

Last Updated: June 26, 2026

These OneMap Master Terms and Conditions (the “**Master Terms**”) apply to and are made a part of each agreement or other document entered into between (a) the Trimble legal entity named on that agreement or other document (“**Trimble**”, “**our**,” “**we**”, and “**us**”) and the company or entity named on that agreement or other document (“**you**” and “**your**”, and “**Customer**” as defined below) (each, a “**Party**,” and together, the “**Parties**”) which agreement or other document expressly incorporates by reference these Master Terms, and may also incorporate and one or more Supplemental Terms for specific Offerings ordered through that agreement or other document (each, “**Supplemental Terms**”) (the agreement or other document together with the Master Terms, Supplemental Terms, any related Statements of Work, and any other amendments, addendums, modifications, exhibits and schedules collectively, the “**Agreement**”). These Master Terms will have no independent force or effect except as incorporated by reference into an Ordering Document.

PLEASE READ THESE MASTER TERMS CAREFULLY, AS THEY FORM PART OF A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US FOR THE SUBSCRIPTIONS AND/OR SERVICES SPECIFIED ON THE ORDERING DOCUMENT. YOU HEREBY AGREE AND ACKNOWLEDGE THAT THESE MASTER TERMS FORM A PART OF, AND ARE INCORPORATED BY REFERENCE INTO, THE ORDERING DOCUMENT, AND SHALL BE BINDING ON YOU AS IF YOU HAD PHYSICALLY SIGNED THESE MASTER TERMS. PLEASE PRINT A COPY OF THESE MASTER TERMS FOR YOUR RECORDS.

BY SIGNING THE ORDERING DOCUMENT INTO WHICH THESE MASTER TERMS ARE INCORPORATED BY REFERENCE, THE PERSON SIGNING THAT ORDERING DOCUMENT ON YOUR BEHALF REPRESENTS AND WARRANTS THAT HE/SHE/THEY HAVE READ THESE MASTER TERMS CAREFULLY, AND IF YOU ARE NOT A PERSON, HAVE THE REQUISITE AUTHORITY TO BIND YOU TO THE ORDERING DOCUMENT WHICH INCORPORATES THESE MASTER TERMS.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. In General.** We are a transportation technology solutions provider dedicated to defining the optimal route to success through innovative routing, mileage, mapping and navigation solutions. Through an Ordering Document, we will provide you and/or your Affiliates with access to Offerings via a Subscription, and/or will provide you with Services. Each Agreement will be independent of other agreements that incorporate these Master Terms. Except to the extent otherwise expressly stated, in the event of a conflict between corresponding clauses the following order of precedence will apply from highest to lowest: these Master Terms, Supplemental Terms, an Ordering Document, a SOW, an addendum, an exhibit, amendment or appendix, and any other applicable additional terms. For Direct Customers, in the event a term or provision in these Master Terms or Supplemental Terms conflict with a corresponding term or provision in a EULA for an Offering for which you have a Subscription and which governs the use of the Offering, the term or provision in this Agreement will control. All quotes and requests made by you are non-binding unless and until accepted by us. Ordering Documents and SOWs are accepted as valid and binding only when signed by us in writing and when fully executed. While you may issue a purchase order for administrative purposes, no provisions of your purchase orders, invoices, associated purchase Documentation, or other business forms will apply to, modify, supersede or otherwise alter the terms of an Agreement or your payment obligations thereunder, and any such provisions will be of no force or effect.

1.1. Definitions.

- 1.1.1. “Affiliate”** means any entity which directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or common control with the Party in question. As used herein, “control” means the power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of 50% (or, if the applicable jurisdiction does not allow majority ownership, the maximum amount permitted under such law) or more of the voting equity securities or other equivalent voting interests of the entity.
- 1.1.2. “AI Service”** means a service, feature, or capability that utilizes artificial intelligence, machine learning models, or other cognitive technologies to process Transaction Data and/or other data and autonomously or semi-autonomously generate outputs, recommendations, decisions, or other actions (collectively, “AI Outputs”) which is offered by or through Trimble.
- 1.1.3. “API Tools”** means the set of subroutine definitions and protocols provided for building connectivity between our Software and third party systems (“API”), software development tools and kits to allow the enriching of applications with advanced functionalities (“SDK”), and related materials and tools (e.g., sample code), the use of which is governed by additional terms and conditions as set forth below, as well as any enhancements or modifications we choose to make to the API or SDK from time to time on a when and if available basis which are made generally available to all End Customers at no charge.
- 1.1.4. “Asset”** means a person, vehicle, device, or other unit used to determine consumption, capacity or usage limits, and/or billing for your Subscription.
- 1.1.5. “Bug Fixes”** means patches to Software, APIs, or SDKs that correct a defect that prevents the Software, API, or SDK from performing in accordance with its Documentation.

- 1.1.6. “**Commencement Date**” means, for a Subscription, the date determined by us and communicated to you on which we give you access to the Software under that Subscription for use by End Users, as evidenced by our records (e.g., the date on which we provide the Software activation key). Billing will commence on the Commencement Date. For Resellers and VARs, the Commencement Date will be the Effective Date of the Agreement (or such other date as we mutually agree upon writing or confirmed email).
- 1.1.7. “**Confidential Information**” means the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by us or you, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature.
- 1.1.8. “**Customer**” means you, who is either (a) a company or entity outside of North America that purchases a Subscription to access and use Software and/or Data Services solely for its own internal business activities and not for redistribution, sublicensing or otherwise for the benefit of any third parties (a “**Direct Customer**”), (b) a company or entity that resells purchased Subscriptions for Software and/or Data Services to End Customers and provides ancillary services to End Customers and their End Users, but does not use Offerings for its own business purposes (a “**Reseller**”), or (c) a company or entity that hosts the Software which has been integrated with an Interfacing Application by you and/or resells access to the Offerings to End Customers as a value-added component of the Interfacing Application (a “**VAR**”). Your Customer type is specified on an Ordering Document; if nothing is specified, you are a Direct Customer for the purposes of the Ordering Document.
- 1.1.9. “**Data Service**” means a service to access certain data, such as but not limited to traffic, weather, or geocode data, which is provided to you via a purchased Subscription. Certain Data Services may be provided at no additional charge as part of a Software Subscription.
- 1.1.10. “**Documentation**” means user documentation, manuals, operating instructions and updated and/or revised instructions for the use and operation of Software and/or Data Services by the End Customer and its End Users.
- 1.1.11. “**End Customer**” means (a) with respect to a Direct Customer, you; (b) with respect to a Reseller, your customer to which you have resold a Subscription to use Software and/or a Data Service pursuant to the Software EULA and applicable Third Party Terms; and (c) with respect to a VAR, your customer to which you have sold a license or Subscription to use an Interfacing Application where the use of the Software and/or Data Services through the Interfacing Application is pursuant to the Software EULA and applicable Third Party Terms.
- 1.1.12. “**End Customer Agreement**” means, with respect to a Reseller or VAR, the agreement between you and your End Customer pursuant to which you provide Subscriptions for Software, Data Services, or an Interfacing Application.
- 1.1.13. “**End User**” means any human or non-human identity (including but not limited to individuals, AI agents, and automated processes) given the right by or on behalf of an End Customer to access and use an Offering under that End Customer’s Subscription solely for the business purposes of that End Customer.
- 1.1.14. “**EULA**” means the end-user license agreement or terms of use applicable to an Offering, as updated by us from time to time.
- 1.1.15. “**Error**” means a defect in the Software that prevents the Software from functioning substantially in accordance with the Software specifications, if any, as are set forth in the Documentation.
- 1.1.16. “**Interfacing Application**” means a Customer product or service which has been integrated with Software for which you have purchased a Subscription from us (for use or resale depending on Customer type) using the API Tools.
- 1.1.17. “**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.
- 1.1.18. “**Offering**” means any Software, AI Services, Data Services, or Professional Services.
- 1.1.19. “**Our Materials and Technology**” means our Software (compiled or otherwise), AI Services, Data Services, Documentation, and any written and electronic materials, proprietary information, Documentation, code, technology, systems, infrastructure, equipment, and trade secrets developed, provided or used by us, our Affiliates, or our subcontractors to produce and provide Software and/or Data Services together with all Intellectual Property Rights therein, together with all modifications, improvements or changes thereto. Our Materials and Technology include without limitation (i) Our Data, (ii) proprietary electronic architecture and other non-literal elements of the Offerings developed by us, (iii) functional and technical specifications and other technical, training, reference or service information, Documentation and manuals and updates thereto, including without limitation Customer-generated

agents, skills, or automated processes created and/or deployed using an AI Service (“**Customer-Generated AI Agents**”) but specifically excluding Your Data used therein, (iv) API Tools, customized applications and computer programs, (v) processes, methods, algorithms, ideas, and other “know how,” (vi) data and information provided or sourced by us, including Our Data but specifically excluding Your Data, and (vii) network equipment and architecture used by us to provide SaaS.

1.1.20. “Ordering Document” means an initial or supplemental order, or similar document, physically or electronically executed by the Parties specifying Subscription rights granted to you and/or Services ordered by you, together with quantities and pricing.

1.1.21. “Our Data” means, collectively, (a) any Trimble or third party map data, such as but not limited to geographic, infrastructure, and similar features and information (“**Map Data**”), revisions to Map Data which are provided by us on a “when and if available” basis (“**Map Updates**”), location data establishing positioning of assets and locations within Map Data including geolocation and places data (“**Location Data**”), or other data including dwell time data which is available through or used by us to provide our Software, whether developed by us or sourced from our third parties as Third Party Content.

1.1.22. “Professional Services” means any implementation services, installation services, training services, or other professional services provided by us to an End Customer as described in an Ordering Document and/or SOW.

1.1.23. “SOW” means a statement of work, work order, change order, or any other similar mutually agreed upon written agreement, governing the provision of support & maintenance, Professional Services, installation, or other Services, which may include without limitation Services methodology, deliverables and training, and fees.

1.1.24. “Software” means the object code version of any software, library, utility, tool, or other computer or program code as well as the related Documentation, whether (a) locally installed on an End Customer’s systems (“**Installed Software**”) or (b) provided as a service through the Internet or other remote means such as websites, portals, and “cloud-based” solutions (“**SaaS**”), as well as any enhancements or modifications we choose to make to the Software from time to time on a when and if available basis and make generally available to all End Customers at no charge, or for which an add-on Subscription is purchased by you.

1.1.25. “Subscription” means (a) for Direct Customers, a fixed term right or license to use an Offering, which Subscription right is purchased by you through an Ordering Document; (b) for Resellers, a fixed term right or license to use an Offering, which Subscription right is purchased by you through an Ordering Document and resold by you to an End Customer; and (c) for VARs, a fixed term right to integrate Software with an Interfacing Application and allow customers of the Interfacing Application to use the Software through such integration. As specified in an Ordering Document, a purchased Subscription may be a “**New Subscription**” which is a Subscription for an Offering for which you have not previously purchased a Subscription, an “**Incremental Subscription**” which is in addition to any other Subscriptions previously purchased by you, or an “**Upgrade Subscription**” which replaces the existing Subscriptions for the same Offering previously purchased by you. Incremental and Upgrade Subscriptions will be co-terminous with the existing or replaced Subscription and will be billed for the initial term on a pro-rata basis.

1.1.26. “Third Party Content” means Software, data, or other content or materials owned by persons or entities other than us.

1.1.27. “Your Data” means the freight, driver, routing information, location (including GPS pings), load movement, and other transportation and telematics data collected by or provided to us, or input, transmitted, or provided by a User in connection with such User’s use of an Offering.

1.1.28. “Warranty Period” means, for Installed Software, a period of ninety (90) calendar days following the Commencement Date, and for SaaS, the Subscription term.

2. Grant of Rights; Restrictions.

2.1. To You. For the term of the Agreement, we grant to you (and only you), and you accept, a personal, non-assignable, non-transferable, non-exclusive, limited right, within the territory specified in the Ordering Document (the “**Territory**”):

(a) if you are a Direct Customer, for you (as the End Customer) to install and for its End Users to use the Software, for you to integrate your systems with the Software using the API Tools, and for you to use any subscribed Data Services, pursuant to and for the term of a purchased Subscription, for your own internal business activities in accordance with the terms of the Agreement and the applicable EULA, and not for redistribution, sublicensing or otherwise for the benefit of any third parties. You may not provide ancillary services (including but not limited to support and maintenance services) for Offerings to any other third party other than its End Users.

- (b) if you are a Reseller, to resell purchased Subscriptions (in object code form only for Installable Software) to End Customers, to integrate your systems with subscribed-to Software using the API Tools for the benefit of End Customers, and to provide ancillary services to End Customers and their End Users, all in accordance with the terms of the Agreement. Resellers may not use Offerings for their own business purposes.
- (c) If you are a VAR, to integrate the Software with an Interfacing Application using the API Tools for the benefit of End Customers, to resell access to the Software to End Customers as a value-added component of the Interfacing Application, and to provide ancillary services to End Customers and their End Users (and if approved by us, to deploy Installable Software to End Customers' End Users who have a valid right to use the Installable Software), all in accordance with the terms of the Agreement. VARs may not use Software for their own business purposes.

2.2. Your Additional Obligations. During the term of this Agreement, you will:

- (a) promptly report to us (i) any discovered or suspected material performance related Errors in the Offerings and to the extent possible provide us with a documented example of such Errors, (ii) any End User complaints of whatever nature, (iii) any legal claims of which you become aware relating to your subscribed Offerings, or (iv) any infringement or other misuse of our intellectual property of which you become aware, and provide us with reasonably requested assistance with respect to any actions taken by us resulting therefrom.
- (b) Be responsible for providing training and oversight for your Users operating AI Services, and promptly notify us of any inaccurate or incorrect AI Outputs arising or resulting from the use of an AI Service or Customer-Generated AI Agents.
- (c) to the extent you are integrating an Offering with an Interfacing Application, you will conspicuously display our copyright and trademark notices on the Interfacing Application, but in any event no less prominently than your own copyright and trademark notices.

2.3. Reservation of Rights and Ownership; Feedback. Our Materials and Technology and all other material owned by, developed by, or licensed to us, including but not limited to program output, are the exclusive property of us and/or our licensors. You acknowledge that Our Materials and Technology are licensed and not sold to you, and that no title to or Intellectual Property Rights in Our Materials and Technology is transferred to you or an End Customer. You do not acquire any ownership interest in Our Materials and Technology under this Agreement, or any other rights to them other than to use the Software, Data Services, API Tools, and Documentation in accordance with the Subscriptions purchased under this Agreement, subject to all terms, conditions, and restrictions. We and our licensors and service providers reserve, and will retain, their entire right, title, and interest in and to Our Materials and Technology, including all Intellectual Property Rights therein, subject to the Subscriptions expressly purchased by you through an Ordering Document. You will safeguard all Software (including all copies thereof) and access credentials from infringement, misappropriation, theft, misuse, or unauthorized access or use. United States copyright law and international treaty provisions protect the Software, including data transmitted by the Software. You agree that any copies of Installed Software will contain the same proprietary notices that appear on and in the original. The copyright to the Offerings is held by Trimble Inc. or its licensors. Full copyright details are available at <https://maps.trimble.com>. Work performed and deliverables created by us under the Agreement, including without limitation via Services, will constitute Our Materials and Technology, and for the avoidance of doubt will not be considered "works made for hire" owned by you. You have no rights in or to Offering source code under these Master Terms or any Agreement or data provided by us through the Offerings. We agree that as between you and us, (a) you or End Customers (as applicable) will own Your Data, and (b) you or End Customers (as applicable) will own any original and unique output generated through the use of an AI Service, subject to Trimble's underlying ownership of Our Materials and Technology which shall not be owned by such party (and provided Trimble retains a non-exclusive, royalty-free right and license to use AI Outputs solely to the extent necessary to provide, maintain, and improve the AI Services made available to End Customers, which expressly excludes AI model training).

You may from time to time provide suggestions, comments, or other feedback (collectively, "**Feedback**") to us with respect to the Offerings. You agree that all Feedback is and will be given entirely voluntarily and will not be considered your Confidential Information. You will not provide any Feedback that is considered Confidential Information by a third party, or that is subject to third party license terms that restrict our right to use Feedback for any purpose without attribution, payment, or licensure requirements. You hereby grant to us and our Affiliates a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and otherwise exploit the Feedback.

2.4. Restrictions. Except as otherwise expressly permitted in writing by us, you will not have any right to use, and if you are a Reseller or VAR you will not authorize any permit any End Customer to use, any version of the Software other than the version(s) designated from time to time by us as the most recent version(s) of the Software. Except as expressly permitted below, you will not: (i) transfer, publish, disclose, display or otherwise make available any of Our Materials and Technology to any third party, except to the limited extent necessary in accordance with the grant of rights above; (ii) copy, modify, tamper with, alter, create derivative works of, sublicense, resell (except for the resale of Subscriptions by a Reseller to an End Customer as expressly permitted

above), lease, loan, rent, convey, pledge as security or otherwise encumber, or act as a service bureau with respect to any of Our Materials and Technology; (iii) reverse engineer, decompile, translate, adapt or disassemble any of Our Materials and Technology in an attempt to reconstruct or discover the design, source code, algorithms, databases, or data structures thereof for any other purpose, except and only to the extent expressly permitted by law; (iv) remove, delete or alter any trademarks or any copyright, trademark, patent or other Intellectual Property Rights notices from any of Our Materials and Technology; (v) modify any Documentation except with our express prior written permission to do so for use by your End Users only; (vi) use any of Our Materials and Technology in violation of applicable laws, rules, regulations, codes or ordinances; (vii) engage in any illegal, unfair, deceptive or unethical practices (including but not limited to disparagement of the Software and Services or other practices which may be detrimental to us); or (viii) cause or authorize any third party (including, with respect to Resellers, any End Customer) to do any of the foregoing.

- 2.5. **Evaluation Subscription.** With respect to Resellers and VARs only, if requested by you from time to time via our designated process and at our sole discretion, we will provide you with a no-charge evaluation Subscription to Software and/or Data Services for you to make available to a prospective End Customer for that prospective End Customer's evaluation purposes, such evaluation not to exceed two (2) months in duration. Use of an evaluation Subscription will be subject to a EULA. The evaluation period may be extended by us at our sole discretion. If you do not deactivate (or request we deactivate) an evaluation Subscription at the end of the evaluation period, we may bill you for that evaluation Subscription.
- 2.6. **Beta Software.** During the Term, we may offer and you may choose in its sole discretion to access to non-production, preview functionality within the Software that has not completed our quality assurance and validation process, whether designated as alpha, beta, pilot, early access, limited release, developer preview, non-production, or by a similar description and regardless of whether free or paid ("**Beta Software**"). You may use Beta Software for non-commercial purposes only, specifically, for internal evaluation to determine whether to purchase a license or Subscription to the Beta Software if commercialized by us. Beta Software may be available for a limited time only, and we may remove your access to Beta Software at any time. We may require you to accept additional terms for Beta Software or to provide feedback regarding your use of Beta Software. We may at our discretion choose not to release or further develop Beta Software. Beta Software may be inoperable, incomplete, or include features that we may never release, and their features and performance information are our Confidential Information. Notwithstanding anything else in the Agreement: (a) we have no obligation to retain Your Data used with Beta Software; (b) Beta Software is provided "AS-IS" with no warranty, indemnity, service levels, or support; and (c) all use of Beta Software is at your sole risk and we will not have any liability with respect to, and you will hold us harmless from and against, any Errors, losses, or damages caused by your usage of, Beta Software (without limiting the foregoing, our liability for Beta Software will not exceed 50 in your local currency).
- 2.7. **Software and Services Changes.** We may from time to time: (i) modify, expand, update or otherwise change portions of the version of Offerings for which you have a Subscription and the platform(s) on which SaaS are provided; (ii) update the EULA applicable to Offerings for which End Customers have purchased a Subscription; or (iii) require End Customers with a Software Subscription to install and/or use (as appropriate) new versions of that Software and/or associated Documentation. Any such changes shall be without prejudice to existing Subscriptions to use versions of Installed Software already implemented at the date of expiry of the notice period; and further provided that notwithstanding any language to the contrary herein, the End User shall have the option, but only if we have received and continues to receive all payments due under the Ordering Document, to continue use of previous versions of Installed Software, which use shall be supported by us for a period of time determined by us in our sole and reasonable discretion. You acknowledge that the provision of Offerings at any given point in time does not constitute a promise by us to continue to provide such Offerings.
- 2.8. **Support.** You and/or End Customers are responsible for providing End User support for general End User questions and issues regarding the Offerings ("**Tier 1 Support**"). Tier 1 Support includes, by way of example, issues with user credentials, inability to access Offerings due to issues with non-Trimble network or hardware, training on the use of the Offerings, etc. We will provide End Customers with warranty support (including Bug Fixes if determined appropriate by us) pursuant to the limited Software warranty set forth in this Agreement, and technical or operational assistance with Offerings in response to direct specific End User support inquiries which cannot be answered through Tier 1 Support and are escalated to our support team, in the manner in which we provide such support to our customers generally ("**Tier 2 Support**"). We will also provide you and/or the End Customer with pre-deployment and integration support to personnel in charge of deploying the Software pursuant to a Subscription, in the manner in which we provide such support to our customers generally ("**Pre-Deployment Support**"). Additional support terms for a specific Software product or Data Service may be included in Supplemental Terms for that Software product or Data Service. Trimble MAPS will not provide support if services are required because of (a) improper use, (b) your failure to implement or distribute to End Users corrections to the Software and Services, (c) causes external to the Software and Services, or (d) unauthorized modification of the Software and Services by anyone other than Trimble MAPS. Product education and a list in English of Frequently Asked Questions (FAQs) is located at <https://maps.trimble.com/support/>.

- 2.9. Security Features.** Offerings may include product activation, copy protection, license authentication, and other security and anti-piracy features, protections, and technology to prevent unauthorized copying and use (“**Security Features**”). The EULA includes audit rights for End Customers to allow us among other things to validate that End Customers are not exceeding the usage permitted by their Subscription. We (and any third-party service providers that we use to monitor and ensure compliance) may use the foregoing information to validate the authenticity of your Subscription, to register your Subscription, for license metering and to protect us against unlicensed or illegal use of Offerings. With respect to activation, when provided with a Product Key Code, Apple or Google order number, or any other similar mechanism, you will need to activate your Offering with the associated method in order to use it. If you try to install and/or activate an excessive or unauthorized number of times, on an unauthorized device, or in an unauthorized environment, Security Features may cause your Offering to lock and prevent further activation. Refer to our Help Page at <https://activate.trimblemaps.com> for more information about activation and anti-piracy protection.
- 2.10. Security Obligations.** Each Party will maintain an industry standard information security program that contains administrative, technical, and physical safeguards reasonably designed to protect the security and confidentiality of the other Party’s Confidential Information (and with respect to you, any of our Software, Data Services, and Documentation within the possession, custody, or control of you and your service providers) against unlawful or inadvertent access to, or unauthorized processing, disclosure, destruction, damage or loss thereof.
- 2.11. Data Collection and Use; Privacy.** We may, directly or indirectly through the services of third parties, collect and store information about End Customers and their End Users’ interaction with and use of Offerings, about devices on which the Software is installed or through which Software and/or Data Services are otherwise accessed and used, about use of support services, and about the functioning of Security Measures included in the Offerings. We may share information about End Customers with our Affiliates for business purposes and when necessary for the performance of our obligations. You agree that we may use collected information for any purpose related to any use of the Offerings by End Customers or on End Customers’ equipment, including but not limited to for support purposes, to develop new features, to verify your compliance with the terms of this Agreement, for data analytics, to enforce our rights under this Agreement, and to improve the quality of our products and services. We may rely on third party analytics services to collect and process data and such data is stored and processed on servers located in the United States of America and the European Union. For the avoidance of doubt, we will not use Your Data to develop, train, and improve our AI models and services without your prior consent, provided however that we may use Your Data to train an AI Service included in your Subscription so long as that AI Service which has been trained on Your Data is only made available to you and is not made available to any other Trimble customer.

Additionally, we may, but are not obligated to, collect location based information through your use of Software and may use this location-based information for support purposes, to develop new features, and overall to improve the quality of our products and services in an anonymized manner. If we collect location-based information and/or usage data through the Software, we will provide you with the ability, through the Software, to opt-out of our collection of such information for these purposes. Some features of the Software use detailed location and route information, for example, GPS data and other information sent by the device on which Software is installed and activated. These features cannot be provided without utilizing this information and we do not offer an opt-out for this use.

Without limiting the foregoing, you give us and our Affiliates a royalty-free, fully paid-up right to anonymize collected information, including but not limited to Your Data, and to use anonymized data, as well as data regarding End Customers’ and their End Users’ use of the Offerings and summary or derivative information based thereon, for our and our Affiliates’ analytical and other business purposes during and following your use of the Offerings, provided that neither you nor any End Customer will be identifiable as the source of any the anonymized information. For the avoidance of doubt, anonymized data will be our property.

With respect to our processing of personal information which is governed by applicable US data privacy laws, rules, and regulations, the US Data Processing Addendum for Customer Personal Information located at <https://www.trimble.com/privacy/us-dpa-customer> is herein incorporated by reference. With respect to our processing of personal information which is governed by GDPR, please see the Standard Contractual Clauses available at <https://www.trimble.com/privacy>. Our collection and use of data through your interactions with us and our Offerings is governed by the Trimble Privacy Notice at <https://www.trimble.com/privacy> and the Trimble Maps Supplemental Privacy Notice at <https://maps.trimble.com/privacy>. These policies explain how we collect and use your information when you visit our web properties or use our Offerings. You agree to the use of your data in accordance with these policies. In the event of a conflict between them, the Trimble Maps Supplemental Privacy Notice will control.

- 2.12. EULA Obligations.** If you are a Direct Customer, your End Users’ use of Offerings is subject to and governed by the EULA for that Offering, and the EULA (and any applicable Third Party Terms) must be accepted by End Users, or by the End Customer on behalf of all End Users, prior to the first use of the Offering. If you are a Reseller or VAR, you covenant that the applicable EULA, together with any applicable Third Party Terms, will be presented to and accepted by the End Customer on behalf of itself and its End Users through the End Customer

Agreement (whether as a URL link or the terms themselves), but in no event later than the first use of the Offering (whether directly or through an Interfacing Application) by the End Customer's End Users. You may also satisfy this requirement by including the EULA(s) and applicable Third Party Terms, in a printed document provided to and signed by each End User.

3. Fees and Payments; Suspension Right; Audit.

- 3.1. Fees.** In consideration for the rights granted in this Agreement, you agree to pay to us, without any deduction or set-off, the fees and other amounts payable to us set forth in the Ordering Document or SOW, or elsewhere in the Agreement. Subscription fees and other recurring fees are invoiced in advance at the start of the billing cycle (provided that we may require a quarterly billing cycle if your Subscription fees and other recurring fees are less than 60,000 per year in your local currency, or an annual billing cycle if less than 30,000 per year in your local currency). Services fees or usage-based charges (e.g., on-demand services or transaction-based pricing) that are prorated by us for usage less than the full billing cycle are billed in arrears at the end of the billing cycle.

Invoices are sent electronically; will be due thirty (30) calendar days from date of invoice; and will be paid in the currency specified in the Ordering Document or invoice (or USD if no currency is specified), by check or wire transfer. No credit, carryover or refund will be given for data paid for but not used in a billing cycle, or for other intangibles (e.g., Services hours) allocated or available for use during, but not utilized by you by the end of, a usage or Subscription period. Delinquent payments not contested by you in good faith will bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law. We have the right to periodically review your credit and, if determined reasonably necessary by us, to change your payment terms, and/or demand advance payment, satisfactory security (such as, but not limited to, a confirmed, irrevocable letter of credit acceptable to us), or a guarantee of prompt payment prior to shipment or service activation. If you do not object in writing to an invoiced amount within thirty (30) calendar days of the date of invoice, you will be deemed to have acknowledged the correctness of that invoice and to have waived your right to dispute that invoice. A dispute as to a portion of any invoice or amount owed will give you the right only to withhold or delay payment of only the disputed portion of that invoice or amount owed. You agree to be liable to us for all costs of collection of past due amounts (including attorneys' fees). You will use diligent good faith efforts to resolve any payment dispute within thirty (30) calendar days of raising the dispute. Refunds are not allowed under this Agreement.

Offerings are provided as a Subscription license. All fees are based on Licenses purchased and not actual usage, payment obligations are non-cancelable, fees paid are non-refundable and the number of Subscriptions purchased cannot be decreased during the relevant Subscription term stated in this Agreement. Customer agrees that its purchase is neither contingent upon the delivery of any feature functionality or features not dependent upon any oral or written public comments made by us with respect to such future functionality or features.

- 3.1.1. Fee Increases.** The fee for each active Subscription will be fixed for a period of twelve (12) months from the commencement of billing for that Subscription, and may thereafter be increased no more than once every twelve (12) months during the Subscription term upon at least ninety (90) calendar days notice to you.

- 3.1.2. Taxes.** Our stated prices and fees do not include, and are exclusive of, applicable federal, provincial, state and local 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 your responsibility to pay. Unless you provide us with direct payment authority or a valid exemption certificate for the appropriate jurisdiction, you will pay us all such taxes, charges and fees invoiced by us in connection with the sale, delivery or provision of Software, Data Services, and Services.

- 3.2. Suspension Right.** Notwithstanding anything to the contrary in the Agreement, without prejudice to any other right or remedy we may have, we may suspend our performance under the Agreement without liability to you or any third party, including without limitation suspending the right of a Reseller or VAR under this Agreement to distribute, install, and provide ancillary services for Software, Data Services, and Subscriptions and suspending End Customers' use of Offerings and administrative portals and our provision of Services and warranty processing, (a) on five (5) business days prior notice to you if you fail to pay any amount not contested by you in good faith by the due date or fail to use diligent good faith efforts to resolve a good faith payment dispute (unless cured during such notice period), or (b) immediately if you, and End Customer, or an End User's acts or omissions threaten the integrity or security of Software, Data Services, systems, products or infrastructure (provided we will use commercially reasonable efforts to provide you with advance notice of such suspension where we determine exigent circumstances do not exist). We will lift such suspension once such issue or failure is cured to our reasonable satisfaction, such as payment in full of delinquent amounts with interest. You will continue to be charged for Subscription and other fees during such suspension. If you attempt to access or manipulate Your Data utilizing third party software during suspension, we disclaim and you hold us harmless from any responsibility or liability relating to lost or altered data or related damages. Further, we may monitor usage and restrict, limit, or suspend a User's access where we reasonably determine that User is using our Offering in a manner that (i) exceeds reasonable request volumes, (ii) constitutes inefficient, excessive or abusive usage, or (iii) disrupts, degrades, or adversely affects the availability or performance of the services for other Users (we

will use commercially reasonable efforts to provide written or email notice of any such action as promptly as possible). We will lift such suspension, restriction, or limitation if such issue or failure is cured to our reasonable satisfaction.

- 3.3. Audit.** During the term of this Agreement and for a period of two (2) years thereafter, you agree to maintain accurate accounts and records in accordance with generally accepted commercial and business accounting principles and practices to enable us to verify your compliance with your reporting and payment obligations under this Agreement. We will have the right upon thirty (30) days' written notice at any time during your normal business hours to send an independent accountant to audit your books and records relating to payments due to us under this Agreement and to verify the fees paid or payable to us under the Agreement during the two (2) year period prior to the date of such audit. Such audit right may be exercised by us only once every twelve (12) months, except where we have discovered a prior discrepancy in which case we may conduct up to two (2) additional audits during the following twelve (12) month period. We will treat audited records as your Confidential Information. If an audit performed pursuant to this paragraph discloses amounts that were underbilled or not billed to you, we will have the right to invoice you for such amounts. Each such audit will be carried out at our expense unless the audit reveals a deficiency of three percent (3%) or more of the total invoiced amounts subject to the audit, in which case you will reimburse us for the documented audit costs incurred by us in conducting such audit within thirty (30) calendar days of the completion of the audit.
- 4. Confidentiality.** Each Party ("Recipient") agrees (a) to hold Confidential Information disclosed to it by the other Party ("Discloser") strictly confidential and to not share, disclose, or provide Discloser's Confidential Information to any third party except as expressly set forth herein; (b) to maintain the confidentiality and security of Discloser's Confidential Information using the same care as it uses with its own information of like importance, but no less than reasonable care; and (c) to restrict access to Discloser's Confidential Information to those of its and its Affiliates' employees, contractors, consultants, agents, and legal and financial advisors ("Representatives") who have a need to know the information in connection with the exercise of Recipient's rights and performance of Recipient's obligations under the Agreement who (i) have been notified of the confidential nature of the disclosure and (ii) are under an enforceable obligation to hold the Confidential Information in confidence under terms and conditions at least as restrictive as the terms and conditions of the Agreement. Recipient will be responsible for any breach of the Agreement by the Representatives of Recipient or its Affiliates. For the avoidance of doubt, the terms of the Agreement, and Our Materials and Technology, are our Confidential Information. Confidential Information will not include information that Recipient can reasonably demonstrate through written evidence (A) is or becomes generally publicly available other than due to the acts or omissions of the Recipient, its Affiliates, or their Representatives; (B) is rightfully in Recipient's possession on a non-confidential basis prior to receipt from Discloser; (C) is lawfully received, without obligation of confidentiality, by Recipient from a third party; or (D) is independently developed by or for Recipient without use of or reference to Discloser's Confidential Information. We will be entitled to disclose Your Data if required pursuant to judicial, governmental or administrative process, requirement, order or disclosure demand. The Parties' confidentiality obligations hereunder will survive the termination or expiration of the Agreement for a period of two (2) years, except that each Party will maintain the confidentiality of any Confidential Information labeled by a Discloser as a trade secret indefinitely until it becomes part of the public domain through no act or omission of Recipient, its Affiliates, or their Representatives.

5. Term and Termination.

- 5.1. Term.** The term of the Agreement will commence as of the Effective Date and will terminate on the date of termination or expiration of the last Subscription thereunder.

The initial term of each Subscription purchased under an Agreement begins on the Effective Date and continues until the end of the Subscription term specified on the Ordering Document (or if not specified on the Ordering Document, for a period of twelve (12) months), measured from the Commencement Date (the "**Initial Subscription Term**"). Billing will begin on the Commencement Date for that Subscription. Each Subscription shall automatically renew for successive one (1) year renewal terms unless notice of non-renewal is provided by a Party to the other Party at least ninety (90) calendar days before the end of the then-current term (each, a "**Renewal Subscription Term**") (the Initial Subscription Term and any Renewal Subscription Terms collectively, the "**Subscription Term**").

- 5.1.1. Early Termination Charge.** The Subscription pricing provided under the Ordering Document is based on the Subscription term commitment made by you. If you terminate a Subscription prior to the end of the then-current Subscription Term, (a) you will endeavor to give us at least ten (10) business days prior written notice of such early termination, (b) such early termination constitutes a breach hereunder, and (c) regardless of whether such notice was provided, as our sole and exclusive remedy for your early termination of that Subscription under this Section 5.1.1 you agree to pay to us an early termination charge equal to the number of months remaining in the then-current term multiplied by the monthly Subscription fee (or prorated monthly fee if the Subscription fee is for a different period) for that Subscription, plus applicable taxes. You acknowledge that (i) the Subscription fees you agreed to in the applicable Ordering Document(s) reflected our expectation that you would use our Software for the duration of the Subscription Term and was set accordingly, (ii) our actual damages arising from such

termination are impossible to ascertain and are not capable of being ascertained by any satisfactory and known rule, (iii) the termination charges are a good faith, fair and reasonable estimate of such damages, and (iv) such charges constitute liquidated damages and not a penalty or forfeiture, and shall not be deemed to be a penalty or forfeiture.

5.2. Termination; Survival. A Party may terminate the Agreement upon written notice to the other Party in the event the other Party materially breaches any of its representations or warranties made hereunder or materially fails to substantially perform its obligations under the Agreement, provided that written notice of such breach or failure has been provided by the non-breaching Party specifying such breach or failure, and if such breach or failure is capable of cure, the breaching Party fails to cure such breach or failure or provide a written plan of cure reasonably acceptable to the non-breaching Party within thirty (30) calendar days of the breaching Party's receipt of such notice. Further, we may terminate the Agreement and all Subscriptions immediately and without notice to or opportunity to cure by you in the event (i) you intentionally use Offerings in a fraudulent manner or in violation of any applicable laws, rules or regulations; (ii) there is a change of law, statute, or regulation that prevents us from providing our Offerings to you; (iii) you are listed on, or are fifty percent (50%) or more owned or controlled, directly or indirectly and either individually or in the aggregate, by an entity or person that is listed on, one or more export screening lists maintained by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury, including but not limited to the Entity List, the Denied Persons List, the Unverified List, and the Specially Designated Nationals and Blocked Persons List, or other similar lists maintained by any applicable governmental authority; or (iv) to the extent permitted by law, you seek an order for relief under applicable bankruptcy laws, or a composition with or assignment for the benefit of creditors, or dissolution or liquidation, or if proceedings under any bankruptcy or insolvency law are commenced against you and are not discharged within thirty (30) calendar days. If an Ordering Document for a Subscription specifies a target volume and you do not achieve that target volume, we may in our sole discretion terminate that Subscription for cause upon delivery of thirty (30) calendar days prior written notice to you. Your payment obligations, and any term or provision that applies to events occurring following termination or expiration or which expressly or by implication are intended to come into or continue in effect on or after termination or expiration (but expressly including Sections 3.1, 3.3, and 4-9), will survive the termination or expiration of the Agreement.

5.3. Events Upon Termination. Upon termination or expiration of this Agreement for any reason, (i) each Party will cease performance of its obligations under this Agreement which do not survive termination or expiration; (ii) all fees and expenses due to us under the Agreement in connection with Subscriptions and Services provided on or prior to the effective date of termination or expiration will be come immediately due and payable by you; and (iii) each Party will promptly destroy any of the other Party's Confidential Information or other materials in its possession or control provided to it by or on behalf of the other Party pursuant to this Agreement and will provide a written certification of destruction executed by an officer upon request, provided, however, that neither Party will be required to destroy or return digitally archived data stored as part of its standard network back-up practices provided that the data is secured and not readily accessible and is destroyed in accordance with its regular backup retention cycle, provided that while in its possession such Party continues to treat the data in accordance with its confidentiality obligations set forth in the Agreement.

In addition, you will, as instructed by us, either return to us or otherwise irretrievably delete or dispose of from all computers and systems in the possession, custody, or control of you or your service providers, all copies of the Software and Documentation and shall provide a written certification of the same to us. For SaaS Software, you acknowledge and agree that no earlier than thirty (30) days following receipt of the notice of termination, we may deactivate your account and no earlier than sixty (60) days following receipt of notice of termination, we may immediately delete all of your Your Data and any other data and files in your account. We will not be liable to you or to any third party for any related termination of your access or deletion of data of any kind.

6. Disclaimers. Our Offerings are intended for use only as a tool for navigation. Using Software such as mobile applications, and Data Services, while controlling a vehicle can be distracting and dangerous and can lead to accidents. Traffic, routings, and Data (including Map Data, Map Updates, and Location Data) may not be accurate or timely. End Users must respect locally applicable traffic rules and regulations and use Offerings with common sense, and End Customers are responsible for informing their End Users that they have to comply with these obligations. THE REALITY OBSERVED ON THE ROAD, INCLUDING ROAD SIGNAGE, ROAD MAINTENANCE, AND EMERGENCY PERSONNEL, AND TRAFFIC RULES AND REGULATIONS ALWAYS TAKE PRECEDENCE OVER THE INFORMATION PROVIDED BY NAVIGATION OR OTHER OFFERINGS. We are not responsible for and disclaim all liability for any consequences resulting from route calculation, even if you consider the route/itinerary not to be the most direct, not the shortest, and/or not the least expensive. Information in the Offerings and its accompanying materials is subject to change without notice and does not represent a commitment or endorsement by us. Suggested routings and data are based on third party map data which may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results. We are not responsible for the operation or failure of operation of Global Positioning System ("GPS") or Global Navigation Satellite System ("GNSS") satellites or base stations or the availability of GPS or GNSS satellite signals.

If we provide you with the ability to customize map data used by End Users (“**Custom Map Data**”), such as but not limited to adding private roads and modifying clearances, you assume all responsibility for, and hold us harmless from and against any damages or losses resulting from, any use of Custom Map Data (including but not limited to any changes made to map data while an End User is using and relying on such map data). If you voluntarily choose to share Custom Map Data with us for Trimble’s use, (a) you grant to us and our Affiliates an irrevocable, worldwide, perpetual, non-exclusive, royalty-free, sub-licenseable and transferable license to evaluate, use, copy, distribute, prepare derivative works, display in public and publicly perform your Custom Map Data for their business purposes (provided we are not obligated to incorporate your Custom Map Data into our products, Software, or solutions), and (b) you represent and warrant that you have all rights and consents necessary to provide such data to us and to allow us and our Affiliates to use such Custom Map Data.

Certain features of the Software, Data Services, and Third Party Content, including the download of map data and SMS messaging, require connection to the Internet directly or through a wireless or cellular connection in order to function. End Customers may incur data charges through our collection of information through, and from your use of, the Software, Data Services, and Third Party Content, and we are not responsible for any incurred data charges. Roaming may also increase the data charges. End Customers are solely responsible for obtaining any necessary Internet, data, or wireless subscription plans with their service providers, for any incurred fees associated with such plans, and for compliance with their terms.

Offerings are provided for access for different areas in the world. You acknowledge and agree that you may not be able to access all or some of the same features, functionality, and content depending on where you are located in the world. Access to Offerings may not be legal by certain persons or in certain countries. At all times, you are responsible for compliance with local laws, rules, and regulations.

SOFTWARE, DATA SERVICES, DOCUMENTATION, AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO SOFTWARE, AI SERVICES (INCLUDING AI OUTPUT), DATA SERVICES, DOCUMENTATION, AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE DO NOT PROVIDE ANY WARRANTY OR UNDERTAKING, AND MAKE NO REPRESENTATION OF ANY KIND, THAT THE SOFTWARE, DATA SERVICES, DOCUMENTATION, AND SERVICES WILL MEET ALL OF YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, DATA SERVICES, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, COMPLETE OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. YOU ACKNOWLEDGE THAT AI SERVICES ARE PROBABILISTIC TOOLS AND THEIR OUTPUT MAY CONTAIN INACCURACIES, ERRORS, OR MATERIAL THAT IS INCOMPLETE OR OBJECTIONABLE. AI-GENERATED OUTPUT MAY BE SIMILAR OR IDENTICAL TO OUTPUT GENERATED FOR OTHER USERS OF THAT AI SERVICE, AND NO EXCLUSIVITY IS GRANTED WITH RESPECT TO AI OUTPUT. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR, AND WILL HOLD TRIMBLE HARMLESS FROM AND AGAINST ANY LIABILITY OR DAMAGES INCURRED BY YOU ARISING FROM, THE REVIEW, VERIFICATION, AND ULTIMATE USE OF ALL AI-GENERATED CONTENT; THE OUTPUT, DECISIONS, AND ACTIONS OF ANY CUSTOMER-GENERATED AI AGENTS OR AI SERVICE; OR THE ACCURACY, AVAILABILITY, OR COMPLETENESS OF ANY CONTENT OF ANY THIRD PARTY SYSTEMS OR DATA SOURCES YOU CONNECT TO A CUSTOMER-GENERATED AI AGENT OR AI SERVICE. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY AI-GENERATED CONTENT OR ACTIONS. FEATURES LABELED AS “PREVIEW”, “BETA”, “EARLY ACCESS”, “COMING SOON”, OR EQUIVALENT MAY BE INCOMPLETE, CHANGE MATERIALLY, OR BE WITHDRAWN, AND WE DO NOT GUARANTEE BACKWARD COMPATIBILITY FOR SUCH FEATURES. MAP, ROAD CONDITION, DRIVING DIRECTIONS, AND NAVIGATION DATA MAY BE SOURCED FROM THIRD PARTIES AND MAY BE INCORRECT OR INACCURATE HOWEVER SOURCED, AND WE ARE NOT LIABLE FOR ANY ERRORS OR INACCURACIES. CERTAIN FEATURES MAY RESULT IN THE TRANSFER OF DATA OVER INTERNET, WIRELESS, OR CELLULAR CONNECTIONS, WHICH MAY OR MAY NOT BE ENCRYPTED. WE ARE NOT RESPONSIBLE FOR THE AVAILABILITY OF INTERNET, WIRELESS, OR CELLULAR CONNECTIONS OR THE SECURITY OR INTEGRITY OF DATA TRANSMITTED OVER THOSE CONNECTIONS. SPATIAL, SPECTRAL, AND TEMPORAL ACCURACY IS NOT GUARANTEED. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THESE TERMS. Some jurisdictions may not allow the exclusion of implied warranties on how long an implied warranty may last, which means the above limitations or exclusions may not apply to you or fully apply to you. This warranty gives you specific legal rights and you may also have other rights depending on your country.

7. Indemnity.

- 7.1. **By You.** You will defend us, our Affiliates, and their respective officers, directors and employees from and against any and all claims, demands, actions, proceedings and suits brought or commenced by a third party to the extent resulting or arising from (a) your use of Offerings (including but not limited to your use and/or reliance on AI Outputs from AI Services or Customer-Generated AI Agents), (b) any data you provide to us, (c) your violation of the restrictions set forth in this Agreement or any EULA, and/or (d) any accident involving one or more of your vehicles in which the Offerings or any portion thereof are used or present, and you will pay defense costs (including reasonable attorneys' fees), fines and penalties, Customer-negotiated settlement amounts, and court-awarded damages resulting therefrom.
- 7.2. **By Us.** We will defend you, your Affiliates, and their respective officers, directors and employees from and against any and all claims, demands, actions, proceedings and suits brought or commenced by a third party to the extent resulting or arising from an assertion that Offering used pursuant to a Subscription or API Tools provided by us, when used in accordance with the Agreement and applicable Documentation in the form delivered, infringes any United States patent, copyright, or other intellectual property right of a third party, and we will pay defense costs (including reasonable attorneys' fees), Trimble-negotiated settlement amounts, and court-awarded damages directly resulting therefrom. In the event that an Offering used pursuant to a Subscription or API Tools provided by us are, or in the opinion of our legal counsel are likely to be, enjoined due to the type of intellectual property infringement described in this Section, then we, at our option and expense, will use commercially reasonable efforts to (A) procure for you the right to use the affected Software, Data Service, or API Tools (or portion thereof) under such patent or copyright; (B) modify the affected components or portions of the Software, Data Service, or API Tools so that they become non-infringing; or (C) replace the infringing components or portions of the Software, Data Service, or API Tools with functionally equivalent non-infringing products or Software. If we determine that the foregoing alternatives are not reasonably available, we will terminate the Agreement, in which case we will refund any prepaid but unaccrued fees to you. Notwithstanding the foregoing provisions of this paragraph, we will have no liability or indemnification obligation under this Agreement to the extent that the alleged infringement is caused by (A) any modification of the Software, Data Service, or API Tools other than standard upgrades or updates provided by us and other than as expressly authorized by us in advance, and/or (B) any use of or combination of the Software, Data Service, or API Tools with any program, data, product, device or service not provided by us. THIS SECTION STATES OUR ENTIRE LIABILITY AND OBLIGATIONS, AND YOUR EXCLUSIVE REMEDY, WITH RESPECT TO ANY ALLEGED INFRINGEMENT OF ANY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER INTELLECTUAL PROPERTY RIGHTS BY SOFTWARE, A DATA SERVICE, OR API TOOLS.
- 7.3. **Indemnification Procedures.** The Parties' respective indemnification obligations under this Agreement regarding a claim for which indemnity is sought under (a "Claim") are conditioned on the applicable party seeking defense and payment with respect to a Claim against it (such party, the "Defended Party"): (i) providing to the other party (the "Defending Party") written notice of any such Claim within ten (10) days after Defended Party's receipt of notice of such Claim (provided that failure to provide such notice will not relieve the Defending Party of its obligations, except to the extent such Defending Party has been prejudiced by such failure); (ii) granting to the Defending Party, such that the Defending Party has, the sole and exclusive right to defend any such Claim and make settlements thereof (except that the Defending Party will obtain the Defended Party's express prior written approval for any settlement that requires any action or forbearance, payment, ongoing performance or any admission of liability on the part of the Defended Party); and (iii) giving, at the Defended Party expense, such assistance and information as the Defending Party may reasonably require to settle or oppose such Claim. The Defending Party will not be liable for any costs or expenses incurred by the Defended Party in connection with an indemnified claim or proceeding under this Section without the Defending Party's express prior written authorization. However, the Defended Party may participate in the defense or settlement of such Claim at its own expense and with its own choice of counsel.

8. Warranties and Risk Allocation.

- 8.1. **Mutual Warranty.** Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound; and (iii) it will comply in all material respects with applicable federal, state, provincial, and local laws, rules and regulations applicable to its business and to the performance of its obligations in connection with this Agreement.
- 8.2. **Limited Warranty and Exclusive Remedy.** We warrant that during the Warranty Period, (a) the Offering will substantially contain the functionality described in, and substantially perform in accordance with, its Documentation and will not contain any Trojan horses, "back doors," worms, viruses, or similar malicious code; and (b) the Software media on which we provide Software to you (if any) will function substantially free of Errors or defects. THE FOREGOING WARRANTIES DO NOT APPLY TO, AND WE STRICTLY DISCLAIM ALL WARRANTIES WITH RESPECT TO, ANY THIRD-PARTY MATERIALS. THIS WARRANTY WILL NOT ACCRUE TO THE BENEFIT OF THIRD PARTIES OR ASSIGNEES. The foregoing warranty will not

apply and will become null and void if you breach any material provision of this Agreement, or if you (i) install or use an Offering on or in connection with any hardware or software not specified in the Documentation or expressly authorized by us in writing, (ii) modify or damage the Software or installation media or a Data Service, or (iii) misuse the Offering including any use other than as specified in the Documentation or as expressly authorized by us in writing. For the avoidance of doubt, following the end of the Warranty Period you will continue to receive Tier 2 Support for Installed Software per Section 2.8 above.

If, during the Warranty Period, the Offering covered by the warranty above fails to conform to the warranty and the failure is not excluded from warranty as set forth above, then as our sole liability and your sole and exclusive remedy for that warranty failure we will, at our sole option, with respect to a failure under clause (a) above, either (i) correct the failure, (ii) help you work around the failure, or (iii) cancel your Subscription and issue a refund through your retailer, and with respect to a failure under clause (b) above, replace the defective media except to the extent the defect is the result of accident, abuse, or misapplication of the media. Your right to the remedy set forth above is contingent on you promptly notifying us of the failure by opening a support ticket. If we correct an Error in the Offering for you or replace media, then the unexpired portion of the Limited Warranty period as at the date you informed us of the Error will apply to the corrected Offering or to the replaced media once you have received the corrected version or replacement.

8.3. Limitation of Liability. IN NO EVENT WILL US, OUR AFFILIATES, OR OUR OR THEIR RESPECTIVE LICENSORS OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE LICENSED MATERIALS; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION INCLUDING BUT NOT LIMITED TO MAP DATA; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; BREACHES IN SYSTEM SECURITY; OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OR FOR ANY LOSS OF PROFITS, REVENUE, OR DATA, LOSS OR INTERRUPTION OF BUSINESS, OR DAMAGES RESULTING FROM USE OF OR RELIANCE ON THE INFORMATION PRESENTED, REGARDLESS OF THE LEGAL THEORY ASSERTED OR WHETHER A CLAIM IS BROUGHT IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHER THEORY, EVEN BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF US AND OUR AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ASSERTED OR WHETHER A CLAIM IS BROUGHT IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHER THEORY, EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY YOU FOR THE OFFERING THAT IS THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST ASSERTION OF ANY CLAIM.

THESE LIMITATIONS WILL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

9. Miscellaneous.

9.1. Publicity and Trademarks. You agree that (a) we may issue a press release in the form approved by the Parties regarding the Parties' entry into the Agreement, and (b) we may identify you (including through use of your name and logo) as our customer, including on our website, and may include you in our customer list and marketing materials. Each Party agrees that it will utilize the other Party's name and trademarks solely in such manner and form as is approved by the owning Party, in a manner consistent with its rights and duties under the Agreement, and only in a manner that is positive to the interests of the owning Party, and that it shall not unreasonably withhold or delay approval to the other Party of the manner or form in which its trademarks may be used.

9.2. Third Party Content and Terms. Software may include Third Party Content which are provided to you on license terms, or have applicable intellectual property and other notices, that are in addition to and/or different from those contained in the Agreement ("**Third Party Terms**"). For example, we use different third party map data suppliers in our Software; to check which map data is used in your Software and which related Third Party Terms apply to your Software, please check the "About" screen of your Software or refer to your Software's Documentation. Third Party Terms are located at <https://maps.trimble.com/copyrights> or any successor URL. BY ACCEPTING THIS AGREEMENT, YOU REPRESENT THAT YOU HAVE REVIEWED AND ACCEPT ALL THIRD PARTY TERMS APPLICABLE TO DATA SERVICES, AND/OR THIRD PARTY CONTENT IN SOFTWARE. FOR WHICH YOU PURCHASE OR RESELL A SUBSCRIPTION. You are bound by and will comply with all applicable Third Party Terms as if such terms were expressly set forth in this Agreement or attached to this Agreement. Any breach by you of any Third Party Terms is also a breach of this Agreement.

- 9.3. **Export Control.** You acknowledge that our Software, Data Services, and derivatives thereof may be subject to United States and international export control, embargo, and sanctions laws, regulations, and licensing requirements, including those administered by the U.S. Department of Treasury, U.S. Department of State, and others (“collectively, **“Export Control Laws”**”). You will strictly comply with such laws, and will not export, re-export, transfer, divert, or disclose any of our Software, Data Services, proprietary information, or derivatives thereof to any individual, entity, or destination in violation of any U.S. and international Export Control Laws.
- 9.4. **Anti-Corruption Compliance.** Each Party, and any third party acting on their behalf, will comply with all applicable United States and international anti-corruption and anti-bribery laws and regulations, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and others. Each Party, and any third party acting on their 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 a Party. Each Party, and any third party acting on their 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 of the acts of a Party or any third party acting on their behalf.
- 9.5. **U.S. Government Restricted Rights.** With respect to use of Software acquired by or on behalf of the U.S. Government, the Software is subject to RESTRICTED RIGHTS and is licensed consistent with and pursuant to the policies set forth in 48 C.F.R. § 12.212 (for civilian agencies) and 48 C.F.R. § 227.7202-1 and § 227.7202-4 (for the Department of Defense). Software and related Documentation are “Commercial Items,” as that term is defined at 48 C.F.R. § 2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation” as those terms are used in 48 C.F.R. § 12.212 or § 227.7202, as applicable. The Commercial Computer Software and Commercial Computer Software Documentation may also be recognized as COTS items, readily available in the commercial part place as defined at 48 C.F.R. § 2.101. The Commercial Computer Software and Commercial Computer Software Documentation are licensed to the U.S. Government End Users (a) only as Commercial Items and (b) with only those rights as are granted to all other End Users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States. Use of Software by the U.S. Government constitutes acknowledgment of Trimble’s proprietary rights in the Software.
- 9.6. **Injunctive Relief.** Each Party acknowledges that remedies at law may be inadequate to protect that Party against any actual or threatened breach of the Agreement by the other Party or its Representatives and, without prejudice to any other rights and remedies otherwise available to them, each Party agrees that in the event of such actual or threatened breach by a Party, the other Party may seek injunctive or other equitable relief in its favor, without proof of actual damages or the requirement of posting a bond or other security.
- 9.7. **Disputes.** If any dispute arises between the Parties relating to, arising out of or in any way connected with the Agreement or any term or condition of it, or the performance by either Party of its obligations under or related to the Agreement, the Party raising such dispute will provide written notice of the dispute to the other Party and the Parties’ primary points of contact for the Agreement will work diligently and in good faith to resolve such dispute. If such dispute is not resolved after thirty (30) days following the date of the written notice of such dispute, each Party will promptly appoint a representative holding the title Division Vice President or higher and having the decision-making authority to resolve the dispute on behalf of such Party. Such representatives will promptly meet and will work diligently and in good faith to resolve such dispute. In the event such dispute is not resolved by the appointed representatives described above within another fifteen (15) days thereafter, then each Party will be free to pursue any and all remedies available to such Party, at law or in equity. No Party may bring an action or claim against the other at law or in equity in any forum without first completing the dispute process set out in this Section, except a Party may file such an action or claim at any time if (a) the Party is legally required to file the action or claim at that time so as not to lose a legal right (including the ability to file the claim); (b) the action or claim is one to enforce confidentiality obligations or Intellectual Property Rights, or to recover unpaid fees; or (c) the action or claim is an equitable action to prevent imminent and irreparable harm with no adequate remedy at law.
- 9.8. **Governing Law and Venue; Claims Period.** The sole and exclusive governing law, jurisdiction, and venue for this Agreement and all disputes arising from this Agreement or Our Materials and Technology will be as set forth in the table below, in each case to the exclusion of all other courts and venues; provided that we may elect to bring action in courts with jurisdiction for your 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. Any cause of action arising from this Agreement or Our Materials and Technology must be commenced by a party within one (1) year after the dispute accrued, otherwise the cause of action or claim is permanently barred; except that an action for nonpayment may be brought within two (2) years after the due date. Each party hereby irrevocably consents to the sole and exclusive jurisdiction and venue as set forth in the table below and waives, to the maximum extent permitted by law, any objection, including any objection based on *forum non conveniens*, to the bringing of any proceeding in that jurisdiction or venue.

Your Location	Trimble Contracting Entity and Notice Address	Exclusive Governing Law	Exclusive Jurisdiction and Venue
United States and Canada	Trimble Maps, Inc. 1 Independence Way, Suite 400 Princeton, NJ 08540	State of Delaware, United States of America	State and Federal courts located in Wilmington, Delaware, USA
All other locations	Trimble Maps Ltd. Chancery House, 53-64 Chancery Lane London, WC2A 1QS United Kingdom	England and Wales	Courts of England and Wales

9.9. 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 THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY; PROVIDED, HOWEVER, THAT THIS PROVISION WILL 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 THAT LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM IS FILED.

9.10. Force Majeure. Except for payment obligations, neither Party will be liable for a failure to perform hereunder to the extent that performance is prevented, delayed or obstructed by causes beyond its reasonable control, which include without limitation natural disaster, war, emergency conditions, labor strike, virus attack, hacker attack, denial of service attack, pandemic, epidemic outbreak, the failure or the substantial failure of the internet or any portion thereof, or an accident involving an End Customer vehicle. Delays or failures that are excused as provided in this paragraph 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. No such excused delay or failure will constitute a default, or, except to the extent a related performance obligations is incomplete or unperformed, be a basis for disputing or withholding amounts payable hereunder, provided that the Party whose performance is delayed or suspended will use commercially reasonable efforts to resume performance of its obligations hereunder as soon as feasible.

9.11. Assignment. You may not assign or otherwise transfer the Agreement to any third party without our express prior written consent. Notwithstanding the foregoing, you may assign the Agreement (in whole, but not in part) upon written notice to us to (i) any Affiliate or (ii) to a successor in interest as a result of an acquisition of your business (including by stock sale, asset sale or merger) or corporate reorganization or restructuring, provided that if requested by us, as a condition precedent to such assignment you and your successor-in-interest will execute an assignment amendment in a form reasonably requested by us which amendment will at our option require payment in full of all outstanding receivables due to Trimble and any of its Affiliates except to the extent prohibited by law. Subject to the foregoing, the Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their successors and permitted assigns. Any actual or attempted assignment or transfer by you in violation of the terms of the Agreement will be void and of no force or effect and will constitute a material breach of the Agreement.

9.12. Changes to Terms. We reserve the right to amend or modify the Agreement terms for all customers generally (pricing changes shall be made in accordance with Section 4.1 above). In the event of an amendment or modification, we will provide you with notice of the amendments and/or modifications (the “**Updated Terms**”) at least thirty (30) calendar days before the end of the then-current Subscription term, which notice may be provided to you by email. The Updated Terms will become effective as of the commencement of the next renewal Subscription term, and as of such date you shall be deemed to have accepted the Updated Terms, and agree that the Updated Terms shall be automatically adopted and ratified by both parties as if physically executed by both parties, and automatically incorporated by reference into and made a part of the Agreement. If you do not agree to the Updated Terms, you may elect not to renew your Subscription as of the end of the then-current Subscription term in accordance with the termination rights set forth above. You agree that our continued provision of Software, Data Services, and Services to you is good and valuable consideration for your acceptance of the Updated Terms, and your election to allow your Subscription to continue constitutes your acceptance of the Updated Terms. Except as set forth above, no modification, addition or amendment to the Agreement shall be valid or binding unless made in writing and physically signed by the Parties to the Agreement.

9.13. Notices. Communications and notices to you otherwise in connection with this Agreement will be provided to you by email to any email addresses provided by you. Communications and notices to us in connection with this Agreement will be in writing, will reference the Agreement, and will be personally delivered or sent by nationally or internationally recognized express courier to the other Party at the address set forth on the Ordering Document, ATTN: Legal, with a contemporaneous courtesy copy by email to legal@trimblemaps.com. Notices and communications will be deemed effective upon delivery or refused delivery attempt. Any notice shall be deemed

to be given on the date of receipt by the addressee. Either Party may change any of its email or physical addresses, or URLs or website addresses, specified in this Agreement by giving the other Party written notice of such change.

9.14. Miscellaneous. Any attached or hyperlinked terms referred to herein will be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim in this Agreement. The Agreement sets forth the entire understanding between the Parties in connection with the Agreement, and supersedes and cancels all prior or contemporaneous proposals, communications, agreements, negotiations, representations (excluding false representations), and Customer terms and conditions, whether written or oral, regarding the subject matter thereof. There are no third party beneficiaries under the Agreement. We may utilize subcontractors in the performance of our obligations under the Agreement, and we will be responsible for the acts and omissions of our subcontractors in their performance of our obligations thereunder. 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. Regardless of which Party may have drafted the Agreement, no rule of strict construction will be applied against either Party. Section headings are included for convenience only and will not limit or otherwise affect the terms of the Agreement. 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 same will not affect in any respect whatsoever the remainder of the Agreement. The Parties have specifically requested that the Agreement be drafted in English. *Les Parties ont spécifiquement demandé que cette entente soit rédigée en anglais.* If there is a conflict between versions of the Agreement in any other language, the English language version controls. Each Party is an independent contractor of, and is not an employee, agent, fiduciary or authorized representative of, the other Party. Neither Party shall have any authority to assume or create any obligation for or on behalf of the other Party, express or implied and neither Party will attempt to bind the other Party to any contract. The Parties expressly agree that each Party shall be responsible for its own costs and expenses under this Agreement and that neither Party shall have any obligation to reimburse the other Party for said costs and expenses. The Agreement may be executed in several counterparts and 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 digital or electronic signature, or scanned version of a physically signed document delivered electronically (e.g., as an attachment to email), shall have the same force and effect as an original ink signature.

Appendix 1 to OneMap Master Terms & Conditions
Additional Terms Applicable to Resellers and/or VARs Only

1. **Your Reseller/VAR Obligations.** If you are a Reseller or VAR, during the term of this Agreement, you will also notify us of the name of each End Customer to whom you intend to provide access to an Offering prior to activating a Subscription for that End Customer to ensure our ability to support and serve that End Customer, and in addition to the Monthly Customer Report described below, provide us on an annual basis, or as otherwise requested by us from time to time, a summary of all End Customers with one or more active Subscriptions for audit purposes.
2. **API Keys.** An individual API key is required for each End Customer, and you agree to use each End Customer's API key solely to build and operate integrations for use by that End Customer. If we offer you an API key for development purposes, you agree that we may impose limitations on the number of transactions that may be run through that key. You agree to reasonably cooperate with our request to audit your API usage if requested from time to time.
3. **Software Updates for Hosted Software.** For Installed Software and for SaaS hosted by you (e.g., you are a VAR), in the event we issue any Bug Fixes or other updates to the Software (collectively, "**Updates**"), subject to your prompt review and acceptance of such Updates by Customer you agree to promptly apply the Updates to your hosted Software, but in no event more than thirty (30) days from its receipt by you (or as otherwise instructed by us in the event of an urgent Update). If you reasonably determine that an Update would adversely impact your systems or infrastructure, you may refuse the Update upon notice to us, provided that (a) if an Update is issued to address a security vulnerability, you will hold us harmless from and against any liability resulting from the exploitation of such vulnerability; and (b) if an update is issued to address claim of intellectual property infringement, our indemnification obligations to you set forth below will not apply to the extent resulting from your continued use of the Software without the application of such Update. You will confirm to us once you have successfully applied the Update to your hosted Software. If you fail to apply an Update for any reason by the end of the thirty (30) day period or as otherwise instructed by us, we will not be liable, and shall no longer provide technical support, for any issues relating to the Software which would have been resolved by the application of the Update.
4. **Monthly Customer Report.** If you are a Reseller or VAR, no later than the tenth (10th) calendar day after the close of each calendar month beginning with the month in which the Commencement Date occurs, you will provide to us, via email to accounts@trimblemaps.com, a report of all Subscriptions sold by you and evaluation Subscriptions provided by you to End Customers during that month, all Subscriptions and evaluation Subscriptions which terminated or expired during that month, all active Subscriptions provided to End Customers and prospective End Customers during that month, and the number of Assets per End Customer and prospective End User on which Software and/or Data Services has been activated or de-activated during that month, including but not limited to End Customer name and address and usage information sufficient for us to calculate the fees due to us under the Agreement for such Subscriptions. If you offer multiple subscriber levels (e.g., Rail vs. North America vs. Worldwide), you will include information on which level is included in the End Customer's Subscription. If we provide you with a template for the report, you will provide a report in substantially the same form as our template. We will promptly invoice you for fees due to us based on this report and/or our usage data. If you do not timely provide a monthly report three (3) months out of any rolling six (6) month period during the term, we may in our sole discretion require you to pay an estimated amount of fees in advance at the start of each calendar month, with a true-up at the end of the month to actual usage, provided that you will remain responsible for providing monthly reports and payment of any remaining fees due resulting from such true-up.
5. **Offering of Trimble Products.** To the extent permitted by law, you agree to offer Subscriptions to Trimble Software you are authorized to resell as your preferred and default offering to your customers and will not present alternative solutions side-by-side with Trimble offerings (provided however that if a customer specifically requests an alternative solution to a Trimble offering, you may offer that alternative solution to that customer). For the avoidance of doubt, nothing in this Agreement shall be construed as an obligation for you to offer Trimble Software exclusively to your customers.
6. **End Customer Agreements at Termination.** Upon the expiration or termination of the Agreement for any reason, subject to your continued compliance with your obligations under this Agreement, Subscriptions sold by you under End Customer Agreements, and this Agreement with respect to such Subscriptions, will survive and continue in full force and effect for the remainder of the then-current term of each such End Customer Agreement or a period of twelve (12) months from the effective date of termination or expiration, whichever is shorter (for each such license or Subscription, the "**Wind-Down Period**"). The Parties each acknowledge and agree that the purpose of the Wind-Down Period is to allow each of the Parties the opportunity to negotiate a successor services agreement with impacted End Customers while minimizing any disruption of service. The use of Offerings pursuant to an End Customer Agreement will not automatically renew beyond the end of the Wind-Down Period unless otherwise agreed by the Parties in writing. We will have the right to offer continued use of the Offerings directly to an End Customer under an agreement between us and such End Customer to take effect as of the end of the Wind-Down Period, and you will not restrict or impair our ability to negotiate such successor agreements with End Users. This Section will survive any termination or expiration of this Agreement.