



ASSIGNMENT

Assignment Date:	Date of the last signature below
Trimble Entity Name ("Trimble") and Address:	Trimble Inc. 10368 Westmoor Drive Westminster, CO 80021 US
Customer Entity Name ("Customer") and Address:	Clearwater, FL 100 S. Myrtle Ave Clearwater, FL 33756
Billing Contact Name and E-Mail Address:	Dan Mayer daniel.mayer@myclearwater.com
Is Customer Tax Exempt? Is Customer a Public Entity?	Yes or No Yes or No
Initial Term:	06/01/2026 - 10/31/2027
Validity:	This Order Form shall expire on 6/30/2026 (the "Validity Date"). If this Order Form is not executed by the Customer by the Validity Date, Trimble reserves the right to not offer the pricing found in the Order Form.
Miscellaneous:	<p><i>* If Purchase orders are issued by Customer, they are issued for administrative purposes only; terms and conditions contained in any such purchase order shall be null and void.</i></p> <p><u>Purpose.</u> The Purpose of this Order Form is to increase the number of Named Users for Trimble Unity Maintain Elite from 125 named users to 220 Named Users, and update the Customer's current Annual Software Subscription</p>

Added Software Subscription:

Item Name	Unit of Measure	Type	Description	Annual Amount	Prorated amount
Trimble Unity Maintain - Elite	95 - Authorized Users	Software-as-a-Service ("SaaS")	See Addendum 1 for Additional Details	\$125,286.00	\$52,517.15
Discount				(\$26,486.00)	(\$11,102.36)
Total Annual Software Subscription - Year 1				\$98,800.00	
Total Annual Software Subscription - Year 1 (06/01/2026 - 10/31/2026)					\$41,414.79

Updated Annual Software Subscription:

Item Name	Unit of Measure	Type	Description	Annual Amount
Trimble Unity Suite	1	Software-as-a-Service ("SaaS")	5 - Trimble Unity Suite Construct Professional 5 - Trimble Unity Suite Maintain Elite 5 - Trimble Unity Suite Permit Professional See Addendum 1 for Additional Details, Trimble Unity Suite - Seat	\$8,000.00
Trimble Unity Maintain - Elite	215 - Authorized Users	Software-as-a-Service ("SaaS")	See Addendum 1 for Additional Details	\$251,980.00
Discount				(\$31,180.00)
Updated Total Annual Software Subscription - Year 2 (11/01/2026 - 10/31/2027)				\$228,800.00

Addendums:

1. Annual Software Subscription Details
2. Supplemental Terms for Support and Maintenance (the "Support Terms")
3. Availability Service Level Agreement; Data Security and Restoration

TERMS AND CONDITIONS

1. Terms and Conditions. This Order Form is subject to the Master Agreement Dated **May 9, 2025** ("Agreement").

2. AUTOMATIC RENEWALS. *This Order will automatically renew for subsequent 12-month term(s) at then-current pricing, unless either party provides the other with notice of cancellation at least 30 days prior to the expiration of the then-current term.*

3. Payment Terms. All fees are due Net 30 from the date of the Trimble invoice.

- **Annual Software Subscription:** Trimble will invoice:
 - Prorated Year 1 in the amount of \$41,414.79 upon execution of this Order Form. Fee for Year 1 reflects the full year amount of \$98,800.00 pro-rated for a period of 06/01/2026 - 10/31/2026 and taking into account the amount previously paid for Trimble Unity Maintain during the Prorated Term, in the annual amount of \$130,000.00.
 - Year 2 in the amount of \$228,800.00 will be invoiced on 10/01/2026.

4. Annual Price Increase. At each renewal, Trimble has a right to increase the annual fees by the amounts set forth in the Agreement.

5. Electronic Invoices. Customer hereby consents to the receipt of invoices electronically at the indicated e-mail address(es) and accepts such invoices as if received by mail. Customer's e-mail address may be changed by written notice given by Customer to Trimble at: customer_master@trimble.com. Customer is responsible for maintaining a current e-mail address and shall under no circumstances be excused from payment of applicable charges by its failure to access its designated e-mail address.

6. Due Authority. By signing below, the signatory represents that he/she (i) is an authorized representative of Customer and (ii) has the authority to legally and functionally commit the Customer.

ACCEPTANCE

Accepted and agreed:

TRIMBLE: DocuSigned by:
Signature: Carlos Abaunza
92969BE0AABA49F...
Print Name: Carlos Abaunza
Title: Sr. Director, Legal
Date: 5/28/2026

CUSTOMER:

Countersigned: CITY OF CLEARWATER, FLORIDA

By:

Jennifer Poirrier
Interim City Manager

Approved as to form:

Attest:

Owen Kohler
Lead Assistant City Attorney

Rosemarie Call
City Clerk

Addendum #1

Annual Software Subscription Details

Trimble Unity Suite - Seat

The Trimble Unity Suite provides access to the Trimble Unity Suite for five (5) Authorized Users for each Trimble Unity Construct, Maintain, and Permit at the Package Level described in the Order Form.

Packages

The following is a breakdown of modules and functionality found within each Package (certain SaaS add-ons which are not included in a package may be purchased separately with pricing reflected on the Order Form). Modules and Functionality may require professional services for implementation or configuration. Professional services can be purchased separately .

Product:	Starter Package	Professional Package	Elite Package
Trimble Unity Construct	<p>Authorized Users delineated on the Order Form get access to Trimble Unity Construct's:</p> <ul style="list-style-type: none"> ● Core Modules¹ ● Process Module ● Forms Module ● Document Module ● Dashboard Module ● Reports Module ● EZ File Transfer 	<ul style="list-style-type: none"> ● Trimble Unity Construct - Starter Included <p>Authorized Users delineated on the Order Form get access to Trimble Unity Construct's:</p> <ul style="list-style-type: none"> ● Cost Module ● Schedule Module ● Resource Management ● Planning Module ● Bidding Module ● Submittals Module ● Account Level Cost Capability ● Project Level Multi-Currency Capability ● API Professional² ● Trimble Unity Field's Construct Functionality 	<ul style="list-style-type: none"> ● Trimble Unity Construct - Starter Included ● Trimble Unity Construct - Professional Included <p>Authorized Users delineated on the Order Form get access to Trimble Unity Construct's:</p> <ul style="list-style-type: none"> ● Data Warehouse Capability ● Shared Trial Environment Capability (Qty 1) ● API Elite³
Trimble Unity Maintain	<p>Authorized Users delineated on the Order Form get access to Trimble Unity Maintain's:</p> <ul style="list-style-type: none"> ● Admin ● Respond ● Style 	<ul style="list-style-type: none"> ● Trimble Unity Maintain - Starter Included <p>Authorized Users delineated on the Order Form get access to Trimble Unity Maintain's:</p> <ol style="list-style-type: none"> 1. Storeroom Capability 2. Workload Capability 3. Equipment Checkout Capability 4. OpX Projects Capability 5. eURL Capability 6. Web Hooks Capability 7. Web Services Access⁴ 8. Analytics for Trimble Unity Maintain Capability 9. Trimble Unity Field's Maintain Functionality 	<ul style="list-style-type: none"> ● Trimble Unity Maintain - Starter Included ● Trimble Unity Maintain - Professional Included <p>Authorized Users delineated on the Order Form get access to Trimble Unity Maintain's:</p> <ul style="list-style-type: none"> ● OpX Contracts Capability ● OpX Budgets Capability ● Trimble Unity Maintain Advanced APIs⁵ ● Operational Insights Capability ● Sandbox Capability (Qty 1)⁸
Trimble Unity Permit	<p>Authorized Users delineated on the Order Form get access to Trimble Unity Permit's:</p> <ul style="list-style-type: none"> ● Admin ● Respond 	<ul style="list-style-type: none"> ● Trimble Unity Permit - Starter Included <p>Authorized Users delineated on the Order Form get access to Trimble Unity Permit's:</p>	<ul style="list-style-type: none"> ● Trimble Unity Permit - Starter Included ● Trimble Unity Permit - Professional Included <p>Authorized Users delineated on the Order</p>

	<ul style="list-style-type: none"> ● Style ● Task Manager Capability 	<ul style="list-style-type: none"> ● Public Access Capability ● Workload Capability ● OpX Projects Capability ● eURL Capability ● Web Hooks Capability ● Web Services Access⁶ ● Analytics for Trimble Unity Permit Capability ● Trimble Unity Field's Permit Functionality 	<p>Form get access to Trimble Unity Permit's:</p> <ul style="list-style-type: none"> ● Advanced APIs⁷ ● Sandbox Capability (Qty 1)⁸
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¹Trimble Unity Construct Core Modules include Home, Projects, Contacts & Setup

²Trimble Unity Construct API Professional - Access to Trimble Unity Construct's Public API's. Access is limited to 15,000 calls per day.

³Trimble Unity Construct API Elite - Access to Trimble Unity Construct's Public API's. Access is limited to an additional 15,000 calls per day on top of the 15,000 allotted in Trimble Unity Construct API Professional.

⁴Use of Trimble Unity Maintain Application Programming Interface (APIs) with commercially available Trimble Unity Maintain-centric applications that are licensed and maintained by authorized Trimble Unity Maintain partners. Please contact Trimble for a list of commercially available partner applications that qualify for use with the Trimble Unity Maintain-centric APIs available in the Professional License Package. If the partner app is not listed, then the Trimble Unity Maintain Advanced API's in the Elite License Package are required for 3rd party integrations.

⁵Use of Trimble Unity Maintain Application Programming Interface (APIs) with third party system integrations.

⁶Use of Trimble Unity Permit Application Programming Interface (APIs) with commercially available Trimble Unity Permit-centric applications that are licensed and maintained by authorized Trimble Unity Permit partners. Please contact Trimble for a list of commercially available partner applications that qualify for use with the Trimble Unity Permit-centric APIs available in the Professional License Package. If the partner app is not listed, then the Trimble Unity Permit Advanced API's in the Elite License Package are required for 3rd party integrations.

⁷Use of Trimble Unity Permit Application Programming Interface (APIs) with third party system integrations.

⁸Sandbox provided for Trimble Unity Maintain or Trimble Unity Permit shall be limited to two (2) ad hoc refreshes per quarter during initial configuration. After initial configuration is completed, the Sandbox will be refreshed once per quarter at a defined date provided by Trimble. At each refresh, the Sandbox will be replaced with a copy of Customer's Production Environment as of the last available backup. All existing configuration changes in the Sandbox will be permanently deleted during the refresh process and will be replaced by the production backup.

Trimble reserves the right to audit the Customers account to ensure the Customer has: (1) access to the correct modules and functionality in accordance with the package Customer has purchased and (2) the appropriate number of Authorized Users purchased. Trimble reserves the right to: (1) charge for any over access experienced by the Customer by moving the Customer to the appropriate package or (2) shut off any over access experienced by the Customer.

Addendum #2

Supplemental Terms for Support and Maintenance

Version 1.0 (Last Updated: April 3, 2023)

Capitalized terms not defined herein have the meanings given in the General Terms and the Software Terms.

1. Scope. Provided that Customer has paid the applicable fees, Trimble shall provide the Support described in these Support Terms during the Maintenance Term (as defined below). The "**Maintenance Term**" shall be: (a) for Support for SaaS or Licensed Software licensed for a limited term, the applicable Subscription Term, and (b) for Support for Licensed Software licensed on a perpetual basis, the term specified in the Order, or if not specified, for a period of one (1) year.

2. Support.

2.1 During the applicable Maintenance Term, Trimble shall use reasonable efforts to correct or provide a workaround for any reproducible programming error in the Software attributable to Trimble with a level of effort commensurate with the severity of the error, as reasonably determined by Trimble. Upon identification of any programming error, Customer shall promptly notify Trimble of such error and shall provide Trimble with enough information to reproduce the error, including a listing of output and any other data that Trimble may reasonably request in

order to reproduce the error and operating conditions under which the error occurred or was discovered. Trimble shall not be responsible for correcting any errors not attributable to Trimble.

2.2 For certain Software, Trimble may provide additional or different support services or procedures as set forth in the applicable Documentation, support handbook, or other written documentation provided by Trimble, if any (collectively, the “**Additional Support Documentation**”). If there is any conflict between these Support Terms and such Additional Support Documentation with respect to the description of support services, requirements or procedures, the provisions of such Additional Support Documentation will prevail. Customer agrees and acknowledges that Trimble may use third parties to provide Support on its behalf. Customer expressly consents to Trimble permitting such third parties to access Customer’s information and data to perform the Support for Customer.

3. Licensed Software Updates and Upgrades. During the applicable Maintenance Term, Customer shall be entitled to receive all upgrades and updates to the Software that are publicly released by Trimble. The contents and timing of all upgrades and updates will be decided by Trimble in its sole discretion. Any such updates and upgrades will be deemed to be “Software” and licensed under the terms and conditions of the Agreement, including any applicable software end user terms or license agreement. Updates and upgrades exclude (a) new versions of the Software (e.g., a change to the left of the decimal in the version number [e.g., 1.x to 2.x] or otherwise designated by Trimble), and (b) any separate modules and other functionality for which Trimble charges a separate fee.

4. Limitations and Exceptions. The following matters are not covered (and Trimble will not have any obligations with respect to such matters) pursuant to these Support Terms:

4.1. Any Software for which applicable fees have not been paid;

4.2. Any problem resulting from the misuse, improper use, alteration, or damage of the Software;

4.3. Any problem resulting from improper or inadequate installation, maintenance, or storage of the Software;

4.4. Any problem caused by modifications of the Software not made or authorized by Trimble;

4.5. Any problem resulting from any hardware or software in either case not developed or supported by Trimble, including, without limitation: any computers, tablets, disk drives, operating systems, network hardware or software, database, or any other hardware or third-party software;

4.6. Any problem resulting from the combination of the Software with other programming or equipment to the extent that such combination has not been approved by Trimble; and

4.7. Errors in any version of the Software other than the most recent release, provided that Trimble will continue to provide Support for superseded releases for a reasonable period (not to exceed ninety (90) days).

Support excludes on-site visits, installation and training, file conversion, optional products and services, directories, consulting services, shipping charges, or any recommended hardware.

5. Termination or Expiration. Support will automatically terminate with respect to any Software that is no longer licensed for use as a result of expiration or termination of the Agreement, or replacement of the applicable Software with new releases.

Additional Support Documentation

Version 1.1

1. Generally.

- 1.1. Trimble shall use the applicable level of effort to correct or provide a workaround for any reproducible error in the Offering attributable to Trimble commensurate with the severity of the error, as reasonably determined by Trimble in accordance with Section 3 (Severity Priority Levels) below.
- 1.2. For certain Offerings as set forth in Section 2 below, Trimble may provide a customer support portal (the “**Support Portal**”), which may allow Customer to submit support requests, report issues, view case histories, search the general knowledge database, and other features, as applicable. In the event of any conflicts between the terms set forth herein and any set forth in the applicable Supportal Portal, the terms herein shall govern.
- 1.3. For certain Offerings as set forth in Section 2 below, Trimble will provide support to Customer only by communication with the contacts designated by Customer in the Support Portal or otherwise as instructed by Trimble (each, a “**Authorized Support Contact**”). Customer may update Authorized Support Contact(s) from time to time as instructed by Trimble. Trimble may require the Authorized Support Contact(s) to have the relevant technical knowledge regarding the Offerings necessary to assist Trimble as needed.
- 1.4. Upon identification of any error that cannot be resolved by Customer as first line of support (e.g., via the Support Portal, its internal staff, etc.), then Customer (through its Authorized Support Contact(s)) shall promptly notify Trimble of such error and shall provide Trimble with enough information, assistance, and cooperation to reproduce the error, including a listing of output and any other data that Trimble may reasonably request in order to reproduce the error and operating conditions under which the error occurred or was discovered. Trimble shall not be responsible for correcting any errors not attributable to Trimble.

2. Support Portals. Support portals with information about reporting and general availability are described below.

Offering	Support Portal*	Authorized Support Contacts Only?***
Trimble Unity	https://assetlifecycle.trimble.com/en/learn/support	Yes

** Additional phone numbers and hours of availability for contacting Trimble with support requests may be listed in the Support Portal.*

*** For any Products that do not require an Authorized Support Contact, any Authorized User of Customer may contact support.*

3. Severity Priority Levels. As soon as reasonably practicable after Customer submits the relevant case information, Trimble will collect additional information and categorize the issue into one of four classifications as set forth below in good faith. Upon Customer submission of the case information, Trimble will use commercially reasonable efforts to issue a Response (as defined below) by the indicated target response goal set forth below. Once the priority level is determined, Trimble will use the level of effort for resolution described below.

Priority Level*	Priority Criteria	Target Response Goal**	Level of Effort for Resolution
P1	most urgent and impactful	½ hour	Trimble and Customer will prioritize any reasonably available resources to resolve the situation or identify a work around.
P2	urgent and impactful, but usually has an acceptable temporary workaround	½ hour	Trimble and Customer will prioritize any reasonably available resources during standard business hours to resolve the situation or identify a work around.
P3	important, but not urgent and impactful	4 hrs	Trimble and Customer will use generally available resources during standard business hours to resolve the situation or identify a work around.

P4	a low priority, informational, or an enhancement request	24 hrs	Trimble and Customer are willing to use generally available resources during standard business hours to provide information or assistance.
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* See Priority Matrix and definitions below. The main factors in determining priority level are urgency and impact. Trimble will also consider in good faith any additional relevant facts and circumstances in consultation with Customer that may result in a mutually agreed upon change in priority level.

** The use of the term "hour(s)" refers to business hours based on Trimble's regular business schedule, and excludes nights, weekends and locally-observed holidays (e.g., 24 hrs equals 3 business days at 8 hrs a day). "Response" means acknowledgment of the issue via the creation of a case number. Determination of priority level will occur as soon as practicable thereafter.

Priority matrix					
		Impact			
		Widespread	Large	Localized	Individualized
Urgency	Critical	P1	P1	P2	P2
	High	P1	P2	P2	P3
	Medium	P2	P3	P3	P3
	Low	P4	P4	P4	P4

Definitions		
Impact	Impact is a measure of the number of users, sites, or devices affected.	Widespread. More than three quarters of users or devices are affected.
		Large. (1) Multiple sites are affected or (2) between one-half and three-quarters of users or devices are affected.
		Localized. (1) A single site is affected or (2) less than one half of users or devices are affected.
		Individualized. A single or a small number of users or devices are affected.
Urgency	Urgency is a measure of the severity of the issue on the Customer's operations.	Critical. Use of Offering as a whole or core functionality is stopped with no work around and with severe immediate impact to the Customer's operations (e.g., outage).
		High. Use of Offering as a whole or core functionality is severely degraded or a work around is available, and with immediate impact to the Customer's operations.
		Medium. Use of Offering or any functionality is not working as expected, and can be addressed through education, training, work around, work order, or a future enhancement.

Definitions

Low. All other requests that are not the above.

4. Additional Limitations and Conditions.

- (a) Unless otherwise expressly provided by Trimble in writing, Trimble does not support: (i) use of the Offering in a manner other than as authorized in the Agreement; (ii) conversions of Customer's databases to accommodate new hardware or software, (iii) Customer Data debugging or manipulation, (iv) recurring support issues where Customer failed to initiate corrective actions previously recommended by Trimble or to provide information requested by Trimble, (v) implementation, report creation, onsite support, customizations (e.g., scripting or integration), or assistance with server migrations are not included as part of Support, but such services but may be purchased separately, (vi) any Offering where Customer has failed to meet its obligations with respect to the Agreement, including, without limitation, as set forth below.
- (b) Customer must (i) require its personnel to obtain adequate training to operate the Offering, (ii) if required by Trimble for the particular Offering, designate Authorized Support Contacts who will submit all support cases to Trimble, (iii) provide internet and/or network access for Trimble when requesting support; and (iv) provide all information and assistance reasonably requested by Trimble related to the support request.
- (c) For Licensed Software not hosted by Trimble, Customer is responsible for (i) securing the server environment, local network, and system security and protocols, including having staff qualified to assume responsibility for management administration and support for Customer's hardware, database, and any Third-Party Materials, Dependencies, or Compatibilities, (ii) maintaining regular and frequent data backups, and recovering such data if necessary from backups maintained by Customer, (iii) establishing a secure method of access to Customer's network as well as maintaining security protocols for Customer's network; and (iv) incorporating Releases and any associated data migration.
- (d) If any Customer support request is subject to any of the foregoing, then Trimble reserves the right to impose support fees at its then standard commercial time and materials rates for all such services, including pre-approved travel and per diem expenses to be reimbursed consistent with Customer's policies. Trimble will notify Customer in advance of incurring any such fees.

Addendum #3
Service Level Agreement; Data Security and Restoration
Version 1.0

10. *Availability Service Level Agreement*

For any Offering that is either (i) Software-as-a-Service or (ii) Licensed Software hosted by Trimble, the following will apply.

- 1.1. Target Availability. Trimble will use commercially reasonable efforts to make the Offering available with an uptime availability (time periods during which Customer has general connectivity to the Offering) (the “**Target Availability**”) as follows:

Offering / Target Availability

Trimble Construct / 99.95%

Trimble Maintain / 99.95%

Trimble Permit / 99.95%

- 1.2. Exclusions. The calculation of uptime will not include unavailability to the extent due to: (a) Customer’s use of the Offering in a manner not authorized in the Agreement or Documentation, (b) general Internet problems, force majeure events or other factors outside of Trimble’s reasonable control, including without limitation interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion, denial of service attack, (c) Customer’s equipment, software, network connections or other infrastructure, (d) any acts or omissions of Customer or any third-party that is not a service provider of Trimble, (e) failure by Customer to pay any applicable fees under the Agreement, or (f) Scheduled Maintenance or emergency maintenance.

- 1.3. Scheduled Maintenance. “**Scheduled Maintenance**” means Trimble’s scheduled, routine, or other maintenance which (1) occurs at such times as may be listed on Trimble’s websites or Support Portal, or (2) Trimble notifies Customer with at least two (2) days advance notice, which can be via the Support Portal, e-mail, or in the Offering. Trimble reserves the right to schedule other maintenance periods on an as needed basis and will notify Customer in advance. Trimble will use commercially reasonable efforts to perform Scheduled Maintenance during low usage times.

- 1.4. Service Credits. If there is a verified failure of the Offering to meet Target Availability in a particular month and Customer makes a request for service credit within thirty (30) days after the end of such month, Customer will be entitled to a credit based on the monthly fees due for the affected Offering in such month (“**Service Credit**”). The Service Credit will be calculated as follows:

*Service Credit = Pro Rata Fee * percentage of time that the Offering did not meet the Target Availability*

The “**Pro Rata Fee**” means (1) for Target Availability measured monthly, one-twelfth of the total annual fee for the Offering (excluding taxes, etc.), and (2) for Target Availability measured quarterly, one-fourth of the total annual fee for the Offering (excluding taxes, etc). The Service Credit will be calculated to the nearest 30-minute interval. The total Service Credits in a month may not exceed 20% of the Monthly Fee.

Trimble will apply each Service Credit to Customer’s next invoice, provided that Customer’s account is fully paid up, without any outstanding payment issues or disputes. Customer will not receive any refunds for any unused Service Credits.

- 1.5. Sole Remedy. Service Credits constitute liquidated damages and are not a penalty. The Service Credits set forth in this Section are Customer’s sole and exclusive remedy for any failure to meet the Target Availability.

2. Data Security and Restoration

2.1. Software-as-a-Service

- a) General. Trimble or its third-party hosting provider(s) shall use commercially reasonable efforts to establish and maintain reasonable administrative, physical, and technical safeguards designed to (a) protect the security, confidentiality, and integrity of Customer Data, (b) protect against anticipated threats or hazards to the security, confidentiality, and integrity of Customer Data; (c) protect against unauthorized access to or use of Customer Data;

and (d) protect against unlawful processing, accidental destruction, or loss of Customer Data.

- b) Data Backups. Backup of all Customer Data hosted in the cloud will be continuous, immutable, and virtual. Trimble will maintain a recovery time objective (RTO) of 4 hours and a recovery point objective (RPO) of 15 minutes.
- c) Data Restoration. Trimble will use reasonable efforts to restore lost or damaged Customer Data for Offerings deployed as Software-as-a-Service, as described in this paragraph, if the loss or damage was caused by Trimble. Trimble will consult with Customer and provide information to Customer regarding the availability of backups and the potential limitations of data restoration. Customer understands that some data loss may result upon restoration based on the frequency and availability of backups. If Customer Data loss or damage is not caused by Trimble, Trimble will provide support and technical assistance for data restoration subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.
- d) Data Location. For customers located in the United States, all Customer Data will be hosted and stored within the continental United States. For customers located in Canada, all Customer Data will be hosted and stored within Canada.
- e) Data Encryption. All Customer Data will be encrypted at rest and in transit utilizing government-certified Advanced Encryption Standard (AES) cipher algorithms with a 256-bit or better encryption key.
- f) Disaster Recovery. Trimble will maintain a written Disaster Recovery Plan (DRP) as described in its then current SOC 2 Type II audit report for the applicable Offering.

2.2. SOC Compliance. The Trimble Offering(s) referenced in the Order Form will be subject to an annual System and Organization Controls for service organizations ("SOC") 2 Type II audit based on Security, Availability, and Confidentiality Trust Services Criteria and will maintain compliance with those standards during the Term of this Agreement. The SOC 2 Type II audit will be conducted by a licensed Certified Public Accounting firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") Statement on Standards for Attestation Engagements No. 18. At Customer's request, Trimble will provide a copy of the then current SOC 2 Type II audit report annually. The audit report shall be treated as Confidential Information.

2.3. System Testing. Trimble will maintain sole responsibility for establishing, maintaining, testing, and executing all plans and procedures applicable to system backup, disaster recovery, system architecture and security (including without limitation monitoring, audits, vulnerability scans/remediation, and penetration tests), software development, maintenance release schedules, and update management.

2.4. Vulnerability Remediation. Trimble will conduct vulnerability scans of the then current version of each Trimble Offering on a monthly basis. Trimble will use best efforts to remediate identified vulnerabilities as follows:

- a) Critical (30 days)
- b) High (60 days)
- c) Medium & Low (commercially reasonable timeframe)

Note: vulnerability severity ratings referenced above must follow the NIST scoring system (<https://nvd.nist.gov/vuln-metrics/cvss>).

2.5. Security Incident Notification. Trimble will provide notification of any security incidents affecting a customer's instance, including a data breach, within 72 hours of confirmation.

2.6. Accessibility. During the term of the Agreement, the Trimble Offering(s) referenced in the Order Form may be subject to accessibility audits based on WCAG 2.0 AA standards. Trimble's compliance with any accessibility standards will be limited to its then current Accessibility Conformance Report, which will be provided upon request.

2.7. On Premises Licensed Software. If the Order Form includes any licensed software Products deployed on-premises or through hosting services not provided by Trimble, Trimble does not provide regular support or technical assistance for the repair or restoration of lost or damaged Customer Data as part of support, regardless of the cause. Assistance for restoration may be available subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.