



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



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**A special offer of Trimble's GPS Analyst for ArcGIS® Desktop for U.S. customers only.** Also an offer for customers who already have Pathfinder Office Software and want Trimble's GPS Analyst for ArcGIS Desktop

GPS Analyst is an ArcGIS extension from Trimble for users who collect and use GPS data in ArcGIS. GPS Analyst enables you to refine, validate, and improve the accuracy of GPS data collected from various field collection devices including ArcPad® with GPSCorrect software and Trimble's TerraSync. GPS Analyst also supports direct GPS data collection using supported Trimble and NMEA-based receivers.

***Item 115201—GPS Analyst for ArcGIS Desktop***

***Unit Price: \$1,995***

For product specifications see [trl.trimble.com/docushare/dsweb/Get/Document-180936/022501-011F\\_GPS%20Analyst\\_DS\\_0506\\_lr.pdf](http://trl.trimble.com/docushare/dsweb/Get/Document-180936/022501-011F_GPS%20Analyst_DS_0506_lr.pdf)

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**Already have Pathfinder Office software and want Trimble's GPS Analyst for ArcGIS Desktop?**

There is a conversion program available for customers who are currently using GPS Pathfinder Office software and want to convert to Trimble's GPS Analyst for ArcGIS Desktop. Orders for the GPS Pathfinder Office to GPS Analyst conversion must be accompanied by a valid GPS Pathfinder Office software serial number.

***Item POGA—GPS Pathfinder Office to GPS Analyst Conversion***

**Unit Price: \$995**

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***Item 102227—GPS Analyst Software Warranty Enhancement 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 Warranty Enhancement Extension.

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## 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](http://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 is shown 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.

**Trimble's GPS Analyst for ArcGIS® Desktop  
Special Offer Domestic Order Form**

11/23/10

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

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

SHIP TO	
Organization	
Department	
Address	
Attention	
Phone	Fax
E-Mail	

Qty.	Description	Unit Price	Total
	Item 115201—Price for 1 license of Trimble's GPS Analyst for ArcGIS Desktop	\$1,995	
	Item POGA—GPS Pathfinder Office to GPS Analyst Conversion— ***Please provide software serial number of GPS Pathfinder Office software.	\$995	
	Item 102227—GPS Analyst Software Warranty Enhancement Extension	\$295	
		Subtotal	
		Shipping	Included
		Sales Tax*	
		Total Due Esri	

**THANK YOU FOR YOUR ORDER!**

\* 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.

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

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>PAYMENT OPTIONS:</b> (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: \_\_\_\_\_



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## Trimble Navigation Limited

### Limited Warranty Terms and Conditions

#### Product Limited Warranty

Subject to the following terms and conditions, Trimble Navigation Limited ("Trimble") warrants that for a period of one (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 stand-alone 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. If accompanied by a separate end user license agreement ("EULA"), use of any such software will be subject to the terms of such end user license agreement (including any differing limited warranty terms, exclusions, and limitations), which shall control the terms and conditions set forth in this limited warranty.

#### Software Fixes

During the limited warranty period, 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 a Trimble authorized dealer rather than from Trimble directly, Trimble may, at its option, forward the software Fix to the Trimble authorized 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, at its sole discretion, what constitutes a Fix, Minor Update, or Major Upgrade.

#### 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.



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### How to Obtain Warranty Service

To obtain warranty service for the Product, please contact your local Trimble authorized dealer. Alternatively, you may contact Trimble to request warranty service at +1-408-481-6940 (24 hours a day) or e-mail your request to [trimble\\_support@trimble.com](mailto:trimble_support@trimble.com). Please be prepared to provide

- Your name, address, and telephone number
- Proof of purchase
- A copy of this Trimble warranty
- A description of the nonconforming Product including the model number
- An explanation of the problem

The customer service representative may need additional information from you, depending on the nature of the problem.

### Warranty Exclusions and Disclaimer

This Product limited warranty shall only apply in the event and to the extent that (a) 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 (b) 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 the following: 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 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 OR FULLY APPLY TO YOU.



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### 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 ANY WAY 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 OR FULLY 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 TRIMBLE AUTHORIZED DEALER FROM WHOM THE PRODUCTS ARE ACQUIRED. IN SUCH A CASE, PLEASE CONTACT YOUR LOCAL TRIMBLE AUTHORIZED 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 BE CONTROLLING.

### Registration

To receive information regarding updates and new products, please contact your local Trimble authorized dealer or visit the Trimble Web site at [trimble.com/register](http://trimble.com/register). Upon registration, you may select the newsletter, upgrade, or new product information you desire.

**IMPORTANT—READ CAREFULLY. THIS END USER LICENSE AGREEMENT ("AGREEMENT") 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"). This Agreement 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, "MS"). The Software licensed from MS, as well as associated updates, supplements, Internet-based services and support services, media, printed materials, and online or electronic documentation ("MS Software"), are protected under this Agreement. 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.**



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**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 consequences. Even occasional, short diversions of attention can be dangerous if your attention is diverted from your driving task at a critical time. Company 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 agreement 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 Agreement, TRIMBLE grants you a nonexclusive 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 agreement only gives you some rights to use the software. Company 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 agreement. 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 agreement, 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 Company's 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 [howtotell.com](http://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



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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 MS Software are provided under this Agreement, 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 Agreement indicates that this Software copy has been licensed for installation on multiple Devices). **NO REPRESENTATION OR WARRANTY IS MADE BY MS 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 MS SHALL NOT 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 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 [go.microsoft.com/fwlink/?LinkId=81931](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, 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 with the ability to obtain and install software updates on your device if updates are available. You may choose not to use this feature. Company 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 (WMDRM) technology 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, MS, Microsoft Corporation, 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 Agreement shall apply.

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

**1.10.3** TRIMBLE, MS, Microsoft Corporation, their affiliates, and/or their designated agent 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 Web sites, 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 Web site by Microsoft.

**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, and you shall not 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 or make more copies of the software than specified in this agreement. (3) You may not rent, lease, or lend the Software. (4) No service bureau work, multiple-user license, or time-sharing arrangement is permitted. For purposes of this Agreement, "service bureau work" shall be deemed to include, without limitation, use of the Software to process or 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 [microsoft.com/exporting](http://microsoft.com/exporting). (8) Without prejudice as to any other rights, TRIMBLE may terminate this Agreement without notice if you fail to comply with the terms and conditions of this Agreement. In such event, you must destroy all copies of the Software and all of its component parts. (9) If the MS 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, MS, 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 in 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**



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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; [mpepla.com](http://mpepla.com).

**1.14** If the Device Software is provided by TRIMBLE separately from the Device on media such as a ROM chip or 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 in accordance with this Agreement, including any additional end user license agreement terms accompanying the upgrade Device Software.

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