

This Addendum (the “**Addendum**”) applies to and is made a part of the Order Form entered into between the Trimble legal entity named on that Order Form, with an address for notice purposes as set forth on the Order Form (“**Trimble**”, “**our**”, “**we**”, and “**us**”) and the customer named on that 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 Supplemental Terms for Enterprise Subscriptions (the “**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**”). 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. **Licensed Software Migrating to Hosted Software.** Provided you are current on your support and maintenance obligations for the software corresponding to the Hosted Software licensed to you under the Order Form (“**Migrating Licensed Software**”) owned by us and licensed to you under your existing agreement pursuant to which you purchased a license to Migrating Licensed Software, such as a Master License Agreement (the “**Prior License Agreement**”), your future support payments under the Prior License Agreement with respect to Migrating Licensed Software, and our obligation to provide support and maintenance for Migrating Licensed Software under the Prior License Agreement, will cease as of the date determined by us and communicated to you on which we give you access to the Hosted Software (the “**Availability Date**”). We will terminate the provision of support and maintenance for Migrating Licensed Software under the Prior License Agreement as of the thirty (30) calendar day anniversary of the Availability Date. For the avoidance of doubt, you will continue to pay any support and maintenance fees for third party software resold to you by us (which, for the avoidance of doubt, is not Migrating Licensed Software).

Additionally, if there is a Cloud Services Master Agreement in effect between you and us pursuant to which we provide cloud hosting services for Migrating Licensed Software, the Subscription under the applicable Cloud Services Master Agreement for the Migrating Licensed Software only will automatically terminate (or if Migrating Licensed Software is the only Hosted Software under the Cloud Services Master Agreement, the entire Cloud Services Master Agreement will automatically terminate) as of the thirty (30) calendar day anniversary of the Availability Date.

2. **Termination of Escrow Obligations for Perpetual Licensed Software.** Any escrow obligations for the Migrating Licensed Software under the Prior License Agreement are hereby terminated and shall be of no further force or effect. You agree to sign any documentation to effectuate the termination of such escrow obligations required by our escrow agent.
3. **Completion of Microsoft Azure Survey.** In connection with our partnership with Microsoft Azure, you may receive a link to complete an online Microsoft survey on your migration to our Azure-hosted SaaS solution. You agree to complete this survey within five (5) business days of receipt.
4. **Migrated Database.** In the event we are migrating the software database from your on-premise solution to the TTE Solution provided pursuant to the Agreement (a “**Migrated Database**”), then you agree that we will negotiate and execute a Statement of Work as a supplement to standard Implementation and Set-Up Services for the on-premise to subscription database migration (the “**Migration SOW**”).

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.