Beacon Software Purchase & Subscription Terms and Conditions

E-Commerce Checkout Agreement | Version 1.0 | Effective date: 11/1/2026

IMPORTANT: THESE TERMS INCLUDE USE RESTRICTIONS, WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY, AND BINDING ARBITRATION. BY CHECKING THE ACCEPTANCE BOX AND SELECTING "PLACE ORDER," THE PURCHASER AGREES TO THESE TERMS ON BEHALF OF THE CUSTOMER ORGANIZATION AND REPRESENTS THAT THEY ARE AUTHORIZED TO DO SO.

These Beacon Software Purchase & Subscription Terms and Conditions ("Terms") are between BuildOne Partners, LLC ("Provider") and the business organization identified in the online checkout ("Customer"). "Checkout Order" means the electronic order summary accepted at checkout, including the selected Beacon subscription tier, quantities, price, billing frequency, subscription period, and any displayed renewal terms. The completed Checkout Order and these Terms together govern the purchase and use of Beacon. Beacon is a web-based reporting and financial analytics service connected to Customer's Trimble Viewpoint Vista environment ("Service").

Online purchase and acceptance

Before submitting payment or placing an order, Customer will be shown the selected product, quantity, applicable fees and taxes, billing terms, subscription duration, and any renewal or cancellation terms. Customer must review these Terms and affirmatively accept them through an unchecked checkbox. Clicking "Place Order" or the equivalent checkout button submits the Checkout Order and constitutes an electronic signature. Provider may retain the accepted Terms version, timestamp, account and organization identifiers, and transaction record as evidence of acceptance. A purchase is subject to payment authorization and Provider's order confirmation.

If checkout terms expressly conflict with these Terms on pricing, quantities, subscription dates, billing cadence, or renewal, the accepted Checkout Order controls those commercial details. Implementation, consulting, training, or custom development is included only if expressly purchased and otherwise requires a separate agreement or statement of work.

1 Eligibility and accounts

Customer will use the Service only for its internal business purposes and will ensure each Authorized User is at least 18 and authorized to view the information made available. Customer is responsible for provisioning and removing users, maintaining accurate account information, safeguarding credentials, using required authentication controls, and activity under its accounts, except to the extent directly caused by Provider's breach of these Terms. Customer will promptly report suspected unauthorized access to beacon@buildone-partners.com.

2 Subscription and access rights

During the subscription term stated in the Checkout Order, and subject to these Terms, Provider grants Customer a limited, nonexclusive, nontransferable, none sublicensable right for its Authorized Users to access and use the Service and documentation for Customer's internal business operations, within the quantities and scope purchased. No software or intellectual-

property ownership transfers. Provider and its licensors retain all rights in the Service, software, interfaces, designs, methods, documentation, and improvements.

An Order sets the subscription start and end dates, licensed quantities, fees, and any specifically purchased services. Renewal occurs only as stated in the Checkout Order; these Terms alone does not create automatic renewal. Additional users or expanded scope require an accepted Order or other written authorization. Implementation, configuration, custom development, training, and consulting are governed by a separate signed statement of work or agreement when purchased.

3 Fees and payment

Customer will pay the fees, in the currency, and on the schedule in the Checkout Order. For e-commerce purchases, payment is due at checkout unless the Checkout Order expressly authorizes invoicing or another payment schedule. If invoiced, invoices are due 30 days after receipt unless otherwise stated. Undisputed overdue amounts may accrue interest at the lesser of 1% per month or the maximum lawful rate. Customer will notify Provider in writing of a good-faith invoice dispute within 30 days after receipt and pay undisputed amounts when due. Fees are exclusive of applicable sales, use, and similar taxes, which Customer will pay other than taxes on Provider's income. Provider may suspend access for an undisputed amount more than 30 days overdue after at least 10 days' written notice and an opportunity to cure. Fees are nonrefundable except as expressly stated in these Terms or a Checkout Order.

4 Acceptable use

Customer and Authorized Users will not: (a) reverse engineer, decompile, or seek source code or nonpublic APIs, except where law prohibits this restriction; (b) resell, sublicense, rent, distribute, time-share, or provide the Service as a service bureau; (c) bypass access controls, introduce malware, interfere with operation, or conduct penetration, vulnerability, or load testing without prior written authorization; (d) scrape or benchmark the Service for publication or competitive analysis without written permission; (e) use the Service in violation of law, third-party rights, or applicable data-provider terms; or (f) submit data they lack the right to provide or regulated or highly sensitive data that Provider has not expressly agreed in writing to process. Customer will not use Beacon as a system of record, backup, or archival repository.

5 Customer Data and Vista connection

5.1 Ownership and permitted processing

"Customer Data" means information Customer or its users submit, connect, or make available through the Service, including financial and operational data retrieved from its Vista environment, and Customer-specific reports and configurations. As between the parties, Customer owns Customer Data. Customer grants Provider and its affiliates and service providers a nonexclusive right to host, access, reproduce, transmit, display, transform, and otherwise process Customer Data as reasonably necessary to provide, secure, support, maintain, and improve the Service, comply with Customer's instructions and applicable law, and create Usage Data and Aggregated Data as described below. This right lasts while Provider retains Customer Data under these Terms.

5.2 Usage and aggregated information

"Usage Data" means technical, diagnostic, operational, performance, and usage information about the Service. "Aggregated Data" means information derived from Customer Data or Usage Data that

has been aggregated or de-identified so that it does not reasonably identify Customer, an Authorized User, or another individual. Provider may use and disclose Usage Data and Aggregated Data for security, support, analytics, benchmarking, product development, research, and other lawful business purposes, including after termination. Provider will not attempt to re-identify Aggregated Data except to test de-identification or as required by law. Personal information within Usage Data remains subject to applicable privacy law and the Privacy Notice.

5.3 Customer responsibilities

Customer is responsible for the accuracy, legality, and quality of Customer Data; necessary rights, notices, permissions, and consents; its user permissions and connected systems; and appropriate backups of its source data. Customer will maintain the Vista licenses, credentials, connectivity, and permissions needed for the connection. Beacon connects to Customer's live Vista environment on a read-only basis and is not designed to write changes back to Vista. Customer authorizes Provider to retrieve and process Vista data through the connection Customer configures or approves. Customer will reconcile material outputs to authoritative Vista data and source records before relying on them.

5.4 Export and deletion

During the subscription, Customer may export reports or results using then-available export functions. Upon expiration or termination, Provider will make Customer Data available for export for [30 DAYS] upon written request, subject to technical availability and any unpaid undisputed fees, and then may delete or de-identify it. Provider may retain information as required by law, legal hold, dispute resolution, security, or ordinary backup cycles; retained Customer Data remains subject to applicable confidentiality and security duties. Provider does not promise migration of historical beta configurations or reports except as stated in a Checkout Order.

6 Privacy and security

Provider will process personal information in Customer Data in accordance with the Beacon Privacy Notice at [PRIVACY NOTICE URL], applicable law, and any separately signed data-processing addendum. Provider will maintain administrative, technical, and organizational safeguards reasonably designed to protect Customer Data in its possession or control from unauthorized access, acquisition, use, alteration, or disclosure. Provider may update its safeguards if it does not materially reduce overall protection. No particular certification, security standard, or regulatory compliance obligation applies unless expressly agreed in a signed writing.

A "Security Incident" is confirmed unauthorized access to or acquisition of Customer Data in Provider's possession or control that compromises its security, confidentiality, or integrity. Provider will notify Customer without undue delay after confirmation and in any event within the period required by applicable law, provide information reasonably available about the incident, and take reasonable steps to contain and remediate it. Notification may be delayed to the extent permitted by law or reasonably necessary to investigate or prevent further harm. Unsuccessful attempts that do not compromise Customer Data are not Security Incidents.

Customer will protect its devices, networks, Vista environment, credentials, and downloaded information; restrict access to authorized personnel; promptly disable former users; and cooperate reasonably in security investigations. Provider may temporarily suspend or restrict access when reasonably necessary to address a security threat, unlawful use, or a material risk to the Service or other customers. Provider will give notice when reasonably practicable and restore access when the issue is resolved.

7 Third-party services

The Service may interoperate with Vista and third-party hosting, identity, analytics, or other services. Customer must maintain applicable third-party accounts, licenses, permissions, and connectivity. Provider may change service providers in the ordinary course, subject to its obligations under these Terms and any signed data-processing addendum. Provider is not responsible for third-party products or services outside its control, but remains responsible for its own contractual obligations. References to Trimble, Viewpoint, and Vista describe interoperability and do not imply sponsorship or endorsement.

8 Reports and professional judgment

Beacon organizes and displays financial and operational information; it does not provide accounting, audit, tax, legal, investment, lending, or other professional advice. Outputs depend on Customer's source data, configuration, and permissions. Customer is responsible for professional review, reconciliations, internal controls, approvals, filings, disclosures, and business decisions.

9 Confidentiality

"Confidential Information" means nonpublic information marked confidential or reasonably understood to be confidential, including Customer Data and Provider's nonpublic technology, pricing, and roadmap. The recipient will use it only to perform or exercise rights under these Terms, protect it with at least reasonable care, and disclose it only to personnel, contractors, and advisers with a need to know and confidentiality obligations. This duty does not apply to information lawfully known without restriction, independently developed, lawfully received from another source, or public without breach. A recipient may disclose information as legally required after notice where lawful and reasonable cooperation in seeking protection.

10 Feedback

Customer may provide suggestions, requests, error reports, or other feedback. Customer grants Provider a perpetual, irrevocable, worldwide, royalty-free, transferable, sublicensable right to use, modify, and commercialize that feedback without obligation, excluding Customer Data and Customer Confidential Information embedded in it. Provider will handle any such embedded information under these Terms.

11 Support and changes to the Service

Provider will provide standard support through [SUPPORT EMAIL OR PORTAL] during [SUPPORT HOURS AND TIME ZONE]. Any service-level, response-time, availability, or enhanced-support commitment applies only if stated in a Checkout Order or signed support schedule. Provider may update or modify the Service, provided it does not materially reduce the core functionality purchased during the then-current subscription term. Provider may discontinue features that present a legal or security risk or depend on a discontinued third-party service, using reasonable notice where practicable. Provider will send operational notices concerning outages, changes, security, and agreement versions; marketing communications remain subject to law and preferences.

12 Limited warranty and disclaimer

Provider warrants that, during a paid subscription term, the Service will materially conform to its then-current documentation when used as authorized. Customer must report a material

nonconformity with reasonable detail. Provider will use commercially reasonable efforts to correct it; if Provider cannot do so within a reasonable period, Customer may terminate the affected subscription by written notice and receive a prorated refund of prepaid fees for the unused portion. This is Customer's exclusive remedy for breach of this warranty.

EXCEPT FOR THE EXPRESS WARRANTY ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE, DOCUMENTATION, SUPPORT, AND OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." PROVIDER AND ITS LICENSORS DISCLAIM ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND RESULTS. PROVIDER DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OR THAT OUTPUTS WILL REPLACE CUSTOMER'S REVIEW OF AUTHORITATIVE RECORDS. THIS SECTION DOES NOT EXCLUDE WARRANTIES THAT CANNOT LAWFULLY BE DISCLAIMED.

13 Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY NOR PROVIDER'S LICENSORS WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, REVENUE, GOODWILL, OPPORTUNITY, OR SAVINGS, EVEN IF ADVISED OF THEIR POSSIBILITY. THIS EXCLUSION DOES NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS OR EITHER PARTY'S FRAUD, WILLFUL MISCONDUCT, OR LIABILITY THAT CANNOT LAWFULLY BE EXCLUDED.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE FOR THE SERVICE UNDER THE APPLICABLE ORDER DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM. THIS CAP DOES NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS, A PARTY'S FRAUD OR WILLFUL MISCONDUCT, OR LIABILITY THAT CANNOT LAWFULLY BE LIMITED. [COUNSEL TO CONFIRM WHETHER CONFIDENTIALITY, DATA SECURITY, IP INDEMNITY, OR OTHER CLAIMS REQUIRE A DIFFERENT CAP.]

14 Third-party claims

Customer will defend Provider against a third-party claim that Customer Data or Customer's unauthorized or unlawful use of the Service infringes another person's rights or violates law, and pay damages and reasonable costs finally awarded or approved in settlement, to the extent caused by that matter. Provider will defend Customer against a third-party claim that the Service, as provided and used as authorized, infringes a U.S. copyright or trade-secret right, and pay damages and reasonable costs finally awarded or approved in settlement. Provider has no obligation to the extent a claim results from Customer Data, modification not made by Provider, combination with items not supplied by Provider, or use after notice to stop. If the Service is or may be subject to such a claim, Provider may obtain continued rights, modify or replace it, or terminate the affected subscription and refund prepaid fees for its unused portion.

The protected party will promptly notify the defending party, allow it to control the defense and settlement, and provide reasonable cooperation at the defending party's expense. The defending party may not admit fault for or impose a nonmonetary obligation on the protected party without its prior written consent. The protected party may participate with its own counsel at its expense.

15 Term suspension and termination

The Agreement begins upon acceptance and continues while a Checkout Order is in effect. Either party may terminate an affected Order for a material breach not cured within 30 days after written notice, or immediately if the breach cannot reasonably be cured. Either party may terminate if the other becomes subject to insolvency proceedings that are not dismissed within 60 days, to the extent permitted by law. Expiration or termination ends access rights; Customer will stop using the Service and pay fees accrued through termination. If Customer terminates for Provider's uncured material breach, Provider will refund prepaid fees for the unused portion of the affected subscription. Sections concerning accrued payment, ownership, data retention, confidentiality, feedback, disclaimers, liability, claims, disputes, and general terms survive as applicable.

16 Changes to this Agreement

Provider may update these Terms prospectively by giving Customer at least 30 days' notice of a material change. A material change will take effect for Customer at its next renewal unless required earlier by law or to address a material security risk, or unless Customer affirmatively accepts it earlier. If an earlier material change materially and adversely affects Customer, Customer may terminate the affected subscription before it takes effect and receive a prorated refund of prepaid fees for the unused portion. Provider will retain prior versions and acceptance records.

17 Governing law and disputes

Illinois law governs, without regard to conflicts principles. Before commencing arbitration, a party will give written notice describing the dispute and allow 30 days for good-faith resolution. An unresolved dispute arising from these Terms will be resolved by binding arbitration before one arbitrator under the American Arbitration Association Commercial Arbitration Rules in Will County, Illinois, unless the parties agree to remote proceedings. Judgment on the award may be entered in a court with jurisdiction. Either party may seek temporary or injunctive relief in court to protect intellectual property, Confidential Information, or systems. Each party brings claims individually, not in a class, collective, or representative proceeding, and waives a jury trial to the extent permitted by law. Permitted court proceedings will be brought in the state courts of Will County, Illinois, or the United States District Court for the Northern District of Illinois, as jurisdiction allows.

18 General terms and order of precedence

Customer may not assign these Terms without Provider's written consent, except to a successor in a merger or sale of substantially all relevant assets that assumes the obligations and is not a direct competitor of Provider. Provider may assign to a successor in a merger, reorganization, or sale of relevant assets. Neither party is liable for delay caused by events beyond its reasonable control, except payment obligations. Customer will comply with applicable export and sanctions laws. Failure to enforce is not waiver; an unenforceable provision will be modified only to the minimum extent needed, and the rest remains effective. No third party has enforcement rights except Provider's licensors for provisions protecting their rights.

These Terms, the Checkout Order, the Privacy Notice to the extent it addresses processing of personal information, and any separately signed data-processing addendum or Beacon-specific agreement constitute the parties' agreement for the Service. A signed Beacon-specific agreement controls an express conflict; then the signed data-processing addendum controls privacy and data-processing matters within its scope; then the Checkout Order controls commercial terms and any expressly identified exception; then these Terms controls. A purchase order or portal term does not

modify these terms unless signed by Provider's authorized representative. Beta access remains governed by its beta terms through the beta period; these Terms governs production use beginning upon production acceptance and the applicable subscription start date.

Provider may send operational and legal notices to Customer's account email or through the Service; material breach or dispute notices must also be emailed to the designated business contact in the Checkout Order. Notices to Provider must be sent to [LEGAL NOTICE EMAIL] with a copy by nationally recognized overnight courier to [LEGAL NOTICE ADDRESS]. Notices are effective upon confirmed receipt for breach or dispute notices and upon sending or posting for other notices. Each party may update its notice details by notice under this section. Affirmative checkbox acceptance and submission of the Checkout Order constitute electronic acceptance. Customer may download or print these Terms before acceptance and access its current version at [EULA URL OR ACCOUNT LOCATION].