



ORDER FORM

Order Date:	Date of the last signature below
Trimble Entity Name ("Trimble") and Address:	Trimble Inc. 10368 Westmoor Drive Westminster, CO 80021 US
Customer Entity Name ("Customer") and Address:	Charlotte County, FL 18500 Murdock Circle, Rm. 130 Port Charlotte, FL 33948-1094
Billing Contact Name and E-Mail Address:	Tara Brady Tara.Brady@charlottecountyfl.gov
Is Customer Tax Exempt? Is Customer a Public Entity?	Yes or No Yes or No
Annual Software Subscription Initial Term:	01/02/2026 - 03/01/2027
Initial Term for the Managed Services Resource:	12 Months from the agreed Start of Work date of the Managed Services Resource
Validity:	This Order Form shall expire on 12/23/2025 (the "Validity Date"). If this Order Form is not executed by the Customer by the Validity Date, Trimble reserves the right to not offer the pricing found in the Order Form.
Purpose:	<p>The Purpose of this Order Form is to upgrade and migrate the Customer's current Annual Software Subscription:</p> <p>From: Cityworks <u>AMS Premium ELA with Unlimited Logins.</u></p> <p>To: Trimble Unity <u>Maintain Elite with Unlimited Users</u></p> <p>In addition, Customer will purchase Trimble Unity <u>Construct Professional with Unlimited Authorized Users</u> described below in the Annual Software Subscription section and engage Trimble to perform certain Professional Services as detailed in the SOWs attached hereto as Addendums 9-13. Customer understands and agrees that Trimble's subcontractor, Langan Engineering, will be performing the Professional Services detailed in Addendum 10 with limited oversight by Trimble.</p>
Provisions specific to Trimble Unity Maintain	<p><u>Background.</u> On March 13, 2020, Azteca Systems, LLC (a wholly owned subsidiary of Trimble, Inc.) and Customer executed an agreement pertaining to Customer's current Cityworks subscription (the "Cityworks Agreement").</p> <p><u>Unity Maintain Migration Process.</u> Trimble will provision Customer's Trimble Unity Maintain instance upon the later of a) execution of this Order Form or b) 90 days prior to the Initial Term (the "Provision Date"). Customer and its authorized Service Provider will then complete the software implementation and migration of Customer Data to the Trimble Unity Maintain environment. Upon completion of the implementation and migration, Customer will promptly notify Trimble of the anticipated Trimble Unity Maintain go-live date, which shall be no later than 1 year from the Provision Date. Upon go-live of Customer's Trimble Unity Maintain instance, Customer's Cityworks subscription and the Cityworks Agreement will automatically terminate, and</p>

	<p>Customer will cease any and all use of the Cityworks software and delete all copies thereof.</p> <p><u>Support Terms & Service Level Agreement.</u> The Support Terms and service levels applicable to Trimble Unity Maintain are provided in Addendums 4 and 8 below. Any support or service level obligations applicable to Cityworks will continue to be governed by Customer's agreement with Azteca Systems, LLC.</p> <p><u>Unlimited Unity Maintain Users.</u> The Trimble Unity Maintain SaaS Annual Amount is based on an Average Annual Operating Spend of the Customer. Trimble reserves the right to adjust the Annual Amount accordingly to align with the Customer's Actual Average Annual Operating Spend. "Annual Operating Spend" means the expenses incurred by the Customer to operate, maintain, and manage an Asset, building or site over a period of one year. This includes costs related to utilities, maintenance services, property management, insurance, personnel costs, operating expenses, and other day-to-day operational expenses necessary to ensure the continued functionality and serviceability of the asset, building, or site. "Asset(s)" shall mean Capital, Fixed, Restricted, Unrestricted, and Trust Fund Assets that the Customer may operate. "Average Annual Operating Spend" means the average of the estimated next three (3) fiscal years of the Customer's Annual Operating Spend. Trimble will have the right, during normal business hours and upon at least five (5) days' prior written notice, to have an independent firm audit the amount of Annual Capital Spend that the customer has incurred. The audit will be conducted at Trimble's expense, unless it reveals that Customer has not complied in which case Customer will (i) reimburse Trimble for all reasonable costs and expenses incurred by Trimble regarding such audit; and (ii) pay Trimble any annual license fee underpayment disclosed by the audit.</p>
<p>Provisions specific to Trimble Unity Construct</p>	<p><u>Trimble Unity Construct Third-Party Software Attributions.</u> A list of certain third-party software included in Trimble Unity Construct may be found at the following link: https://learn.assetlifecycle.trimble.com/legal/e-builder-3rd-party-software-attributions</p> <p><u>Unlimited Unity Construct Users.</u> The Trimble Unity Construct SaaS Annual Amount is based on an Average Annual Capital Spend provided by the Customer. Trimble reserves the right to adjust the Annual Amount accordingly to align with the Customer's Actual Average Annual Capital Spend. "Annual Capital Spend" means the expenses incurred by Customer to demolish, plan, design, build, repair, remodel and furnish a building or site over a period of one year. "Average Annual Capital Spend" means the average of the estimated next three (3) fiscal years of the Customer's Annual Capital Spend. Trimble will have the right, during normal business hours and upon at least five (5) days' prior written notice, to have an independent firm audit the amount of Annual Capital Spend that the customer has incurred. The audit will be conducted at Trimble's expense, unless it reveals that Customer has not complied in which case Customer will (i) reimburse Trimble for all reasonable costs and expenses incurred by Trimble regarding such audit; and (ii) pay Trimble any annual license fee underpayment disclosed by the audit.</p>
<p>Miscellaneous:</p>	<p><i>* If Purchase orders issued by Customer, they are issued for administrative purposes only; terms and conditions contained in any such purchase order shall be null and void.</i></p> <p><u>Post-Termination Customer Data Extract.</u> Upon termination or expiration of this Agreement, Trimble will retain Customer Data for 90 days (the "Retention Period"). During the Retention Period and upon Customer's written request, Trimble will provide Customer with one (1) extract of all documents and files stored within its instance(s) free of charge via an S3 Bucket or other mutually agreeable format. After the Retention Period, all Customer Data will be sanitized in accordance with NIST 800-88 standards.</p>

Annual Software Subscription:

Software-as-a-Services Product Name	Identifier	Quantity	Description	Annual Amount
Trimble Unity Suite	Unlimited	1	In addition to the Unlimited Subscription listed below, Customer receives access to: 10 - Trimble Unity Permit – Starter Package See Addendum 1 for Additional Details, Trimble Unity Suite - Unlimited	\$7,000.00
Trimble Unity Construct	Professional Package	Unlimited - Authorized Users Average Annual Capital Spend: Up to \$400Million	See Addendum 1 for Additional Details, Packages	\$335,612.90
Trimble Unity Maintain	Elite Package	Unlimited - Authorized Users Average Annual Operating Spend Operating Spend: Up to \$100Million	See Addendum 1 for Additional Details, Packages	\$199,887.10
Data Warehouse	Add on to Trimble Unity Construct	1 - Number of Refreshes	Subscription associated with the Data Warehouse for Trimble Unity Construct	\$11,000.00
Multi SOR Discount				(\$26,775.00)
Discount				(\$57,054.19)
Total Annual Software Subscription – Year 1				\$469,670.81*
Total Annual Software Subscription – Year 2				\$469,670.81
Total Annual Software Subscription – Optional Year 3				\$469,670.81

**Please note the \$469,670.81 total is the Updated Annual Subscription Fee for Year 1. Please consult Section 3 of the Terms and Conditions for the prorated payment amount due.*

Professional Services (Firm Fixed and Time & Material):

Description	As Described in:	Price
One-Time Firm Fixed Migration Services for Cityworks	Addendum #9 - Statement of Work -	\$11,700.00

to Trimble Unity Maintain	Cityworks to Trimble Unity Migration	
One-Time Firm Fixed Building Scanning Services and Configuration Services for ArcGIS Indoors*	Addendum #10 - Statement of Work - Langan Engineering ArcGIS Indoors Configuration Services	\$370,000.00
Time and Material - Trimble Unity Maintain Configuration / Historic Migration	Addendum #11 - Statement of Work - Unity Maintain Configuration	\$45,000.00**
One-Time Firm Fixed Implementation Services for Trimble Unity Construct	Addendum #12 - Statement of Work - Phase 1 Unity Construct Implementation	\$192,500.00
Total Professional Services		\$619,200.00

*These services will be performed by subcontractor Langan Engineering

**These services will be performed on a Time & Material basis at \$225/hour with an anticipated 200 hours being required. The total amount shall not exceed \$45,000.00 unless otherwise agreed upon in writing of the Parties (the "Configuration Not-to-Exceed Limit"). The Customer shall be responsible for paying all costs incurred up to the Configuration Not-to-Exceed Limit. If additional hours are required to complete the services desired by the Customer, the Parties shall meet and confer to discuss an amendment to the SOW to add additional hours. In the absence of such an amendment, Trimble will have no obligation to provide services beyond the anticipated 200 hours.

Annual Managed Services

Description	As Described in:	Annual Amount
Annual Managed Services (100% Resource)	Addendum #13 - Statement of Work - Managed Services	\$300,000.00

Optional Time and Material Services

Description	Hourly Rate
Additional Time and Material Services	\$225.00 / hour*

*If Customer desires to engage Trimble to provide additional time and material services, an additional order form will be required setting forth the scope and other details. The rates included herein are only applicable to services performed prior to 12/31/2026.

Addendums:

1. Annual Software Subscription Details
2. Trimble General Transaction Terms (the "General Terms")
3. Supplemental Terms for Software and Subscriptions (the "Software Terms")
4. Supplemental Terms for Support and Maintenance (the "Support Terms")
5. Supplemental Terms for Services (the "Services Terms")
6. Supplemental Terms for Hardware (the "Hardware Terms")
7. Supplemental Terms for U.S. Public Entities
8. Availability Service Level Agreement; Data Security and Restoration
9. Statement of Work - Phase 1 Cityworks to Trimble Unity Maintain Migration
10. Statement of Work - Phase 1 Langan Engineering ArcGIS Indoors Configuration Services
11. Statement of Work - Phase 1 Trimble Unity Maintain Database Configuration
12. Statement of Work - Phase 1 Unity Construct Implementation
13. Statement of Work - Managed Services

TERMS AND CONDITIONS

1. Terms and Conditions. All offerings are made available by Trimble subject to the terms and conditions set forth in this Order and the above referenced Addendums.

2. AUTOMATIC RENEWALS. This Order will automatically renew for subsequent 12-month term(s) at then-current pricing, unless either party provides the other with notice of cancellation at least 30 days prior to the expiration of the then-current term.

3. Payment Terms. All fees are due Net 30 from the date of the Trimble invoice.

- **Annual Software Subscription:** Trimble will invoice:
 - Year 1: The Annual Software Subscription Fee in the amount of \$469,670.81 will be pro-rated for the term of 01/02/2026 – 3/1/2026 in the amount of \$74,632.62. This amount will be reduced by the amount that the Customer has already paid (\$20,021.92) for its Cityworks subscription for the period of 01/02/2026 – 3/1/2026. Thus, \$54,610.70 will be invoiced upon the execution of this Order Form;
 - Year 2 in the amount of \$469,670.81 on 02/01/2026.
 - Year 3 in the amount of \$469,670.81 on 02/01/2027 (subject to renewal for Year 3)
 - Additional Renewals: Trimble will invoice all renewals after Year 3 30 days prior to the annual anniversary date.
- **One-Time Firm Fixed Building Scanning Services and Configuration Services for ArcGIS Indoors (pricing includes three (3) one-person on-site visits):**
 - \$55,000.00 due upon execution of the order Form
 - \$140,000.00 due upon completion of Task 1
 - \$150,000.00 due upon completion of Task 2
 - \$12,500.00 due upon commencement of Task 3
 - \$12,500.00 due upon completion of Task 3
- **One-Time Firm Fixed Implementation Services for Trimble Unity Construct (pricing includes ten (10) one-person on-site visits):** 50% due upon execution of the Order Form; 25% due within 60 days of the execution of the Order Form; and 25% due upon the commencement of training.
- **Time and Material (all remote):** Trimble will invoice on a monthly basis using hours actually incurred during the previous month in which the Professional Services were performed. Trimble's invoice will contain: (1) the agreed upon labor rate described above and (2) the actual amount of hours performed by Trimble. If Applicable, the total amount of this Order Form shall not exceed the NTE's stated above unless otherwise agreed upon in writing of the Parties (the "Not-to-Exceed Limit"). The Customer shall be responsible for paying all costs incurred up to the Not-to-Exceed Limit. The Customer shall notify Trimble in writing when the total amount incurred reaches 80% of the Not-to-Exceed Limit. Trimble shall stop all work related to this Order Form unless specifically advised by the Customer to continue work. If no notification is provided, Trimble shall assume the Not-to-Exceed Limit may be exceeded if provided direction by Customer to work.
- **Annual Managed Service (All Remote):** 25% due quarterly in advance. The first 25% will be due upon the agreed Start of Work date.

4. Annual Price Increase. At each renewal following Year 3, Trimble has a right to increase the annual fees by the greater of (a) CPI plus two percent (2%) or (b) eight percent (8%). "CPI" shall mean for all Urban Consumers, the U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall be for the prior twelve months as of the date the calculation is made.

5. Electronic Invoices. Customer hereby consents to the receipt of invoices electronically at the indicated e-mail address(es) and accepts such invoices as if received by mail. Customer's e-mail address may be changed by written notice given by Customer to Trimble at: customer_master@trimble.com. Customer is responsible for maintaining a current e-mail address and shall under no circumstances be excused from payment of applicable charges by its failure to access its designated e-mail address.

6. Due Authority. By signing below, the signatory represents that he/she (i) is an authorized representative of Customer and (ii) has the authority to legally and functionally commit the Customer.

[Signature Page to Follow]

ACCEPTANCE

Accepted and agreed:

CUSTOMER:

TRIMBLE:

Signature: _____

Signature: _____

Print Name: Joseph M. Tiseo

Print Name: Carlos Abaunza

Title: Chairman

Title: Sr. Director, Legal

Date: _____

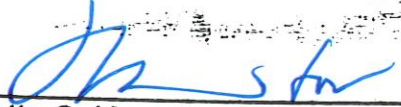

Date: _____

Attest:

Roger D. Eaton, Clerk of the
Circuit Court and Ex-officio
Clerk of the Board of County
Commissioners

By: _____ Deputy Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**


Janette S. Knowlton, County Attorney
LR25-0902 

Addendum #1

Trimble Unity Suite - Unlimited

The Trimble Unity Suite provides access to each Product within the Trimble Unity Suite. Customers who purchase an unlimited subscription for one (1) Product will receive access for five (5) Authorized Users to each of the remaining Products at the Package level described in the Order Form. Customers who purchase an unlimited subscription for two (2) Products will receive access for ten (10) Authorized Users to the remaining Product at the Package level described in the Order Form.

Packages

The following is a breakdown of modules and functionality found within each Package (certain SaaS add-ons which are not included in a package may be purchased separately with pricing reflected on the Order Form). Modules and Functionality may require professional services for implementation or configuration. Professional services can be purchased separately.

Product:	Starter Package	Professional Package	Elite Package
Trimble Unity Construct	<p>Authorized Users delineated on the Order Form get access to Trimble Unity Construct's:</p> <ul style="list-style-type: none"> • Core Modules¹ • Process Module • Forms Module • Document Module • Dashboard Module • Reports Module • EZ File Transfer 	<ul style="list-style-type: none"> • Trimble Unity Construct - Starter Included <p>Authorized Users delineated on the Order Form get access to Trimble Unity Construct's:</p> <ul style="list-style-type: none"> • Cost Module • Schedule Module • Resource Management • Planning Module • Bidding Module • Submittals Module • Account Level Cost Capability • Project Level Multi-Currency Capability • API Professional² • Trimble Unity Field's Construct Functionality⁹ 	<ul style="list-style-type: none"> • Trimble Unity Construct - Starter Included • Trimble Unity Construct - Professional Included <p>Authorized Users delineated on the Order Form get access to Trimble Unity Construct's:</p> <ul style="list-style-type: none"> • Data Warehouse Capability • Shared Trial Environment Capability (Qty 1) • API Elite³
Trimble Unity Maintain	<p>Authorized Users delineated on the Order Form get access to Trimble Unity Maintain's:</p> <ul style="list-style-type: none"> • Admin • Respond • Style 	<ul style="list-style-type: none"> • Trimble Unity Maintain - Starter Included <p>Authorized Users delineated on the Order Form get access to Trimble Unity Maintain's:</p> <ul style="list-style-type: none"> • Storeroom Capability • Workload Capability • Equipment Checkout Capability • OpX Projects Capability • eURL Capability • Web Hooks Capability • Web Services Access⁴ • Analytics for Trimble Unity Maintain Capability • Trimble Unity Field's Maintain Functionality⁹ 	<ul style="list-style-type: none"> • Trimble Unity Maintain - Starter Included • Trimble Unity Maintain - Professional Included <p>Authorized Users delineated on the Order Form get access to Trimble Unity Maintain's:</p> <ul style="list-style-type: none"> • OpX Contracts Capability • OpX Budgets Capability • Trimble Unity Maintain Advanced APIs⁵ • Operational Insights Capability • Sandbox Capability (Qty 1)⁸
Trimble Unity Permit	<p>Authorized Users delineated on the Order Form get access to Trimble Unity Permit's:</p> <ul style="list-style-type: none"> • Admin 	<ul style="list-style-type: none"> • Trimble Unity Permit - Starter Included <p>Authorized Users delineated on the Order Form get access to Trimble Unity</p>	<ul style="list-style-type: none"> • Trimble Unity Permit - Starter Included • Trimble Unity Permit - Professional Included

	<ul style="list-style-type: none"> • Respond • Style • Task Manager Capability 	Permit's: <ul style="list-style-type: none"> • Public Access Capability • Workload Capability • OpX Projects Capability • eURL Capability • Web Hooks Capability • Web Services Access⁶ • Analytics for Trimble Unity Permit Capability 	Authorized Users delineated on the Order Form get access to Trimble Unity Permit's: <ul style="list-style-type: none"> • Advanced APIs⁷ • Storeroom Capability • Analytics for Storeroom Capability • Sandbox Capability (Qty 1)⁸
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¹Trimble Unity Construct Core Modules include Home, Projects, Contacts & Setup

²Trimble Unity Construct API Professional - Access to Trimble Unity Construct's Public API's. Access is limited to 15,000 calls per day.

³Trimble Unity Construct API Elite - Access to Trimble Unity Construct's Public API's. Access is limited to an additional 15,000 calls per day on top of the 15,000 allotted in Trimble Unity Construct API Professional.

⁴Use of Trimble Unity Maintain Application Programming Interface (APIs) with commercially available Trimble Unity Maintain-centric applications that are licensed and maintained by authorized Trimble Unity Maintain partners. Please contact Trimble for a list of commercially available partner applications that qualify for use with the Trimble Unity Maintain-centric APIs available in the Professional License Package. If the partner app is not listed, then the Trimble Unity Maintain Advanced API's in the Elite License Package are required for 3rd party integrations.

⁵Use of Trimble Unity Maintain Application Programming Interface (APIs) with third party system integrations.

⁶Use of Trimble Unity Permit Application Programming Interface (APIs) with commercially available Trimble Unity Permit-centric applications that are licensed and maintained by authorized Trimble Unity Permit partners. Please contact Trimble for a list of commercially available partner applications that qualify for use with the Trimble Unity Permit-centric APIs available in the Professional License Package. If the partner app is not listed, then the Trimble Unity Permit Advanced API's in the Elite License Package are required for 3rd party integrations.

⁷Use of Trimble Unity Permit Application Programming Interface (APIs) with third party system integrations.

⁸Sandbox provided for Trimble Unity Maintain or Trimble Unity Permit shall be limited to two (2) ad hoc refreshes per quarter during initial configuration. After initial configuration is completed, the Sandbox will be refreshed once per quarter at a defined date provided by Trimble. At each refresh, the Sandbox will be replaced with a copy of Customer's Production Environment as of the last available backup. All existing configuration changes in the Sandbox will be permanently deleted during the refresh process and will be replaced by the production backup.

⁹Customer understands and agrees that as of the date of execution of this Order Form, Trimble Unity Field is a new offering. While Trimble undertakes efforts to design all new offerings in accordance with industry standard software development and security protocols, and Trimble Unity Field maintains a current ISO 27001 certificate, it has not yet undergone a SOC 2 Type II audit or an accessibility audit. Thus, Trimble Unity Field may not comply with all provisions of the Agreement including without limitation applicable SOC audit or accessibility provisions. Accordingly, notwithstanding anything to the contrary in the Agreement, Trimble's provision of Trimble Unity Field is not subject to any SOC audit, accessibility, or similar compliance provisions during the Initial Term and any renewals.

Trimble reserves the right to audit the Customers account to ensure the Customer has: (1) access to the correct modules and functionality in accordance with the package Customer has purchased and (2) the appropriate number of Authorized Users purchased. Trimble reserves the right to: (1) charge for any over access experienced by the Customer by moving the Customer to the appropriate package or (2) shut off any over access experienced by the Customer.

Addendum #2

Trimble General Transaction Terms *Version 1.2 (Last updated: May 1, 2024)*

Trimble's provision of Offerings is governed exclusively by these Trimble General Transaction Terms (the "General Terms"). The Order, the SOW, these General Terms, any applicable Supplemental Terms, and all other terms referenced or incorporated therein, collectively constitute the "Agreement". Any conflict or inconsistency in the Agreement will be resolved in the following order of precedence: (1) the Order, (2) any applicable Supplemental Terms, (3) these General Terms, (4) the SOW, and (5) the Documentation.

1. Definitions. Capitalized terms have the meaning associated with them in this Section 1 (Definitions) or with the definition provided elsewhere in the Agreement.

- 1.1. "Affiliate" means an entity that, directly or indirectly, owns or controls, is owned or controlled by or is under common ownership or control with a party, where "ownership" means the direct or indirect ownership of more than fifty percent (50%) of an entity's outstanding voting rights or other equivalent voting interests.
- 1.2. "Customer" is the entity or person identified in the Order or SOW.
- 1.3. "Dispute(s)" means any dispute, claim, or controversy arising from or related to the Agreement.
- 1.4. "Documentation" means Trimble's then-current usage guidelines, standard technical documentation, acceptable use policies, support policies, service level commitments, or other policies referenced in the Agreement.
- 1.5. "Hardware" means hardware products specified in the Order.
- 1.6. "High Risk Activities" means any mission critical, hazardous, strict liability, or other activity(ies) where use or failure of the Offerings 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, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, autonomous vehicles, air traffic control, emergency services, or weaponry systems. High Risk Activities do not include utilization of Offerings for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.
- 1.7. "Intellectual Property Rights" means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, publicity, database rights and similar rights of any type, including any applications, continuations or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory or judicial authority, and the right to sue for, settle and release past, present and future infringement of any of the foregoing.
- 1.8. "Law(s)" means all applicable local, state/provincial, federal and international laws, rules, regulations, directives, ordinances and conventions, including, but not limited to, those related to data privacy and data transfer, international communications and export of technical or personal data.
- 1.9. "Licensed Software" means the object code form of Trimble's proprietary installed software product for deployment on premises or on a device, as well as any Documentation, maintenance releases, and features and functionality enhancements, and application programming interfaces (APIs), in each case as may be made available pursuant to the Order. For clarity, Licensed Software excludes firmware.
- 1.10. "Offerings" means Trimble's Hardware, Software, Services, Support, and other Trimble goods or services specified on an Order or SOW.
- 1.11. "Order" means the quotation, proposal, sales agreement or similar documents provided by Trimble and accepted by Customer.
- 1.12. "Services" means any services described in the Order or a Statement of Work, including, without limitation, training, enablement, implementation, configuration, hosting, or content provision.
- 1.13. "Software" means the Licensed Software and/or Software-as-a-Service specified on an Order.
- 1.14. "Software-as-a-Service" or "SaaS" means a Trimble proprietary cloud service, as well as any Documentation, features and functionality enhancements, and application programming interfaces, in each case as may be made available pursuant to the Order.
- 1.15. "Statement of Work" or "SOW" means a statement of work or similar agreement governing the provision of Services.
- 1.16. "Supplemental Terms" are any additional Trimble terms and conditions referenced in the Order as "Supplemental Terms."
- 1.17. "Support" means support and/or maintenance for Software, and as may be further described in the applicable Supplemental Terms, Documentation, or otherwise as specified by Trimble in writing.
- 1.18. "Trimble" means Trimble Inc. or its Affiliate identified on the Order or SOW, or if none is specified, as set forth in Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction) based on the applicable Customer location.
- 1.19. "Trimble IP" means the Offerings, Documentation, and any written and electronic materials, proprietary information, documentation, code, technology, systems, infrastructure, equipment, and trade secrets developed, provided or used by Trimble or its subcontractors to produce and provide the Offerings together with all Intellectual Property Rights therein, together with all modifications, improvements, changes thereto or derivative works thereof, including without limitation:
 - (a) proprietary electronic architecture and other non-literal elements of the Offerings developed by Trimble,
 - (b) functional and technical specifications and other technical, training, reference or service information, documentation and manuals and updates thereto,
 - (c) APIs, customized applications and computer programs,

- (d) processes, methods, algorithms, ideas, and other "know how,"
- (e) data and information provided or sourced by Trimble,
- (f) Offerings which Customer has the right to use via a subscription, and
- (g) network equipment and architecture.

2. Orders; Validity. An Order is valid for acceptance by Customer within the period indicated in the Order and if no such period is provided, for thirty (30) calendar days from the issue date. The Agreement is formed by Customer's execution of the Order. Changes to an Order or belated acceptance by Customer are not valid unless Trimble accepts them in writing, and Trimble's partial or complete delivery against an Order modified by Customer, or acceptance of payment, shall not be deemed to be an acceptance of the modification. Orders that Customer has accepted cannot be canceled for any reason without Trimble's prior written consent. Notwithstanding anything to the contrary, while Customer may issue a purchase order or similar document for administrative purposes, no provisions of Customer's purchase orders, invoices, associated purchase documentation, or other business forms will apply to, modify, supersede or otherwise alter the terms of this Agreement or Customer's payment obligations thereunder, and any such provisions will be of no force or effect.

3. Payment Terms; Invoicing

- 3.1.** Fees are as set forth in the Order or SOW. Fees do not include applicable sales taxes, value added taxes, goods and services taxes, export or import charges, transportation or insurance charges, customs and duty fees, personal property taxes, surcharges and fees, or similar charges, all of which are Customer's responsibility to pay. Unless Customer provides Trimble with direct payment authority or a valid exemption certificate for the appropriate jurisdiction, Customer will pay Trimble all such taxes, charges, and fees invoiced by Trimble in connection with the Offerings. Customer will pay any foreign exchange transaction fees and any foreign exchange profits or losses incurred on such transactions.
- 3.2.** Trimble will issue invoices in accordance with the billing frequency stated in the Order or SOW. Customer consents to the receipt of invoices electronically at the email address(es) it provided to Trimble for billing purposes, and accepts such invoices as if received by mail. Customer is responsible for maintaining current email address(es) with Trimble. Trimble's transmission of an invoice to the provided billing email address(es) (regardless of whether actually received by Customer) shall be considered delivery of that invoice by Trimble. Trimble's failure to issue an invoice in accordance with this Section 3 (Payment Terms; Invoicing) shall not be deemed to be a waiver by Trimble of its right to receive payment pursuant to the Agreement, but Customer shall not be obligated to make such payment until an invoice for such payment is issued by Trimble to Customer.
- 3.3.** Unless otherwise set forth in the Order or SOW, payments are due net 30 days from the date of invoice. Customer will make payment in the currency indicated on the Order or SOW. Trimble is entitled to offset payments against prior debt balances in Customer's account. Subject to any Laws to the contrary or as otherwise expressly stated in the Agreement, payments are not refundable. No credit, carryover, or refund will be given for any unused Offerings (e.g., services hours, data usage) allocated or available for use during an indicated period of time.
- 3.4.** Delinquent payments not subject to a bona fide dispute will bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable Law. If Customer does not object in writing to an invoiced amount by the invoice due date, Customer will be deemed to have acknowledged the correctness of that invoice and to have waived its right to dispute that invoice. A dispute as to a portion of any invoice or amount owed will give Customer the right to withhold or delay payment of the disputed portion only. Customer will be liable for all costs of collection of past due amounts (including attorneys' fees).
- 3.5.** Trimble may suspend Customer's access to or Trimble's provision of Offerings, as applicable, on five (5) business days prior notice if Customer fails to timely pay any invoice not subject to a bona fide payment dispute or fails to use diligent good faith efforts to resolve a bona fide payment dispute (unless cured during the notice period).
- 3.6.** For any breach of Customer's payment obligations under any Order(s), Trimble may, without limiting Trimble's other rights and remedies, declare Customer's unbilled future fees under any and all Orders immediately due and payable.
- 3.7.** Trimble has the continuing right to review Customer's credit and, if reasonably determined necessary by Trimble, change Customer's payment terms, and may at any time demand advance payment, satisfactory security (such as, but not limited to, a confirmed, irrevocable letter of credit acceptable to Trimble), or a guarantee of prompt payment prior to shipment or service activation.
- 3.8.** Offerings purchased or licensed under Trimble's United States General Services Administration ("GSA") Schedules are subject to all of the pricing and other terms and conditions described in the applicable GSA Schedule.

4. Term and Termination

- 4.1. Term.** The term and any renewals thereof applicable for an Offering (collectively, the "Term(s)") shall be as set forth in the Order, SOW, or Supplemental Terms. Different Offerings may have different Terms.
- 4.2. Termination.** Either party may terminate the Agreement if the other party (a) fails to cure a material breach of the Agreement (including a failure to pay fees), or fails to provide a written plan of cure reasonably acceptable to the non-breaching party, within thirty (30) days after the non-breaching party's receipt of written notice specifying such breach or failure, (b) becomes designated by an applicable governmental entity as a business with which a party is prohibited from doing business with (e.g., via governmental sanctions program), or (c) seeks protection under insolvency or comparable proceeding, or if such proceedings are instituted against that party and not dismissed within sixty (60) days.
- 4.3. Survival.** These Sections survive expiration or termination of the Agreement: 1 (Definitions), 3 (Payment Terms; Invoicing), 4.3 (Survival), 6 (Warranty Disclaimers), 7 (Limitations of Liability), 8 (Indemnification), 9 (Confidentiality), 11 (Personal Information; Data Protection), 12 (Miscellaneous), any other provisions identified in any applicable Supplemental Terms referencing this provision, and any other term or provision in the Agreement that applies to events occurring following termination or expiration. Except where an exclusive remedy is provided, exercising a remedy under the Agreement, including termination, does not limit other remedies a party may have.

5. Customer Obligations

- 5.1. **High Risk Activities.** Customer will not use the Offerings for High Risk Activities. Customer acknowledges that the Offerings are not intended to meet any legal obligations 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 Offerings in connection with High Risk Activities.
- 5.2. **Compliance with Laws.** Customer shall comply with all Laws in connection with its use or receipt of the Offerings.
- 5.3. **Dependencies and Compatibilities.**

- (a) Offerings may (i) require certain dependencies, including, without limitation, internet connection, electronic communications, hardware, data connections, operating systems, third-party products and services, other Trimble products and services, satellite signals, etc. (collectively, "**Dependencies**"), and (ii) allow compatibility and/or interoperability with other products or services made available by Trimble, Customer, or a third party (collectively, "**Compatibilities**").
- (b) Dependencies and Compatibilities may require payment of a separate fee and are governed by their respective terms of service, end user license agreement, or other agreement, and not by the Agreement. Unless otherwise expressly agreed upon by the parties in writing, Customer is responsible for all Dependencies and Compatibilities. Trimble may modify the Offerings from time to time, and Trimble does not guarantee that the Offerings will continue to operate or be compatible with any Dependencies or Compatibilities. Trimble makes no warranty or guarantee, and will have no liability or obligations under the Agreement, with respect to any Dependencies, Compatibilities, or other factors outside of Trimble's control.
- (c) Customer represents and warrants that it shall, and shall use best efforts to require any provider of any Dependencies and Compatibilities to: (i) establish and maintain industry standard technical, organizational, physical, and administrative safeguards designed to ensure the security and integrity of the Offerings; and (ii) comply with the security controls, configuration requirements, and access limitations imposed by Trimble, as may be modified by Trimble from time to time.

6. **WARRANTY DISCLAIMERS.** THE LIMITED WARRANTY TERMS, IF ANY, EXPRESSLY SET FORTH IN ANY APPLICABLE SUPPLEMENTAL TERMS ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON TRIMBLE'S PART ARISING OUT OF, OR IN CONNECTION WITH, THE OFFERINGS, AT ANY TIME EITHER DURING OR AFTER EXPIRATION OF THE APPLICABLE WARRANTY, AND STATE TRIMBLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES RELATING TO THEM. EXCEPT FOR ANY LIMITED WARRANTY TERMS EXPRESSLY PROVIDED IN ANY APPLICABLE SUPPLEMENTAL TERMS, THE OFFERINGS ARE PROVIDED "AS-IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NONINFRINGEMENT. SUPPLEMENTAL TERMS MAY HAVE ADDITIONAL DISCLAIMERS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OR THE EXCLUSION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION(S) MAY NOT APPLY OR FULLY APPLY TO CUSTOMER.

7. **Limitations of Liability.**

7.1. **Waiver; Liability Cap.**

- (a) **EXCEPT FOR EXCLUDED CLAIMS, (i) NEITHER PARTY (OR ITS SUPPLIERS) SHALL BE LIABLE FOR DAMAGES FOR LOSS OF PROFIT OR REVENUE, DATA THAT IS LOST OR CORRUPTED, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL, OR ANY SPECIAL, INCIDENTAL, RELIANCE, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND; AND (ii) EACH PARTY'S (AND EACH OF ITS SUPPLIER'S) ENTIRE LIABILITY FOR ANY AND ALL DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED IN AGGREGATE THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO TRIMBLE DURING THE PRIOR 12 MONTHS UNDER THE AGREEMENT FOR THE APPLICABLE OFFERING(S) GIVING RISE TO THE LIABILITY.**
- (b) **"EXCLUDED CLAIMS" MEANS (i) CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT, (ii) DAMAGES PAYABLE TO A THIRD PARTY (I.E., NOT AN INDEMNIFIED PARTY) EITHER AWARDED BY A COURT OF COMPETENT JURISDICTION OR INCLUDED IN A SETTLEMENT AGREED TO BY THE INDEMNIFYING PARTY, WHICH DAMAGES ARE SUBJECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 8 (INDEMNIFICATION), AND (iii) ANY ADDITIONAL "EXCLUDED CLAIMS" EXPRESSLY IDENTIFIED IN ANY APPLICABLE SUPPLEMENTAL TERMS.**
- (c) **THE ABOVE LIMITATIONS OF LIABILITY WILL APPLY TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF A PARTY HAS BEEN APPRAISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARE ARISING IN BREACH OF ANY ONE OR MORE WARRANTIES, NON-CONFORMITY, IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF ANY STATUTORY DUTY, OR OTHERWISE.**
- (d) **SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OF LIABILITY FOR DEATH, PERSONAL INJURY, FRAUDULENT MISREPRESENTATIONS, CERTAIN INTENTIONAL OR NEGLIGENT ACTS, VIOLATION OF SPECIFIC STATUTES, OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH AN EVENT, THE FOREGOING LIMITATION(S) WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.**

7.2. **Nature of Claims and Failure of Essential Purpose.** The waivers and limitations in this Section 7 (Limitations of Liability) are agreed-upon allocations of risk constituting in part the consideration for Trimble's performance under the Agreement, and will survive and apply even if any limited remedy in the Agreement fails of its essential purpose.

8. **Indemnification.** Customer will defend, indemnify, and hold harmless Trimble from and against any and all third-party claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with (a) use or modification of any Offerings in breach of the Agreement, or in any manner not authorized by the Agreement or (b) Customer's violation of Laws or the rights of a third party. Trimble will give Customer prompt written notice of any claim hereunder and will cooperate in relation to the claim at Customer's expense. Customer will have the exclusive right to control and settle any claim, except that Customer may not settle a claim without Trimble's prior written consent (not to be unreasonably withheld) if the settlement requires Trimble to admit any liability or take any action or refrain from taking any action (other than ceasing use of infringing materials). Trimble may participate in the defense of any claim at its expense.

9. **Confidentiality.**

9.1. **Definition.** "**Confidential Information**" means information disclosed to the receiving party under the Agreement that is

designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Trimble's Confidential Information includes, without limitation, the terms and conditions of the Agreement, and any technical or performance information about the Offerings, including the Documentation.

- 9.2. **Obligations.** As a receiving party, each party (a) will protect the confidentiality of the disclosing party's Confidential Information using the same degree of care it uses for its own information of like importance (but not less than reasonable care), (b) will not share the disclosing party's Confidential Information with third parties except as permitted in the Agreement or with the disclosing party's prior written or electronic consent, and (c) will only use Confidential Information to fulfill its obligations and exercise its rights in the Agreement. The receiving party may disclose Confidential Information to its employees, agents, Affiliates, contractors, and other representatives (collectively, "**Representatives**") having a legitimate need to know (including, for Trimble, its subcontractors), provided (i) the Representatives are subject to confidentiality obligations no less protective than those in this Section 9 (Confidentiality), and (ii) the receiving party is responsible for any breach of this Section 9 (Confidentiality) by the acts or omissions of its Representatives.
- 9.3. **Exclusions.** These confidentiality obligations do not apply to information that the receiving party can document
- (a) is or becomes public knowledge through no fault of the receiving party or its Representatives,
 - (b) it rightfully knew or possessed on a non-confidential basis prior to receipt under the Agreement,
 - (c) it rightfully received from a third party without obligation of confidentiality, or
 - (d) it independently developed without using the disclosing party's Confidential Information.
- (e) Supplemental Terms may have additional exclusions.
- 9.4. **Remedies.** Unauthorized use or disclosure of Confidential Information may cause substantial harm for which remedies at law (e.g., monetary damages) alone are an insufficient remedy. In the event of such actual or threatened breach by a party, the other party may seek injunctive relief, in addition to other available rights and remedies, for breach or threatened breach of this Section 9 (Confidentiality), without proof of actual damages or the requirement of posting a bond or other security.
- 9.5. **Required Disclosures.** Nothing in the Agreement prohibits either party from making disclosures if required by Law or government or court order, provided (if permitted by Law) it notifies the other party in advance and reasonably cooperates in any effort by the other party to obtain confidential treatment.

10. Intellectual Property Rights.

- 10.1. **Trimble IP.** As between the parties, except for any limited usage rights set forth in any Supplemental Terms, Trimble and its suppliers have and will retain all Intellectual Property Rights in and to Trimble IP and all copies, modifications, and derivative works thereof. No Intellectual Property Rights are granted by Trimble to Customer except as expressly provided under the Agreement.
- 10.2. **Feedback.** Customer may from time to time provide suggestions, comments, or other feedback (collective, "**Feedback**") to Trimble with respect to the Offerings. Both parties agree that all Feedback is and will be given entirely voluntarily, and shall not be considered Confidential Information of Customer. Customer shall not provide any Feedback that is subject to license terms that seek to require any of Customer's products, technology, service, or documentation incorporating or derived from such Feedback, or any of Customer's intellectual property to be licensed or otherwise shared with any third party. Customer hereby grants to Trimble and its Affiliates a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and otherwise exploit the Feedback.

11. Personal Information; Data Protection.

- 11.1. This Section 11 (Personal Information; Data Protection) applies if Customer is a legal person (i.e., a business or legal entity). All Laws relating to the protection of privacy and data protection 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 (a) provided by Customer or on its behalf, or (b) automatically collected through the Offering on Customer's behalf. "**Applicable**", in this context, means the Data Protection Legislation applicable to Customer at Customer's principal place of business or to Trimble at Trimble's principal place of business, and such Laws that the parties mutually agree apply.
- 11.2. Each party will comply with all Applicable requirements of the Data Protection Legislation. This Section 11 (Personal Information; Data Protection) is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the applicable Data Protection Legislation.
- 11.3. The parties acknowledge that: (a) when performing its obligations under the Agreement, Trimble processes Personal Information on Customer's behalf, except for user registration and software licensing and usage data, for which Trimble acts as responsible party, and (b) the Personal Information may be transferred or stored, and/or accessed from outside of the country where Customer's principal place of business is located in order to provide the Software and Trimble's other obligations under the Agreement.
- 11.4. Customer will ensure that it has all necessary appropriate consents and notices in place to enable (a) lawful transfer of the Personal Information to Trimble for the duration and purposes of the Agreement and (b) Trimble to lawfully use, process and transfer the Personal Information in accordance with the Agreement, including on Customer's behalf.
- 11.5. 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, then, in addition, at the written request of Customer, the parties will execute an applicable data processing addendum, available at <https://www.trimble.com/privacy/DPA-TI-EuroSubs> (or any successor url). Transfers of Personal Information from Trimble entities located in Europe, acting as data exporter, to Trimble entities in the USA, acting as data importer, are governed, for the benefit of Customer, by the Standard Contractual Clauses available at the same url or upon written request to Trimble.
- 11.6. If the processing of Personal Information by Trimble is subject to US data protection laws, rules or regulations, then the US Data Processing Addendum for Customer Personal Information (available at

https://dl.trimble.com/www/us_dpa_customer.pdf or any successor url) is herein incorporated by reference.

12. **Miscellaneous.**

- 12.1. **Assignment.** Trimble may assign the Agreement upon notice to Customer. Customer may not assign or transfer the Agreement (by operation of law or otherwise) without the prior written consent of Trimble. Any non-permitted assignment is void. The Agreement will bind and inure to the benefit of each party's permitted successors and assigns.
- 12.2. **Amendments.** Trimble may amend the Agreement from time to time with written notice to Customer. Such amendments shall take effect upon the next renewal, if any, of the Agreement, unless Trimble indicates an earlier effective date. If Trimble requires amendments with an earlier effective date and Customer objects in writing, then Trimble may permit such amendments to take effect upon the next renewal; provided, however, if Trimble declines to permit such later effective date, Customer's exclusive remedy is to terminate the Agreement with notice to Trimble, in which case Trimble will provide Customer a refund of any applicable pre-paid fees for the terminated portion of the current Term. To exercise this termination right, Customer must notify Trimble of its objections within thirty (30) days after Trimble's notice of the amended Agreement. Once the amended Agreement takes effect, Customer's continued use of the Offerings constitutes its acceptance of the modifications. Notwithstanding the foregoing, Trimble may modify Documentation upon written notice to Customer to reflect new features or changing practices, provided that the modifications will not materially decrease Trimble's overall obligations with respect to such Offering(s).
- 12.3. **Waiver and Severability.** No waiver of any provision or breach of the Agreement (a) will be effective unless made in writing, or (b) will operate as or be construed to be a continuing waiver of such provision or breach. In the event any portion of the Agreement is held to be invalid or unenforceable, such portion will be construed as nearly as possible to reflect the original intent of the parties, or if such construction cannot be made, such provision or portion thereof will be severable from the Agreement, provided that the invalidity, illegality, or unenforceability in whole or in part of any provision does not affect the validity of other provisions.
- 12.4. **Force Majeure.** Neither party will be liable for any default, delay, or non-performance of its obligations under the Agreement (except for payment obligations) due to causes beyond its reasonable control, including, without limitation, strikes, blockades, war, terrorism, riot, internet or utility failures, governmental orders or actions, national or regional emergency, pandemics, or natural disasters, provided that such party promptly notifies the other in writing of such occurrence and uses commercially reasonable efforts to resume performance of its affected obligations as soon as feasible. Delays or failures that are excused as provided in this Section 12.4 (Force Majeure) will result in automatic extensions of dates for performance for a period of time equal to the duration of the events excusing such delay or failure.
- 12.5. **Notices.** Any notice or other communication given by either party to the other regarding the Agreement will be deemed given and served when personally delivered or delivered by reputable international courier requiring signature for receipt addressed to the party at its notice address. Notice will be deemed effective upon delivery or refused delivery attempt. Either party may change its notice address by written notice to the other. Customer's notice address will be the address appearing on the Order or SOW. Trimble's notice address will be the applicable address on Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction), or if the Trimble entity is not listed there, then on the Order. In addition, any valid notice to Trimble shall include a required copy to: Trimble Inc., Attn: General Counsel - Important Legal Notice, 510 De Guigne Drive, Sunnyvale, CA 94085, USA. Trimble may send operational notices to Customer by email or through the Offering, including, without limitation, modifications of the Agreement or Documentation, suspension, collection, and termination notices related to overdue fees.
- 12.6. **Export Control.** Customer acknowledges that the Offerings are subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer will not, and will 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 Offerings 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 of any United States or foreign agency or authority. Customer warrants that it is 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 Offerings are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government. Customer will defend, indemnify, and hold Trimble harmless against any liability (including attorneys' fees) arising out of Customer's failure to comply with the terms of this Section. Customer's obligations under this Section 12.6 (Export Control) will survive the termination of the Agreement for any reason whatsoever.
- 12.7. **Anti-Corruption Compliance.** Each party, and any third party acting on its behalf, will comply with all applicable United States and international anti-corruption and anti-bribery laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and others (collectively, "**Anti-Corruption Laws**"). Each party, and any third party acting on its behalf, will 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 either party. Each party, and any third party acting on its behalf, also will not solicit or accept any sort of payment or anything of value from anyone, where the intent is to improperly influence any acts of a party or any third party acting on its behalf.
- 12.8. **GSA.** Offerings purchased or licensed under Trimble's United States General Services Administration ("**GSA**") Schedules are subject to all of the pricing and other terms and conditions described in the applicable GSA Schedule.
- 12.9. **Governing Law and Venue.** The sole and exclusive governing Law, jurisdiction, and venue for the Agreement and all Disputes

shall be: (1) as set forth in the Order, if any, or (2) otherwise, as set forth on Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction), in each case to the exclusion of all others; provided that Trimble may elect to bring action in courts with jurisdiction for Customer's location. The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of laws provisions giving rise to a different result do not apply. No Dispute may be brought by either party more than one (1) Year after such Dispute accrued, except that an action for nonpayment may be brought within two (2) Years after the due date. Each party hereby waives, to the maximum extent permitted by law, any objection, including any objection based on *forum non conveniens*, to the bringing of any such proceeding in such jurisdiction.

- 12.10. WAIVER OF JURY TRIAL – UNITED STATES CLAIMS.** FOR ANY CLAIM BROUGHT IN A STATE, FEDERAL, OR OTHER COURT IN ANY JURISDICTION WITHIN THE UNITED STATES, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY 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 THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY; *PROVIDED, HOWEVER*, THAT THIS PROVISION SHALL NOT BE ENFORCED OR ENFORCEABLE TO THE EXTENT A WAIVER OF THE RIGHT TO A TRIAL BY JURY IS PROHIBITED BY, OR CONTRARY TO, THE PUBLIC POLICY OF THE STATE IN WHICH SUCH LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM IS FILED.
- 12.11. Region-Specific Terms.** Additional terms and conditions for specified regions are as set forth in Exhibit B (Region-Specific Terms).
- 12.12. Publicity.** Customer agrees that (a) Trimble may issue a press release in the form approved by the parties regarding the parties' entry into the Agreement, and (b) Trimble may identify Customer (including through use of its name and logo) as Trimble's customer, including on Trimble's website, and may include Customer in its customer list and marketing materials, but will cease this use upon Customer's written request.
- 12.13. Headings; Language.** The headings in the Agreement have been inserted for convenience only and shall have no substantive effect. The language of all parts of the Agreement shall in all cases be considered as a whole, according to its fair meaning, and not strictly for or against any of the parties. The parties hereby acknowledge and agree that the language of the Agreement shall be considered jointly drafted.
- 12.14. Subcontractors.** Trimble may use subcontractors in the performance of its obligations under the Agreement, and will be responsible for the acts and omissions of its subcontractors in their performance of Trimble's obligations in the Agreement.
- 12.15. No Third-Party Beneficiaries.** Except as may be expressly stated in any Supplemental Terms, there are no third-party beneficiaries under the Agreement.
- 12.16. Independent Contractors.** Each party is an independent contractor of, and is not an employee, agent, fiduciary, or authorized representative of, the other party.
- 12.17. Entire Agreement.** The Agreement sets forth the entire understanding between the parties in connection with its subject matter, and supersedes all prior or contemporaneous proposals, communications, agreements, negotiations, and representations, whether written or oral, regarding the subject matter thereof. Any additional, contrary, and/or pre-printed terms or conditions appearing on Customer's acceptance, orders, or associated purchase documentation are hereby rejected and will be of no effect.
- 12.18. Counterparts.** The Agreement, or portions thereof, may be executed in several counterparts and, if applicable, by each party on a separate counterpart, each of which, when so executed and delivered will be an original, but all of which together will constitute but one and the same instrument. A signature, digital signature, or electronic signature delivered through other means (e.g., email) shall have the same force and effect as an original ink signature.

Exhibit A

Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction

Customer Location*	Trimble Entity and Notice Address**	Governing Law	Exclusive Venue/Jurisdiction
United States	Trimble Inc. 10368 Westmoor Drive Westminster, CO 80021 USA	State of Delaware	State and Federal Courts located in Wilmington, Delaware, USA
Australia	Trimble Australia Pty. Ltd. Deutsche Bank Place Level 5 126-130 Philip St. Sydney, NSW 2000, Australia	New South Wales	Courts in Sydney, NSW, Australia
Belgium	Trimble Belgium BV, Geldenaaksebaan 329 3001 Leuven, Belgium	Belgium	Courts in Brussels, Belgium
Canada	Trimble Canada Corporation 600-1741 Lower Water Street Halifax, Nova Scotia B3J 0J2, Canada	Province of Ontario, and the federal laws of Canada applicable therein	Provincial and federal courts located in Toronto, Ontario
Finland	Trimble Finland Oy, Hatsinanpuisto 8, 02600 Espoo, Finland	Finland	Courts in Helsinki, Finland
France	Trimble France S.A.S. 1 quai Gabriel Péri 94340 Joinville-le-Pont, France	France	Courts in Paris, France
Germany	Trimble Germany GmbH, Am Prime Parc 11, 65479 Raunheim Germany	Germany	Courts in Frankfurt/Main, Germany
United Kingdom	Trimble UK Limited 1 Bath Street, Ipswich, Suffolk IP2 8SD	England and Wales	Courts of England and Wales
Any other country or geography not specified above	Trimble Europe B.V. Industrieweg 187a, 5683 CC Best, The Netherlands	The Netherlands	Courts of Amsterdam, the Netherlands

* Customer location is Customer's billing address specified on the Order, or if none, then the address provided by Customer to Trimble when registering its online account.

** Addresses for Trimble entities not listed shall be as set forth on the Order or SOW. See additional required notice address for Trimble in Section 12.5 (Notices).

Exhibit B
Region-Specific Terms

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- Australia
- France
- The Netherlands
- Germany

Australia

For Customer who purchase Offerings in Australia, the following provisions apply:

- (a) For the purposes of this section, “**Australian Consumer Law**” means the Australian Consumer Law set out at Schedule 2 to the *Competition and Consumer Act 2010* (Cth), as amended from time to time, and “**Non-excludable Condition**” means the consumer guarantees, warranties, rights, or remedies under the Australian Consumer Law that cannot be limited, excluded, restricted, or modified, and to which Customer may be entitled.
- (b) To the extent permitted by Law, Trimble’s liability in relation to breach of any such Non-excludable Condition shall be limited, at its option, as follows: (i) in the case of the goods, to repairing or replacing the goods, supplying equivalent goods, or paying the costs of repairing or replacing the goods or acquiring equivalent goods; and (ii) in the case of the services, to re-supplying the services or paying the cost of re-supplying the services.
- (c) Nothing in the Agreement excludes, restricts or modifies any Non-excludable Condition.
- (d) Nothing in the Agreement is intended to derogate from Trimble’s obligations under the *Privacy Act 1988* (Cth) as amended from time to time.
- (e) Where Order(s) are a “Small Business Contract” within the meaning of the Australian Consumer Law:
 - Trimble shall not accelerate Customer’s unbilled future fees under any Order(s);
 - Customer’s indemnification obligations under the Agreement are reduced to the extent Trimble’s acts or omissions contributed to or caused the claims, costs, damages, losses, liabilities, and expenses suffered by Customer;
 - Trimble’s liability in relation to breach of any Non-excludable Condition will be an Excluded Claim; and
 - No dispute or legal action arising under the Agreement may be brought by either party more than three years after such cause of action accrued.

France

Section 3.4 is hereby amended and restated to read as follows:

Section 3.4 Late payments will bear interest at the rate of 1.5% per month or the minimum rate allowed by Law (currently three (3) times the legal interest rate), whichever is higher, measured from the date on which the sums concerned became due until the date on which full payment is received. Collection fees of a minimum amount of 40 € will be added in accordance with Article L. 441-10.II of the Commercial Code. Customer will be liable for all other costs of collection of past due amounts (including court costs and attorney’s fees incurred by Trimble). If the Customer does not dispute an invoice amount in writing by the due date of the invoice, the Customer shall be deemed to have acknowledged the accuracy of such invoice and waived its right to dispute it. A dispute over part of an invoice or amount due shall entitle the Customer to withhold or delay payment of the disputed part only.

The following is hereby added as Section 7.1 (e) :

(e) EACH PARTY HEREBY HAS AN OBLIGATION TO LIMIT THE DAMAGES IT MAY SUFFER IN THE EVENT OF A BREACH OF ITS OBLIGATIONS BY THE OTHER PARTY.

The Netherlands

The provisions of Section 4.2 (Termination) are the sole grounds for the termination of the Agreement, and to the extent permitted by Law, the right of Customer to rescind the Agreement and claim damages on the basis of statutory Law (including but not limited to sec. 6:265 Dutch Civil Code) is excluded.

THE LIMITATION OF LIABILITY IN SECTION 7 FOR A PERIOD OF 12 MONTHS EXPRESSLY INCLUDES ANY OBLIGATION TO PAY COMPENSATION UNDER A WARRANTY MENTIONED IN THESE TERMS OR RELATED CONTRACTS OR DOCUMENTS AND THE RESTITUTION OBLIGATIONS (*ONDEDAANMAKINGSVERPLICHTINGEN*) AND INDEMNIFY FOR DAMAGES. LIABILITY FOR DEATH

OR PERSONAL INJURY SHALL NOT EXCEED EUR 1.250.000.

The applicability of section 6:227b subsection 1 and section 6:227c subsection 1 of the Dutch Civil Code are excluded in any Agreement between Trimble and any person who is not a consumer.

Germany

If German law applies to this Agreement, the following terms are incorporated into the General Terms:

1. **With regards to section 3.4**, it is recorded that, according to applicable law and provided that no consumer is the counterparty of the Agreement, the enforceable maximum interest rate is nine (9) percent above the base interest rate. The maximum interest rate applies if the statutory requirements for default (*Verzug*) are fulfilled.
2. **With regards to section Ziffer 4.2** it is clarified that the statutorily available rights to terminate extraordinarily or without notice period remain unaffected.
3. **The following applies regarding section 6**: Section 6 will not apply. With regards to warranty (*Gewährleistung*) the relevant provisions of Trimble's Supplemental Terms apply. In addition, unless this is explicitly agreed in writing, it is not intended that Trimble provides a guarantee that exceeds complements the statutory provisions (*gesetzliche Gewährleistung*).
4. **With regard to paragraph 7** :instead of Section 7 (limitation of liability) only the following provisions apply:
 - Trimble is liable for damages of the Customer that were caused intentionally or through gross negligence, that is the result of failure to deliver on an explicit, written guarantee, that is based on a culpable breach of essential contractual obligations (so-called cardinal obligations), that is the result of a culpable injury to health, body or life or for which liability is provided for under the Product Liability Act or another mandatory legal regulation, in accordance with the statutory provisions.
 - Cardinal obligations are those contractual obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the customer can regularly rely, and whose violation, on the other hand, endangers the achievement of the purpose of the contract.
 - In the event of a breach of a cardinal obligation, liability - to the extent that the damage is based solely on slight or normal negligence and does not affect life, limb or health - is limited to damage that typically arises in the context of the delivery of such software as purchased by the customer and must be expected foreseeably.
 - Any further liability – regardless of the legal basis – of both Trimble and Trimble's vicarious agents and vicarious agents is excluded.
 - If damage to the customer results from the loss of data, Trimble is only liable if the damage could not have been avoided if the customer had normally backed up the data in question.
5. **Regarding Section 11** Deviating from Section 11.4, it is agreed that the parties also conclude the DPA linked under <https://www.trimble.com/privacy> or a successor URL when concluding this Agreement. Upon request, the Customer can request that a signed copy be sent. The transfer of personal data from Trimble facilities in Europe, acting as data exporter, to Trimble facilities in the United States, acting as data importer, is governed by Standard Contractual Clauses, which are available at the same URL or upon written request to Trimble.
6. **With regard to clause 12.1** In addition to Section 12. 1, it is stipulated that in the event of a change, the customer is granted an immediate and unconditional right of termination.
7. **With regard to clause 12.9.**
 - The following section applies instead of section 12.9.
 - **Governing Law and Venue; Waiver of Jury Trial.** The Agreement and any dispute, claim or controversy arising therefrom shall be governed exclusively by the laws of the jurisdiction applicable to Customer's location as set forth in Appendix A (Trimble Entities; Governing Law; Exclusive Jurisdiction/Venue) under "Governing Law", without Consideration or application of conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply. All claims, matters and disputes arising from the agreement are subject to the customer if the customer is a merchant, a legal entity under public law or a special fund under public law or he does not have a general place of jurisdiction in the Federal Republic of Germany the sole and exclusive jurisdiction and venue set out in Appendix A (Trimble Entities; Governing Law; Exclusive Jurisdiction/Venue) under "Exclusive Jurisdiction/Venue".
 - **Regarding paragraph 12.15.** Clause 12.15 does not apply.

Addendum #3

Supplemental Terms for Software and Subscriptions *Version 1.2 (Last Updated: May 1, 2024)*

1. Definitions. Capitalized terms not defined herein have the meanings given in the General Terms.

- 1.1. **"Active Project"** means any Project on which the Software may be used by Customer during any Annual Subscription Term.
- 1.2. **"Annual Subscription Term"** means each 12-month period of a Subscription Term.
- 1.3. **"Anonymized Data"** means any data collected in connection with the Offerings (including Customer Data) that has been aggregated and/or de-identified in such a manner that neither Customer nor any of its Authorized Users or any other individual can be identified from the data when it is shared outside of Trimble or its Affiliates.
- 1.4. **"Authorized User"** means any employee of Customer and, unless prohibited by Trimble in the Order, Documentation, or any Supplemental Terms, individuals who are contractors or consultants of Customer or employees, contractors, or consultants of Customer's Affiliates authorized by Customer to access and use the Offerings on Customer's behalf in accordance with the Agreement, including, without limitation, Section 6.6 (Third-Party Access) and Section 9 (Confidentiality).
- 1.5. **"Correction Services"** means subscription-based services that provide GNSS position correction data.
- 1.6. **"Concurrent User"** means any type of User authorized by Customer to access and use the Offerings on Customer's behalf simultaneously at a given point in time.
- 1.7. **"Customer Data"** means any information, documents, materials, or other data of any type that is input by or on behalf of Customer into the Offerings or that is created or generated by Customer through Customer's use of the Offerings, including without limitation information or data that is submitted manually by Authorized Users or through a Third-Party Platform. For clarity, Customer Data expressly excludes Usage Data.
- 1.8. **"Customer Group"** means Customer's business units, Affiliates, or Joint Ventures, if any, listed in the Order that may authorize Authorized Users to use the Offerings on behalf of those business units, Affiliates, or Joint Ventures.
- 1.9. **"Gross Annual Revenue"** or **"GAR"** means Customer's (and Customer Group's, if applicable) income and revenue from all sources, before expenses or taxes, calculated on an annual basis according to generally accepted accounting principles and as reported in company financial statements. The various equivalent definitions may be used interchangeably.
- 1.10. **"Joint Venture"** means a business arrangement in which Customer and one or more other third parties agree to pool their resources to accomplish a Project or other commercial enterprise.
- 1.11. **"License Keys"** means electronic passwords, authorization codes, or other enabling mechanisms provided for use with the Offerings.
- 1.12. **"Named User"** means any type of Authorized User designated by Customer by name or other identifier to access and use the Offerings on Customer's behalf.
- 1.13. **"Prohibited Data"** means any (a) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("**HIPAA**"); (b) credit, debit, or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS); (c) information subject to regulation or protection under the Children's Online Privacy Protection Act or Gramm-Leach Bliley Act, or (d) any other information which is regulated under Laws and is not required for use of the Software for its intended purpose.
- 1.14. **"Project"** means the initiation, delivery, operations, and maintenance of a construction project.
- 1.15. **"Provision Date"** means the date on which Trimble first provides access to the Offerings. For an Offering bundle comprised of multiple Software, the Provision Date will be the date on which the entire Offering bundle becomes fully provisioned.
- 1.16. **"Subscription"** means access to any Software, Support, Correction Services, content, data, or other information, in each case made available for the applicable Subscription Term(s).
- 1.17. **"Support Terms"** means the then-current Supplemental Terms for Support and Maintenance available at <https://www.trimble.com/en/legal/customer-terms> or any successor url.
- 1.18. **"Third-Party Materials"** means any third-party data, content, or proprietary software. Third-Party Materials is not part of Software.
- 1.19. **"Project Budget"** means the total projected cost allocated to carry out, manage, and complete one or more Active Project(s) over the entire Subscription Term. The various defined terms are equivalent and may be used interchangeably, including in other defined terms.
- 1.20. **"Total Project Value"** or **"Project Value"** means Project Budget divided by the number of Annual Subscription Terms in the Subscription Term (and not any renewal). The various defined terms are equivalent and may be used interchangeably, including in other defined terms.
- 1.21. **"Usage Limitations"** means Customer's authorized scope of use for the Offerings as specified in the applicable Order, Supplemental Terms, or Documentation, which may include any user (e.g., Named User, Concurrent User, etc.), seat, copy, instance, data storage, CPU, computer, field of use, location, project, or other restrictions.
- 1.22. **"Usage Data"** means Trimble's technical logs, data, and learnings about Customer's use of the Offerings, excluding Customer Data.

2. Generally

2.1 Offerings.

(a) **Subscriptions (other than Licensed Software).** Customer may access and use the Subscriptions during the Subscription Term only for its internal business purposes in accordance with the Documentation, Usage Limitations, and the Agreement. Unless otherwise specified by Trimble, any Licensed Software provided with a Subscription is subject to the terms applicable to Licensed Software under the Agreement.

(b) **Licensed Software.** Trimble hereby grants Customer a non-transferable, non-sublicensable, non-exclusive license, during Term, to install, copy, and use the Licensed Software on systems or devices under Customer's control only for its internal business purposes in accordance with the Documentation, Usage Limitations, and the Agreement. Licensed Software is licensed, not sold. Any Licensed Software deployed through hosting services delivered by Trimble are subject to the terms and conditions applicable to Licensed Software.

2.2 Authorized Users. Only Authorized Users may access or use the Offerings. User IDs are granted to individual, named persons, and each Authorized User will keep login credentials confidential and not share them with anyone else. Customer is responsible for its Authorized Users' compliance with the Agreement and actions taken through their accounts. In the event an Authorized User is no longer authorized to use an Offering on Customer's behalf, Customer will promptly de-activate such Authorized User's access. Unless expressly permitted in the Order,

Supplemental Terms, or Documentation, Customer may not transfer Authorized User status from one individual to another. Customer will promptly notify Trimble if it becomes aware that any of its Authorized User login credentials have been compromised.

2.3. **Restrictions.** Customer will not (and will not permit, encourage, or assist anyone else to) do any of the following: (a) provide access to, distribute, sell, or sublicense the Offerings to a third party; (b) use the Offerings on behalf of, or to provide any product or service outside of Customer's regular course of business, to, third parties; (c) use the Offerings to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to any element of the Offerings, except to the extent expressly permitted by Law (and then only after providing prior written notice to Trimble); (e) modify or create derivative works of the Offerings or copy any element of the Offerings (other than in connection with making copies of Licensed Software authorized under the Agreement); (f) remove or obscure any proprietary notices in the Offerings; (g) publish benchmarks or performance information about the Offerings, except to the extent expressly permitted by Law; (h) interfere with the Offerings' operation or its use by others, circumvent its access restrictions or, without the prior written permission of Trimble, conduct any security or vulnerability test of the Offerings; (i) transmit any viruses or other harmful materials to the Offerings; (j) submit to the Offerings any information that is inappropriate, defamatory, obscene, salacious, or unlawful, or use the Offerings to defame, harass, stalk, threaten, or otherwise violate the rights of others; (k) use the Offerings to advertise, offer to sell or buy goods, or otherwise for business promotional purposes; (l) for Licensed Software, unless expressly permitted in the Order, Supplemental Terms, or the Documentation, use or host any Licensed Software in a virtual server environment, or (m) for Corrections Services, re-broadcast the Corrections Services without the prior written consent of Trimble.

2.4 **Free Versions; Trials and Betas.** "Free Versions" means any Offerings made available to Customer for use without a fee. "Trials and Betas" means any Offerings or any features thereof made available on an evaluation or trial basis or as an alpha, beta, Labs or other early access offering, in any case free or otherwise. Unless otherwise set forth in the Documentation or the Agreement, Customer may only use Free Versions in a non-production environment and for non-commercial purposes, and Trials and Betas may only be used solely for Customer's internal evaluation to determine whether to purchase a license or subscription to the Offerings. The evaluation term for Trials and Betas shall be 30 days unless otherwise designated by Trimble in writing. Free Versions and Trials and Betas are optional, and Trimble may cease making available such Offerings at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features that Trimble may never release, and their features and performance information are Trimble's Confidential Information. In the event Customer has purchased Services related to any Free Version or Trial and Beta, any unused Services upon any termination or expiration of the applicable term for the Free Version or Trial and Beta shall be forfeit. **Notwithstanding anything else in the Agreement: (a) Trimble has no obligation to retain Customer Data used with Free Versions and Trials and Betas; (b) Trimble provides the Free Versions and Trial and Betas "AS-IS" with no warranty, indemnity, service levels, or support; (c) Trimble's liability for Free Versions and Trials and Betas will not exceed US\$50, and (d) either party may terminate access to a Free Version or Trial and Beta, for any reason or no reason, immediately upon written notice to the other party.**

2.5 **Educational Versions.** For any version of the Offerings designated as "educational," or a similar term, Customer may use the Offerings solely for educational purposes - e.g., by an instructor or a student at an educational institution and while engaged in educational work. Such educational versions may not be used (a) by any other person; (b) by any educational institution for any non-educational purposes; or (c) for any for-profit purpose, including professional work or training offered for a fee, or by commercial entities.

2.6 **Delivery.** Offerings and License Keys, if any, will be delivered by electronic means unless otherwise specified on the applicable Order. Delivery is deemed to occur on the date on which the Offering and License Key, if any, are first made available to Customer.

2.7 **Software Activation and Metering; Audits.**

- (a) Offerings may gather and transmit to Trimble license usage, compliance, and activation data. Customer will not disable, modify, or interfere with the operation of any such functionality of the Offerings. Trimble may use the foregoing information to validate the authenticity of Authorized Users, to confirm Customer's compliance with the Agreement, to register the Offerings, to monitor and validate compliance with Usage Limitations, for license metering, and to protect Trimble against unlicensed or illegal use of the Offerings.
- (b) Upon Trimble's written request, Customer shall certify in writing that its use of the Offerings is in full compliance with the Agreement (including any Usage Limitations). In addition to the other license compliance monitoring rights in the Agreement, Trimble, or its authorized representative, may, upon prior reasonable notice of at least ten (10) days, inspect and audit Customer's records and use of the Offerings to confirm Customer's compliance with the Agreement. All such inspections and audits will be conducted during regular business hours and in a manner that does not unreasonably interfere with Customer's business activities. Customer is responsible for such audit costs only in the event the audit reveals that the use is not in accordance with the Usage Limitations or other licensed scope of use and for unpaid fees. Customer shall promptly pay all unpaid fees.

3. Data Usage and Ownership.

3.1 **Ownership.** Except for Trimble's limited rights set forth in the Agreement, as between the parties, Customer retains all Intellectual Property Rights in Customer Data. Trimble owns all Intellectual Property Rights in Anonymized Data and Usage Data.

3.2. **Limited Usage Rights.** Customer hereby grants to Trimble and its Affiliates the non-exclusive, worldwide, irrevocable, royalty-free right: (i) to use Customer Data during the Term to provide the Offerings, Support, and Services to Customer; (ii) to create Anonymized Data; (iii) to use and disclose Customer Data as otherwise permitted pursuant to the Agreement or any written consent or instructions of Customer; and, (iv) subject to Trimble's confidentiality obligations in Section 9 (Confidentiality) of the General Terms and all applicable Data Protection Legislation, to use Customer Data in perpetuity to develop, maintain, and improve the products, software, and services of Trimble or its Affiliates, including, without limitation, analytics, model training, and machine learning.

3.3 **Access.** Customer will not have access to Customer Data after termination or expiration of the Term, unless otherwise indicated in the Order, Supplemental Terms, or the Documentation, or the parties agree otherwise in writing.

3.4 **Confidentiality.** In the event of any conflict between the terms of Section 9 (Confidentiality) of the General Terms and this Section 3 (Data Usage and Ownership), the terms of this Section 3 (Data Usage and Ownership) will control.

4. Customer Obligations.

4.1 **Dependencies and Compatibilities.** If Customer enables Dependencies or Compatibilities with an Offering, Trimble may access and exchange

Customer Data with the Dependencies or Compatibilities on Customer's behalf. Trimble will have no liability or obligations under the Agreement with respect to how any Dependencies or Compatibilities uses or processes Customer Data. If Trimble hosts any Dependency or Compatibilities at Customer's request, Customer represents and warrants to Trimble that Customer has all rights necessary. Trimble may charge additional fees for such hosting services.

4.2 **No Prohibited Data.** Customer will not use the Offerings with Prohibited Data. Customer acknowledges that the Offerings are not intended to meet any legal obligations for these uses, including HIPAA requirements, and that Trimble is not a Business Associate as defined under HIPAA.

4.3 **Customer Data.** Customer is responsible for its Customer Data, including its content, accuracy, and compliance with Laws. Customer represents and warrants that it has made all disclosures and has all rights, consents, and permissions necessary to use its Customer Data with the Offerings and grant Trimble the rights in Section 3 (Data Use and Ownership), all without violating or infringing Laws, third-party rights (including intellectual property, publicity, or privacy rights), or any terms or privacy policies that apply to its Customer Data. If Customer utilizes data fields available in the Offerings to store data not required for the normal use and operation of the Offerings for their intended purpose, Customer agrees that Trimble is not responsible for, and will not be liable in any manner for such data, and Customer assumes all risks associated with, and agrees to hold Trimble harmless from and against any and all claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) related to or arising from, Customer's use of data fields to store such data.

4.4 **Excluded Claims.** In addition to the Excluded Claims stated Section 7 (Limitation of Liability) in the General Terms, the following shall also be Excluded Claims for purposes of the Agreement: Section 10 (Indemnification) of these Software Terms and any breaches of Sections 2.3 (Restrictions) or Section 4 (Customer Obligations) of these Software Terms.

4.5 **License Compliance.** Customer shall promptly notify Trimble if Customer become aware of (i) any breach of confidentiality obligations regarding the Offerings, or (ii) any infringement (whether actual or alleged) of Trimble's intellectual property rights in the Offerings, or (iii) any unauthorized use of the Offerings by any person, and provide reasonable assistance to Trimble in connection with any suit or proceeding relating to such events.

4.6 **Usage Limitations.** Customer will comply with all Usage Limitations. If Customer exceeds the Usage Limitations during the Term, Trimble may invoice Customer for the use that exceeded the applicable Usage Limitations at Trimble's then-current list price, and Customer shall pay in accordance with the Agreement. The parties may also agree on a Usage Limitation adjustment, in which case Customer must sign a new Order and pay the applicable fees.

4.7 **Fee Criteria.** If the Order states Software is made available based on GAR, Project Budget, Total Project Value, population, specific-department usage, Affiliate-limitations, or similar criteria (any such criteria, the "Fee Criteria"), the fees for that Software are calculated based on that Fee Criteria as of the date of Order issuance by Trimble. Unless otherwise provided the Order, if the Fee Criteria increases by more than 10% during the Subscription Term, (i) Customer shall promptly notify Trimble in writing, (ii) Trimble has the right to adjust such fees based on changes in the Fee Criteria and its then-current list price for that Software (including on a prorated basis for the current term), and (iii) Customer shall pay any applicable additional fees upon receipt of the invoice in accordance with the Agreement. At the request of Trimble, Customer will promptly provide documentation satisfactory to Trimble evidencing Customer's then-applicable Fee Criteria.

5. Suspension of Access. Trimble may suspend Customer's access to an Offering, without liability, and in whole or in part, if (a) Customer breaches any Usage Limitations, Sections 2.2 (Authorized Users), 2.3 (Restrictions), 4 (Customer Obligations) or 6.2 (Offering Content); (b) Customer's account is five (5) business days or more overdue; or (c) immediately if Customer or any of its Authorized Users' acts or omissions threaten the integrity, availability, or security of the Offerings or Trimble's systems, products, or infrastructure (provided Trimble will use commercially reasonable efforts to provide Customer with advance notice of such suspension where Trimble determines exigent circumstances do not exist). Trimble will lift such suspension once the related issue or failure is cured to Trimble's reasonable satisfaction. Fees will continue to apply during the suspension period. Customer may be prohibited from entering new Customer Data or processing or accessing existing Customer Data and data reports during the suspension period. If Customer attempts to access or manipulate Customer Data utilizing third-party software during suspension, Trimble disclaims and Customer holds Trimble harmless from any responsibility or liability relating to lost or altered Customer Data or related damages.

6. Certain Features. The following provisions apply to the extent applicable to the Offerings.

6.1 **Third-Party Materials.** The Offerings may provide Customer with access to Third-Party Materials. Third-Party Materials are not part of the Offerings. To the extent specified by Trimble (including in any Supplemental Terms or Documentation), use of the Third-Party Materials may be subject to additional terms or restrictions ("Third-Party Terms"). Customer is solely responsible for its compliance with any Third-Party Terms, and failure to comply with such terms may result in termination of Customer's right to access any features of the Offerings that utilize such Third-Party Materials. If no Third-Party Terms are specified, Customer may use Third-Party Materials solely in support of Customer's authorized use of the Offerings in accordance with the Agreement.

6.2 **Offering Content.** "Offering Content" shall be any Trimble IP or Third-Party Materials made available as data or information through the Offering, whether included as part of the Offering or as a separate subscription. Any Offering Content that is Trimble IP will be deemed part of the Offering. Any Offering Content that is Third-Party Materials shall be subject to any applicable Third-Party Terms. If no Third-Party Terms apply, then unless otherwise authorized by Trimble in writing or the applicable Documentation, such Third-Party Materials, and any derivative thereof, may only be used or accessed by an Authorized User. Third-Party Materials will be used solely for Customer's internal purposes during the Term and must be accessed pursuant to a manual Authorized User request. Customer will not: (i) access, extract, or download any Third-Party Materials, or portions thereof, in batch or en masse by any means; (ii) use any device, software, or routine to bypass any hardware or software that prohibits volume requests for information; (iii) sell, offer to sell, rent, sublicense, or transfer any copies of the Third-Party Materials, or portions thereof, to a third party or allow a third party to use the Third-Party Materials; (iv) use the Third-Party Materials to develop services or products for sale or include any portion of the Third-Party Materials in any product or service; (v) use any portion of the Third-Party Materials to create a competitive service, product, or technology; (vi) recreate the Third-Party Materials or create otherwise a separate database or other repository of Third-Party Materials; (vii) use Third-Party Materials to train, augment, or correct another database or information repository; (viii) unless otherwise specified in the Documentation, permit any individual other than an Authorized User to access or use the Offering Content and any derivative thereof, or (ix)

make any portion of the Third-Party Materials available to the public in any manner. Upon notice from Trimble and/or any termination or expiration of the Term, Customer will immediately cease using and delete/destroy all electronic and physical copies of Third-Party Materials.

6.3 Open Source. The Offerings may incorporate third-party open source software (“**Open Source**”), as listed in the Documentation or otherwise made available by Trimble. To the extent the terms of the Open Source license prohibit the terms of the Agreement from applying to the Open Source, the terms of the Open Source license will apply to the Open Source on a stand-alone basis instead of the Agreement.

6.4 Third-Party Application Stores.

(a) **Purchase from Application Store.** If Customer obtains the Offering (or portions thereof) through a third-party application store, marketplace, or other site or service (each, an “**Application Store**”), such Application Store is considered a reseller. All fees are non-refundable once paid. Customer’s download of the Offering may be subject to other terms as specified by the operator of the Application Store from which Customer downloaded the Offering.

(b) **Apple-Specific Terms.** If Customer downloaded the Offering from Apple Inc.’s (“**Apple**”) Application Store, the following terms are part of the Agreement. The Agreement is between Customer and Trimble, and not with Apple. However, as required by Apple, Apple and its subsidiaries will be third-party beneficiaries of the Agreement and will have the right (and will be deemed to have accepted the right) to enforce the Agreement against Customer as a third-party beneficiary. To the maximum extent permitted by Law, Apple will have no warranty obligation with respect to the Offering, and, as between Apple and Trimble, any other claims, losses, liabilities, damages, costs, or expenses attributable to a failure to conform to a warranty will be Trimble’s responsibility. Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the Offering. As between Trimble and Apple, Trimble is solely responsible for the Offering and for addressing any claims Customer or any third parties have about the Offering or Customer’s possession or use of the Offering, including without limitation (i) product liability claims; (ii) any claim that the Offering fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. In the event of any third-party claim that the Offering or Customer’s possession or use of the Offering infringes that third party’s intellectual property rights, Apple will not be responsible for the investigation, defense, settlement, or discharge of such claim.

6.5 Security for SaaS or Hosting Services for Licensed Software. This Section 6.5 (Security for SaaS or Hosting Services for Licensed Software) applies to Offerings that are SaaS or hosting services for Licensed Software. During the Term, Trimble or its third party hosting provider(s) will use commercially reasonable efforts to establish and maintain reasonable administrative, physical, and technical safeguards designed to protect (a) the security, confidentiality, and integrity of Customer Data; (b) against anticipated threats or hazards to the security, confidentiality, and integrity of Customer Data; (c) against unauthorized access to or use of Customer Data; and (d) against unlawful processing, accidental destruction, or loss of Customer Data. In the event Trimble is not in breach of the foregoing obligations and an unauthorized third party nonetheless gains access to the Customer Data, such disclosure of Customer Data in such circumstances shall not be a breach of Section 9 (Confidentiality) of the General Terms. In the event of any conflict between the terms of Section 9 (Confidentiality) of the General Terms and this Section 6.5 (Security for SaaS or Hosting Services for Licensed Software), the terms of this Section 6.5 (Security for SaaS or Hosting Services for Licensed Software) will control.

6.6 Third-Party Access.

(a) **Generally.** Customer authorizes Trimble to grant access to its instances of the Offerings and share Customer Data with any third-party Authorized Users or as otherwise instructed by Customer. Customer is solely responsible for such third-parties’ compliance with the Agreement and for any and all acts or omissions of any such third parties. Such third parties are considered Representatives, as that term is defined and used in Section 9 (Confidentiality) of the General Transaction Terms. Such third parties are not intended third-party beneficiaries under the Agreement. Trimble shall have no liability for any act or omission of any such third party, including by way of access or use of the Offerings or Customer Data. Such third-party access or use of the Offerings must be solely and exclusively for the benefit of Customer (or its Affiliates, if applicable), and any other purpose is prohibited. For clarity, as between Customer and any such third parties, any data or other information uploaded by such third party to the Offerings on Customer’s behalf will be deemed Customer Data of Customer.

(b) **Customer as a Third-Party.** In the event that Customer is invited to access an Offering as a third party, any data or other information uploaded by Customer on behalf of such third party shall be deemed “Customer Data” of such third party.

7. Support. If Customer is eligible for Support and pays any applicable fees, Trimble will make such Support available in accordance with the Support Terms or as Trimble may otherwise expressly provide in writing. Unless otherwise set forth in writing by Trimble, Support is not available for Free Versions or Trials and Betas.

8. Term and Termination.

8.1 Perpetual License. If Customer purchases a perpetual license to Licensed Software, Customer’s license to the Licensed Software will continue in perpetuity subject to the terms and conditions of the Agreement. Support for Licensed Software is purchased separately unless otherwise indicated by Trimble in writing or on an Order.

8.2 Subscriptions.

(a) **Subscription Term.** If Customer purchases access to a SaaS or a license to Licensed Software for a limited period of time, the duration of the initial term and any renewals are as set forth in the Order (collectively, the “**Subscription Term(s)**”). Notwithstanding anything to the contrary in the Order, the start date for each Subscription Term for each Offering will begin on the Provision Date for that Offering. For clarity, each Offering may have a different Provision Date.

(b) **Additional Subscriptions.** If Customer previously purchased one or more Subscriptions for a particular Offering (“**Existing Subscription(s)**”) and subsequently purchases one or more additional Subscriptions (for any Offering) while the Existing Subscription(s) is in effect (the “**Additional Subscription(s)**”), the duration of the Subscription Term for the Additional Subscription will be as set forth in the Order. Unless otherwise set forth by Trimble in writing, all Customer’s Subscriptions shall have the same end date and Trimble may invoice all fees for all such Subscriptions on a single invoice.

8.3 Effect of Termination. Upon expiration or termination of the Agreement or the Order, Customer’s right to use the Offerings will cease and Customer will immediately cease any and all use of and access to the Offerings and will delete (or, upon request, return) all copies of any Offerings. At the disclosing party’s request upon expiration or termination of the Agreement, the receiving party will delete all of the disclosing party’s Confidential Information (excluding Customer Data, which is addressed in Section 3 (Data Usage and Ownership)). Customer Data and other

Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to the Agreement's confidentiality restrictions.

8.4 Survival. In reference to Section 4.3 of the General Terms (Survival), the following Sections of these Software Terms survive any expiration or termination of the Agreement: 1 (Definitions), 2.3 (Restrictions), 3.1 (Data Usage and Ownership), 4 (Customer Obligations), 8.3 (Effect of Termination), 8.4 (Survival), 9.3 (Additional Disclaimers), and 10 (Indemnification). Except where an exclusive remedy is provided, exercising a remedy under the Agreement, including termination, does not limit other remedies a party may have.

9. Warranties and Additional Disclaimers.

9.1 Limited Warranty. Subject to the Agreement and any mandatory Laws to the contrary, Trimble warrants to Customer that during the Warranty Period, the Offerings will perform materially as described in the Documentation. The "Warranty Period" is (a) 90 days for Licensed Software licensed on a perpetual basis, and (b) for the duration of the applicable Subscription Term, for any Subscriptions. Notwithstanding the foregoing, Trimble makes no warranties with respect to Correction Services, which are provided as-is and as-available.

9.2 Warranty Remedy.

(a) If the Offering fails to conform to Section 9.1 (Limited Warranty) during the Warranty Period, Customer may make a reasonably detailed warranty claim within 30 days of discovering the issue. For any such claims reported by Customer within such period that Trimble determines are valid, Trimble will correct such non-conformity by issuing corrected instructions, a restriction, or a bypass, or by replacing the Offerings, at Trimble's option. Subject to any mandatory Laws to the contrary, these procedures are Customer's exclusive remedy, and Trimble's entire liability, for the failure of the Offerings to conform to the warranty in Section 9.1 (Limited Warranty).

(b) The foregoing limited warranty only applies if and to the extent that (i) any Offering associated with the warranty is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with the Documentation, and (ii) any Offerings associated with the warranty is not modified or misused. The foregoing limited warranty does not apply to (1) issues caused by unauthorized use or modifications; (2) unsupported or unauthorized versions of any Offerings; (3) operating the Offerings under any specification other than, or in addition to, the Documentation; (4) issues in or resulting from Dependencies, Compatibilities, or third-party systems, products, or services; or (5) Free Versions, Trials and Betas or other similar versions.

9.3 Additional Disclaimers. Trimble makes the following disclaimers in addition to Section 6 (Warranty Disclaimer) in the General Terms.

(a) General. TRIMBLE MAKES NO EXPRESS WARRANTY THAT CUSTOMER'S USE OF THE OFFERINGS WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER MALWARE OR PROGRAM LIMITATIONS; THAT TRIMBLE WILL REVIEW CUSTOMER DATA FOR ACCURACY; OR THAT TRIMBLE WILL MAINTAIN CUSTOMER DATA OR OTHER DATA WITHOUT LOSS. TRIMBLE IS NOT LIABLE FOR DELAYS, FAILURES, OR PROBLEMS INHERENT IN USE OF THE INTERNET, SATELLITES, ELECTRONIC COMMUNICATIONS, OR OTHER SYSTEMS OUTSIDE TRIMBLE'S CONTROL. TRIMBLE WILL NOT BE LIABLE IN ANY MANNER FOR THE OUTPUT OBTAINED THROUGH USE OF THE OFFERINGS OR CUSTOMER'S RELIANCE ON SUCH OUTPUT. CUSTOMER IS RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT, AND CONTROL OF CUSTOMER'S USE OF THE OFFERINGS. THIS RESPONSIBILITY INCLUDES THE DETERMINATION OF APPROPRIATE USES FOR THE OFFERINGS AND THE SELECTION OF THE OFFERINGS TO ACHIEVE INTENDED RESULTS. ANY FORMS, POLICIES, OR OTHER MATERIALS PROVIDED BY TRIMBLE THROUGH THE OFFERINGS OR DOCUMENTATION ARE NOT INTENDED AND SHOULD NOT BE RELIED UPON AS LEGAL ADVICE OR LEGAL OPINION. CUSTOMER SHOULD CONSULT ITS OWN LEGAL COUNSEL REGARDING THE USE OF ANY SUCH MATERIALS. CUSTOMER IS ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY AND ACCURACY OF ANY OUTPUT OF THE OFFERINGS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD.

(b) Correction Services Disclaimers. Customer acknowledges that the Correction Services and related network access are subject to transmission limitations caused by a variety of factors such as atmospheric conditions, topographical obstructions, limitations or lack of coverage of the underlying carrier service and other natural or manmade conditions. Additionally, motor and ignition noise, metal shielding, and interference by users of the same or adjacent radio channels may limit or interfere with Correction Services. Trimble is not responsible for the operation or failure of operation of GNSS satellites or the availability of GNSS satellite signals.

(c) Third-Party Materials. Third-Party Materials are provided "AS IS" and Customer assumes all risk and liability regarding any use of (or results obtained through) Third-Party Materials. Trimble and its suppliers make no warranty or guarantee with respect to any Third-Party Materials, including regarding their accuracy or continued availability or compatibility.

(d) Dependencies and Compatibilities. Trimble makes no warranty or guarantee with respect to any Dependencies, Compatibilities, or other factors outside of Trimble's control, including their continued availability or compatibility.

(e) Prohibited Data. Trimble and its suppliers specifically disclaim any responsibility for, and will not be liable in any manner arising from, any use of the Offerings in connection with Prohibited Data.

10. Indemnification. Customer will defend, indemnify, and hold harmless Trimble from and against any and all third-party claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with (a) any Customer Data, Dependencies, or Compatibilities, or (b) Customer's breach of Sections 2.3 (Restrictions), 4 (Customer Obligations), 6.1 (Third-Party Materials), 6.2 (Offering Content), or 6.4 (Third-Party Application Stores) (each, a "Claim"). Trimble will give Customer prompt written notice of any Claim and will cooperate in relation to the Claim at Customer's expense. Customer will have the exclusive right to control and settle any Claim, except that Customer may not settle a Claim without Trimble's prior written consent (not to be unreasonably withheld) if the settlement requires Trimble to admit any liability, pay any amounts or take any action or refrain from taking any action (other than ceasing use of infringing materials). Trimble may participate in the defense of any Claim at its expense.

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

12. Region-Specific Terms - France. Solely for purposes of Customers who's billing address is in France, the following shall apply: Prohibited Data included any patient, medical or other protected health information regulated by the French Public Health Code and the GDPR; and Customer's grant of rights in Section 3.1 (Generally) shall be for so long as the Customer Data is protected by intellectual property law.

Addendum #4
Supplemental Terms for Support and Maintenance
Version 1.0 (Last Updated: April 3, 2023)

Capitalized terms not defined herein have the meanings given in the General Terms and the Software Terms.

1. Scope. Provided that Customer has paid the applicable fees, Trimble shall provide the Support described in these Support Terms during the Maintenance Term (as defined below). The “**Maintenance Term**” shall be: (a) for Support for SaaS or Licensed Software licensed for a limited term, the applicable Subscription Term, and (b) for Support for Licensed Software licensed on a perpetual basis, the term specified in the Order, or if not specified, for a period of one (1) year.

2. Support.

2.1 During the applicable Maintenance Term, Trimble shall use reasonable efforts to correct or provide a workaround for any reproducible programming error in the Software attributable to Trimble with a level of effort commensurate with the severity of the error, as reasonably determined by Trimble. Upon identification of any programming error, Customer shall promptly notify Trimble of such error and shall provide Trimble with enough information to reproduce the error, including a listing of output and any other data that Trimble may reasonably request in order to reproduce the error and operating conditions under which the error occurred or was discovered. Trimble shall not be responsible for correcting any errors not attributable to Trimble.

2.2 For certain Software, Trimble may provide additional or different support services or procedures as set forth in the applicable Documentation, support handbook, or other written documentation provided by Trimble, if any (collectively, the “**Additional Support Documentation**”). If there is any conflict between these Support Terms and such Additional Support Documentation with respect to the description of support services, requirements or procedures, the provisions of such Additional Support Documentation will prevail. Customer agrees and acknowledges that Trimble may use third parties to provide Support on its behalf. Customer expressly consents to Trimble permitting such third parties to access Customer’s information and data to perform the Support for Customer.

3. Licensed Software Updates and Upgrades. During the applicable Maintenance Term, Customer shall be entitled to receive all upgrades and updates to the Software that are publicly released by Trimble. The contents and timing of all upgrades and updates will be decided by Trimble in its sole discretion. Any such updates and upgrades will be deemed to be “Software” and licensed under the terms and conditions of the Agreement, including any applicable software end user terms or license agreement. Updates and upgrades exclude (a) new versions of the Software (e.g., a change to the left of the decimal in the version number [e.g., 1.x to 2.x] or otherwise designated by Trimble), and (b) any separate modules and other functionality for which Trimble charges a separate fee.

4. Limitations and Exceptions. The following matters are not covered (and Trimble will not have any obligations with respect to such matters) pursuant to these Support Terms:

- 4.1. Any Software for which applicable fees have not been paid;
- 4.2. Any problem resulting from the misuse, improper use, alteration, or damage of the Software;
- 4.2. Any problem resulting from improper or inadequate installation, maintenance, or storage of the Software;
- 4.3. Any problem caused by modifications of the Software not made or authorized by Trimble;
- 4.4. Any problem resulting from any hardware or software in either case not developed or supported by by Trimble, including, without limitation: any computers, tablets, disk drives, operating systems, network hardware or software, database, or any other hardware or third-party software;
- 4.5. Any problem resulting from the combination of the Software with other programming or equipment to the extent that such combination has not been approved by Trimble; and
- 4.6. Errors in any version of the Software other than the most recent release, provided that Trimble will continue to provide Support for superseded releases for a reasonable period (not to exceed ninety (90) days).

Support excludes on-site visits, installation and training, file conversion, optional products and services, directories, consulting services, shipping charges, or any recommended hardware.

5. Termination or Expiration. Support will automatically terminate with respect to any Software that is no longer licensed for use as a result of expiration or termination of the Agreement, or replacement of the applicable Software with new releases.

Additional Support Documentation

Version 1.1

1. **Generally.**

- 1.1. Trimble shall use the applicable level of effort to correct or provide a workaround for any reproducible error in the Offering attributable to Trimble commensurate with the severity of the error, as reasonably determined by Trimble in accordance with Section 3 (Severity Priority Levels) below.
- 1.2. For certain Offerings as set forth in Section 2 below, Trimble may provide a customer support portal (the “**Support Portal**”), which may allow Customer to submit support requests, report issues, view case histories, search the general knowledge database, and other features, as applicable. In the event of any conflicts between the terms set forth herein and any set forth in the applicable Supportal Portal, the terms herein shall govern.
- 1.3. For certain Offerings as set forth in Section 2 below, Trimble will provide support to Customer only by communication with the contacts designated by Customer in the Support Portal or otherwise as instructed by Trimble (each, a “**Authorized Support Contact**”). Customer may update Authorized Support Contact(s) from time to time as instructed by Trimble. Trimble may require the Authorized Support Contact(s) to have the relevant technical knowledge regarding the Offerings necessary to assist Trimble as needed.
- 1.4. Upon identification of any error that cannot be resolved by Customer as first line of support (e.g., via the Support Portal, its internal staff, etc.), then Customer (through its Authorized Support Contact(s)) shall promptly notify Trimble of such error and shall provide Trimble with enough information, assistance, and cooperation to reproduce the error, including a listing of output and any other data that Trimble may reasonably request in order to reproduce the error and operating conditions under which the error occurred or was discovered. Trimble shall not be responsible for correcting any errors not attributable to Trimble.

2. **Support Portals.** Support portals with information about reporting and general availability are described below.

Offering	Support Portal*	Authorized Support Contacts Only?***
Trimble Unity	https://assetlifecycle.trimble.com/en/learn/support	Yes

** Additional phone numbers and hours of availability for contacting Trimble with support requests may be listed in the Support Portal.*

*** For any Products that do not require an Authorized Support Contact, any Authorized User of Customer may contact support.*

3. **Severity Priority Levels.** As soon as reasonably practicable after Customer submits the relevant case information, Trimble will collect additional information and categorize the issue into one of four classifications as set forth below in good faith. Upon Customer submission of the case information, Trimble will use commercially reasonable efforts to issue a Response (as defined below) by the indicated target response goal set forth below. Once the priority level is determined, Trimble will use the level of effort for resolution described below.

Priority Level*	Priority Criteria	Target Response Goal**	Level of Effort for Resolution
P1	most urgent and impactful	½ hour	Trimble and Customer will prioritize any reasonably available resources to resolve the situation or identify a work around.
P2	urgent and impactful, but usually has an acceptable temporary workaround	½ hour	Trimble and Customer will prioritize any reasonably available resources during standard business hours to resolve the situation or identify a work around.
P3	important, but not urgent and impactful	4 hrs	Trimble and Customer will use generally available resources during standard business hours to resolve the situation or identify a work around.
P4	a low priority, informational, or an enhancement request	24 hrs	Trimble and Customer are willing to use generally available resources during standard business hours to provide information or assistance.

** See Priority Matrix and definitions below. The main factors in determining priority level are urgency and impact. Trimble will also consider in good faith any additional relevant facts and circumstances in consultation with Customer that may result in a mutually agreed upon change in priority level.*

**** The use of the term "hour(s)" refers to business hours based on Trimble's regular business schedule, and excludes nights, weekends and locally-observed holidays (e.g., 24 hrs equals 3 business days at 8 hrs a day). "Response" means acknowledgment of the issue via the creation of a case number. Determination of priority level will occur as soon as practicable thereafter.**

Priority matrix					
		Impact			
		Widespread	Large	Localized	Individualized
Urgency	Critical	P1	P1	P2	P2
	High	P1	P2	P2	P3
	Medium	P2	P3	P3	P3
	Low	P4	P4	P4	P4

Definitions		
Impact	Impact is a measure of the number of users, sites, or devices affected.	Widespread. More than three quarters of users or devices are affected.
		Large. (1) Multiple sites are affected or (2) between one-half and three-quarters of users or devices are affected.
		Localized. (1) A single site is affected or (2) less than one half of users or devices are affected.
		Individualized. A single or a small number of users or devices are affected.
Urgency	Urgency is a measure of the severity of the issue on the Customer's operations.	Critical. Use of Offering as a whole or core functionality is stopped with no work around and with severe immediate impact to the Customer's operations (e.g., outage).
		High. Use of Offering as a whole or core functionality is severely degraded or a work around is available, and with immediate impact to the Customer's operations.
		Medium. Use of Offering or any functionality is not working as expected, and can be addressed through education, training, work around, work order, or a future enhancement.
		Low. All other requests that are not the above.

4. Additional Limitations and Conditions.

- (a) Unless otherwise expressly provided by Trimble in writing, Trimble does not support: (i) use of the Offering in a manner other than as authorized in the Agreement; (ii) conversions of Customer's databases to accommodate new hardware or software, (iii) Customer Data debugging or manipulation, (iv) recurring support issues where Customer failed to initiate corrective actions previously recommended by Trimble or to provide information requested by Trimble, (v) implementation, report creation, onsite support, customizations (e.g., scripting

or integration), or assistance with server migrations are not included as part of Support, but such services but may be purchased separately, (vi) any Offering where Customer has failed to meet its obligations with respect to the Agreement, including, without limitation, as set forth below.

- (b) Customer must (i) require its personnel to obtain adequate training to operate the Offering, (ii) if required by Trimble for the particular Offering, designate Authorized Support Contacts who will submit all support cases to Trimble, (iii) provide internet and/or network access for Trimble when requesting support; and (iv) provide all information and assistance reasonably requested by Trimble related to the support request.
- (c) For Licensed Software not hosted by Trimble, Customer is responsible for (i) securing the server environment, local network, and system security and protocols, including having staff qualified to assume responsibility for management administration and support for Customer's hardware, database, and any Third-Party Materials, Dependencies, or Compatibilities, (ii) maintaining regular and frequent data backups, and recovering such data if necessary from backups maintained by Customer, (iii) establishing a secure method of access to Customer's network as well as maintaining security protocols for Customer's network; and (iv) incorporating Releases and any associated data migration.
- (d) If any Customer support request is subject to any of the foregoing, then Trimble reserves the right to impose support fees at its then standard commercial time and materials rates for all such services, including pre-approved travel and per diem expenses to be reimbursed consistent with Customer's policies. Trimble will notify Customer in advance of incurring any such fees.

Addendum #5

Supplemental Terms for Services

(Training, e-learning content, implementation, configuration, and other services)

Version 1.0 (Last Updated: April 3, 2023)

Capitalized terms not defined herein have the meanings given in the General Terms.

1. **Generally.** Trimble or its authorized service providers will use commercially reasonable efforts to provide Services to Customer as described in an Order or SOW. Any changes in scope must be made in writing and approved by authorized representatives of Customer and Trimble.
2. **Training and E-Learning.** For any Services consisting of delivery of training or e-learning (e.g., videos, manuals, etc.), any content made available by Trimble shall not be deemed a Deliverable (as defined below), notwithstanding anything in an Order or SOW to the contrary, and no Intellectual Property Rights therein are assigned or transferred to the Customer. Unless an Order or Documentation states otherwise, prepaid training and e-learning content will expire if not completed within six months from the effective date of the Order or SOW. Trimble reserves the right to reschedule training if it determines in good faith that attendance is not sufficient or the originally scheduled time or location are no longer feasible. If the Order states a date that Services must be completed by, such date is presented for illustrative purposes. The actual completion date for such Services will be provided on the invoice.
3. **Customer Materials.** Customer shall provide Trimble with reasonable access to Customer's technical data, computer programs, files, documentation, and/or other materials (collectively, "**Customer Materials**") and to Customer's resources, personnel, equipment, and facilities to the extent necessary for the performance of Services. Client will be responsible for, and assumes the risk of any problems resulting from the content, accuracy, completeness, competence, or consistency of Customer Materials or its personnel. To the extent that Customer does not timely provide the foregoing access required for Trimble to perform the Services, Trimble shall be excused from performance until such items or access are provided. Customer hereby grants Trimble a limited and revocable right to use the Customer Materials for the purpose of performing the Services. Customer owns and will retain ownership (including all intellectual property rights) in the Customer Materials.
4. **Customer Premises.** Customer shall provide Trimble with safe access to Customer's premises as reasonably required for Trimble to perform the Services, if onsite performance of Services is needed and agreed to by Customer. Trimble personnel shall comply with the reasonable written rules and regulations of Customer related to use of its premises, provided that such written rules and regulations are provided to Trimble prior to commencement of the Services.
5. **Customer Dependencies.** Customer is responsible for taking all actions identified or described in the Agreement which are a condition for Trimble to provide Services. Should Customer's failure to take such actions result in a delay of Trimble against a delivery schedule, or result in additional provable costs incurred by Trimble, Trimble shall not be considered to be delayed in its obligations, and Trimble shall be entitled to payment of such additional costs.
6. **Deliverables.** "**Deliverable(s)**" shall mean any Trimble deliverables as expressly set forth on a SOW or Order. Trimble hereby grants Customer a worldwide, royalty-free, non-exclusive license to use the Deliverables for its internal business purposes in connection with the Offerings associated with such Deliverables and only for the period of time that Customer has ownership or authorized use of such Offerings. Unless expressly stated otherwise in the applicable Order or SOW, Trimble owns and will retain ownership (including all intellectual property rights) in and to the Deliverables (excluding any Customer Materials) and any modifications, improvements, and derivative works thereof (including to the extent incorporating any Feedback). If the parties have agreed that Trimble will assign ownership of Deliverables to Customer, the relevant SOW must set forth the terms and conditions regarding such assignment.
7. **Limited Warranty.** Trimble will perform Services in a professional and workmanlike manner. If notified of a non-conformity within ten (10) days of delivery of the applicable Services, and if Customer provides a sufficiently detailed justification to Trimble to allow Trimble to identify the non-conforming Services, Trimble will, as its sole liability and obligation for failure to provide Services meeting this warranty, either (a) re-perform the non-conforming Services at no additional cost to Customer, or (b) issue a credit for any Services which Trimble identifies as non-conforming.
8. **Travel Expenses.** Trimble will invoice Customer for reasonable and pre-approved out-of-pocket travel expenses incurred in connection with performing Services. Expenses may be invoiced separately from fees and may include, but are not limited to, airfare and other transportation, lodging, and incidentals. Expenses may also include meals reimbursable per a flat per diem rate, available upon request.

- 9. Other Offerings.** These Services Terms only apply to Services, and not to any other Offerings, even if such other Offerings are referenced in an Order or SOW. For clarity, all such other Offerings shall not be considered a Deliverable hereunder, and the provision thereof shall be governed by one or more separate agreements between Trimble and Customer.
- 10. Non-Solicitation.** During the Term and for a period of 12 months thereafter, Customer, shall not, directly or indirectly, solicit, hire, engage, or attempt to do any of the foregoing, any person who was an employee or independent contractor of Trimble who provided Services to Customer, without Trimble's express prior written consent.

Addendum #6

Supplemental Terms for Hardware

Version 1.0 (Last Updated: April 3, 2023)

Capitalized terms not defined herein have the meanings given in the General Terms.

1. **Delivery.** Delivery times for Hardware are established when an Order is received and accepted by Trimble. Trimble will use commercially reasonable efforts to meet Customer's requested delivery dates, unless Customer is in default under the Agreement or Trimble's performance is otherwise excused (e.g., force majeure, etc.). Late delivery is not a basis for Customer's cancellation of any Order.

Title and risk of loss or damage to the Hardware will pass to Customer upon delivery to Trimble's shipping carrier.. Trimble will deliver any shipment FCA (Incoterms 2020) from its warehouse. Customer will pay or reimburse Trimble for all costs of carriage, freight, insurance (if applicable), taxes, duty and other related shipping charges. Trimble may fulfill its delivery obligations for Hardware through an Affiliate and/or authorized reseller. Trimble reserves the right to make partial deliveries.

2. **Acceptance, Inspection, Notice of Nonconformance.** All Hardware will be deemed accepted by Customer upon delivery to Trimble's shipping carrier, subject to Customer's right to inspect and reject damaged Hardware or Hardware that do not conform to the Order within 10 days of delivery. It is Customer's responsibility to give Trimble prompt written notice of identified damage or non-conformance to the Order. If Customer retains the Hardware without giving notice within the designated period, it will be deemed to waive its right of rejection. The foregoing will not, however, prejudice Customer's warranty remedies as described in the applicable Hardware Terms.
3. **Limited Warranty.** Unless the Hardware comes with a limited warranty that provides otherwise, Trimble warrants to Customer, and only to Customer, that the Hardware is designed and manufactured to conform in all material respects to Trimble's specifications and all parts are and will be free from defects in material and workmanship for a period of twelve (12) months from date of shipment. During the warranty period, Trimble's obligations in Section 7 (Sole Remedy; Warranty Procedure) are Customer's only and exclusive remedy for Hardware that Trimble reasonably determines does not meet the limited warranty, and is made subject to these Hardware Terms.
4. **Firmware.** Trimble hereby grants Customer a personal, non-exclusive, revocable, non-assignable right to access and use firmware solely as necessary to use the Hardware in accordance with the Documentation. During the limited warranty period, Customer will be entitled to receive such Fixes (as defined below) to the firmware that Trimble releases and makes commercially available and for which it does not charge separately, subject to the procedures for delivery to purchasers of Trimble products generally. Minor Updates (as defined below), Major Upgrades (as defined below), new products, or substantially new software releases, as identified by Trimble, are expressly excluded from this fix process and limited warranty. Receipt of software fixes will not serve to extend the limited warranty period. "Fix(es)" means an error correction or other update created to fix a previous software version that does not substantially conform to its Trimble specifications; "Minor Update" occurs when enhancements are made to current features in software; and "Major Upgrade" occurs when significant new features are added to software, or when a new product containing new features replaces the further development of a current product line. Trimble reserves the right to determine, in its sole discretion, what constitutes a Fix, Minor Update, Major Upgrade, new products, or substantially new software releases.
5. **Non-Trimble Manufactured Products.** Trimble will extend to Customer the manufacturer's warranty, if any, for all equipment and/or software products manufactured by another manufacturer and furnished by Trimble to Customer under such other manufacturer's brands. Customer acknowledges and agrees that Trimble shall not be responsible for separately warranting or supporting the equipment or software products of such other manufacturers.
6. **Warranty Exclusions.** The foregoing Hardware limited warranty will only apply in the event and to the extent that (a) the Hardware is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with the Documentation, and (b) the Hardware is not modified or misused. This limited warranty does not apply to, and Trimble shall not be responsible for defects or performance problems resulting from (i) the combination or use of the Hardware with hardware or software products, information, data, systems, interfaces or devices not made, supplied or specified by Trimble; (ii) the operation of the Hardware under any specification other than, or in addition to, the Documentation; (iii) the unauthorized installation, modification, repair or use of the Hardware; (iv) damage caused by accident, lightning or other electrical discharge, fresh or salt water immersion or spray (outside Hardware specifications), or exposure to environmental conditions for which the Hardware is not intended; (v) normal wear and tear on consumable parts (e.g., batteries) or (vi)

cosmetic damage. Trimble does not warrant or guarantee the results obtained through the use of the Hardware. **TRIMBLE MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO SERVICES, WHICH IF PROVIDED HEREUNDER ARE PROVIDED "AS-IS."**

7. **Sole Remedy; Warranty Procedure.** If the Hardware fails during the warranty period for reasons covered by this limited warranty and Customer notifies Trimble of such failure during the warranty period, Trimble will at its option repair or replace the nonconforming Hardware with new, equivalent to new, or reconditioned parts or Hardware or, if either of the foregoing is commercially impractical in Trimble's determination, refund the Hardware purchase price paid by Customer (excluding separate costs of installation, if any) upon Customer's return of the Hardware in accordance with Trimble's product return procedures then in effect. Any repaired or replaced Hardware will be warranted for a period of thirty (30) days or the remainder of the original warranty period, whichever is longer. Warranty service will be provided at a designated Trimble service center or by an authorized Trimble service provider. Except as otherwise agreed by the parties, Customer shall be responsible for all shipping charges to the designated Trimble service center or authorized Trimble service provider.
8. **Determination of Warranty Applicability:** Trimble reserves the right to refuse warranty services if the Hardware date of purchase cannot be proven, if a claim is made outside the warranty period or if a claim is excluded from the warranty pursuant to the Terms. Following Trimble's examination of Customer's claim, Trimble will notify Customer of warranty status and the repair cost of any out-of-warranty Hardware. At such time Customer must issue a valid purchase order to cover the cost of the non-warranted Hardware repair and return freight, or authorize return shipment of the Hardware at Customer's expense as-is.
9. **Non-responsibility for Lost Data.** Trimble shall not be responsible for any modification or damage to, or loss of any programs, data, or other information stored on any media or any part of any Hardware serviced by it or an authorized Trimble service provider, or for the consequence of such damage or loss, e.g., business loss in the event of system, program or data failure. It is Customer's responsibility, prior to servicing, to backup data and remove all features, parts, alterations, and attachments not covered by warranty prior to releasing the Hardware to Trimble. The Hardware will be returned to Customer configured as originally purchased.
10. **Return of Hardware:** All Hardware returns are subject to Trimble's prior written consent and must comply with its product return (RMA) procedures then in effect. Before returning or exchanging Hardware, Customer must contact Trimble directly to obtain an authorization number to include with the return. Customer must return Hardware to Trimble in their original or equivalent packaging, and Customer is responsible for risk of loss, as well as shipping fees back to Trimble. Hardware received but not eligible for return will be sent back to Customer freight collect. For approved returns, Customer will receive credit equal to the lesser of the Hardware invoice price or its current replacement value, less any applicable charges or fees.

Addendum #7

Supplemental Terms for U.S. Public Entities

Version 1.0 (Last Updated: October 7, 2023)

Capitalized terms not defined herein have the meanings given in the General Terms and the Software Terms.

1. **Scope.** To the extent Customer is a public or governmental entity, these Supplemental Terms provisions apply to the extent Customer is a public or governmental entity in the United States.
2. **Intellectual Property Indemnification by Trimble.** Trimble shall defend Customer from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Customer by a third party based upon Customer's use of the Offerings in accordance with the terms of this Agreement, and pay any resulting settlement or final judgment. If Customer's use of any of the Offerings are, or in Trimble's opinion are likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Trimble may, in its sole discretion: (a) substitute for the Offerings substantially functionally similar programs and documentation; (b) procure for Customer the right to continue using the Offerings; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer the fee paid by Customer as reduced to reflect a five year straight-line depreciation from the applicable purchase date. The foregoing indemnification obligation of Trimble will not apply: (1) if the Offerings are modified by any party other than Trimble; (2) if the Offerings are combined with other non-Trimble products, but solely to the extent that the alleged infringement is caused by such combination; (3) to any unauthorized use of the Offerings; (4) to any unsupported release of the Offerings; or (5) to any third-party code, content, and/or data contained in and/or delivered with the Offerings.
3. **Tax Exemption.** If Customer is a tax-exempt entity and provides evidence of a tax-exempt certificate prior to executing this Agreement, then Section 3.1 of the General Terms regarding Customer's responsibility to pay taxes shall be inapplicable.
4. **No Indemnification by Customer.** Section 8 (Indemnification) and the second to last sentence of Section 12.6 (Export Control) of the General Terms shall be inapplicable.
5. **Public Records Law.** Customer's confidentiality obligations in Section 9 (Confidentiality) of the General Terms may be subject to applicable public records law.
6. **Limited Publicity.** Provision (b) in Section 12.11 (Publicity) of the General Terms shall be inapplicable.
7. **Termination for Convenience.** Customer may terminate this Agreement for convenience on not less than sixty (60) days' written notice to Trimble. If Customer terminates this Agreement under this paragraph, all fees for the Term shall immediately become due and payable. All previously paid fees (both used and unused) shall be non-refundable and forfeited. Furthermore, all earned, but unpaid, fees for professional services, if any, must be paid in full before the termination becomes effective.
8. **Non-Appropriation of Funds.** The Customer's funds for future and ongoing purchases are contingent on the availability of future appropriations of funds. If funds are not appropriated for any payments due under this Agreement, the Customer will promptly notify Trimble in writing and the applicable Order will terminate as of the date of the notice in accordance with Section 7 (Termination for Convenience) above and the Customer will have no further obligation to make any payments with respect to the affected Order, provided however that the Customer shall pay for any goods or services ordered prior to the date of the Customer's notice.
9. **Piggyback.** Trimble does business with many government entities whose applicable laws permit them to join an existing contract between another governmental agency and vendor to acquire goods and services thereunder. In such circumstances and if allowable by applicable law and contract, Customer expressly agrees to allow the other governmental agencies to acquire goods and services using this Agreement ("Piggyback"), subject to applicable pricing of the Trimble offerings at the time of the piggyback purchase.
10. **Governing Law.** Notwithstanding Section 12.9 (Governing Law and Venue) of the General Terms, the Laws of the jurisdiction required by applicable law shall exclusively govern this Agreement.

Addendum #8
Service Level Agreement; Data Security, Restoration, and Accessibility
Version 2.0

1. Availability Service Level Agreement

For any Offering that is either (i) Software-as-a-Service or (ii) Licensed Software hosted by Trimble, the following will apply.

- 1.1. **Target Availability.** Trimble will use commercially reasonable efforts to make the Offering available with an uptime availability (time periods during which Customer has general connectivity to the Offering) (the "Target Availability") as follows:

Offering / Target Availability*

Trimble Unity Construct / 99.95%

Trimble Unity Maintain / 99.95%

Trimble Unity Permit / 99.95%

**Target Availability is generally for a calendar month; provided that Trimble Unity target availability will be calculated on a quarterly basis.*

- 1.2. **Exclusions.** The calculation of uptime will not include unavailability to the extent due to: (a) Customer's use of the Offering in a manner not authorized in the Agreement or Documentation, (b) general Internet problems, force majeure events or other factors outside of Trimble's reasonable control, including without limitation interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion, denial of service attack, (c) Customer's equipment, software, network connections or other infrastructure, (d) any acts or omissions of Customer or any third-party that is not a service provider of Trimble, (e) failure by Customer to pay any applicable fees under the Agreement, or (f) Scheduled Maintenance or emergency maintenance.
- 1.3. **Scheduled Maintenance.** "Scheduled Maintenance" means Trimble's scheduled, routine, or other maintenance which (1) occurs at such times as may be listed on Trimble's websites or Support Portal, or (2) Trimble notifies Customer with at least two (2) days advance notice, which can be via the Support Portal, e-mail, or in the Offering. Trimble reserves the right to schedule other maintenance periods on an as needed basis and will notify Customer in advance. Trimble will use commercially reasonable efforts to perform Scheduled Maintenance during low usage times.
- 1.4. **Service Credits.** If there is a verified failure of the Offering to meet Target Availability in a particular month and Customer makes a request for service credit within thirty (30) days after the end of such month, Customer will be entitled to a credit based on the monthly fees due for the affected Offering in such month ("Service Credit"). The Service Credit will be calculated as follows:

*Service Credit = Pro Rata Fee * percentage of time that the Offering did not meet the Target Availability*

The "Pro Rata Fee" means (1) for Target Availability measured monthly, one-twelfth of the total annual fee for the Offering (excluding taxes, etc.), and (2) for Target Availability measured quarterly, one-fourth of the total annual fee for the Offering (excluding taxes, etc). The Service Credit will be calculated to the nearest 30-minute interval. The total Service Credits in a month may not exceed 20% of the Monthly Fee.

Trimble will apply each Service Credit to Customer's next invoice, provided that Customer's account is fully paid up, without any outstanding payment issues or disputes. Customer will not receive any refunds for any unused Service Credits.

- 1.5. **Sole Remedy.** Service Credits constitute liquidated damages and are not a penalty. The Service Credits set forth in this Section are Customer's sole and exclusive remedy for any failure to meet the Target Availability.

2. Data Security, Restoration, and Accessibility

2.1. Software-as-a-Service.

- a) **General.** Trimble or its third-party hosting provider(s) shall use commercially reasonable efforts to establish and maintain reasonable administrative, physical, and technical safeguards designed to (a) protect the security, confidentiality, and integrity of Customer Data, (b) protect against anticipated threats or hazards to the security, confidentiality, and integrity of Customer Data; (c) protect against unauthorized access to or use of Customer Data; and (d) protect against unlawful processing, accidental destruction, or loss of Customer Data.
- b) **Data Backups.** Backup of all Customer Data hosted in the cloud will be continuous, immutable, and virtual. Trimble will maintain a recovery time objective (RTO) of 4 hours and a recovery point objective (RPO) of 15 minutes.
- c) **Data Restoration.** Trimble will use reasonable efforts to restore lost or damaged Customer Data for Offerings deployed as Software-as-a-Service, as described in this paragraph, if the loss or damage was caused by Trimble. Trimble will consult with Customer and provide information to Customer regarding the availability of backups and the potential limitations of data restoration. Customer understands that some data loss may result upon restoration based on the frequency and availability of backups. If Customer Data loss or damage is not caused by Trimble, Trimble will provide support and technical assistance for data restoration subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.
- d) **Data Location.** For customers located in the United States, all Customer Data will be hosted and stored within the continental

United States. For customers located in Canada, all Customer Data will be hosted and stored within Canada.

- e) Data Encryption. All Customer Data will be encrypted at rest and in transit utilizing government-certified Advanced Encryption Standard (AES) cipher algorithms with a 256-bit or better encryption key.
 - f) Disaster Recovery. Trimble will maintain a written Disaster Recovery Plan (DRP) as described in its then current SOC 2 Type II audit report for the applicable Offering.
- 2.2. SOC Compliance. Current versions of the Trimble Offering(s) referenced in the Order Form will be subject to an annual System and Organization Controls for service organizations ("SOC") 2 Type II audit based on Security, Availability, and Confidentiality Trust Services Criteria and will maintain compliance with those standards during the Term of this Agreement. The SOC 2 Type II audit will be conducted by a licensed Certified Public Accounting firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") Statement on Standards for Attestation Engagements No. 18. At Customer's request, Trimble will provide a copy of the then current SOC 2 Type II audit report annually. The audit report shall be treated as Confidential Information.
- 2.3. System Testing. Trimble will maintain sole responsibility for establishing, maintaining, testing, and executing all plans and procedures applicable to system backup, disaster recovery, system architecture and security (including without limitation monitoring, audits, vulnerability scans/remediation, and penetration tests), software development, maintenance release schedules, and update management.
- 2.4. Vulnerability Remediation. Trimble will conduct vulnerability scans of the then current version of each Trimble Offering on a monthly basis. Trimble will use best efforts to remediate identified vulnerabilities as follows:
- a. Critical (30 days)
 - b. High (60 days)
 - c. Medium & Low (commercially reasonable timeframe)
- Note: vulnerability severity ratings referenced above must follow the NIST scoring system (<https://nvd.nist.gov/vuln-metrics/cvss>).
- 2.5. Security Incident Notification. Trimble will provide notification of any security incidents affecting a customer's instance, including a data breach, within 72 hours of confirmation.
- 2.6. Accessibility. During the term of the Agreement, the Trimble Offering(s) referenced in the Order Form may be subject to accessibility audits based on WCAG 2.0 AA standards. Trimble's compliance with any accessibility standards will be limited to its then current Accessibility Conformance Report, which will be provided upon request.
- 2.7. On Premises Licensed Software. If the Order Form includes any licensed software Products deployed on-premises or through hosting services not provided by Trimble, Trimble does not provide regular support or technical assistance for the repair or restoration of lost or damaged Customer Data as part of support, regardless of the cause. Assistance for restoration may be available subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.

Addendum 9

Statement of Work

Cityworks to Trimble Unity Maintain Migration

This Statement of Work ("SOW") describes the professional services that Customer has engaged Trimble (collectively "Parties") to perform on behalf of Customer. This SOW is integrated into the attached Order that incorporates the terms and conditions of the applicable Agreement. In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of the Agreement shall govern, unless the SOW expressly identifies the term of the Agreement to be modified. This SOW may not be modified or amended except in writing signed by a duly authorized representative of each Party.

1. One-Time Implementation Services

Trimble to provide the following firm fixed price services under this SOW:

Phase & Deliverables	Scope	Comments
Migration		
Evaluation	Standard	Evaluation: The Customer's geodatabase and Cityworks database will be delivered to Trimble. Trimble will evaluate/verify the configuration in Cityworks Online and identify any changes needed to the configuration. Changes will be performed by the Customer under the direction of Trimble. The Customer is also responsible for publishing all map services to be consumed by Cityworks Online to ArcGIS Online, and for acquiring an organizational account for each Cityworks user.
Test / Training Environment Installation	Standard	Trimble will perform a remote installation of the Customer's upgraded Cityworks database and configure a site for training and testing on Cityworks Online. This site will also eventually be the production Cityworks Online site (refreshed with the Customer's current Cityworks data prior to go live).
Production Environment Installation	Standard	Trimble will perform a remote installation of the Customer's upgraded production Cityworks database.

2. Assumptions

The following responsibilities and assumptions are necessary for the successful completion of the scope of work found in this SOW. In the event that an item below does not occur in the manner or time-frame defined, Trimble may request to meet with the Customer and mutually agree upon an adjustment to the schedule, work activities and fees.

- The Customer will make best efforts to ensure the committed participation of all appropriate technical and user personnel throughout the project, including but not limited to periodic status reviews. Customer resources provided during the technical and functional sessions must be empowered to make decisions on project direction.
- The Trimble Professional Services team will work jointly with the Customer team to resolve all issues including those impacting the scope and timeline. Issues that may impact the progress and the schedule will be documented. If the issue is critical, Trimble will present the issue to the Customer in writing as quickly as possible. Once the issue is presented in writing the Customer is expected to respond within two (2) business days. If the issue cannot be resolved within two days, they will notify Trimble and arrange a meeting with all relevant personnel to resolve this issue. Failure to do so could impact the cost and schedule of the Trimble implementation project. Trimble may suspend the SaaS Services or terminate this SOW unless Customer signs a SOW providing for additional funding. For purposes of clarity, the delays covered by this Paragraph include only those for which Customer has discretion and control, and specifically excludes matters that are beyond Customer's discretion and control.
- All necessary content (data, text and graphics) will be provided to Trimble prior to the creative processes (if applicable).
- Unless specifically identified as deliverables within this document, Customer will enter any historical data from past projects to enable historical analysis.

- Unless specifically identified as deliverables within this document, data migration, system integrations or custom development of any kind is not included within the scope of the Trimble implementation project. These items can be included through the change management process if identified as required items.
- All change requests received and approved will be listed on a separate SOW. Each additional SOW must be signed and accepted prior to initiating additional work by Trimble.

Addendum #10

Statement of Work

Esri ArcGIS Indoors Configuration Services (Langan Engineering)

This Statement of Work ("SOW") describes the professional services that Customer has engaged Trimble (collectively "Parties") to perform on behalf of Customer. This SOW is integrated into the attached Order that incorporates the terms and conditions of the applicable Agreement. In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of the Agreement shall govern, unless the SOW expressly identifies the term of the Agreement to be modified. This SOW may not be modified or amended except in writing signed by a duly authorized representative of each Party.

Project Summary

Trimble's subcontractor, Langan Engineering and Environmental Services, LLC ("Langan"), will implement Esri's ArcGIS Indoors software and integrate it with the Charlotte County's ("Customer" or "County") Trimble Unity Maintain instance.

Langan will also provide building data collection and as-built floorplan generation services via conventional collection devices such as intelligent 360 cameras and/or LIDAR scanning equipment. Data collection and post-processed data deliverables will be compatible with the ArcGIS Indoor Information Model (AIIM).

Technical Specifications

Required County specifications for the implementation of ArcGIS Indoors and its integration with Trimble Unity Maintain are as follows:

- 1) Hosting Environment for ArcGIS Indoors: County IT Infrastructure and Servers (with ability to scale as needed). The Customer is responsible for modifying or configuring the hosting environment.
- 2) Software: Esri ArcGIS Enterprise ver. 11.3 (MS SQL Server 2019) and ArcGIS Online
 - a. County's ArcGIS Indoors instance is currently deployed with ArcGIS Enterprise ver. 11.1. The County is responsible for upgrading to version 11.3 prior to the commencement of this project.
- 3) Data Automation in Use: Esri Data Interoperability, ArcGIS Geoprocessing, & Python Scripting
- 4) Spatial Reference Required: NAD 1983 State Plane Florida West FIPS 0902 (US Feet), WKID: 2237
- 5) Level of Detail (LOD) expectations: LOD 200 for digital as-built floorplans to be migrated to ArcGIS

General Assumptions

General

- Unless otherwise specified, Langan staff will perform all work remotely.
- The County's staff will be available to assist, participate, and provide feedback for tasks Langan is asked to complete.
- The County Subject Matter Experts (SMEs) will be available to address questions encountered during the project; SME's will respond in a timely manner as to not impact the project schedule.

Access and Licensing

- The County will have all necessary technology environments and software licensing in place, supported, and adequate for this project, the target version, and number of expected users.
 - o ArcGIS Enterprise, Portal, and/or ArcGIS Online have been procured at the required licensing level for this project.
 - o If required, all required ArcGIS extensions for specific capabilities (e.g., ArcGIS Indoors and Network Analyst) have been purchased and are available for use by Langan staff.
 - o The version of ArcGIS Desktop products to be used for all data and mapping services provided by Langan will be ArcGIS Pro version 3.x. or more recent.
- The County will provide adequate and timely access to necessary enterprise systems, which may include servers, databases, platforms, and/or applications.

Environments

- All applicable computing environments (internal-, cloud-, or hybrid-hosted) are available and accessible to Langan.
- No modifications will be required for any environments in order to achieve the Scope of Services stated herein.
- Computing memory in the target environment(s) is adequate for the project.
- If backups are needed for servers, databases, or other systems, the County is responsible for taking those backups and restoring them if a contingency plan is enacted.
- Unless otherwise stated herein, all necessary system architecture is in place following industry best practices to support the project.

Other Technical Assumptions

- Web client will be targeted for all browsers with versions n-1; where n is the latest browser version at date of release. Supported browsers are Chrome, Edge, Firefox and Safari.

- Langan will make no code changes in relation to Extract, Translate, and Load (ETL) routines unless specified in the Scope of Services herein.
- Langan will make no functional code changes to any third-party applications integrated or interfaced with the ArcGIS platform.

Requirements and Specifications

- Any changes to the Scope of Services must be agreed upon by both the County, Trimble, and Langan and included in a written amendment.
- Any changes to the Scope of Services that impact budget, schedule, and/or staff resources will require a signed Change Order.
- Data, datasets, requirement specifications, source files, and any other document or file required to complete the Scope of Services will be finalized and delivered to Langan per the agreed-upon schedule.
- Requirements will be locked after the first week of project execution. Changes to the approved requirements after the first week of project execution may require a signed Change Order.

Testing

- The County will be responsible for final testing and for testing approval for changes made in each applicable environment.
- County staff resources will be available to test and validate the changes in each implemented environment per the agreed-upon schedule.

Data

- Unless otherwise specified in the Scope of Services, all data related to this project is adequate, available, and ready for use without conversion, cleansing, or other modification. This includes any development/test environments that may be used.
- If applicable, the County will provide any required CAD DWG files for GIS data conversion and will complete any required DWG file updates unless otherwise specified in the Scope of Services.
- Langan will perform industry standard best practice QA/QC checks on all data deliverables.

Scope of Services

Task 1 – Building Facility Portfolio Data Collection, Processing, & Related Requirements

Langan understands that the total gross square footage (GSF) for the County buildings to be included in this project is approximately 2.1 million (+/- 10K) GSF. See Attachment A for the list of buildings to be scanned then accounted for in ArcGIS per the specific requirements stated herein. Langan staff will provide the following services in Task 1:

1. In cases where current digital floorplans in CAD .DWG or BIM, RVT formats have been provided, Langan staff will work with County staff to make any necessary updates to ensure the County's floorplan files are well-formed and compliant with AIIM and ArcGIS Indoors data migration tools.
2. In cases where no digital floorplans are provided, the Langan team will scan those buildings utilizing intelligent or oriented 360 cameras and/or LiDAR scanning data collection devices understanding the LOD for digital floorplan and ArcGIS Indoors data layers shall be LOD 200. Scans will be georeferenced to obtain absolute and relative accuracies of 0.2 feet (horizontal) and 0.5 feet (vertical) or better. Langan will scan building floors, the building perimeter at ground level, and safely accessible rooftops unless otherwise specified by the County. Building scanning shall be completed during mutually agreed upon day/times understanding the County's preference for the business work week or Monday – Friday, and between the hours of 6am and 7pm. Building scanning will include intelligent or oriented 360 imagery data collection. 360 imagery will be collected at the same time the buildings are scanned. Post-processed imagery will be integrated and made accessible from ArcGIS Indoors configurable map and/or feature services and web application(s) for quick reference from selected building room spaces or AIIM "units" and assets or AIIM point-of-interest (POIs). If applicable, the ArcGIS Indoors oriented imagery layer will be used to harmonize 360 imagery regardless of device.
 - a. While Langan performs the requisite scanning services using its in-house survey team, it may subcontract the services to its preferred scanning firm, Map I.T. LLC (an Esri Business Partner), to perform the scanning services.
 - b. Scanning equipment to be utilized will be the GPS/GNSS-enabled GeoCam intelligent 360 camera (www.geocam.xyz) and/or a Navvis MLX LiDAR scanner (www.navvis.com/mlx). The Langan team will choose the most appropriate scanner to use for specific buildings based on the nature of the space and type of assets to be extracted to the AIIM Geodatabase (e.g., the water, wastewater

treatment plants).

3. Langan will utilize the building scan imagery and/or LIDAR point cloud to create LOD 200 digital as-built floor plans in AutoDesk CAD .DWG file format that are compatible or well-formed for migration to the Esri AIIIM formatted Geodatabase. Langan will follow technical specifications provided herein to include the capture of x, y, and z coordinates for the buildings.
 - a. Optional pricing for re-scanning County buildings on an annual or as-needed basis to reflect any changes to building floorplan configurations due to major renovations or changes in space alignment are provided in the fee section below.
4. Langan understands that the building room spaces or AIIIM units must follow a consistent room name and number standard (or convention) provided by the County. Langan will verify existing building room space names and/or numbers during onsite building scanning. Langan will also verify the presence/location of key major building system assets at a unit level of detail. Assets or AIIIM POIs shall be represented as point features. Langan will work with the County to identify and collect data for the County's list of assets already maintained in its Trimble Unity Maintain instance. The number of unique asset types / POI data layers shall not exceed 20. These assets will be located and accounted for in the ArcGIS Geodatabase as POI data layers or feature classes. Examples of asset types the County may choose to include are AED's, First Aid Kits, Knox Boxes, Security Cameras, Access Control points or readers, HVAC units, VAV boxes, Backflow valves, etc. Building ingress and egress openings and doors will also be properly modeled, rendered, and accounted for following AIIIM requirements.

Please note that the Langan team will work with the County and Trimble to verify associations for requisite ArcGIS feature class ID's for building units and POI's with building rooms and assets in Trimble Unity Maintain.

5. Langan will provide the County with focused training on data automation tools for maintaining CAD .DWG floorplans in an AIIIM compliant format. Based on the County's preference, Langan will also provide training on the use of ArcGIS Pro, ArcGIS for AutoCAD and/or Esri's Floorplan Editor web application as part of a regular floorplan updating business process.
6. In support of future routing/wayfinding and best path analysis tools, Langan will produce the building network for each individual building in Attachment A utilizing the requisite ArcGIS Pro Indoors Network Dataset creation tools. It is expected that final ArcGIS Geodatabase deliverables will include the building network datasets.
7. Langan will provide data governance recommendations for the ongoing maintenance of digital building data collection, integration, and automation for use with the County's ArcGIS and Trimble Unity Maintain instances.
8. Langan will make recommendations for tools and methods as well as provide focused training for the ongoing maintenance of building floorplans (e.g., the use of ArcGIS Pro, the Esri Floorplan Editor and/or ArcGIS for AutoCAD with the Indoors Data Reviewer). Recommendations will include options for partially automating the process of migrating digital as-built floorplans into the ArcGIS Geodatabase, publishing of those map and/or features services utilizing the floorplan data layers and making them accessible to Trimble Unity Maintain.

Task 1 Assumptions

1. The County will have facilities staff present to assist with access to all building areas to be scanned. If assets to be scanned are in ceilings concealed by drop-ceiling tiles, the County will be responsible for removing them prior to the time of scanning. Assets located in ceiling space will be scanned from ground level only. Rooftops containing assets will be scanned only if safely accessible based on Langan team discretion.
2. Any delays experienced in access to facilities or other factors outside the control of Langan may require additional fees. Langan charges \$2,500/day for additional days required as a result of the foregoing.

3. The County shall provide a list of known building rooms with all known room name/number and asset inventory information at least five (5) business days prior to onsite data collection. If available, the County shall provide building floorplans in best available format as they can be utilized for pre-planning scanning routes prior to coming onsite.
4. Langan will validate the asset type and its location information based on what our team can visibly see without physically opening any part of the asset. Langan will work with the County and Trimble to utilize the County's Trimble Unity Maintain instance to streamline onsite asset inventory activities.
5. The Langan team shall not be responsible for validating POI or asset attributes values beyond location and 360 imagery information.
6. The Langan team will work with the County to determine the list of buildings for which ArcGIS building network datasets will be created. It is assumed that these datasets will not be created for small, single room buildings (e.g., pump houses).

Task 1 Deliverables

The following deliverables will be provided with Task 1. The County shall verify and provide digital written acceptance of Task 1 deliverables prior to the Langan performing Task 2 activities.

1. Digital floorplan drawings for each building level, which will include those requirements described herein as well as the following structural features:
 - a. Walls (two lines to represent thickness), doors (with swings), vertical penetrations, room polygons, room numbers, and room types.
 - b. Delivered as a georeferenced CAD .DWG files.
2. ArcGIS Indoors or AIIM data model formatted floorplans with the same LOD detail as the CAD floorplan .DWG files.
 - a. Delivered in a file-based ArcGIS Geodatabase and/or ArcGIS Pro package.
3. ArcGIS Indoors or AIIM data model formatted POI or asset feature classes for the 20 asset types. Includes room centroid POI's used for building network dataset creation.
 - a. Delivered in a file-based ArcGIS Geodatabase and/or ArcGIS Pro package.
4. Intelligent 360 imagery will be added to and delivered with the AIIM formatted ArcGIS Geodatabase feature classes in the manner describe herein.
5. One (1) remote, online up to 4-hour training class for County staff focused on data maintenance as described herein.
6. Written recommendations will be provided for Task 1 items 7 and 8 as described herein in MS Word, PDF, and/or MS PowerPoint formats.

Task 2 – Confirm Business Use Cases & Configure Applications

Utilizing Esri's ArcGIS Enterprise Portal, AGOL, and/or ArcGIS Indoors Maps web and mobile application options (e.g., ArcGIS Indoors Maps Viewer, Dashboards, Experience Builder, and Field Maps), Langan staff will configure ArcGIS data layers, web services (map and feature), and applications in support of the following facility and indoor GIS business use cases and capabilities. Please note that AGOL will only be used for pulling in basemap or reference data layers.

1. Langan staff will work with the County and Trimble teams to publish ArcGIS map and feature services compliant with the Trimble Unity Maintain ArcGIS Indoors Floor Switcher Custom Map Tool or more recent Unity Maintain web service/API interoperability options that may have become available since the aforementioned tool was released for public use.
 - a. Once implemented, Langan will demonstrate the ability to search for and locate assets and work orders. This will include the specific floor and room they occur in as noted from within the Trimble Unity Maintain application environment.
2. Facility operations - Langan will configure up to three (3) out-of-the-box (OOTB) Esri indoors GIS applications that provide the ability to search, query, filter, and find buildings room spaces, assets, and work orders based

on “type/status/condition” attributes then thematically render and present the results or selected set to the end-user.

- a. Langan will make recommendations for tracking asset replacement and visualizing on map apps. This includes both stand-alone ArcGIS and within Trimble Unity Maintain. Additionally, this will include best practice processes for updating associated asset/POI feature attribute links to images and documentation like operations manuals.
 - b. At least one (1) of the configured applications shall be an ArcGIS Field Maps or Trimble Unity Maintain equivalent mobile application configured for updating room space and asset/POI attributes in the field via a connected or disconnected environment.
3. Pre-planning work order fulfillment via OOTB 3D visualization option for indoor GIS buildings will be configured and enabled by Langan staff.
 - a. Buildings listed in Attachment A will be 3D enabled (2.5D block models of buildings, floors, and units). Requisite AIIM data layers, and map and feature services will be supported by ArcGIS OOTB 2D/3D visualization switcher tool.
 4. Safety/security operations application – Langan will configure one (1) Indoors GIS application focused on safety and security assets providing the end-users tools to quickly search, query, filter, and find room spaces and assets attributes then thematically render and present the results or selected set to the end-user. The configured app may include the configuration of OOTB dashboard widgets for interactive visualization of attribute records based on map zoom extents and/or the selected set of search/query results.
 5. Emergency management explorer map application – Langan will provide one (1) critical incident mapping application that allows the end-user to see existing incidents by type within the immediate environs of a County building based on best-available public web services. The application will provide risk/emergency managers and first responders the ability to add incidents to the map at the building and building room space levels and provide incident type via a pick list (a Geodatabase domain) ease of editing and data integrity management. Published map services will include a reference grid data layer set at dimensions to be provided by the County.
 6. Building space planning and assignment explorer app – Langan will configure one (1) Indoors GIS application focused on space planning that provides the end- users the ability to quickly search, query, filter, and find room spaces by available attributes such as room space or unit type/assignment/allocation/occupancy then thematically render and present the results or selected set to the end-user. The configured app may include the configuration of OOTB dashboard widgets for interactive visualization of attribute records based on map zoom extents and/or the selected set of search/query results.
 7. Lease reporting, assignment, and charge backs map viewer – Langan will configure one (1) Indoors GIS application focused on leased building space providing similar application capabilities to item 6 above.
 8. Capital projects map viewer – Langan will configure one (1) map application of project locations (point feature class) that can visualize and search, query, filter, and find the location of projects within buildings and room spaces or units. May include the configuration of OOTB dashboard widgets for interactive visualization of attribute records based on map zoom extents and/or the selected set of search/query results.
 9. Utilizing the building room/unit POI centroids and other requisite data and ArcGIS Indoors tools, Langan will generate the building network datasets for future County use with ArcGIS routing/wayfinding tools.

Task 2 Assumptions

1. While the Langan team may assist, the County shall be responsible for publishing ArcGIS data layers, map/feature services, and applications defined herein in its ArcGIS Enterprise environment(s).
2. Langan will utilize those off-the-shelf, configurable, integration options (e.g., database, web services, and API)

and best practice documentation described herein and/or those made available by both Trimble and Esri to achieve system interoperability. For the purposes of this project, this task does not include custom-coding of ArcGIS or CityWorks integration widgets, tools, or extensions. While Langan can provide custom coding, these services will be discussed with the County prior to being performed and will require a change order to the project.

3. Following the configuration of the ArcGIS web and/or mobile mapping applications defined here, Langan staff will test the applications with designated County staff to verify that the desired application capabilities are functionally performing. The County shall provide digital written acceptance via email for each application defined herein. Upon acceptance, Langan staff will work with County staff to assist go-live deployment of the applications in its hosting environment for County-designated end-user community staff.

Task 2 Deliverables

Utilizing Task 1 deliverables, the following deliverables will be provided with Task 2. The County shall verify and provide digital written acceptance of Task 2 deliverables per stated requirements herein.

- 1) Business use case definitions and published map and features services in support of the configured ArcGIS web and mobile applications and their integration with Trimble Unity Maintain.
 - a. Tested and functional ArcGIS integration with Trimble Unity Maintain in manner described herein.
- 2) Up to a total of eight (8) configured ArcGIS web and mobile applications based on the requirements stated herein.
- 3) Building network datasets in AIIIM-compliant Geodatabase via a file-based Geodatabase.

Task 3 – Sustainment, Training, & Support

Langan will provide indoor GIS sustainment, training, and technical support services for a period of one-year following project completion and final delivery. Total time allocation will not exceed 120 hours unless increased via change order to the current project. Langan services that may be provided include:

1. At least one up to 2-hour remote, online training class for up to 15 County end- users – this training will walk through the capabilities and common patterns of use of the ArcGIS and Trimble Unity Maintain applications configured for County staff.
2. One-pager job aides on use of specific ArcGIS and Unity Maintain applications (as requested by the County)
3. ArcGIS Indoors and integrated Unity Maintain enterprise solution administration and support
4. Continued digital as-built floorplan update training per items 5 and 7 in Task 1.
5. Technical support for the County via a County-assigned point-of-contact or POC via email request. Langan will acknowledge County requests within 24 hours or receipt.
6. Ongoing discovery, planning, and roadmap activities based on feedback and evolving goals of the County's IT/GIS and Asset Management departments.

Schedule

The scope of services will be completed in a timeframe mutually agreed upon between the County, Trimble, and Langan.

APPENDIX A – Charlotte County List of Buildings & Facilities

SITE DESCRIPTION	SITE TYPE PROPERTY	ADDRESS	SQ FT
Charlotte County Jail	Jail	26601 Airport Road, PG 33982	34067 ₃
Justice Center	Justice Center	350 East Marion Avenue, PC 33951	20723 ₈
Administration Campus	Building A	18500 Murdock Circle, PC 33948	94194
Loveland Campus	Health Department	1100 Loveland Boulevard, PC 33980	47500
Charlotte County Events Center	Events Center	75 Taylor Street, PG 33950	47443
Charlotte Sports Park	Major League Clubhouse	2300 El Jobean Road, PC 33948	42562
Mid County Regional Library	Mid County Regional Library	2050 Forest Nelson Boulevard, PC 33948	40220
Centennial Park	Recreational Center	1120 Centennial Boulevard, PC 33953	39965
Administration Campus	Building B	18500 Murdock Circle, PC 33948	35000
Public Safety Complex	Public Safety Emergency Operations Center	26571 Airport Road, PG 33982	28970
Harold Avenue Regional Park	Recreation Center / Gymnasium / Office	23400 Harold Avenue, PC 33952	26560
East Port Environmental Campus	Field Operations Building B	25550 Harborview Road, PC 33980	26330
Charlotte Sports Park	Stadium	2300 El Jobean Road, PC 33948	25982
Fleet	Fleet Management	18000 Paulson Drive, PC 33954	25011
Administration Campus	E. Jay Carlson	18400 Murdock Circle, PC 33948	24476
Ann and Chuck Dever Regional Park	Recreation Center	6961 San Casa Drive, Englewood 34224	23000
Public Safety Complex	Emergency Vehicle Maintenance Building	26581 Airport Road, PG 33982	22080
CCSO District 3	Evidence and Impound	3110 Loveland Blvd, PC 33980	21475
South County Annex	Main Building	410 Taylor Street, PG 33950	20800
Punta Gorda Charlotte Library	Punta Gorda Charlotte Library	401 Shreve Street, PG 33950	20218
Mac V. Horton West County Complex	County Annex	6868 San Casa Drive, Englewood 34224	19000
Family Services Center 1	Family Services Center 1	21500 Gibraltar Avenue, PC 33952	17410
Historic Courthouse	Historic Courthouse/Office Building	226 Taylor Street, PG 33950	16687
South County Regional Park	Recreation Center	670 Cooper Street, PG 33950	16542
Airport Road Annex	CCSO Firing Range/Garage	25500 Airport Road, PG 33950	15526
Tringali Park	Englewood Library	3460 North Access Road, Englewood 34224	14113
CCSO District 3	Administration	3110 Loveland Blvd, PC 33980	13896
Tringali Park	Recreation Center	3460 North Access Road, Englewood 34224	13560
Charlotte County Jail	Work Release	26601 Airport Road, PG 33982	13406
Port Charlotte Library	Port Charlotte Library	2280 Aaron Street, PC 33952	12556

Loveland Campus	Human Services & Bob Pryor Employee Health Center	1050 Loveland Boulevard, PC 33980	12500
Grace Street Annex	Grace Street Annex	514 East Grace Street, PG 33950	12440
CCSO District 1	District 1	11051 Wilmington Blvd, Englewood 34224	11579
Charlotte Sports Park	Building A	2300 El Jobean Road, PC 33948	11304
Fire Station 12	Fire Station 12	2001 Luther Road, PG 33983	10750
East Port WRF	Operations Building - new	3100 Loveland Blvd, PC 33980	10275
Charlotte County Jail	Infirmery	26601 Airport Road, PG 33982	10268
Charlotte Sports Park	Building B	2300 El Jobean Road, PC 33948	10136
Records Center	Clerk of Court Storage	1544 Market Circle, Bldg B, # 8, PC 33953	9633
Fire Station 5	Fire Station 5	15200 Burnt Store Road, PG 33955	9232
West Port Water Facility	Headworks/Aerators (9147 SF)	15005 Cattle Dock Point Road, PC 33981	9147
Fire Station 1	Fire Station 1	3631 Tamiami Trail, PC 33952	8408
Public Works Maintenance and Operations	Operations	7000 Florida Street, PG 33950	8160
The Riazul H. Imami Medical Examiner's Office	Medical Examiner Building	18130 Paulson Drive, PC 33954	7581
Fire Station 7	Fire Station 7	27437 Mooney Avenue, PG 33982	7013
West County Mini Transfer Station	Reuse Resale Warehouse	7070 Environmental Way, PC 33981	7001
Centennial Park	Aquatic Center	1120 Centennial Boulevard, PC 33953	6431
Carmalita Park	Horse Arena/Stockade/Storage Building	7105 Florida Street, PG 33950	6388
C.A.R.E.	Residential Center	1501 Cooper Street, PG 33950	6346
Fire Station 15	Fire Station 15	13150 Eisenhower Drive, PC 33953	6152
Fire Station 16	Fire Station 16	29400 Palm Shores Blvd, Punta Gorda 33982	6152
Fire Station 8	Fire Station 8	21500 Clinton Avenue, PC 33954	6152
Fire Station 75	Fire Station 75	6350 Vermillion Street, Englewood 34224	6100
Fire Station 10	Fire Station 10	71 Gasparilla Way, Placida 33946	6088
Charlotte County Jail	Video Visitation	26601 Airport Road, PG 33982	6083
Airport Road Annex	CCSO Range Support Building	25500 Airport Road, PG 33950	6007
Burnt Store Water Facility	Reverse Osmosis / Laboratory	17430 Burnt Store Road, PG 33955	6000
Transit Authority	Transit Authority	545 Theresa Blvd, PC 33954	5885
Mid County Recycling Center	Recycling Office Building and Drop Off Center	19675 Kenilworth Blvd, PC 33954	5720
Fire Station 6	Fire Station 6	27287 Disston Avenue, PG 33982	5551
Tringali Park	Community Center	3460 North Access Road, Englewood 34224	5538

Franz Ross Park	Restroom and Concession Building	19355 Quesada Avenue, PC 33948	5328
Burnt Store Water Facility	Operations	17430 Burnt Store Road, PG 33955	5200
Ann and Chuck Dever Regional Park	Pool Building	7001 San Casa Drive, Englewood 34224	5112
Public Works JB Yard Office	Public Works JB Yard	18181 Sinatra Ave, PC 33954	4988
Fire Station 11	Fire Station 11	27055 Rushmore Avenue, PG 33983	4896
Harbour Heights Mealsite	Rebecca Neal Owens Meal Center	27420 Voyager Drive, Punta Gorda	4667
Fire Station 3	Fire Station 3	4327 El Jobean Road, PC 33927	4600
Charlotte County Jail	Maintenance	26601 Airport Road, PG 33982	4386
Administration Campus	Facilities Construction and Maintenance Bldg D	3100sky Murdock Circle, PC 33948	4345
Fire Station 14	Fire Station 14	9495 Placida Road, Placida 34224	4130
Fire Station 13	Fire Station 13	6868 San Casa Drive, Englewood 34224	4078
Fire Station 4	Fire Station 4	13600 Marathon Boulevard, PC 33981	3990
Tringali Park	Arts and Crafts	3460 North Access Road, Englewood 34224	3968
Ann and Chuck Dever Regional Park	Football Concession/Restrooms	6791 San Casa Drive, Englewood 34224	3925
Cedar Point Environmental Park	Conference Center	2300 Placida Road, Englewood 34224	3772
South Punta Gorda Heights Civic Center	Civic Center Activity Building	11200 First Avenue, PG 33955	3704
Carmalita Park	Football Concession/Restrooms	2610 Carmalita Street, PG 33950	3609
Charlotte County Jail	Training and Armory	26601 Airport Road, PG 33982	3608
Administration Campus	Chiller Building	18500 Murdock Circle, PC 33948	3536
East Port WRF	Generator Room / MCC South West	3100 Loveland Blvd, PC 33980	3280
Charlotte Sports Park	Homestand & Kid's Clubhouse Concession	2300 El Jobean Road, PC 33948	3274
Public Works Maintenance and Operations	Sign Shop Metal	7000 Florida Street, PG 33950	3200
Zemel Road Landfill	Maintenance	29751 Zemel Road, PG 33955	2894
Charlotte Sports Park	Ticket Sales & First Aid - Stadium	2300 El Jobean Road, PC 33948	2876
Charlotte Sports Park	Groundskeeping Maintenance Building C	2300 El Jobean Road, PC 33948	2748
Public Works San Casa	Operations	6878 San Casa Drive, Englewood 34224	2718
Gulf Cove Water Booster Station 3	High Service Pump House	12050 Van Lenten Boulevard, PC 33981	2652
Charlotte Sports Park	Hot Corner Grill	2300 El Jobean Road, PC 33948	2584
West Port Water Facility	Operations	15005 Cattle Dock Point Road, PC 33981	2520
Zemel Road Landfill	Operations Office	29751 Zemel Road, PG 33955	2479
Rotonda Water Facility	Operations/Lab/Electrical Building	3740 Kendall Road, Rotonda West 33947	

Five Lands Water Booster Station	Pump House	6515 Gasparilla Pines Blvd, Englewood 34224	2294
Burnt Store Water Facility	Motor Control Center - Water / Maint. Bay	17430 Burnt Store Road, PG 33955	2220
Centennial Park	Office	16465 Franklin Avenue, PC 33953	2213
Walenda Utility Complex	Pump Building	17180 Walenda Avenue, PC 33953	2204
Grace Street Annex Offices	Grace Street Annex Offices	512 East Grace Street, PG 33950	2200
South County Regional Park	Diving Well Locker Room	670 Cooper Street, PG 33950	2163
Public Works San Casa	Maintenance and Operations	6878 San Casa Drive, Englewood 34224	1980
Englewood Beach	Restroom and Storage	2000 North Beach Road, Englewood 34223	1976
Public Works Maintenance and Operations	Sign Shop	7000 Florida Street, PG 33950	1800
Public Works Maintenance and Operations	Lighting District Administration	7000 Florida Street, PG 33950	1800
Public Works Maintenance and Operations	Lighting District Tech	7000 Florida Street, PG 33950	1800
Harold Avenue Regional Park	Concession & Restroom 1	23400 Harold Avenue, PC 33952	1711
Harold Avenue Regional Park	Concession & Restroom 2	23400 Harold Avenue, PC 33952	1711
Gleneagle Water Booster Station	Office/Lab/High Service Pump Station	22339 Gleneagles Terrace, PC 33952	1629
East Port WRF	Blower/Electrical Building	3100 Loveland Blvd, PC 33980	1620
Public Works Maintenance and Operations	Fuel Storage	7000 Florida Street, PG 33950	1584
GC Herring Park	Restroom	3440 Indiana Road, Rontonda West 33947	1564
Englewood East Park	Restroom Building	11120 Sunnydale Avenue, Englewood 34224	1560
Administration Campus	Octagon	18500 Murdock Circle, PC 33948	1525
Centennial Park	Baseball Concession/Restroom	1185 Centennial Boulevard, PC 33953	1444
Water Booster Station 6	Pump House	46 Parade Circle, Rotonda West 33947	1364
Centennial Park	Soccer Concession	1185 Centennial Boulevard, PC 33953	1362
South County Regional Park	Baseball Restroom/Concession	670 Cooper Street, PG 33950	1303
South County Annex	Maintenance Building	410 Taylor Street, PG 33950	1240
Community Services Maintenance Yard	Office	7100 Florida Street, PG 33950	1200
Public Works Maintenance and Operations	Office/Shop	7000 Florida Street, PG 33950	1200
South County Regional Park	Maintenance Building	670 Cooper Street, PG 33950	1200
Carmalita Park	Skate Park Restrooms and Pro Shop	2605 Carmalita Street, PG 33950	1053
Carmalita Park	BMX Concession/Restrooms	2605 Carmalita Street, PG 33950	1050
Ann and Chuck Dever Regional Park	Score Tower	6791 San Casa Drive, Englewood 34224	990
Maracaibo Kidspace Park	Restroom/Concession Building	1505 Maracaibo Street, PC 33980	968

Centennial Park	Soccer Restroom	1185 Centennial Boulevard, PC 33953	912
East Port WRF	MCC South East	3100 Loveland Blvd, PC 33980	900
West Port Water Facility	Blower/Electric Building	15005 Cattle Dock Point Road, PC 33981	888
Carmalita Park	Softball Concession Building	6905 Florida Street, PG 33950	887
South County Regional Park	Soccer Concession	670 Cooper Street, PG 33950	887
South County Regional Park	Soccer Restroom	670 Cooper Street, PG 33950	874
Bayshore Live Oak Park	Restroom 1	23157 Bayshore Road, PC 33980	864
Port Charlotte Beach Park	Sailing Center Workshop	4500 Harbor Boulevard, PC 33952	796
Public Works Maintenance and Operations	Asset Management	7000 Florida Street, PG 33950	750
Ann and Chuck Dever Regional Park	Playground Restrooms	6791 San Casa Drive, Englewood 34224	742
McGuire Park	Restroom and Storage Area	21125 McGuire Ave, PC 33952	730
Cedar Point Environmental Park	Cookie House	2300 Placida Road, Englewood 34224	720
East Port WRF	Generator Switch Gear Building	3100 Loveland Blvd, PC 33980	720
Carmalita Park	Softball Restrooms	6905 Florida Street, PG 33950	671
Harbour Heights Park	Restroom	27420 Voyager Drive, Punta Gorda	664
Higgs Park	Restroom	21400 Higgs Drive, PC 33952	640
South County Regional Park	Playground Restroom	670 Cooper Street, PG 33950	637
Rotonda Water Facility	MCC 1	3740 Kendall Road, Rotonda West 33947	627
Rotonda Community Park	Restroom	100 Rotonda Boulevard East, Rotonda West 33947	616
William R Gaines Jr. Veterans Memorial Park	Restroom	20499 Edgewater Drive, PC 33952	591
Franz Ross Park	Announcement Booth/Score Tower	19355 Quesada Avenue, PC 33948	578
Charlotte Sports Park	Outfield Restroom	2300 El Jobean Road, PC 33948	576
Edgewater Park	Restroom Building	22410 Glass Lane, PG 33980	572
Harold Avenue Regional Park	Maintenance Building	23400 Harold Avenue, PC 33952	561
Deep Creek Park	Restroom Building	25555 Sandhill Boulevard, PG 33983	560
Higgs Park	Clubhouse	21400 Higgs Drive, PC 33952	560
Carmalita Park	Playground Restrooms	6905 Florida Street, PG 33950	555
Rotonda Water Facility	MCC 3	3740 Kendall Road, Rotonda West 33947	532
Larry Taylor Kiwanis Park	Storage Building	3100 Donora Street, PC 33948	512
Charlotte Sports Park	Tiki Bar	2300 El Jobean Road, PC 33948	510
Charlotte Sports Park	Observation Tower/Restrooms	2300 El Jobean Road, PC 33948	470
Harold Avenue Regional Park	Dugout/Utility Building/Net Batting Cage Baseball Field 4	23400 Harold Avenue, PC 33952	450
South Gulf Cove Park	Restroom	10150 Amicola Street, PC 33981	450
Bayshore Live Oak Park	Restroom 2	23157 Bayshore Road, PC 33980	448
Walenda Utility Complex	Pump Building (Reclaim)	17180 Walenda Avenue, PC 33953	440

Bissett Park	Restroom	12455 Path Avenue, PG 33950	432
Charlotte Sports Park	Electrical/Mechanical Vault	2300 El Jobean Road, PC 33948	426
Eagle Street Water Booster Station	Electrical Building	1555 Eagle Street, PC 33952	399
Port Charlotte Beach Park	Playground Restroom	4500 Harbor Boulevard, PC 33952	391
South Punta Gorda Heights Park	Restrooms	11040 Pinetrail Road, PG 33955	378
Spring Lake Park	Restroom	3520 Lake View Boulevard, PC 33952	365
Rotonda Water Facility	MCC 2	3740 Kendall Road, Rotonda West 33947	356
Larry Taylor Kiwanis Park	Restroom	3100 Donora Street, PC 33948	354
Lemon Bay Sunrise Rotary Park	Restroom	1000 South McCall Road, Englewood 34223	329
Live Oak Point Park	Restroom	5100 Tamiami Trail, PG 33980	329
Harold Avenue Regional Park	Utility Building - Baseball Field 2	23400 Harold Avenue, PC 33952	300
Rotonda Community Park	Maintenance Building	100 Rotonda Boulevard East, Rotonda West 33947	288
Cape Haze Pioneer Trail	North Trailhead Restroom	1688 Gasparilla Road, PC 33981	266
Cedar Point Environmental Park	Restroom	2300 Placida Road, Englewood 34224	252
Walenda Utility Complex	Electrical Building (reclaim)	17180 Walenda Avenue, PC 33953	247
Carmalita Park	Horse Arena Registration Booth	2605 Carmalita Street, PG 33950	240
Indian Springs Cemetery	Restroom	9500 Indian Springs Cemetery Road, PG	240
Zemel Road Landfill	Hazardous Waste	29751 Zemel Road, PG 33955	240
East Port WRF	Chlorine CL2 Shed	3100 Loveland Blvd, PC 33980	231
Gulf Cove Water Booster Station 3	Injection System Building	12050 Van Lenten Boulevard, PC 33981	216
Harold Avenue Regional Park	Utility Building - Baseball Field 1	23400 Harold Avenue, PC 33952	216
East Port WRF	Panel Building	3101 Loveland Blvd, PC 33980	212
Tom Adams Bridge	Bridge Tender	1300 Beach Road, Englewood 34223	180
Zemel Road Landfill	Power Building	29751 Zemel Road, PG 33955	180
Cape Haze Pioneer Trail	South Trailhead Restroom	1688 Gasparilla Road, PC 33981	152
Hathaway Park	Restroom (solar power)	35461 Washington Loop Road, PG 33982	135
Carmalita Park	Softball Storage Building	2605 Carmalita Street, PG 33950	132
Carmalita Park	Softball Field #3 Pressbox	2605 Carmalita Street, PG 33950	126
Carmalita Park	Pump Building	2605 Carmalita Street, PG 33950	110
Harold Avenue Regional Park	Pump House	23400 Harold Avenue, PC 33952	96
Eagle Street Water Booster Station	Pump Building	1555 Eagle Street, PC 33952	90
Water Booster Station 6	Storage Building 1	46 Parade Circle, Rotonda West 33947	80

Water Booster Station 6	Storage Building 2	46 Parade Circle, Rotonda West 33947	80
Airport Road Annex	CCSO Firing Range Control Room	25500 Airport Road, PG 33950	
Zemel Road Landfill	Scale House	29751 Zemel Road, PG 33955	
Rotonda WBS Offices	Rotonda Offices	46 Parade Cir	597
Gulf Cove WBS GC Chemical Feed	GC Chemical Feed	12050 Vanlenten Blvd	233
Walenda WBS Storage Shed	Walenda Storage Shed	17180 Walenda Ave	232
Myakka WBS MCC	Myakka MCC	4070 Railroad Ave	375
Myakka WBS Pump Room	Myakka Pump Room	4070 Railroad Ave	571
Myakka WBS Chemical Feed	Myakka Chemical Feed	4070 Railroad Ave	281
Myakka WBS Vacuum Station	Vacuum Station	4070 Railroad Ave	548
Myakka WBS Laboratory	Myakka Laboratory	4070 Railroad Ave	372
Burnt Store WRF MCC Building	MCC Building	17430 Burnt Store Rd	463
Rotonda WRF MBR Air Compressors	MBR Air Compressors	3545 Kendall Rd	366
Zemmel Road Leachate Facility Carbon Slurry	Carbon Slurry	29751 Zemel Rd	343
East Port WRF Deep Well Shed	Deep Well Shed	3100 Loveland Blvd	658
CCSO District 5	District 5	17755 Curry Preserve Dr. Punta Gorda 33982	12,000
Family Services Center 2	Family Services Center 2	21450 Gibraltar Avenue, PC 33952	18,500
Fire Station 2	Fire Station 2	17517 Seymour Avenue, PC 33953	12,100
Fire Station 6	Fire Station 6	924 Bloxham Avenue, PG 33982	9,812
Fire Station 9	Fire Station 6	17785 Curry Preserve Drive, Punta Gorda 33982	18,500
Harold Avenue Regional Park	Utility Building - Baseball Field 6 (excluding dugout)	23400 Harold Avenue, PC 33952	180
Public Safety Complex	ARFF Control Building (800 for enclosed building and 612 for roof only covered area)	26581 Airport Road, PG 33982	1,412
Tringali Park	Restroom Building	3460 North Access Road, Englewood 34224	600

Additional Facilities

Skylark Vac Station –	Vac Station	598 Skylark Lane	(1540 sq ft)
Ackerman Vac Station –	Vac Station	18330 Ackerman Ave	(1796 Sq Ft)
Southport Master Lift Station –	Lift Station	4151 Tamiami Trail	(528 sq ft)
Harbor Vac Station –	Vac Station	3450 Harbor Blvd	(1486 sq ft)
Quesada Master Lift Station -	Lift Station	19300 Quesada Ave	(595 sq ft)
Quesada Master Lift Station	Pump Station	19300 Quesada Ave	(504 sq ft)
A&C Dever Regional Park, J.M Berlin/Rotary Skate Park		6941 Sana Casa	(384 sq ft)
Admin Campus,	Facilities Mgmt Building D	18500 Murdock Circle	(1996 sq ft)
Eastport WRF, 3	Utility Maintenance Trailer	100 Loveland Blvd	(1344 sq ft)
Lift Station 143,	MCC Control Building	3450 Harbor Blvd	(1600 sq ft)
Carmalita Park, St	Football Score Tower	2610 Carmalita	(616 sq ft)
Airport Rd Annex,	CCSO District 4 office/training	25490 Airport Rd	(20277sq ft)
Airport Rd Annex	CCSO Mech/Chiller/Generator	25490 Airport Rd	(2210 sq ft)
CCSO District 3	Admin Headquarters	3110 Loveland Blvd	(35000 sq ft)
CCSO District 3	Loveland Warehouse	3110 Loveland Blvd	(21140 sq ft)

Addendum #11

Statement of Work - Unity Maintain Configuration

This Statement of Work ("SOW") describes the professional services that Customer has engaged Trimble (collectively "Parties") to perform on behalf of Customer. This SOW is integrated into the attached Order that incorporates the terms and conditions of the applicable Agreement. In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of the Agreement shall govern, unless the SOW expressly identifies the term of the Agreement to be modified. This SOW may not be modified or amended except in writing signed by a duly authorized representative of each Party.

1. Time and Material

Trimble will be performing Professional Services for the Customer on a time-and-material basis (200 hours are expected). The Professional Services will consist of the reconfiguration of the Facilities and Utilities Departments' work activities in the existing Cityworks database to utilize the ArcGIS Indoors services delivered by Langan Engineering. The reconfiguration will also address any historic asset work history. These services will be performed remotely from Trimble's offices. Please note the following:

- The work performed under this SOW shall be separate and in addition to any agreed upon scope of work between the Trimble and Customer.
- Customer agrees that no Custom Development shall occur under this SOW. Any Custom Development requires a separately executed Order Form containing a defined SOW and funding.
- Any work on integrations shall occur only on previously contracted integration points in which Customer is paying for an Annual Software Subscription.
- If any work will result in Additional Annual Software Subscription, Customer agrees that no work can be performed until a separate Order Form to activate the Annual Software Subscription add-on is mutually executed.

2. Assumptions

The following responsibilities and assumptions are necessary for the successful completion of the scope of work found in this SOW. In the event that an item below does not occur in the manner or time-frame defined, Trimble may request to meet with the Customer and mutually agree upon an adjustment to the schedule, work activities and fees.

- The Customer will make best efforts to ensure the committed participation of all appropriate technical and user personnel throughout the project, including but not limited to periodic status reviews. Customer resources provided during the technical and functional sessions must be empowered to make decisions on project direction.
- The Trimble Professional Services team will work jointly with the Customer team to resolve all issues including those impacting the scope and timeline. Issues that may impact the progress and the schedule will be documented. If the issue is critical, Trimble will present the issue to the Customer in writing as quickly as possible. Once the issue is presented in writing the Customer is expected to respond within two (2) business days. If the issue cannot be resolved within two days, they will notify Trimble and arrange a meeting with all relevant personnel to resolve this issue. Failure to do so could impact the cost and schedule of the Trimble implementation project. Trimble may suspend the SaaS Services or terminate this SOW unless Customer signs a SOW providing for additional funding. For purposes of clarity, the delays covered by this Paragraph include only those for which Customer has discretion and control, and specifically excludes matters that are beyond Customer's discretion and control.
- All necessary content (data, text and graphics) will be provided to Trimble prior to the creative processes (if applicable).
- Unless specifically identified as deliverables within this document, Customer will enter any historical data from past projects to enable historical analysis.
- Unless specifically identified as deliverables within this document, data migration, system integrations or custom development of any kind is not included within the scope of the Trimble implementation project. These items can be included through the change management process if identified as required items.
- All change requests received and approved will be listed on a separate SOW. Each additional SOW must be signed and accepted prior to initiating additional work by Trimble.

Addendum #12

Statement of Work

Phase 1 of the Trimble Unity Construct Implementation

This Statement of Work ("SOW") describes the professional services that Customer has engaged Trimble (collectively "Parties") to perform on behalf of Customer. This SOW is integrated into the attached Order that incorporates the terms and conditions of the applicable Agreement. In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of the Agreement shall govern, unless the SOW expressly identifies the term of the Agreement to be modified. This SOW may not be modified or amended except in writing signed by a duly authorized representative of each Party.

1 One-Time Implementation Services

Trimble to provide the following firm fixed price services under this SOW:

Phase & Deliverables	Scope	Comments
Project Kickoff & Discovery		
Kick-off Meeting	Included	2-4 weeks after contract execution
Implementation Goals	Included	Defined during Kickoff
Initial Project Schedule	Included	Defined during Discovery
Data Gathering Guide	Included	Defined during Discovery
Project Design & Requirements		
Solution Document	Included	Requirements & Solution Design
Phase & Deliverables		
Project Configuration & Testing		
Core Modules	Standard	<ul style="list-style-type: none">● Home Page● Projects● Calendar● Contacts● Setup
Planning Module	1-Template	
Cost & Funding Module	3-Templates	<ul style="list-style-type: none">● Funding● Budget● Cash Flow
Process Module	10-Processes	<ul style="list-style-type: none">● 10 Processes to be determined during Discovery Sessions
Forms Module	Activation Only	<ul style="list-style-type: none">● +60 Standard Forms
Schedule Module	Activation Only	
Document Module	Standard	<ul style="list-style-type: none">● 1-template

Phase & Deliverables	Scope	Comments
Dashboard Module	Activation Only	<ul style="list-style-type: none"> +1 Admin Dashboard + Executive Summary Dashboard
Reports Module	Activation Only	<ul style="list-style-type: none"> +120 Standard Reports
EZ File Transfer Tool	Standard	Per the <i>EZ File Transfer Tool (EZ File)</i> section found in Additional Detail section of this SOW
Single Sign-On	Standard	Per the <i>Single Sign-On (SSO)</i> section found in Additional Detail section of this SOW
Import/Export Toolkit	Standard	Per the <i>Data Import/Export Toolkit</i> section found in Additional Detail section of this SOW
Data Warehouse	Standard	Per the <i>Data Warehouse</i> section found in Additional Detail section of this SOW
Training		
Admin Training	1- Session Onsite	3 days Duration/ 5 Users Maximum
End User Training --	1- Session Onsite	2 days Duration/15 Users Maximum
Adoption Calls	4 Calls	Weekly call for 4 weeks – Scheduled and conducted by Trimble Professional Services

2 Additional Detail

Single Sign-On (SSO)

Single Sign-On (SSO) – Trimble supports Single Sign-On through a number of federated identify standards: SAML 2.0 (Security Assertion Markup Language) and WS-Federations. If the Customer already has a SAML or WS-Federation compliant identity management system in place (e.g., Ping Federate, Oracle Access Manager/COREid, Tivoli Access Manager, Site Minder for SAML or MS Active Directory for WS-Federations), Trimble Unity Construct will be able to integrate directly.

The scope assumes that Customer has installed an IDP SSO server supporting SAML 2.0 and it is up and running. Standard SSL port 443 will be used to secure data over the internet. Trimble Unity Construct currently supports only IDP initiated SSO connections.

EZ File Transfer Tool (EZ File)

Trimble Unity Construct provides an Easy File Transfer tool (EZ File) for the movement of document files. The EZ File tool makes it easier for our clients to upload and download many files on a frequent basis. For example, clients that wish to support the BIM file coordination process within Trimble Unity Construct would find value with this service. The EZ File is a supported file transfer service built into the Trimble Unity Construct architecture. It provides a “doorway” into the folders and files stored on the Trimble Unity Construct servers. Using the Trimble Unity Construct EZ File, our clients can upload and download files and folders between Trimble Unity Construct and their computers without having to work directly within the Trimble Unity Construct application in a browser. EZ File utilizes an industry standard file transfer method called WebDAV (Web-based Distributed Authoring and Versioning). WebDAV is commonly used to publish and manage files and directories on a remote web server. EZ File requires the client to use a 3rd party WebDAV user interface client to manage the upload and download process. Trimble Unity Construct’s EZ File tool includes one (1) license to Syncovey. Any additional licenses or any additional upgrades to Syncovey required by Customer are not included and are Customer’s responsibility. For both manual uploads and automated using the EZ File, the folder location(s) is determined by the user.

Data Import/Export Toolkit

To understand the data that needs to be migrated from the Customer's legacy systems to Trimble Unity Construct, Trimble is including a 1-day Data Migration Workshop for the Customer as detailed below. The Data Migration Workshop will help the Customer's team identify the scope of the data that needs to be migrated by addressing the following questions:

- Identify and document the various sources and volumes of legacy data to be migrated:
- How many systems will data be migrated from?
- What formats does this data come in?
- What is the data structure?
- How many legacy projects will data be migrated for?
- How many data objects are associated with each project?
- How many project files must be migrated?
- What is the size of the data (i.e., 500 GB, 2TB, etc.)?
- Identify and document the strategy for each data type to be migrated.

At the completion of the 1-day Data Migration Workshop, the Trimble Data Migration Team will produce a data migration framework document for the Customer. The framework document summarizes the Trimble Unity Construct data configuration methodology and provides a structural framework and recommended approach for data migration. The Trimble implementation team will also provide the Customer with the Data Import/Export Toolkit for the Customer's team to perform the import of data to Trimble Unity Construct.

Due to the highly technical and varying resource requirements associated with data migrations, the Proposed Scope of Work and Services does not include the actual migration of any Customer data into Trimble Unity Construct. We often find that data migration services are not necessary as our customers are able to leverage the Import Toolkit quickly and easily as described below.

If the Customer wants Trimble to perform any of the data migration activities identified in the 1-day Data Migration Workshop, the Trimble Implementation and Trimble Account Management teams will provide the Customer with a detailed data migration plan and executable actions with a proposed contractual amendment detailing the cost proposal to achieve these data migration objectives and services. Trimble will perform the agreed upon data migration activities after the full execution of the amendment.

Trimble Unity Construct Data Import/Export Toolkit includes data import wizards for virtually all modules in the product, including cost, schedule, forms and workflow processes, bidding, submittals, projects, contacts, and users. These wizards guide the user through the import process, allowing them to easily map the data in the import file to the data fields in Trimble Unity Construct and preview the results prior to finalizing the import. Data exports leverage the same powerful query builder used by the Reporting and Business Intelligence modules available as part of the Trimble Unity Construct platform. With the export wizards, users can easily construct complex filters, choose which fields to include, and then retrieve and save just the desired information to a file that can be imported into another system. The Trimble Unity Construct Data Import/Export Toolkit is ideal for initial data loads when new Trimble Unity Construct Projects are brought online and/or migration of project data is necessary from other systems.

Data Warehouse

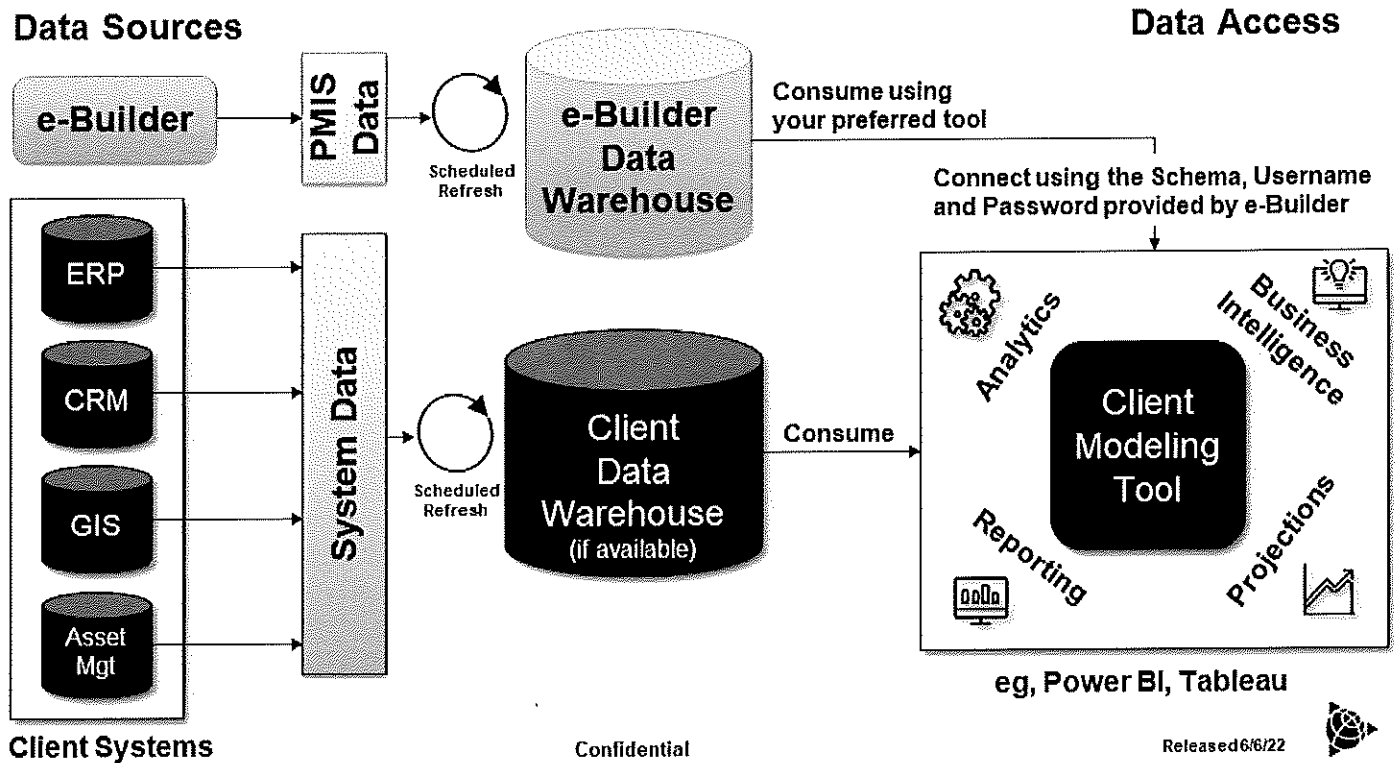
Trimble is offering a Data Warehouse as a Companion Product (A Companion Product is defined as an add-on application that is purchased separately from the core Trimble Unity Construct. It's not "an embedded feature" or a "module" in Trimble Unity Construct) to Trimble Unity Construct which provides capital project performance data for use in enterprise reporting. It allows you to combine data with other enterprise data sets, including Enterprise Resource Planning, Customer Relationship Management, Human Capital Management, and other public or proprietary data for actionable intelligence or decision making. Most organizations will use best in class Business Intelligence solutions such as Tableau, Power BI, Qlik, Hyperion, Cognos or other platforms on top of or in concert with the Trimble Unity Construct Data Warehouse. With Trimble Unity Construct Data Warehouse, you can leverage your own experts to extract value from capital improvement data, visualize information, publish dashboards through top Business Intelligence tools, and build trust through data democratization.

When you purchase Trimble Unity Construct Data Warehouse, Trimble will provide the Customer's Trimble Unity Construct Administrator with an endpoint and credentials (Schema, User name and Password). Through our Professional Services organization, Trimble Unity Construct will test to ensure you are connected and onboard your delegates (description below). Professional Services are required as per the description below. How you connect to the Data Warehouse is dependent upon the Business Intelligence (BI) and Modeling tool that your organization chooses.

The Customer expressly understands that this offering by Trimble is a Client Access License, and although it will be billed with your existing Annual Software Subscription, this Client Access License does not affect your current Annual Software Subscription to Trimble Unity Construct.

Connectivity to Data Warehouse

Trimble provides you with an endpoint and credentials (Schema, User name and Password).



Services and Support

Services: Trimble's support is limited to the actions found in the yellow boxes above.

Availability: The Trimble Unity Construct Data Warehouse is refreshed one time in a 24 hour period, generally overnight

Support: The Customer's Trimble Unity Construct Administrator will follow the same process to request support by logging a ticket for Data Warehouse with Trimble Unity Construct Support.

3 Assumptions

For all items labeled as "Activation Only", the following assumption applies:

- Trimble is only responsible for activation of the Products described above. Any configuration, training, and management of the Products described in the Work Order shall be the responsibility of the Customer. Trimble Unity Construct disclaims any liability resulting from the configuration, training, and management of Customer and/or any Customer third party vendor.

For all other items, the following responsibilities and assumptions are necessary for the successful completion of the scope of work found in this SOW. In the event that an item below does not occur in the manner or time-frame defined, Trimble may request to meet with the Customer and mutually agree upon an adjustment to the schedule, work activities and fees.

- The Customer will make best efforts to ensure the committed participation of all appropriate technical and user personnel throughout the project, including but not limited to periodic status reviews. Customer resources provided during the technical and functional sessions must be empowered to make decisions on project direction.
- The Trimble Professional Services team will work jointly with the Customer team to resolve all issues including those impacting the scope and timeline. Issues that may impact the progress and the schedule will be documented. If the issue is critical, Trimble will present the issue to the Customer in writing as quickly as possible. Once the issue is presented in writing the Customer is expected to respond within two (2) business days. If the issue cannot be resolved within two days, they will notify Trimble and arrange a meeting with all relevant personnel to resolve this issue. Failure to do so could impact the cost and schedule of the Trimble implementation project. Trimble may

suspend the SaaS Services or terminate this SOW unless Customer signs a SOW providing for additional funding. For purposes of clarity, the delays covered by this Paragraph include only those for which Customer has discretion and control, and specifically excludes matters that are beyond Customer's discretion and control.

- All necessary content (data, text and graphics) will be provided to Trimble prior to the creative processes (if applicable).
- Unless specifically identified as deliverables within this document, Customer will enter any historical data from past projects to enable historical analysis.
- Unless specifically identified as deliverables within this document, data migration, system integrations or custom development of any kind is not included within the scope of the Trimble implementation project. These items can be included through the change management process if identified as required items.
- All change requests received and approved will be listed on a separate SOW. Each additional SOW must be signed and accepted prior to initiating additional work by Trimble.

Addendum #13

Statement of Work - Managed Services

This Statement of Work ("SOW") describes the professional services that Customer may engage Trimble (collectively "Parties") to perform on behalf of Customer. This SOW is integrated into the attached Order that incorporates the terms and conditions of the applicable Agreement. In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of the Agreement shall govern, unless the SOW expressly identifies the term of the Agreement to be modified. This SOW may not be modified or amended except in writing signed by a duly authorized representative of each Party.

Following execution of the Order Form, the parties will meet and confer to determine the Start of Work date. Trimble may require up to ninety (90) days prior the agreed Start of Work date to provision The Trimble Managed Services Resource.

Managed Services

Trimble will provide One Full-time (100%) Managed Services Resource (the "Trimble Managed Services Resource"). The Trimble Managed Services Resource to be assigned to perform Professional Services tasks which include:

- Trimble Unity Construct
 - Trimble Unity Construct administration
 - Creation of new user accounts
 - Setting up permissions
 - New process Rollouts
 - General user support
 - Project administration
 - Account maintenance (e.g. role and user clean up)
 - Trimble Unity Construct Training and Education
 - Creating and maintaining training materials
 - New user basic training
 - Workflow training
 - Administrator training
 - Training on new features
 - Data Analysis
 - Evaluate use of cost management
 - Leverage best practices
 - Process Improvement and process roll-outs
 - Provide training on process design
 - Conduct design sessions and requirements documentation
 - Process testing
 - Reporting assistance
 - Report cleanup
 - Create reports and report subscription
 - Dashboard creation and modification
- Trimble Unity Maintain
 - Trimble Unity Maintain administration
 - Creation of new user accounts
 - Setting up permissions
 - New work activity configuration
 - General user support
 - Project administration
 - Account maintenance (e.g. role and user clean up)
 - Trimble Unity Maintain Training and Education
 - Creating and maintaining training materials
 - New user basic training
 - Administrator training
 - Training on new features
 - Data Analysis
 - Evaluate use of data management
 - Leverage best practices
 - Process Improvement and process roll-outs
 - Provide training on configurations

- Conduct design sessions and requirements documentation
 - Work activity testing
 - Reporting assistance
 - Report cleanup
 - Dashboard creation and modification
- Connected workflows
 - Consult on Trimble's available standard connected workflows between Trimble Unity Maintain and Trimble Unity Construct
 - Implement any standard connected workflows per Customer election

Place of Performance: The Trimble Managed Services Resource will perform the above Professional Services tasks remotely.

Schedule:

- When Customer purchases its Trimble Managed Services Resource under this SOW, The Trimble Managed Services Resource is dedicating 100% of its time to support Customer. Customer is not allowed to transfer any "unused" time from the then-current month to future months, assuming the Trimble Managed Services Resource is directed to work by the Customer to work less hours than allotted.
- Scheduled time off for the Trimble Managed Services Resource will be requested and approved according to Trimble's time off process and policies. The Customer will be notified of scheduled time off requests upon approval. Scheduled time off includes paid time off ("PTO"), holidays, and Trimble sponsored employee events. Customer agrees that the fee includes time for scheduled time off.
- Unscheduled time off for The Trimble Managed Services Resource will be requested and approved according to Trimble's procedures and policies. The Customer will be informed of unscheduled time off upon approval. Unscheduled time off includes sick leave, medical leave, etc.

Disclaimer and Non-solicitation:

- The Trimble Managed Services Resource does not include any development hours. If custom development is needed to support the Trimble Managed Services Resource, a separate Order Form will be created. Common custom development items include custom reporting and integration.
- Trimble reserves the right to change the assigned resource and provide a satisfactory replacement.
- During the Term and for a period of two (2) years thereafter, Customer will not, directly or indirectly, employ, offer employment to, or otherwise retain the services of the Trimble Managed Services Resource, without the prior written consent of Trimble.

Term:

- The Term shall be one (1) year from the Start of Work. Start of Work will occur before project kickoff as there is preparation work needed (such as a project plan). Trimble and Customer will agree on the Start of Work date after Customer's issuance of a Notice to Proceed.
- Sixty (60) days notice prior to the expiration of the Managed Services Term is required if Customer wishes to: (1) expire the Trimble Managed Services Resource or (2) change the scope of work of the Trimble Managed Services Resource. Otherwise, the Trimble Managed Services Resource will automatically renew in one-year periods.