

**TRAINING AND CONSULTANCY TERMS  
FOR TEKLA SOFTWARE PRODUCTS  
(ref. Tekla-Training-Consultancy-Terms-2018)**

These training and consultancy terms for Tekla software products ("**Terms**") shall apply to any and all training and consultancy services to be provided by Trimble Solutions Corporation (a Finnish private limited company with Business ID 0196634-1; "**Trimble**") in relation to its Tekla software products ("**Software**").

The Terms are always supplementary to and conditional upon (a) the End-User License Agreement for Tekla Software Products ("**EULA**") or (b) the Terms of Service for Trimble's online platform and services ("**ToS**"). The EULA (ref. EULA-Tekla-2018) or ToS (ref. ToS-Tekla-Online), as applicable, contains definitions and essential terms and conditions regulating the rights and obligations of the Parties, for example regarding Warranty Disclaimer, Confidentiality and General Terms, and such definitions, terms and conditions shall be applied in the delivery of Services (defined below) under these Terms.

These Terms, the Order Form and a possible Project Plan form a binding agreement between Trimble, or an affiliated company of Trimble, on the one hand, and the organization subscribing the Services ("**Customer**" or "**You**") on the other hand ("**Agreement**"). Additional terms and conditions in the Customer's order documentation or any other corresponding Customer terms and conditions, which conflict with the Agreement, shall under no circumstances be binding on Trimble unless expressly agreed to in writing by Trimble and signed by an authorized representative of Trimble.

Trimble reserves the right to update and change these Terms from time to time at its discretion. The amended Terms shall be applied to subsequent purchase orders.

## **1 Definitions**

- 1.1 "**Project Plan**" shall mean the description of Services and the plan for the performance of Services (that may be attached to the Order Form or that may refer to these Terms) in which the parties define and individualize the Services, which Trimble shall perform for the Customer pursuant to the Agreement. The Project Plan shall include, without limitation, the project organization, the contact information and the delivery schedule for the Services including possible milestones and possible payment schedules relating thereto.
- 1.2 "**Services**" shall mean the training and/or consultancy work defined in the Order Form, to which these Terms are attached or in which these Terms are referred to, and/or in the Project Plan.
- 1.3 "**Service Results**" shall mean material in any form, including but not limited to reports, documents, files, software or any other material, which has been specifically developed for the Customer in connection with the performance of Services and/or which has resulted from an action of Trimble or results from the parties' cooperation in connection with the performance of the Services.
- 1.4 "**Trimble Documentation**" shall mean all material in any form whatsoever, which has been marked as being Trimble's information and material, including but not limited to reports, documents, files, software and other material, which has been created, acquired or developed by Trimble prior to performance of the Services to the Customer and which has been provided to the Customer in connection with the performance of the Services.

## **2 Personnel**

- 2.1 Trimble shall assign personnel with appropriate competence and experience to perform the Services in accordance with the Agreement.
- 2.2 Notwithstanding any supervision, guidance and management exercised by the Customer over Trimble's personnel in connection with the Services, the personnel of Trimble shall at all times remain in the employment of Trimble. At no time shall an employment relationship develop between the Customer and Trimble or between the Customer and the personnel of Trimble.
- 2.3 Each party shall assign representatives with appropriate competencies to act as the parties' principal contact persons for all questions relating to the Services. Trimble's representative shall supervise and guide the performance of the Services. The parties may change their representatives only by notifying the other party in writing thereof.

### **3 Service Delivery; Rights and Obligations of the Customer**

- 3.1 Trimble shall use commercially reasonable efforts to provide the Services and deliver the Service Results in a professional manner with due skill and diligence and in accordance with the Order Form.
- 3.2 The Customer has 90 days to consume the training from the Customer's signature date on the Order Form, thereafter, training fees may be forfeited. Customer can cancel with full refund, or reschedule from one training event to another one (1) time at no additional charge, provided that cancellation / rescheduling is done at least 14 days before the scheduled class. Trimble reserves the right to cancel or reschedule training class up to 14 days before scheduled start date. If the training takes place outside of Trimble's own premises, the Customer will provide the necessary arrangements, unless agreed otherwise.
- 3.3 The Customer is responsible for checking the documentation, text or operation of the items related to an assigned consulting project, and to ensure that the use of the items in such assigned consulting project are properly carried out, and when applicable, in accordance with the user manuals. Trimble does not accept any liability for loss or damage arising out of any errors that might be contained in the documentation, text or operation of the items related to the assigned consulting project.
- 3.4 The Services shall be performed and the Service Results shall be delivered on an "as is" basis without a warranty of any kind.

### **4 Acceptance**

- 4.1 The Services and Service Results shall be assumed accepted, if the Customer has not within seven (7) days from the performance of the Services and/or the delivery of the Service Results made a written reclamation regarding the performance of the Services and/or delivery of the Service Results. Any reclamation shall also include the grounds for the reclamation.

### **5 Prices and Terms of Payment**

- 5.1 Trimble's invoice shall specify the price for the Services in accordance with the Agreement.
- 5.2 The agreed prices do not include VAT or any other taxes or duties.
- 5.3 The prices do not include traveling and accommodation costs of the trainer. These will be charged to the Customer when the training takes place outside of Trimble office.

### **6 Intellectual Property Rights**

- 6.1 All copyrights and other intellectual property rights relating to the Service Results shall be property of Trimble or its supplier, as applicable, unless otherwise agreed in applicable Order Form.
- 6.2 All copyrights and other intellectual property rights relating to the Trimble Documentation, including but not limited to any development applications and models, shall be property of Trimble.
- 6.3 All copyrights and other intellectual property rights relating to any Customer specific geometrics, layouts, models, components etc. provided to Trimble or an Authorized Distributor by Customer shall remain the property of the Customer.
- 6.4 Trimble shall grant the Customer a worldwide, nonexclusive and non-transferable license to use, copy and amend the Trimble Documentation and Service Results provided to the Customer in connection with the Services for the Customer's internal use only.

### **7 Term and Termination**

- 7.1 This Agreement comes into force when both parties have signed it and shall be valid until the Services have been completed.
- 7.2 A party may terminate the Agreement with immediate effect by written notice to the other party, in the event that (i) the other party is in material breach of this Agreement and has not remedied the breach within thirty (30) days after having been notified of the breach in writing; (ii) the other party becomes insolvent, is made bankrupt or put

into liquidation; or (iii) it becomes otherwise clear that the other party as a result of its financial or other difficulties is unable to fulfil its contractual obligations.

## **8 Limitation of Liability**

- 8.1 NEITHER TRIMBLE NOR ITS SUPPLIERS SHALL BE LIABLE FOR LOSS OF REVENUE, LOSS OF PROFIT, LOSS OF PRODUCTION, INTERRUPTION OF BUSINESS, COSTS OF DELAY, LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
- 8.2 MAXIMUM MONETARY LIABILITY OF TRIMBLE AND ITS SUPPLIERS SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY THE CUSTOMER UNDER THE ORDER FORM FOR THE SERVICE IN QUESTION DURING THE PRIOR TWELVE (12) MONTHS.

## **9 Applicable Law and Dispute Resolution**

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

End of Terms "Tekla-Training-Consultancy-Terms-2018", updated 21st March 2018.