TRIMBLE CONNECT SDK
Commercial Use Addendum

Licensee Name	Toric
Addendum Effective Date	23 November 2022
Addendum Term	12 months
Licensee Applications	Trimble Connect - Toric Connector
Fees	$0 (zero)

This Commercial Use Addendum (this "**Addendum**") is entered into by and between Trimble Inc. and its affiliates ("**Trimble**") and the licensee specified above ("**Licensee**" or "**you**") as of the date specified above (the "**Addendum Effective Date**") and amends the Trimble Connect SDK Internal Use License Agreement (the "**Agreement**") (available at https://connect.trimble.com/terms-service) between the parties. All capitalized terms not defined herein have the meaning given to them in the Agreement. Except as expressly set forth herein, all of the terms and conditions of the Agreement will remain in full force and effect.

1.   **Licensee Applications**. All references to "Your Internal Applications" in the Agreement are deemed to refer to the "**Licensee Applications**" specified in the table above.

2.   **Licensee's Use Rights**. Section 1.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

Your Use Rights. Subject to the terms and conditions of this Agreement and the Documentation, during the Addendum Term (as defined below) you may use the SDK solely to enable the Licensee Applications to access or interface with Trimble Connect for use by end users of the Licensee Applications ("**End Users**") pursuant to a legally-binding agreement between you and each such End User (an "**End User Agreement**"). The foregoing includes the right to use, copy, and distribute the SDK solely as integrated in Licensee Applications and not on a standalone basis or for any other purpose. All of your use rights in this Agreement are limited, non-exclusive, non-sublicensable (except to End Users as authorized herein) and non-transferable. You may, however, permit your agents and contractors to exercise your use rights on your behalf, provided that you remain responsible for their compliance with this Agreement.

3.   **Licensee Applications and End Users**. Section 3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

Licensee Applications and End Users. You are solely responsible, at your own expense, for (a) Licensee Applications and their distribution, operation and support; and (b) your End User Agreements regarding each End User's use of a Licensee Application. Each End User Agreement must be consistent with and substantially as protective of the SDK and Trimble (as your supplier or licensor) as the terms and conditions of this Agreement. You will remain responsible for each End User's compliance with its End User Agreement and promptly notify Trimble upon becoming aware of a breach thereof by any End User.

4.   **Resale**. The following sentence is hereby added to the end of Section 3.5 of the Agreement:

For clarity, nothing herein limits you from charging a standard overall fee for the Licensee Applications.

5.   **Indemnification**. Section 3.7 of the Agreement is hereby deleted in its entirety and replaced with the following:

Indemnification. You will indemnify, defend (at Trimble's request) and hold harmless Trimble and its affiliates and their respective directors, officers, employees, agents, contractors, end users and licensees from and against any claims, losses, costs, expenses (including reasonable attorneys' fees), damages or liabilities based on or arising from (a) the Licensee Applications and any of your acts or omissions in connection with their marketing and distribution, (b) your relationships or interactions with any End Users, including without limitation your responsibility for your End Users under Section 3.1 (Licensee Applications and End Users), or (c) your breach or alleged breach of this Agreement.

6.   **Fees**. Fees for Licensee's right to use the SDK with Licensee Applications (if any) are as specified in the table above and must be paid within thirty (30) days of invoice. All fees are non-refundable. Licensee is required to pay all sales, use, GST, value-added, withholding, or similar taxes or levies, whether domestic or foreign, other than taxes based on the income of Trimble. Any late payments will be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. Licensee further agrees to any such additional standard Trimble audit, reporting, reconciliation or further terms attached to this Addendum by Trimble or referenced by link in the table above.

7.	**Addendum Term**. This Addendum is effective as of the Addendum Effective Date and will remain in effect during the "**Addendum Term**" specified in the table above unless earlier terminated in accordance with Section 8 (Termination). The Addendum Term will automatically renew for up to three renewal periods of the same length unless either party provides the other with written notice of termination no less than ten (10) days before such renewal anniversary date.

8.	**Termination**. Notwithstanding anything to the contrary in this Addendum, this Addendum will terminate upon the earliest to occur of (1) termination or expiration of the Agreement (for any reason) or (2) thirty (30) days following either party's notice to the other of termination of this Addendum (with or without cause). Upon any expiration or termination of this Addendum: (a) Licensee's license rights will terminate and Licensee shall cease marketing, distributing or sublicensing any versions of the Licensee Applications incorporating the SDK, (b) all payments then outstanding will become immediately due and payable, and (c) the Agreement will terminate, in the event it has not yet been terminated. Sections 6 (Fees) and 8 (Termination) will survive termination of this Addendum. Provided termination was not due to breach by Licensee, any End User licenses granted prior to the termination of this Addendum shall survive in accordance with the terms of the applicable End User Agreement.

Accepted and agreed to by the parties as of the Addendum Effective Date:

LICENSEE name and address: **Trimble Inc.**:
                                                                                935 Stewart Drive
                                                                                Sunnyvale, CA 94085

Signature:_____   Signature:_____

Print Name:_____   Print Name:_____
                                                     Ray Bagley

Title:_____   Title:_____
                                                     Business Area Director
Email:_____   Email:_____
                                                     ray_bagley@trimble.com