



Supplemental Product Terms for ProjectSight

These Supplemental Product Terms for ProjectSight supplement the Terms of Service available at <https://www.viewpoint.com/legal/customer-terms> (“**Terms of Service**”) and apply if Customer purchases a subscription to ProjectSight, as set forth in Customer’s Order. Capitalized terms not defined herein have the meanings given in the Terms of Service.

1. Definitions.

1.1 “**Authorized Users**” shall mean (i) employees of Customer and its Affiliates; (ii) any person who is a contractor, agent, partner, distributor, or supplier engaged to assist Customer in managing or delivering a Project; and (iii) clients of Customer who are collaborating with Customer on a Project, provided the use by any of the foregoing in (ii) and (iii) shall be for the sole purpose of assisting Customer to manage the Project, and not for such parties’ or entities’ own use.

1.2 “**Gross Annual Revenue**” or “**GAR**” means Customer’s (and Customer Group’s, if applicable) income and revenue from all sources, before expenses or taxes, calculated on an annual basis according to generally accepted accounting principles and as reported in company financial statements.

1.3 “**Project**” means the initiation, delivery, operations, and maintenance of a construction project.

1.4 “**Project Budget**” means the total projected cost allocated to carry out and complete a Project.

2. GAR-Based Subscription. If the Order states a GAR, the Fees for that subscription are calculated based on that GAR. Customer agrees to promptly notify Trimble if the stated GAR increases by more than 20% at any time during the Term. If Customer’ GAR increases by more than 20%, Trimble has the right to adjust such fees based on changes in the GAR at its then-current list price for that Product. At the request of Trimble, Customer will promptly provide documentation satisfactory to Trimble evidencing Customer’s then-applicable GAR.

3. Project Collaboration. The Product allows Customer to store and share Customer Data in order to facilitate collaboration among internal users and/or third parties involved in one or more Projects.

4. Third-Party Authorized Users. The Product may permit Customer (or its Administrators) to invite third parties to become Authorized Users (such third parties, “**Third-Party Authorized Users**”). Customer authorizes Trimble to share Customer Data with Third-Party Authorized Users in connection with their use of the Product. As between Customer and any Third-Party Authorized Users, any data or other information uploaded by a Third-Party Authorized User related to the Customer’s Project(s) will be deemed Customer Data of Customer. Trimble is not liable for any act or omission of any Third-Party Authorized User.

5. Third-Party Read Only Users. In order to facilitate collaboration with third parties that may not be users of the Product, the Product may allow Customer and its Authorized Users to allow such third parties (“**Third-Party Read Only Users**”) limited access to view and/or download certain Customer Data (“**Read Only Customer Data**”). Customer authorizes Trimble to share the Read Only Customer Data with all applicable Third-Party Read Only Users. If the Product allows for unrestricted sharing or a similar option, Customer acknowledges that neither Trimble nor Customer may be able to control who has access to such Read Only Customer Data. By way of illustration, and not limitation, the Product may allow Customer and its Authorized Users to (1) permit access to Read Only Customer Data by generating a hyperlink, and (2) allow any party with access to the hyperlink to become a Third-Party Read Only User. In such instance, any party that is forwarded the link by Customer and its Authorized Users or another party, may have access to the applicable Read Only Customer Data. Trimble shall not be liable for any act or omission of any Third-Party Read Only User.

6. Customer Acknowledgements. Customer is solely responsible for any and all acts or omissions of any Third-Party Authorized Users and Third-Party Read Only Users related to the Product and Customer Data. Third-Party Authorized Users and Third-Party Read Only Users are not intended third-party beneficiaries under this Agreement. Trimble has no



liability for how third parties may access or use Customer Data as a result of Customer's or its Authorized Users' acts or omissions, including any decision to share Customer Data with any third parties.

7. Third-Party Terms. The Third-Party Materials include PDF technology powered by PDFNet Mobile SDK, copyright © PDFTron™ Systems Inc., 2001- 2016, and distributed by Trimble under license. All rights reserved. In addition to all of the terms and conditions of the Agreement, Customer (a) will use the PDFNet Mobile SDK (and PDFNetJS) only as an integral component of the Product and (b) will not use the PDFNet Mobile SDK (and PDFNetJS) for development, compilation, debugging and similar design-time purposes. Additional applicable Third-Party Terms with respect to the Product (including, without limitation, any open source software utilized in the Product and the applicable license terms) are listed at <http://go.trimble.com/ProjectSight-Third-Party-Terms>.

8. ProjectSight Service Level Agreement; After Hours Telephone Support.

The ProjectSight is subject to the service level agreement available at:
<https://go.trimble.com/Service-Level-Agreement-ProjectSight.html>.

In the event that a critical issue arises outside of the normal Technical Support hours (Monday to Friday, 5 AM PST - 5PM PST), a special team of after-hours Technical Support Specialists are available. Customer must have a current and active subscription without any outstanding balance. Customer acknowledges that after hours support will be invoiced at then-current rates upon completion of services with payment due net 30 days from the date of invoice. Time invoiced will be for actual time that Customer was engaged with Support, not for "stand-by" time.

9. Digital Millennium Copyright Act. If Customer believes that any content submitted to the Product(s) by another user copies Customer's work in a manner that constitutes copyright infringement, Customer will provide the DMCA administrator the written information specified below, as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that Customer claims has been infringed upon;
- A description of where the material that Customer claims is infringing is located;
- Customer's address, telephone number, and e-mail address;
- A statement by Customer that Customer has a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by Customer, made under penalty of perjury, that the above information in Customer's notice is accurate and that Customer is the copyright owner or authorized to act on the copyright owner's behalf.

The DMCA administrator for notice of claims of copyright infringement on the Products can be reached as follows:

DMCA Administrator
Legal Department
Trimble Inc.
935 Stewart Drive
Sunnyvale, CA 94085