

**Last Updated:** December 7, 2023

These Supplemental Terms apply to and are made a part of each Order Form entered into between **Maddocks Systems, Inc. dba Trimble Transportation Enterprise Solutions**, a Trimble company, with its address for notice purposes at 2955 Virtual Way, Suite 490, Vancouver, BC V5M 4X6, Canada (“**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 an 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 an 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 the Agreement:
- A.1. “Billing Commencement Date”** means the date determined by us and communicated to you on which we give you access to the Hosting Services following provisioning of the TTE Hosting Infrastructure by Trimble.
  - A.2. “Hosting Services”** means our infrastructure-as-a-service offering through which we host a single-tenant instance of Your Licensed Software through our TTE Hosting Infrastructure.
  - A.3. “Implementation and Set-Up Services”** are the set-up, implementation, integration, and training Services provided by TTE in connection with the Hosting Services described in Exhibit A.
  - A.4. “TTE Hosting Infrastructure”** means the associated hardware and network infrastructure within our reasonable control used to host Your Licensed Software in a single-tenant environment for your use under the Agreement (e.g., internal services network, network connectivity, and data center power/HVAC systems). The TTE Hosting Infrastructure constitutes Our Materials and Technology.
  - A.5. “Users”** means your Representatives who are authorized by you to use Your Licensed Software through the Hosting Services and have been supplied user identifications and passwords by one of your Users (or by us at your request).
  - A.6. “Your Licensed Software”** means the TTE software packages and add-ons licensed by you under a separate agreement with us which are hosted by us through the Hosting Services.
- B. Changes to Master Terms.** The following sections of the Master Terms are modified as applicable to the Order Form:
- B.1. Governing Law and Venue.** Notwithstanding Section 10.5 of the Master Terms, the Agreement will be governed exclusively by, and construed and enforced exclusively in accordance with, the laws of the Province of British Columbia 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 the courts and tribunals located in the Province of British Columbia, 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 tribunals 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.
- C. Order Forms.** You may enter into one or more Order Forms for the purchase of Hosting Services, add-on Subscriptions, and/or related Services. Your signature on an 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 each Order Form at the prices stated therein.
- D. Term.** The term of this Schedule 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 an 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**”).

**D.1. Early Termination Charge.** The Subscription pricing provided under an Order Form is based on the Subscription term commitment made by you. If you terminate a Core Subscription or Optional 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 D.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.

**E. Hosting Services Subscription.** For the Subscription Term we grant to you a limited, non-exclusive, non-transferable, non-sublicensable right and license to access and use the Hosting Services and any add-on Subscriptions purchased through an Order Form or similar agreement, or ordered by you through the Management Portal. Any additional terms and conditions applicable to Subscriptions are set forth either in the Order Form, in an Addendum, or in the Management Portal. To the extent we grant you permission in writing for one or more of your Affiliates to utilize the TTE Solution through your Subscription, you shall be responsible for any breach of the Agreement caused by the acts or omissions of such Affiliates.

**F. Billing.** A portion of estimated or fixed fees for Implementation and Set-Up Services if so designated in an Order Form, and the subscription fee for the first month of your Subscription to the TTE Solution, are due upon execution of the Order Form (Implementation and Set-Up Services will not commence until the initial payment has been received by Trimble in its entirety). Because fees are based on a specified unit of measure or capacity, fees for additional User or infrastructure capacity purchased in the course of a Subscription period, or additional fees if User or infrastructure capacity limits has been reached or exceeded (in which case you agree to purchase and pay for such additional capacity as required (determined by us in our reasonable opinion) to maintain the availability and integrity of the Hosting Services), will be charged for that Subscription period in full and going forward for the remainder of the Subscription Term. Fees for Services will be documented on the Order Form or in a SOW. All reasonable out-of-pocket expenses incurred by Trimble for travel or lodging in connection with Implementation and Set-Up Services or other Services provided in connection with the Agreement shall be reimbursed by you.

**G. Additional Terms.** In the event of a conflict between a term or provision in this Section G and a corresponding term or provision of the Master Terms, this Section G controls.

**G.1. Monthly Reports.** Upon your request, we will provide you with access to monthly reports relating to the Hosting Services, such as hardware component utilization and your usage of the Hosting Services.

**G.2. Warranties.** Trimble warrants (a) that during the Subscription Term the Hosting Services shall perform in all material respects as specified in the User Documentation, and (b) the Implementation and Set-Up 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 Hosting Services and/or Implementation and Set-Up Services provided to you which materially adversely affects you, in accordance with the support terms set forth in Exhibit B. You must submit a warranty claim for Implementation and Set-Up Services within sixty (60) calendar days of the completion of such Services.

- G.3. Your Responsibilities.** You are responsible for all use of Your Licensed Software by your Users. You shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Transportation 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 Your Licensed Software; (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, Your Licensed Software and the Hosting Services, and notify Trimble promptly of any such unauthorized access or use; (iv) comply with all applicable local, state, and federal laws in using Your Licensed Software through the Hosting Services; (v) provide and maintain your hardware and network infrastructure used to connect to Your Licensed Software; and (vi) maintain bandwidth in compliance with our standard policies as communicated to you from time to time (e.g., at least 50Kb per Citrix user) and ensure quality of service and internal connectivity on your private network. Except as otherwise provided in the Agreement, you shall be responsible for the supervision, management, and control of your use of Your Licensed Software, including, without limitation, (a) implementing sufficient procedures to satisfy your requirements for the accuracy of the input you provide, and (b) implementing reasonable procedures to timely verify reports and other output from Your Licensed Software and from us.
- G.4. Your Agents.** You may utilize third party agents to provide services to you in connection with Your Licensed Software, including to assist you with the management and operation of Your Licensed Software (“**Your Agents**”). All acts and omissions of Your Agents with respect to Your Licensed Software and the performance or non-performance of your obligations under the Agreement shall be construed as your acts and omissions, and you shall be responsible for any breach of the Agreement caused by the acts or omissions of Your Agents. You covenant that you shall ensure you have all rights necessary to allow Your Agents to access Transportation Data prior to allowing such access. Your Agents who are provided User access shall count towards your User capacity.
- G.5. Cooperation.** You and Your Agents will cooperate with us with regard to the performance of our obligations hereunder, including, without limitation, and in each instance subject to normal security requirements and in a manner that is not unnecessarily disruptive to your business operations, by: (a) timely providing us with such information, data, management decisions, resources, approvals, and acceptances as may be necessary to permit us to provide the Hosting Services hereunder; (b) complying with all operating instructions that are communicated to you by us from time to time; and (c) not abusing or misusing our facilities and the TTE Hosting Infrastructure, any of the components thereof, or any of the capabilities provided thereby (collectively, “**Cooperation**”). You agree and acknowledge that the failure to provide Cooperation by you or Your Agents may result in issues with Your Licensed Software or availability thereof (which issues will not be our responsibility) and may require additional Services to correct such issues or usability, and you agree to hold us harmless from any such issues or usability impacts resulting from the failure to provide Cooperation.
- G.6. Hosting Services Usage.** You agree that, except as otherwise expressly permitted by us, you shall use Your Licensed Software only for your own internal business purposes, and shall not sell, rent, or otherwise provide, directly or indirectly, access to or use of Your Licensed Software or Hosting Services to any third party (other than to Your Agents for your benefit). You shall cause all Users to use the Hosting Services solely for your internal business purposes as contemplated by this Schedule, 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) interfere with or disrupt the integrity or performance of the Hosting Services, the TTE Hosting Infrastructure, or the data contained therein; or (v) attempt to gain unauthorized access to the Hosting Services or TTE Hosting Infrastructure except as expressly permitted by us.
- G.7. Restrictions.** You shall not and shall not permit any employee or third party to: (i) except to the extent that such features are expressly contemplated by Your Licensed Software, create Internet links to or from Your Licensed Software, or “frame” or “mirror” any content forming part of Your Licensed Software, other than on your own intranets or otherwise for your own internal business purposes; or (ii) access Your Licensed Software or TTE Hosting Infrastructure in order to build a competitive product or service or to build a product or service using similar ideas, features, functions or graphics of Your Licensed Software and/or TTE Hosting Services. On our reasonable request, to be made not more than once during any twelve (12) month period, you shall furnish us with a report signed by one of your corporate officers which confirms

that the Hosting Services are being used pursuant to the terms and provisions of the Agreement (including without limitation all Exhibits, and the Terms incorporated herein).

- G.8. 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 software present in a vehicle when the vehicle is in motion unless the vehicle is being driven by a team and the non-driver operates the TTE software, 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.
- G.9. Third Party Products.** With respect to third party software that is not included as part of the Hosting Services 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 the Agreement you will have all rights necessary to allow us to install and utilize Third Party Products in the Hosting Services provided to you; and you agree and acknowledge that any impact or degradation to the Hosting Services 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.

**Exhibit A to Enterprise Cloud Hosting Schedule – Implementation and Set-Up Services**

- 1. Implementation and Set-Up Services.** Standard Implementation and Set-Up Services consist of the following. In the event Services are needed following the completion of Implementation and Set-Up Services, or additional non-standard Implementation and Set-Up Services and/or on-site training are requested by you, the Parties will negotiate a Statement of Work for such additional Services, and such Services will be provided at our then-standard published rates set forth in the Order Form.

Provisioning and Set-Up

- We will work with you to determine, and agree in writing on, the scope of the Installation and Set-Up Services (including standard required integrations). Non-standard integration work may be provided through additional Services.
- We will provision the TTE Hosting Infrastructure in which we will host Your Licensed Software.
- 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 Billing Commencement Date.
- We will provision your access to the Software and generate initial access credentials for your designated User administrators (“**Admin Users**”). Your Admin Users will be responsible for provisioning access credentials for additional 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 Cloud Hosting Schedule – Infrastructure Support**

1. **Infrastructure Support.** As of the Billing Commencement Date and for the Subscription Term, we will provide you with technical and operation assistance in response to specific issues that arise in the TTE Hosting Infrastructure which impact your Users’ ability to use Your Licensed Software for its intended purpose (“**Infrastructure Support**”). Support with respect to the use and operation of Your Licensed Software is provided through your support & maintenance subscription for Your License Software and is not provided through Infrastructure Support; if you do not have an active support & maintenance subscription with us, support with respect to the use and operation of Your Licensed Software will be your responsibility.

Should we determine the need to upgrade the TTE Hosting Infrastructure used to provide the Hosting Services (which we may do at our discretion on a when and if available basis), or should you purchase additional network or server capacity requiring changes to the TTE Hosting Infrastructure used to provide the Hosting Services, you will allow us to promptly make such necessary changes at a mutually agreed-upon time. You agree to accept all new releases or versions of Your Licensed Software if you are entitled to the same under maintenance and support terms in effect between you and us under a separate Schedule, and you or Your Agents will install such new release or version promptly following release (or will allow us to install such new release or version of Your Licensed Software at our standard time and materials rates in which case you agree to pay such charges).

If you provide your initial classification suggestion when you open an Infrastructure Support ticket, we will either confirm or reclassify the issue as determined in our reasonable opinion. If reasonably requested by us, you will provide us with assistance in providing support to you, such as providing sufficient information to us (e.g., the time of the problem, the page exhibiting the problem, the data fields being accessed and presented, and the response time experienced) so that we may determine if the issue is the result of a problem with the Hosting Services, a problem with Your Licensed Software, or another problem outside of our control, and if a problem with the Hosting Services, if the issues reported by you may be consistently reproduced.. We will use commercially reasonable efforts to address confirmed issues. Troubleshooting, fixes, reconfiguration, 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, and are not considered critical support for the purposes of Section 2 below.

2. **Support Hours.**

- 2.1. **Non-Critical Support.** We provide non-critical Infrastructure Support during standard support hours set forth below (excluding statutory and governmental holidays). All requested non-critical Infrastructure Support which we agree to provide outside of standard support hours shall be billed to you at our then-current standard premium support rate(s).

<b>Hosting Services</b>	Standard support hours: 8:00am to 6:00pm ET
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- 2.2. **Critical Support.** We will provide 24x7 Infrastructure Support related to system accessibility issues which we reasonably determine are directly related to interruptions in your business operations caused by the Hosting Services.