



## TRIMBLE PROTECTED PROTECTION PLAN TERMS AND CONDITIONS

### 1. DEFINITIONS [AS USED HEREIN, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS:]

- 1.1. "Environmental Damage" means damage from dust, heat, humidity, and salt air, provided that the Product is being used in accordance with the operator's manual and specifications.
- 1.2. "Fix" or "Fixes" means an error correction or other update created to fix a previous Software version that does not substantially conform to its published specifications.
- 1.3. A "Major Upgrade" means when significant new features are added to Software, or when a new product containing new features replaces the further development of a current product line. Trimble reserves the right to determine, in its sole discretion, what constitutes a significant new feature and a Major Upgrade.
- 1.4. A "Minor Update" means when enhancements are made to current features in Software.
- 1.5. "Preventive Maintenance" means adjustment and calibration.
- 1.6. "Protection Plan" means the Software protection plan or Hardware protection plans discussed in these terms and conditions, including any combination thereof.
- 1.7. "Protection Plan Certificate" means the document issued by Trimble and provided to the Customer by a Trimble authorized reseller listing those Products and Software for which You have purchased a Protection Plan.
- 1.8. "Products" means those Trimble hardware products (including Spectra-branded hardware products) listed on the Protection Plan Certificate.
- 1.9. "SITECH Dealer" means a SITECH dealer authorized by Trimble to sell Trimble Protected Premium Protection Plans.
- 1.10. "Software" means the computer software listed on the Protection Plan Certificate provided with the Products purchased by You (whether the software is built into hardware circuitry as firmware, embedded in flash memory, or stored on magnetic or other media), or provided as a stand-alone computer software product.
- 1.11. "Technical Support" means assistance provided over email, internet chat, remote diagnostic tools, or telephone by Trimble.
- 1.12. "Trimble" means Trimble Inc. and/or its affiliates.
- 1.13. "Wear and Tear" means damage from repetitive use resulting in equipment that does not function to specification, excluding cosmetic damage that does not affect the functioning of the Product.
- 1.14. "You" means the Purchaser or Company Name as set forth on the Protection Plan Certificate.

### 2. SOFTWARE PROTECTION PLAN

[APPLICABLE TO SOFTWARE PRODUCTS LISTED IN THE PROTECTION PLAN CERTIFICATE, IF ANY]

- 2.1 Software Protection Plan. During the Protection Plan period, You will be entitled to receive, at no additional charge, such Fixes and Minor Updates to the Software as Trimble may develop for general release, subject to the procedures for delivery to purchasers of Trimble products generally. If You have purchased the Products or this Protection Plan from an authorized Trimble reseller rather than from Trimble directly, Trimble may, in its sole discretion, forward the Fix or Minor Update to the Trimble distributor for final distribution to you. Major Upgrades, new products, or substantially new software releases, as identified by Trimble, are expressly excluded from this Software maintenance process.
- 2.2 Software Protection Plan Exclusions. Trimble will not be obligated to provide maintenance for any Software that
  - (a) has been altered or modified in any way without Trimble's authorization; (b) has problems resulting from interaction with third party software or hardware not supported by Trimble; or (c) has problems caused by misuse, or improper or inadequate, installation, maintenance or storage by You.

### 3. PRODUCT PROTECTION PLAN

[APPLICABLE TO PRODUCTS LISTED IN PROTECTION PLAN CERTIFICATE, IF ANY. CERTAIN PRODUCTS ARE SUBJECT TO ADDITIONAL COVERAGE AND/ OR TERMS AND CONDITIONS. PLEASE REFER TO SECTION 8, SPECIAL TERMS AND CONDITIONS, BELOW].

- 3.1. Product Protection Plan. During the Product Protection Plan period specified in the Protection Plan Certificate, Trimble warrants that the Products will perform substantially in accordance with published specifications and be substantially free of defects in material and workmanship. Except as set forth in Section 3.2 below, this Protection Plan covers (a) damage from Wear and Tear; (b) Environmental Damage; and (c) power surge damage due to a surge in Trimble-manufactured power supplies.

Trimble will, at its option, either repair or replace Products that prove to be defective. You will pay all shipping charges for Products returned for warranty repair service. Trimble will pay all shipping charges for the return of Products to You. These are your sole remedies, and Trimble's sole liability, for any breach of this Protection Plan.

- 3.2. Product Protection Plan Exclusions. This Protection Plan only applies in the event and to the extent that (a) the Product is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with Trimble's applicable operator's manual and specifications, and (b) the Product is not modified, misused or abused. This Protection Plan shall not apply to, and Trimble shall not be responsible for, defects or performance problems resulting from (a) the combination or utilization of the Product with hardware or software products, information, data, systems, interfaces, or devices not made, supplied, or specified by Trimble (including any third party guidance or steering control hardware or software); (b) the operation of the Product under any specification other than, or in addition to, Trimble's standard specifications for its products; (c) the unauthorized installation, modification, or use of the Product; (d) damage caused by accident; (e) damage caused by lightning or other electrical discharge or power surge from non-Trimble power supplies (except as provided in Section 8.3 below); (f) fresh or salt water immersion or spray (outside of Product specifications), or exposure to environmental conditions for which the Product is not intended including damage caused by natural disaster or act of nature such as floods, fires, tornadoes, hurricanes, earthquakes or any other environmental act that can't be seen or prevented or other hazard outside of Trimble's control; or (g) cosmetic damage. Trimble does not warrant or guarantee the results obtained through the use of the Product.

#### 4. REPAIR/REPLACEMENT POLICY AND PROCEDURES; SOFTWARE SUPPORT

If You have purchased the Software or Products or this Protection Plan from a Trimble distributor and not from Trimble directly, You may either:

- (a) contact your Trimble distributor for repair assistance; or
- (b) return the defective Software and/or Products directly to the appropriate Trimble authorized service provider.

Trimble, or the Trimble authorized service provider, will repair the defective Software or Product and return it to you. Trimble, or the Trimble authorized service provider, reserves the right to use either new, or warranted as new, replacement parts to repair the defective Software or Product. All used parts shall become the property of Trimble.

#### 5. CONSUMERS

Products come with guarantees that cannot be excluded under the Australian Consumer Law. If You purchased the Product in Australia, You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. In addition, You are also entitled to have the Product repaired or replaced if the Product fails to be of acceptable quality and the failure does not amount to a major failure. This Protection Plan is in addition to any mandatory rights and remedies that You may have under the Australian Consumer Law.

#### 6. ADDITIONAL REQUIREMENTS

- 6.1. Your Product must be in good working condition to be eligible to have a Protection Plan attached to it. You must provide an accurate and valid serial number for each Product at the time of purchase of the Protection Plan.
- 6.2. Trimble reserves the right to refuse service or terminate this Protection Plan if You have provided false or misleading information during the purchase of this Protection Plan.
- 6.3. If your coverage under a Protection Plan or factory warranty has expired by 90 days or more, renewal of maintenance coverage under Protection Plan will require additional reinstatement charges.

#### 7. DISCLAIMER OF WARRANTY/ LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL TRIMBLE SOFTWARE, PRODUCTS AND DOCUMENTATION ARE PROVIDED "AS IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, BY EITHER TRIMBLE OR ANY OTHER PARTY INVOLVED IN THEIR CREATION, PRODUCTION, INSTALLATION, OR DISTRIBUTION. THE ABOVE WARRANTIES SHALL NOT APPLY TO, AND TRIMBLE SHALL NOT BE RESPONSIBLE FOR, PERFORMANCE PROBLEMS RESULTING FROM PURCHASER DATA. THE ENTIRE RISK, AS TO THE QUALITY AND PERFORMANCE OF THE TRIMBLE HARDWARE AND SOFTWARE PRODUCTS AND DOCUMENTATION, IS WITH YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

TRIMBLE IS NOT RESPONSIBLE FOR THE OPERATION OR FAILURE OF OPERATION OF GPS SATELLITES OR THE AVAILABILITY OF GPS SATELLITE SIGNALS. IN NO EVENT WILL TRIMBLE OR ANY OTHER PARTY INVOLVED IN CREATION, PRODUCTION, INSTALLATION OR DISTRIBUTION OF THE PRODUCTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER UNDER ANY CIRCUMSTANCE OR LEGAL THEORY RELATING IN ANY WAY TO THE PRODUCTS, AND ACCOMPANYING DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS), REGARDLESS OF WHETHER TRIMBLE HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS AND REGARDLESS OF THE COURSE OF DEALING WHICH DEVELOPS OR HAS DEVELOPED BETWEEN YOU AND TRIMBLE.

**BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN ADDITION, IF YOU ARE A CONSUMER, YOU MAY HAVE ADDITIONAL RIGHTS UNDER APPLICABLE CONSUMER PROTECTION LAWS AGAINST US OR THE ENTITY OR PERSON FROM WHOM YOU ACQUIRED THE PRODUCTS OR THIS PROTECTION PLAN.**

#### 8. SPECIAL TERMS AND CONDITIONS

- 8.1. **TOTAL STATIONS AND SCANNERS.** If You purchased a total station or scanner Protection Plan that includes Preventive Maintenance, You will be entitled to one (1) adjustment and calibration service for the Product for each year in which the Protection Plan is purchased. The Preventive Maintenance must be performed during the term of your Protection Plan by a Trimble authorized service provider that is certified to perform such services or a Trimble Regional Service Center.
- 8.2. **SX10 and SX12.** Notwithstanding the provisions of Section 8.1, if your Product is an SX10 or an SX12 and You purchased a Protection Plan that includes preventive maintenance, You will be entitled only to one (1) adjustment and calibration service for the Product for each year in which the Protection Plan is purchased. The preventive maintenance service must be performed by a Trimble authorized service provider that is certified to perform such services or by a Trimble Regional Service Center.
- 8.3. **NETR9 and Alloy.** If your Product is a NETR9 or Alloy Receiver, properly as set forth in Section 3.2 above, this Protection Plan covers damage from lightning or other electrical discharge, when used with properly installed surge suppression.
- 8.4. **RAPID REPLACE (AVAILABLE FOR AGRICULTURAL PRODUCTS ONLY).** If You purchased a Rapid Replace Plan from a third party other than Trimble, then during the term of such Rapid Replace Plan, if your Product does not conform to the warranty described in Section 3.1, You may contact your Trimble authorized reseller to arrange for a rapid replacement of your Product or accessory covered by such Rapid Replace Plan. Your authorized reseller will contact Trimble technical support to verify a non-conformity in your Product. The Trimble authorized reseller will replace the defective Product with (i) a new Product from such reseller's inventory, if available, or (ii) a Product ordered from Trimble, which will be shipped with expedited shipping. Your Trimble authorized reseller will be responsible for returning your original Product to Trimble and delivering the replacement Product to You. Your Trimble authorized reseller will be responsible for any necessary installation service for the replacement Product. All Products that are returned, and for which a replacement Product is provided, shall become the property of Trimble.
- 8.5. **Trimble Protected Premium/Spectra Geospatial Protected Premium.** If You purchased Trimble Protected Premium or Spectra Geospatial Protected Premium, your Protection Plan includes accidental damage coverage for your Products. Trimble will cover parts and labor costs to repair or replace (at Trimble's discretion) your Product with a new or refurbished Product when it experiences a failure caused by damage

from drops, falls, or spills associated with the handling and use of your Product. Trimble will replace your Product one time, at which time your Protection Plan is fulfilled and terminated. Accidental damage coverage begins at point of Protection Plan sale, runs concurrently with the Trimble factory warranty, and throughout the Protection Plan period. Accidental damage coverage does not provide protection against theft, loss, reckless, or abusive conduct associated with the handling and use of your Product, cosmetic damage and / or other damage that does not affect the functionality of your Product, damage from natural disaster, or damage caused during shipment between You and your distributor or a Trimble Service Center. If You purchased a Trimble Protected Premium or Spectra Geospatial Protected Premium protection plan bundle and all or part of your Products are replaced, only the hardware portion of your Protection Plan applicable to your Products terminates, and the portion applicable to the Software You purchased remains in full force and effect. You can relinquish your Trimble Access, SiteWorks, or Origin license and transfer it to a different Product to use until the expiration of your Trimble Protected Premium or Spectra Geospatial Protected Premium Protection Plan.

- 8.6. **PURCHASE OF EARTHWORKS ON MACHINE SYSTEM FROM SITECH DEALER. This Section 8.6 applies only if You purchased an Earthworks On Machine system and Trimble Protected Premium from a SITECH Dealer and supersedes Section 8.5.** Trimble will cover parts and labor costs to repair or replace (at Trimble's discretion) any Product within such Earthworks On Machine System (including any unserialized components such as cables and brackets) with a new or refurbished Product when it experiences a failure caused by damage from drops, falls, or spills associated with the handling and use of your Product as many times as are required until the expiration of your Protection Plan.

## 9. MISCELLANEOUS

- 9.1. **Not Insurance.** This Protection Plan is not an insurance policy. Notwithstanding the foregoing, in certain jurisdictions the accidental damage coverage component of the Protection Plan may constitute insurance, in which case additional terms and conditions of the underwriter shall follow these terms and conditions.
- 9.2. **Assignment & Transferability.** This Protection Plan may only be transferred (i) by Trimble to a new Product in the exercise of Trimble's replacement option under Section 3.1 or (ii) by you, in the event of sale or transfer of the Products to a new owner. Notification of the ownership transfer must be given to Trimble, and the new owner must register with Trimble. Trimble will not be required to provide services under this Protection Plan to any assignee or transferee who is not registered with Trimble.
- 9.3. **Entire Understanding; Modifications.** This Protection Plan sets forth the entire understanding of the parties regarding its subject matter, and completely supersedes and negates any other related prior or contemporaneous representations, understandings, or agreements. No change to this Protection Plan will be effective unless in writing and signed by Trimble.
- 9.4. **Governing Law; Jurisdiction and Venue.** This Protection Plan and any dispute, claim or controversy arising therefrom shall be governed by the laws of the applicable location set forth below, unless expressly prohibited by local law, in each case without reference to "conflict of laws" principles: If You have acquired the Products, Software, or Protection Plan in:
- (a) **The United States:** This Protection Plan shall be governed by and construed under Delaware law and applicable United States federal law, without reference to "conflict of laws" principles or provisions.
  - (b) **Canada:** This Protection Plan is governed by the laws of the Province of Ontario, Canada.
  - (c) **The rest of the world:** This Protection Plan shall be governed by and construed the laws of The Netherlands. Any claim or dispute hereunder shall be submitted to binding arbitration, to be held in Eindhoven, The Netherlands, under the arbitration rules of the United Nations Commission on International Trade Law ("UNCITRAL"). Any arbitration proceeding hereunder shall be conducted in English before a single arbitrator, selected in accordance with the rules of UNCITRAL. After each party has been afforded a reasonable opportunity to present written and testimonial evidence in support of its position in any such arbitration proceeding, the arbitrator shall issue his/her decision and award, which shall be in writing, stating the reasons therefore, and be final and binding upon the parties. Any arbitration award under this paragraph may be enforced in any court of competent jurisdiction.
  - (d) The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Notwithstanding the provisions of this paragraph, Trimble shall have the right to seek relief in any court of competent jurisdiction to obtain injunctive relief.

### Contact Information:

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END OF TERMS AND CONDITIONS

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