

This Addendum (the “**Addendum**”) applies to and is made a part of the Order Form or other ordering document (“**Order Form**”) entered into between the Trimble legal entity named on that Order Form (“**Trimble**,” “**our**,” “**we**,” and “**us**”) and the customer named on an Order Form (“**Customer**,” “**you**” and “**your**”) (each, a “**Party**,” and together, the “**Parties**”) which Order Form expressly incorporates by reference this Addendum, the Master Terms and Conditions (the “**Master Terms**”), and one or more Supplemental Terms (each, “**Supplemental Terms**”), as well as any other terms referenced on the Order Form (the Order Form with the incorporated terms, any Statements of Work, and any other amendments, addendums, modifications, exhibits and schedules to the foregoing collectively, the “**Agreement**”). For the avoidance of doubt, if Master Terms version 05.2026 or later are incorporated by reference into the Order Form, this Addendum will not apply. This Addendum will have no independent force or effect except as incorporated by reference into an Order Form. By initialing or executing an Order Form, you (by your authorized signatory) confirm that you have read and accept all incorporated terms. Capitalized terms used but not defined in this Addendum will have the meanings given to them elsewhere in the Agreement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

1.1. The following additional definitions are added to the Master Terms:

1.1.1. “**AI Service**” means a service, feature, or capability that utilizes artificial intelligence, machine learning models, or other cognitive technologies to process Transaction Data and/or other data and autonomously or semi-autonomously generate outputs or actions which is offered by or through Trimble. References to Software and Data Services in the definition of “Our Materials and Technology” and “Subscription” shall be construed as also referring to AI Services as well as all Customer-generated agents or automated processes created and/or deployed using an AI Service (“**Customer-Generated AI Agents**”), specifically excluding any Transportation Data used therein.

1.1.2. “**Offering**” means any Software, AI Services, Data Services, or Professional Services. References in the Agreement to Software or a Data Service governed by a Subscription shall be construed as references to any Offering governed by a Subscription.

1.2. The following definitions in the Master Terms are amended to read as follows:

1.2.1. “**Transportation Data**” means information, documents, materials, or other data of any type that is input, transmitted, or provided by a User in connection with an Offering, or that is created or generated through the use of an Offering by you or your Users, including without limitation information or data that is received from an integrated third-party system, solution, service, or service provider. Transportation Data excludes Our Materials and Technology, Usage Data, and Anonymized Data.

1.2.2. “**User**” means any human or non-human identity (including but not limited to individuals, AI agents, and automated processes) given the right by you or on your behalf, or by us in accordance with your or another User’s instructions, to access, use, or otherwise interact with an Offering.

2. **Additional Terms Relating to AI Services.** As between you and us, you will own any original and unique output generated by or for you through the use of an AI Service, subject to Trimble’s underlying ownership of Our Materials and Technology which shall not be owned by you. For the avoidance of doubt, we will not use Transportation Data to develop, train, and improve its AI models and services without your prior consent, provided however that we may use your Transportation Data to train an AI Service included in your Subscription so long as that AI Service which has been trained on your Transportation Data is only made available to you and is not made available to any other Trimble customer.

The suspension right set forth in Section 2.3 of the Master Terms will apply to us of the Offerings provided to you under active Subscriptions. Further, we may monitor usage and restrict, limit, or suspend a User’s access where we reasonably determine that User is using an Offering in a manner that (i) exceeds reasonable request volumes, (ii) constitutes inefficient, excessive or abusive usage, or (iii) disrupts, degrades, or adversely affects the availability or performance of the services for other Users (we will use commercially reasonable efforts to provide written or email notice of any such action as promptly as possible). We will lift such suspension, restriction, or limitation if such issue or failure is cured to our reasonable satisfaction.

YOU ACKNOWLEDGE THAT AI SERVICES ARE PROBABILISTIC TOOLS AND THEIR OUTPUT MAY CONTAIN INACCURACIES, ERRORS, OR MATERIAL THAT IS INCOMPLETE OR OBJECTIONABLE. AI-GENERATED OUTPUT MAY BE SIMILAR OR IDENTICAL TO OUTPUT GENERATED FOR OTHER USERS OF THAT AI SERVICE. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR, AND WILL HOLD TRIMBLE HARMLESS FROM AND AGAINST ANY LIABILITY OR DAMAGES INCURRED BY YOU ARISING FROM, THE REVIEW, VERIFICATION, AND ULTIMATE USE OF ALL AI-GENERATED CONTENT; THE OUTPUT, DECISIONS, AND ACTIONS OF ANY CUSTOMER-GENERATED AI AGENTS OR AI SERVICE; OR THE CONTENT OF ANY THIRD PARTY SYSTEMS YOU CONNECT TO A CUSTOMER-GENERATED AI AGENT OR AI SERVICE. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY AI-GENERATED CONTENT OR ACTIONS.

This Addendum is incorporated by reference into and is made a part of the Agreement. In the event of a conflict between a term or provision in this Addendum and a corresponding term or provision in the Agreement, this Addendum controls. Except as otherwise modified or supplemented by this Addendum, all terms, conditions and provisions of the Agreement will remain in full force and effect.