

**TRUMBLE INC.**  
**END-USER SOFTWARE LICENSE AGREEMENT**  
(North America)

This End-User Software License Agreement (this "Agreement") is entered into by the person, company or association ("End-User") whose name, address, identification information and authorized signature appear on the last page of this Agreement, or, if unsigned, who has contracted with **TRUMBLE INC.**, a Michigan corporation or one of its Channel Partners to install and implement the Software on its computer systems.

This Agreement shall be effective as of the day and date indicated on the signature page to this Agreement, or if earlier, the date of first installation of the Software on the End-User's computer equipment (the "Effective Date").

**WHEREAS**, Trumble Inc. is the developer and licensor of the following enterprise software application: **Reveal**<sup>®</sup> (the forgoing modules and such additional modules as may be added from time to time collectively constitute the "Software");

**WHEREAS**, In consideration of TRUMBLE INC. granting the license and rights under this Agreement, End-User agrees to the terms and conditions of this Agreement; and

**WHEREAS**, End-User of the Software agrees to the terms of this License Agreement either through (i) execution of this Agreement, and/or (ii) through installation of the Software on its equipment.

**Now, therefore**, it is agreed:

**Article 1: Introduction.**

1.01 The terms and conditions of this Agreement apply to the licensing of Software and the provisions of Maintenance and Service by TRUMBLE INC. to End-User. From time to time, Software licenses, Maintenance and/or Services may be acquired under this Agreement by End-User's submittal and TRUMBLE INC.'s acceptance of an Order Schedule referencing this Agreement. Each mutually agreed upon Order Schedule shall be attached to and become an integral part of this Agreement.

**Article 2: Definitions.**

2.01 "Authorized Users" means End-User and its: (i) employees, and (ii) contractors working on End-User's premises who are not competitors of TRUMBLE INC. and have agreed in writing to use restrictions and confidentiality obligations no less restrictive than those set forth in this Agreement. End-User shall at all times be responsible for its Authorized Users' compliance with this Agreement.

2.02 "End-User Computer" means the End-User computer or computer/server hardware system specifically identified in the Order Schedule for the licensed facility in which the software is licensed.

2.03 "Documentation" means the user manuals and other written materials, in any form and on any media, provided by TRUMBLE INC. for use with the Software.

2.04 "Installation Site" means the End-User facility identified in the Order Schedule where the End-User Computer and servers reside.

2.05 "Lease License" means a license of short-term duration (often a year). The specific license term of any Lease License acquired by End-User shall be set forth in the Order Schedule, and if not specified shall be one (1) year, subject to termination as set forth in this Agreement.

2.06 "Maintenance" means software maintenance and technical support as described in Section 6.1 and 6.2 of this Agreement.

2.07 "One-time Implementation Fees" refers to the sale of **Reveal**<sup>®</sup> software for a customer's use in one plant or facility that requires one installation process which is more fully described in Article 8, section 8.02, below.

2.08 "Order Schedule" means TRUMBLE INC.'s Order Schedule or any other mutually agreed upon order schedule which references this Agreement and sets forth, among other things, the Software, Maintenance and/or Services to be provided by TRUMBLE INC. to End-User hereunder and the fees to be paid by End-User.

2.09 "Services" means trailing or other services, if any, purchased by End-User under this Agreement pursuant to a mutually agreed upon Order Schedule.

2.10 "Software" means the executable code version of the computer program(s) specified in the applicable Order Schedule, including any error corrections and subsequent patch releases thereto furnished by TRUMBLE INC. to End-User under Maintenance. Additional terms with specific meanings are defined near where they first appear in this Agreement.

2.11 "Perpetual License" means a license of long-term duration. The Perpetual license remains in effect until a new release of the product is purchased along with a new license agreement, subject to termination as set forth in this Agreement.

### **Article 3: Grant of License**

**3.01 Granting of** a license of short-term or long term duration. The specific license term of any License acquired by End-User shall be set forth in the Order Schedule, and if not specified shall be one (1) year, subject to termination as set forth in this Agreement.

3.02 Upon TRUMBLE INC.'s acceptance of End-User's Order Schedule, TRUMBLE INC. grants to End-User, and End-User accepts from TRUMBLE INC., a non-exclusive, non-transferable license to use the Software specified in the Order Schedule (together with accompanying Documentation, if any), solely for End-User's own internal data processing purposes and subject to the terms and conditions of this Agreement. This license shall be in accordance with the limitations of the license type(s) and in the quantities specified in the Order Schedule. The license term(s) (duration) shall be as specified in the Order Schedule, subject to early termination as set forth in this Agreement.

### **Article 4: License Types**

4.01 Perpetual License: The Software is licensed under a Local Network License format under which access to and use of the Software will be controlled by a single License Server and Authorized Users in each licensed facility will have access to and use of the Software on End-User machines served by the License Server. The Perpetual License term is considered to be indefinite providing up-to-date payment for Maintenance and Support as described in Article 6 of this agreement. Perpetual license fees are governed by the mutually agreed upon Order Schedule at the time of purchase and must include an annual Maintenance and Support agreement. Maintenance shall not entitle End-User to any release, option, module, or future product, which TRUMBLE INC., in its sole discretion, licenses separately or offers for an additional fee.

4.02 Network License: The Software is licensed under a Local Network License format under which access to and use of the Software will be controlled by a single License Server and Authorized Users in each licensed facility will have access to and use of the Software on End-User machines served by the License Server.

4.03 Shop Floor Access. The number of shop floor computer machines with access to and use of the Software will vary from location to location so License fees for use of the Software are determined by usage parameters built into the Software at the License Server level which will keep track of the aggregate number of monitors and/or reports generated by End-User's personnel at each plant floor location in the plant or facility in which the software is accessed for purposes of monitoring piece flow through the system.

4.04 License Fee Determinations. Each Local License will include software that will record the number of monitors and/or reports generated at the shop floor level. The Software will include a preauthorized number of monitors and/or reports available from the system which will be re-authorized in agreed upon increments from time to time except in the case of a Perpetual License. The license type will be specified in the mutually agreed upon Order Schedule at the time of purchase.

In consideration of Section 4.03 above the license fee will be based upon a per unit fee for each monitor and/or report generated by the system. The number of monitors and/or reports authorized by the Software will be increased periodically and will re-authorize automatically in increments as agreed upon by End-User and TRUMBLE INC. TRUMBLE INC. will automatically invoice End-User from time to time when re-authorization is required for continued usage of the Software by End-User.

4.05 Restrictions. End-User agrees to strictly comply with the following restrictions:

(i) The Software may only be used at the Installation Site for monitoring process parameters as described in the Order Schedule attached to this Agreement; and

(ii) In conjunction with the provisions of Section 4.03, above End-User purchases "licensing units". A specified number of licensing units are required to run each instance of a monitor and/or report generated by the Software according to the schedule attached to or incorporated into the Order Schedule to this Agreement. Or, in conjunction with Section 4.01 above in the case of a Perpetual License as specified in the Order Schedule at the time of purchase.

4.06 Evaluation License: If Software is licensed to End-User under an Evaluation License, End-User agrees that, NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT: (i) End-User may use such Software for evaluation, non-production purposes only; (ii) the term (duration) of the evaluation license shall be as set forth in the Order Schedule but shall in no event exceed ninety (30) days; (iii) such Software is provided on an "as is" basis, with no warranties of any kind; and (iv) TRUMBLE INC. has no obligation to provide any Maintenance for such Software.

### **Article 5: Restrictions and Protections.**

5.01 End-User acknowledges that the Software and its structure, organization and source code constitute and contain valuable trade secrets of TRUMBLE INC. Accordingly, End-User shall not:

(i) reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software, or allow any third party to do the foregoing, except to the extent explicitly permitted by applicable law without possibility of contractual waiver;

- (ii) modify, adapt, alter, translate or create derivative works from the Software or Documentation;
- (iii) sublicense, rent, loan, lease, sell, or otherwise transfer all or part of the Software or Documentation to any third party except as expressly permitted under this Agreement;
- (iv) allow any third party to access or use the Software on a service bureau, application service provider, time-sharing, or similar basis;
- (v) disable, modify or circumvent the license management system provided with the Software;
- (vi) remove, alter, or obscure any proprietary notices, labels, or marks from the Software or Documentation;
- (vii) disclose results of any Software benchmark tests without TRUMBLE INC.'s prior written consent;
- (viii) disclose, display, or permit access to or use of the Software or Documentation by persons other than Authorized Users using the Software and Documentation within the scope of this License acquired by End-User; or
- (ix) otherwise use or copy the Software or Documentation except as expressly permitted under this Agreement. End-User agrees to notify TRUMBLE INC. immediately of any unauthorized access to or use of the Software.

5.02 End-User may copy the Software as reasonably required in conjunction with permitted use under this Agreement and for backup purposes. Any such copies made by End-User must reproduce and include, in exact form, all proprietary rights notices. End-User shall maintain records of the location of each copy of the Software, and the location and identity of the computers on which the Software is installed.

5.03 The Software and Documentation, and all worldwide intellectual property rights therein, are and remain the property of TRUMBLE INC. Nothing in this Agreement will be deemed to convey to End-User any title, ownership, or other intellectual property rights in or related to the Software or Documentation, and End-User agrees not to assert any such rights. All rights in and to the Software and Documentation not expressly granted to End-User in this Agreement are reserved by TRUMBLE INC.

5.04 Upon fifteen (15) days written notice, TRUMBLE INC. may audit End-User's installation and use of the Software and Documentation. End-User shall cooperate with TRUMBLE INC.'s audit and provide reasonable assistance and access to information. In addition to any other remedies available to TRUMBLE INC., End-User agrees to pay within thirty (30) days of written notification any fees and charges applicable to End-User's use of the Software and Documentation in excess of End-User's license rights. TRUMBLE INC. shall not be responsible for End-User's costs incurred in cooperating with the audit. TRUMBLE INC. shall comply with End-User's reasonable security procedures while on End-User's facilities.

5.05 Except as required by applicable law, or as necessary for End-User to enforce or exercise its rights hereunder, End-User shall not disclose the terms of this Agreement or TRUMBLE INC.'s pricing in connection with this Agreement to any third-party.

5.06 End-User acknowledges that its obligations under this Article 5 are of a special and unique character which gives them peculiar value to TRUMBLE INC. for which TRUMBLE INC. cannot be reasonably or adequately compensated in damages in the event End-User breaches such obligations. End-User therefore agrees that injunctive relief is an appropriate remedy for such breach or threatened breach. Such injunctive relief shall be in addition to, and not in lieu of, any other rights or remedies in law or equity to which TRUMBLE INC. may be entitled.

#### **Article 6: Maintenance and Support.**

6.01 If End-User acquires Maintenance for Software, then during the applicable Maintenance term and subject to the terms and conditions of this Agreement, TRUMBLE INC. will provide End-User with error corrections and notice of subsequent patch releases of the Software (and updated documentation), if any, that TRUMBLE INC., in its sole discretion, makes generally available for an additional charge to its end-users who are on Maintenance. Maintenance shall not entitle End-User to any release, option, module, or future product, which TRUMBLE INC., in its sole discretion, licenses separately or offers for an additional fee. TRUMBLE INC. is under no obligation to develop any future programs or functionality. TRUMBLE INC. reserves the right to discontinue, in whole or in part, and at any time, offering Maintenance for any Software or platform.

6.02 Further, if End-User acquires Maintenance for Software, then during the applicable Maintenance term and subject to the terms and conditions of this Agreement, TRUMBLE INC. will provide End-User with multi-language technical support via telephone, email, web and any other means TRUMBLE INC., in its sole discretion, makes generally available from time to time under technical support. Technical support is provided only for the then-current major release and the immediately preceding major release (as designated by TRUMBLE INC.) of the Software, running unaltered, and on an appropriate hardware and operating system configuration, as specified in the applicable Documentation. Technical support is limited to reasonable assistance in response to End-User's technical support inquiries regarding:

- (i) Software installation,
- (ii) Software errors, and
- (iii) General questions regarding the usage of Software features. Technical support does not include training or consulting, or the provision of engineering judgment for an End-User-specific use. On-site services are limited to 90 days post-launch and are subject to a service fee thereafter, or, that TRUMBLE INC., in its sole discretion, makes generally available at no additional charge to its end-users who are on Maintenance.

Upon TRUMBLE INC.'s request, End-User shall provide information required by TRUMBLE INC. to verify that End-User and the specific license are entitled to technical support. To allow TRUMBLE INC. to properly address technical issues, TRUMBLE INC. may request that End-User provide files and other materials and information.

6.03 If End-User acquires Maintenance, the term and fees for Maintenance shall be set forth in the Order Schedule. Maintenance fees are due and payable in advance of the Maintenance term. Unless otherwise agreed to by the parties in writing: (i) annual Maintenance renewal, if any, will be at TRUMBLE INC.'s then-current Maintenance prices, and (ii) to purchase any Maintenance, End-User is required to purchase Maintenance for all licensed Software from TRUMBLE INC. In the event that Maintenance expires, upon the commencement of Maintenance a reinstatement fee will be assessed in accordance with TRUMBLE INC.'s then current policies. In addition to any other remedies available to TRUMBLE INC., TRUMBLE INC. reserves the right to refuse to provide Maintenance if End-User is overdue on any payment obligation under this Agreement or under the Order Schedule.

6.04 TRUMBLE INC.'s sole and exclusive liability, and End-User's sole and exclusive remedy, for a failure to meet any obligation under Maintenance and failure to cure such deficiency after thirty (30) days written notice will be that End-User may terminate Maintenance for the Software involved and receive a pro-rata return of any Maintenance fees paid for the remaining unused Maintenance period of the Software involved.

#### **Article 7: Order and Delivery.**

7.01 Each End-User order under this Agreement will reference this Agreement on the applicable Order Schedule. TRUMBLE INC. reserves the right, in its sole discretion, to accept or reject any End-User order.

7.02 TRUMBLE INC. reserves the right to deliver the Software and Documentation either by making them available to End-User for electronic download or by physical delivery. Where the Software and Documentation are made available to End-User for electronic download, TRUMBLE INC. is under no further delivery obligation under the Order Schedule, whether physical or otherwise. For electronic delivery, the delivery date shall be when the Software is made available to End-User electronically.

7.03 Where physical shipment is made, TRUMBLE INC. shall ship (or cause to be shipped) to the physical delivery address set forth in the Order Schedule one copy of the Software media and one set of Documentation (in the form generally available) for each Software licensed under the Order Schedule. Delivery terms are F.O.B. Shipping Point. Unless otherwise agreed to in writing by the parties, TRUMBLE INC. will determine the method of shipment. An additional shipping and handling fee may apply to physical shipments.

7.04 To the extent available, additional Documentation may be purchased at TRUMBLE INC.'s then-current prices.

#### **Article 8: Installation and Authorization Codes**

8.01 End-User may have the Software installed only on the applicable End-User Computer identified in the Order Schedule. End-User shall be responsible for installation of the Software and all associated costs. End-User may only relocate the End-User License Server with TRUMBLE INC.'s prior written consent.

8.02 One-time Installation and Implementation of Software.

(A) "One-time Implementation Fees" refers to the sale of *Reveal*<sup>®</sup> software for a customer's use in one plant or facility that requires one installation process. Customers must already have installed and in use and operation a certain level of hardware and software systems upon which the Company's enterprise Products are installed before a customer can consider the Company's enterprise Products. It is Representative's responsibility to familiarize itself with Company's enterprise Product offerings before approaching customers.

(B) The Order Schedule for the Software will describe and provide pricing for the One-time Implementation Fees for assessment of Customer Site and installation and deployment of the Software on End-User's computer equipment.

(C) END-USER ACKNOWLEDGES THAT A SEPARATE LICENSE OF *REVEAL*<sup>®</sup> IS REQUIRED FOR EACH PLANT OR FACILITY.

8.03 Licensing Fees. After the software is integrated and operating in a customer's system, Company will receive a licensing fee based on the terms set forth in Section 4.01 of this Document for a Perpetual License due upon completion of the Software deployment at each licensed site. Or, as specified in Section 4.03 of this Document based upon certain usage parameters built into the system which are based upon the Reveal modules used and number of monitors and/or reports generated by the customer's personnel at each of its plants or locations. The license type and fee will be stated in the Order Schedule attached to this Agreement signed by the parties, or automatically accepted by the customer upon Company's receipt of a purchase order.

8.04 THE SOFTWARE WILL REQUIRE AUTHORIZATION CODES (also sometimes known as "**LICENSE KEYS**") TO RUN. ANY SUCH REQUIRED AUTHORIZATION CODES WILL BE ISSUED IN ACCORDANCE WITH TRUMBLE INC.'S THEN-CURRENT LICENSE MANAGEMENT POLICY AT THE FEES AGREED UPON IN THE ORDER SCHEDULE ATTACHED TO THIS AGREEMENT. End-User shall provide TRUMBLE INC. with the host identifier and any other information reasonably required by TRUMBLE INC. for each End-User Computer to permit TRUMBLE INC. to generate the necessary authorization codes. TRUMBLE INC. has no obligation to provide authorization codes for any version of the Software which has been replaced by a more recent version.

8.05 TRUMBLE INC. reserves the right to charge TRUMBLE INC.'s then-current standard hardware transfer fees whenever TRUMBLE INC., in response to an End-User request, generates and delivers to End-User replacement authorization codes due to a change to the End-User Computer. Prior to any such delivery, End-User shall complete, sign and submit to TRUMBLE INC. a hardware transfer request form. TRUMBLE INC. has no obligation to provide replacement authorization codes for changes to the End-User Computer if: (i) the applicable Software is not covered by Maintenance; (ii) the Software is not supported on the proposed substitute computer; or (iii) if End-User is in breach of this Agreement.

**Article 9: Fees, Taxes and Payment.**

9.01 End-User shall pay in full all fees payable under this Agreement, including all license fees under any Order Schedule to this Agreement. Fees are exclusive of all applicable sales, use, value added, and other taxes (and all applicable tariffs, customs duties and similar charges), and End-User will be responsible for payment of all such taxes (other than taxes based on TRUMBLE INC.'s net income), tariffs, duties and charges (and any related penalties and interest), payable in connection with this Agreement or the provision of Software, Maintenance and Services hereunder.

9.02 All fees will be due and payable in U.S. Dollars within thirty (30) days from the invoice date unless a different currency is agreed upon in the Order Schedule. Any amount not paid when due will bear interest until paid at the rate of 1½% per month or the maximum rate of interest allowed by applicable law, whichever is less. In addition, End-User will reimburse TRUMBLE INC. for any reasonable legal fees and other costs and expenses incurred in collecting past due amounts. End-User's payment obligations under this Agreement and any Order Schedule are non-cancelable and the sums paid nonrefundable, except as expressly provided in this Agreement.

**Article 10: Warranty; Limitations.**

10.01 TRUMBLE INC. warrants that the Software when used as permitted under this Agreement and in accordance with the instructions in the Documentation (including use on a computer hardware and operating system platform supported by TRUMBLE INC.) will conform substantially to its associated Documentation for a period of ninety (90) days from the delivery date. Any claim by End-User of a breach of this warranty must be made in writing and within ninety (90) days of the delivery date.

10.02 EXCEPT AS EXPRESSLY STATED IN SECTION 10.01 OF THIS AGREEMENT AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, NEITHER TRUMBLE INC. NOR ANY SUPPLIER OR CHANNEL PARTNER OF TRUMBLE INC. MAKES ANY WARRANTIES OF ANY KIND, WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, MAINTENANCE, OR SERVICES PROVIDED UNDER THIS AGREEMENT. TRUMBLE INC. FURTHER EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. TRUMBLE INC. MAKES NO WARRANTY THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

10.03 End-User's exclusive remedy, and TRUMBLE INC.'s sole liability, for Software that does not meet the warranty set forth in Section 10.01 will be, at TRUMBLE INC.'s option:

- (i) to correct the non-conforming Software within a reasonable time so that it conforms to the warranty;
- (ii) to replace the non-conforming Software with another TRUMBLE INC. software offering of substantially similar functionality; or
- (iii) if neither (i) or (ii) is commercially feasible, permit End-User to terminate the license as to the nonconforming Software and refund of the license fees and associated, unused Maintenance and License fees actually paid to TRUMBLE INC. for the non-conforming Software on a pro-rated basis determined by Company.

TRUMBLE INC. will have no responsibility or obligation under the foregoing warranty or otherwise with respect to: (a) any Software that has been modified by anyone other than TRUMBLE INC., or (b) failure of the Software caused by End-User or its agents through accident, abuse or misapplication.

**Article 11: Limitations of Liability.**

11.01 End-User acknowledges that the Software along with the Documentation, Maintenance and any Services provided hereunder are only an aid in End-Users development and manufacture of End-Users products and is not intended as a substitute for sound engineering judgment. TRUMBLE INC. will not be liable in any manner whatsoever for the data output obtained through use of the Software. End-User shall, at its own expense, indemnify, defend and hold TRUMBLE INC. harmless from and against any claim(s) brought against TRUMBLE INC. by a third party arising out of, or related to, End-User's use of the data output obtained from use of the Software.

11.02 NEITHER TRUMBLE INC. NOR ITS SUPPLIERS WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOST DATA, SAVINGS, PROFITS OR REVENUES) ARISING FROM OR RELATED TO THIS AGREEMENT, EVEN IF TRUMBLE INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR CLAIM. TRUMBLE INC.'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL BE LIMITED TO AND WILL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY END-USER TO TRUMBLE INC. UNDER THIS AGREEMENT FOR THE SPECIFIC ITEM THAT IS THE SUBJECT MATTER OF, OR IS DIRECTLY RELATED TO THE CAUSE OF ACTION. END-USER ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT TRUMBLE INC. WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON LIABILITY. NO ACTION,

REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY BE BROUGHT BY END-USER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUED. TO THE EXTENT ANY APPLICABLE LAW LIMITS THE SCOPE OF THIS SECTION 11.02, THIS AGREEMENT SHALL BE INTERPRETED TO CONFORM TO SUCH LAW IN A MANNER THAT LIMITS TRUMBLE INC.'S LIABILITY TO THE FULLEST EXTENT ALLOWED BY LAW.

**Article 12: Term and Termination.**

12.01 This Agreement will be effective as of the Effective Date and will remain in full force until terminated in accordance with this Agreement. Except where otherwise provided in this Agreement, this Agreement may be terminated as follows:

(i) by either party upon thirty (30) days prior written notice upon the occurrence of a material breach by the other party of its obligations under this Agreement if such breach remains uncured at the end of the notice period, provided however that no cure period shall apply as to any material breach of Articles 3, 4, 5 and 14 of this Agreement by End-User and TRUMBLE INC. may terminate this Agreement effective immediately upon written notice; or

(ii) by TRUMBLE INC. if End-User makes a general assignment for the benefit of its creditors, is the subject of an involuntary bankruptcy petition, or is otherwise subject to insolvency or dissolution proceedings unless End-User is released from such proceedings within ninety (90) days.

12.02 Upon termination of this Agreement, all licenses and service rights granted to End-User under this Agreement will automatically terminate, and End-User agrees to immediately cease using all Software and Documentation and promptly uninstall and erase all Software and Documentation (and related authorization codes) from all End-User computers. Within fifteen (15) days following termination, End-User shall return or destroy (at TRUMBLE INC.'s sole option) all originals and copies of the Software (and related authorization codes) and Documentation, and upon TRUMBLE INC.'s request, certify in writing that it has returned or destroyed (as applicable) all such originals and copies. Termination of this Agreement shall not relieve End-User from any obligation accrued on or before the date of termination. Provisions that survive termination of this Agreement include those in Articles 5, 6, 9, 10, 11, 12, 13, 14, 15, 16 and others which by their nature are intended to survive.

**Article 13: Intellectual Property Indemnity.**

13.01 TRUMBLE INC. shall, at its own expense and subject to the terms of this Agreement indemnify, defend and hold End-User harmless from and against any claim(s) brought against End-User by a third party alleging that the Software or any portion thereof as furnished under this Agreement and used within the scope of the licenses granted to End-User infringes any copyrights or U.S. patents, or violates any trade secrets; provided that End-User gives TRUMBLE INC.: (i) prompt written notice of such claim; (ii) assistance and information reasonably requested by TRUMBLE INC.; and (iii) the sole authority to defend and settle such claim.

13.02 Notwithstanding the provision of Section 13.01, TRUMBLE INC. shall have no liability for any infringement arising from: (i) the integration or combination of the Software together with other software, materials or products not integrated or combined by TRUMBLE INC., if the infringement would have been avoided in the absence of such integration or combination; (ii) the use of other than a current unaltered release of the Software available from TRUMBLE INC., if the infringement would have been avoided by the use of the then-current release; (iii) modifications to the Software that were not authorized by TRUMBLE INC. or were undertaken at the request of or direction of End-User; or (iv) End-User's use of the Software in a manner that does not comply with this Agreement.

13.03 If the Software becomes, or in TRUMBLE INC.'s opinion is likely to become, the subject of an infringement claim, TRUMBLE INC. may, at its sole option and expense, either:

(i) substitute non-infringing software of substantially similar functionality; (ii) modify the infringing Software so that it no longer infringes but remains substantially similar in functionality;

(iii) obtain for End-User, at TRUMBLE INC.'s expense, the right to continue use of such Software; or

(iv) if none of the foregoing is commercially feasible, TRUMBLE INC. will take back the Software involved, and grant End-User a refund or credit for the unused portion of the license fees and associated unused Maintenance fees actually paid to TRUMBLE INC. for the Software involved, using a straight line amortization over sixty (60) months from initial delivery for Paid-up License(s).

THIS SECTION 13 STATES TRUMBLE INC.'S ENTIRE LIABILITY AND END-USERS SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

**Article 14: Export.**

14.01 End-User acknowledges that this Agreement and all orders hereunder are subject to United States laws and regulations relating to export controls. End-User shall comply with all applicable United States and local export control laws and regulations and further agrees not to export or re-export the Software, Documentation, technical data or other deliverables provided under this Agreement without: (i) TRUMBLE INC.'s prior written approval, and (ii) obtaining, at End-User's sole cost and expense, any required authorization from the applicable governmental authority as may be required by law. Upon TRUMBLE INC.'s request, End-User shall promptly cooperate with TRUMBLE INC. and provide TRUMBLE INC. with any end-user certificates, affidavits, or other documents reasonably requested by TRUMBLE INC. in connection with the exporting or importing of any products or services under this Agreement.

**Article 15: Miscellaneous.**

15.01 This Agreement, together with any schedules, exhibits and addenda attached to this Agreement, and any and all mutually agreed upon Order Schedule(s) referencing this Agreement, constitute the complete agreement between TRUMBLE INC. and End-User with respect to the subject matter of this Agreement, and this Agreement supersedes all prior or contemporaneous agreements or representations, written or oral, with respect to the subject matter. If End-User issues a purchase order or other instrument covering the Software, Maintenance and/or Services provided under this agreement, it is agreed that such document shall not be applicable and that any acceptance of such document by TRUMBLE INC. shall be for acknowledgment purposes only. This agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by the authorized representatives of the parties.

15.02 This Agreement shall be construed and disputes under this Agreement shall be settled under the laws of the State of Michigan without regard to its conflict of laws principles. For End-Users located within the United States of America TRUMBLE INC. and such End-User agree to submit to the exclusive jurisdiction of, and venue in, the Circuit Court of Oakland County, Michigan, USA, in any dispute arising out of or relating to this Agreement. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement. For End-Users located in countries other than the United States the applicable Order Schedule shall contain the agreement of the parties as to applicable venue for disputes.

15.03 End-User agrees that TRUMBLE INC.'s third party suppliers and channel partners may enforce the provisions of this Agreement against End-User to the extent of their interest in the Software and Documentation. Certain Software may contain third party software components which may be subject to terms and conditions of their own license agreement or other on-line agreement ("End User License Agreement" or "EULA"). End-User is hereby bound by, and shall comply with, the terms and conditions of the applicable EULA with respect to that third party software.

15.04 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. However, End-User may not assign or transfer, by operation of law or otherwise, this Agreement (or any of the licenses or other rights or obligations hereunder), without TRUMBLE INC.'s prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void. TRUMBLE INC. may subcontract a service, or any part of it, to subcontractors selected by TRUMBLE INC., provided TRUMBLE INC. will remain responsible to End-User for such subcontractor's performance in accordance with this Agreement.

15.05 If any provision of this Agreement is invalid, the parties agree that such invalidity will not affect the validity of the remaining portions of this Agreement. The parties further agree to substitute a valid provision for the invalid provision which most closely approximates the intent and economic effect of the invalid provision.

15.06 Ambiguities, inconsistencies, or conflicts in this Agreement, will not be strictly construed against the drafter of this Agreement; rather, they will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting. The section headings in this Agreement are for convenience only and will not be of any effect in constructing the meaning of the Sections.

15.07 Except for the making of payment under this Agreement, either party will be held liable or responsible for delay or failure to perform any of such party's obligations under this Agreement occasioned by any cause beyond its reasonable control, including but not limited to war; terrorist acts; civil disturbance; fire; flood; earthquake; acts or defaults of common carriers; governmental laws, acts, regulations, embargoes or orders; or any other cause, contingency or circumstance not subject to such party's reasonable control. The affected party will resume full performance of interrupted obligations as soon as practicable upon cessation of intervening causes.

15.08 All notices will be in writing and will be sent to the recipient's address set forth at the end of this Agreement or in an attachment or schedule to this Agreement (or such other address as the recipient may designate by notice given in accordance with this Section). Notices permitted or required under this Agreement shall be delivered personally (including courier service), by certified or registered mail, return receipt requested, or by confirmed facsimile transmission. Notices shall be effective upon receipt. If notice is sent to TRUMBLE INC., it shall be directed to Attn: Legal Department.

15.09 End-User acknowledges and agrees that any and all consulting services performed or to be performed by TRUMBLE INC. for End-User are independent of End-User's purchase and use of the Software licenses. End-User further agrees that payment under this Agreement for items purchased under this Agreement is in no way dependent or in any other way associated with the commencement, completion or delivery of consulting services.

15.10 This Agreement may be signed in two counterparts which together will form a single agreement as if both parties had executed the same document. Signed copies of this Agreement provided via facsimile or otherwise will be deemed binding to the same extent as original documents.