

## **MAINTENANCE AND SUPPORT TERMS FOR TEKLA SOFTWARE PRODUCTS (ref. Tekla-Maintenance-Terms-2022)**

These Maintenance and Support Terms for Tekla Software Products (“**Terms**”) shall apply to any and all Maintenance and Support services to be provided by Trimble Solutions Corporation (a Finnish private limited company with Business ID 0196634-1; “**Trimble**”) to the licensed Tekla software product (“**Software**”).

The Terms are always supplementary to and conditional upon the Customer’s valid End-User License Agreement for Tekla Software Products (“**EULA**”). The EULA (ref. TRIMBLE-TEKLA-EULA-2022) contains definitions and essential terms and conditions regulating the rights and obligations of the Parties, for example regarding Intellectual Property Rights and License Grant, Limited Warranty and Warranty Disclaimer, Processing of Personal Data and General Terms, and such terms and conditions are applied to any Maintenance and Support provided under these Terms.

These Terms and the Order Form concerning subscription of Maintenance and Support form a binding agreement between Trimble, or an Authorized Distributor, on the one hand, and the organization subscribing the Maintenance and Support (“**Customer**” or “**You**”) on the other hand (“**Agreement**”). Additional terms and conditions in the Customer’s order documentation or any other corresponding Customer terms and conditions, which conflict with the Agreement, shall under no circumstances be binding on Trimble unless expressly agreed to in writing by Trimble and signed by an authorized representative of Trimble.

Trimble reserves the right to update and change these Terms from time to time at its discretion. The amended Terms shall enter into force upon acceptance by the Customer. The renewal of the Maintenance Term shall be subject to the Customer’s acceptance of possible updates to these Terms. If the Customer does not accept the amended Terms, as notified by Trimble, the Agreement may be terminated as set out under Section 6.2 below. Trimble may also launch a Main Release under an updated EULA and updated Terms. If the Customer does not accept a possibly amended EULA and possibly amended Terms relating to a Main Release, the Customer may not access such Main Release. If there are discrepancies between the English version and any other language version of these Terms, the English version shall take precedence.

### **1 Definitions**

- 1.1 The definitions contained in Clause 1 of the EULA are used in these Terms in addition to the definitions included in these Terms.
- 1.2 “**Correction**” means a remediation that has been generated in the form of a Sub-release of the Software that corrects an Error (including, without limitation, workarounds, updates, corrections, model replacements and patches). Trimble may, at its discretion, modify the Documentation to remove inaccuracies in the Documentation or describes changes, modifications or improvements made to the Software.
- 1.3 “**Maintenance**” means the maintenance services and efforts invested by Trimble to revise and add functionality to the Software, which may be a result of Customer feedback and/or Customer reported difficulties in working with the current version/release of the Software or which may result from Trimble’s remediation effort on a reported Error.
- 1.4 “**Support**” means the support services and efforts invested by Trimble or an Authorized Distributor of Trimble, as applicable, in direct response to a Customer reported Error.

### **2 Description of Maintenance and Support**

- 2.1 Subject to payment by the Customer of the applicable maintenance fees for the Software, Trimble will provide Maintenance, and Trimble or an Authorized Distributor of Trimble, as applicable, will provide Support, during the Maintenance Term in respect of each Main Release subject to such Main Release being made generally commercially available for purchase.
- 2.2 Main Releases. Trimble shall make available to the Customer each new Main Release that Trimble at its discretion publishes during the annual Maintenance Term in question.

- 2.3 Sub-releases. Trimble shall make available to Customer each new Sub-release that Trimble at its discretion publishes during the annual Maintenance Term in question. For the avoidance of doubt, Sub-releases (if any) will be provided by Trimble only in respect of the two latest Main Releases available from time to time.
- 2.4 Corrections. Trimble will use commercially reasonable efforts to provide Corrections to Errors submitted by the Customer and confirmed by Trimble. Minor Corrections may be bundled in one version for download via the Internet. Any Correction provided under these Terms shall be subject to the terms and conditions of the EULA.
- 2.5 E-mail Support. Trimble or an Authorized Distributor of Trimble, as applicable, shall maintain an e-mail address for the express purpose of providing Support. Trimble strives to reply to all Support requests within two (2) working days of receipt of the request. Furthermore, Trimble shall provide the Customer with information via e-mail when new updates are available.
- 2.6 Telephone Support. Trimble or an Authorized Distributor of Trimble, as applicable, shall maintain a telephone support line during its regular business hours, Monday through Friday, excluding local holidays.

### **3 Exclusions**

- 3.1 Maintenance or Support of Software does not cover resolution of Errors that result from: (i) third party software or hardware, or any combination of Software and other software; (ii) any non-Trimble modification to the Software; (iii) use of the Software by the Customer in a manner that is not in accordance with the Documentation; or (iv) use of the Software on a computer or operating system other than that specified by Trimble. Furthermore, Maintenance does not cover Errors that do not significantly impair or affect the operation of the Software or any release of Software for which Maintenance has been discontinued.
- 3.2 Support may be limited: (i) by the ability of Trimble to reproduce the Error in its hardware/software environment, which in many cases cannot include the exact hardware or software technologies the Customer is using; or (ii) by the ability of the Customer to provide Trimble access to the Customer hardware/software environment that (if not the same as Trimble's production environment) is a reasonable image of that environment.
- 3.3 Support does not include troubleshooting or determination of the origin of whether the Error is attributable to an application of the Customer or the Software. Support does not include questions that deal with design and implementation practices or techniques, often referred to as "how to" questions.

### **4 Customer's Responsibilities**

- 4.1 The Customer must designate a primary support contact person (Administrator) that is the designated person from whom Trimble will receive escalation requests for possible Errors. The Customer must advise Trimble of any changes in such person.
- 4.2 The Customer agrees to report all suspected Errors to the designated Support staff of the Software. The Customer agrees to use reasonable efforts to assist Trimble in its efforts to find Corrections to confirmed Errors reported by the Customer. The Customer will have any relevant Corrections installed at its own expense. In all contacts with the designated Support staff of the Software, the Customer agrees to provide the following items for each Support request: severity level, Customer name, License Key, version/release number and as much narrative description of the support requirement as possible including the Customer hardware/software operating environment and the frequency and duration of any technical outages that occur related to a support request.

### **5 Payment**

- 5.1 The maintenance fee is due for payment annually in advance upon invoicing by Trimble or an Authorized Distributor, as applicable.
- 5.2 The maintenance fee is as determined in Trimble's or an Authorized Distributor's, as applicable, current price list.
- 5.3 Trimble shall have the right to adjust without further notice the maintenance fees from the beginning of each calendar year. If Trimble increases the scope of Maintenance or Support and such increase results in substantial increase in the Customer's fees, the Customer is entitled to refrain from acquiring such increased scope by notifying in writing within 14 days after receipt of notice regarding such increase in maintenance fees. In such case the fees for the Maintenance and Support shall continue at the previous level until the expiry of the next Maintenance Term.

- 5.4 Where the Customer has not purchased Maintenance and Support for the current Maintenance Term and/or for the previous Maintenance Term of their perpetual Licenses, any subsequent order of Maintenance and Support shall be subject to payment by the Customer of applicable maintenance fees retroactively for the entire current and/or previous Maintenance Term (if not paid) , in accordance with Trimble's then current price list.
- 5.5 If payment of the fees is thirty (30) days or more overdue, in addition to any of its other rights or remedies (including but not limited to any termination rights set forth herein), Trimble reserves the right to suspend its performance of Maintenance and Support, without liability to Trimble, until such amounts are paid in full.

## **6 Term and Termination**

- 6.1 Unless otherwise specified in the Order Form, a subscription shall include the Maintenance Services for the Subscription Period. In respect of a perpetual Licenses, the initial Maintenance Term shall be from the beginning of the calendar month following the purchase date until the end of the current calendar year.
- 6.2 The Maintenance Term and this Agreement shall automatically renew for subsequent period of either i) a calendar year or ii) a Subscription Period (as applicable). If Trimble amends these Terms for incorporation into the renewal of the Agreement and the Customer does not accept such amended Terms, either party may terminate the Agreement to end at the expiration of the then-current Maintenance Term by giving the other party written notice thereof. Either Party may terminate the Agreement for convenience by giving the other party written notice of termination at least thirty (30) days prior to expiration of the then-current Maintenance Term. Furthermore, the Agreement may be terminated with immediate effect by either Party in writing in case of a material breach by the other Party, which remains uncured for thirty (30) days from the date of written notice from the non-breaching Party to the other Party specifying such breach.

## **7 Limitation of Liability**

- 7.1 NEITHER TRIMBLE NOR ITS SUPPLIERS SHALL BE LIABLE FOR LOSS OF REVENUE, LOSS OF PROFIT, LOSS OF PRODUCTION, INTERRUPTION OF BUSINESS, COSTS OF DELAY, LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
- 7.2 MAXIMUM MONETARY LIABILITY OF TRIMBLE AND ITS SUPPLIERS SHALL NOT EXCEED THE MAINTENANCE FEES ACTUALLY PAID BY THE CUSTOMER DURING THE RELEVANT MAINTENANCE TERM.

## **8 Applicable Law and Dispute Resolution**

- 8.1 This Agreement is interpreted, construed and governed exclusively in accordance with the laws of Finland, without reference to its choice of law rules. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be finally settled at Trimble's discretion (i) by competent public courts at the Customer's domicile; or (ii) by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators in an arbitration procedure shall be one. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English. The award shall be final and binding on the Parties and the Parties agree that the arbitration procedure and all thereto related material and information shall be treated as Confidential Information. This clause shall not preclude a Party from obtaining interim injunctive relief on an immediate basis from a court of competent jurisdiction where such relief is necessary to protect that Party's interests in pending completion of the legal proceedings. Furthermore, Trimble may choose to claim for any undisputed, due and outstanding receivables at the district court of Espoo, Finland.

END OF TERMS "Tekla-Maintenance-Terms-2022", version 2022, updated 1<sup>st</sup> February 2022 .