

## Supplemental Terms for FieldLink Subscription Service

Version 1.0 (Last Updated: April 3, 2023)

These Supplemental Terms for FieldLink Subscription Service (the “**FLSS Terms**”) supplement the General Transaction Terms (the “**General Terms**”) and Supplemental Terms for Licensed Software and SaaS (the “**Software Terms**”), in each case available at <https://www.trimble.com/en/legal/customer-terms> or any successor url, to the extent applicable, and are hereby incorporated therein by reference. Capitalized terms not defined herein have the respective meanings given to them in the General Terms and the Software Terms. For clarity, the Supplemental Terms for Hardware available at <https://www.trimble.com/en/legal/customer-terms> or any successor url are not applicable to the Subscribed Systems.

### 1. Definitions.

- 1.1. “**Accidental Damage**” means a failure of the Subscribed Hardware caused by damage from drops, falls, or spills associated with the handling and use of the Subscribed Hardware.
- 1.2. “**Authorized Reseller**” means a Trimble authorized reseller.
- 1.3. “**Covered Damage**” means only the normal deterioration of the Subscribed Hardware caused by ordinary and reasonable use for its intended purpose in compliance with applicable laws, rules, and regulations. The following shall not be deemed Covered Damage: (a) damage resulting from lack of general care and maintenance; (b) damage resulting from improper operation; (c) use of the Subscribed Hardware other than for its intended purpose in compliance with applicable laws, rules, and regulations; (d) cosmetic damage in the nature of dents, bending, tearing, staining, corrosion, or non-functional misalignment to or of the Subscribed Hardware or any part thereof; and (e) any other damage to the Subscribed Hardware which is not considered ordinary and reasonable.
- 1.4. “**Subscribed Hardware**” means the Trimble hardware products provided to Customer for use pursuant to a System Subscription, as identified on the Order.
- 1.5. “**Subscribed SaaS Products**” means the Software-as-a-Service, if any, provided to Customer for use pursuant to a System Subscription, as identified on the Order.
- 1.6. “**Subscribed Software**” means the Licensed Software, if any, provided to Customer for use pursuant to a System Subscription, as identified on the Order.
- 1.7. “**Subscribed System**” means, collectively, the Subscribed SaaS Products, the Subscribed Software, and the Subscribed Hardware (and related accessories, cabling, bracketing, etc.). Trimble may remove components from each Subscribed System upon the expiration, renewal, and/or extension of any System Subscription Term.
- 1.8. “**System Subscription**” means Customer’s continuing right, during the applicable System Subscription Term, to use a Subscribed System.
- 1.9. “**System Subscription Term**” means, together, the Initial System Subscription Term and any Extension Term(s), as such terms are defined in Section 2 (System Subscription Terms; Additional Termination Provisions) below.
- 1.10. “**Trimble Entitlement Platform**” means Trimble’s web-based platform (e.g., Virtual Warehouse or any successor or similar service made available by Trimble) through which Trimble resellers manage entitlements to Trimble software products.

### 2. System Subscription Term; Additional Termination Provisions.

- 2.1 **System Subscription Term; Billing Commencement Date.** The initial term will commence as of the Billing Commencement Date (as defined below) and will terminate on the third (3rd) anniversary of the Billing Commencement Date (the “**Initial System Subscription Term**”). The Initial System Subscription Term is measured from, and billing of the applicable fees will commence on, the earlier of (a) completion of installation of Subscribed Hardware as evidenced by the hardware and software communicating with the Trimble Entitlement Platform, or (b) fifteen (15) days following the shipment date of the Subscribed Hardware from Trimble to the applicable Authorized Reseller (in each instance, the “**Billing Commencement Date**”). For clarity, Orders for additional Subscription Systems will not co-terminate.
- 2.2 **Extension Term(s).** Upon expiration of the Initial System Subscription Term, if Customer is unable to return the Subscribed Hardware (e.g., it is still being used on a project), Customer may provide Trimble with written notice to extend the System Subscription Term for a monthly extension (each such month, an “**Extension Term**”), which shall automatically renew for an additional Extension Terms unless (i) either party provides written notice to opt out at least thirty (30) days prior to expiration of the then-current Extension Term. For each such Extension Term, (1) the applicable monthly Fees shall have a 25% premium and (2) the services described in Section 6 (Premium Support and Services) are unavailable.
- 2.3 **Renewal.** Upon expiration of the Initial System Subscription Term or any Extension Term, the parties may agree to execute a new Order for a new term of years, which will include a Hardware Upgrade in accordance with Section 6.2.1

(Hardware Upgrades) below.

- 2.4 **Early Termination.** Customer may terminate prior to the end of the System Subscription Term by (a) providing Trimble at least thirty (30) days prior written notice of such termination, and (b) paying to Trimble an early termination charge (the “**Early Termination Charge**”) equal to the Fees due and payable for the remainder of the System Subscription Term. Customer acknowledges that Trimble’s actual damages arising from such termination are impossible to ascertain and are not capable of being ascertained by any satisfactory and known rule, that the Early Termination Charge is a good faith, fair, and reasonable estimate of such damages, and that the Early Termination Charge constitutes liquidated damages and not a penalty or forfeiture, and will not be deemed to be a penalty or forfeiture.
  - 2.5 **Expiration or Termination.** Upon any expiration or termination of the System Subscription, Customer will deliver the Subscribed Hardware to an Authorized Reseller in accordance with Section 4.6 (Return of Subscribed Hardware) below.
  - 2.6 **Survival.** Sections 2 (System Subscription Term; Additional Termination Provisions), 2.4 (Early Termination), 4.6 (Return of Subscribed Hardware), 5 (Additional Payment Terms), and 7 (Additional Disclaimers), and any provisions or clauses that may be referenced by the foregoing, will survive any termination or expiration of the System Subscription. In addition, the applicable terms of these FLSS Terms shall survive with respect to any Orders that require performance beyond the termination or expiration of the System Subscription, until the applicable termination or expiration of such Order.
3. **End User Terms; Firmware.** Any and all Subscribed Software and Subscribed SaaS Products are licensed and not sold and are made available during the System Subscription Term subject to the terms of the Software Terms and any applicable supplemental terms (collectively, the “**End User Terms**”). To extent any firmware is included in a Subscribed System, then Trimble hereby grants Customer a non-exclusive, non-transferable, non-sublicensable right to use the firmware for the sole purpose of operating and using the associated Subscribed Hardware, subject to all the terms and conditions hereof. Customer will not have any rights or license to use Subscribed Software or Subscribed SaaS Products in any manner or for any purpose not expressly permitted by the applicable End User Terms or, with respect to applicable firmware, this Section 3 (End User Terms; Firmware).
4. **Maintenance and Use of Subscribed Hardware; Ownership; Return of Subscribed Hardware.**
    - 4.1. **Maintenance and Use.** During the applicable System Subscription Term, Customer will periodically visually inspect the Subscribed Hardware, and maintain it in good working order. Customer will immediately notify the applicable Authorized Reseller if any Subscribed Hardware requires warranty or non-warranty repair or replacement. Customer agrees that, except as may be set forth in a separate service agreement with an Authorized Reseller, neither Trimble nor any Authorized Reseller has any duty or responsibility to inspect the Subscribed Hardware while in Customer’s possession. If Trimble or an Authorized Reseller would like to inspect Subscribed Hardware, the parties will work together in good faith to arrange such inspection. Customer agrees to use the Subscribed Hardware for its business purposes only and will comply with all laws, ordinances, regulations, requirements, and rules related to the use and operation of the Subscribed Hardware. Except as provided in Section 6 (Premium Support and Services) below, Customer is responsible for any and all damage to or loss of the Subscribed Hardware, and no such loss or damage will relieve Customer from its payment obligations.
    - 4.2. **Ownership.** Title to the Subscribed Hardware is and will at all times remain vested in Trimble. Risk of loss to the Subscribed Hardware will pass to and remain with Customer as of the earlier of: (a) the delivery of the Subscribed Hardware to Customer’s designated site or (b) fifteen (15) days following the shipment date of the Subscribed Hardware from Trimble to the applicable Authorized Reseller, until such time as Customer has returned the Subscribed Hardware to an Authorized Reseller upon the expiration or earlier termination of the System Subscription. While in Customer’s possession, the Subscribed Hardware will not become an accession to any other personal property, even if attached to such personal property. Trimble, in its discretion, may affix labels or other identifications to the Subscribed Hardware to confirm Trimble’s ownership. Trimble, in its discretion, may cause financing statements and similar notices to be filed or published evidencing its ownership interest. Customer shall not cause or permit the Subscribed Hardware to be subjected to any lien or encumbrance (other than liens or encumbrances resulting from the acts or omissions of Trimble).
    - 4.3. **Financing Statements.** CUSTOMER AUTHORIZES TRIMBLE AND ITS AGENTS AS ATTORNEY-IN-FACT FOR CUSTOMER, TO SIGN AND RECORD WITH ALL APPROPRIATE GOVERNMENTAL AGENCIES SUCH FINANCING STATEMENTS AND OTHER DOCUMENTS AS TRIMBLE DEEMS APPROPRIATE TO GIVE NOTICE OF TRIMBLE'S OWNERSHIP OF THE SUBSCRIBED HARDWARE AND EXISTENCE OF THIS AGREEMENT. CUSTOMER FURTHER AGREES TO EXECUTE ALL DOCUMENTS REASONABLY REQUIRED BY TRIMBLE FOR THESE PURPOSES AND TO REIMBURSE TRIMBLE FOR ALL EXPENSES OF PREPARING AND FILING SUCH PUBLIC NOTICES.
    - 4.4. **Location.** In the event Customer wishes to move the Subscribed Hardware to a location other than the one to which it was initially delivered, Customer will ship the Subscribed Hardware to an Authorized Reseller designated by

Trimble for inspection. The Authorized Reseller will deliver the Subscribed Hardware to the new location at Customer's expense. Customer will at all times document the current location of all of the Subscribed Hardware, and, whenever requested, advise Trimble of the then-current location of all of the Subscribed Hardware.

- 4.5. **Insurance.** Customer shall obtain and maintain on or with respect to the Subscribed Hardware, at Customer's own expense, all-risk insurance insuring against loss or theft of the Subscribed Hardware in an amount not less than the Hardware Replacement Cost (as defined below). Upon Trimble's request from time to time, Customer shall furnish Trimble with a certificate of insurance evidencing such insurance with Trimble and its successors and assigns listed as loss payee. Each such policy shall be in such form and with such insurers as may be reasonably satisfactory to Trimble, and shall contain a clause specifying that no action or misrepresentation by Trimble shall invalidate such policy and a clause requiring the insurer to give to Trimble at least thirty (30) days' prior written notice of cancellation, non-renewal, or amendment. In the event of loss or theft of the Subscribed Hardware, and upon Trimble's request, Customer hereby assigns to Trimble the proceeds of all such insurance and will direct any insurer to make payments directly to Trimble. Additionally, Customer agrees to maintain commercial general liability insurance during the System Subscription Term.
- 4.6. **Return of Subscribed Hardware.** Within thirty (30) days after (i) the expiration or earlier termination of the System Subscription or (ii) the occurrence of any other reason Customer is obligated to return the Subscribed Hardware, Customer will deliver the Subscribed Hardware to an Authorized Reseller in accordance with this Section. At the time of delivery, such Subscribed Hardware shall be in the same condition as when delivered to Customer, ordinary wear and tear excepted. If Customer fails to return the Subscribed Hardware within such 30-day period, Customer is deemed to have purchased the Subscribed Hardware as of the date of such expiration or termination, subject to the terms and conditions hereof, which for the avoidance of doubt shall be on an "AS IS" basis without any warranty of any kind. Trimble will invoice Customer for the then-current list price of the Subscribed Hardware, and Customer shall pay such amount within ten (10) business days of the date of such invoice.

5. **Additional Payment Terms.**

5.1. **Possession; Shipping; Taxes.**

5.1.1. Customer's obligation to pay the fees is absolute and unconditional, regardless of whether the Subscribed Hardware remains in Customer's possession or control.

5.1.2. Fees include standard shipping and freight charge(s) of the Subscribed Hardware from Trimble to the Authorized Reseller only, based on Trimble's standard delivery terms, which are FCA (Incoterms 2010). Expedited freight or shipping charges will be Customer's sole responsibility and be invoiced to Customer.

5.1.3. Fees do not include any applicable sales taxes, value added tax, export or import charges, transportation or insurance charges, customs and duty fees, personal property or similar taxes, all of which shall be paid by Customer. Any tax that Trimble may be required to collect or pay upon the sale, delivery or provision of a Subscribed System shall be paid by Customer to Trimble unless Customer provides direct payment authority or an exemption certificate valid in the state and/or country to which such Subscribed System will be shipped or provided. Should Customer move any or all of the Subscribed Hardware to a different jurisdiction, Customer will promptly notify Trimble by providing an updated address in writing to Trimble and Trimble's tax calculation may be updated on a prospective basis.

5.2. **Additional Remedies.** Failure to make any payment when due will constitute a material breach of the Agreement. If Customer fails to remit timely payment, Trimble may, at its option and without prejudice to its other remedies: (a) suspend or cancel the provision of Subscribed Software and/or Subscribed SaaS Products, (b) invoice Customer for the then-current list price of the Subscribed Hardware, (c) require Customer immediately to return the Subscribed Hardware to an Authorized Reseller, at Customer's expense, and (d) withhold all further shipments or deliveries to Customer.

6. **Premium Support and Services.** During the Initial System Subscription Term, Trimble will provide the services set forth in this Section 6. For clarity, such services are not available during any Extension Term.

6.1. **Trimble Premium Protection Plan.** "Trimble Premium Plan Protection Plan" shall refer to the Trimble services set forth in this Section 6.1.

6.1.1. **Damaged Hardware.** In the event Subscribed Hardware is damaged, or otherwise rendered inoperable or unusable due to the acts and omissions of Customer or any third party other than an Authorized Reseller (collectively, "Damaged Hardware"), Customer will immediately notify Trimble or the Authorized Reseller of such event, and (a) Trimble will promptly ship a replacement for the Damaged Hardware to the Authorized Reseller, and (b) Customer will return the Damaged Hardware to the Authorized Reseller upon Customer's receipt of the replacement in accordance with Section 4.6 (Return of Subscribed Hardware). During the Initial System Subscription Term, Trimble will provide replacement components for serialized and non-serialized SKUs

for the Damaged Hardware at no cost to Customer. Trimble reserves the right to decline a replacement or repair if there appears to be excessive repeated damage of the same component. For the avoidance of doubt, this does not affect the amount or timing of the payment of the Fees which will remain in full force and effect notwithstanding any non-replacement of Damaged Hardware hereunder.

6.1.2. **Replacement.** If Customer is entitled to a free replacement(s) of Damaged Hardware pursuant to Section 6.1.1 (Damaged Hardware), if the Authorized Reseller does not receive the Damaged Hardware within thirty (30) days of Customer's receipt of the replacement, Customer will pay for the replacement per SKU at a price equal to the then-current list price for such replacement ("**Hardware Replacement Cost**"), or at Trimble's discretion, if repaired, Customer will pay the cost of repair per SKU upon receipt of invoice from either Trimble or the Authorized Reseller for the Damaged Hardware that is not returned. Trimble will pay all shipping charges for the return of such Subscribed Hardware to Customer or to an Authorized Reseller, as may be the case. The replacement of any Damaged Hardware hereunder and Customer's payment of the Hardware Replacement Cost does not affect the amount or timing of the payment of the fees which will remain in full force and effect notwithstanding any replacement of Damaged Hardware hereunder.

6.1.3. **Hardware Warranty.** Subject to any and all warranty disclaimers in the Agreement, Trimble warrants that the Subscribed Hardware will perform substantially in accordance with published specifications and be substantially free of defects in material and workmanship. Except as set forth below, the Trimble Premium Protection Plan covers (a) Covered Damage; (b) damage from dust, heat, humidity, and salt air provided that the Subscribed Hardware is being used in accordance with the operator's manual and specifications; (c) power surge damage due to a surge in Trimble-manufactured power supplies; and (d) Accidental Damage. Trimble will, or at its option, through its Authorized Reseller, either repair or replace Subscribed Hardware that proves to be defective or damaged as described above. Shipping charges for Subscribed Hardware returned for warranty repair service as well as for the return of such Subscribed Hardware to Customer or to its Authorized Reseller, as may be the case, are included in the fees. These are Customer's sole remedies, and Trimble's sole liability, for any breach of the warranty set forth above.

6.1.4. **Exclusions.** Trimble's obligations under the Trimble Premium Protection Plan only applies in the event and to the extent that (a) the Subscribed Hardware is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with Trimble's applicable operator's manual and specifications, and (b) the Subscribed Hardware is not modified, misused, or abused. The Trimble Premium Protection Plan shall not apply to, and Trimble shall not be responsible for, defects or performance problems resulting from (i) the combination or utilization of the Subscribed Hardware with hardware or software products, information, data, systems, interfaces, or devices not made, supplied, or specified by Trimble (including any third party guidance or steering control hardware or software); (ii) the operation of the Subscribed Hardware under any specification other than, or in addition to, Trimble's standard specifications for its products; (iii) the unauthorized installation, modification, or use of the Subscribed Hardware; (iv) damage caused by lightning or other electrical discharge or power surge from non-Trimble power supplies; (v) fresh or salt water immersion or spray (outside of Subscribed Hardware specifications), or exposure to environmental conditions for which the Subscribed Hardware is not intended including damage caused by natural disaster or act of nature such as floods, fires, tornadoes, hurricanes, earthquakes, or any other environmental act that cannot be seen or prevented or other hazard outside of Trimble's control; or (vi) cosmetic damage. Trimble does not warrant or guarantee the results obtained through the use of the Subscribed Hardware. For the avoidance of doubt, the Trimble Premium Protection Plan does not provide protection against theft, loss, reckless, or abusive conduct associated with the handling and use of Subscribed Hardware, cosmetic damage and/or other damage that does not affect the functionality of Subscribed Hardware, damage from natural disaster, or damage caused during shipment between Customer, the Authorized Reseller, or a Trimble service center.

## 6.2. **Technology Assurance Program.**

### 6.2.1. **Hardware Upgrade.**

6.2.1.1. From time to time Trimble may release an updated or upgraded version of the Subscribed Hardware within the same class or tier (as determined by Trimble in its sole discretion)(each, a "**Hardware Upgrade(s)**"). Customer will have the option to exchange the serialized Subscribed Hardware components of each Subscribed System for Hardware Upgrade, subject to the terms and conditions of the Agreement. Customer must be current on its payment obligations. Customer must provide Trimble with written notice of its request for a Hardware Upgrade. Customer may not request or receive a Hardware Upgrade within 90 days of the expiration of the Initial System Subscription Term (the "**Upgrade Blackout Period**").

6.2.1.2. All Hardware Upgrades are subject to availability, and Trimble shall use commercially reasonable efforts to accommodate each Hardware Upgrade request within one hundred and eight (180) days of the date of receipt of Customer's written request. If Trimble believes in good faith that the Hardware Upgrade

may not be available until some time during the Upgrade Blackout Period, Trimble shall notify Customer and may condition the Hardware Upgrade on the parties executing a renewal Order with a System Subscription Term of at least 3 years (each an “**Eligible Renewal**”).

- 6.2.1.3. All Eligible Renewals automatically include a Hardware Upgrade, unless otherwise agreed upon by the parties.
  - 6.2.1.4. Upon receipt of the Hardware Upgrade, any prior Subscribed Hardware components must be returned to the Authorized Reseller in accordance with Section 4.6 (Return of Subscribed Hardware). For clarity, in the event that Customer receives a Hardware Upgrade in connection with an Eligible Renewal, Customer must return all Subscribed Hardware from the prior Subscription Term, even if it was recently upgraded.
  - 6.2.1.5. In addition to the foregoing, Trimble reserves the right to require Customer, at Trimble’s expense, to accept updates to its Subscribed Hardware at any time upon written notice.
  - 6.2.2. **Software Protection Plan.** Customer will be entitled to receive Support for Subscribed Software and any Subscribed SaaS Product in accordance with the Support Terms. Trimble may, in its sole discretion, forward the fixes or minor updates to the Authorized Reseller for final distribution to Customer. For clarity, Support hereunder expressly excludes major upgrades, or entirely new products, or substantially new Subscribed Software releases, as identified by Trimble.
  - 6.3. **Additional Premium Services and Support Program.** Trimble or the Trimble Authorized Reseller will provide additional services and support as set forth on [Exhibit A](#) for the duration of the applicable Subscription Term.
  - 6.4. **Training.** Trimble or the Authorized Reseller will provide training as set forth on the Order, if any.
7. **Additional Disclaimers.** USE OF THE SUBSCRIBED SYSTEM MAY BE IMPACTED IF CUSTOMER’S SYSTEMS ARE NOT PROPERLY CONFIGURED AND/OR IF EQUIPMENT AND/OR VEHICLES ARE OPERATED IN A MANNER OTHER THAN THEIR INTENDED PURPOSE (AS SET FORTH IN THE MANUFACTURER’S SPECIFICATION OR ELSEWHERE).
  8. **Audit Rights.** Upon Trimble’s written request, Customer shall certify in a signed writing that Customer’s use of the Subscribed Systems is in full compliance with the terms of the Agreement (including any copy and user limitations). With prior reasonable notice of at least ten (10) days, Trimble may audit the copies of the Subscribed Systems in use by Customer provided such audit is during regular business hours. Customer is responsible for such audit costs only in the event the audit reveals that Customer’s use is not in accordance with the licensed or permitted scope of use.

**Exhibit A**  
**Additional Premium Support and Services**

The following premium support and services are available upon arrangement with an Authorized Reseller, to the extent applicable to the Subscribed System ordered.

- Initial deployment and setup of the Subscribed System, including, unpacking, software installation and activation, testing connections, and office software deployment.
- First-tier support will be conducted remotely by an Authorized Reseller, and comes with priority treatment such as priority phone support, priority support case treatment, and onsite support in unresolvable cases as necessary. In the event of an emergency the Authorized Reseller will return calls Monday to Friday from 7am till 5pm (local time) and use commercially reasonable efforts to either troubleshoot the problem or, if unresolvable, to deploy a hot spare with the goal to have the customer up and running within one (1) business day. Second-tier support will require an Authorized Reseller leveraging both Trimble product support and Trimble product management to remedy and resolve the identified issue. If necessary, the Authorized Reseller will coordinate the presence of an on-site resource to help alleviate the immediate issue, or to provide a viable workaround while the initial case is still being resolved.
- Annual clean and calibrations once per year for Total Stations, and annual inspections for X7s.
- Subscription management services - e.g., labeling of Subscribed Hardware, housing of Subscribed Hardware when not in use, inspection and functionality testing between projects.
- Manage returns with Trimble.
- Assistance with software updates on Subscribed Hardware, if needed.

\* Shipping fees may be at Customer's responsibility unless otherwise stated.