

**TERMS OF SERVICE
FOR TEKLA ONLINE SERVICES
(ref. ToS-Tekla-Online-2020)**

IMPORTANT, READ CAREFULLY:

BY ENTERING INTO AN AGREEMENT INCORPORATING THIS TOS-TEKLA-ONLINE-2020, YOU:

- 1. ACKNOWLEDGE THAT YOU HAVE READ THIS TOS-TEKLA-ONLINE-2020;**
- 2. ACCEPT AND AGREE TO THE TERMS OF THIS TOS-TEKLA-ONLINE-2020;**
- 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-2020.**

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: 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/services> .

- These terms of services for Trimble Solutions Corporation's (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 eLearning, Tekla User Assistance, Tekla Discussion Forum, Tekla Warehouse, Tekla Developer Center, Tekla Model Sharing and Tekla public web pages (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 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, the Agreement may be terminated in accordance with Section 8.1 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 or cancellation 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 forty five (45) 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. Trimble has the right to terminate aa Trial Subscription at any time for any reason upon notice to the Customer. 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 **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 Licenced Users subscribing to the Content.
- 2.3 **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 aggregate data derived from Customer Content or from any other data related to the Service, so long as such aggregate 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.
- 2.4 **Storage of Content.** Trimble does not provide an archiving service. Trimble agrees only that it shall not intentionally delete any Customer's Content from the Service prior to termination of the Customer's applicable Subscription Term. 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. 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 and Monitoring

- 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 Security Center (/ Trust Center) in our public web (Tekla.com). 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 other agreements in force between Trimble and the Customer, upon notice in writing to the Customer.

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.

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) a calendar year or ii) at the end of Paid Subscription Term. As specified on the Order Form, the initial Paid Subscription Term shall be from the agreed commencement date I) either to the end of the current calendar year or ii) at the end of Paid Subscription Term, and shall thereafter automatically renew for subsequent periods of either i) a calendar year or ii) for the Paid Subscription Period equal to initial period (as applicable), subject to the Customer's payment of Trimble's then-current paid subscription price and subject to the Customer's acceptance of possible updates to these Terms. 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 Paid Subscription 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 **Suspension of Service.** If payment of the fees is overdue and not paid at the latest within a time period indicated in the payment remainder, 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 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 Trimble, until such amounts are paid in full.

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, including a failure to pay fees, 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. In the event at any time, the Customer does not have a Paid Subscription, then either party may terminate this Agreement and the Customer's access to the Service at any time, for any reason, immediately upon notice to the other party.
- 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), 1.8 (General Restrictions), 2.2. (Personal Data), 3.3 (Indemnification by the Customer), 5 (Ownership of the Service), 6.2 (Fees and Payment), 7 (Term and Termination), 8.2 (Warranty Disclaimer), 9 (Limitation of Remedies and Damages), 10 (Indemnification), 11 (Confidential Information) and 12 (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 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 8.1 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 8.1, 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 GREATER OF THE AMOUNT ACTUALLY PAID BY CUSTOMER OR ADMINISTRATOR TO TRIMBLE DURING THE PRIOR TWELVE (12) MONTHS UNDER THIS AGREEMENT.
- 10.3 **Excluded Claims.** "**Excluded Claims**" means any claim arising from the Customer's breach of Section 1.8 (General Restrictions), Section 2 (Content) or either party's breach of Section 11 (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 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 12.8), provided that such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 11 and that the Receiving Party remains responsible for compliance by any such representative with the terms of this Section 11. 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

This clause 13 (Data Protection) applies in case Provider's performance of the services incorporates processing of Personal Data by the Provider on behalf of the Customer. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Agreement is an addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

13.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Provider is the processor (where Controller and Processor have the meanings as defined in the Data Protection Legislation). The Agreement and Schedule sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, "Personal Data") and categories of data subject.

13.2 Without prejudice to the generality of clause 13.1, the Customer will ensure that it fulfills all necessary requirements to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of this Agreement.

13.3 Without prejudice to the generality of clause 13.1, the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under this Agreement:

(a) process that Personal Data only on the written instructions of the Customer subject to Art. 28 (3) GDPR. Instructions may be handled as a change request at the cost of Customer. Provider shall immediately inform the Customer if, in its opinion, an instruction infringes Data Protection Legislation;

(b) ensure that it has in place appropriate technical and organizational measures, reviewed and approved by the Customer (for the Provider's list of measures see the Schedule). Such measures shall ensure a level of security appropriate to the risks presented by processing and are subject to change depending on Provider's recurring risk assessments;

(c) ensure that all personnel or any other person acting on behalf of the Provider who have access to and/or process Personal Data are obliged to keep the Personal Data confidential and any natural person acting under the authority of the Provider who has access to personal data does not process them except on instructions from the Customer;

(d) may transfer Personal Data outside of the European Economic Area. In case of transfer outside the European Economic Area, the Provider ensures that the transfer is only to (a) countries for which the European Commission has decided that they have an adequate level of data protection or (b) parties, which have committed to the Privacy Shield or (c) use European Commission standard contractual clauses 2010/87/EU;

(e) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) assist the Customer by providing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights pursuant to Data Protection Regulation;

(g) notify the Customer without undue delay on becoming aware of a Personal Data breach;

(h) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and

(i) maintain complete and accurate records and information to demonstrate its compliance with this clause and the Data Protection Regulation and allow for audits, at the Customer's cost, by the Customer or the Customer's designated auditor.

(j) be entitled to collect, use, process anonymous and aggregate data of the use of the services pursuant to the Agreement, that is not personally identifiable with the Customer nor data subjects and use such data for any Provider's internal business purpose, and for the improvement and/or the development of other products or service capabilities.

- 13.4 The Provider shall not engage a third-party processor without prior specific or general written authorization of the Customer. The Customer consents to the Provider appointing the parties named in the Schedule as third-party processors of Personal Data under this Agreement. The Provider confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement in which he imposes on that other processor the obligations as set out in this clause. The Provider informs the Customer of any intended changes concerning the addition or replacement of other processors. The Customer has the right to object to such changes. As between the Customer and the Provider, the Provider shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.
- 13.5 Either party may, at any time on not less than 30 days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 13.6 Each party's and its affiliates' liability arising out of or related to this clause and processing of Customer's Personal Data, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and its affiliates under the Agreement. For the avoidance of doubt, Provider's and its affiliates' total liability for all claims from the Customer and its affiliates arising out of or related to the Agreement and this clause shall apply in the aggregate for all claims under the Agreement.

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 **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.
- 14.6 **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.

- 14.7 **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.
- 14.8 **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.
- 14.9 **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.
- 14.10 **Data Privacy.** Trimble’s privacy notice is published at <https://www.tekla.com/privacy-notice> and incorporated herein by this reference. The Customer expressly agrees and consents to such processing of personal data by Trimble.
- 14.11 **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.
- 14.12 **Language versions.** If there are discrepancies between the English version and any other language version of these Terms, the English version shall take precedence.

Schedule to Data Processing Clause in Terms of Services for Tekla Online services

Appendices 1-3

Appendix 1: Processing Specification Form 1

| Type of data | Type and purpose (Subject matter) of the Data Processing | Categories of data subject affected |
|---|--|---|
| <ul style="list-style-type: none"> ● Name ● Phone ● Email ● Country ● Display name ● Organization ● Job title ● Picture ● Language preference ● Possible service specific preferences | <ul style="list-style-type: none"> ● User authentication ● Entitlement management ● Provision of services ● Customer support and maintenance ● Communication with the users | <ul style="list-style-type: none"> ● Employees of enterprise customers. ● Contractors and partners of enterprise customers. ● Application end users. |

Appendix 2: Technical and Organizational Measures

This Appendix describes the technical and organizational security measures and procedures that the Data Processor shall, as a minimum, maintain to protect the security of personal data created, collected, received, or otherwise obtained. Data processor will keep documentation of technical and organizational measures identified below to facilitate audits and for the conservation of evidence.

Access Control to Processing Areas

Data processor implements suitable measures in order to prevent unauthorized persons from gaining access to the data processing equipment where the personal data are processed or used. This is accomplished by

- establishing security areas;
- protection and restriction of access paths;
- securing the data processing equipment;
- establishing access authorizations for staff and third parties, including the respective documentation
- all access to the data center where personal data are hosted is logged, monitored, and tracked; and
- the data centre where personal data are hosted is secured by a security alarm system, and other appropriate security measures.

Access Control to Data Processing Systems

Data processor implements suitable measures to prevent its data processing systems from being used by unauthorized persons. This is accomplished by:

- automatic time-out of user terminal if left idle, identification and password required to reopen;

- automatic turn-off of the user AD account when several erroneous passwords are entered, log file of events;dedication of individual terminals and/or terminal users,
- staff policies in respect of each staff access rights to personal data (if any), informing staff about their obligations and the consequences of any violations of such obligations, to ensure that staff will only access personal data and resources required to perform their job duties and training of staff on applicable privacy duties and liabilities;
- access to data processing platforms is logged; and
- as far as possible, use of state of the art encryption technologies.

Access Control to Use Specific Areas of Data Processing Systems

Data processor commits that the persons entitled to use its data processing system are only able to access the data within the scope and to the extent covered by its access permission (authorization) and that personal data cannot be read, copied or modified or removed without authorization. This shall be accomplished by:

- staff policies in respect of access rights to the personal data;
- allocation of individual terminals and/or terminal user;
- as far as possible, monitoring capability in respect of individuals who delete, add or modify the personal data and regular update of authorization profiles;
- release of data to only authorized persons;
- policies controlling the retention of backup copies; and
- as far as possible, use of state of the art encryption technologies.

Transmission Control

Data processor implements suitable measures to prevent the personal data from being read, copied, altered or deleted by unauthorized parties during the transmission thereof or during the transport of the data media. This is accomplished by:

- use of state-of-the-art firewall and encryption technologies to protect the gateways and pipelines through which the data travels;
- as far as possible, all data transmissions are logged, monitored and tracked.

Input Control

Data processor implements suitable measures to ensure that it is possible to check and establish whether and by whom personal data have been input into data processing systems or removed. This is accomplished by:

- authentication of the authorized personnel; individual authentication credentials such as user IDs that, once assigned, cannot be re-assigned to another person (including subsequently)
- utilization of user codes (passwords) of at least eight characters or the system maximum permitted number and modification at first use;
- following a policy according to which all staff of Data processor who have access to personal data processed for Customers shall reset their AD passwords at a minimum once per year;

- providing that entries to data processing facilities (the rooms housing the computer hardware and related equipment) are capable of being locked;
- automatic log-off of user ID's (requirement to re-enter password to use the relevant work station) that have not been used for a substantial period of time; and
- electronic recording of entries.

Job Control

Data processor ensures that personal data may only be processed in accordance with written instructions issued by exporter. This is accomplished by:

- binding policies and procedures for Data processor's employees, subject to Data Exporters' review and approval.

Data processor ensures that if security measures are adopted through external entities it obtains written description of the activities performed that guarantees compliance of the measures adopted with this document. Data processor further implements suitable measures to monitor its system administrators and to ensure that they act in accordance with instructions received. This is accomplished by:

- individual appointment of system administrators;
- adoption of suitable measures to register system administrators' access logs and keep them secure, accurate and unmodified for at least six months; and
- keeping an updated list with relevant system administrators' identification details assigned and providing it promptly to data controller upon request.

Availability Control

Data processor implements suitable measures to ensure that personal data are protected from accidental destruction or loss. This is accomplished by:

- infrastructure redundancy to ensure data access is restored within seven days and backup performed at least weekly;
- regular check of all the implemented and herein described security measures;
- any detected security incident is recorded, alongside the followed data recovery procedures, and the identification of the person who carried them out; and
- disaster recovery plans.

Data processor system administrators (if any):

Data processor implements suitable measures to monitor its system administrators and to ensure that they act in accordance with instructions received. This is accomplished by:

- individual appointment of system administrators;
- adoption of suitable measures to register system administrators' access logs and keep them secure, accurate and unmodified for at least six months; and
- keeping an updated list with system administrators' identification details (e.g. name, surname, function or organizational area) and tasks assigned and providing it promptly to data exporter upon request.

Appendix 3: List of Sub-Processors

| Sub-Processor Name | Address | Safeguards acc. to Art. 44 - 50 GDPR |
|---------------------------|---|--|
| 10Duke Software Ltd. | Uutistie 3 C, 01770 Vantaa, Finland | Data Processing Agreement, European Commission standard contractual clauses 2010/87/EU |
| Amazon Web Services, Inc. | 440 Terry Avenue N., Seattle, WA 98109, USA | Data Processing Agreement; Privacy Shield Certification |
| Atlassian Pty Ltd | 1098 Harrison Street, San Francisco, CA94103, USA | Data Processing Agreement, Privacy Shield Certification |
| Avanade Finland Oy | Porkkalankatu 5, 00180 Helsinki, Finland | Data Processing Agreement |
| eCraft Oy Ab | Säterinportti, Linnoitustie 6B, 02600 Espoo, Finland | Data Processing Agreement |
| Google, Inc. | 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA | Data Processing Agreement, Privacy Shield Certification |
| Marketo, Inc. | 901 Mariners Island Boulevard, Suite 500, San Mateo, CA, 94055, USA | Data Processing Agreement, Privacy Shield Certification |
| Microsoft Inc. | 935 Stewart Drive Sunnyvale, CA 94085 USA | Data Processing Agreement, Privacy Shield Certification |
| Nixu Corporation | Keilaranta 15, 02151 Espoo, Finland | Data Processing Agreement |
| Siili Solutions Oyj | Porkkalankatu 24, 00180 Helsinki, Finland | Data Processing Agreement |
| Sumo Logic, Inc | 305 Main Street, Redwood City, CA 94063, USA | Data Processing Agreement, Privacy Shield Certification |
| Trimble Inc | 935 Stewart Drive Sunnyvale, CA 94085 USA | Data Processing Agreement, European Commission standard contractual clauses 2010/87/EU |
| Trimble Solutions Oy | Metsänpojankuja 1 02130 ESPOO, Finland | Data Processing Agreement |
| Wunder Oy | Lapinlahdenkatu 1, 00180 Helsinki, Finland | Data Processing Agreement |

END OF TERMS (ToS-TEKLA-ONLINE-2020), 5th of February 2020.