

1. Definitions. The “**Agreement**” and any other policies or guidelines related to the Conference provided to you by Trimble. “**Trimble**” means **PeopleNet Communications Corporation** and **Trimble Transportation Enterprise Solutions, Inc.** collectively (and where appropriate, individually), and includes all authorized employees, agents, and representatives of the same acting within the scope of their employment and/or authority. “**Exhibitor**” means any person or company approved by Trimble to exhibit at and during the Conference (and if also agreeing to a Sponsorship Package level above Exhibitor, to sponsor portions of the Conference) who has also purchased a Virtual Booth (whether as part of a package or on an a la carte basis). “**Conference**” means the 2020 in.sight online user conference + expo from Monday, August 24, 2020 through Wednesday, August 26, 2020. “**Conference Platform**” means the MeetingPlay online conference and event platform operated by MeetingPlay, LLC. “**Virtual Exhibit Hall**” means the designated virtual exhibition space on the Conference Platform during the Conference, including a company description and information on Exhibitors with a Virtual Booth. “**Virtual Booth**” means a designated space within the Virtual Exhibit Hall through which an Exhibitor can upload videos or commercials, host live office hours, upload representative profiles, schedule 1-on-1 appointments with Conference attendees, provide special offers, and receive analytics regarding attendee traffic to the Virtual Booth. “**Content**” means any materials, information, audiovisual recordings, and content, including without limitation sell sheets and other promotional content, distributed, performed, displayed or made available by Exhibitor to attendees, regardless of the distribution mechanism.

2. Sponsorship. Sponsorship packages are set forth in the Info Packet (each, a “**Sponsorship Package**”). Each Exhibitor must purchase the Exhibitor-level Sponsorship Package, or a higher level package. The Premier Sponsorship Package includes a Virtual Booth in the Virtual Exhibit Hall; other Exhibitors must purchase a Virtual Booth on an a-la-carte basis. Sponsorship Packages above Exhibitor come with such other benefits as described in the Info Packet. Trimble reserves the right to change the benefits provided under a Sponsorship Package as long as the substituted benefits are of substantially similar quality and value. Certain events available at certain Sponsorship Package levels above Exhibitor may sell out.

3. Registration. All prospective Exhibitors must submit a signed Sponsor + Exhibitor Agreement in accordance with the application procedures established by Trimble. The submission of a signed Agreement is an offer to Trimble; Trimble will notify Exhibitor if its Agreement is accepted. All prospective Exhibitor personnel planning to attend the Conference must register to attend the Conference in accordance with the registration procedures established by Trimble. All Exhibitors and Exhibitor attendees must register in their company name and, if approved, all access credentials to the Conference Platform will be issued accordingly. Trimble may refuse registration to any applicant, or decline to accept the submitted Agreement of any proposed Exhibitor, in its sole discretion, and the decision of Trimble will be final. All Exhibitors and attendees agree to be bound by the terms of the Agreement, including these Terms and Conditions, and to any applicable Conference Platform terms, conditions and/or policies.

4. Virtual Booth in Virtual Exhibit Hall. Exhibitors for whom a Conference application form has been approved by Trimble, who purchase a Virtual Booth, and for whom payment in full has been received by Trimble as required hereunder will be assigned access credentials to configure and set-up their Virtual Booth in advance of the start of the Conference.



All demonstrations and sales activities during the hours when the Conference is in session must be confined to Exhibitor's Virtual Booth. Exhibitor will comply with all applicable laws, rules and regulations with respect to the collection of personal information from attendees through Virtual Booths, and the use of such information. Absent written approval by Trimble, Exhibitor shall not sublicense or share the Virtual Booth space, nor display, distribute, or otherwise promote Content relating to goods and services not manufactured, sold or licensed in the ordinary course of Exhibitor's business. Exhibitor's activities, and the conduct of its personnel, shall comply at all times with Trimble and Conference Platform policies as well as applicable laws, rules and regulations. Exhibitor personnel shall conduct themselves in a professional and non-disruptive manner at all times. Exhibitor personnel in violation of these terms or this Agreement may have their access credentials for the Virtual Booth, Virtual Exhibit Hall and/or the Conference revoked either temporarily or permanently. Trimble reserves the right to disable Exhibitor's Virtual Booth or any Content made available thereon should: (1) the Conference be cancelled or relocated, (2) the Exhibitor or its personnel violate any of the conditions of the Agreement, including these Terms and Conditions, and/or any applicable Conference Platform terms, conditions and/or policies; or (3) Trimble deems such Content unsuitable for, or not in keeping with the purpose and character of the Conference. In the event of (2) or (3) above, at its discretion Trimble may require Exhibitor to modify impacted Content to become compliant or it may remove such Content, and Trimble assumes no obligation to return Exhibitor fees.

5. Your Content. Exhibitor will only distribute Content to attendees who request such materials from Exhibitor, and all such Content shall relate directly to the goods and services offered by Exhibitor to its customers. Exhibitor represents and covenants that it shall not upload or otherwise transmit any Content (a) that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) that infringes any trademark, trade secret, copyright or other proprietary or intellectual property rights of any person; (c) that does not relate to the business of Exhibitor; or (d) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. Exhibitors are responsible for any copyright licensing fees resulting from the use of music, live or recorded, or any other proprietary item, that is the intellectual property of a third party.

6. Virtual Exhibit Hall Access. The Conference is a private online event and is not open to the public. Trimble retains sole discretion and control to admit or reject to the Conference any and all attendees including, but not limited to, Exhibitor personnel and/or registrants. Any person denied admittance shall be deemed to have waived any right and all claims for damages, reimbursement, or reinstatement, against Trimble, the Conference Platform, and their respective agents and employees.

7. Fees and Payment Terms. The fees for each Sponsorship Package and available additions are set forth in the Info Packet. Fees due from Exhibitor will depend on Sponsorship Package selected, and additional items selected by Exhibitor such as but not limited to a Virtual Booth. Payment in full is required within thirty (30) days of Trimble email confirmation of Exhibitor registration or fourteen (14) days in advance of the Conference, whichever is first.



8. External Activity. Exhibitor will not conduct audiovisual meetings or presentations for customers (or prospective customers) during any scheduled official Conference event (either during the day or evening).

9. Independent Contractors. The relationship between Trimble and Exhibitor shall be that of independent contractor and this Agreement shall not be construed as creating a partnership, employer-employee relationship, joint venture or agency between Trimble, and Exhibitor.

10. Disclaimer; Liability. Trimble its employees, its members, their service contractors, agents and building and grounds officials are not responsible for your access to and use of the Conference Platform. Exhibitor and its personnel are solely responsible for ensuring it has sufficient hardware, software and bandwidth to access and use the Commerce Platform (and Virtual Booth if applicable). Trimble will make reasonable efforts to attract the maximum number of attendees to its Conference, but does not guarantee specific volumes or levels of attendance. Virtual Booth attendance and traffic to a specific Virtual Booth is a function of the particular exhibit and is not the responsibility of Trimble. NEITHER TRIMBLE NOR THE CONFERENCE PLATFORM SHALL BE LIABLE TO EXHIBITOR OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, OR DATA, REGARDLESS OF THE LEGAL THEORY ASSERTED OR WHETHER A CLAIM IS BROUGHT IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHER THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. REGARDLESS OF THE LEGAL THEORY ASSERTED OR WHETHER A CLAIM IS BROUGHT IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHER THEORY, IN NO EVENT WILL TRIMBLE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL FEES RECEIVED BY TRIMBLE FROM EXHIBITOR.

11. Force Majeure. Trimble will not be liable to Exhibitor on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without negligence of the parties (a "Force Majeure"). Force Majeure Events may include, without limitation, acts of God or public enemy, strikes, riots, fire, floods, storms, earthquakes, fire, acts of war and restraints of government, pandemic, epidemic, endemic, outbreak, government order or regulation disaster, quarantine or travel restrictions, labor disputes, civil disorder, curtailment of transportation facilities, or any declaration of official health regulation or advisory making it illegal, impossible, hazardous, or commercially impracticable for the Trimble and/or the Conference Platform provider to provide the Conference Platform and/or to hold the Conference. In the event that the Conference is postponed due to a Force Majeure Event, then the performance of the parties under this Agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement. In the event that such occurrence results in cancellation of the Conference, the obligations of the parties under this Agreement shall terminate and Trimble may reimburse Exhibitors for any prepaid Virtual Booth rental fees, less a pro rata share of expenses actually incurred by Trimble in connection with the Conference as determined by Trimble in its sole discretion.



12. Cancellation by Exhibitor. Exhibitor agrees that Trimble will suffer actual harm that will be difficult to determine if Exhibitor cancels this Agreement other than as expressly permitted herein. Exhibitor will pay as liquidated damages to Trimble, depending upon the timing of such cancellation, the following amounts, as a reasonable estimate of harm to Trimble for the cancellation:

- a. For cancellations received by Trimble prior to 5pm CT on July 24, 2020: \$500 service fee**
- b. For cancellations received by Trimble on or after 5pm CT on July 24, 2020: 100% of prepaid amounts**
- c. In the event of any cancellation by Exhibitor, Trimble shall have the discretion to re-license the Virtual Booth space to another Exhibitor with any amounts retained by Trimble hereunder as liquidated damages..

13. Indemnification. Exhibitor will indemnify, defend and hold harmless Trimble, the Commerce Platform, and their respective officers, directors, employees, agents and assigns from and against and in respect of any and all claims, demands, losses, and liabilities, whether known or unknown, including interest, litigation expenses and reasonable attorney's fees that such parties incur, sustain, or suffer, which result from, relate to, or arise out of (a) Exhibitor's breach of its obligations under this Agreement, or (b) third-party claims of intellectual property infringement with respect to Your Content.

14. Confidentiality and Nondisclosure. The Exhibitor acknowledges and agrees that any and all information provided by Trimble at, or in relation to, the Conference is confidential and considered protected Trimble intellectual property ("**Confidential Information**"). Exhibitor agrees that it shall not re-disclose Confidential Information to third parties. Excluded from such Confidential Information shall be information: (1) in the public domain (outside of the Conference) at the time it is received or after, provided it was not made public by Exhibitor; (2) known to the Exhibitor on a non-confidential basis immediately prior to the time of disclosure, (3) disclosed with the prior written approval of Trimble, or; (4) that was independently developed by Exhibitor without the use of or any reference to Confidential Information. Exhibitor acknowledges that remedies at law may be inadequate to protect Trimble against any actual or threatened breach of this Agreement by Exhibitor and, without prejudice to any other rights and remedies otherwise available to Trimble, Exhibitor agrees to the granting of injunctive or other equitable relief in Trimble's favor, without proof of actual damages or the requirement of posting a bond or other security.

15. Governing Law and Venue; Waiver of Jury Trial. This Agreement will be governed exclusively by, and construed and enforced exclusively in accordance with, the laws of the State of Minnesota, United States of America without regard to or application of its conflicts-of-laws provisions. Any legal proceeding arising out or relating to this Agreement will be subject to the sole and exclusive jurisdiction of the United States District Court for the District of Minnesota or any state court sitting in Hennepin County, Minnesota, to the exclusion of all other courts and venues, and each Party irrevocably consents to the sole and exclusive jurisdiction and venue of the United States District Court for the District of Minnesota or any state court sitting in Hennepin County, Minnesota and waives any right to object thereto. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.



16. Miscellaneous. This Agreement sets forth the entire understanding between Trimble and Exhibitor in connection with this Agreement, and supersedes all prior or contemporaneous proposals, communications, agreements, negotiations, and representations, whether written or oral, regarding the subject matter thereof. No amendment to this Agreement will be valid unless made in writing and physically signed by Trimble and Exhibitor. Exhibitor may not assign or otherwise transfer this Agreement, or assign or delegate any of its rights herein, without Trimble's express prior written consent. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their successors and permitted assigns. Any assignment, transfer, or attempted assignment or transfer by Exhibitor in violation of the terms of this Agreement shall be void and of no force or effect and shall constitute a material breach of this Agreement. No waiver of any provision or breach of this Agreement (a) will be effective unless made in writing, or (b) will operate as or be construed to be a continuing waiver of such provision or breach. Regardless of which party may have drafted this Agreement, no rule of strict construction shall be applied against either party. In the event any portion of this Agreement is held to be invalid or unenforceable, such portion will be construed as nearly as possible to reflect the original intent of the parties, or if such construction cannot be made, such provision or portion thereof will be severable from this Agreement, provided that the same will not affect in any respect whatsoever the remainder of this Agreement. Any notification of any event required pursuant to this Agreement will be in writing, will reference this Agreement, and will be personally delivered or sent by nationally or internationally recognized express courier to the other party (if to Exhibitor, to the address listed on the Sponsor + Exhibitor Agreement, and if to Trimble, to its corporate offices at 4400 Baker Road, Minnetonka, MN 55343, ATTN: Legal). Notice will be deemed effective upon delivery or refused delivery attempt (as evidenced by the delivery receipt). The Parties have specifically requested that this agreement be drafted in English. Les Parties ont spécifiquement demandé à ce que cette entente soit rédigée en anglais. If there is a conflict between versions of this Agreement in any other language, the English language version controls. A fax signature or signature delivered as an imaged attachment to an e-mail message will be deemed equivalent to an original ink signature.

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