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TRIMBLE SKETCHUP FOR SCHOOLS EDUCATIONAL USE AGREEMENT

VERSION 1.0 (Last updated March 10, 2017)

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING THE SERVICE, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICE. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU.

IF YOU are using the SERVICE AS AN ADMINISTRATOR, EMPLOYEE, CONTRACTOR, OR AGENT OF AN EDUCATIONAL INSTITUTION, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND THE EDUCATIONAL INSTITUTION IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO DO SO. THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

AS FURTHER DESCRIBED BELOW, YOU ACKNOWLEDGE AND AGREE THAT (1) ALL ACCESS TO THE SERVICE WILL BE GRANTED USING YOUR GOOGLE ACCOUNTS, AND THAT AT NO TIME WILL YOU SUBMIT ANY REGISTRATION

INFORMATION TO THE SERVICE, AND (2) ANY MODELS YOU SAVE VIA THE SERVICE WILL BE STORED IN GOOGLE SERVICES AND NOT ON THE SERVICE OR BY TRIMBLE.

This SketchUp for Schools Educational Use Agreement (this "**Agreement**") is entered into as of the Effective Date between Trimble Inc., a Delaware corporation, and its affiliates ("**Trimble**") and you ("**Institution**" or "**you**"), a primary or secondary educational institution accessing or using Trimble's online software-as-a-service solution known as SketchUp for Schools (the "**Service**"). The Service is meant for use by primary and secondary educational institutions only. If you are not using the Service on behalf of such an institution, then you may not use the Service.

Entry into the Agreement. The "**Effective Date**" of this Agreement is the date that Institution first accesses the Service through any online provisioning, registration or order process.

Changes to Agreement. **From time to time, Trimble may modify this Agreement.** Trimble will use reasonable efforts to notify Institution of the changes through communications via Institution's account, email or other means. Institution may be required to click to accept or otherwise agree to the modified Agreement before continuing to use the Service. The then-current version of this Agreement can be accessed and viewed at any time at <https://www.sketchup.com/edu-tos>.

TERMS AND CONDITIONS

1. The Service

The Service is intended to help educators and students design and create three-dimensional digital images and models ("**Models**"). Institution may access and use the Service during the term of this Agreement, but only (a) for its own benefit for educational, non-commercial purposes, (b) in accordance with any User or similar scope of use restrictions specified by Trimble and (c) in accordance with the terms and conditions of this Agreement. There is no fee for use of the Service in accordance with this Agreement. Institution will appoint one or more employees, contractors or agents of Institution to have administrative privileges over Institution's Service account ("**Administrators**"). Administrators may provision (i) students of Institution and (ii) faculty members and other employees, contractors and agents of Institution (collectively, "**Users**") with access to use the Service as permitted herein. For the avoidance of doubt, Administrators are also "Users" under this Agreement. Institution will be responsible for all Users' compliance with the terms and conditions of this Agreement and any and all actions taken using Institution's or any User's account. In the event that any User no longer a student, employee, contractor or agent of Institution, Institution will be solely responsible for de-activating such User's access.

2. General Restrictions

Institution will not (and will not permit any third party to): (a) rent, lease, copy, provide access to or sublicense the Service to a third party; (b) use the Service to provide, create or develop, or incorporate the Service into, any other product or service; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Service, except to the extent expressly permitted by applicable law (and then only upon advance notice to Trimble); (d) modify the Service or any related documentation, or create any derivative product from any of the foregoing; (e) remove or obscure any proprietary or other notices contained in the Service (including any reports or data printed from the Service); (f) publicly disseminate information regarding the performance of the Service; or (g) attempt to gain unauthorized access to any systems, networks or

data of Trimble or interfere with or disrupt the integrity or performance of any such systems, networks or data.

3. Google Services

3.1. Google Accounts

In order to use Service, Institution and each User must have a valid account for use of Google Inc.'s ("**Google's**") products, services, content, and other related offerings (collectively, "**Google Services**"). Institution is responsible for maintaining a valid Google account in order to use the Services and make the Services available to Users. Institution acknowledges and agrees that if Institution or any User's Google Services account is terminated, then Institution or the User (as applicable) will no longer be able to access the Service. All registration data related to a User's Google account will be stored on the Google Services in accordance with the Google Terms (which detail Google's rights with respect to tracking, analyzing and using data submitted to the Google Services) and not stored on the Service or by Trimble. For the avoidance of doubt, Trimble is not responsible for any data or information (including Models) stored on the Google Services.

3.2. Google Terms

For the avoidance of doubt, all use of and access to the Google Services by Institution or any User is governed by, as applicable, the G Suite for Education (Online) Agreement (available at https://gsuite.google.com/terms/education_terms.html), the G Suite Marketplace Terms of Service (available at <https://gsuite.google.com/terms/marketplace/tos.html>), Google's Terms of Service (available at <https://www.google.com/policies/terms/>) and Google's Privacy Policy (available at <https://www.google.com/policies/privacy/>) and any other applicable

Google terms then in effect (collectively, the "**Google Terms**") and not this Agreement. Institution is solely responsible for complying with the Google Terms.

3.3. Google Services Disclaimer

NEITHER TRIMBLE NOR TRIMBLE'S SUPPLIERS HAVE ANY RESPONSIBILITY OR OFFER ANY WARRANTY REGARDING THE AVAILABILITY, PERFORMANCE OR FUNCTIONALITY OF THE GOOGLE SERVICES. TRIMBLE MAKES NO WARRANTY THAT THE SERVICE WILL MAINTAIN INTEROPERABILITY WITH THE GOOGLE SERVICES.

4. Models

As between the parties, Institution shall retain all right, title and interest (including any and all intellectual property rights) in and to the Models created by Institution using the Service. Subject to the terms of this Agreement, Institution hereby grants to Trimble a non-exclusive, worldwide, royalty-free right to use, copy, transmit, modify, create derivative works of and publicly perform and display the Models solely to the extent necessary to provide the Service to Institution. Institution acknowledges that any Models saved by Users will be stored on the Google Services and will not be stored on the Service.

5. Use of other Trimble Offerings

The Service may allow Users to access other Trimble products and services ("**Trimble Offerings**"). For the avoidance of doubt, this Agreement governs use of the Service only and any use of or access to another Trimble Offering is subject to the applicable terms for such Trimble Offering. Institution acknowledges that (a) a User may be required to create an account with Trimble to use or access certain Trimble Offerings and (b) use of or access to certain Trimble Offerings may be

prohibited by Users under a certain age, as set forth in the applicable terms of such Trimble Offerings.

6. Institution Obligations

Institution shall ensure that Institution's use of the Service and all Models are at all times compliant with Institution's privacy policies, and all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy, data transfer, international communications and the exportation of technical or personal data. Institution is solely responsible for the accuracy, content and legality of all Models. Institution represents and warrants to Trimble that Institution has sufficient rights in the Models to grant the rights granted to Trimble in Section 4 (Models) above and the Models do not infringe or violate the intellectual property, publicity, privacy or other rights of any third party.

In addition, Institution specifically agrees not to submit to the Service any data or information other than Models, including without limitation any patient, medical or other protected health information regulated by HIPAA or any similar federal or state laws, rules or regulations ("**Health Information**") or any other personally-identifiable information. Institution acknowledges that Trimble is not a Business Associate or subcontractor (as those terms are defined in HIPAA) and that the Service are not HIPAA compliant. "**HIPAA**" means the Health Insurance Portability and Accountability Act, as amended and supplemented. Trimble shall have no liability under this Agreement for Health Information or any other personally-identifiable information, notwithstanding anything to the contrary herein.

7. Support

Trimble may, in its sole discretion, provide tutorials or other support to Institution.

8. Confidential Information

The parties may disclose to each other information identified at the time of disclosure as confidential or which should be reasonably known by the receiving party to be confidential ("**Confidential Information**"), which may include information concerning their respective businesses and technology. The Service (including the performance characteristics of the Service) and all related documentation are Confidential Information of Trimble. Except as authorized herein, the receiving party will (i) hold in confidence and not disclose any Confidential Information to third parties and (ii) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The receiving party may disclose Confidential Information to its employees, agents, contractors and other representatives having a need to know (including, for Trimble, the subcontractors referenced in Section 16), provided that such representatives are bound to confidentiality obligations no less protective of the disclosing party than this Section and that the receiving party remains responsible for compliance by any such representative with the terms of this Section. These restrictions on disclosure will not apply to any information that: (a) is or becomes generally known or publicly available through no act or omission of the receiving party; (b) is known by the receiving party without confidentiality restriction at the time of receiving such information, as shown by written records; or (c) is furnished to the receiving party by a third party without confidentiality restriction. The receiving party may make disclosures to the extent required by law or court order, provided the receiving party notifies the disclosing party in advance and cooperates in any effort to obtain confidential treatment. The receiving party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the receiving party the disclosing party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

9. Intellectual Property Rights

Institution acknowledges that it is obtaining only a limited right to the use the Service and that no ownership rights are being conveyed to Institution. Trimble or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Service, all related and underlying technology and documentation, and any derivative works or modifications of any of the foregoing, including without limitation as may incorporate Feedback (collectively, "**Trimble Technology**"). Further, Institution acknowledges that the Service is offered as an on-line, hosted solution, and that Institution has no right to obtain a copy of any code underlying the Service. Institution, from time to time, may submit comments, questions, suggestions or other feedback relating to Trimble's products and services to Trimble ("**Feedback**"). Trimble may freely use, copy, disclose, prepare derivative works based on, publicly perform or display, distribute and exploit any Feedback, bug reports or suggestions Institution provides to Trimble regarding the Service or other Trimble products and services, without any obligation, royalty or restriction based on intellectual property rights or otherwise. In addition to Trimble's other rights, Trimble may collect aggregated information regarding Institution's interaction with the Service and Models (excluding any personally identifiable information) and may exploit and use such aggregated information for any purpose without restriction.

10. Term and Termination

This Agreement is effective as of the Effective Date and expires on the date of termination. Either party may terminate this agreement, for any reason or no reason, immediately upon written notice to the other party. Upon any expiration or termination of this Agreement, Institution shall immediately cease any and all use of and access to the Service (including any and all related Trimble Technology) and delete (or, at Trimble's request, return) any and all copies of the Service

documentation and any other Trimble Confidential Information in its possession. Except where an exclusive remedy is specified, the exercise of either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise. This Section 10 and Sections 2 (General Restrictions), 3.3 (Google Services Disclaimer), 6 (Institution Obligations), 8 (Confidential Information), 9 (Intellectual Property Rights), 11 (Disclaimers), 12 (Limitation of Liability), 13 (Institution Indemnity), 14 (Export Control), 15 (Governing Law; Dispute Resolution) and 16 (General) will survive any expiration or termination of this Agreement.

11. Disclaimers

11.1. No Warranty

THE SERVICE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. TRIMBLE WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF TRIMBLE. Trimble does not warrant that it will review the MODELS for accuracy or that it will preserve or maintain the MODELS without loss. INSTITUTION MAY HAVE OTHER STATUTORY RIGHTS; HOWEVER, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

11.2. High Risk Use

THE SERVICE IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN LIFE SUPPORT, MEDICAL,

EMERGENCY, MISSION CRITICAL OR OTHER STRICT LIABILITY OR HAZARDOUS ACTIVITIES ("**HIGH RISK ACTIVITIES**"). TRIMBLE SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. INSTITUTION REPRESENTS AND WARRANTS THAT INSTITUTION WILL NOT USE THE SERVICE (OR PERMIT IT TO BE USED) FOR HIGH RISK ACTIVITIES, AND AGREES THAT TRIMBLE WILL HAVE NO LIABILITY FOR USE OF THE SERVICE IN HIGH RISK ACTIVITIES.

11.3. Other Disclaimers

TRIMBLE SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR THE MODELS CREATED THROUGH THE USE OF THE SERVICE OR INSTITUTION'S OR ANY USER'S RELIANCE ON OR USE OF SUCH MODELS.

12. Limitation of Liability

IN NO EVENT SHALL TRIMBLE BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, TRIMBLE'S ENTIRE LIABILITY TO INSTITUTION UNDER THIS AGREEMENT SHALL NOT EXCEED FIVE HUNDRED DOLLARS (USD \$500).

13. Institution Indemnity

Institution will indemnify, defend and hold harmless Trimble and its subsidiaries, affiliates, officers, agents, and employees from and against any claim, suit or action

arising from or in any way related to (i) Institution's use of the Service not as expressly authorized by this Agreement or (ii) Institution's violation of this Agreement, including any liability or expense arising from all claims, losses, damages, suits, judgments, litigation costs and attorneys' fees, of every kind and nature. Trimble will provide Institution with written notice of any such claim, suit or action.

14. Export Control

The Service is administered by Trimble from its offices or those of its affiliates at various locations within the United States of America. In Institution's use of the Service, Institution agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing: (a) Institution represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (b) Institution will not (and will not permit any of its users to) access or use the Service in violation of any U.S. export embargo, prohibition or restriction; and (c) Institution will not submit to the Service any information that is controlled under the U.S. International Traffic in Arms Regulations. Trimble may also make use of its U.S. or foreign affiliates or one or more external service providers to host the Service. Consequently, data is collected, sent, processed and stored in the United States and may be collected, sent, processed and stored outside the United States. Institution acknowledges that in the event of conflict of privacy laws or practices in the Institution's jurisdiction and those in the domicile of the entity hosting Service the law applicable in the domicile of the hosting entity will have precedence at all times. Trimble makes no representation that the Service is appropriate or available for use in locations outside the United States, and accessing them from territories where they are illegal is prohibited. Institution may not use or export or re-export the Service or any copy or adaptation in

violation of any applicable laws or regulations including, without limitation, United States export laws and regulations. If Institution chooses to access the Service from locations outside the United States, Institution does so on its own initiative and is responsible for compliance with applicable local laws.

In addition to the foregoing, if Institution is located in a country identified in the U.S. Department of Commerce Country Group D list, then it (1) acknowledges that the Service is subject to the Export Administration Regulations (EAR) and the jurisdiction of the U.S. Department of Commerce or subject to the International Traffic in Arms Regulations (ITAR) and the jurisdiction of the U.S. Department of State; (2) certifies that the export, re-export, resale, and/or transfer to any party who is listed by the government of the United States as prohibited from receiving the Service or other restrictions to any destination, end-user, or for any end use prohibited by the laws of the United States, or any other applicable law where such law does not conflict with the laws of the United States, will not be violated; (3) certifies that the Service will not be resold, transferred, or re-exported without prior authorization from the U.S. Government, to any military entity on the U.S. Department of Commerce Country Group D list; (4) certifies that the Service will not be used in designing, developing, production of or using rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems (including cruise missile systems, target drones and reconnaissance drones); (5) certifies that the Service will not be used in the design, development, production, stockpiling, or using chemical or biological weapons, or precursors; (6) certifies that the Service will not be used in the design, development, production, or testing of nuclear weapons or nuclear explosive devices; (7) certifies that the Service will not be exported/re-exported to Cuba, Iran, North Korea, Sudan and Syria or any other country under an export embargo/sanction by the U.S. Department of Treasury or U.S. Department of Commerce at the time of export; (8) acknowledges that U.S. law prohibits the sale, transfer, export, or re-export or other participation in any transaction involving products with individuals or

companies listed in the U.S. Commerce Department's table of Denial Orders, the U.S. Department of State's list of individuals debarred from receiving Munitions List items or other entity lists published by agencies of the U.S. Government; and (9) agrees that the export control requirements in this Section 14, including without limitation (1)-(8) above, will survive the completion, early termination, cancellation or expiration for this Agreement.

Institution will defend, indemnify and hold Trimble and its affiliates harmless against any liability (including attorneys' fees) arising out of Institution's failure to comply with the terms of this Section 14. Institution's failure to comply with any term of this Section 14 constitutes a material breach of this Agreement and entitles Trimble to immediately terminate this transaction for Institution's use of the Service in addition to any other remedy available at law or equity.

15. Governing Law; Dispute Resolution

This Agreement will be construed in accordance with the laws of the State of California, USA without reference to its choice of law provisions and without regard to the United Nations Convention on the International Sale of Goods. The Federal and State courts located in Santa Clara County, California will be the exclusive venue for any claim or dispute between the parties or against any agent, employee, successor or assign of the other related to this Agreement and the parties hereby consent to the personal jurisdiction of those courts for such purposes.

16. General

The parties are independent contractors and no employment, agency, or joint venture is created hereunder. Trimble may use the services of subcontractors in order to provide the Service under this Agreement, provided that Trimble remains responsible for compliance of any such subcontractor with the terms of this

Agreement. All notices, requests and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, or delivered by hand to the party to whom such notice is required or permitted to be given. Except as expressly set forth herein, all amendments must be in writing and signed by both parties. Waivers must be in writing and no waivers will be implied. This Agreement may not be assigned by Institution, and any purported assignment or amendment in violation of the foregoing will be void. Trimble may assign this Agreement to any affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Trimble's assets or voting securities. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof will be unaffected and remain in full force and effect. This Agreement is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. Elements of the Service are commercial computer software. If the user or licensee of the Service is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Service, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Service was developed fully at private expense. All other use is prohibited.



Positioning-centric information is changing the way people, businesses and governments work throughout the world. By applying Trimble's advanced positioning solutions, productivity increases and safety improvements are being realized.

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