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| 1 | <p>If and to the extent that Chapter VI of Regulation (EU) 2023/2854 (“Data Act”) applies to Offerings provided by Trimble (“Trimble Data Processing Services”), the following terms amend and are incorporated into any Agreement between Customer and Trimble, including any Offering Terms, End User License Agreement or Terms of Use (“Data Act Terms”). A list of Trimble Offerings that Trimble has determined to fall under Chapter VI of the Data Act and further information required by the Data Act, which is incorporated in each Agreement and these Data Act Terms, can be found in a List of Data Processing Services on Trimble’s website. Trimble Offerings that constitute Data Processing Services under the Data Act are referred to as Trimble Data Processing Services. All terms used herein but not defined shall retain the meaning given to them in the Agreement or, as the case may be, in the Data Act.</p> |
| 2 | <p>Customer may provide not less than sixty (60) days prior notice (“Notice Period”) in written or electronic form to Trimble via a designated Trimble email address requesting to switch from a Trimble Data Processing Service to a data processing service of a similar type offered by a different provider of data processing services or to port all Customer Data in the Trimble Data Processing Service to an on-premises ICT infrastructure (“Switch”), after which such Customer has a period of up to 30 days to so switch or port (“Transition Period”). The right to Switch applies to Trimble Data Processing Services only. The Switching right may not be exercised to reduce the number of Authorized Users, seats, licenses or Customer’s volume commitment for an Offering.</p> |
| 3 | <p>During the Notice Period and the Transition Period, the Agreement and the Data Act Terms remain applicable, including Trimble’s obligations to continue the provision of the contractually agreed functions or services and to continue to apply and maintain its agreed business continuity and security obligations (which shall also include appropriate measures for the security of the data during the Switching). Trimble shall provide reasonable assistance to the Customer and third parties authorized by the Customer for the Switch allowing the Customer to complete the Switch within the Transition Period. During this period, Trimble will support the Customer’s exit strategy relevant to affected services, including by providing all relevant information. As of the date hereof there are no known risks specific to the continuity in the provision of these affected services. Updates to this assessment will be posted in this document or any successor URL.</p> |
| 4 | <p>Unless Customer can gather such information from the use of the Trimble Data Processing Service on its own, Trimble will provide a detailed description of Customer Data that is subject to the Switch. Trimble shall describe the categories of Customer Data specific to the internal functioning of the Trimble Data Processing Service that are to be exempted from the exportable data where a risk of breach of Trimble’s or its Licensor’s trade secrets exists, provided that such exemptions do not impede or delay the Switching process provided for in</p> |

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| | <p>this section. Customer understands that Trimble may retain aggregated and anonymized data derived from Customer Data during the term and in accordance with Trimble's data use rights under the Agreement or the Terms.</p> |
| 5 | <p>If Customer chooses to Switch, Customer agrees to:</p> <ul style="list-style-type: none"> (a) promptly notify Trimble of its decision to either: <ul style="list-style-type: none"> (i) switch to a different provider; (ii) switch to an on-premises ICT infrastructure; or (iii) request the erasure of its Customer Data; (b) take all necessary steps and actions to complete Switching within the Transition Period; (c) immediately notify Trimble if Customer wishes to extend the Transition Period, in which case, so long as legally required, Customer shall have a one-time right to extend the Transition Period; provided, however, that the Transition Period shall in no event extend beyond the end of the Term set forth on the Agreement or the applicable Order. If requested by Trimble, Customer shall execute an Order to cover the extension of the Transition Period. |
| 6 | <p>This Agreement shall be considered to be terminated in full or in part, as the case may be, in connection with a Switch and the Customer shall be notified of such termination, in one of the following cases: (i) where applicable, upon the successful completion of the Switch or (ii) at the end of the maximum notice period referred to in this section, where the Customer does not wish to switch but to erase the Customer Data. Trimble will delete the Customer Data within 90 days after termination of the Agreement and until then Customer has the possibility to retrieve the Customer Data. The Agreement will remain in force for Trimble Offerings that are not subject of the Switch.</p> |
| 7 | <p>In case of such termination, Trimble is entitled to a termination penalty equal to the Fees agreed for the Trimble Data Processing Services in connection with the Switch until the end of the initially agreed Term. Customer is not entitled to a refund of any prepaid Fees.</p> |
| 8 | <p>If Trimble considers the Switch during the mandatory maximum transitional period as provided for in section 12.1 as technically unfeasible, it will notify the Customer within 14 business days of the receipt of the Customer's notice requesting a Switch, and shall duly justify the technical unfeasibility and indicate an alternative transitional period, which shall not exceed seven months. The Agreement and Data Act Terms shall apply during this longer transitional period.</p> |