRINGEMENT. Trimble respects your copyrights and other intellectual property rights and those of other Users and third parties. If you believe in good faith that your copyrighted work has been reproduced on the Platform without your authorization in a way that constitutes copyright infringement, you may notify Trimble's designated copyright agent by mail to:

Trimble Inc.
Attn: Trimble DMCA Administrator, Legal Department
510 De Guigne Drive, Sunnyvale, CA 94085
Fax: 408-481-7780
DMCA@trimble.com

Please provide the following information to Trimble's copyright agent: (1) the identity of the infringed work, and of the allegedly infringing work; (2) your name, address, daytime phone number, and email address, if available; (3) a statement that you have a good-faith belief that the use of the copyrighted work is not authorized by the owner, his or her agent, or the law; (4) a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner; and (5) your electronic or physical signature. Trimble will take whatever action, in its sole discretion, it deems appropriate, including the removing the allegedly infringing work from the Platform.

22. **GOVERNING LAW AND VENUE; WAIVER OF JURY TRIAL.** This Agreement will be governed exclusively by, and construed and enforced exclusively in accordance with, the laws of the State of Delaware, United States of America, without regard to or application of its conflicts-of-laws provisions. Any legal proceeding arising out or relating to this Agreement will be subject to the sole and exclusive jurisdiction of the United States District Court for the District of Delaware or any state court sitting in the State of Delaware, to the exclusion of all other courts and venues, and each Party irrevocably consents to the sole and exclusive jurisdiction and venue of the United States District Court for the District of Delaware or any state court sitting in the State of Delaware and waives any right to object thereto. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.
23. **NOTICES.** Unless otherwise specified in this Agreement, any notices required or allowed under this Agreement will be provided to Trimble by express overnight courier to the address for Trimble listed in Section 28 (Contact Information) below. Trimble may provide you with any notices required or allowed under this Agreement by sending you an email to any email address you provide to Trimble in connection with your Account, provided that in the case of any notice applicable both to you and other Users of the Platform, Trimble may instead provide such notice by posting on the Platform. Notices provided to Trimble will be deemed given when actually received by Trimble. Notice provided to you will be deemed given twenty-four (24) hours after posting to the Platform or sending via email, unless (as to email) the sending party is notified that the email address is invalid.
24. **LINKED SITES.** The Platform or Content may contain links to third-party sites or content that are not under the control of Trimble. If you access a third-party site or content from the Platform or Content, then you do so at your own risk and Trimble is not responsible for any content or offerings on any linked site.
25. **SUBCONTRACTORS.** Trimble may use subcontractors and permit them to exercise Trimble's rights in connection with this Agreement, including for hosting purposes. Trimble remains responsible for its subcontractors compliance with this Agreement.
26. **ADDITIONAL TERMS.** Unless otherwise amended as permitted in this Agreement, this Agreement will exclusively govern your access to and use of the Platform and Content. This Agreement is the complete and exclusive understanding and agreement between you and Trimble regarding the Platform and Content and supersedes any oral or written proposal, agreement, or other communication between us, regarding your access to and use of the Platform and Content. All waivers by Trimble under this Agreement must be in writing or later acknowledged by Trimble in writing. Any waiver or failure by Trimble to enforce any provision of this Agreement on one occasion will not be deemed a waiver by Trimble of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. Neither this Agreement nor any rights or obligations of you hereunder may be assigned or transferred by you (in whole or in part and including by sale, merger, consolidation, or other operation of law) without the prior written approval of Trimble. Any purported assignment or delegation in violation of the foregoing will be null and void. Trimble may assign this Agreement to any party that assumes Trimble's obligations hereunder. Unless you are an employee of Trimble or one of its affiliates, the parties hereto are independent parties, not agents, employees or employers of the other, or joint venturers, and neither party acquires under this Agreement any right or ability to bind or enter into any obligation on behalf of the other. Upon request from Trimble, you agree to provide Trimble with such documentation or records with respect to your activities under this Agreement as may be reasonably requested for Trimble to verify your compliance with the terms of this Agreement and all Laws.

27. **QUESTIONS, COMPLAINTS, CLAIMS.** If you have any questions, complaints, or claims regarding the Site, Applications, Platform, or Content please contact Trimble at learn@trimble.com. Trimble will do its best to address your concerns. If you feel that your concerns have been addressed incompletely, Trimble invites you to let us know for further investigation.

28. **CONTACT INFORMATION:**

Trimble Inc.

Attn: Legal – Terms of Service

510 De Guigne Drive, Sunnyvale, CA 94085

legal@trimble.com

Addendum A

Supplemental Terms for Apple

Notwithstanding anything set forth above, with respect to any Application accessed through or downloaded from the Apple App Store (each an “**App Store-Sourced Application**”), the following additional terms and conditions apply.

1. **Acknowledgement:** You acknowledge and agree that this Agreement is between you and Trimble, not Apple, and Trimble, not Apple, is solely responsible for the App Store-Sourced Application and the content thereof. Your use of the App Store-Sourced Application must comply with the App Store Terms of Service.
2. **Scope of License:** For the avoidance of doubt, you will only use the App Store-Sourced Application (ii) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (ii) as permitted by the Usage Rules set forth in the Apple App Store Terms of Service.
3. **Maintenance and Support:** You acknowledge that Apple does not and will not have any obligation whatsoever to provide any maintenance or support services with respect to the App Store-Sourced Application.
4. **Warranty:** You agree that Trimble shall be solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed in this Agreement. In the event of any failure of the App Store-Sourced Application to conform to any applicable warranty, you have the right to notify Apple and Apple shall refund the purchase price for the App Store-Sourced Application to you. You acknowledge that, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the App Store-Sourced Application and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Trimble, to the extent applicable.
5. **Product Claims:** Both parties hereto acknowledge and agree that as between Trimble and Apple, Trimble, not Apple, is responsible for addressing any claims made by you or any third party relating to the App Store-Sourced Application or your possession or use of the App Store-Sourced Application, including: (i) product liability claims; (ii) any claim that the App Store-Sourced Application fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.
6. **Intellectual Property Rights:** Both parties hereto acknowledge that in the event of any third-party claim that the App Store-Sourced Application or your possession and use of that App Store-Sourced Application infringes such third party’s intellectual property rights, as between Trimble and Apple, Trimble, not Apple, will solely be responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by this Agreement.
7. **Legal Compliance:** You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and (ii) you are not listed on a U.S. Government list of prohibited or restricted parties.
8. **Developer Name and Address:** Trimble’s contact information for any questions, complaints, or claims with respect to the App Store-Sourced Application is set forth in this Agreement.
9. **Third-Party Terms of Agreement:** You must comply with all applicable third-party terms of agreement when using the App Store-Sourced Application, e.g., you must not be in violation of your wireless data service when using the App Store-Sourced Application.
10. **Third-Party Beneficiary:** Both parties acknowledge and agree that Apple and its subsidiaries are third-party beneficiaries of this Agreement as related to your license of the App Store-Sourced Application, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary hereof.
11. **Apple Minimum Terms Control:** You acknowledge and agree that if any of the terms and conditions of this Agreement are inconsistent or in conflict with Apple’s applicable Instructions for Minimum Terms for Developer’s End User License Agreement, the terms and conditions of Apple’s Instructions for Minimum Terms of Developer’s End User License Agreement shall apply.