SDK License Agreement

This SDK License Agreement ("**Agreement**") governs your use of the software development kit ("**SDK**") downloaded by you from Trimble Inc.'s Ag Developer Website located at www.agdeveloper.trimble.com (the "**Site**"). This Agreement is between Trimble Inc. and its affiliates ("**Trimble**," "**we**," "**us**," or "**our**") and you. If you represent and are using the SDK on behalf of a company or other entity, you agree that you have the ability to bind such company or other entity to this Agreement.

Section 1.   Acceptance of this Agreement

BY USING THE SDK OR CLICKING THE CHECK BOX INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE SDK AND REMOVE IT FROM YOUR COMPUTER.

Section 2.   License and Restrictions

2.1   <u>License</u>. Subject to the terms and conditions set forth in this Agreement, Trimble hereby grants you a revocable, non-exclusive, non-transferable, royalty-free license during the Term (as defined below) of this Agreement to use the SDK for the sole purpose of internal development of an application designed to function with Trimble products and services. In this Agreement, the term "SDK" includes written or electronic documentation containing information about the SDK ("**Documentation**") and any upgrades or future versions of the SDK provided to you. Trimble has no obligation to provide any support under this Agreement, including upgrades or future versions of the SDK. You may not copy, reproduce, distribute, modify, or make derivative works of the Documentation or any portion of the Documentation.

2.2   <u>Restrictions</u>. You have no rights with respect to the SDK or any portion thereof and will not use the SDK or any portion thereof except as expressly set forth herein. Without limiting the generality of the foregoing, you will not (i) except as expressly permitted in this Agreement, modify

or create derivative works of the SDK; (ii) sublicense, lease, rent, assign, distribute, repackage, rebrand, or otherwise transfer or disclose the SDK, any portion thereof, or any documentation to any third party; (iii) distribute the SDK as a stand-alone product; (iv) reverse-assemble or reverse engineer the SDK without the prior written consent of Trimble; or (v) cause, assist or permit any third party to do any of the foregoing. Distribution of any application created by you using the SDK may only be distributed pursuant to the distribution agreement located at https://agdeveloper.trimble.com/mobile-application-distribution-agreement.

2.3   Open Source Software. Notwithstanding anything in this Agreement, you will not integrate or use the SDK with any Open Source Materials or otherwise take any action that could require the disclosure, distribution, or licensing of all or any part of the SDK in source code form. Open Source Materials means software or other materials licensed under a license that requires or that conditions any rights granted to the licensee in such license upon: (i) the disclosure, distribution or licensing of any software or other material (other than such item of software or material in its unmodified form); (ii) a requirement that another person be permitted to access, modify, make derivative works of, or reverse-engineer any such software or other material; (iii) a requirement that such software or other material be redistributable by another person; or (iv) the grant of any patent or other rights including non-assertion or patent license obligations by the licensee of such license. Such licenses include the GNU General Public License and the GNU Lesser General Public License.

Section 3.   Ownership; Use of Trademarks

3.1   Ownership. As between Trimble and you, Trimble owns all right, title and interest, including without limitation any and all Intellectual Property Rights, the SDK, and any modifications or derivative works of the foregoing ("**Trimble IP**"). You will not acquire any right, title, or interest in or to the Trimble IP, except the limited licenses expressly set forth in this Agreement. To the extent that you acquire any rights in the Trimble IP, you hereby assign to Trimble, and will cause your personnel to assign

to Trimble (if applicable), any Intellectual Property Rights that you may have in the Trimble IP to the extent not previously assigned. You will execute and deliver to Trimble and will cause your personnel to do the same, such documents as Trimble may request to evidence, record, obtain Intellectual Property Rights related to the foregoing (for example, applying for patent protection), or to enforce or effectuate any of Trimble's rights related to the foregoing. "**Intellectual Property Rights**" means any and all rights under patent law, copyright law, trade secret law, trademark law, and any and all other proprietary or moral rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

3.2   Restrictions on Use of Trademarks. You acknowledge that all trademarks, service marks, and logos (collectively, "**Marks**") that appear throughout the Site, SDK and Documentation belong to Trimble or the respective owners of such Marks, and are protected by U.S. and international trademark and copyright laws. Any use of any of those Marks without the express written consent of Trimble or the owner of the Mark, as applicable, is strictly prohibited.

Section 4.   Confidentiality

4.1   Definition. "**Confidential Information**" means any information disclosed by Trimble to you, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation, or is disclosed under circumstances that would cause a reasonable person to understand that such information is intended to be confidential. Information communicated orally will be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to Trimble by third parties. Confidential Information will not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by Trimble; (ii) becomes publicly known and made generally available after disclosure by Trimble to you through no action or inaction of you; (iii) is already in your possession at the time of disclosure by Trimble as shown by your files and records immediately prior to the time of disclosure; (iv) is obtained by you from a third party without a breach of your obligations of confidentiality; or (v) is independently developed by you without use of or reference to the disclosing Party's Confidential

Information, as shown by documents and other competent evidence in the receiving Party's possession. Confidential Information of Trimble will include, without limitation, the SDK and any sample code included with the Documentation, regardless of whether it is identified as confidential.

4.2   Non-Use and Non-Disclosure. You will not use any Confidential Information for any purpose except to exercise your rights and perform your obligations under this Agreement. You will not disclose any Confidential Information to third parties or to your employees, except to those your employees with a need to know.

4.3   Maintenance of Confidentiality. You will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, you will take at least those measures that you take to protect your own most highly confidential information and will ensure that your employees who have access to Confidential Information have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. You will not make any copies of the Confidential Information unless the same are previously approved in writing by Trimble. You will reproduce the other Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

4.4   Disclosure Required by Law. If you become legally compelled (by deposition, interrogatory, subpoena, civil investigative demand or similar process or applicable securities laws) to disclose any Confidential Information, then you will provide Trimble with prompt prior written notice of such requirement so that Trimble may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, or if Trimble waives in writing compliance with the terms hereof, then you will furnish only that portion of the information you are advised by counsel is legally required; and you will use reasonable efforts to obtain confidential treatment of such information.

4.5   Return of Materials. Upon the termination of this Agreement, you will deliver to Trimble all Confidential Information that you may have in your possession or control.

Section 5.   Term and Termination

The initial term of this Agreement will commence on the Effective Date and continue until terminated (the "**Term**"). Trimble will have the right to change, suspend or discontinue all or any aspect of the SDK, including its availability, at any time, and may suspend or terminate this Agreement at any time. You will have the right to terminate this Agreement at any time upon 30 days' advance written notice to Trimble. Upon the expiration or termination of this Agreement for any reason: (i) all rights and licenses granted herein will immediately terminate; (ii) you will discontinue use of all items in the SDK; and (iii) you will remove all full and partial copies of the items in the SDK from your computer. The terms and conditions of the following Sections will survive any termination or expiration of this Agreement: 1, 2.2, 3.1, 3.2, 4, 5, 6, 7 and 8.

Section 6.   Disclaimer

YOUR USE OF THE SDK IS AT YOUR SOLE RISK. THE SDK IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TRIMBLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. TRIMBLE MAKES NO WARRANTY THAT (i) THE SDK WILL MEET YOUR REQUIREMENTS, (ii) THE SDK WILL BE UNINTERRUPTED, RELIABLE, TIMELY, SECURE, OR ERROR-FREE, OR (iii) ANY ERRORS IN THE SDK WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED IN CONNECTION WITH THE SDK IS OBTAINED AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM/NETWORK OR ANY LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL OR THE USE OF THE SDK.

Section 7.   Indemnification; Limitation of Liability

7.1   Indemnification. Upon Trimble's request, you will defend, indemnify and hold harmless Trimble, its affiliates, subsidiaries and licensees and its or their respective employees, contractors, officers and directors against any and all claims, suits, losses, liabilities, and/or judgments, including costs, expenses, damages, and legal fees based upon or arising from your breach of this Agreement. Trimble will (a) promptly notify you of any such claims for which indemnification is sought; (ii) provide reasonable cooperation to you, at your expense, in the defense

and settlement of the claim; and (iii) give you the right to control the defense and settlement of the claim, provided that you shall not have the authority to settle any claim that involves the payment of money or other obligations on the part of Trimble without Trimble's prior written consent. **Trimble may, at its own expense, assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with Trimble in asserting any available defenses.**

7.2 <u>Limitation of Liability</u>. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF TRIMBLE OR YOU, RESPECTIVELY, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES: (A) IN NO EVENT WILL TRIMBLE BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SDK; OR (II) ANY OTHER MATTER RELATING TO THE SDK OR THIS AGREEMENT AND (B) IN NO EVENT WILL TRIMBLE'S AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT EXCEED THE COMPENSATION PAID BY YOU TO TRIMBLE FOR THE SDK, IF ANY, IN TWELVE MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY. THE DISCLAIMERS OF WARRANTIES IN <u>SECTION 6</u>, THE INDEMNITIES IN <u>SECTION 7.1</u>, AND THE LIMITATIONS OF LIABILITY IN THIS <u>SECTION 7.2</u> REPRESENT THE AGREED AND BARGAINED FOR UNDERSTANDING OF THE PARTIES, AND YOU ACKNOWLEDGE THAT THE FACT THE LICENSE GRANTED UNDER THIS AGREEMENT IS ROYALTY-FREE REFLECTS SUCH ALLOCATIONS OF RISK. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

Section 8.   General

8.1   <u>Notices</u>.   Information on how to contact Trimble may be found at http://www.trimble.com/Corporate/Contacts.aspx. Any notice or other communication given by you to Trimble regarding this Agreement will be deemed given and served when personally delivered, delivered by reputable international courier requiring signature for receipt, or five business days after mailing (postage prepaid), addressed to Trimble at its notice address. Trimble's notice address is: Trimble Inc., Attn: General Counsel - Important Legal Notice, 935 Stewart Drive, Sunnyvale, CA

94085, USA.

8.2   Independent Contractors. A party will not be deemed to be an employee, agent, partner or legal representative of the other for any purpose and a party will have any right, power or authority to create any obligation or responsibility on behalf of the other.

8.3   Injunctive Relief. You acknowledge, consent and agree that a breach, actual or threatened, of this Agreement may cause irreparable harm to Trimble, the amount of which may be extremely difficult to estimate, thus making any remedy at law inadequate. Trimble will therefore be entitled to seek immediate injunctive relief and any other relief Trimble deems appropriate from a court of competent jurisdiction without having to post a bond or other security. This right will be in addition to any other remedy available to Trimble in law or equity.

8.4   Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either party, in whole or in part without the prior written consent of the other party, which will not be unreasonably withheld; provided, however, that Trimble may assign its rights and obligations under this Agreement without consent in connection with a sale of assets, merger or consolidation, or similar transaction. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

8.5   Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

8.6   Severability. In the event any provision of this Agreement is determined to be invalid, such invalidity will not affect the validity of the remaining portions of this Agreement, and the Parties will promptly substitute for the invalid provision a valid and enforceable provision which most closely

approximates the intent and economic effect of the invalid provision.

8.7   Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of California and applicable United States federal law, without reference to "conflicts of laws" provisions or principles. The exclusive jurisdiction for any claim or action arising out of or relating to this Agreement or your use of the SDK will lie exclusively in, or be transferred to the courts of the County of Santa Clara and/or the Northern District of California; and you will submit to the exercise of personal jurisdiction of such courts for the purpose of adjudicating any such claim or action. The parties specifically exclude from application to this Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.

8.8   Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements between the parties with respect to said subject matter.

8.9   Export. Use of the SDK is subject to the U.S. Export Administration Regulations. you represent that: (i) you are not a citizen, national or resident of, and are not under the control of, the government of Cuba, Iran, North Korea, Syria, Sudan nor any other country to which the United States has prohibited export; (ii) you will not export or re-export materials using the SDK, directly or indirectly, neither to the above mentioned countries nor to citizens, nationals or residents of those countries; (iii) you are not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, or listed on the United States Department of Commerce Table of Denial Orders; (iv) you will not export or re-export any portion of the SDK, directly, or indirectly, to persons on the above mentioned lists; and (v) you will not use the SDK for, and will not allow the SDK to be used for, any purposes prohibited by United States law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.

8.10   Official Language. The official language of this Agreement is English. For purposes of interpretation, or in the event of a conflict between English and versions of this Agreement in any

other language, the English language version shall be controlling.

8.11   Trimble Development. You acknowledge that Trimble may develop products in the future that have or may have features or functionality similar to the applications or products that you may develop. Nothing in this Agreement will limit Trimble's ability to continue with its development, maintenance or distribution of its products or services.