

**Last Updated:** August 28, 2023

These Supplemental Terms apply to and are made a part of each Order Form entered into between **Trimble Transportation Enterprise Solutions, Inc.**, a Trimble company, with principal offices at 6085 Parkland Boulevard, Mayfield Heights, OH 44124 (“**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 both these Supplemental Terms and the Master Terms and Conditions (the “**Master Terms**”) as well as 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**”). These Supplemental Terms will have no independent force or effect except as incorporated by reference into the Order Form. The Agreement forms the agreement between the Parties for the software, hardware, and services specified on the Order Form. By initialing or executing the Order Form, you confirm your acceptance of all incorporated terms. Capitalized terms used but not defined in these Supplemental Terms shall 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:

**A. Definitions.** In addition to the definitions in the Master Terms, the following definitions apply to this Agreement:

- A.1. “Billing Commencement Date”** means the date determined by us and communicated to you on which we give you access to the Software for which you have purchased a Subscription.
- A.2. “Installation, Set-Up and Implementation Services”** are the set-up, training and related Professional Services provided by TTE, as further described in [Exhibit A](#).
- A.3. “Management Portal”** means the TTE documentation and content portal.
- A.4. “Software”** means the Software for which you have purchased Subscription(s) via the Order Form.
- A.5. “Users”** means your Representatives who are authorized by you to use the Software and have been supplied user identifications and passwords by one of your Users (or by us at your request).
- A.6. “User Documentation”** means the user guide(s), knowledgebase and other documentation for the Software, as updated by us in our sole discretion from time to time, available via the Management Portal.
- A.7. “Your Infrastructure”** means the hardware and network infrastructure and associated connectivity and systems used by you to host and operate the Software (e.g., internal services network, network connectivity, and data center power/HVAC systems). Notwithstanding the foregoing, if you use our cloud hosting services pursuant to a separate agreement, for the term of that cloud hosting services agreement “Your Infrastructure” shall be construed as references to the hosting infrastructure provided by us under that cloud hosting services agreement.

**B. Order Forms.** You are entering into the Order Form for the purchase of one or more Subscriptions to use our Software, and/or for related Professional Services. Your signature on the Order Form constitutes an offer to us, which will only be considered accepted by us as the date on which we execute the Order Form. You agree to purchase the Subscriptions and Services listed on the Order Form at the prices stated therein.

**C. Term.** The term of the Agreement shall commence as of the Effective Date and shall terminate on the date of termination of the last Subscription hereunder.

The initial term of each Subscription purchased through the Order Form begins on, and billing will commence on, the Billing Commencement Date, and continues until the end of the Subscription term specified on that Order Form (the “**Initial Subscription Term**”). Each Subscription term shall automatically renew for successive one (1) year renewal terms unless notice of non-renewal is provided by a Party to the other Party at least sixty (60) calendar days before the end of the then-current term (each, a “**Renewal Subscription Term**”) (the Initial Subscription Term and any Renewal Subscription Terms collectively, the “**Subscription Term**”).

**C.1. Early Termination Charge.** The Subscription pricing provided under the Order Form is based on the Subscription term commitment made by you. If you terminate a Subscription prior to the end of the then-current Subscription Term, (a) you will endeavor to give us at least ten (10) business days prior written notice of such early termination, (b) such early termination constitutes a breach hereunder, and (c) regardless of whether such notice was provided, as our sole and exclusive remedy for your early termination of that Subscription under this Section C.1 you agree to pay to us an early termination charge equal to the number of months remaining in the then-current term multiplied by the monthly Subscription

fee (or prorated monthly fee if the Subscription fee is for a different period) for that Subscription, plus applicable taxes. You acknowledge that (i) the Subscription fees you agreed to in the applicable Order Form(s) reflected our expectation that you would use our Software for the duration of the Subscription Term and was set accordingly, (ii) our actual damages arising from such termination are impossible to ascertain and are not capable of being ascertained by any satisfactory and known rule, (iii) the termination charges are a good faith, fair and reasonable estimate of such damages, and (iv) such charges constitute liquidated damages and not a penalty or forfeiture, and shall not be deemed to be a penalty or forfeiture.

**D. Grant of Subscription.** Pursuant to the Master Terms and in accordance with the terms of this Schedule and the relevant Order Form (including usage or temporal limitations set forth therein), we grant to you a limited, worldwide, non-exclusive, non-transferable (except in connection with a permitted assignment of this Schedule), non-sublicensable to access and use (1) the Software set forth in the Order Form through Your Infrastructure for your own internal business operations in accordance with this Agreement, in object code form only; and (2) the IDSC Market Rate Index web portal to access and download Market Rate Index data to which you have access through your Software Subscription (“**MRI Data**”). For the avoidance of doubt, the IDSC Market Rate Index web portal and MRI Data constitutes Our Materials and Technology. To the extent we grant you permission in writing for one or more of your Affiliates to utilize the Software through your Subscription, you shall be responsible for any breach of this Agreement caused by the acts or omissions of such Affiliates.

**E. Billing.** Except to the extent otherwise stated in the Order Form, (1) the subscription fee for the first month of your Subscription is due upon execution of this Schedule (Installation, Set-Up and Implementation Services will not commence until the initial payment has been received by Trimble in its entirety); (2) fixed Subscription fees will be due and payable in advance at the start of each subscription period commencing with the Billing Commencement Date; and (3) variable Subscription fees (e.g., based on utilized capacity such as per GB, per User, or per unit/truck utilized) will be due and payable in arrears following each subscription period following the Billing Commencement Date and calculated based on usage, utilization, capacity, or other appropriate measurement during that subscription period. A designated portion of estimated or fixed Professional Services Fees, if so designated in the Order Form or SOW, will be due upon execution of that Order Form or SOW.

In the event Software license fees are based on a specified unit of measure (e.g., per User, per unit, per tractor, per truck, etc.), you will notify us prior to exceeding capacity or usage limits for your Subscription to negotiate the Order Form to purchase an add-on Subscription for additional capacity or usage. Notwithstanding the foregoing, if you exceed capacity or usage limits for your Subscription without a supplemental Order Form in place, then (a) you will automatically be deemed to have purchased an add-on Subscription at our then-current rates for such additional capacity or usage as if you physically signed the Order Form for such add-on Subscription, which Subscription will be effective as of the first day of the calendar month in which such capacity or usage limits were first exceeded, and we will have the right to invoice you for such add-on Subscription and you will pay such invoice upon receipt.

**E.1. Audit.** You agree that we may periodically audit your usage under your license to verify that your use of your Subscription is within capacity or usage limits, and you agree to provide reasonable cooperation in connection with any such audit. If you fail to provide reasonable cooperation, you agree that we may make our audit findings based on the facts available to us. Our audit findings will be final and non-appealable. If we reasonably determine through an audit that you have exceeded capacity or usage limited for your Subscription without a supplemental Order Form in place, then in addition to the purchase of an add-on Subscription as set forth in Section E above you will additionally reimburse us for the reasonable costs incurred by us in conducting such audit. Our right of audit will survive termination of this Agreement for verification that you are no longer using the Software.

**F. Additional Terms.** The following additional terms apply to this Agreement, to all Order Forms governed by this Agreement, and to Software licensed through them.

**F.1. Warranties.** Trimble warrants that (a) the Software shall perform in all material respects as specified in the User Documentation, which is incorporated by reference, for a period of ninety (90) days from the Effective Date of this Agreement, and (b) the Installation, Set-Up and Implementation Services will be performed in a workmanlike and professional manner and in accordance with the descriptions set forth in the applicable Order Form and in any supplemental SOW. Our sole obligation and liability, and your exclusive remedy, for any breach of this warranty shall be for us to undertake commercially reasonable

efforts to correct defects in the Software and/or Installation, Set-Up and Implementation Services provided to you which materially adversely affects you, in accordance with the support terms set forth in Exhibit B.

- F.2. Your Responsibilities.** You are responsible for all use of Software licensed to you irrespective of whether the use is made by your employees, consultants, contractors, agents, or any other authorized or unauthorized users. You shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Data; (ii) be solely responsible for, and hold us harmless from and against, any changes to a load, vehicle, or route (e.g., temperature reefer change, routing change, etc.) initiated by you or your User through the Software; (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Software, and notify Trimble promptly of any such unauthorized access or use; (iv) comply in all material respects with all applicable local, state, and federal laws in using the Software; (v) provide and maintain Your Infrastructure if not hosted by us; and (vi) provide us with access to the Software for support purposes.
- F.3. Software Usage.** You shall cause all Users to use the Software solely for your internal business purposes as contemplated by this Agreement, and shall cause all Users (authorized or otherwise) to not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material that may be harmful to children or violate third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) attempt to gain unauthorized access to our systems or networks; (v) interfere with or disrupt the integrity or performance of the Software or the data contained therein; or (vi) make the Software available to any third party (including your Affiliates) without our express prior written consent as set forth above.
- F.4. Updates.** Upon installation and use of the Software, you, at your option, may accept automatic updates to the Software. By accepting an automatic update, you agree and acknowledge that certain information, including but not limited to the following, will be transmitted to Licensor to further enhance our ability to support you and your licensed Software: User Name, Server Name, Database Name, Actual Tractor, Unit, or User count, Application Version and Database Version. If you do not accept automatic updates and/or you have licensed a non-customized version of the Software, you agree to work with us to schedule the installation of updates to the Software licensed by you promptly following our release of such updates. In addition, if we release an update or patch to your licensed Software (regardless of customization) to address a critical security vulnerability, you will install such update (or allow us to install such update on a time and materials basis) 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.
- F.5. Use of Mobile Communications Devices.** You acknowledge and agree that use of mobile communications devices while driving is dangerous and may be illegal in certain jurisdictions. Accordingly, you shall instruct all of your drivers not to use any TTE mobility software when a vehicle is in motion unless the vehicle is being driven by a team and the non-driver operates the mobile communications device, provided the non-driver ensures that such operations do not distract the driver. You agree to hold us harmless from and against any loss or damage resulting from use of TTE mobility software while a vehicle is in motion.
- F.6. Return of Software.** Upon expiration or termination of this Agreement, you shall uninstall from Your Infrastructure all copies of the Software; all fees or charges payable under the term of this Agreement and/or any related SOW shall become due and payable; and our obligations under Exhibit B shall immediately end. In addition, you shall remove and destroy any copies of the Software and related documentation located on your servers or otherwise in your possession or control.
- F.7. Third Party Products.** With respect to third party software that is not included as part of the Software provided to you by us, such as an add-in, API, or integration, that we install or set up at your request (“Third Party Products”), you are responsible for licensing Third Party Products directly and for payment of any license or subscription fees required, and for compliance with any license or subscription terms applicable to Third Party Products; you represent and covenant to us that at all times during the term of this Agreement you will have all rights necessary to allow us to install and utilize Third Party Products in the Software provided to you; and you agree and acknowledge that any impact or degradation to the Software caused by Third Party Products will not be our responsibility, and any support provided by us in connection therewith will be billed on a time and materials basis at our then-current support rates. Where

appropriate, Third Party Products will be designated as such on the applicable Order Form(s) and will be considered "Add-On Software".

**F.8. Data Collector.** You agree to install or allow to be installed, and you shall maintain in operation during the term of the Agreement, our data connector client which remotely and automatically collects Transportation Data and replicates such Transportation Data into our data cloud for use in accordance with the terms of this Agreement, including without limitation by us to provide services to you. We will implement administrative, technical and procedural safeguards reasonably designed to protect the security of your Transportation Data within our data cloud.

By the signature of their authorized representatives below, Customer and Trimble each acknowledge that they have read and agree to the terms of this Agreement.

**Customer**

**Trimble**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Exhibit A to Enterprise Term License Schedule – Installation, Set-Up and Implementation Services**

1. **Installation, Set-Up & Implementation Services.** In the event professional services (including without limitation additional non-standard Installation, Set-Up and Implementation Services and/or on-site training services) are requested by you during or following the completion of Installation, Set-Up and Implementation Services, and we agree to provide such Professional Services, such Professional Services will be provided at our then-standard published rates set forth in the Order Form.

Installation, Set-Up and Implementation Services consist of:

Installation, Set-Up and Implementation

- We will work with you to determine, and agree in writing on, the scope of the Installation, Set-Up and Implementation Services (including standard required integrations). Non-standard integration work may be provided through additional Professional Services.
- We will install the Software into, and configure the Software on, Your Infrastructure based on our standard installation and configuration practices. If you are not using our cloud hosting services, you are solely responsible for providing adequate hardware and network infrastructure to host the Software (including without limitation servers, network connectivity, and data center power/HVAC systems) based on our hardware requirements. You will be responsible for any updates or upgrades to Your Infrastructure.
- We will perform required integration work using TTE standard integrations, and test and validate proper data flow and data quality through such integration(s) once properly implemented. You agree that some integration work may occur after the commencement of Support and Maintenance Services.
- You are solely responsible for provisioning access credentials for your Users.

Training

- We will provide reasonable “train the trainer” remote and on-line training (e.g., via web conference) to your administrative Users who will be responsible for providing training to other Users. Your administrative Users may reproduce and distribute training materials to your other Users for the purposes of training and instruction the use of the Software.
- We will make available to your Users our generally available online support and training materials.

**Exhibit B to Enterprise Term License Schedule – Software Support and Software Updates**

1. **Software Support and Software Updates.** As of the Billing Commencement Date and for the Subscription Term as part of your Subscription, we will provide Software Support and Software Updates for the current version of that licensed Software (and any customizations or modifications thereto made by us) as further defined and described in this Exhibit B.
2. **Software Support. “Software Support”**, also called “Hot-Line Support”, consists of (i) technical or operational assistance related to the Software for which you have purchased a Subscription (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 the Software which significantly hinder your appropriate use of the Software. If you use our support for training purposes, 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. Versions of Software below the current version will be supported for a period of twelve (12) months from the release date of the current version.
  - 2.1. **Non-Critical Support Hours.** All non-critical support 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 pursuant to Section F.1 of the Agreement, all non-critical support 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
IDSC Optimization	9:30am to 6:30pm ET

- 2.2. **Critical Support Hours.** As determined necessary by us, we will provide 24x7 support related to system accessibility directly related to interruptions in your business operations caused by the Software.
3. **Your Modifications.** You will notify us in writing of any modifications made to the 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 the Software affected by Your Modifications. Troubleshooting, fixes, reconfiguration, reinstallation, and other work performed by us resulting from the acts or omissions of you or your agents (e.g., errors introduced in system changes made by you or your agents) and/or from Your Modifications are outside of the scope of Software Support and will be billed to you at our standard time and materials rate, and you agree to pay such charges.
4. **Software Updates. “Software Updates”** means updates to the Software made at our discretion on a when and if available basis (a) which contain minor program modifications and enhancements, (b) which add functionality to existing Software, and/or (c) which provide for greater ease of use or increased reporting capability. For the avoidance of doubt, Software Maintenance Services exclude new products and add-on Software modules, components or subscriptions designed to add additional features or functionality to our core Software and which are offered by us on a license or subscription basis separate from our core Software (such modules and components collectively, “**Add-Ons**”). You can purchase a Subscription to an Add-On via the Order Form. We expressly reserve the right to condition the availability of optional, non-standard improvements, additions and revisions to Software and Add-Ons upon payment of additional amounts to be agreed upon by the Parties. Troubleshooting, fixes, reconfiguration/reinstallation, and other work performed by us resulting from the acts or omissions of you or your agents (e.g., errors introduced in system changes made by you or your agents) will be billed to you at our standard time and materials rate, and you agree to pay such charges.
5. **Your Designated Contacts.** We will use the following contact information for support response and maintenance notifications and for invoicing issues. You will designate contacts with sufficient knowledge and

expertise to work effectively with us on support and maintenance issues, and who have physical access to Your Infrastructure.

<b>Primary Contact Name:</b>	
<b>Primary Contact Phone:</b>	
<b>Primary Contact Email:</b>	

<b>Secondary Contact Name:</b>	
<b>Secondary Contact Phone:</b>	
<b>Secondary Contact Email:</b>	

<b>Invoicing Contact Name:</b>	
<b>Invoicing Contact Phone:</b>	
<b>Invoicing Contact Email:</b>	