These API Toolkit Terms of Use (the "**API Terms**") form part of the written or electronic agreement into which these API Terms are expressly incorporated by reference (the "**Agreement**") by and between Trimble Transportation Enterprise Solutions, 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 use of Trimble's application programming interface (API) tools to allow certain of Company's products or services to connect with Trimble's products, solutions and/or systems. In the event of a conflict between a term or provision of these API Terms and a corresponding term or provision of the Agreement, these API Terms control with respect to the license granted hereunder and Company's use of the API Toolkit. These API Terms will have no independent force or effect except as incorporated by reference into an Agreement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** The following definitions also apply to these API Terms. Other defined terms shall have the meanings afforded to them in the Agreement.

    1.1. "**API Toolkit**" means the application program interface ("**API**"), software development kit ("**SDK**"), related Documentation, or other materials (e.g., sample code) made available by Trimble to Company, to enable Company to transfer certain Customer Data between a Trimble Solution and a Connected Application through an Integration.

    1.2. "**Common Customer**" means an active customer of a Trimble Solution who is also an active user of a Connected Application or a product or service accessed through the Connected Application.

    1.3. "**Confidential Information**" means any non-public elements of the API Toolkit and any other information disclosed by Trimble that is marked as confidential or proprietary or that should reasonably be understood to be confidential or proprietary from the circumstances of disclosure.

    1.4. "**Connected Application**" means any application, add-on, connector, or service that has been enabled by Company to transfer Customer Data through the Integration.

    1.5. "**Credentials**" means any login ID(s) and password(s) assigned to Company or its personnel by Trimble in connection with the use of the API Toolkit by Company or its personnel.

    1.6. "**Customer Data**" means certain freight, driver, location, audiovisual, load movement, and other telematics and transportation management system data owned by a Common Customer.

    1.7. "**Integration**" means a Customer Data access and/or sharing integration between a Connected Application and a Trimble Solution enabled through the API Toolkit.

    1.8. "**Intellectual Property Rights**" means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, publicity, database rights and similar rights of any type, including any applications, continuations or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory or judicial authority.

    1.9. "**Laws**" means all applicable laws, rules, regulations or orders, including those relating to data privacy, data transfer, international communications or the import or export of technical or personal data.

    1.10. "**Documentation**" means the documentation for the API Toolkit provided to, or made available to, Company from time to time.

    1.11. "**Trimble Solution**" means a Trimble proprietary hardware, software, cloud-based services, or other product, service or solution with which a Connected Application may interoperate via the API Toolkit and the Integration.

1.12. "**Trimble Trademark Guidelines**" means Trimble's Trademark Guidelines made available on the Trimble corporate website, and any other guidelines provided by Trimble.

2. **Grant of License.** The API Toolkit is licensed to Company and not sold. Subject to Company's compliance with these API Terms and the terms of the Agreement, Trimble hereby grants to Company a non-exclusive, non-transferable, non-sublicensable, non-assignable (except in connection with a permitted assignment of the Agreement as set forth below), revocable, limited license during the Term of the Agreement to use the API Toolkit and Credentials issued to Company solely to build and maintain Connected Applications as expressly permitted by and in accordance with these API Terms, and for the limited purpose(s) expressly set forth in the Agreement. Company may not use the API Toolkit for any other purpose without Trimble's express prior written consent. Company and its personnel shall keep all provided Credentials for the API Toolkit confidential, and shall not share any such Credentials between employees, representatives or other personnel. Company will immediately notify Trimble if Company believes any Credentials for the API Toolkit issued to Company or any of its personnel may have been disclosed or compromised. Company will be responsible for the acts and omissions of its personnel (including without limitation its End Users) in using the API Toolkit. Trimble reserves all rights not expressly granted to Company in these API Terms and the Agreement. Except for the limited rights and licenses expressly granted under these API Terms, nothing in these API Terms grants, by implication, waiver, estoppel, or otherwise, to Company or any third party any Intellectual Property Rights or other right, title, or interest in or to the API Toolkit or the Integration.

   2.1. Use Restrictions. Company may only access and use the API Toolkit as permitted in the Terms. Company covenants that except as expressly authorized under these API Terms, it will not, and will not permit, cause or authorize anyone else to, (a) access or use the API Toolkit except through means and authentication methods provided by Trimble; (b) attempt to circumvent any of the API Toolkit's access or usage limits; (c) access or use the API Toolkit for hosting, service provider or like purposes, or sublicense, sell or grant third parties access to or use of the API Toolkit; (d) access or use the API Toolkit for competitive purposes or to operate Connected Applications that substantially replicate features of the Trimble Solution, or copy, frame or display any elements of any Trimble Solution through a Connected Application; (e) reverse engineer, modify or create derivative works of the API Toolkit or any Trimble Solution; (f) make calls to the API Toolkit or Trimble Solution not driven by bona fide customer requests (except for reasonable testing); (g) publish benchmarks or performance information about the API Toolkit or Trimble Solution; (h) test the capabilities or security of the API Toolkit or any Trimble Solution or disrupt their integrity or performance (including by probing, scanning or testing their vulnerability); (i) access or use the API Toolkit or any Customer Data for any unlawful, infringing or offensive purpose or otherwise in violation of Laws and/or in violation of the customer's scope of consent for use by Company; (j) impersonate any person or entity or otherwise misrepresent Company's affiliation with a person or entity, (k) take any action that might compromise the security or integrity of the API Toolkit or any Trimble Solution; (l) access or use the API Toolkit with any Connected Application or in connection with any product that constitutes, promotes, or is used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities, or to send any malicious code to the API Toolkit or any Trimble Solution; (m) take any action that would subject the Toolkit or any Trimble Solution to any third party terms, including without limitation any "open source" software license terms; (n) remove or obscure any copyright notices from the API Toolkit; or (o) access or use the API Toolkit to integrate any unauthorized application, product, or service to a Trimble Solution. All of Company's access or use rights in these API Terms (including rights to use Trimble's marks) are limited, non-exclusive, non-sublicensable, non-transferable and revocable. Company may permit its independent

contractors with whom it has a bona fide written agreement to provide services to Company related to the Connected Applications to exercise their rights on Company's behalf, but Company remains responsible for their compliance with the Terms and for their acts and omissions.

2.2. Approval Requirements; Rate Limits. All Connected Applications must comply with these API Terms. Trimble may limit Company's access to or use of the API Toolkit to certain Connected Applications and/or Trimble Solutions. Connected Applications are subject to Trimble's ongoing approval in its sole discretion. Trimble reserves the right to test Connected Applications for security, performance and other criteria, and Company will provide Trimble with access to and/or a copy of Connected Applications and other reasonably requested information at any time upon request. The specifics of the approval process, including submission and response timeframes, may be as set forth in the Documentation. Trimble may change its approval processes at any time. Trimble may place limits on access to or use of the API Toolkit (e.g., limits on numbers of API calls or requests, etc.). Further, Trimble may monitor Company's usage of the API Toolkit and limit the number of calls or requests Company may make if Trimble believes that Company's usage (i) is in breach of these API Terms, (ii) may negatively affect Trimble Solutions or Trimble customers, or (ii) may otherwise impose liability on Trimble or its affiliates.

2.3. Use of Marks. Company may use the Trimble name and "Trimble with globe and triangle logo" trademark ("**Trimble Marks**") to identify itself as a Trimble developer and promote its Connected Applications' interoperability with the Trimble Solution through the Integration. Company's use of Trimble Marks shall inure to the benefit of Trimble. Company's use of Trimble Marks must comply with the Trimble Trademark Guidelines at all times, and (without limiting Trimble's other termination rights) Company must promptly cease any use of Trimble Marks upon notice by Trimble. Trimble may (but is not obligated to) use Company's name and logo ("**Company Marks**") to identify it as a Trimble developer and to market and promote Company's Connected Applications' interoperability with the Trimble Solution through the Integration.

2.4. Trimble Support; Updates to the API Toolkit. Trimble will provide Company with support for the API Toolkit in the same manner it provides to all users of the API Toolkit generally, which may include web-based support and/or email support. Trimble has no obligation to provide any maintenance or support for the API Toolkit or Company's Connected Applications, or to fix any errors or defects. From time to time, Trimble may change the API Toolkit ("**Updates**") and future versions of the API Toolkit may not be compatible with Company's Connected Applications built using previous versions. Trimble typically makes these changes as part of its overall developer program and is unable to provide notice of the changes to developers individually. Trimble will have no liability resulting from these changes. Company's continued use of the API Toolkit following an Update constitutes binding acceptance of the Update. Company agrees that it will, as promptly as possible using the same degree of error resolution and mitigation it uses with similar internal data systems, implement updated code or other changes to the API Toolkit (e.g., security fixes) provided by Trimble from time to time.

3. Company Responsibilities.

3.1. Connected Application Support. Company is solely responsible, at its own expense, for its Connected Applications (including their operation and support) and its relationships and agreements with users (including Common Customers) regarding its Connected Applications. Company will provide users with reasonable web-based and/or email support for its Connected Applications. Company will also provide Trimble with a current email address to which Trimble may direct end user inquiries about Connected Applications and designate a support contact (name and email address) for Trimble personnel.

3.2. Customer Data; Application Terms. Company may access Customer Data through a Connected Application only to the extent enabled and authorized by the Common Customer and as necessary to provide Company's Connected Applications to that Common Customer, or as

otherwise permitted under these API Terms or the Agreement. Company will ensure that all Customer Data is collected, processed, transmitted, maintained and used in accordance with (i) Company's agreement with the Common Customer and a legally adequate privacy policy (collectively "**Company Application Terms**"), (ii) appropriate notices to and consents from Common Customers, (iii) all Laws, and (iv) industry-standard technical, administrative and physical security measures that protect the security and privacy of all Customer Data.

3.3. Confidentiality. Company will (i) maintain Confidential Information in confidence (using at least the same measures as for its own confidential Information, and no less than reasonable care) and not divulge it to any third party and (ii) only use Confidential Information to fulfill its obligations under these API Terms and the Agreement. Confidential Information does not include any information that: (a) is or becomes generally known to the public; (b) was known to Company before its disclosure by Trimble or (c) is received from a third party, in each case without breach of an obligation owed to Trimble or anyone else. If Company is compelled by Law to disclose Confidential Information, Company must provide Trimble with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance if Trimble wishes to contest the disclosure. If Company breaches or threatens to breach this Section 3.3 (Confidentiality), it could cause substantial harm for which damages are inadequate and Trimble will have the right to seek injunctive relief in addition to other remedies without the need to prove actual damages or to post a bond in connection therewith.

3.4. Data Privacy. In the event Company is given the right to access or retrieve personal information as part of Customer Data, the Trimble "Vendor and Partner US Data Processing Addendum" located at https://dl.trimble.com/www/us_dpa_vendor_and_partner.pdf (the "**Vendor/Processor DPA**") is hereby incorporated by reference and is made a part of these API Terms as if physically set forth herein with respect to Company's receipt or processing of personal information as a service provider, contractor, or third party (as such terms are defined in the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, and Company agrees to comply with the Vendor/Processor DPA.

3.5. Security Breaches. In the event of any suspected or actual security breach affecting any of Company's Connected Applications, Customer Data, the API Toolkit or any Trimble Solution, Company must immediately notify Trimble (via https://incidents.trimble.com/cyber-security or a successor website) and cooperate with Trimble to remediate the issue and mitigate its effects. Company must obtain Trimble's express prior approval in writing or by email for any security breach notifications to Common Customers that refer directly or indirectly to Trimble.

3.6. Trimble Solution Terms. Use of a Trimble Solution requires each Common Customer to enter into an agreement for use of the Trimble Solution ("**Trimble Solution Terms**"). Company will not facilitate or encourage any Common Customer to violate the Trimble Solution Terms. If Trimble receives any data from a Connected Application on a Common Customer's behalf, the received data will be subject solely to the Trimble Solution Terms with the applicable Common Customer, and such received data will no longer be subject to Company's own terms with the Common Customer.

3.7. Connected Application Fees. Company may not directly or indirectly charge end users of a Connected Application for use of, or access to, the functionality of the API Toolkit or the Connected Customer Data Integration. If Company charges any fees for the Connected Applications, Company is solely responsible for collecting those fees independently from Trimble. Company is also responsible for any related refunds or liabilities to Common Customers. For clarity, these API Terms grant Company no right to distribute or resell the API Toolkit or any Trimble Solution.

3.8. Attribution. Company will comply with all attribution requirements, if any, set forth in the Documentation or otherwise provided by Trimble.

3.9. Compliance. Trimble may (but is not required to) monitor Company's access or use of the API Toolkit and how Company's Connected Application interacts with Trimble Solutions, including to ensure Company's compliance with these API Terms. Company will cooperate with any reasonable inquiries of Trimble, and, upon request, provide Trimble with proof of compliance.

4. **Ownership.** Neither Party grants the other any rights or licenses not expressly set out in these API Terms. Company retains its rights in its Connected Application and the Company Marks (including goodwill associated with the Company Marks), except to the extent incorporating any Trimble technology or intellectual property. Trimble and its licensors retain all ownership and other rights (including intellectual property rights) in the API Toolkit, Trimble Marks (including goodwill associated with the Trimble Marks), and Trimble Solutions. Company may choose to share with Trimble suggestions, enhancement requests, recommendations, or other feedback regarding the Trimble Solution, API Toolkit, and Trimble (collectively, "**Feedback**"). If Company provides Trimble with Feedback, Company grants to Trimble and its affiliates a royalty-free, worldwide, irrevocable, perpetual non-exclusive license to use Feedback for any purpose without restriction or obligation, and Trimble is not obligated to keep any such Feedback or contributions confidential (even if Company tells Trimble they are confidential).

5. **Term and Termination.** The term of the license granted hereunder commences on the effective date of the Agreement and will continue in effect the earlier of (a) the termination or expiration of the Agreement, or (b) the termination of the license in accordance with these API Terms. Company may terminate its license by providing written or email notice to Trimble. In addition, the license provided under these API Terms will terminate immediately and automatically without any notice if Company violates any of the terms and conditions of these API Terms. Upon termination of the license granted under these API Terms for any reason, (i) the license and all rights granted to Company under these API Terms will terminate, (ii) Trimble will cease providing Company with access to and use of the API Toolkit, (iii) Company will continue to provide its Connected Applications in accordance with these API Terms for ninety (90) calendar days for the benefit of currently deployed end users, and (iv) except as necessary with respect to (iii), Company must cease using, destroy, and permanently erase all copies of the API Toolkit from all devices and systems it directly or indirectly controls. Any terms that by their nature are intended to continue beyond the termination or expiration of these API Terms will survive termination. Termination will not limit any of Trimble's rights or remedies at law or in equity. Trimble will have no obligation or liability resulting from termination or suspension of these API Terms in accordance with its terms.

   Trimble shall also have the right to suspend Company's access to the API and the ability of the Company Solutions to utilize the API Toolkit if the acts and omissions of Company or its personnel using the API Toolkit, or users of the Company Solution, threaten the integrity or security of the API Toolkit, the Integration, Trimble Solutions, or Trimble's systems or networks, provided that Trimble shall promptly restore access to the API Toolkit once such acts or omissions have ceased or the corresponding integrity or security concerns have otherwise been mitigated.

6. **Representations, Warranties and Covenants.** Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under these API Terms, including without limitation the right to bind any party it purports to bind to these API Terms; and (ii) the execution, delivery and performance of these API Terms by that Party does not conflict with any other agreement to which it is a Party or by which it is bound. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARDS TO THESE API TERMS, INCLUDING WITHOUT LIMITATION MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE.

7. **Risk Allocation.** THE LIMITATIONS IN THIS SECTION 7 ARE BARGAINED FOR AND BASED ON THE NEGOTIATED PRICING AND OTHER TERMS PROVIDED HEREIN, AND WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. ANY CLAIM COMPANY MAY HAVE ARISING OUT OF OR RELATING TO THESE API TERMS MUST BE BROUGHT WITHIN TWO (2) YEARS AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

   7.1. **Indemnity.** Company agrees to indemnify, defend, and hold harmless Trimble, its affiliates, and their respective officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, in connection with a third party claim, action, suit or proceeding, which arises from or relates to the use or misuse of the API by Company or its Representatives. In the event of a claim subject to indemnification under this Section 7.1 (a "**Claim**"), the applicable party seeking defense and payment with respect to a Claim (the "**Defended Party**") against it shall do the following: (i) provide to Company written notice of any such Claim promptly following the Defended Party's receipt of notice of such Claim (provided that failure to provide such notice shall not relieve Company of its obligations, except to the extent Company has been materially prejudiced by such failure); (ii) grant to Company the exclusive right to defend any such Claim and make settlements thereof at Company's own discretion (except that Company shall obtain the Defended Party's express prior written approval for any settlement that requires any action or forbearance, ongoing performance or any admission of liability on the part of the Defended Party); and (iii) provide such assistance and information as Company may reasonably require to settle or oppose such Claims. The Defended Party may, however, participate in the defense or settlement of such Claim at its own expense and with its own choice of counsel.

   7.2. **Disclaimers.** THE API TOOLKIT IS PROVIDED "AS IS" AND TRIMBLE SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TRIMBLE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. TRIMBLE MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE RELATED TO AVAILABILITY, RELIABILITY, ACCURACY, COMPLETENESS, PERFORMANCE OR QUALITY OF THE API TOOLKIT AND TRIMBLE SOLUTIONS, THAT TRIMBLE WILL CONTINUE TO OFFER ANY ELEMENT OF THE API TOOLKIT OR TRIMBLE SOLUTIONS, OR THAT ACCESS TO OR USE OF THE API TOOLKIT WILL BE SECURE, TIMELY, UNINTERRUPTED, ERROR-FREE OR MEET COMPANY'S REQUIREMENTS OR EXPECTATIONS, ACHIEVE INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ALL SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. Company may have other statutory rights, in which case the disclaimers above will apply to the full extent permitted by law.

   7.3. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL TRIMBLE BE LIABLE TO COMPANY OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR (a) ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE API; OR (b) ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF ONE THOUSAND US DOLLARS (US $1,000) EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Company acknowledges and agrees that this Section 7.3 (Limitation of Liability) reflects a reasonable

allocation of risk and will apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, and that Trimble would not enter into these API Terms without these liability limitations. This Section 14 (Limitation of Liability) will survive notwithstanding any limited remedy's failure of essential purpose.

8. **Other Provisions.**

   8.1. **Independent Development.** Trimble develops a variety of products and services and works with many other developers and partners, and either Trimble or these third parties could in the future develop (or already have developed) products, services, concepts or features similar to its Connected Applications. Nothing limits Trimble's right to do so, though this Section itself does not grant Trimble any license under Company's intellectual property rights.

   8.2. **Usage Data.** In addition to Trimble's other rights, Trimble may collect certain data and information regarding Company's access or use of the API Toolkit, including data about Company's data pulls or requests, its Connected Applications and the Connected Customer accounts that Company accesses (collectively, "**Usage Data**"). Trimble and its affiliates may use and exploit Usage Data for any purpose in connection with operating, improving and supporting the API Toolkit and the operation of our businesses.

   8.3. **Open Source Software.** Certain code in the API Toolkit may be licensed under or include components subject to "open source" software terms ("**OSS**"). The OSS licenses may grant Company additional rights to the OSS code itself and allow it to use the OSS outside of our API Toolkit. To be clear, though, when Company uses the OSS as part of the Trimble Toolkit, it must comply with these API Terms.

   8.4. **Publicity.** Neither Party may issue a press release regarding the subject matter of these API Terms without the other Party's express prior written consent.

   8.5. **Governing Law and Venue; Waiver of Jury Trial.** These API Terms and Company's use of the API Toolkit will be governed exclusively by, and construed and enforced exclusively in accordance with, the laws of the State of Delaware, United States of America, without regard to or application of its conflicts-of-laws provisions. Any legal proceeding arising out or relating to these API Terms and/or Company's use of the API Toolkit will be subject to the sole and exclusive jurisdiction of the United States District Court for the District of Delaware or any state court sitting in the State of Delaware, to the exclusion of all other courts and venues, and each party irrevocably consents to the sole and exclusive jurisdiction and venue of such courts and waives any right to object thereto. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE API TERMS, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS API TERMS, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

   8.6. **Assignment.** Company may not assign or otherwise transfer the license provided under these API Terms to any third party without Trimble's express prior written consent. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their successors and permitted assigns. Any assignment, transfer, or attempted assignment or transfer by Company in violation of the terms of these API Terms will be void and of no force or effect and will constitute a material breach of these API Terms.

   8.7. **Changes to the API Terms**. Trimble may modify these API Terms from time to time. Trimble will use reasonable efforts to notify Company of modifications as provided in Section 8.8 below. Company's authorized representative may be required to click through the modified API Terms to show its acceptance and in any event Company's continued access or use of the API Toolkit after the modification constitutes its acceptance of the modifications. If Company does not agree

to the modified API Terms, its sole remedy is to terminate its access and use of the API Toolkit as described in Section 5 (Term and Termination).

8.8. Notices. Except as set out in these API Terms, any notice or consent under these API Terms must be in writing and will be deemed given upon delivery either: (a) by personal delivery, or (b) by an internationally reputable commercial overnight delivery service. If to Trimble, notice must be provided to Trimble Transportation Enterprise Solutions, Inc., ATTN: Legal – Contract Notices, 6085 Parkland Boulevard, Mayfield Heights, OH 44124, USA, with a copy to Trimble Inc., ATTN: General Counsel – Important Notice, 935 Stewart Drive, Sunnyvale, CA 94085, USA. If to Company, Trimble may provide notice to the address provided in the Agreement. Notice will be deemed effective upon delivery or refused delivery attempt (as evidenced by the delivery receipt). Either party may update its address with notice to the other party. Trimble may also send general and operational notices to Company by email or otherwise electronically.

8.9. Export Restrictions. Company acknowledges that the API Toolkit is subject to export restrictions by the United States government and import restrictions by certain foreign governments. Company will not, and will not allow any third-party to, remove or export from the United States or allow the export or re-export of any part of the API Toolkit or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, Laws of any United States or foreign agency or authority. Company warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The API Toolkit is further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government. Company will defend, indemnify and hold Trimble harmless against any liability (including attorneys' fees) arising out of Company's failure to comply with the terms of this provision. Company's obligations under this paragraph will survive the termination of these API Terms for any reason whatsoever.

8.10. Miscellaneous. These API Terms set forth the entire understanding between the parties with respect to the subject matter thereof, and supersedes any and all prior or contemporaneous proposals, communications, agreements, negotiations, and representations, whether written or oral, regarding the subject matter thereof. Each Party will be excused from performance hereunder and not be liable to the extent that performance is prevented, delayed or obstructed by causes beyond its reasonable control. No waiver of any provision or breach of these API Terms (a) will be effective unless made in writing, or (b) will operate as or be construed to be a continuing waiver of that provision or breach. In the event any portion of these API Terms is held to be invalid or unenforceable, that portion will be construed as nearly as possible to reflect the original intent of the parties, or if that construction cannot be made, the provision or portion thereof will be severable from these API Terms, provided that the same will not affect in any respect whatsoever the remainder of these API Terms. Company agrees that no provision of the Uniform Computer Information Transactions Act ("**UCITA**") is intended to apply to the interpretation of these API Terms, whether or not UCITA is enacted in Delaware. References to a section shall include references to all subsections thereof, unless otherwise expressly noted.