



Esri
 380 New York Street
 Redlands, California 92373-8100
 Phone: 909-793-2853, ext. 1-4441
 Fax: 909-307-3046



GeoCollector™ for ArcPad®

GeoCollector for ArcPad is an end-to-end field data collection solution that merges Esri® mobile geographic information system (GIS) technology with Trimble® professional-grade global positioning system (GPS) hardware. With GeoCollector for ArcPad, you can increase the accuracy of your data collection, ultimately increasing the quality and value of your enterprise GIS.

Four essential components are needed to fully take advantage of mobile GIS: a rugged handheld computer, GIS software for field mapping applications, a GPS receiver with professional-grade accuracy, and complete hardware and software technical support from the provider of the mobile GIS solution.* GeoCollector for ArcPad provides all of these to form a complete mobile GIS solution tailored to those who need the added accuracy of a professional-grade GPS.

The GeoCollector for ArcPad solution, exclusively from Esri, is designed to ensure that your organization can take full advantage of all the benefits of a mobile GIS workflow.

Part No.

Unit Price

Item 125447—GeoCollector XH with Floodlight for ArcPad	\$8,700
Item 125448—GeoCollector XT with Floodlight for ArcPad	\$7,700
Item 125449—GeoCollector XT for ArcPad	\$6,300
Item 115201—GPS Analyst extension for ArcGIS® Desktop	\$1,995

**Esri technical support of your GeoCollector will be provided for one year from delivery and includes ArcPad upgrades if released. Technical support includes support for the entire GeoCollector solution including hardware and software. GeoCollector comes with a standard warranty on the hardware and associated firmware against defective parts and labor for 12 months. GPSCorrect™ and GPS Analyst come standard with a 12-month software warranty that entitles you to receive any new software releases that occur within 12 months of your purchase.*

GeoCollector Rugged Handheld—The Industry Standard

GeoCollector for ArcPad comes with a choice of 10-centimeter capability (GeoCollector XH) or 50 centimeter capability (GeoCollector XT) after postprocessing with Trimble's GPS Analyst extension for ArcGIS Desktop or in real time. For more details on accuracy capabilities, please see page 8.

Two of the GeoCollector for ArcPad solutions include Floodlight™ satellite shadow reduction technology. Floodlight technology enhances GNSS performance to deliver more positions and better accuracies in difficult conditions. All GeoCollector handhelds feature an OMAP 3503 series processor running Windows Mobile® 6.5 (Professional edition) operating system, sunlight readable 4.2-inch Transflective LED-backlit LCD (480 x 640), 3.5 G modem, 5-megapixel autofocus camera, high-capacity field-swappable battery, 2 GB internal storage, Bluetooth® wireless technology, 802.11 b/g Wi-Fi, and an external SD/SDHC card slot.

GeoCollector Field Software—GPS Field Data Collection

Each GeoCollector for ArcPad system includes an Esri ArcPad license and Trimble GPSCorrect extension for ArcPad license for download. ArcPad delivers hassle-free field collection and seamless data integration with ArcGIS® products by using the same data formats, symbology, and project structure in the field and in the office. The Trimble GPSCorrect extension for ArcPad collects and manages GPS data to enable improved GIS data accuracy through differential correction with Trimble GPS Analyst™ extension for Esri ArcGIS Desktop software.



Esri
380 New York Street
Redlands, California 92373-8100
Phone: 909-793-2853, extension 1-4441
Fax: 909-307-3046

GeoCollector Desktop Software—GPS Data Processing Hub—Trimble GPS Analyst Extension for ArcGIS Desktop

Although data can be used directly from the field, Trimble's GPS Analyst extension for ArcGIS Desktop completes the end-to-end GeoCollector workflow. GPS Analyst enables automated download and postprocessing of your GeoCollector data directly in the ArcGIS Desktop environment, and by differentially correcting downloaded data, GPS Analyst ensures the accuracy of your GIS. GPS Analyst is a key component of the GeoCollector system and must be purchased for each ArcGIS workstation or notebook through which GeoCollector data is to be downloaded and processed.

GPS Analyst manages the postprocessed differential correction of your GPS data, providing simple, easy-to-use tools to analyze and validate the accuracy of your GPS data. GPS Analyst supports one or many devices, meaning that your organization can centrally manage all GPS data processing needs.

What are the main features and benefits of the GeoCollector for ArcPad series?

Feature	Benefits
Integrated 220-channel professional-grade GNSS receiver and antenna	Capable of using satellites from both the GPS and GLONASS constellations with Floodlight versions. Supports common real-time differential correction sources, including SBAS, Beacon, reference station, and VRS™ network corrections, so accuracy can be verified in the field.
For Floodlight versions—Floodlight satellite shadow reduction technology	Uses a combination of technologies to deliver better accuracy and more reliable positioning in difficult conditions such as urban canyons. Ideal for customers who require high accuracy but work in conditions with obstructed sky views.
Integrated 3.5 G cellular modem	Eliminates the need to bring a separate phone to the field to connect to the Internet. No extra battery to charge. Completely rugged and integrated. Allows easy access to VRS network corrections, websites, e-mail, and most Internet-based services.
Integrated 5-megapixel autofocus camera	Eliminates the need to bring a separate camera to the field to capture photographic data. Streamlines the workflow of associating images with GIS data. Completely integrated with field software applications. Allows proof of completion and regulatory requirements to be fulfilled.
4.2-inch sunlight readable display	Increases ease of use by providing 45 percent more screen area than standard 3.5-inch displays. Sunlight readability reduces user eye strain and fatigue, reduces data entry errors, and increases the speed at which the user can work.
Long-life field swappable battery	Allows all-day operation without the need to worry about running out of power. Field swap function allows batteries to be changed without shutting down, closing files, or losing application state.
Rugged design	Designed for use in the rugged and sometimes wild terrains that are typical for fieldwork. Able to withstand rain, blizzards, dirt, dust, sand, extreme temperatures, abrasion, mist, high humidity, vibrations, and drops of up to 1.5 m.



Esri
380 New York Street
Redlands, California 92373-8100
Phone: 909-793-2853, extension 1-4441
Fax: 909-307-3046

Software Deliverables

ArcPad is delivered via electronic download from Esri. Users will receive an e-mail communication with a token that directs them to their Esri Global Account. Customers who do not have an Esri Global Account must create one before they can use the token to receive access to downloading software from the Customer Care portal. Existing customers who already have access to the Customer Care portal will be able to download ArcPad. Official media is available on DVD for an additional fee.

StreetMap™ Premium Tele Atlas North America is included with the ArcPad license. Customer must request an additional registration number(s) for StreetMap Premium to use StreetMap data.

Trimble's GPSCorrect extension for ArcPad is delivered via download directly from Trimble. Instructions on how to download the software are included in an e-mail from Trimble.

Trimble's GPS Analyst extension for ArcGIS Desktop, if purchased, is delivered via download directly from Trimble. Instructions on how to download the software are included in an e-mail from Trimble.

Available Training

Item 125695—On-Site ArcPad with Trimble GPS Handheld Training

Unit Price: \$7,200

On-site two-day training on ArcPad with Trimble GPS handheld(s) for up to 12 students by Electronic Data Solutions. This course will focus on being productive with ArcPad in the field and how to collect and process high-quality GPS data with ArcPad, the Trimble GPSCorrect extension for ArcPad, and the GPS Analyst extension for ArcGIS. You will learn best practices for geodatabase design and map authoring as they relate to mobile GIS projects, and you will get hands-on experience walking through the typical steps of an ArcPad data collection project. Pricing includes student manuals for up to 12 students. Customer must provide one Trimble GPS Handheld and one machine supporting ArcGIS Desktop per 2 students at a minimum. Additional hardware can be provided upon request (rental fees apply). Pricing includes training as specified, airfare, car, hotel, per diem, and shipping of material. Pricing is also based on a minimum three-week lead time for scheduling.

Professional-Grade Laser Range Finder Options

Laser Technology, Inc., manufactures laser-based measurement products and solutions. Its handheld products measure distance, azimuth, and height to any remote object, making them excellent tools for increasing the efficiency of field data collection. LaserGIS for ArcPad extension offers exciting options for easy maintenance of a GIS. Visit esri.com/partners/hardware/trupulse.pdf for more information and pricing.



Esri
380 New York Street
Redlands, California 92373-8100
Phone: 909-793-2853, extension 1-4441
Fax: 909-307-3046

GeoCollector Support and Maintenance Options

Item 103988—Additional 1 Year Support of GeoCollector

Unit Price: \$700

Additional 1 year of Esri technical support of your GeoCollector. Additional 1 year of support on the GeoCollector hardware and associated firmware against defective parts. Additional 1 year of new software releases of GPScorrect for ArcPad.

Item 102227—GPS Analyst Maintenance Extension

Unit Price: \$295

GPS Analyst comes standard with a 12-month software warranty that entitles you to receive all new GPS Analyst software releases that occur within 12 months of your purchase.

Eligibility can be extended for additional 12-month periods by purchasing this GPS Analyst Software Maintenance Extension.

GeoCollector Options

Item 125414—GeoCollector XH or XT Battery Pack

Unit Price: \$195

The GeoCollector XH or XT handheld ships with a rechargeable battery pack, which can also be purchased separately as a spare or replacement battery. With an additional, fully charged GeoCollector battery pack on hand, you can swap battery packs in the field in a matter of seconds to continue working. The battery pack integrates a 2500 mAH Li-Ion battery with smart charging circuitry and convenient capacity-remaining LED indicators. This accessory is not compatible with previous GeoCollector series handhelds.

Item 126238—GeoCollector XH or XT Vehicle Power Supply

Unit Price: \$50

This Vehicle Power Adapter Cable is for use with GeoCollector XH or XT. Use this cable to provide power to these products when working in a vehicle or to charge the handheld off vehicle power. The adapter is suitable for use with standard 12-volt vehicle power sockets.

Item 125416—GeoCollector XH or XT Stylus Kit

Unit Price: \$21

The stylus fits neatly into the stylus holder on the back of the GeoCollector XH or XT handheld and has an attachment point for the tether cord. The GeoCollector XH or XT handhelds are provided with two styluses and one tether as standard. This accessory is not compatible with previous GeoCollector series handhelds.



Esri
380 New York Street
Redlands, California 92373-8100
Phone: 909-793-2853, extension 1-4441
Fax: 909-307-3046

Item 114828—Antiglare Screen Protectors 2-Pack

Unit Price: \$20

Use these high-quality antiglare screen protectors to reduce reflection from the screen when working in bright sunlight and various outdoor lighting conditions and to prevent your GeoCollector screen from becoming scratched or marked.

Item 125417—Upgrade to NMEA output for GeoCollector XH Handheld

Unit Price: \$495

Installing the NMEA output option for the GeoCollector XH handheld enables the output of decimeter accuracy NMEA-0183 data from the integrated GNSS receiver. Once purchased, the NMEA output option can be activated using the Option Activation wizard installed on the handheld.

Item 125418—Upgrade to NMEA output for GeoCollector XT Handheld

Unit Price: \$295

Installing the NMEA output option for the GeoCollector XT handheld enables the output of submeter accuracy NMEA-0183 data from the integrated GNSS receiver. Once purchased, the NMEA output option can be activated using the Option Activation wizard installed on the handheld.

Item 125420—GeoCollector XH or XT Vehicle Mount Bracket

Unit Price: \$135

Use this bracket to attach your GeoCollector XH or XT handheld to a vehicle dashboard or windshield. Ideal for use with an optional external antenna, including the Tornado and Tempest antennas, to give you a convenient in-vehicle solution. This accessory is not compatible with previous GeoCollector series handhelds.

Item 94579—Hard Carry Case

Unit Price: \$295

Use the hard carry case to transport your GeoCollector system between jobs. It is made of sturdy polyethylene and is fully foam lined and waterproof, so you can be confident that your equipment is safe. It is designed to hold every component of the GeoCollector system and even has additional space for an external antenna.

Item 94585—Backpack Kit

Unit Price: \$290

The backpack kit provides a high-quality solution for using a GeoCollector system with an external antenna. The kit comes with a backpack and 12-inch backpack pole. The kit can be used with either the Tempest or Tornado antenna, which mounts directly on the 12-inch backpack pole.



Esri
380 New York Street
Redlands, California 92373-8100
Phone: 909-793-2853, extension 1-4441
Fax: 909-307-3046

Item 100896—GeoCollector Tempest Antenna Kit and Range Pole Kit

Unit Price: \$1,325

The pole-mounted Tempest antenna is a high-quality external GPS antenna for precise positioning and assurance of measuring conditions. Pole mounting of the Tempest antenna ensures precise positioning over your point of interest, optimized satellite visibility, and minimized signal interference while measuring.

The kit contains a high-quality Tempest antenna with 1.5 m cable, a 2 m carbon fiber range pole with bipod, and a range pole bracket to provide an all-on-the-pole solution for high-accuracy mapping.

While compatible with all versions of the GeoCollector series, the Tempest antenna and range pole are most suited for use with GeoCollector XT.

Item 100897—High-Accuracy Tornado Antenna and Range Pole Kit for GeoCollector XH Only

Unit Price: \$2,825

Out of the box, the GeoCollector XH is capable of delivering 30 cm accuracy. This kit supplies you with all the hardware you need to achieve 10 cm real-time or postprocessed accuracy with your GeoCollector XH. The kit contains a high-quality dual frequency Tornado antenna with 1.5 m cable, a 2 m carbon fiber range pole with bipod, and a range pole bracket to provide an all-on-the-pole solution for high-accuracy mapping. This kit is not recommended for use with the GeoCollector XT system.

Item 125450—USB to Serial Converter Cable (Mini-A to DE9-M)

Unit Price: \$45

This USB to serial converter cable provides an external serial port for GeoCollector handhelds. The 9-pin DE-9 serial port can be used to input real-time corrections, connect a laser range finder or other external device to the handheld, or used to output NMEA-0183 data to another device. This accessory is not compatible with previous GeoCollector series handhelds.

Item 94581—USB Data Cable

Unit Price: \$15

The USB data cable is a replacement part for the cable that connects the GeoCollector support module to a PC.



Esri
380 New York Street
Redlands, California 92373-8100
Phone: 909-793-2853, extension 1-4441
Fax: 909-307-3046

GeoCollector Specifications

A product data sheet regarding the handheld component of the GeoCollector XH can be found at http://trl.trimble.com/docushare/dsweb/Get/Document-527439/022501-254_GeoXH6000_DS_0211_MGIS_lr.pdf.

A product data sheet regarding the handheld component of the GeoCollector XT can be found at http://trl.trimble.com/docushare/dsweb/Get/Document-527440/022501-255_GeoXT6000_DS_0211_MGIS_lr.pdf.

More Information about Floodlight Satellite Shadow Reduction

Trees and buildings create satellite shadows, limiting the environments where reliable, high-accuracy GNSS data collection can be performed. Using the innovative Trimble Floodlight satellite shadow reduction technology, the GeoCollector with Floodlight system continues to deliver productive, usable positioning data in areas where legacy GNSS receiver systems can't.

Floodlight is a combination of technology including GPS and GLONASS satellite measurements, advanced tracking, and altitude-constrained positioning, which provide more positions and better accuracy in conditions with restricted sky views. Floodlight technology supports real-time and postprocessed workflows.

With Floodlight technology, the GeoCollector with Floodlight receiver can compute positions even with very weak satellite signals. Floodlight technology increases the number of positions that are gathered in difficult locations and boosts accuracy in those places where normally only low-accuracy data is available. With the GeoCollector with Floodlight handheld, field crews can now work with fewer disruptions, meaning better data is obtained faster and at lower cost.

More information can be found at http://trl.trimble.com/docushare/dsweb/Get/Document-528912/022501-264_Floodlight%20Technology%20Brief_DS_0211_MGIS_LR.pdf



Esri
 380 New York Street
 Redlands, California 92373-8100
 Phone: 909-793-2853, extension 1-4441
 Fax: 909-307-3046

GNSS Receiver Specifications

Receiver	Trimble Maxwell™ 6 GNSS chipset
Antenna	GeoXT model: L1 GeoXH models: L1/L2
Channels	220 channels
Systems	GPS, GLONASS*, SBAS
GPS	L1C/A, L2C, L2E
GLONASS*	L1C/A, L1P, L2C/A, L2P
SBAS	WAAS/MSAS/EGNOS
Update rate	1 Hz
Time to first fix	45 s (typical)
NMEA-0183 output	Optional
RTCM support	RTCM2.x/RTCM3.x
CMR support	CMR/CMRx/CMR+

* GLONASS tracking is available only on GeoCollector with Floodlight handhelds.

GNSS Accuracy Specifications

Real Time	
H-Star (GeoXH only)	10 cm + 1 ppm
DGNSS Code	75 cm + 1 ppm
SBAS (WAAS/EGNOS/MSAS)	Submeter
Postprocessed	
H-Star (GeoXH only)	10 cm + 1 ppm
GeoXT postprocessed Carrier *	After 20 minutes: 10 cm + 2 ppm After 10 minutes: 20 cm + 2 ppm
GeoXT/GeoXH postprocessed Carrier*	After 45 minutes: 1 cm + 2 ppm
Code/SBAS (WAAS/EGNOS/MSAS)	50 cm + 1 ppm

* Postprocessed carrier accuracy requires continuous tracking of carrier signals or the periods given and is limited to baselines less than 10 km.

Achievable accuracies are based on HRMS accuracy. HRMS refers to Horizontal Root Mean Squared accuracy, 1-sigma (68%), normally achievable except in conditions where most GNSS signals are affected by trees, buildings, or other objects. The following factors increase the availability of specified H-Star accuracy: availability of GPS and GLONASS data at the base station(s) used for corrections, longer elapsed time tracking uninterrupted L1/L2 carrier phase data, use of the optional external Tornado antenna, tracking of more satellites with L2 measurements, shorter distance to the base station(s), and use of more than one base station for postprocessing. Specified H-Star accuracy can normally be achieved for baseline lengths of 100 km or less. H-Star accuracy is typically achieved within 2 minutes. 45-minute carrier postprocessed accuracy is limited to data collected within 10 km of the base station. Except when using VRS corrections, accuracy varies with proximity to base station by +1 ppm for code postprocessing and real time. Carrier postprocessed accuracy varies with proximity to base station by +2 ppm.

Please see **GeoExplorer 6000 Series: Customer FAQs** for more details,

http://trl.trimble.com/docushare/dsweb/Get/Document-528897/GeoExplorer6000Series_CustomerFAQs_0411.pdf



Esri
380 New York Street
Redlands, California 92373-8100
Phone: 909-793-2853, extension 1-4441
Fax: 909-307-3046

ESRI QUOTATION TERMS AND CONDITIONS

These prices and terms are valid only for items purchased and delivered within the United States excluding Guam, Puerto Rico, and the Virgin Islands.

This quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Esri.

ORDER PROCESS

The order process is initiated when Esri receives an original purchase order or some form of advance payment. Several additional documents (e.g., credit application, if not using credit card, and tax exemption certificate) are required to complete the order.

IMPORTANT! Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software on the correct media. Please return them promptly to avoid unnecessary delays in shipping. Please return all documents by mail or express courier or as otherwise directed.

Please show the following remittance address on your purchase order:

Esri, File #54630, Los Angeles, CA 90074-4630

DELIVERY

FOB ORIGIN

Software: Allow 30 days from Esri's receipt of purchase order, signed software license agreement(s), and other documents, as required. Esri software license agreements may be accessed at esri.com/legal.

Hardware: Manufacturer's terms apply. Lead times depend on make/models purchased.

Standard delivery method is ground or two-day air for software and surface carrier for hardware. Actual delivery method may vary depending on weight. Other service is available for an additional fee (e.g., overnight delivery).

PAYMENT TERMS

Net 30 days, on approved credit.

WARRANTY

Warranty and service are provided by manufacturer(s).

TAXES

Prices quoted do not include applicable sales or use taxes unless so stated. Esri reserves the right to collect sales tax assessed by states as required by law. Esri will add state sales tax to the invoice unless Esri receives proof with the order that your organization is tax exempt or pays state tax directly.

Esri collects and pays sales tax in Alabama, Arizona, California, Colorado, Connecticut, Florida, Georgia, Hawaii, Illinois, Indiana, Kansas, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington, and Wisconsin. In preparing your budget, please allow for applicable sales tax. Esri reserves the right to collect sales tax assessed by additional states as required by law.



Esri
380 New York Street
Redlands, California 92373-8100
909-793-2853

GeoCollector™ for ArcPad® Series Domestic Order Form

ORDERED BY	
Organization	
Date of Order	P.O. No.
Phone	Fax
Contact	Esri Customer No.

5/10/11

BILL TO	
Organization	
Department	P.O. No.
Address	
Attention	
Phone	Fax
E-mail	

SHIP TO	
Organization	
Department	
Address	
Attention	
Phone	Fax
E-mail	

Qty.	Description	Unit Package Price	Total
	Item 125447—GeoCollector XH with Floodlight for ArcPad	\$8,700	
	Item 125448—GeoCollector XT with Floodlight for ArcPad	\$7,700	
	Item 125449—GeoCollector XT for ArcPad	\$6,300	
	Item 115201—GPS Analyst extension for ArcGIS® Desktop	\$1,995	
	Item 125695—On-Site ArcPad with Trimble GPS Handheld Training	\$7,200	
	Item 103988—Additional 1 Year Support of GeoCollector (Quantities purchased must match quantities of GeoCollector purchased.)	\$700	
	Item 102227—GPS Analyst Maintenance Extension	\$295	
Optional Items Total			
Subtotal			
Shipping			Included
Sales Tax*			
Total Due Esri			

Optional Items (enter items and prices below)	Unit Price	Net Price

THANK YOU FOR YOUR ORDER!

FAX YOUR ORDER TO 800-330-7053 ATTN.: Customer Service/Kelly Campos Esri 380 New York Street • Redlands, CA 92373-8100

Please attach sheet of additional options and pricing, if necessary.

* Please add appropriate sales tax in the states of AL, AZ, CA, CO, CT, FL, GA, HI, IL, IN, KS, MA, MD, MI, MN, MO, NC, ND, NE, NJ, NM, NV, NY, OH, OK, PA, SC, TN, TX, UT, VA, VT, WA, and WI. Esri reserves the right to correct sales tax rates and/or collect the sales tax assessed by additional states as required by law, without notice. Items may be shipped separately.

NOTES

- A. If submitting a purchase order, a credit application will need to be completed if one is not already on file with Esri.
- B. Delivery is based on manufacturer availability.
- C. All sales are final. Opened boxes cannot be returned for credit.

PAYMENT OPTIONS

- (a) Enclose a check payable to Esri with this form.
- (b) Complete credit card authorization information below.
- (c) Enclose a completed purchase order with this form.
We will not ship without payment or purchase order enclosed.
Acceptance of purchase order is based on credit approval.

CREDIT CARD AUTHORIZATION

Card Number	Check One				Expiration Date
	AMEX	Disc.	MC	Visa	
Cardholder Signature	Approval Code (Esri use only)				
Cardholder Printed Name					



IN-HOUSE USE
ORIGINATED BY _____ DEPT. _____ PHONE _____ CLIENT'S REQUEST \$ _____

**ESRI
CREDIT APPLICATION
COMPANY INFORMATION**

COMPANY NAME: _____ TELEPHONE: _____
DBA: _____ FAX: _____
ADDRESS: _____ CONTACT: _____

TAX EXEMPT: YES/NO. IF YES, PLEASE ATTACH
COPY OF EXEMPTION CERTIFICATES FOR ALL STATES.
LENGTH OF TIME IN BUSINESS: _____ FEDERAL ID NO.: _____
NUMBER OF EMPLOYEES: _____

CORPORATION _____ PROPRIETORSHIP _____ PARTNERSHIP
IF A CORPORATION, IN WHAT STATE INCORPORATED: _____
DATE OF INCORPORATION: _____
PRESIDENT: _____ VICE PRESIDENT: _____
PARTNER'S NAME(S): _____
PERSONS WITH CORPORATE SIGNATORY AUTHORITY: _____

COMPANY CLASSIFICATION: _____ FORTUNE 500 _____ UNIVERSITY, COLLEGE, OR PUBLIC SCHOOLS

LOCAL, STATE, OR FEDERAL GOVERNMENT _____ NONE OF THE ABOVE
BRIEFLY DESCRIBE YOUR COMPANY'S FUNCTION: _____

**BANK REFERENCE
(Please list all banks and banking account numbers; attach additional pages if necessary.)**

BANK NAME: _____ TELEPHONE: _____
ADDRESS: _____ CONTACT: _____

CHECKING ACCOUNT NO.: _____
OTHER ACCOUNT NO.: _____
LOAN NO.: _____

**VENDOR REFERENCE
(PROVIDE 5)**

NAME: _____ NAME: _____
ADDRESS: _____ ADDRESS: _____

TELEPHONE: _____ TELEPHONE: _____
NAME: _____ NAME: _____
ADDRESS: _____ ADDRESS: _____

TELEPHONE: _____ TELEPHONE: _____
NAME: _____
ADDRESS: _____

TELEPHONE: _____

**ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI), PAYMENT POLICY:
NET 30 DAYS, 1.5 PERCENT LATE FEE PER MONTH AFTER 30 DAYS.**

BY SIGNING BELOW, COMPANY CERTIFIES AND ATTESTS FINANCIAL RESPONSIBILITY FOR ANY AND ALL CORRECT ESRI INVOICES TO COMPANY AND ITS ABILITY TO PAY SUCH INVOICES IN ACCORDANCE WITH ESRI'S PAYMENT POLICY. COMPANY FURTHER AGREES TO PAY REASONABLE ATTORNEY'S FEES, PLUS INTEREST, IN THE EVENT OF DEFAULT IN PAYMENTS IN COMPLIANCE WITH ESRI POLICY. THE INFORMATION CONTAINED HEREIN IS ONLY FOR THE PURPOSE OF OBTAINING CREDIT AND AUTHORIZES ESRI TO OBTAIN INFORMATION CONCERNING COMPANY'S CREDIT STANDING.

PLEASE FAX TO ESRI CREDIT ANALYST AT 909-307-3031 AND MAIL ORIGINAL.

BY: _____ DATE: _____



Limited Warranty Terms and Conditions

Product Limited Warranty

Subject to the terms and conditions set forth herein, Trimble Navigation Limited ("Trimble") warrants that for a period of (1) year from date of purchase this Trimble product (the "Product") will substantially conform to Trimble's publicly available specifications for the Product and that the hardware and any storage media components of the Product will be substantially free from defects in materials and workmanship.

Product Software

Product software, whether built into hardware circuitry as firmware, provided as a standalone computer software product, embedded in flash memory, or stored on magnetic or other media, is licensed solely for use with or as an integral part of the Product and is not sold. The terms of the end user license agreement, as included below, govern the use of the Product Software, including any differing limited warranty terms, exclusions and limitations, which shall control over the terms and conditions set forth in the limited Product warranty.

Warranty Remedies

If the Trimble Product fails during the warranty period for reasons covered by this limited warranty and you notify Trimble of such failure during the warranty period, Trimble will repair OR replace the nonconforming Product with new, equivalent to new, or reconditioned parts or Product, OR refund the Product purchase price paid by you, at Trimble's option, upon your return of the Product in accordance with Trimble's product return procedures then in effect.

Warranty Exclusions and Disclaimer

This Product limited warranty shall only apply in the event and to the extent that (i) the Product is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with

Trimble's applicable operator's manual and specifications, and; (ii) the Product is not modified or misused. This Product limited warranty shall not apply to, and Trimble shall not be responsible for, defects or performance problems resulting from (i) the combination or utilization of the Product with hardware or software products, information, data, systems, interfaces, or devices not made, supplied, or specified by Trimble; (ii) the operation of the Product under any specification other than, or in addition to, Trimble's standard specifications for its products; (iii) the unauthorized installation, modification, or use of the Product; (iv) damage caused by: accident, lightning or other electrical discharge, fresh or salt water immersion or spray (outside of Product specifications); or exposure to environmental conditions for which the Product is not intended; (v) normal wear and tear on consumable parts (e.g., batteries); or (vi) cosmetic damage. Trimble does not warrant or guarantee the results obtained through the use of the Product or Software, or that software components will operate error free.

NOTICE REGARDING PRODUCTS EQUIPPED WITH TECHNOLOGY CAPABLE OF TRACKING SATELLITE SIGNALS FROM SATELLITE BASED AUGMENTATION SYSTEMS (SBAS) (WAAS/EGNOS, AND MSAS), OMNISTAR, GPS, MODERNIZED GPS OR GLONASS SATELLITES, OR FROM IALA BEACON SOURCES: TRIMBLE IS NOT RESPONSIBLE FOR THE OPERATION OR FAILURE OF OPERATION OF ANY SATELLITE-BASED POSITIONING SYSTEM OR THE AVAILABILITY OF ANY SATELLITE-BASED POSITIONING SIGNALS.

THE FOREGOING LIMITED WARRANTY TERMS STATE TRIMBLE'S ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDIES, RELATING TO THE TRIMBLE PRODUCT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE PRODUCT, AND ACCOMPANYING DOCUMENTATION AND MATERIALS ARE PROVIDED "AS-IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND, BY EITHER TRIMBLE OR ANYONE WHO HAS BEEN INVOLVED IN ITS CREATION, PRODUCTION, INSTALLATION, OR DISTRIBUTION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF TRIMBLE ARISING OUT OF, OR IN CONNECTION WITH, ANY PRODUCT. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OR THE EXCLUSION OF AN IMPLIED WARRANTY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Limitation of Liability

TRIMBLE'S ENTIRE LIABILITY UNDER ANY PROVISION HEREIN SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TRIMBLE OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE WHATSOEVER UNDER ANY CIRCUMSTANCE OR LEGAL THEORY RELATING IN ANYWAY TO THE PRODUCTS, SOFTWARE AND ACCOMPANYING DOCUMENTATION AND MATERIALS, (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER PECUNIARY LOSS), REGARDLESS OF WHETHER TRIMBLE HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS AND REGARDLESS OF THE COURSE OF DEALING WHICH DEVELOPS OR HAS DEVELOPED BETWEEN YOU AND TRIMBLE. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.



PLEASE NOTE: THE ABOVE TRIMBLE LIMITED WARRANTY PROVISIONS WILL NOT APPLY TO PRODUCTS PURCHASED IN THOSE JURISDICTIONS (E.G., MEMBER STATES OF THE EUROPEAN ECONOMIC AREA) IN WHICH PRODUCT WARRANTIES ARE THE RESPONSIBILITY OF THE LOCAL DEALER FROM WHOM THE PRODUCTS ARE ACQUIRED. IN SUCH A CASE, PLEASE CONTACT YOUR TRIMBLE DEALER FOR APPLICABLE WARRANTY INFORMATION.

Official Language

THE OFFICIAL LANGUAGE OF THESE TERMS AND CONDITIONS IS ENGLISH. IN THE EVENT OF A CONFLICT BETWEEN ENGLISH AND OTHER LANGUAGE VERSIONS, THE ENGLISH LANGUAGE SHALL CONTROL.

End User License Agreement for Product Software

IMPORTANT, READ CAREFULLY. THIS END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU AND Trimble Navigation Limited ("Trimble") and applies to the computer software provided with the Trimble product purchased by you (whether built into hardware circuitry as firmware, embedded in flash memory or a PCMCIA card, or stored on magnetic or other media), or provided as a stand-alone computer software product, and includes any accompanying written materials such as a user's guide or product manual, as well as any "online" or electronic documentation ("Software" or "Product Software"). This EULA will also apply to any Software error corrections, updates and upgrades subsequently furnished by Trimble, unless such are accompanied by different license terms and conditions, which will govern their use. You have acquired a Trimble Product ("Device") that includes Software, some of which was licensed by Trimble from Microsoft Corporation or its affiliates (collectively "Microsoft"). The Software licensed from Microsoft, as well as associated updates, supplements, internet-based services and support services, media, printed materials, and "online" or electronic documentation ("Microsoft Software"), are protected under this EULA. The Software is also protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

BY USING THE SOFTWARE, INCLUDING USE ON THIS DEVICE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE DEVICE OR SOFTWARE. INSTEAD CONTACT TRIMBLE FOR A REFUND OR CREDIT. As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.

WARNING: If the Software contains voice operated technologies, then operating this Software requires user attention. Diverting attention away from the road while driving can possibly cause an accident or other serious consequence. Even occasional, short diversions of attention can be dangerous if your attention is diverted away from your driving task at a critical time. Trimble and Microsoft make no representations, warranties or other determinations that ANY use of this Software is legal, safe, or in any manner recommended or intended while driving or otherwise operating a motor vehicle.

This EULA does not grant you any rights with respect to the Windows Mobile Device Center, Microsoft ActiveSync or Microsoft Outlook 2007 Trial which are subject to the licenses accompanying those items.

1 SOFTWARE PRODUCT LICENSE

1.1 License Grant. Subject to the terms and conditions of this EULA, Trimble grants you a non-exclusive right to use one copy of the Software in a machine-readable form only as installed on the Device. Such use is limited to use with the Device for which it was intended, as set forth in the product documentation. The Device Software is licensed with the Device as a single integrated product. The Device Software installed in read only memory ("ROM") of the Device may only be used as part of the Device into which it was embedded. You may use the installation Software from a computer solely to download the Software to one Device. In no event shall the installation Software be used to download the Software onto more than one Device. A license for the Software may not be shared or used concurrently on different computers or Devices.

1.2 Scope of License. This EULA only gives you some rights to use the Software. Trimble and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the Software only as expressly permitted in this EULA. In doing so, you must comply with any technical limitations in the Software that allow you to use it only in certain ways. Except as expressly provided in this EULA, rights to access the Software on this Device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access this device. You may use remote access technologies in the software such as Remote Desktop Mobile to access the Software remotely from a computer or server. You are responsible for obtaining any licenses required for use of the protocols to access other software.

1.3 Proof of License. If you acquired the Software on the Device, or on a disc or other media, a genuine Certificate of Authenticity label with a genuine copy of the Software identifies licensed software. To be valid, this label must be affixed to the Device, or included on or in the software packaging. If you receive the label separately, it is not valid. You should keep the label on the device or packaging to prove that you are licensed to use the Software. To identify genuine Microsoft Software, see <http://www.howtotell.com>.



1.4 Connectivity Software. Your Device package may include Windows Mobile Device Center or Microsoft ActiveSync software. If it is included, then you may install and use it in accordance with the license terms that are provided with it. If no license terms are provided, then you may install and use only one (1) copy of the Software on a single computer.

1.5 Digital Certificates. The Software uses digital certificates in X.509 format. These digital certificates are used for authentication.

1.6 Phone Functionality. If the Device Software includes phone functionality, all or certain portions of the Device Software may be inoperable if you do not have and maintain a service account with a wireless telecommunication carrier ("Mobile Operator"), or if the Mobile Operator's network is not operating or configured to operate with the Device.

1.7 Upgrade Software. In the event that any upgrades to the Software, including Microsoft Software, are provided under this EULA, then the following shall apply: you may follow the applicable instructions accompanying this Software and install one (1) copy of the Software on one (1) Device presently containing a licensed copy of a predecessor version of the Software (unless this EULA indicates that this Software copy has been licensed for installation on multiple Devices). **NO REPRESENTATION OR WARRANTY IS MADE BY TRIMBLE OR MICROSOFT WITH RESPECT TO THE COMPATIBILITY OF THIS SOFTWARE WITH ANY DEVICE OR ANY OTHER EXISTING SOFTWARE OR DATA OF ANY KIND CONTAINED ON SUCH DEVICES, AND NEITHER TRIMBLE NOR MICROSOFT SHALL BE RESPONSIBLE IN ANY REGARD WITH RESPECT TO ANY LOSS, CORRUPTION, MODIFICATION OR INACCESSIBILITY OF ANY DATA, APPLICATIONS OR OTHER SOFTWARE RESULTING FROM THE INSTALLATION OF THE SOFTWARE ON ANY DEVICE.**

1.8 Internet-Based Services Components. Microsoft provides Internet-based services with the software. Microsoft may change or cancel them at any time. The Microsoft Software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off some of these features or not use them. For more information about these features, visit <http://go.microsoft.com/fwlink/?LinkId=81931>. **By using these features, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you. You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

1.9 Device Information. The following features use Internet protocols, which send to the appropriate systems device information, such as your Internet protocol address, the type of operating system, browser and name and version of the Software you are using, and the language code of the Device where you installed the Software. Microsoft uses this information to make the Internet-based services available to you. a) Update Features: Windows Mobile Update feature provides you the ability to obtain and install Software updates on your Device if updates are available. You may choose not to use this feature. Trimble and/or your Mobile Operator may not support this feature or an update for your device. b) Security Updates/Digital Rights Management. Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade.

1.10 Additional Software/Services. The Device Software may permit Trimble, Microsoft, their affiliates and/or their designated agent to provide or make available to you Software updates, supplements, add-on components, or Internet-based services components of the Software after the date you obtain your initial copy of the Software ("Supplemental Components").

1.10.1 If Trimble provides or makes available to you Supplemental Components and no other end user license agreement terms are provided along with the Supplemental Components, then the terms of this EULA shall apply.

1.10.2 If Microsoft, its affiliates and/or its designated agent makes available Supplemental Components, and no other end user license agreement terms are provided, then the terms of this EULA shall apply, except that the Microsoft entity or affiliate entity providing the Supplemental Component(s) shall be the licensor of the Supplemental Component(s).

1.10.3 Trimble, Microsoft and each of their affiliates and/or their designated agents reserve the right to discontinue any Internet-based services provided to you or made available to you through the use of the Device Software.

1.11 Links to Third Party Sites. If the Software provides links to third party websites, those links are provided to you only as a convenience, and the inclusion of any link does not imply an endorsement of the third party website by Microsoft or Trimble.



1.12 Other Rights and Limitations. (1) The Software contains valuable trade secrets proprietary to Trimble and its suppliers. To the extent permitted by relevant law, you shall not, nor allow any third party to copy, decompile, disassemble or otherwise reverse engineer the Software, or attempt to do so, provided, however, that to the extent any applicable mandatory laws (such as, for example, national laws implementing EC Directive 91/250 on the Legal Protection of Computer Programs) give you the right to perform any of the aforementioned activities without Trimble's consent in order to gain certain information about the Software for purposes specified in the respective statutes (i.e., interoperability), you hereby agree that, before exercising any such rights, you shall first request such information from Trimble in writing detailing the purpose for which you need the information. Only if and after Trimble, at its sole discretion, partly or completely denies your request, may you exercise such statutory rights. (2) This Software is licensed as a single product. You may not separate its component parts for use on more than one computer nor make more copies of the software than specified in this EULA. (3) You may not rent, lease, or lend the Software. (4) No service bureau work, multiple-user license or timesharing arrangement is permitted. For purposes of this EULA "service bureau work" shall be deemed to include, without limitation, use of the Software to process or to generate output data for the benefit of, or for purposes of rendering services to any third party over the Internet or other communications network. (5) You may make one backup copy of the Software. You may use it only to reinstall the Software on the Device. (6) You may transfer the Software only with the Device, the Certificate of Authenticity label, and these license terms directly to a third party. Before the transfer, that party must agree that these license terms apply to the transfer and use of the Software. You may not retain any copies of the Software including the backup copy. (7) The Software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Software. These laws include restrictions on destinations, end users, and end use. For additional information see <http://www.microsoft.com/exporting>. (8) Without prejudice as to any other rights, Trimble may terminate this EULA without notice if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software and all of its component parts. (9) If the Microsoft Software includes speech recognition component(s), you should understand that speech recognition is an inherently statistical process and that recognition errors are inherent in the process. Neither Trimble, Microsoft, nor any of their suppliers shall be liable for any damages arising out of errors in the speech recognition process. (10) You may not publish the Software for others to copy. (11) You may not use the Software for commercial software hosting services.

1.13 Notice Regarding the MPEG-4 Visual Standard. The Software may include MPEG-4 visual decoding technology. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice: USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C. If you have questions about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, CO 80206; www.mpegla.com.

1.14 If the Device Software is provided by Trimble separate from the Device on media such as a ROM chip, CD ROM disk(s) or via web download or other means, and is labeled "For Upgrade Purposes Only" you may install one (1) copy of such Device Software onto the Device as a replacement copy for the existing Device Software and use it accordance with this EULA, including any additional end user license agreement terms accompanying the upgrade Device Software.

1.15 If any software component(s) is provided by Trimble separate from the Device on CD ROM disc(s) or via web download or other means, and labeled "For Upgrade Purposes Only," you may (i) install and use one (1) copy of such component(s) on the computer(s) you use to exchange data with the Device as a replacement copy for the existing Companion CD component(s).

1.16 Copyright. All title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the Software), the accompanying printed materials, and any copies of the Software are owned by Trimble, or Microsoft (including Microsoft Corporation), and their respective suppliers. You may not copy the printed materials accompanying the Software. All title and intellectual property rights in and to the content which may be accessed through use of the Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. You shall not remove, cover or alter any of Trimble's patent, copyright or trademark notices placed upon, embedded in or displayed by the Software or on its packaging and related materials. All rights not specifically granted in this EULA are reserved by Trimble, Microsoft, and their respective suppliers.

1.17 U.S. Government Restricted Rights. The Software is provided with "RESTRICTED RIGHTS". Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in this EULA, and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14(ALT III), as applicable.



1.18 Microsoft has contractually obligated Trimble to include the following terms in this EULA:

Product Support. The Product support for the Software is not provided by Microsoft or its affiliates or subsidiaries. For product support, please refer to the Trimble support number provided in the documentation for the Device.

Not fault tolerant. The Software is not fault tolerant. Trimble installed the Software on the Device and is responsible for how it operates on the Device.

Restricted user. The Microsoft Software was designed for systems that do not require fail-safe performance. You may not use the Microsoft Software in any device or system in which a malfunction of the Microsoft Software would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems and air traffic control.

No warranties for the software. Microsoft gives no express warranties, guarantees or conditions regarding the Microsoft Software. Any warranties you receive regarding the Device or the Software do not originate from, and are not binding on, Microsoft or its affiliates. When allowed by your local laws, Trimble and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement.

LIABILITY LIMITATIONS. You can recover from Microsoft and its affiliates only direct damages up to fifty U.S. Dollars (U.S. \$50.00), or equivalent in local currency. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages. This limitation applies to:

- Anything related to the Software, services, content (including code) on third party internet sites, or third party programs, and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft should have been aware of the possibility of the damages. The above limitation may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

2 LIMITED WARRANTY FOR TRIMBLE PRODUCT SOFTWARE.

2.1 Limited Warranty. Trimble warrants that the Software, exclusive of the Microsoft Software, will perform substantially in accordance with the accompanying written materials for a period of twelve (12) months from the date of purchase. This limited warranty gives you specific legal rights; you may have others, which vary from state/jurisdiction to state/jurisdiction. The above limited warranty does not apply to Fixes, Minor Updates, or Major Upgrades of the Software after expiration of the twelve (12) month limited warranty period, all of which are provided "AS IS" and without warranty unless otherwise specified in writing by Trimble. Because the Software is inherently complex and may not be completely free of nonconformities, defects or errors, you are advised to verify your work. Trimble does not warrant that the Software will operate error free or uninterrupted, will meet your needs or expectations, or that all nonconformities can or will be corrected.

2.2 Software Fixes. During the limited warranty period described in section 2.1 above, you will be entitled to receive such Fixes to the Product Software that Trimble releases and makes commercially available and for which it does not charge separately, subject to the procedures for delivery to purchasers of Trimble products generally. If you have purchased the Product from an authorized Trimble dealer rather than from Trimble directly, Trimble may, at its option, forward the software Fix to the Trimble dealer for final distribution to you. Minor Updates, Major Upgrades, new products, or substantially new software releases, as identified by Trimble, are expressly excluded from this update process and limited warranty. Receipt of Software Fixes or other enhancements shall not serve to extend the limited warranty period.

For purposes of this warranty, the following definitions shall apply: (1) "Fix(es)" means an error correction or other update created to fix a previous software version that does not substantially conform to its Trimble specifications; (2) "Minor Update" occurs when enhancements are made to current features in a software program; and (3) "Major Upgrade" occurs when significant new features are added to software, or when a new product containing new features replaces the further development of a current product line. Trimble reserves the right to determine, in its sole discretion, what constitutes a Fix, Minor Update, or Major Upgrade.

2.3 Customer Remedies. Trimble's and its suppliers' entire liability, and your sole remedy, with respect to the Software shall be either, at Trimble's option, (a) repair or replacement of the Software, or (b) return of the license fee paid for any Software that does not meet Trimble's limited warranty. This limited warranty is void if failure of the Software has resulted from (1) accident, misuse, abuse, or misapplication; (2) alteration or modification of the Software without Trimble's authorization; (3) interaction with software or hardware not supplied or supported by Trimble; (4) your improper, inadequate or unauthorized installation, maintenance or storage; or (5) if you violate the terms of this EULA. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.



2.4 NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIMBLE AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, TERMS AND CONDITIONS, EITHER EXPRESSED OR IMPLIED, BY STATUTE, COMMON LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES, TERMS AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE, ITS SATISFACTORY QUALITY AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IMPLIED WARRANTIES, TERMS AND CONDITIONS ON THE SOFTWARE ARE LIMITED TO NINETY (90) DAYS. YOU MAY HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

NO WARRANTIES FOR THE MICROSOFT SOFTWARE. THE MICROSOFT SOFTWARE is provided "AS IS" and with all faults, AND TRIMBLE PROVIDES NO WARRANTY WITH RESPECT THERETO. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT (INCLUDING LACK OF NEGLIGENCE) FOR THE MICROSOFT SOFTWARE IS WITH YOU. ALSO, THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE MICROSOFT SOFTWARE OR AGAINST INFRINGEMENT.

2.5 PLEASE NOTE: THE FOREGOING TRIMBLE LIMITED WARRANTY PROVISIONS MAY NOT APPLY TO SOFTWARE PRODUCT LICENSES PURCHASED IN THOSE JURISDICTIONS (SUCH AS COUNTRIES OF THE EUROPEAN UNION) IN WHICH PRODUCT WARRANTIES ARE OBTAINED FROM THE LOCAL DISTRIBUTOR. IN SUCH CASES, PLEASE CONTACT YOUR TRIMBLE DEALER FOR APPLICABLE WARRANTY INFORMATION.

3 TRIMBLE LIMITATION OF LIABILITY.

3.1 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TRIMBLE OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF TRIMBLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED IN THIS EULA.

IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF TRIMBLE AND ITS SUPPLIERS IN CONNECTION WITH THIS EULA OR THE SOFTWARE, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE ACTUAL AMOUNT PAID TO TRIMBLE FOR THE SOFTWARE LICENSE GIVING RISE TO THE CLAIM. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

4 GENERAL.

4.1 This EULA shall be governed by the laws of the State of California and applicable United States Federal law without reference to "conflict of laws" principles or provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this EULA. Jurisdiction and venue of any dispute or court action arising from or related to this EULA or the Software shall lie exclusively in or be transferred to the courts of the County of Santa Clara, California, and/or the United States District Court for the Northern District of California. You hereby consent and agree not to contest, such jurisdiction, venue and governing law.

4.2 Trimble reserves all rights not expressly granted by this EULA.

4.3 Official Language. The official language of this EULA and of any documents relating thereto is English. For purposes of interpretation, or in the event of a conflict between English and versions of this EULA or related documents in any other language, the English language version shall be controlling.