

**TERMS OF SERVICE  
FOR TEKLA ONLINE SERVICES  
(ref. ToS-Tekla-Online-2024-revB)**

**IMPORTANT, READ CAREFULLY:**

**BY ENTERING INTO AN AGREEMENT INCORPORATING THIS TOS-TEKLA-ONLINE-2024-revB, YOU:**

- 1. ACKNOWLEDGE THAT YOU HAVE READ THIS TOS-TEKLA-ONLINE-2024-revB;**
- 2. ACCEPT AND AGREE TO THE TERMS OF THIS TOS-TEKLA-ONLINE-2024-revB;**
- 3. AFFIRM THAT YOU ARE AN AUTHORIZED USER OF TEKLA ONLINE SERVICES AND THAT YOUR USE OF THE TEKLA ONLINE SERVICES IS LEGAL AND PERMITTED UNDER THIS TOS-TEKLA-ONLINE-2024-revB.**

**BY ENTERING INTO TEKLA ONLINE SERVICES WITHOUT A REGISTERED USER ACCOUNT (AS AN ANONYMOUS USER) , YOU**

**1. ACCEPT AND AGREE THAT YOUR USE OF TEKLA ONLINE SERVICES (AS AN ANONYMOUS USER) IS GOVERNED BY: <https://www.tekla.com/terms-and-conditions/terms-of-services>.**

**2. AFFIRM THAT AN ANONYMOUS USER IS ONLY ALLOWED TO USE CERTAIN LIMITED SET OF TEKLA ONLINE, PLS. SEE <https://www.tekla.com/terms-and-conditions/terms-of-services>.**

- These terms of services for Trimble Solutions Corporation's and its successors (a Finnish private limited company with Business ID 0196634-1; "**Trimble**") online platform and services ("**Terms**") govern access and use of the Tekla Online services provided by Trimble for online storage, sharing and processing of files, materials, data, text, images or other content (such content and any modification, updates and other updates by or on behalf of the Customer collectively, "**Content**"). In these Terms, the word "**Service**" is used to refer to the Tekla Online services provided by Trimble as well as any written or electronic documentation provided or made available by Trimble ("**Documentation**"). The Service shall consist of Tekla Online profile, Tekla Online Admin Tool, Tekla Campus, Tekla Downloads, Tekla User Assistance, Tekla Discussion Forum, Tekla Warehouse, Tekla Developer Center, Tekla Model Sharing and Tekla public web pages ([www.tekla.com](http://www.tekla.com)). Together they are known as 'Tekla Online services'. Trimble reserves the right to add or remove the available Services from time to time at its discretion. Please notice that a preferred way to utilize the Service is by your registered user account, however a limited set of the Service can be accessed without registering (i.e. as an anonymous user).

These Terms and an order that concerns subscription of the Service and that has been confirmed by Trimble ("**Order Form**") form a binding agreement between Trimble, or an authorized reseller of Trimble ("**Reseller**"), on the one hand, and you and/or the organization subscribing the Service, including its' representatives ("**Customer**") on the other hand ("**Agreement**"). Notwithstanding the foregoing, any use of the Service by an Administrator (defined below) or a Licensed User (defined below) of the Customer shall be deemed to constitute an acceptance of the Agreement by the Customer.

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. Payment or renewal of the subscription by the Customer – following Trimble's or Reseller's (as applicable) notice of changes to these Terms – shall be deemed to constitute the Customer's acceptance of such changes. If the Customer does not accept the amended Terms, as notified by Trimble or Reseller, the Agreement may be terminated in accordance with Section 8 below.

## 1 Access to Service

- 1.1 **Accessing the Service.** Access to the Service is granted directly to Licensed Users or by the Administrators subject to these Terms. Licensed Users may access and use the Service solely for the Customer's benefit and in accordance with these Terms, the Documentation, and any scope of use restrictions designated in the applicable Order Form.
- 1.2 **Administrator Rights.** Each Customer shall designate one or more administrators who will act as the Customer organization's primary contact persons towards Trimble and/or the Reseller, and administer grants of access to the Service for Licensed Users ("**Administrator**"). An Administrator may designate Licensed Users to access the Service on a subscription basis either (i) during the Trial Period (defined below) or (ii) for a set term designated on the Order Form (a "**Subscription Term**"). Upon the expiration of the Trial Period or a Subscription Term, as applicable, the rights of an Administrator and a Licensed User set forth herein shall terminate. Administrator may manage the status of any Licensed User at any time through the Service settings and, shall remain solely responsible for changing such status.
- 1.3 **Licensed Users.** A "**Licensed User**" is an employee or other designee of the Customer's organization, whom the Administrator has authorized during a Subscription Term to have access to the Service, subject to the Customer's security settings and other applicable terms and conditions.
- 1.4 **Tekla Online profile.** Each Administrator and Licensed User will be required to register a personal Tekla Online profile before being granted access to the Service, except for certain services described under section 6. The Customer shall remain solely responsible and liable for any and all actions taken using the accounts and passwords of the Customer's Administrators and Licensed Users, including any damages caused by unauthorized use.
- 1.5 **Contractors and Affiliates.** The Customer may permit its independent contractors and consultants who are not competitors of Trimble ("**Contractors**") and Affiliates (defined below) to serve as Licensed Users, provided the Customer remains responsible for compliance by each such Contractor or Affiliate with all of the terms and conditions of this Agreement and any such use of the Service by such Contractor or Affiliate is for the sole benefit of the Customer and in accordance with this Agreement. "**Affiliate**" means any entity under the control of the Customer where "control" means ownership of or the right to control greater than 50% of the voting securities of such entity.
- 1.6 **Trial Subscriptions .** For a period designated in the Order Form or otherwise by Trimble (and if not designated, then for thirty (30) days) ("**Trial Period**"), the Administrator may designate Licensed Users to have free access or a "freemium" or trial subscription to use the Service in accordance with the terms and conditions of this Agreement (an "**Trial Subscription**"). Trial Subscriptions are permitted solely for the Customer to use the Service. The Customer may not use a Trial Subscription for any other purposes, including without limitation for competitive analysis, except as may be designated in the Order Form. At the end of the Trial Period, the Trial Subscription will expire. If the Customer purchases a subscription, all of the terms and conditions of this Agreement with respect to Administrators and Licensed Users will apply to such purchase and the use of the Service for such number of Administrators and Licensed Users as specified in the Order Form for the Paid Subscription Term. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, TRIMBLE WILL HAVE NO WARRANTY OR OTHER OBLIGATIONS WITH RESPECT TO TRIAL SUBSCRIPTIONS.
- 1.7 **General Restrictions.** The Customer shall not (and shall not permit any Administrator, Licensed User, or any third party to): (a) rent, lease, copy, provide access to or sublicense the Service to a third party; (b) use the Service to provide, or incorporate the Service into, any product or service provided to a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public application programming interfaces to the Service, except to the extent expressly permitted by applicable law (and then only upon advance notice to Trimble); (d) modify the Service or any Documentation, or create any derivative work from any of the foregoing; (e) remove or obscure any proprietary or other notices contained in the Service (including any reports or data printed from the Service); or (f) publicly disseminate information regarding the performance of the Service.

## 2 Content and Content License

- 2.1 **Rights in Content.** As between the parties, the Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Customer's Content provided to the Service. Subject to the terms of this Agreement, the Customer hereby grants to Trimble the right to use and modify the Customer's Content to the extent necessary to provide the Service to the Customer and, to the Customer's Administrators, Licensed Users, Contractors and Affiliates the right to access the Customer's Content through the Service, and under the terms of this Agreement. However, the Customer grants Trimble a non-exclusive, perpetual, irrevocable, worldwide and

royalty-free license to use, reproduce, create derivative works of, distribute, publicly perform and publicly display the Customer Content (which the Customer has publicly made available at the Tekla Online services) for the purpose of making available, displaying, distributing and promoting the Tekla Online Services, and for the purpose of further development of the Tekla Online services and other Trimble software products and related services.

- 2.2 **Content.** Customer is solely responsible for that its Content complies with the terms of this Agreement, the Documentation, and all applicable laws and regulations. Trimble's acceptance of the Content does not constitute any representation or acknowledgement by Trimble that the Content complies with such requirements, nor does it constitute any acceptance by Trimble of any responsibility or liability in connection with such requirements.
- 2.3 **Personal Data.** The Customer may not copy any personal data from nor use any personal data made available in the Service, except for use that may be specifically permitted in the Service, for example by Licensed Users subscribing to the Content.
- 2.4 **Customer Content Aggregation.** Notwithstanding anything to the contrary herein, the Customer agrees that Trimble and its affiliates may use, process, manipulate, modify, copy and compile to be able to create derivative works from Customer Content and any other data related to the Service, including, but not limited to, using such data for any Trimble's internal business purpose, and for the improvement of the Service, and/or the development of other products or service capabilities. The Customer hereby acknowledges and agrees that Trimble and its affiliates may disclose to third parties aggregated data derived from Customer Content or from any other data related to the Service, so long as such aggregated data is not personally or otherwise identifiable with respect to the Customer. Further, all service data, usage data, and other data that does not identify the Customer and any data that is derived from the Customer Content and all data, reports, derivative works, compilations, modifications and other materials created by Trimble from or with use of such data will be, in each case, the sole and exclusive property of Trimble; and the Customer, on behalf of the Customer, hereby assigns all of Customer's, title and interest, if any, in and to such items to Trimble without any fees and without rights to future royalties.
- 2.5 **Storage of Content.** Trimble does not provide an archiving service. Trimble agrees only that it shall not intentionally delete any Customer's Content unless separately agreed between the Parties and/or requested by either Party with reasonable advance notice, from the Service prior to termination of the Customer's applicable Subscription Term. Once Trimble has announced an end-of-life (EOL) date to its Software (or EOL for certain versions of its Software) Trimble is entitled to delete all Customer's Content (from Trimble's Services) created by the EOL Software, one year after such EOL date. Trimble expressly disclaims all other obligations with respect to storage.

### 3 Customer Obligations

- 3.1 **In General.** The Customer shall ensure that the Customer and/or the Customer's Administrators' and Licensed Users' use of the Service is at all times compliant with all applicable laws including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data. The Customer is solely responsible for the accuracy, content and legality of all Customer Content. Customer may not use the Service for, or to permit others to carry out, any illegal activity. The Customer represents and warrants to Trimble that the Administrator and the Licensed Users have sufficient rights in the Customer Content to grant the rights granted in Section 2 (Content and Content License), and that the Content does not infringe or violate the intellectual property, publicity, privacy or other rights of any third party. The Customer also represent and warrant that Customer Content does not contain viruses or other harmful material.
- 3.2 **Training and Use Requirements.** The Customer shall ensure that the Customer's Administrators and Licensed Users are adequately trained in the use of the Service (provision of training by Trimble, if any, shall be separately agreed). The Customer shall (a) ensure that the persons operating or supervising the operation of the Service are adequately qualified for their tasks; and (b) verify and test that the results of any calculations including, without limitation, any and all items designed by use of the Service and data processing carried out by the Service are correct and accurate, and that they are verified as correct by an appropriately qualified person or, where appropriate, a qualified civil/structural engineer.
- 3.3 **Indemnification by the Customer.** The Customer shall indemnify, defend and hold harmless Trimble and its Affiliates from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim arising from or relating to (a) any Customer Content, or breach or alleged breach by the Customer of Section 3 (Customer Obligations) or (b) any service or product offered by the Customer in connection with or related to the Service. This indemnification obligation is subject to the Customer receiving (i) prompt written notice of such claim (but in any event notice in sufficient time for the Customer to respond without prejudice); (ii) the exclusive right to control and direct the

investigation, defense, or settlement of such claim; and (iii) all reasonable necessary cooperation of Trimble at the Customer's expense.

#### 4 Security, Monitoring and Complaints

- 4.1 Trimble agrees to use commercially reasonable technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of the Service or Content, please check our Trust Center in our public web (<https://www.tekla.com/tekla-trust-center>). However, Trimble shall have no responsibility for errors in transmission, unauthorized third-party access or other causes beyond Trimble's control.
- 4.2 The Customer expressly acknowledges and agrees that Trimble uses automated and manual tools to monitor the Customer's use of the Service and the Content, in order to verify the Customer's compliance with this Agreement and any other agreements in force between Trimble and the Customer, and to detect infringing or otherwise unlawful Content. On becoming aware of any potential breach or violation in such respect, Trimble shall be entitled, at its discretion, to remove such Content and/or terminate this Agreement and/or any Order Form in force between Trimble and the Customer, as set out under clause 8.
- 4.3 Making a Claim. If you believe that i) any Content violates your rights; or ii) any Content is likely to be considered illegal, you may submit a claim to Trimble in accordance with Trimble's Notice and Action mechanism, available at Trimble's public website: <https://support.tekla.com/digital-safety#no-back> .
- 4.4 Responding to Claims. If Trimble receives a claim from a third party requesting that your Content be changed or removed, Trimble may remove the Content and/or refer that claim to you. You must respond to the notice as soon as reasonably practicable, and comply with any other requirements in Trimble's Notice and Action mechanism policies at Trimble's public website: <https://support.tekla.com/digital-safety#no-back>. If you discover that your Content violates the terms of this Agreement or Documentation, you must immediately notify Trimble and work with Trimble to repair the Content.
- 4.5 Complaint Handling Policy (Appeals). When Trimble (i) terminates, removes or suspends the availability of your Content or you access to the Service or declines to remove or suspend the availability of a third party's Content, access to Service, or Subscription in response to a claim made by you in accordance with this Section 4 above or other claim of illegal content: you will receive a written notice of such decision that provides you with the reasons for such decision by Trimble and an opportunity to ask Trimble for reconsideration of the decision. All such appeals should be sent to the following address seen Trimble's public website: <https://support.tekla.com/digital-safety#no-back> . Trimble will conduct a diligent, objective, and proportionate review of such appeals, with due regard to the fundamental rights of all parties involved. Trimble will conduct such review or notify you of its status within [30] calendar days, and Trimble will inform you by email of its final decision and the reasons for it.

#### 5 Ownership of the Service

- 5.1 **Trimble Technology**. This is an agreement for access to and use of the Service. The Customer acknowledges that it is obtaining only a limited right to the Service and that irrespective of any use of the words "acquire", "purchase", "sale" or like terms in this Agreement no ownership rights are being conveyed to the Customer or any Administrator or Licensed User under this Agreement. The Customer agrees that Trimble or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to all of the Service, Documentation and any and all related and underlying technology and documentation; and any derivative works, modifications or improvements of any of the foregoing, including as may incorporate Feedback (defined below) (collectively, "**Trimble Technology**"). Further, the Customer acknowledges that the Service is offered as an online, hosted solution, and that the Customer has no right to obtain a copy of any computer code underlying the Service.
- 5.2 **Feedback**. The Customer, from time to time, may submit comments, questions, suggestions or other feedback relating to any Trimble product or service to Trimble ("**Feedback**"). Trimble may freely use or exploit Feedback in connection with any of its products or services.

## 6 Free of charge subscriptions

Other free of charge subscriptions. In addition to Trial Subscriptions defined in section 1.6, Trimble may (from time to time) offer other free of charge subscription services subject to additional terms to define (including but not limited to) the purpose of such service and the subscription term etc. embedded in each of such service provided by Trimble. Example of such service is Tekla Campus. Some of the Tekla Online services might be accessed as an anonymous user (beside a registered user), like Tekla User Assistance and Tekla Downloads, pls. see [Tekla.com/services](https://tekla.com/services).

## 7 Paid Subscriptions

- 7.1 **Paid Subscription Term and Renewals.** As specified on the applicable Order Form, the Paid Subscription Term shall be either i) three (3) months or ii) any period longer than three (3) months, by minimum one month increase, as specified in the Order Form. The Order and the Agreement shall commence on the start date set forth in the Order Form (if any) or set forth to the processing date of the Order Form, and shall continue in effect for the initial period set forth in the Order Form ("Initial Term"). A fixed subscription will end after the Initial Term. Recurring subscription, and thus the Agreement, shall automatically renew on the date following the Initial Term ("Renewal Date"), or at each anniversary of the Renewal Date, for an additional twelve (12) months period on then current fees for such renewals (the Initial Term and any renewal period are collectively referred to as "Term").
- 7.2 **Fees and Payment.** All fees are as set forth in the applicable Order Form and shall be paid by the Customer within thirty (30) days of the effective date of the applicable Order Form, unless otherwise specified in the applicable Order Form. The Customer is required to pay any sales, use, value-added, withholding, or similar taxes or levies, whether domestic or foreign, other than taxes based on the income of Trimble and/or the Reseller. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less.
- 7.3 **Removal and Suspension of Service.** Trimble may remove or suspend the availability of any Content, if payment of the fees is overdue and not paid at the latest within a time period indicated in the payment reminder and/or the invoice, Trimble reserves the right to suspend the Customer's Paid Subscription access to the Service, including without limitation the Administrator's and the Licensed User's rights to Content, without liability to You by Trimble and/or the Reseller, until such amounts are paid in full. Furthermore, Trimble may also remove or suspend the availability of any Content from the Service or your access to the Service for any of following reasons. Reasons may include, without limitation, (i) your breach of the terms of this Agreement or the Documentation; (ii) an assertion or claim that your Content infringes the intellectual property rights of a third party; (iv) an assertion by network operator that your Content causes harm to the operator's network; (v) complaint(s) about the content or quality of your Content, or (vi) your actual or potential violation of any applicable law, regulation, or regulatory guideline. Trimble also may disable previously downloaded copies of a Content if Trimble believes that the Content could cause harm to end users or their devices, third parties or any network, or to comply with any legal requirement, government order, or lawsuit settlement. Trimble termination and suspension rights are without prejudice to its other rights and remedies.

## 8 Term and Termination

- 8.1 **Term.** This Agreement is effective as of the effective date of the applicable Order Form. Unless otherwise agreed, the Agreement shall thereafter be valid as set out in Section 1.6 and Section 7.1, subject to this Section 8.
- 8.2 **Termination.** The Customer or Trimble may terminate this Agreement (including all related Order Forms) if the other party (a) fails to cure any material breach of this Agreement, within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party and not dismissed within sixty (60) days thereafter. The Customer may terminate the Agreement or any Order Form for convenience by giving the Reseller a written notice of termination at least thirty (30) days prior to expiration of the then-current Paid Subscription Term. Trimble or the Reseller (as applicable) reserves the right to terminate the Agreement or any Order Form for cause immediately upon written notice to the Customer, and without giving the Customer a cure period, if the Customer fails to pay the fees. Also Trimble or the Reseller (as applicable) has the right to terminate a Trial Subscription at any time for any reason upon notice to the Customer.
- 8.3 **Effect of Termination.** Upon any expiration or termination of this Agreement, the Customer shall immediately cease (and shall cause any and all Administrators and Licensed Users to cease) any and all use of and access to the Service (including any and all related Trimble Technology) and delete (or, at Trimble's request, return) any and all copies of the Documentation, any passwords or access codes and any other Trimble Confidential Information in its possession. Provided this Agreement was not terminated for the Customer's breach,

Administrator may retain and use internally hard copies of all reports and Content generated by the Customer from the Service which the Customer printed in hardcopy form prior to termination. The Customer acknowledges that following termination it shall have no further access to any Content in the Service, and that Trimble may delete any such data as may have been stored by Trimble at any time. For clarity, Administrators and Licensed Users will no longer be able to access Content in the Service after termination of this Agreement. Except where an exclusive remedy is specified, the exercise of either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise.

- 8.4 **Survival.** The following Sections shall survive any expiration or termination of this Agreement: 1.4 (Tekla Online profile), 1.7 (General Restrictions), 2.2 (Personal Data), 3.3 (Indemnification by the Customer), 5 (Ownership of the Service), 7.2 (Fees and Payment), 8 (Term and Termination), 9.2 (Warranty Disclaimer), 10 (Limitation of Remedies and Damages), 12 (Confidential Information) and 14 (General Terms).

## 9 Limited Warranty

- 9.1 **Limited Warranty.** Trimble warrants that the Service, when used by the Customer during the Term, will operate in substantial conformity with its applicable Documentation. Trimble does not warrant that the Customer's use of the Service will be uninterrupted or error-free, nor does Trimble warrant that it will review the Content for accuracy or that it will preserve or maintain the Content without loss. Trimble's sole liability and the Customer's sole and exclusive remedy for any breach of this warranty shall be, at no charge to the Customer, for Trimble to use commercially reasonable efforts to correct the reported nonconformity or if Trimble determines such remedy to be impracticable, either party may terminate the Agreement with immediate effect, with respect to the affected Service and if such Service is part of a Paid Subscription, the Customer shall receive as its sole remedy a refund of any fees the Customer has pre-paid for use of such Service for the terminated portion of the applicable Paid Subscription Term. The limited warranty set forth in this Section 9.1 shall not apply: (i) unless the Customer makes a claim within thirty (30) days of the date on which the Customer first noticed the non-conformity, (ii) if the error was caused by misuse or unauthorized modifications, (iii) if the error was caused by Administrator or third-party hardware, software or services, or (iv) to use provided on a no-charge or evaluation basis.
- 9.2 **Warranty Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY IN SECTION 9.1, THE SERVICE IS PROVIDED "AS IS". NEITHER TRIMBLE NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. THE CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. TRIMBLE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF TRIMBLE.

## 10 Limitation of Liability

- 10.1 **Consequential Damages.** EXCEPT FOR EXCLUDED CLAIMS (DEFINED BELOW), NEITHER PARTY NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
- 10.2 **Liability Cap.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, TRIMBLE'S ENTIRE LIABILITY TO THE CUSTOMER SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO TRIMBLE OR TO THE RESELLER DURING THE PRIOR TWELVE (12) MONTHS UNDER THE AGREEMENT.
- 10.3 **Excluded Claims.** "Excluded Claims" means any claim arising from the Customer's breach of Section 1.7 (General Restrictions), Section 2 (Content and Content License) or either party's breach of Section 12 (Confidential Information).

## 11 Intellectual Property Infringement

- 11.1 In the event that the use of the Service in accordance with this Agreement by the Customer, its Administrators or Licensed Users infringes or is alleged to infringe a third party's intellectual property rights, Trimble may, at its sole option and expense, either (i) procure for the Customer the right to continue to use the Service; or (ii) modify the

Service as to or substitute it with a functionally equivalent Service; or (iii) terminate the Agreement with immediate effect, and refund to the Customer the fees paid by the Customer for the portion of the Paid Subscription Term which was paid by the Customer but not rendered by Trimble. This Section sets forth the sole obligations of Trimble and the sole and exclusive remedies of the Customer in respect of any actual or alleged infringement of third party intellectual property rights arising out of any use of the Service.

## 12 Confidential Information

12.1 Each party (as “**Receiving Party**”) agrees that all code, inventions, know-how, business, technical and financial information it obtains from the other party (“**Disclosing Party**”) constitute the confidential property of the Disclosing Party (“**Confidential Information**”), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any Trimble Technology, performance information relating to the Service, and the terms and conditions of this Agreement shall be deemed Confidential Information of Trimble without any marking or further designation. Except as expressly authorized herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for Trimble, the subcontractors referenced in Section 14.9), provided that such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 12 and that the Receiving Party remains responsible for compliance by any such representative with the terms of this Section 12. The Receiving Party’s nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

## 13 Data Protection

13.1 This section 13.1 applies if You are a legal person. All applicable laws, rules, and regulations relating to the protection of privacy and data protection are referred to as “Data Protection Legislation”. “Personal Information” is defined as in the applicable Data Protection Legislation, or if no definition is provided, any personally identifiable information which is either (i) provided by You, or (ii) automatically collected through Trimble’s service on Your behalf. “Applicable”, in this context, means the Data Protection Legislation applicable to You at Your principal place of business or to Trimble at Trimble’s principal place of business, and such laws that Customer notifies Trimble in writing of that apply to the parties.

- a) Each party will comply with all applicable requirements of the Data Protection Legislation that applies to it. This Section 13.1 is in addition to, and does not relieve, remove or replace, a party’s obligations or rights under the applicable Data Protection Legislation.
- b) The parties acknowledge that: (i) when performing its obligations under this Agreement, Trimble processes Personal Information on the Your behalf and (ii) the Personal Information may be transferred or stored, and/or accessed from outside of the country where Your principal place of business is located in order to provide the SaaS and Trimble’s other obligations under this Agreement.
- c) Without prejudice to the generality of Section 13.1 a), You will ensure that it has all necessary appropriate consents and notices in place (i) to enable lawful transfer of the personal information to Trimble for the duration and purposes of the Agreement and (ii) to enable Trimble to lawfully use, process and transfer the Personal Information in accordance with this Agreement, including on Your behalf.
- d) If the processing of Personal Information by Trimble is subject to the General Data Protection Regulation ((EU) 2016/679) or the Data Protection Act 2018 of the United Kingdom, then, in addition, at the request of Customer, then the parties will execute an applicable data processing agreement, see <https://www.trimble.com/privacy/DPA-TI-EuroSubs> (or any successor url). Transfers of Personal Information from Trimble entities located in Europe, acting as data exporter, to Trimble entities in the USA, acting as data importer, are governed, for the benefit of Customer, by the Standard Contractual Clauses available at <https://www.trimble.com/en/our-commitment/responsible-business/data-privacy-and-security/data-privacy-center> or upon written request to Trimble.

13.2 CCPA and others. If the processing of Personal Information by Trimble is subject to US data protection laws, rules or regulations, then the US Data Processing Addendum for Customer Personal Information (available at [https://dl.trimble.com/www/us\\_dpa\\_customer.pdf](https://dl.trimble.com/www/us_dpa_customer.pdf) or any successor url) is herein incorporated by reference.

## 14 General Terms

14.1 **Assignment.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. The Customer may not assign this Agreement except upon the advance written consent of Trimble and the Reseller, if applicable. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 14.1 will be null and void.

14.2 **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

14.3 **Governing Law.** 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.

14.4 **Dispute Resolution.** 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 domicile of the Customer; 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 in accordance with Section 12 of this Agreement. This Section 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.

14.5 **Out-of-Court Dispute Resolution.** Should any appeal you submit to Trimble pursuant to the procedures described in Section 4.5 of this Agreement and related to the provision of services by Trimble to users located or having their place of establishment in the European Union not be resolved, you are entitled to select any out-of-court dispute settlement body within the European Union that has been certified by the Digital Services Coordinator of the European Union Member State where the settlement body is established to resolve such dispute. Such settlement body shall not have the power to impose a binding settlement of the dispute upon the parties. Both parties agree to engage with such settlement bodies in good faith, with a view to resolving the dispute.

14.6 **Amendments; Waivers.** Except as may be otherwise expressly set forth herein, no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Customer or Administrator will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

14.7 **Entire Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. The Customer acknowledges that the Service is an online, subscription-based product, and that in order to provide improved customer experience Trimble may make changes to the Service, and Trimble will update the applicable Documentation accordingly.

14.8 **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, insurrection, riot, fire, explosion, natural disaster, failure or diminishment of power or telecommunications or data networks or services, denial-of-service attack, embargo or refusal of a license by a government agency (an "event of force majeure"). In an event of force majeure, the other party shall be notified without delay of its occurrence and estimated duration. If the performance of the Agreement is delayed by more than three (3) months as a result of an event of force majeure, a party may terminate the Agreement, by notifying the other party in writing thereof.



- 14.9 **Subcontractors.** Trimble may use the services of subcontractors and permit them to exercise the rights granted to Trimble in order to provide the Service under this Agreement, provided that Trimble remains responsible for (i) compliance of any such subcontractor with the terms of this Agreement and (ii) for the overall performance of the Service as required under this Agreement.
- 14.10 **Independent Contractors.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
- 14.11 **Data Privacy.** Trimble's privacy notice is published at <https://www.trimble.com/en/our-commitment/responsible-business/data-privacy-and-security/data-privacy-center/privacy-notice> and incorporated herein by this reference. The Customer expressly agrees and consents to such processing of personal data by Trimble.
- 14.12 **Export Control.** In its use of the Service, the Customer agrees to comply with all export and import laws and regulations of the European Union, the United States and other applicable jurisdictions. Without limiting the foregoing, (i) the Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) the Customer shall not (and shall not permit any of its users to) access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) the Customer shall not submit to the Service any information that is controlled under the U.S. International Traffic in Arms Regulations.
- 14.13 **Language versions.** If there are discrepancies between the English version and any other language version of these Terms, the English version shall take precedence.
- 14.14 **Point of Contact in DSA related matters.** Trimble's Point of Contact for purposes of any matters related to the Digital Services Act (Regulation (EU) 2022/2065, "DSA") in the European Union is Trimble Europe B.V. Attention: General Counsel, Important Legal Notice, Industrieweg 187a, 5683CC Best, the Netherlands.

END OF TERMS "ToS-TEKLA-ONLINE-2024-revB", updated 1<sup>st</sup> of June 2024.