

## **Trimble Solutions Corporation and its successors' Terms of Service for Tekla Web Services**

### **IMPORTANT, READ CAREFULLY:**

**BY ENTERING INTO TEKLA WEB SERVICES WITHOUT REGISTERED USER ACCOUNT (AS AN ANONYMOUS USER), YOU ACCEPT AND AGREE THAT YOUR USE OF TEKLA WEB SERVICES IS GOVERNED BY THESE TERMS BELOW;**

1.1 Welcome to the Tekla Web Services provided by Trimble Solutions Corporation and its successors.

1.2 For the purposes of these Terms of Service:

"Content" means all data and information made available on the Tekla WebService, including, without limitation, discussion board posts, user manuals and other documentation, pictures, videos and other audiovisual materials, and software.

"Trimble" means Trimble Solutions Corporation and its successors having its principal place of business at Hatsinanpuisto 8, FIN-02600 Espoo, Finland, and its affiliates.

"Terms of Service" means these terms of service which form the entire agreement between Trimble and You regarding the use of the Tekla Web Services.

"Users" mean any users of the Tekla Web Services.

"You" means the individual accessing or using the Tekla Web Services or the company or other legal entity on behalf of which such individual is accessing or using the Tekla Web Services, as applicable.

1.3 Trimble may modify these Terms of Service from time to time. You must accept such modified Terms of Service prior to continuing use of the Tekla Web Services.

1.4 Your use of the Tekla Web Services is also subject to (i) the Privacy Notice for Trimble Solutions Corporation and its successors customer, supplier and marketing register(s) ("Trimble Privacy Notice") and (ii) as applicable, service-specific use policies and guidelines, as published and made available in the relevant Tekla Web Services from time to time by Trimble, each incorporated herein by reference. You can review the current versions of the Trimble Privacy Notice here. By using the Tekla Web Services, you agree that Trimble is entitled to process, store, and transfer Your personal information in accordance with the Trimble Privacy Notice.

## **2 Your use of the Tekla Web Services**

2.1 Access and use of the Tekla Web Services and the Content made available in the Tekla Web Services shall be subject to these Terms of Service, including viewing communications, and downloading of Content. You shall comply with applicable laws and regulations, including, but not limited to those relating to export control when using Tekla Web Services.

2.2 You understand that Trimble may use and process Your personal information associated with Your use of Tekla Web Services as set forth in the Trimble Privacy Notice.

## **3 Content, intellectual property and license to use the Tekla Web Services**

3.1 You do not have the right to use, reproduce, create derivative works of, distribute, publicly perform and publicly display Content available in the Tekla Web Services, except as permitted by these Terms of Service.

3.2 You may not copy any personal data from nor use any personal data made available in the Tekla Web Services, except for use that may be specifically permitted in the Tekla Web Services, for example by Users subscribing to Your Content.

3.3 You may not remove or alter any branding, logos or copyright notices in any Content available in the Tekla Web Services.

3.4 Any and all intellectual property rights in the Tekla Web Services, including any software, graphics, user interfaces and audiovisual content, shall remain vested in Trimble and third party licensors of Trimble. The Tekla Web Services is protected by copyright law and international treaties.

3.5 Trimble grants You a non-exclusive, revocable and limited right to use the Tekla Web Services and Content solely in accordance with these Terms of Service and additional terms applicable to such Content, if any, for Your internal business or personal use. Except as otherwise permitted by these Terms of Service, You do not have the right to modify, adapt, translate, or reverse engineer any portion of the Tekla Web Services or any Content available on the Tekla Web Services and You do not have the right to index or aggregate any portion of the Tekla Web Services (whether manually or by means of a robot, spider, or other device). Nothing in these Terms of Service will be construed as granting You any proprietary rights in the Tekla Web Services or any Content available on the Tekla Web Services or to any invention or any patent, copyright, trademark or other intellectual property right that has been issued, or that may issue to the Tekla Web Services or any Content available on the Tekla Web Services.

#### 4 Code of conduct

4.1 Trimble has the right, but not the obligation, to remove or block Content from the Tekla Web Services that Trimble determines, in its sole discretion, to be in violation of these Terms of Service, unlawful, offensive, threatening, libellous, defamatory, obscene or otherwise objectionable, or that violates intellectual property rights of Trimble or any third party, or that is detrimental to the quality of the Tekla Web Services. Trimble also has the right, but not the obligation, to limit or revoke the Tekla account of any User submitting such Content or engaging in such behavior.

4.2 You may not use Tekla Web Services to display, store, process or transmit, or permit use of Tekla Web Services to display, store, process or transmit:

- a. Material that infringes or misappropriates a third party's intellectual property or proprietary rights;
- b. Material that violates a third party's privacy rights;
- c. Material that violates applicable law;
- d. Excessively profane material;
- e. Hate-related or violent material;
- f. Material advocating racial or ethnic intolerance;
- g. Material intended to advocate or advance computer hacking or cracking;
- h. Illegal software;
- i. Malicious code, such as viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; or

j. Other material that violates or encourages conduct that would violate any criminal laws, any other applicable laws, or any third party rights.

4.3 You may not, and may not allow any third party, to use Tekla Web Services to:

- a. Generate or facilitate unsolicited commercial email (spam). Such prohibited activity includes, but is not limited to:
  - i. sending email in violation of the CAN-SPAM Act or any other applicable anti-spam law;
  - ii. imitating or impersonating another person or his, her or its email address or creating false accounts for the purpose of sending spam;
  - iii. mining or harvesting any web property (including any Tekla Web Services) to find email addresses or other user account information;
  - iv. sending unauthorized mail via open, third-party servers; and
  - v. sending email to users who have requested to be removed from a mailing list;
- b. Send, upload, distribute or disseminate, or offer to do the same with respect to, unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, or otherwise objectionable material;
- c. Intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
- d. Conduct or forward pyramid schemes and the like;
- e. Engage in phishing;
- f. Transmit material that may be harmful to minors;
- g. Impersonate another person (via the use of an email address or otherwise) or otherwise misrepresent themselves or the source of any email;
- h. Use Tekla Web Services to violate the rights (such as rights of privacy or publicity) of others;
- i. Promote or encourage illegal activity;
- j. Interfere with other users' enjoyment of Tekla Web Services;
- k. Use Tekla Web Services in connection with illegal peer-to-peer file sharing;
- l. Use Tekla Web Services to engage in or promote gambling, or run a gambling operation;
- m. Use Tekla Web Services to sell, distribute or export prescription drugs or other controlled substances;
- n. Use Tekla Web Services to sell, distribute or promote drug paraphernalia;
- o. Use Tekla Web Services to access any other service or website in a manner that violates the terms of use of or access to such service or website.

4.4 You understand that Trimble is not able and has no obligation to preview or control any Content submitted to the Tekla Web Services by Users, and that Trimble cannot guarantee the accuracy, integrity or quality of any Content. You agree that any use of Content by You, whether by way of downloading from the

Tekla Web Services or otherwise, is at your sole risk, and under no circumstances will Trimble assume any liability for any Content, or any loss or damage of any kind incurred as a result of Your use of any Content.

4.5 If You would like to report Content that is unlawful, offensive or otherwise objectionable, breaches these Terms of Service or Content that You believe violates Your, or a third party's copyright or other intellectual property rights, You may use the flagging feature by clicking the Inappropriate link attached to every topic post and reply, or send a notice directly to [webmaster@tekla.com](mailto:webmaster@tekla.com) or [tekla.legal@trimble.com](mailto:tekla.legal@trimble.com).

4.6 Trimble will use reasonable efforts to respond to infringement notices submitted to the aforementioned address, and to take such measures as Trimble in its sole discretion considers appropriate to remove any infringing Content and to discontinue and prevent any infringement.

## 5 Cancellation and termination

5.1 Trimble, in its sole discretion and at any time, may discontinue the Tekla Web Services, or any part thereof, with or without notice.

## 6 General terms

6.1 These Terms of Service will remain in full force and effect during Your use of the Tekla Web Services. Any provision of these Terms of Service that by implication is intended to continue in force after discontinuation or termination of Your use of the Tekla Web Services will survive such discontinuation or termination for any reason.

6.2 You will defend, indemnify and hold Trimble, its affiliates and their respective employees and principals harmless from and against any claim, liability (including settlements and judgments) or expenses (including reasonable attorneys' fees, expenses and court costs) arising out of any claim or demand made by any third party relating to (i) Your use of the Tekla Web Services, (ii) a claim that Your use of the Tekla Web Services infringes the intellectual property rights of any third party, or (iii) any breach of these Terms of Service or the Community Guidelines.

6.3 SUBJECT TO MANDATORY PROVISIONS OF APPLICABLE LAW, THE TEKLA WEB SERVICES IS PROVIDED "AS IS", WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY CONCERNING THE TEKLA WEB SERVICES, OR THE ACCURACY OR COMPLETENESS OF INFORMATION, CONTENT, MATERIALS, OR PRODUCTS CONTAINED OR MADE AVAILABLE IN THE TEKLA WEB SERVICES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, OR WARRANTIES OTHERWISE IMPLIED BY STATUTE OR USAGE OF TRADE. IN PARTICULAR, TRIMBLE DOES NOT WARRANT THAT THE TEKLA WEB SERVICES WILL BE AVAILABLE AT ANY TIME OR FROM ANY PARTICULAR LOCATION, WILL BE SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE TEKLA WEB SERVICES IS FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM TRIMBLE OR THE TEKLA WEB SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

6.4 TO THE GREATEST EXTENT PERMITTED BY THE APPLICABLE LAW, TRIMBLE DISCLAIMS LIABILITY IN RESPECT OF ANY LOSS OF REVENUE, LOSS OF PROFIT, LOSS OF PRODUCTION, LOSS OF DATA OR LOSS OF USE, AND ANY TYPE OF DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSS AND

DAMAGES, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY OR STRICT LIABILITY, AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY, EXISTENCE OR NATURE OF SUCH DAMAGES.

AS SOME JURISDICTIONS MAY NOT ALLOW EXCLUSION OF CERTAIN WARRANTIES OR LIMITATION OF LIABILITY, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IN THIS CASE TRIMBLE'S TOTAL AGGREGATE LIABILITY FOR ANY DAMAGES AND EXPENSES ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE AND THE TEKLA WEB SERVICES IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW, OR TO FIFTY EUROS (50 €), WHICHEVER IS LOWER.

6.5 The conditions, validity and performance of these Terms of Service shall be governed by and construed in accordance with the laws of Finland without regard to conflict of law principles. Any dispute arising from or related to these Terms of Service shall be submitted to the exclusive jurisdiction of a court of competent jurisdiction in Finland.

6.6 Notwithstanding the foregoing, nothing in these Terms of Service shall operate to limit Your rights as a consumer under the mandatory provisions of the applicable law.

6.7 If any provision of these Terms of Service shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any other provisions of these Terms of Service and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

6.8 The Tekla Web Services, or parts thereof may be subject to embargo and export control restrictions. You agree to comply with all applicable embargo and export control laws and regulations and in particular those of the United States and European Union, in force from time to time.

6.9 If there are discrepancies between the English version and any other language version of these Terms of Service, the English version shall take precedence.