

**Last Updated:** April 1, 2026

These Supplemental Terms for PC\*Miler and Maps Platform (the “**Supplemental Terms**”) apply to and are made a part of each agreement or other document entered into between (a) the Trimble legal entity named on that agreement or other document (“**Trimble**”, “**our**,” “**we**”, and “**us**”) and the company or entity named on that agreement or other document (“**you**” and “**your**”, and “**Customer**” as defined below) (each, a “**Party**,” and together, the “**Parties**”) which agreement or other document expressly incorporates by reference the OneMap Terms and Conditions (the “**Master Terms**”) and these Supplemental Terms (the agreement or other document together with the Master Terms, these Supplemental Terms, any related Statements of Work, and any other amendments, addendums, modifications, exhibits and schedules collectively, the “**Agreement**”). These Supplemental Terms will have no independent force or effect except as incorporated by reference into an Ordering Document. Capitalized terms used by not defined in these Supplemental Terms will have the meanings afforded to them in the Master Terms.

PLEASE READ THESE SUPPLEMENTAL TERMS CAREFULLY, AS THEY FORM PART OF A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US FOR THE SUBSCRIPTIONS AND/OR SERVICES SPECIFIED ON THE ORDERING DOCUMENT. YOU HEREBY AGREE AND ACKNOWLEDGE THAT THESE SUPPLEMENTAL TERMS FORM A PART OF, AND ARE INCORPORATED BY REFERENCE INTO, THE ORDERING DOCUMENT, AND SHALL BE BINDING ON YOU AS IF YOU HAD PHYSICALLY SIGNED THESE SUPPLEMENTAL TERMS. PLEASE PRINT A COPY OF THESE SUPPLEMENTAL TERMS FOR YOUR RECORDS.

BY SIGNING THE ORDERING DOCUMENT INTO WHICH THESE SUPPLEMENTAL TERMS ARE INCORPORATED BY REFERENCE, THE PERSON SIGNING THAT ORDERING DOCUMENT ON YOUR BEHALF REPRESENTS AND WARRANTS THAT HE/SHE/THEY HAVE READ THESE SUPPLEMENTAL TERMS CAREFULLY, AND IF THE CUSTOMER IS NOT THE PERSON SIGNING THE ORDERING DOCUMENT, THAT THE PERSON SIGNING THE ORDERING DOCUMENT, HAS THE REQUISITE AUTHORITY TO BIND THE CUSTOMER TO THE ORDERING DOCUMENT WHICH INCORPORATES THESE SUPPLEMENTAL TERMS.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **1. Definitions.**

- 1.1. “Interfacing Application”** means your product or service which has been integrated with Trimble’s Software to which you have a Subscription using Trimble’s API Toolkit.
- 1.2. “PC\*Miler”** is a desktop or server-based application (PC\*Miler Web) to calculate routes and mileage for back-office applications such as cost estimations, payment and auditing of logistics. It is typically used by large corporations, shipping organizations, carriers and third-party logistics companies to estimate the mileage and costs for moving goods between locations.
- 1.3. “PC\*Miler Web Services”** means services allowing for simple route planning and deployment of planned route to a connected CoPilot licensed application with single search capability.
- 1.4. “Trimble MAPS Platform”** means the Trimble map-centric development platform, with routing, mapping and geocoding API’s specifically designed for commercial vehicles.
- 1.5. “Web Tools”** means FleetPortal, Content Tools, MapExact and RouteSync web based applications collectively.

**2. Grant of License.** Subject to the terms, conditions, use limitations and payment of fees as set forth in this Agreement, Trimble grants you a license (the “**License**”) to install and use, on computers operated and controlled by you only, the Subscriptions and Services described in the Ordering Document, interfaced to your hosted interfacing applications listed to us, for purposes of using as described herein for your End Users. Licensed uses and restrictions provided to End Customer for End Customer’s use of may change from time to time, and End Customer acknowledges that the provision of any service at any given point in time does not constitute a promise by Trimble to continue to provide such service in the future, provided that no such changes shall materially adversely affect the utility of the subject product.

**2.1. Single Desktop User.** If an End Customer has a Single User Subscription to PC\*Miler and/or Trimble Maps Platform, then the End Customer may only install and use the Software on the number of computer(s) specified in the applicable Ordering Document by only one (1) End User. Such computer must either not be connected to a computer network, or connected in such a manner that other potential users on the network cannot access PC\*Miler on other connected computers.

**2.2. Multi-User Network.** An End Customer may install and use PC\*Miler and/or Trimble Maps Platform on the specified numbers of production and non-production servers (zero if blank), using middleware such as Citrix or Terminal Server if checked, and interfacing to the named application(s), for direct and/or indirect use by the specified number of simultaneous end users.

- 2.3. Enterprise License.** If an End Customer has an enterprise-level Subscription to to PC\*Miler and/or Trimble Maps Platform, then the End Customer may reproduce, install, and use PC\*Miler and/or Trimble Maps Platform on any or all computers.
  - 2.4. Application License.** If an End Customer has an application-level Subscription to to PC\*Miler and/or Trimble Maps Platform, then the End Customer may reproduce, install, and use PC\*Miler and/or Trimble Maps Platform on any or all computers, and interface such Software to any and all applications that are operated and controlled by that End Customer.
  - 2.5. FUM.** The fees specified for Enterprise, Application, and Multi-User Network licenses may be based on the size of your and your End Customers' business managed by that application as of the Effective Date of this Agreement as specified in the Order Form as "freight under management" ("FUM"). If the size of your and your End Customers' business managed by that application increases by five percent (5%) or more from the FUM amount set forth in the Order Form, you will promptly notify us and agree to a proportional increase in Subscription fee(s).
- 3. Access Rights.** The License permits End Customer to provide access (either directly or indirectly through End Customer's interfacing application(s)) to the Subscriptions and Services specified in the Ordering Document:
    - 3.1.** to End Customer's employees, for purposes of development, testing, demonstration, and support, for which no fees will be due to Trimble;
    - 3.2.** to End Customers for which you report and/or pay fees according to the Commercial Relationship(s) detailed below; and
    - 3.3.** to End Users for purposes of service bureau and consulting activities, for project-specific fees to be agreed in advance of the project start, in writing, by Trimble and End Customer.
  - 4. Restriction.** Neither Customer nor End Customer may sell, lease, sublicense or otherwise transfer PC\*Miler, On-Premise, PC\*Miler Web Services or Trimble MAPS platform or access thereto to any third parties.
  - 5. Confirmation of Exposed Level of Functionality.** Prior to the Commencement Date, Customer will provide the name of the interfacing application as well as report in writing to Trimble the exposed level of Trimble's functionality in Customer's interfacing application(s). Additionally, any amendment to the exposed functionality of said interfacing application(s) must be reported in writing to Trimble within ten (10) business days of such change.
  - 6. User ID and Development Credentials.** Customer shall provide Trimble with a user ID unique to it so that Trimble has the ability to track the usage of Trimble by Customer or its End Users on the Trimble servers and to audit the usage of Customer's interfacing application(s) and their functionality from time to time. Trimble shall provide Customer with unique development credentials for Trimble, which shall be used exclusively for internal development, testing and evaluation purposes only. These unique development credentials shall not be shared with third parties (including its End Users). End users shall receive unique production credentials for Trimble once properly licensed with Trimble for access to Trimble and PC\*Miler Web Services.
  - 7. Reseller Interface Partner Appointment and Duties.** This Section will only apply to Resellers and VARs. To the extent that you have contracted with Trimble to be a reseller of Trimble products and services, Trimble hereby grants you and you agree to act on a non-exclusive basis, as an authorized reseller within the Territory during the term of this Agreement. Such appointment entitles You to i) interface certain Trimble Subscriptions and Services with your interfacing application, (ii) publicize and promote the existence of said interface subject to the restrictions of the Agreement, (iii) according to the commercial relationship specified herein or in the Ordering Document, license the Subscriptions and/or Services and your interfacing application, and/or access thereto, to End Customers and iv) use, install and provide ancillary services (including but not limited to support and maintenance services) to your End Users upon the terms and conditions set out in this Agreement.
    - 7.1.** Customer agrees to conspicuously display Trimble's and/or Trimble MAPS's copyright and trademark notices on all versions of its interfacing application into which the Subscriptions and Services have been integrated.
    - 7.2.** The Parties agree to use commercially reasonable efforts and mutually agree to carry out any of the following; and the nature and scope (i) to post on each other's internet websites appropriate references to the integration of the Trimble's Subscriptions and Services with the interfacing application(s); (ii) to announce in a press release the integration of the Trimble's Subscription and Services with the interfacing application (subject to Article 18.10 (iii) to participate in joint marketing efforts, (iv) to educate potential customers regarding the value of the other party's products and platforms; and (v) to recommend the other Party's products and platforms as each Party sees fit, subject to the recommending party conducting a good faith review and/or other reasonable due diligence regarding such products and platforms.

- 7.3. The Parties expressly agree that each Party shall be responsible for its own costs and expenses under this Agreement and that neither Party shall have any obligation to reimburse the other party for said costs and expenses.
- 7.4. Each Party (i) acknowledges that the other Party will necessarily have to utilize its trademarks in performance of the foregoing; (ii) agrees that it will utilize the other Party's trademarks only in such manner and form as is approved by the owning Party, and only in a manner that is positive to the interests of the owning Party; and (iii) agrees that it shall not unreasonably withhold or delay approval to the other Party of the manner or form in which its trademarks may be used.
- 7.5. During the Term of this Agreement, each Party agrees to: (i) provide support platforms for its application(s) to its end customers; (ii) refer to the other party any issues or problems reported by its end customers that concern the other Party's application; and (iii) work together to analyze and resolve any issues reported by end customers concerning the performance of the Trimble MAPS Software and Services with your interfacing application.
- 7.6. During the Term of this Agreement, Customer agrees to test and certify that its interfacing application(s) will work with each update to the Trimble MAPS Products provided to Customer by Trimble MAPS pursuant to this Agreement within six (6) months of your receipt of said update.
- 7.7. Customer agrees to report on a quarterly basis during the Term of the Agreement, the number of End-Users using the Trimble MAPS Products on your interfacing application as further defined in Exhibit A Commercial Relationship.
- 7.8. Each Party shall appoint a person who will act as the primary contact person in discussing, authorizing and approving matters relating to interface partner duties.
8. **Additional Terms for PC\*Miler and MAPS Platform.** You will not, and if you are a reseller you will ensure that Your End Customers and your End Users will not, directly, or indirectly, cause or allow any of the foregoing to occur:
  - 8.1. **Lawful Usage:** Use the Trimble Subscriptions or Services in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, or in any manner inconsistent with these Supplemental Terms;
  - 8.2. **Limitations on Use:** Use the Trimble Subscriptions or Services for the purposes of any automated vehicle control system, or for any driver-assisted navigation system that presents individual turning maneuvers to End Users synchronized with the End User's position more precisely than one (1) mile or one (1) minute. You, understand and you shall ensure that your End Customers and Your End Users understand that the Trimble Subscriptions or Services are not designed for such purposes and that its failure in such cases could lead to death, personal injury, or severe property or environmental damage for which Trimble will not be liable and for which you agree to be liable.
  - 8.3. **Limitations on Transfer:** Directly or indirectly sell, lease sublicense, assign or otherwise transfer the Trimble Subscription or Services, any rights to the Trimble Subscriptions or Services or access thereto without in each instance, first obtaining Trimble's prior, express, written permission.
  - 8.4. **Excessive Usage Limitation:** Use the Trimble Subscriptions or Services (e.g., batch processing features) 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 ("**Excessive Usage**"). Excessive Usage includes, but is not limited to, submitting in any one (1) hour period requests that exceed (a) monthly contracted transaction volume divided by eighty (80), or (b) fifteen thousand (15,000) requests, whichever is greater. We reserve the right to monitor usage and restrict, limit, or suspend a User's access where Trimble reasonably determines that user is engaging in Excessive Usage (we will use commercially reasonable efforts to provide written or email notice of any such action as promptly as possible).
  - 8.5. **Limitations on Data Extraction:** Extract and publish, or allow other users to extract and publish, any data contained in or produced by the Trimble Subscriptions and Services, unless each recipient of such data is currently licensed for that data by Trimble;
  - 8.6. **Limitations on Mobile Communications:** Transmit street-level driving directions determined through the use of the Trimble Subscriptions or Services through mobile communications systems without first executing a written supplemental license agreement with Trimble and paying the license fee that corresponds to the number and types of devices and systems to and through which transmission is to be permitted;
  - 8.7. **Limitations on Disclosure:** Make any disclosure of the Trimble Subscriptions or Services, including, but not limited to, program output, to anyone outside the legal entity that paid for and holds this license, without prior written permission of Trimble;
  - 8.8. **Limitations on Screen Refresh Customer:** Use the Trimble Subscriptions or Services in a manner that automatically refreshes the end user's screen more than once every 60 seconds.

- 8.9. **Limitations on Route and Tile Cache:** Cache routes produced or derived from the Trimble Subscriptions or Services, or fail to clear from memory within forty-eight (48) hours any cache of routes made in disregard of this requirement without specifically licensing such use from Trimble.
- 8.10. **Limitations on Tracking:** Use the Trimble Subscriptions or Services to track vehicles or other mobile assets without specifically licensing for such use from Trimble;
- 8.11. **Limitations on Displaying routes on a Third Party Commercial Routing and Mapping Applications:** Use the Trimble Subscriptions and Services to display routes created by a commercial routing application created by an entity other than Trimble without specifically licensing such use from Trimble;
- 8.12. **Limitations on using Routing on a Commercial Routing and Mapping Application:** Use routing produced or derived from the Trimble Subscriptions and Services with a commercial mapping application created by an entity other than Trimble without specifically licensing such use from Trimble;
- 8.13. **Copyright Attribution Limitation:** Display information produced or derived from the Trimble Subscriptions and Services without including attribution to “Trimble” and other copyright and proprietary rights notices of Trimble and its licensors, if any, on same screen display; and
- 8.14. **Non-Compete Limitation:** Use the Trimble Subscriptions and Services as part of an application that competes with Software and Services.

Further, Customer agrees that Customer will not, nor will Customer permit Customer’s trade partners or anyone else to, use content derived from PC\*Miler or Trimble MAPS Platform, including route line data, nor display such data or integrate such data into another provider’s service, including, but not limited to, Google or Bing. Customer agrees not to pre-fetch, retrieve, cache, index, or store any data, content, or other portion of the Software and Services output at any time, provided, however, that Customer may temporarily store (for less than thirty (30) days) limited amounts of such content for the sole and exclusive purpose of enhancing the performance of your implementation due to network latency, and only if Customer does so securely and in a manner that: (a) does not permit use of the content outside of the scope of this Agreement; (b) does not manipulate or aggregate any content or portion thereof; (c) does not prevent Trimble MAPS from accurately tracking usage; and (d) does not modify attribution of the Software and Services in any way.

## 9. Support.

- 9.1. **Technical Support.** Trimble shall provide technical support services, including the correction of Errors during Trimble’s standard business hours (8 a.m. to 5 p.m. EST, or UK Monday through Friday, excluding U.S or UK. holidays). Support will be limited to the then current version and related data, provided, however, that Trimble’s will support prior versions to the extent separately licensed from Trimble. Trimble may release periodic data and software updates and enhancements from time to time.
- 9.2. **Errors.** Customer may report suspected Errors to Trimble by electronic mail, website, or telephone. Trimble will, upon receipt of Customer report, seek to identify the cause of the reported problem and, if the problem is determined by Trimble to result from an Error, Trimble shall use commercially reasonable efforts to correct such reported Error.
- 9.3. **Software Updates.** Trimble shall make available for your use during the term of this Agreement, at no additional charge, all standard Software Updates where such Software Updates are generally made available without charge to Trimble’s other customers.
- 9.4. **Support Exclusion.** Trimble shall not be obligated to provide support under this Agreement if such services are required because of (i) use by Customer that is inconsistent with this Agreement or the Subscriptions and Services documentation; (ii) incorrect use or (iii) licensee failure to implement Software Updates and/or corrections to the Subscriptions and Services supplied by Trimble; (iv) causes external to the Subscriptions and Services; or (v) unauthorized modification of said Software and Services by anyone other than by Trimble.

10. **Acceptance.** You are deemed to have accepted the Software and Services upon receipt.

11. **Display of Output.** You may only display Software output through an external-facing Interfacing Application for specific origin-destination moves for which you contract for or provide transportation services