



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



---

---

## ***Trimble Handheld Field Computer Plus GPS for Use with ArcGIS Mobile***

### **A special promotional offer of Trimble® Juno™ SC Handheld Durable GPS Receivers for use with ArcGIS® Mobile\* for U.S. customers only**

*The Juno handheld is Trimble's most compact, durable, lightweight field computer GPS receiver for field data collection and mobile GIS, providing two- to five-meter GPS positioning in real time, which makes Juno SC the ideal mobile device for ArcGIS Mobile .*

The Trimble Juno SC handheld features a high-performance 533 MHz Samsung processor, integrated GPS receiver, integrated digital 3-megapixel color camera, 3.5-inch display, Microsoft® Windows Mobile™ version 6.1 software, 128 MB RAM and 128 MB nonvolatile Flash data storage, microSD memory card slot, built-in Bluetooth®, wireless LAN, and an integrated HSDPA 3.5G cellular modem (Quad-band GSM/GPRS). The Juno SC has cellular capability, but cellular service is not included or activated and is the customer's responsibility. More details regarding the cellular modem can be found on Page 4.

*\*ArcGIS Mobile is included as part of the ArcGIS Server Advanced Enterprise license. Organizations that license ArcGIS Server Advanced Enterprise receive 50 ArcGIS mobile application deployments or Software Developer Kit (SDK) runtime licenses with their license. Additional mobile deployments or runtimes are sold in packs of 25 and can be quoted upon request. This offering is for users with existing ArcGIS Mobile deployments and does not include an ArcGIS Server Advanced Enterprise license or additional ArcGIS Mobile deployment licenses.*

***Item 116029***—Fifty Trimble Juno SC handhelds for use with ArcGIS Mobile.     **Unit Price: \$42,000**

***Item 116030***—Twenty-five Trimble Juno SC handhelds for use with ArcGIS Mobile.     **Unit Price: \$21,500**

***Item 116091***—Ten Trimble Juno SC handhelds for use with ArcGIS Mobile.     **Unit Price: \$8,995**

***Item 116092***—One Trimble Juno SC handheld for use with ArcGIS Mobile.     **Unit Price: \$950**



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

---

---

**For technical assistance on Trimble products, it is necessary to purchase Trimble's Priority Support. Priority Support gives you direct contact with a Trimble expert, via e-mail and telephone, who will answer your questions within one business day. (If you do not purchase Priority Support, Trimble's Web site has a range of Support Notes and FAQ documents available at [www.trimble.com/support](http://www.trimble.com/support).)**

### ***Trimble Support Option***

**Item 114987**—Priority Support

**Unit Price: \$495**

*Phone-based technical assistance is not included with Trimble products. For a review of your Trimble support options when purchasing through ESRI, please visit [www.esri.com/trimbleprioritysupport](http://www.esri.com/trimbleprioritysupport). Priority Support gets you in contact with Trimble experts who will answer your questions within one business day.*

*Priority Support gives you 12 months' support for one registered contact. Your support requests will be dealt with directly by an authorized Trimble Support representative who will assist you with Trimble and ESRI mobile GIS products.*

---

### **Juno Handheld Options**

**Item 114934**—Juno Protective OtterBox Case

**Unit Price: \$74**

*The OtterBox Defender Series case for Juno series handhelds is a semirugged, lightweight, fully interactive case, custom designed to provide added protection for the Juno SB and SC handhelds. This case ensures all surfaces of the handheld are covered yet provides access to and operation of ports, keyboard, screen, and camera. The accompanying belt clip ensures your Juno handheld is always right at your side.*

---

**Item 107617**—Juno Accessory Pack—Two 8 GB microSD Flash Memory Cards, Two Juno Batteries, and Two Stylus Kits

**Unit Price: \$270**

---

**Item 107618**—8 GB microSD Flash Memory Card

**Unit Price: \$60**

---

**Item 107619**—Juno Battery

**Unit Price: \$75**

*This Li-ion battery is provided as a replacement or spare part for the Juno SB and SC handhelds. One battery ships standard with each Juno SB and SC and provides eight hours of operation when using GPS.*

---

**Item 107641**—Stylus Kit (2-pack)

**Unit Price: \$10**

*Pack of two styluses, each featuring a nonscratch tip. A stylus 2-pack ships as standard with each Juno handheld.*

---



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 (ultraclear)

**Unit Price: \$20**

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

---

**Item 114827**—Juno Vehicle Power Supply

**Unit Price: \$55**

*Use this cable to provide power to the Juno SB or SC when working in a vehicle or to charge the handheld off vehicle power. The adapter is suitable for use with standard 12–24-volt vehicle power sockets.*

---

**Item 114826**—Juno Car Mount

**Unit Price: \$50**

*This vehicle mount allows you to securely place the Juno SB or SC series handheld on a vehicle's windshield or dashboard. It can be rotated in each axis for optimum viewing of the screen and still provide access to the power button and the power connector (for use with the optional vehicle charger).*

*Note: Some jurisdictions prohibit the affixing of devices to the windshield or dashboard of a vehicle. Ensure that you are informed of and compliant with local regulations and safety procedures.*

---

**Item 107620**—Juno External Patch Antenna

**Unit Price: \$35**

*An external patch antenna is available as an optional accessory for the Juno handhelds and optimizes reception in low-signal environments, marginal satellite coverage, or vehicles; roof mounting minimizes signal blockage.*

---

**Item 114829**—Juno Power Supply Kit

**Unit Price: \$52**

*Use this power supply to recharge your Juno SB or SC handheld. The kit contains plug adapters for the United Kingdom, Europe, Australia, and the United States. This power supply kit is provided as a standard component of the GeoExplorer 2008 series and Juno SB or SC series systems.*

---



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

---

---

## Cellular Modem Questions

***Caution: Use of the cellular modem will incur charges that may be fixed (per month) or may be based on the data bandwidth you use. Charges when roaming outside your home network (e.g., abroad) are significantly higher than those incurred when on your home network. Please check with your carrier for full details of usage charges, both on its own network and when roaming.***

### What can I use the Juno SC handheld's cellular modem connectivity for?

The cellular capabilities of the Juno SC handheld can be used to connect to your corporate network and seamlessly synchronize GIS data between the field and the office. ArcGIS Mobile targets the non-GIS professional with its intuitive, workflow-driven application. Coupled with the Juno SC, you can improve the efficiency of your enterprise field operations by equipping your fieldworkers with a mobile device and replace those paper-based workflows of the past.

The Juno SC handheld's internal cellular modem allows you to connect to the Internet or directly to an IP address, using a supported 2.5G, 3G, or 3.5G cellular network.

Other potential applications include

- Accessing private or publicly available Internet sites and services, such as IMS (Internet Map Servers)
- Tracking each Juno SC handheld by sending GPS positions periodically to a central location
- Dynamic work order allocation across a dispersed field workforce
- Instantly reporting on field conditions in time-critical situations, such as natural disaster management and utility outages

### Can I make phone calls with the Juno SC?

The Juno SC handheld's cellular modem is not designed for voice calls. However, it is possible to use Voice over Internet Protocol (VoIP) software—such as Skype (<http://www.skype.com/intl/en/download/skype/windowsmobile/>)—to place and/or receive voice calls using the Juno SC handheld. Use a cabled or wireless (Bluetooth) headset to listen and talk during a call.

***Caution: VoIP calls consume a high amount of network bandwidth and will rarely be cost-effective when compared to regular cellular voice calls.***

### Can I send or receive text messages with the Juno SC?

No, the Juno SC handheld does not support SMS or MMS messaging. However, you can use IP-based messaging software such as Windows Live™ messenger or Google Messaging.

### Can I use the Juno SC handheld as a dial-up modem to access the Internet?

No, but there's no need to use the old-fashioned dial-up modem approach to get connected. Simply configure the Juno SC's cellular modem to connect directly to the (cellular) network, in the same way you would configure the WLAN radio to connect to a Wi-Fi network. Once connected to the network, you're already online.



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, 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 [www.esri.com/legal](http://www.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. In preparing your budget, please allow for applicable sales tax. 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.



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

**Trimble® Juno™ SC Handheld for Use with  
 ArcGIS® Mobile Special Offer Domestic  
 Order Form**

4/22/09

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 Package Price	Total
	Item 116029—Fifty Trimble Juno SC handhelds	\$42,000	
	Item 116030—Twenty-five Trimble Juno SC handhelds	\$21,500	
	Item 116091—Ten Trimble Juno SC handhelds	\$8,995	
	Item 116092—One Trimble Juno SC handheld	\$950	
	Item 114987—Priority Support	\$495	

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

Optional Items Total	
Subtotal	
Shipping	Included
Sales Tax*	
Total Due ESRI	

**THANK YOU FOR YOUR ORDER!**

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.

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. 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)				
Printed Name of Cardholder					



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  
LENGTH OF TIME IN BUSINESS: \_\_\_\_\_ COPY OF EXEMPTION CERTIFICATES FOR ALL STATES.  
NUMBER OF EMPLOYEES: \_\_\_\_\_ FEDERAL ID NO.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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: \_\_\_\_\_



---

---

## **PRODUCT INFORMATION**

### **Standard features**

#### **System**

- o Windows Mobile 6.1
- o 533 MHz Samsung processor
- o Integrated HSDPA 3.5G cellular modem (Quad-band GSM/GPRS and Tri-band WCDMA 3.5G)
- o Integrated Bluetooth v2.0 wireless technology
- o Integrated 802.11b/g wireless LAN
- o Integrated digital camera (color, 3 megapixel resolution)
- o 128 MB RAM
- o 128 MB nonvolatile Flash data storage
- o microSD (microSDHC compatible) memory card slot
- o QVGA display (240 x 320), sunlight-readable color touch screen
- o All-day internally rechargeable and removable Li-ion battery
- o Integrated speaker and microphone
- o Audio jack

#### **GPS**

- o Integrated high-sensitivity GPS/SBAS<sup>7</sup> receiver and antenna
- o 2 to 5 meter accuracy after differential correction (real-time or postprocessed)
- o NMEA and SiRF protocol support

#### **Standard Software**

- o Microsoft Office Mobile, includes Excel Mobile, Word Mobile, Internet Explorer Mobile, Outlook Mobile, and PowerPoint® Mobile
- o Adobe Reader
- o Transcriber (handwriting recognition)

#### **Standard Accessories**

- o AC Power supply with international adapter kit
- o USB data cable
- o Stylus (2-pack)
- o Wrist lanyard
- o Rechargeable Li-ion battery
- o Quick Start Guide
- o Getting Started CD, containing User Guide



---

---

## Technical Specifications

### Physical

Size	12.9 cm x 7.4 cm x 3.0 cm (5.1 in x 2.9 in x 1.2 in)	
Weight	0.24 kg (0.54 lb) with battery	
Processor	533 MHz Samsung S3C2443 processor	
Memory	128 MB RAM and 128 MB internal Flash storage	
Battery	Internal 2600 mAh lithium-ion, rechargeable in unit	
Power <sup>2</sup>	Low (no GPS, backlight ON <sup>3</sup> )	14 hours
	Normal (with GPS and backlight ON)	8 hours

### Environmental

Temperature	
Operating	0 °C to +60 °C (32 °F to 140 °F)
Storage	-20 °C to +70 °C (-4 °F to 158 °F)
Drop	76 cm (2.5 ft) drop
	2 drops per 6 sides at ambient temperature 23 °C (73 °F)
Tumble	50 cycles (100 drops) x 50 cm (1.64 ft), 5 cycles/minute

### Input/Output

Expansion	microSD Card slot (microSDHC compatible)
Display	8.9 cm (3.5 in) QVGA (240 x 320 pixel) TFT 16 bit (65,536) colors, LED backlight
Interface	Touch screen, hardware control keys, power status LED Audio system events, warnings, and notifications Soft Input Panel (SIP) virtual keyboard and handwriting recognition software
Audio	Microphone and speaker, record and playback utilities Industry-standard 3.5 mm stereo earphone jack
I/O	USB client v2.0 compliant
Radios	Bluetooth 2.0 <sup>4</sup> , Wireless LAN 802.11b/g Integrated HSDPA 3.5G cellular modem <sup>5</sup>
Digital Camera	3 megapixel color camera with autofocus JPEG photo format, WMV video format

### GPS

Channels	12 (L1 code only)
Integrated real-time	SBAS <sup>7</sup>
Update rate	1 Hz
Time to first fix	30 seconds (typical)
Protocols	SiRF, NMEA-0183

### Accuracy (HRMS)<sup>6</sup> after differential correction

Code Postprocessed	2–5 m
Real-time (SBAS <sup>7</sup> )	2–5 m



- 
- 
- <sup>1</sup> SBAS (Satellite Based Augmentation System). Includes WAAS (Wide Area Augmentation System) available in North America only, EGNOS (European Geostationary Navigation Overlay System) available in Europe only, and MSAS available in Japan only.
- <sup>2</sup> Using wireless technology, such as Bluetooth, wireless LAN or cellular modem will consume additional battery power.
- <sup>3</sup> Backlight setting at 70% brightness.
- <sup>4</sup> Bluetooth and wireless LAN type approvals are country specific.
- <sup>5</sup> Tri-Band UMTS/HSDPA; Quad-Band GSM/GPRS/EDGE. The Juno SC handheld is PTCRB certified and can operate on any of these networks that do not require carrier certification.
- <sup>6</sup> Horizontal Root Mean Squared accuracy. Requires data to be collected using horizontal mounting, minimum of 4 satellites, PDOP mask at 99, SNR mask at 12 dBHz, elevation mask at 5 degrees, and reasonable multipath conditions. Ionospheric conditions, multipath signals or obstruction of the sky by buildings or heavy tree canopy may degrade precision by interfering with signal reception. Accuracy varies with proximity to base station by +1 ppm for postprocessing and real time.

**Specifications subject to change without notice.**

## Trimble 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 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. 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 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.

### How to Obtain Warranty Service

To obtain warranty service for the Product, please contact your Trimble 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 numbers
- Proof of purchase
- A copy of this Trimble warranty
- A description of the nonconforming Product including the model number, and
- 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 (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 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 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 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 BE CONTROLLING.



---

---

## 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 consequences. Even occasional, short diversions of attention can be dangerous if your attention is diverted 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 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 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 technology. 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 with 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 (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, 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 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 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 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, 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 EULA. (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 EULA, "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 <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 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 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 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](http://www.mpegla.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 disc(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 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 separately from the Device on CD-ROM disc(s) or via Web download or other means, and labeled "For Upgrade Purposes Only," you may 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 that may be accessed through use of the Software are 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 noninfringement.

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 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, at 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) your violation of 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 EXPRESS 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 NONINFRINGEMENT 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 in 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 Section 4.1 notwithstanding, if you acquired this product in Canada, this EULA is governed by the laws of the Province of Ontario, Canada. In such case, each of the parties to this EULA irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation that may arise under this EULA in the courts located in the Judicial District of York, Province of Ontario. If you acquired this product in the European Union, this EULA is governed by the laws of the Netherlands, excluding its rules governing conflicts of laws and excluding the United Nations Convention on the International Sale of Goods. In such case, each of the parties to this EULA irrevocably attorns to the jurisdiction of the courts of the Netherlands and further agrees to commence any litigation that may arise under this EULA in the courts of The Hague, the Netherlands.

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

4.4 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.