
Supplemental Product Terms for Viewpoint Products (APAC)

These Supplemental Product Terms for Viewpoint Products (APAC) supplement the Terms of Service available at <https://www.viewpoint.com/legal/customer-terms> (“**Terms of Service**”) and apply if Customer is located in Australia, New Zealand, or the Asia-Pacific region and if Customer purchase a license, subscription, or Support for the Products listed at <https://www.viewpoint.com/legal/customer-terms>, as set forth in Customer’s Order. Capitalized terms not defined herein have the meanings given in the Terms of Service.

1. Additional Product Terms.

1.1 On Premises Products. If Customer purchases a license to Licensed Software for deployment on premises, as set forth in the Order, this Section applies.

(a) Production Copy. Customer may install one production copy of the Licensed Software with one database (or set of databases for Vista) on a server owned or leased by Customer. Customer is responsible for procuring, installing, configuring, and maintaining all hardware, software, and operating systems required to run the Licensed Software. Depending on the applicable Product, Trimble will use commercially reasonable efforts to install the Licensed Software on a mutually agreed upon schedule.

(b) Non-Production Copies. Customer may make up to three nonproduction copies of the Licensed Software for backup, archival, or testing purposes. Depending on the applicable Product, additional fees may apply to install nonproduction copies and for assistance from Trimble with the installation of non-production copies.

1.2 Hosted Products. If Trimble delivers a Product as a Software-as-a-Service or through hosting services, as set forth in the Order, this Section applies.

(a) Security. During the Term, Trimble or its third party hosting provider(s) shall establish and maintain reasonable administrative, physical, and technical safeguards designed to (a) protect the security, confidentiality, and integrity of Customer Data; (b) protect against anticipated threats or hazards to the security, confidentiality, and integrity of Customer Data; (c) protect against unauthorized access to or use of Customer Data; and (d) protect against unlawful processing, accidental destruction, or loss of Customer Data.

(b) Access to Cloud Environment. Trimble’s authorized employees and contractors may from time to time require access to Customer’s cloud environment for the purpose of performing Trimble’s obligations under this Agreement, including, but not limited to, the provision of the Products, Support, and Professional Services and verification that Customer is accessing and using the Products in compliance with this Agreement, including but not limited to any Usage Limitations. Customer hereby grants access to Trimble for such purpose.

(c) Access to Customer Data. For 30 days from the expiration or termination of an Order, Trimble will make Customer Data available to Customer upon request for export or download as provided in the Documentation for the applicable Product.

1.3 Software Assurance for Licensed Software. Additional Fees are required for Software Assurance for Licensed Software. Provided that Customer has paid all applicable Fees, Trimble will provide Customer with Software Assurance during the Term in accordance with the Support Terms. If at any time after ceasing to purchase Software Assurance Customer elects to reinstate Software Assurance, Customer must pay for all back Software Assurance Fees based on then-current list price from the date of the initial expiration of the Software Assurance up to the date of reinstatement and any applicable administrative fees. Software Assurance Fees may be modified if additional Products or Users are purchased by Customer.

2. Usage Limitations. Customer is responsible for managing its access to and use of the Products based on the applicable Usage Limitations set forth in the Order, these Supplemental Product Terms, and the Agreement, including but not limited to (a) adding and removing Users so as to not exceed the quantity of purchased Users; (b) configuring access to functionality and modules in the Products, if applicable; (c) not exceeding data storage limits, if applicable; and (d) managing any additional hosting requirements, such as VPNs, servers, and server software, needed to use any Trimble-approved integrations and Third-Party Platforms. Trimble or a designated third party will have the right to perform a review of Customer's use of the Products and hosting consumption to verify that Customer is complying with the applicable Usage Limitations, the Order, these Supplemental Product Terms, and the Agreement. If Customer exceeds the Usage Limitations during the Term, Trimble may invoice Customer for the use that exceeded the applicable User Limitations at Trimble's then-current list price. Customer agrees to pay such an invoice in accordance with this Agreement. If Customer wishes to increase its Usage Limitations, Customer must sign a new Order and pay the applicable Fees.

3. Service Level Agreement. If Trimble delivers the Product as a Software-as-a-Service or through hosting services, this Section will apply to that Product.

3.1 Availability. Trimble will use commercially reasonable efforts to ensure that Users will be able to log into the Product 99.5% of the time in a month during the Term excluding (a) planned maintenance or upgrades or updates to the Product or Trimble's network, software, or hardware; (b) any error or default caused by or resulting from any act or omission of Customer, others engaged by Customer, or any third party that is not a service provider of Trimble; or (c) any error or default caused by or resulting from any occurrence described in Section 15.7 (Force Majeure), including without limitation interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion, denial of service attacks, or failure of the Internet generally ("**Uptime Commitment**").

3.2 Service Credits. If Trimble does not meet the Uptime Commitment in a month during the Term ("**Outage**"), Customer may apply for a service credit proportional to the percentage of time that the Product did not meet the Uptime Commitment during that month and based on the applicable Fees for the affected Product during that month, excluding Taxes ("**Service Credit**"). The Service Credit will be calculated to the nearest 30-minute interval. The Service Credit for a month may not exceed the monthly recurring Fees for that month.

3.3 Requests for Service Credits. To apply for a Service Credit, Customer must send an email to cloud.escalation@viewpoint.com within 30 days of the Outage. The Service Credit request must contain the dates and times of the Outage and the name of the affected Product. Trimble will evaluate Service Credit requests received from Customer in relation to the respective availability statistics acquired from Trimble's internal monitoring of the application and server performance. Trimble will have 30 days from receiving a Service Credit request to respond to Customer, and if a Service Credit is due, Trimble will apply that Service Credit to the next invoice.

3.4 Sole Remedy. The remedies set forth in this Section are Customer's sole and exclusive remedies for any breach of the Uptime Commitment.

4. Additional Terms.

4.1 Support Terms. Software Assurance Terms are available at <https://viewpoint.com/legal/agreements-and-terms> or at any successor website made available by Trimble to Customer.

4.2 Documentation. Documentation is available at <http://help.viewpoint.com> and <http://support.viewpoint.com>, or at any successor website made available by Trimble to Customer.

4.3 User Terms of Service. If applicable for a particular Product, each User may be required to accept user terms of service before accessing the Product.

4.4 Privacy Notice. Trimble's privacy notice is available at <https://viewpoint.com/legal/privacy-notice> or at any successor website made available by Trimble to Customer.

4.5 Additional Microsoft Terms. If Customer purchases a subscription to Vista, Spectrum, ProContractor, or associated hosting services as set forth in the Order, Trimble may host certain Microsoft software on Customer's behalf in connection with Customer's access to and use of the Software ("**Microsoft Product**"). Access to and use of the Microsoft Product is subject to and governed by the Microsoft End User License Agreement available at <https://viewpoint.com/legal/agreements-and-terms> or at any successor website made available by Trimble to Customer.

5. Additional Terms for Viewpoint For Projects and Viewpoint Field View

If Customer purchases a subscription for Viewpoint For Projects or Viewpoint Field View on an enterprise or project basis, as set forth in an Order, this Section applies to that Order.

5.1 Definitions.

(a) "**Users**" shall include (i) employees of Customer and its Affiliates; (ii) any person who is a contractor, agent, partner, distributor, or supplier hired 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.

(b) "**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.

(c) "**Project**" means the initiation, delivery, operations, and maintenance of a construction project (e.g., RIBA Stages 0 to 7 and PRINCE2 Project Stages 1 to 7). For illustration, a Project is identified through the creation and use of a single 'container' or 'file' within Viewpoint For Projects or a 'project' within Viewpoint Field View.

(d) "**Project Budget**" means the total projected cost allocated to carry out and complete a Project.

5.2 GAR or Project Budget. If the Order states a GAR or Project Budget, the Fees for that subscription are calculated based on that GAR or Project Budget. Customer agrees to promptly notify Trimble if the stated GAR or Project Budget increases by more than 10% at any time during the Term. If Customer' GAR or Project Budget increases by more than 10%, Trimble has the right to adjust such Fees based on changes in the GAR or Project Budget and 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 or Project Budget.