



Supplemental Product Terms for Trimble Connect

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

1. 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 construction or similar projects (each a “**Project**”).

2. Usage Limitations. Customer may have up to the number of Projects and/or Authorized Users indicated in the Order.

3. Third-Party Authorized Users. The Product may permit Customer (or its Administrators) to invite third parties to become Authorized Users or Administrators on a Project (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.

4. 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 (the “**Third-Party Read Only Users**”) limited access to view and/or download certain Customer Data (the “**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.

5. Third-Party Projects. Customer and its Authorized Users (including Third-Party Authorized Users) may be invited by a third party to collaborate through the Product on one or more third party Projects. Any access to such Projects will be under the sole control of the third party “Customer(s)” for such Projects (the “**Third-Party Customer(s)**”), and any information, document, materials or other data uploaded to the Service for such Projects by Customer or any of its Authorized Users shall be deemed “Customer Data” of the applicable Third-Party Customers.

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, Third-Party Read Only Users, and Third-Party Customers 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 Software incorporates Open Source Software, a list of which is available at <https://connect.trimble.com/terms-service> under “Third-Party Terms and Attributions.”



8. 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