



Trimble Survey Team Loyalty Program Terms and Conditions

Thank you for joining the Trimble Survey Team Loyalty Program. We've set up some ground rules to ensure we can keep the program useful, fun, and safe for everyone. Trimble Navigation LTD ("Trimble") reserves the right to change these guidelines and disclaimers at any time, and you agree that each visit you make to the Trimble Survey Team website or authorized Trimble Survey Team websites (collectively, "the Trimble Survey Team website") shall be subject to the current guidelines.

We encourage you to share your comments and questions with us and other users. We promise to read all the mail you send to us, but we may not be able to respond to all inquiries. Please note that we assume no responsibility for reviewing unsolicited ideas for our business (like product or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future Trimble programs. Also, please remember that you are responsible for whatever material you submit, and that you, and not Trimble, have full responsibility for the message, including its reliability, contents, originality, and copyright. Please do not reveal trade secrets or other confidential information in your messages. Any and all rights to materials and ideas submitted to us become the exclusive property of Trimble Navigation LTD.

The Trimble Survey Team website may contain at any point links to and frames of sites which are not maintained by Trimble. While we try to include only links to or frames of those sites which are in good taste and safe for our visitors, we are not responsible for the content of those sites and cannot guarantee that sites will not change without our knowledge, and inclusion of such links and frames in the Trimble Survey Team website does not imply Trimble's endorsement of the linked or framed sites or their content.

The materials and information you find on the Trimble Survey Team website are provided "as is", and to the extent permitted by law, Trimble gives no warranty of any kind, either express or implied, including without limitation any warranties of condition, quality, performance, merchantability, fitness for a particular purpose, or non-infringement in relation to information, services or products provided through or in connection with the Trimble Survey Team website.

To the extent permitted by law, Trimble disclaims liability on behalf of itself and its agents and contractors (which agents and contractors are third party beneficiaries under these terms and conditions) for any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line

failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether as a result of breach of contract, tortious behavior, negligence, or under any other cause of action.

You specifically acknowledge that Trimble is not liable for your defamatory, offensive, infringing or illegal materials or conduct, or that of third parties, and Trimble reserves the right to remove such materials from the Trimble Survey Team web site without liability. You further agree to indemnify Trimble for all damages, costs or expenses Trimble suffers or incurs as a result of your defamatory, offensive, infringing or illegal materials or conduct.

The contents of the Trimble Survey Team website pages, including, but not limited to, text, graphics, and icons, are copyrighted materials owned or controlled by Trimble and contain Trimble's name, trademarks, service marks, and trade names. No permission is granted to you, or anyone acting on your behalf, to print, copy, reproduce, distribute, transmit, upload, download, store, display in public, alter, or modify these materials or to make commercial use of those materials. No permission is granted here to you to use, or permit others to use, Trimble's icons, site address, trademarks and service marks, or other means to hyperlink other internet sites with any page in the Trimble Survey Team web site, and Trimble assumes no responsibility for any other party's site hyperlinked to the Trimble Survey Team website or in which any part of the Trimble Survey Team website has been hyperlinked.

Trimble Navigation LTD may make improvements and/or changes in the products and/or programs described in the Trimble Survey Team Loyalty Program, including the terms and conditions of your use of the Trimble Survey Team website site, without liability. Additionally and unless otherwise precluded by law, you agree that these terms and conditions, and any dispute arising there under, are governed by the laws of the state of California, USA, and that any legal action you may wish to bring against Trimble, its officers, directors, employees and agents pursuant to these terms and conditions, must be brought in a court of competent jurisdiction in the state of California, USA.

Trimble Navigation LTD provides services and programs in many parts of the world. The Trimble Survey Team Loyalty program may refer to certain services or programs which are not available worldwide, without specifically mentioning the countries in which the services or programs are available. Such reference does not imply that Trimble intends to offer such service or programs in all countries or locations.

