

SOFTWARE END USER LICENSE AGREEMENT

(Trimble SketchUp)

IMPORTANT, READ THIS AGREEMENT CAREFULLY. BY DOWNLOADING, INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT USE OR ACCESS THE SOFTWARE. IF YOU HAVE PAID A LICENSE FEE FOR USE OF THE SOFTWARE AND DO NOT AGREE TO THESE TERMS, YOU MAY RETURN THE SOFTWARE FOR A FULL REFUND, PROVIDED YOU (A) DO NOT USE THE SOFTWARE AND (B) RETURN THE SOFTWARE WITHIN FOURTEEN (14) DAYS OF YOUR INITIAL PURCHASE.

BY AGREEING TO THESE TERMS AND CONDITIONS, YOU REPRESENT THAT YOU ARE 18 YEARS OLD OR OLDER AND CAPABLE OF ENTERING INTO A LEGALLY BINDING AGREEMENT.

IF YOU WISH TO USE THE SOFTWARE AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND THE ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT. THE LICENSES GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

If an executed agreement exists between you and Trimble at any time regarding the Software, the terms of that agreement shall supersede the terms of this Agreement in its entirety. Thus, if you enter into a separate written agreement with Trimble regarding the Software, that agreement (not this one) will control your use of the Software; and further if that agreement is terminated, you will not have the right to use the Software under the terms of this Agreement after termination.

This Software End User License Agreement ("**Agreement**") is between Trimble Inc., located at 935 Stewart Drive, Sunnyvale, CA 94085 USA, or the affiliate identified on the Order Form, and its affiliates ("**Trimble**") and the customer (individual or entity) that has downloaded or otherwise procured the licensed Software (as defined below) for use as an end user ("**you**"). This Agreement covers any Software and supporting user or technical documentation provided with the Software ("**Documentation**").

1. Definitions.

"**Effective Date**" means the earlier of the date you sign an Order Form or the date on which the Software is first made available to you.

"**Order Form**" means any order (which includes without limitation online orders) which is entered into by Trimble (or an authorized Trimble distributor or reseller) and you under which you are provided the Software. Each Order Form for the Software shall be deemed a part of this Agreement. This Agreement is binding on you whether or not you executed an Order Form with Trimble. Order Forms may not vary the terms of this Agreement. Only a written agreement, signed by Trimble (not a Trimble Supplier) may vary the terms of this Agreement.

"Trimble Content" means 3D models, Style files, templates, and other similar materials and content owned by or licensed to Trimble and/or its affiliates whether or not proprietary, which are made available to you through the Software. Trimble Content does not include Google Content (as defined in Section 13.12).

"Software" means the Trimble software product(s) for desktop, mobile or server computing devices (including without limitation, SketchUp Pro and SketchUp Viewer) provided in connection with this Agreement in object code form (or as otherwise specified in any related Order Form), including any SketchUp Extensions bundled and included with any of the foregoing at the time of the initial purchase. "Software" shall also include any releases provided to or purchased by you under any separate support and maintenance agreement you may enter into with Trimble. Unless otherwise noted, the Software, Trimble Content and Documentation are referred to collectively herein as "Software."

"Third-Party Software" means any third-party software that is provided to you by Trimble under separate terms and conditions.

"Trimble Supplier" means either Trimble or an authorized distributor or reseller of Trimble products or services which has entered into an Order Form with you.

2. License.

2.1. Grant of License.

Subject to all of the terms and conditions of this Agreement, Trimble grants you a non-transferable, non-sublicensable, non-exclusive, worldwide license to use the Software in machine-readable form on any computer and operating system for which it was intended, but solely: (a) in accordance with

the Documentation; and (b) in accordance with any additional license term, subscription term or other user, seat, computer, field of use or other restrictions set forth in the applicable Order Form or otherwise specified upon purchase. Subject to the terms and conditions of this Agreement, Trimble grants you a non-transferable, non-sublicensable, non-exclusive license to input, upload, download, reproduce, adapt, make derivative works based on, publicly perform and display, and modify the Trimble Content available through the Software in connection with the normal course of the operation of such Software.

2.2. Installation.

Trimble may make available the Software and Documentation by disk or other media, or for download in electronic form. Trimble shall also provide you with electronic passwords or other enabling mechanisms if necessary to permit the licensed usage of the Software. All licenses shall commence, and delivery shall be deemed to occur, as of the Effective Date (or, if later, such date on which the Software and license keys are first made available to you). If your Order Form is with a Trimble Supplier, that Trimble Supplier (and not Trimble) is solely responsible for delivery to you and Trimble has no liability for any failure to deliver. If the Software requires license keys to operate as licensed to you, Trimble or the applicable Trimble Supplier will deliver such license keys to you.

2.3. Device Limitations.

Except as otherwise stated below, so long as you have fully paid the applicable license fee, you may install the Software on up to two computers and/or devices at a time. You may transfer the Software from one computer or device to another computer or device if the Software is completely removed and de-installed from the prior computer or device; provided however, the ability to transfer the current version of the Software will

terminate if you upgrade to a new version of the Software under an active Support and Maintenance subscription. For enterprise licenses, you may copy and install on your computers or devices for use only by your employees the number of copies of the Software for which you have paid the applicable license fee.

2.4. User Accounts.

2.4.1. Account Creation.

In order to use the Software, you may need to create a valid user account ("User Account"). Currently, you can create a User Account by signing in with a valid Google ID (a username/password combination used to access your Google account) or Trimble ID (a username/password combination issued by Trimble). To sign in using a Google ID, you must authorize Google to share account information with Trimble and you must maintain your Google ID in good standing subject to any separate user terms between you and Google. The authentication information Google provides to Trimble or you provide to Trimble may contain personally identifiable information, which will be handled by Trimble as described below, and we may publicly display the username and profile photo (if any) associated with your Trimble or Google user account. You may not create more than one User Account per individual user.

2.4.2. Account Security.

You are entirely responsible for maintaining the confidentiality of your password and account credentials, and you agree that Trimble may terminate your access to the Software and other services if you fail to do so. Additionally, you are fully responsible for any and all activities that occur under your account. You agree to notify Trimble immediately of any unauthorized use of your account or any other breach of security. Trimble

will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

2.4.3. Your Personal Information.

Personally identifiable information that you may submit for the purpose of receiving products or services or for creating or authenticating your User Account will be handled in accordance with Section 3.4 (Privacy).

2.5. License Restrictions.

You shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions); (b) distribute, sell, sublicense, rent, lease, or use the Software (or any portion thereof) for time sharing, hosting, service provider, or like purposes; (c) remove any product identification, proprietary, copyright, or other notices contained in the Software; (d) copy (except as expressly permitted in this Agreement), modify or translate any part of the Software, create a derivative work of any part of the Software, or incorporate the Software into or with other software, except to the extent expressly authorized in writing by Trimble; (e) attempt to circumvent or disable the security key mechanism that protects the Software against unauthorized use (except and only to the extent that applicable law prohibits or restricts such restrictions); (f) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software; (g) use or host the Software in a virtual server environment; (h) merge the Software with any other data, information and content; (i) use the Software other than as expressly permitted by the Agreement, including without limitation for commercial purposes such as

redistribution or publication in exchange for a fee or other consideration, advertising, or for use in marketing and promotional materials; or (j) create more than one User Account for any individual user. You acknowledge that you need to obtain a separate distribution license from Trimble in order to distribute or publish the Software or any derivative in any form not expressly permitted in the Agreement.

2.6. Trial Software.

Subject to the terms and conditions of this Agreement, you may choose to use the Software for a trial period of 30 days (or such other period agreed to by Trimble in writing) (the "Trial Period") , without charge, solely for your evaluation purposes of its functionality. To initiate the trial, you must sign in to a valid User Account and have a trial available to you. The time remaining during the trial will be displayed within the Software. Upon the expiration of the Trial Period, the Software will automatically cease to operate.

2.7. Educational Versions.

If you are a qualified instructor at an accredited educational institution, or you are an enrolled student at an accredited educational institution and use the Software in your classwork, you may use the Software for classroom teaching purposes, and classwork purposes ("Educational Version"). This includes installation and use of the Software in teaching labs at an educational institution, provided that use of the Software is by enrolled students who are engaged in classroom learning activities at the educational institution. However, if you are an employee of an educational institution and your job responsibilities are not those of a qualified instructor, you must purchase a SketchUp Pro commercial license. Educational Versions of the Software are for educational purposes only and may not be used for commercial, professional or other for-profit purposes. For example, but not as a limitation, if you are employed as a member of the professional staff of

an educational institution such as the facilities management team, you are considered to be engaged in for-profit activity and you must purchase a SketchUp Pro commercial license. In addition, other terms and conditions may apply to Educational Versions including without limitation, screening or author criteria as may be set by Trimble from time-to-time. Please contact Trimble for additional information. Educational Versions are licensed for a one year term unless specified otherwise in the Order Form. Upon expiration of the one year term, your right and license to use the Educational Version of the Software expires and the Software will automatically become inoperable. Qualified instructors, students and institutions may purchase a license for an Educational Version of the Software annually upon meeting all program requirements described in this section.

2.8. Integrated Services.

The Software may support integrations with certain software or services that are provided by Trimble separately from the Software and/or by third parties ("Integrated Services"). In order for the Software to communicate with such Integrated Services, you may be required to input credentials for the Integrated Services. By enabling use of the Software with any Integrated Services, you authorize Trimble to access your accounts with such Integrated Services to authenticate such integrations. You are solely responsible for complying with any relevant terms and conditions of the Integrated Services and maintaining appropriate accounts in good standing with the providers of the External Services. Trimble does not guarantee that the Software will maintain integrations with any Integrated Services and Trimble may disable integrations of the Software with Integrated Services at any time with or without notice to you. See below and Section 13.12 (Third-Party Software and Content) for additional information and terms and conditions.

2.8.1. Trimble Connect.

You may use Trimble Connect, Trimble's proprietary cloud-based storage service, to store models and collaborate with others. Your storage of models and any other use of Trimble Connect is subject to the Trimble Connect Terms of Service, available at https://connect.trimble.com/terms_of_service.html or a successor URL.

2.8.2. 3D Warehouse.

You may use Trimble's 3D Warehouse access 3D models and content for your own use. You may also upload 3D models to share models with other users of the Software. All use of the 3D Warehouse is subject to the 3D Warehouse Terms of Use, available at <https://3dwarehouse.sketchup.com/tos.html> or a successor URL.

2.8.3. Extension Warehouse.

You may use Trimble's Extension Warehouse to find and install additional tools, utilities, and/or features to the SketchUp application. All use of the Extension Warehouse is subject to the Extension Warehouse Terms of Use, available at <https://extensions.sketchup.com/legal> or a successor URL.

2.8.4. SketchUp Community.

You may access and use SketchUp Community, Trimble's support and discussion forums devoted to SketchUp products, available at <http://forums.sketchup.com/> or a successor URL. All access and use of SketchUp Community is subject to the terms set forth at http://www.trimble.com/Corporate/Terms_of_Use.aspx or a successor URL.

3. Software Activation and Metering; Software Updates; Consent to Use of Data; Privacy

3.1. Software Activation and Metering.

Trimble may use your internal network and Internet connection for the purpose of transmitting license-related data at the time of installation, registration, use of or update to the Software, and for validating the authenticity of the license-related data in order to register your Software and protect Trimble against unlicensed or illegal use of the Software.

Trimble may include in the Software, a built-in license metering technology that helps you avoid any unintentional violation of this Agreement. You acknowledge that such metering module may send Trimble on-line notification confirming use of the Software. You will not disable, modify or interfere with the operation of any such module. Trimble may use your internal network for license metering.

Trimble will use information obtained per this Section 3.1 only for the purpose stated in this Section 3.1.

3.2. Software Updates.

The Software may notify and inform you when Updates to the Software are available. The Software allows you to request and receive Updates automatically, and does so by default, though you have the choice to disable this feature. Likewise, you will need to take action to download and install the software on your computer as this action does not happen automatically. "**Updates**" include maintenance releases, bug fixes, and minor updates to your current version of the Software.

3.3. Consent to Use of Data.

Trimble may, directly or through third parties, collect and use technical information, information about you, and/or data that you provide in relation to your use of the Software or the provision of maintenance and technical support for the Software. Trimble will not use such information in a form that personally identifies you except to the extent necessary to provide maintenance and technical support, or to enhance your use of the Software including requesting feedback on the Software, providing critical updates, notifications regarding pre-release Software, or to improve the Software. You acknowledge that, to the extent permitted by law, Trimble assumes no responsibility for storage of your data or information.

3.4. Privacy.

Protecting users' privacy is very important to Trimble. You acknowledge and agree to the terms of (1) the Trimble's Privacy Policy, located at <http://www.trimble.com/privacy.aspx> or a successor url, and (2) the SketchUp Privacy Policy Supplement, located at <https://www.sketchup.com/privacy-notice> or successor url, each of which may be updated from time to time and without notice. Information collected by Trimble in connection with your license and use of the Software may be stored and processed in the United States or any other country in which Trimble or its agents maintain facilities. Accordingly, by using the Software you consent to any transfer of such information outside of your country. You acknowledge and agree that Trimble may access, preserve, and disclose your account information if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process or governmental request; (b) enforce this Agreement, including investigation of potential violations hereof; (c) detect, prevent, or otherwise address fraud, security or technical issues (including, without limitation, the filtering of spam); (d)

respond to user support requests; or (e) protect the rights, property or safety of Trimble, its users, and the public. Trimble will not be responsible or liable for the exercise or non-exercise of rights under this Agreement.

4. Ownership.

Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Trimble and its suppliers have and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software and all copies, modifications and derivative works thereof (including any changes which incorporate any of your ideas, feedback or suggestions). You acknowledge that you are obtaining only a limited license right to the Software and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to you under this Agreement or otherwise.

5. Payment.

You shall pay all fees associated with the Software licensed and any services purchased hereunder as set forth in the applicable Order Form. All payments shall be made in advance prior to delivering a Software license, unless otherwise specified in writing by Trimble or the applicable Trimble Supplier. Except as expressly set forth herein, all fees are non-refundable once paid. You shall be responsible for all taxes, withholdings, duties and levies arising from the order (excluding taxes based on the net income of Trimble or the Trimble Supplier).

6. Term of Agreement.

6.1. Term.

This Agreement is effective as of the Effective Date and expires at such time as all license and subscriptions hereunder have expired in accordance with their own terms (the "Term"). You may also terminate this Agreement at any time by permanently deleting the Software in its entirety. Either party may terminate this Agreement (including all related Order Forms) if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). If you have entered into a separate written agreement with Trimble which governs the Software and that agreement is terminated, then this Agreement automatically terminates and you shall no longer have any right to use the Software. Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise. For clarity, even if you have entered into an Order Form with a Trimble Supplier, you agree that Trimble is a third party beneficiary to that Order Form and has the right to terminate this Agreement as set forth in this Section 6 (Term of Agreement).

6.2. Termination.

Upon any expiration or termination of this Agreement, you shall cease any and all use of any Software and destroy all copies thereof and so certify to Trimble in writing.

6.3. Survival.

Sections 2.5 (License Restrictions), 4 (Ownership), 5 (Payment), 6.3 (Survival), 7 (Warranty Disclaimers), 9 (Indemnity), 10 (Limitation of Remedies and Damages), 11 (Confidential Information), 12 (Export

Compliance; Compliance with Laws), and 13 (General) shall survive any termination or expiration of this Agreement.

7. Warranty Disclaimers.

THE SOFTWARE AND ALL SERVICES ARE PROVIDED "AS IS." NEITHER TRIMBLE NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. TRIMBLE MAKES NO WARRANTY (i) THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, (ii) THAT THE SOFTWARE WILL BE ERROR-FREE OR BUG-FREE, (iii) REGARDING THE SECURITY, RELIABILITY, TIMELINESS, OR PERFORMANCE OF THE SOFTWARE, (iv) THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED, AND (v) REGARDING THE RESULTS OR OUTPUT OF THE SOFTWARE. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD. TRIMBLE MAKES NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY COMPONENTS OF THE SOFTWARE AND 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. For the avoidance of doubt, Trimble does not assume and will not have any liability arising from events beyond Trimble's control or the control of its subcontractors, other developers, business partners or licensors, including events such as acts of God, acts of any governmental entity, acts of a public

enemy, strikes, natural disasters, or failure or diminishment of power or telecommunications or data networks or services.

8. Support & Maintenance.

Trimble provides the support and maintenance services for SketchUp Pro for an additional fee pursuant to its then-current standard service terms (currently available [here](#)). If you do not have an active support and maintenance subscription, some features of the Software may not be available (e.g., add location, mapping, Integrated Services, etc.).

9. Indemnity.

You agree to hold harmless and indemnify 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 your misuse of the Software or your 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. In such a case, Trimble will provide you with written notice of such claim, suit or action.

10. Limitation of Remedies and Damages.

- 10.1. NEITHER TRIMBLE NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR DATA), 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.
- 10.2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, TRIMBLE AND ITS SUPPLIERS' ENTIRE LIABILITY TO

YOU UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO TRIMBLE UNDER THIS AGREEMENT.

- 10.3. THE SOFTWARE 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. YOU REPRESENT AND WARRANT THAT YOU WILL NOT USE THE SOFTWARE (OR PERMIT IT TO BE USED) FOR HIGH RISK ACTIVITIES, AND AGREE THAT TRIMBLE WILL HAVE NO LIABILITY FOR USE OF THE SOFTWARE IN HIGH RISK ACTIVITIES. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS TRIMBLE FOR ANY DAMAGES, LIABILITIES OR OTHER LOSSES RESULTING FROM SUCH USE.
- 10.4. The parties agree that the limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. Confidential Information.

Any software, documentation or technical information provided by Trimble (or its agents) shall be deemed "Trimble Confidential Information" without any marking or further designation. Except as expressly authorized herein, you will hold in confidence and not use or disclose any Trimble Confidential Information. You acknowledge that disclosure of Trimble Confidential Information would cause substantial harm to Trimble that could not be remedied by the payment of damages alone and therefore that upon any such disclosure by you, Trimble shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

12. Export Compliance; Compliance with Laws.

12.1. Export Compliance.

You are responsible for complying with all applicable export and import regulations and obtaining all necessary export and import licenses or permits

for the direct or indirect export or import of any Software. Without limiting the generality of the foregoing, you hereby acknowledge and agree that the Software and any associated Confidential Information are subject to the U.S. Export Administration Regulations and were exported from the United States, if at all, in accordance with those regulations. In the exercise of its rights, and the performance of its obligations under this Agreement, you shall comply strictly with all U.S. export control laws and regulations applicable to the Software, including without limitation the U.S. International Traffic In Arms Regulations (ITAR) (22 C.F.R. Parts 120-130, as amended) and the U.S. Export Administration Regulations (15 C.F.R. Parts 730-774, as amended). You will also comply with all applicable economic sanctions and trade embargo laws, rules and regulations as promulgated by the U.S. Treasury Office of Foreign Assets Controls (OFAC) and Bureau of Industry and Security (BIS). You shall not export, re-export, transfer, divert or disclose any such Software, or any direct product thereof, to any destination restricted or prohibited by U.S. export control laws, or to any national or resident thereof. Your obligations under this paragraph will survive the termination of this Agreement for any reason whatsoever. You will defend, indemnify and hold Trimble harmless against any liability (including attorneys' fees) arising out of your failure to comply with the terms of this paragraph. Your failure to comply with any term of this paragraph will constitute a material breach of this Agreement and entitle Trimble to immediately terminate this Agreement in addition to any other remedy available at law or equity.

12.2. Compliance with Laws.

You are responsible for complying with all applicable laws, regulations and codes of practice in your use of the Software and any results derived from the Software.

13. General.

13.1. Assignment.

This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. 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. You may not assign or transfer this Agreement, in whole or in part, without Trimble's written consent. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

13.2. Severability.

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

13.3. Governing Law; Jurisdiction and Venue.

- 13.3.1. Unless you obtained this Software in Canada or the European Union, this Agreement is governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. In such case the jurisdiction and venue for actions related to the subject matter hereof are the State of California and United States federal courts located in Santa Clara County, California, and both parties hereby submit to the personal jurisdiction of such courts.
- 13.3.2. If you obtained this Software in Canada, this Agreement is governed by the laws of the Province of Ontario, Canada, excluding its rules governing conflicts of laws and without regard to the United Nations Convention on the International Sale of Goods. In such case jurisdiction and venue for actions related to the subject matter hereof are the courts of the Judicial District of

York, Province of Ontario and both parties hereby submit to the personal jurisdiction of such courts.

- 13.3.3. If you obtained this Software in the European Union, this Agreement is governed by the laws of The Netherlands, excluding its rules governing conflicts of laws and without regard to the United Nations Convention on the International Sale of Goods. In such case jurisdiction and venue for actions related to the subject matter hereof are the courts of Amsterdam, The Netherlands and both parties hereby submit to the personal jurisdiction of such courts.

13.4. Notices and Reports.

Any notice or report hereunder shall be in writing. If to Trimble, such notice or report shall be sent to Trimble at the address above to the attention of "Legal Department". If to you, such notice or report shall be sent to the address you provided upon placing your order. Notices and reports shall be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if sent by certified or registered U.S. mail (return receipt requested); or (c) one day after it is sent if by next day delivery by a major commercial delivery service.

13.5. Amendments; Waivers.

No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.

13.6. Entire Agreement; English Language Version.

This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written

and oral agreements and communications relating to the subject matter of this Agreement. No provision of any Order Form or in any other business form employed by you will supersede the terms and conditions of this Agreement, and any such document issued by a party hereto relating to this Agreement shall be for administrative purposes only and shall have no legal effect. The section headings in this Agreement are for convenience only and have no legal or contractual effect. The official canonical version of this Agreement can be found online at <http://www.sketchup.com/license/f/sketchup>. The official language of these Terms of Use is English. If there is a conflict between the English language version and any translation, the English language version will control.

13.7. Independent Contractors.

The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

13.8. Force Majeure.

Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license or changes in law or regulations by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure event at reasonable cost.

13.9. Audit.

Upon Trimble's written request, you shall certify in a signed writing that your use of the Software is in full compliance with the terms of this Agreement (including any restrictions in the applicable Order Form). Trimble, or its authorized representative, may, upon prior reasonable notice of at least ten (10) days, inspect and audit your records and use of the Software to confirm your compliance with this Agreement. All such inspections and audits will be conducted during regular business hours and in a manner that does not unreasonably interfere with your business activities. You are responsible for such audit costs only in the event the audit reveals that your use is not in accordance with the licensed scope of use and for unpaid license fees.

13.10. Publicity/Press Releases.

You shall not issue or make any press releases, publications or public references regarding your relationship with Trimble unless you first inform Trimble of such proposed publicity, submit all proposed publicity materials to Trimble for review and obtain Trimble's prior consent in writing, in each particular instance.

13.11. Government End-Users.

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