

Last Updated: January 1, 2023

These Appian Support & Maintenance Terms (the “**Terms**”) apply to and are made a part of each Quote or Order Form entered into between Trimble Maps, Inc., a Trimble company, with principal offices at 1 Independence Way, Princeton, NJ 08540, United States of America (“**Trimble**”, “**our**”, “**we**”, and “**us**”) and the customer named on that Quote or Order Form (“**Customer**,” “**you**” and “**your**”) (each, a “**Party**,” and together, the “**Parties**”) which Quote or Order Form expressly incorporates by reference these Terms (the Quote or Order Form and these Terms collectively, the “**Agreement**”). These Terms will have no independent force or effect except as incorporated by reference into an Order Form. The Agreement is the agreement between the Parties for support and maintenance services for the Appian software separately licensed by you under an agreement between you and Trimble (the “**License Agreement**”). These Terms supersede any support & maintenance terms in your License Agreement. By initialing or executing an Order Form, you confirm your acceptance of these Terms. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. Definitions. The following definitions apply to these Terms:

A.1. “Your Licensed Software” means the Appian software and add-ons licensed by you under a License Agreement.

A.2. “Support and Maintenance Services” are the Software Support Services and Software Maintenance Services provided by us pursuant to the Agreement.

A.2.1. “Software Support Services” means (i) technical or operational assistance related to Your Licensed Software (including enhancements) provided by us in response to your direct specific questions to our support team, and (ii) corrections or other remedies provided by us for any programming errors attributable to Your Licensed Software which significantly hinder your appropriate use of Your Licensed Software. If you use Software Support Services for training, we reserve the right to charge you for such use at our standard professional services hourly rate upon notice to you. You agree to provide us with assistance in providing support to you, such as providing sufficient information to us so that service issues reported by you may be consistently reproduced.

A.2.2. “Software Maintenance Services” means the delivery of releases of program modifications and enhancements to the licensed version of Your Licensed Software (“**Software Updates**”), if and when such updated versions are made available by us. For the avoidance of doubt, Software Updates exclude new products, add-on modules for Your Licensed Software, or additional components or subscriptions which are designed to add additional features or functionality to Your Licensed Software and which are offered by us on a license or subscription basis separate from Your Licensed Software (“**Additional Products**”). We expressly reserve the right to condition the availability of optional, non-standard improvements, additions and revisions to Your Licensed Software upon payment of additional amounts to be agreed upon by the Parties. You agree to accept and install all Software Updates to Your Licensed Software promptly following release. In addition, if we release a Software Update to Your Licensed Software (regardless of customization) to address a critical security vulnerability, you will install such update as soon as possible, and will hold us harmless from any loss, damage or liability arising from or related to your failure to install such update.

A.3. “Your Infrastructure” means the hardware and network infrastructure and associated connectivity and systems used by you to host and operate Your Licensed Software (e.g., internal services network, network connectivity, and data center power/HVAC systems).

B. In General. Pursuant to the Order Form, you have purchased a subscription to Software Support Services and Software Maintenance Services for the current version of Your Licensed Software, and any customizations or modifications thereto made by us (the “**Support Subscription**”). Versions of Your Licensed Software below the current version will be supported for a period of twelve (12) months from the release date of the current version. These Terms also apply to support & maintenance services purchased with a subsequently purchased perpetual license to Additional Products. For the avoidance of doubt, a Support Subscription must be purchased separately for each package or module for Your Licensed Software licensed by you.

B.1. Incident Classification and Handling. Incidents reported to us via support calls will be classified and handled by us in accordance with the following table:

Severity Level	Description	Handling Procedure
Critical	<p>A situation is stopping you from using Your Licensed Software to run your business. Examples:</p> <ul style="list-style-type: none"> ○ Critical functionality is not available. The application(s) cannot continue because a vital feature is inoperable. ○ You cannot pay their drivers. ○ You cannot run dispatch. 	<p>These incidents are presented immediately to your primary client support specialist. He or she will assess the situation and either resolve it or seek immediate assistance from our appropriate resources. All necessary and available resources will be dedicated to the issue until it is resolved. If not resolved within four (4) hours, our management will be notified.</p>
High	<p>You have a serious situation that has no immediate workaround, but does not hinder or preclude full daily operation. Examples:</p> <ul style="list-style-type: none"> ○ Orders are not appearing in rating and billing. ○ You cannot close an accounting period. <p><i>Note: Excludes performance degradation due to improperly sized/configured hardware, Internet connections or inadequate resources to handle network traffic.</i></p>	<p>These incidents are presented immediately to your primary client support specialist. He or she will assess the situation and either resolve it or seek the assistance from our appropriate resources. We will use commercially reasonable efforts to respond to these incidents within four (4) hours of notice thereof and will use diligent commercially reasonable efforts during normal business hours to resolve the problem. If upon review it is determined to require a program fix that cannot be developed quickly, we will attempt to identify and communicate a temporary workaround to you.</p>
Medium	<p>You have an issue causing concern, but not hindering daily operation. Examples:</p> <ul style="list-style-type: none"> ○ Miles are not calculating as expected. ○ Rates are not “hitting” as expected. 	<p>Your primary client support specialist is notified of the issue. If there is enough information, the issue is passed to our Quality Assurance (QA) team for assessment. Our QA team will attempt to replicate the issue, and if replicated by us, will use diligent commercially reasonable efforts to resolve it. If they are unable to do so, the call will be entered into the schedule and assigned to the appropriate personnel for resolution. We will address and resolve the problem in a future feature or maintenance release of Your Licensed Software as determined by us.</p>
Low	<p>As a general rule, these are situations dealing with cosmetic changes to Your Licensed Software. Small items and things thought of as “nice to have, but not essential” would be in the category. Examples:</p> <ul style="list-style-type: none"> ○ Settlement is spelled “Ettlement”. ○ Error messages displaying incorrectly. 	<p>These incidents are forwarded to our QA team for assessment and disposition. If a change is determined to be warranted, we will add such change to the list to be addressed in an upcoming feature or maintenance release of Your Licensed Software as determined by us.</p>

B.2. Professional Services. In the event professional services in connection with Your Licensed Software are requested by you and we agree to provide such professional services, such services will be provided at our then-standard published rates set forth in the Order Form, pursuant to a mutually executed professional services agreement and SOW.

C. Term. The initial term of your Support Subscription will be for the period specified in the Order Form. Your Support Subscription will automatically renew for successive one (1) year renewal terms unless either party provides at least ninety (90) calendar days prior written notice of non-renewal. We may suspend or terminate Support and Maintenance Services in the event of your default or breach of these Terms or of the license terms for Your Licensed Software. If your Support Subscription terminates or expires, we reserve the right to refuse reinstatement.

D. Fees. The annual fee for your Support Subscription will be Eighteen Percent (18%) of the then-current list price of Your Licensed Software (or the relevant Add-On as appropriate), plus all customization fees incurred, future software purchases and system licensed upgrades.

Support Subscription fees shall be invoiced to you in advance of the initial subscription term and each renewal subscription term. Amounts are invoiced and payable in US Dollars by check or wire transfer and are due thirty (30) calendar days from the date of invoice. Payments not received by us by the due date will bear interest at the lesser of 1% per month or the maximum rate permitted by applicable law. If you do not object in writing to an invoiced amount by the payment due date specified on the invoice, you will be deemed to have acknowledged the correctness of that invoice and to have waived your right to dispute that invoice. A dispute as to a portion of any invoice or amount owed will give you the right only to withhold or delay payment of only the disputed portion of that invoice or amount owed. You and we will use diligent good faith efforts to resolve any payment dispute within thirty (30) calendar days of the date the dispute was first raised. If you fail to pay any invoice not contested in good faith or if you fail to use diligent good faith efforts to resolve a payment dispute, following notice of delinquency or failure and a five (5) business day opportunity to cure, Trimble may suspend the provision of Software Support Services and Software Maintenance Services until such delinquency or failure is fully cured. You will be solely responsible for all sales, use or other taxes applicable to our provision of Software Support Services and Software Maintenance Services (excluding taxes based upon our net income). You will be responsible for all costs and expenses, including attorney's fees, incurred by us in connection with the collection of any delinquent amounts. As of the start of each renewal subscription term, we may increase your annual Support Subscription fee by an amount equal to the sum of (a) the increase in the Bureau of Labor Statistics Consumer Price Index, Subgroup "All Urban Consumers (CPI-U) All Items Less Food and Energy" for the most recently published 12 month period preceding the date on which the increase is calculated plus (b) two (2) additional percentage points.

E. Your Modifications. You will notify us in writing of any modifications made to the Your Licensed Software by you or on your behalf ("**Your Modifications**"). We are not responsible for maintaining or supporting Your Modifications, or for maintaining or supporting the portions of Your Licensed Software affected by Your Modifications. Troubleshooting, fixes, reconfiguration, reinstallation, and other work that we agree to provide in our sole discretion resulting from the acts or omissions of you or your employees, contractors or agents (e.g., errors introduced in system changes) and/or from Your Modifications are outside of the scope of Support and Maintenance Services and will be billed to you at our standard time and materials rate, and you agree to pay such charges.

F. Support Hours. Software Support Services will be performed as determined by us during standard support hours set forth below (excluding statutory and governmental holidays). With the exception of warranty services performed to your software license agreement, all non-critical Software Support Services which we agree to provide outside of standard support hours shall be billed at our then-current standard premium rate(s).

Product Family	Standard Support Hours <i>(Monday-Friday, excluding statutory and governmental holidays)</i>
Appian	8:00am to 6:00pm ET

G. Changes to Terms. We reserve the right to amend or modify these Terms. In the event of an amendment or modification, we will provide you with notice of the amendments and/or modifications (the "**Updated Terms**") at least thirty (30) calendar days before the end of the then-current Subscription term, which notice may be provided to you by email or via your renewal invoice. The Updated Terms will become effective as of the commencement of the next renewal Subscription term, and as of such date you shall be deemed to have accepted the Updated Terms, and agree that the Updated Terms shall be automatically adopted and ratified by both parties as if physically executed by both parties, and automatically incorporated by reference into and made a part of the Agreement. If you do not agree to the Updated Terms, you may terminate your Support Subscription by providing us with written notice within thirty (30) calendar days of your receipt of our notice of the Updated Terms. You agree that our continued provision of Software Support Services and Software Maintenance Services to you is good and valuable consideration for your acceptance of the Updated Terms,

and your election to allow your Subscription to continue constitutes your acceptance of the Updated Terms. Except as set forth above, no modification, addition or amendment to the Agreement shall be valid or binding unless made in writing and physically signed by the Parties to the Agreement.

- H. Governing Law and Venue; Waiver of Jury Trial.** The Agreement 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 the Agreement will be subject to the sole and exclusive jurisdiction of any federal or 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 the federal and state courts sitting in the State of Delaware 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 THE AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- I. Miscellaneous.** The Agreement sets forth the entire understanding between the Parties in connection with the provision of Software Support Services and Software Maintenance Services for Your Licensed Software and any , and supersedes all prior or contemporaneous proposals, communications, agreements, negotiations, and representations, whether written or oral, regarding the subject matter thereof. There are no third party beneficiaries under the Agreement. We may utilize subcontractors in the performance of our obligations under the Agreement, and we will be responsible for the acts and omissions of our subcontractors in their performance of our obligations thereunder. No waiver of any provision or breach of the Agreement (a) will be effective unless made in writing, or (b) will operate as or be construed to be a continuing waiver of such provision or breach. Regardless of which Party may have drafted the Agreement, no rule of strict construction will be applied against either Party. In the event any portion of the Agreement is held to be invalid or unenforceable, such portion will be construed as nearly as possible to reflect the original intent of the Parties, or if such construction cannot be made, such provision or portion thereof will be severable from the Agreement, provided that the same will not affect in any respect whatsoever the remainder of the Agreement. You may not assign or otherwise transfer the Agreement to any third party without our express prior written consent. Subject to the foregoing, the Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their successors and permitted assigns. Any actual or attempted assignment or transfer by you in violation of the terms of the Agreement will be void and of no force or effect and will constitute a material breach of the Agreement. Except for payment obligations, neither Party will be liable for a failure to perform hereunder to the extent that performance is prevented, delayed or obstructed by causes beyond its reasonable control. Any notification of any event required pursuant to the Agreement will be in writing, will reference the Agreement, and will be personally delivered or sent by nationally or internationally recognized express courier to the other Party at the address set forth on the Order Form, ATTN: Legal. Notice will be deemed effective upon delivery or refused delivery attempt (as evidenced by the delivery receipt). The Parties have specifically requested that the Agreement be drafted in English. *Les Parties ont spécifiquement demandé à ce que cette entente soit rédigée en anglais.* If there is a conflict between versions of the Agreement in any other language, the English language version controls. Each Party is an independent contractor of, and is not an employee, agent, fiduciary or authorized representative of, the other Party. The Agreement may be executed in several counterparts and by each Party on a separate counterpart, each of which, when so executed and delivered will be an original, but all of which together will constitute but one and the same instrument. A fax signature, digital signature, or electronic signature delivered through other means (e.g., email) shall have the same force and effect as an original ink signature.