



Supplemental Product Terms for Trimble Mechanical Electrical Plumbing (MEP)

These Supplemental Product Terms for Trimble MEP (the “**Supplemental Product Terms**”) supplement the Terms of Service available at <https://mep.trimble.com/en/tc1-legal> (the “**Terms of Service**”) with respect to Product(s) listed below, to the extent applicable to the Order. Capitalized terms not defined herein have the meanings given in the Terms of Service.

If the Trimble MEP offering includes a subscription to Trimble Connect Business Premium, the applicable Supplemental Product Terms are available at <https://mep.trimble.com/en/tc1-legal> under the heading “Trimble Connect”.

Supplemental Product Terms for:

- Support Terms for all Trimble MEP Licensed Software (*Last updated: August 2021*)
- Autobod, BuildingData, Estimation MEP, MEPcontent for Fabshop (ITMs), and Sysque (*Last updated: August 2021*)
- Trade Service
 - Construction Analytics (*Last updated: March 2021*)*
 - Construction Xchange (*Last updated: March 2021*)*
- Fabshop (*Last updated: September 2021*)

Support Terms for all Trimble MEP Licensed Software

(*Last updated: August 2021*)

To the extent Customer has purchased and/or is eligible to receive Support for Licensed Software, Trimble will provide Support pursuant to the then-current Support Terms available at <https://www.trimble.com/support/SoftwareSSMTerms> or a successor URL.

Autobod, BuildingData, Estimation MEP, MEPcontent for Fabshop (ITMs), and Sysque

(*Last updated: August 2021*)

Third-Party Materials; Subscription Content.

(a) Customer will not use any device, software, or routine to bypass any hardware or software that prohibits volume requests for information, and Customer will not interfere with or attempt to interfere with the proper working of the Product(s) or to contest Trimble or its supplier’s ownership of or rights therein to the Product or any Subscription Content.

(b) The following terms and conditions apply to the extent Customer’s use of the Product may include access to the following Third Party Materials/Subscription Content:

- (i) Mechanical Contractors Association of America (“MCAA”) Content. Certain Product(s) may permit the Customer to obtain labor pricing data and other pricing information provided by MCAA (“**MCAA Content**”). Customer may only use such Product(s) to obtain MCAA Content if Customer is an authorized subscriber of the MCAA *WebLem*SM, and all use of MCAA Content by Customer is subject to Customer’s agreement with MCAA. Customer acknowledges the following with respect to MCAA Content:

(1) MCAA, the MCAA logo, WebLEM and all accompanying marks are registered trademarks of the Mechanical Contractors Association of America;

(2) Neither MCAA nor any of its members will be held responsible or liable in any way, either for loss or damages, which may result from Customer’s use, misuse or misapplication of the MCAA Content;



(3) As a user of the MCAA Content, Customer acknowledges that it is Customer's responsibility to make independent decisions regarding all aspects of estimating labor costs in preparing price quotations or bids; and

(4) As a user of the MCAA Content, Customer acknowledges that anti-trust laws prohibit persons from agreeing on prices to be charged or bid, or agreeing on any variable (such as labor cost) which is to be included or reflected in a price or bid.

- (ii) Harrison Publishing House ("HPH") Content. Certain Product(s) may permit the Customer to obtain MEP component and other pricing information provided by HPH ("**HPH Content**"). Customer may only use such Product(s) to obtain HPH Content if Customer has agreed to a valid HPH end user license agreement approved by HPH, and all use of the HPH Content is subject to the terms of such end user license agreement.

Without limiting any other restrictions in Customer's agreements with MCAA or HPH, Customer will only use any MCAA Content and HPH Content received from the Product for its internal business purposes and will not disclose any MCAA Content or HPH Content to any third party.

Trade Service

Construction Analytics

(Last updated: March 2021)

1. Contributor Data Sources. The Product includes data collected from users of certain Trimble offerings ("**Contributor(s)**") for estimation, quoting, modeling, procurement, and other buildings and/or construction related products ("**Contributor Products**"). A list of then-current Contributor Products is available in the Documentation, which may be updated from time to time. Data collected from Contributor Products is referred to herein as "**Contributor Data**" and, in accordance with the end user agreement for the applicable Contributor Product, may be disclosed in connection with other Trimble offerings, in aggregated and/or anonymized form, or with the consent and/or instruction of a Contributor, in identifiable form. Contributors could be contractors, distributors, and/or manufacturers.

2. Contributor Data for Customer's Own Use in the Product. Customer hereby consents to Trimble and its Affiliates providing, via the Product, Customer's Contributor Data to Customer and any of Customer's Affiliates that are designated by Customer in writing to receive such Contributor Data.

3. Contributor Data Sharing in the Business Group.

(a) Business Group Definition. A "Business Group" means users of the Product who are typically a contractor, manufacturer, and/or distributor and who are connected through Contributor Data associated with an item or component ("**Component**") used on a particular project. By way of illustration and not limitation, a contractor may (i) use a Trimble estimating Contributor Product for a project, (ii) select a manufacturer's Component for that project, and (iii) solicit a price quotation from a distributor for that Component. The Contributor Data related to that Component on that project is connected to that particular contractor, manufacturer, and distributor, and those three parties will comprise a Business Group for that component on that project. Each user of the Product can be associated with more than one Business Group, on a Component by Component basis.

(b) Consent to Data Sharing. The Product may permit Customer to set its level of data sharing with the Business Group, as described in the Documentation. Customer hereby consents to Trimble and its Affiliates providing, during the Utilization Term and via the Product, Customer's Contributor Data that is applicable to the other Customers of the Product who comprise part of the applicable Business Group in accordance with Customer's data sharing settings in the Product.



(c) Confidentiality Obligations. To the extent Customer has access to the Contributor Data of a third-party due to being part of a Business Group and does not otherwise have lawful rights to such Contributor Data pursuant to a separate contractual relationship with the Contributor of such Contributor Data, Customer covenants to Trimble and to each Contributor (solely with respect to any Contributor Data it receives via the Product from that Contributor) that it will: (i) use such Contributor Data solely for its internal business purposes in accordance with all applicable laws and regulations, including, without limitation, with respect to data privacy and personal information; (ii) not disclose any such data to anyone, except to its employees or contractors in connection with its rights use of the Product in accordance with this Agreement; (iii) treat as confidential and preserve the confidentiality of all such Contributor Data; and (iv) use no less than a reasonable standard of care to protect such Contributor Data from unauthorized access, use or disclosure, except that none of the foregoing obligations will apply to the extent that Customer has a separate agreement with the applicable Contributor that allows for broader use of such Contributor's Contributor Data. Nothing in this Agreement prohibits Customer from making disclosures of third-party Contributor Data, if required by Law, subpoena or court order, provided (if permitted by Law) it notifies the applicable Contributor in advance and reasonably cooperates in any effort to obtain confidential treatment. The applicable Contributor is an intended third-party beneficiary of this Section 3 (Contributor Data Sharing in the Business Group).

Construction Xchange

(Last updated: March 2021)

1. Construction Xchange. The Product may be used by a Customer or another user of the Product(s) acting as a buyer (“Buyer”) and/or a seller (“Seller”) of goods and/or services (collectively, “Good(s)”) to facilitate the exchange of purchase orders for or the buying and selling of Goods (collectively, “Transaction(s)”). Trimble does not represent any Customer or any other party with respect to the Transactions and does not control and is not liable or responsible for the quality, safety, lawfulness, availability or other any aspect of any Goods, Transactions, and/or Transaction Risks (defined below) and/or the ability of a Buyer and Seller to complete a transaction.

2. Allocation of Risk. TRIMBLE AND ITS AFFILIATES MAKE NO (AND HEREBY DISCLAIM ALL) WARRANTIES PERTAINING TO ANY GOODS, TRANSACTION, OR TRANSACTION RISKS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF A PARTY HAS BEEN APPRAISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARE ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF ANY STATUTORY DUTY OR OTHERWISE; AND, IN NO EVENT WILL TRIMBLE BE LIABLE FOR ANY DAMAGES FOR ANY LOSS OF PROFIT OR REVENUE, DATA THAT IS LOST OR CORRUPTED, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL, OR ANY SPECIAL, INCIDENTAL, RELIANCE, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM ANY GOODS, TRANSACTION, OR TRANSACTION RISK.

IN NO EVENT WILL TRIMBLE (AND ITS SUPPLIERS) ENTIRE AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ALL GOODS, TRANSACTIONS, OR TRANSACTION RISKS EXCEED FIVE DOLLARS (\$5.00). Not limiting the foregoing, as between Customer and Trimble, Customer assumes the risks of conducting Transactions through the Product and fully assumes all risks, liabilities and harms of any kind arising out of or in connection with any activity relating to the Transactions and/or Goods. Examples of such risks include, but are not limited to, misrepresentation of the Goods, fraudulent schemes, unsatisfactory Goods quality, failure to meet specifications, defective or dangerous Goods, unlawful Goods, delay or default in delivery or payment, cost miscalculations, breach of warranty, breach of contract, transportation accidents, the risk that the manufacture, importation, export, distribution, offer, display, purchase, sale and/or use of Goods may violate or may be asserted to violate rights of third parties, and the risk that Customer may incur costs of defense or other costs in connection with third parties' assertion of their rights, or in



connection with any claims by any party that they are entitled to defense or indemnification in relation to the assertion of rights, demands or claims by claimants of such third party rights. Examples of such risks also include the risk of claims from consumers, other purchasers, or end-users of Products or other third parties that have suffered injuries or harm from the Goods. All of the foregoing risks are referred to as "**Transaction Risks**".

3. Transaction Terms. Buyer and Seller are solely responsible for determining the terms and conditions relating to the Transactions and the performance relating thereto, including, without limitation, terms regarding payment, returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage. **For clarity, Trimble is not a party to and is not liable for any claims in connection with the Transactions or any such terms and conditions.**

4. Release; Indemnification. To the fullest extent permitted by applicable law, Customer hereby releases Trimble (and its Affiliates and their agents, contractors, officers and employees) from responsibility, liability, claims, demands and/or damages (actual, special, incidental or consequential damages) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to any Goods, Transaction, Transaction Risk and/or any dispute between Buyer and Seller. To the extent applicable, Customer hereby waives its rights under California Civil Code § 1542 (and any similar statute), which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or the released party." Customer will indemnify, defend and hold Trimble (and its Affiliates and their agents, contractors, officers and employees) harmless from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with any Goods, Transaction, Transaction Risk and/or any dispute between Buyer and Seller.

FabShop

(Last updated: September 2021)

Usage Limitations. In addition to any other applicable Usage Limitations, and subject to all of the terms and conditions of this Agreement, Customer's use of the Product is solely limited to the "ship to" location specified in the applicable Order Form (the "**Site**"). Customer may install on its computers for use only by its employees the number of copies of the Product for which Customer has paid the applicable fees. Customer may transfer the Product from one computer to another computer provided that the computer to which the Product is transferred is located at the Site and the Product is completely removed and de-installed from the prior computer.