

These Support Terms apply to all configurations, versions, and related products under the following brands: Viewpoint, Spectrum, Vista, ProContractor, and Jobpac Connect. Support and software maintenance provides for ongoing software releases, including updates and upgrades, as well as access to Trimble's customer support teams located in the United States, the United Kingdom, and Australia. Trimble may modify these Support Terms from time to time. Capitalized terms used but not defined in this document shall have the meaning given to them in the General Transaction Terms or applicable supplement terms available at <https://www.trimble.com/en/legal/customer-terms> or any successor url.

1. DEFINITIONS

"Authorized Support User" means a designated User who is authorized by Customer to contact Trimble for Support.

"Case" means Customer's online submission, telephone call, or chat requesting Support.

"Critical Issue" means that core functionality of the Software is not operational and, for Software deployed as Software-as-a-Service or through hosting services, that the system is down or inaccessible by a majority of Customer's Users.

"Release" means an update or upgrade to the Software made available to all customers using that Software that improves usability or adds functionality, cosmetic changes, or bug fixes.

"Customer Portal" means the online portal available at <http://support.viewpoint.com> (or any successor website made available by Trimble to Customer) where Customer has the ability to create, update, and manage Cases and has access to the Knowledge Base, technical documentation, product downloads, enhancement submissions, and the Academy.

2. RELEASES

Trimble will use commercially reasonable efforts to provide prior notice to Customer through the Customer Portal or other communication channels when Releases are made generally available to all customers, excluding any non-General Releases or unplanned Releases.

2.1 On Premises Deployments. Trimble will make Releases available to Customer if and when Releases are generally available to all customers. Support for Releases is provided in accordance with 's Release Support Policy available at <http://support.viewpoint.com>. Customer is responsible for installing all Releases. Upon Customer's election to install a Release, Customer agrees to cease all use of the prior version of the Software and destroy all copies. Releases may require Customer to update third party software, hardware, or operating systems at Customer's expense. If a Release is at the End of Code Maintenance, the Release is supported for a limited period under an Extended Support contract for an additional fee. All information regarding the stage (i.e., General Release, End of Code Maintenance, and End of Extended Support) of the Release can be found in the Release Support Policy.

2.2 Software-as-a-Service and Hosting Services. Software delivered as Software-as-a-Service or through hosting services are automatically updated by Trimble as new Releases become generally available to all customers.

2.3 Hosted Test Environments. If Customer purchases a hosted test environment for a Software, Customer may delay the installation of Releases to its hosted production environment for 90 days in order to perform validation in its hosted test environment by submitting a Case to Trimble requesting the delay no later than 48 hours prior to the applicable installation date. After this 90-day period, Trimble will automatically update the Customer's hosted production and test environments to the then-current Release version. This deferral option does not apply to Releases to address time-sensitive or emergency issues. Customer agrees to maintain a supported version of the Software at all times, which means either the current Release or immediate preceding Release. Upon receiving a Case from Customer, Trimble will update Customer's test database using the production database up to twice per year as part of Support for hosted test environments.

3. SUPPORT

Customer may submit a Case to request support related to Software. Customers may submit, manage, and track Cases through the Customer Portal.

3.1 Support Levels.

Trimble will use commercially reasonable efforts to meet the response goals outlined below. Actual response times may vary depending on a number of factors, including but not limited to geography, product, and lifecycle phase of a product. Customers are encouraged to contact their internal IT resources for support first, if available. If internal IT resources cannot resolve the issue, customers should submit a Case to request support from Trimble.

Priority Level	Priority Definition	Response Goal*
Critical	System down or core functionality is not operational	< 2 hours
High	Problem with a Software (e.g., major business impact; product is crippled but somewhat usable; very difficult to work around)	< 4 hours
Average	General operational question with no urgency (e.g., minimal business impact; cosmetic problems; usage question; feature Q&A; issue does not require resolution)	1 business day

**During Trimble's hours of operation based on Customer location.*

Customer must be registered in the Customer Portal to be able to receive support. Customers are solely responsible for administration of their Authorized Support Users.

For a Software deployed on premises, Trimble will provide support for one production copy of the Software and up to three nonproduction copies of the Software that Customer may use for backup,

archival, or testing purposes. Trimble will prioritize Cases for production environments over cases for nonproduction environments. The response goals outlined above will not apply to nonproduction environments.

3.2 Hours of Operation.

Trimble's hours of operation are provided below (excluding applicable holidays based on location):

Hours of Operation	
<i>North America</i>	Monday-Friday, 5:00 am to 5:00 pm PST
<i>Europe, Middle East, and Africa</i>	Monday-Friday, 8:30 am to 17:30 pm GMT/BST
<i>Australia, New Zealand, and Asia-Pacific</i>	Monday-Friday, 9:00 am to 6:00 pm AEST/AEDT

3.3 Contact Methods.

Trimble's contact methods for support are available on the Customer Portal.

4. DATA RESTORATION

4.1 On Premises Deployments. Trimble does not provide support or technical assistance for the repair or restoration of lost or damaged Customer Data as part of Support for Software deployed on premises, 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.

4.2 Software-as-a-Service and Hosting Services. Trimble will use reasonable efforts to restore lost or damaged Customer Data for Software deployed through hosting services or as Software-as-a-Service, as described in this paragraph, if the loss or damage was caused by Trimble. Customer must submit a Case through the Customer Portal that identifies the Software, affected Customer Data, and requested restoration point. Trimble will use the most recent backup for the impacted Customer Data. Trimble will consult with Customer and provide information to Customer regarding the availability of backups and the potential limitations of data restoration. By authorizing Trimble to assist with data restoration through a Case submission, 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.

5. EXCLUSIONS

Trimble does not support (a) any Release of the Software other than the current and immediate preceding Release unless covered under Extended Support as described on the Customer Portal; (b) third party databases, third party software, or add on products (excluding certain third party interfaces identified and approved by Trimble); (c) use of the Software in a manner other than as authorized in the

applicable agreement between Trimble and Customer; (d) custom services or alterations of the Software; or (e) conversions of Customer's databases to accommodate new hardware or software. Trimble will not provide support for an issue if Trimble provided corrections for that issue that were not implemented by Customer or if Customer failed to provide information requested from Customer.

Trimble does not provide training, implementation, report creation, onsite support, customizations (e.g., scripting or integration), or assistance with server migrations as part of Support, but such services but may be purchased separately.

6. CUSTOMER OBLIGATIONS

Customer must (a) require its personnel to obtain adequate training to operate the Software; (b) designate Authorized Support Users; (c) provide internet access for Trimble Support team when requesting support; and (d) provide adequate resources to gather any data requested by the Trimble Support team and provide reasonable assistance in troubleshooting Cases.

For on premises deployments, Customer is responsible for (a) Customer's server environment, local network, and system security and protocols, which includes providing staff qualified to assume responsibility for management administration and support for Customer's hardware, database, and any third party software; (b) maintaining regular and frequent data backups, and recovering such data if necessary from backups maintained by Customer; and (c) establishing a secure method of access to Customer's network as well as maintaining security protocols for Customer's network. If remote access is not granted or available, Trimble's ability to provide support will be limited. For on premises deployments, Customer is responsible also for upgrades and data migration associated with the upgrades (if applicable).

7. DISCONTINUED SOFTWARE

Trimble may announce that it no longer sells certain products and will discontinue Support on those products. Optionally, Extended Support may be available for discontinued products. A list of discontinued products is available on the Customer Portal.

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