

What's new? The DPA has been updated to align with the requirements under the CPRA amendments to CCPA effective January 1, 2023.

THIS US DATA PROCESSING ADDENDUM FOR TRIMBLE INFORMATION (the “**Addendum**”) forms part of the written or electronic agreement for the provision to Trimble of products, software and/or services into which agreement this Addendum is expressly incorporated by reference (the “**Agreement**”) by and between Trimble Inc. or one of its corporate affiliates as specified in the Agreement (“**Trimble**”), and the other party to the Agreement (“**Company**”) (each, a “**Party**,” and together, the “**Parties**”) and adds terms to the Agreement regarding Company’s processing of Trimble Information (as defined below) in connection with the products, software and/or services provided under the Agreement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Definitions.** For the purposes of this Addendum, (a) “**CCPA**” means the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 *et seq.* together with its implementing regulations; (b) “**Trimble Information**” means personal information provided to Company by Trimble or on Trimble’s behalf, or collected by Company, pursuant to its relationship with Trimble; (c) “**US Data Protection Laws**” means CCPA and any other United States laws and regulations applicable to the processing of personal information which are applicable to Company; and (d) all other terms used in this Addendum which are defined in the CCPA (expressly including the CPRA amendments thereto effective January 1, 2023) will have the meanings afforded to them therein.
- 2. Processing of Trimble Information.** Trimble Information disclosed or otherwise made available to Company under this Agreement is disclosed or made available only for the limited and specified purposes specified in the Agreement. Company acknowledges that it is a service provider, contractor and/or third party for CCPA purposes in accordance with the terms therein, and will comply with the obligations set forth in the CCPA that apply to such role(s). Company (i) acknowledges and agrees that it is, and will act as, a “service provider”, “contractor”, and/or “third party” with respect to Trimble Information provided to Company by Trimble or on Trimble’s behalf in accordance with the applicable terms of such US Data Protection Laws; (ii) will not retain, use, or disclose Trimble Information provided to Company by Trimble or on Trimble’s behalf for any purpose (including any commercial purpose) other than for the business purposes specified in the Agreement, the direct business relationship with Company, as otherwise instructed by Trimble, or as otherwise permitted under applicable US Data Protection Laws; (iii) will not combine Trimble Information it receives from Trimble or on Trimble’s behalf with personal information it receives from a third party, except to the extent otherwise permitted under applicable US Data Protection Laws; and (iv) will not transfer or disclose Trimble Information provided to Company by Trimble or on Trimble’s behalf to a third party in a manner that constitutes “selling” or “sharing” such information under applicable US Data Protection Laws, except to the extent such transfer or disclosure is otherwise permitted under applicable US Data Protection Laws. To the extent required by applicable US Data Protection Laws, Trimble may verify that Company’s processing of Trimble Information is in a manner consistent with Company’s obligations under US Data Protection Laws and the terms of the Agreement and this Addendum. Company will promptly notify Trimble if it determines that it can no longer meet its obligations under this Addendum and/or applicable US Data Protection Laws with respect to Trimble Information provided to Company by Trimble or on Trimble’s behalf. To the extent required by applicable US Data Protection Laws, if Trimble reasonably determines that Company is using Trimble Information in a manner not authorized under the Agreement and this Addendum, upon Trimble’s request in writing or by email Company will cease any unauthorized use unless and until remediated, and will reasonably cooperate with Trimble’s remediation efforts. The Parties agree that the provision or other transfer of Trimble Information to Company by Trimble or on Trimble’s behalf does not constitute a sale of such information to, or sharing of such information with, Company. Company represents and covenants (a) that it has implemented and will fully comply with a written information security program containing administrative, procedural, and technical safeguards reasonably designed to protect the security and confidentiality of Trimble Information in Company’s possession or control, and (b) will immediately notify Trimble of any unauthorized access to, disclosure of, or exposure of Trimble Information in Company’s possession or control, will take immediate steps to contain and mitigate the impact of such event, and will keep Trimble apprised of the status and results of its investigation into such event and will fully cooperate with Trimble’s requests for information and assistance with respect to such event.
- 3. Subcontractors.** If Company engages another person to assist it in processing Trimble Information or if any other person engaged by Company engages another person to assist in processing Trimble Information (such other person, a “**Subcontractor**”), Company will notify Trimble of that engagement prior to the commencement of such engagement, and will ensure that such engagement is pursuant to a written contract binding the Subcontractor to observe all of Company’s requirements set forth in this Addendum.
- 4. Data Subject Requests.** Company will promptly notify Trimble of all consumer requests received by it under US Data Protection Laws that relate to Trimble. Company will not respond to any such request directly unless otherwise required

by applicable law. Company will cooperate, and will cause its own service providers, contractors and Subcontractors to cooperate, with Trimble in responding to and taking required action(s) under all such consumer requests, whether by enabling Trimble to respond to and take required action(s) under such requests or by doing so directly on Trimble's behalf, as determined in Trimble's sole discretion. With respect to requests for deletion, upon Trimble's request to delete to Company, Company will pass such request for deletion to its own service providers, contractors, and Subcontractors that may have received or accessed Trimble Information and will ensure that such parties delete Trimble Information within their possession and/or control subject to such consumer request.

- 5. Changes.** US Data Protection Laws remain subject to amendment and regulations that have not yet been promulgated, and other states and the federal government are considering similar laws (all of the foregoing, "**New Privacy Laws**"). Trimble will have the right to modify this Addendum by posting a new version of this Addendum in the Trimble Privacy Center; unless Company objects to such modifications in writing within thirty (30) calendar days of the date such new version is posted, as of the end of such notice period such modified version will supersede this version. Company represents that it will periodically check the Privacy Center for a modified version. If Company timely objects in writing, the Parties shall work together in good faith to discuss and resolve such concerns. If the parties fail to resolve such concerns within thirty (30) calendar days of Trimble's receipt of Company's timely written objection, notwithstanding anything to the contrary in the Agreement Trimble shall have the right to terminate the Agreement at any time without penalty upon written notice to Company.

This Addendum, including any modifications as set forth above, is incorporated by reference into and is made a part of the Agreement. In the event of a conflict between a term or provision of this Addendum and a corresponding term or provision of the Agreement where US Data Protection Laws apply to such term or provision, this Addendum controls.