

**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 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 TTE Solution.

**A.2. “Implementation and Set-Up Services”** are the set-up, implementation, integration, and training Services provided by TTE in connection with the TTE Solution described in Exhibit A.

**A.3. “Management Portal”** means the TTE documentation and content portal at <http://learn.trimble.com>.

**A.4. “TTE Solution”** means our transportation management Software, and other Software solutions offered by us, which is provided to you as a service through a single-tenant or clustered-tenant hosted environment operated by us, and other modules, products, software and solutions, for which you purchase a Subscription through the Order Form.

**A.5. “TTE Solution Infrastructure”** means the hardware and network infrastructure within our reasonable control used to host the TTE Solution for your use under the Agreement (e.g., internal services network, network connectivity, and data center power/HVAC systems).

**A.6. “Users”** means your Representatives who are authorized by you to use the TTE Solution and have been supplied user identifications and passwords by one of your Users (or by us at your request).

**A.6.1. “Analyst User”** means, with respect to Appian Hosted Software under a Subscription purchased by you, a User authorized to use Appian Hosted Software in an analytical capacity for modeling and planning purposes based on user role. Analyst Users may not use Appian Hosted Software for operational routing purposes.

**A.7. “User Documentation”** means the user guide(s), knowledgebase and other documentation for the TTE Solution, as updated by us in our sole discretion from time to time, available via the TTE Solution or via the Management Portal.

**B. Order Forms.** You are entering into the Order Form for the purchase of one or more Subscriptions to TTE Solutions and related 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 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.

**C.2. Return of Data.** Upon your request received by us within thirty (30) calendar days of the effective date of termination of the Agreement, we will make available to you for download, in an electronic format supported by us, a file of Transportation Data available for export. You agree and acknowledge that after ten (10) calendar days from the date we make such data available for you to download, we shall have no further obligation to maintain or provide any Transportation Data and may thereafter, unless legally prohibited, delete all Transportation Data in our systems or otherwise in our possession or under our control.

**D. TTE Solution 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 TTE Solution and optional or add-on services or Subscriptions purchased through the Order Form, Addendum 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. If your Subscription includes access to our Engage Lane procurement collaboration platform, the additional terms set forth in Exhibit C will apply to you.

**D.1. Included Hours.** If a number of implementation Services hours are included with your Subscription as expressly stated on the Order Form (“**Included Hours**”), this Section D.1 applies. Any Included Hours in your Subscription will be applied against hours of implementation services provided by us for the initial implementation of the associated TTE Solution or module until fully utilized, after which you will pay for additional Services hours incurred on a time and materials basis. Your allotment may not be applied against evening or weekend hours or transferred to other modules or solutions, and you will not receive a credit for any unused hours. This Section does not apply if Services are a separate line item from your Subscription on the Order Form.

**E. Billing.** A portion of estimated or fixed fees for Implementation and Set-Up Services if so designated in the 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). For fixed subscription fees with a specific User, unit or capacity limit per month, because such fees are based on a specified number of Users or a specified unit of measure or capacity, fees for additional Users and/or units purchased in the course of a Subscription period, or additional fees if User, capacity or usage limits has been exceeded, 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.

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

**F.1. Warranties.** Trimble warrants (a) that during the Subscription Term the TTE Solution 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 TTE Solution 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.

- F.2. Your Responsibilities.** You are responsible for all use of the TTE Solution 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 the TTE Solution; (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the TTE Solution, and notify Trimble promptly of any such unauthorized access or use; and (iv) comply with all applicable local, state, and federal laws in using the TTE Solution.
- F.3. TTE Solution Usage.** You shall cause all Users to use the TTE Solution solely for your internal business purposes as contemplated by the 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 tortious 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 TTE Solution or the data contained therein; or (v) attempt to gain unauthorized access to the TTE Solution or related systems or networks.
- F.4. 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 the TTE Solution, create Internet links to or from the TTE Solution, or “frame” or “mirror” any content forming part of the TTE Solution, other than on your own intranets or otherwise for your own internal business purposes; or (ii) access the TTE Solution in order to build a competitive product or service or to build a product or service using similar ideas, features, functions or graphics of the TTE Solution.
- 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 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.
- F.6. Third Party Products and Uncertified Integrations.** With respect to third party software that is not included as part of the TTE Solution provided to you by us, such as an add-in or integration, that we install or set up at your request (“**Third Party Products**”) and with respect to the use of our API or a third party API to connect to a third party solution which connection has not been certified by us (“**Uncertified Integrations**”), 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 and our API; 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 TTE Solution provided to you; and you agree and acknowledge that any impact or degradation to, or issue with, the TTE Solution caused by Third Party Products or Uncertified Integrations will not be our responsibility, any support provided by us in connection therewith will be provided at our sole discretion, and if such support is provided by us such support will be billed on a time and materials basis at our then-current support rates.
- F.7. API Toolkit.** If you desire to integrate with the TTE Solution licensed or subscribed to by you, you will only do so using the application program interfaces, software development kits, routines, protocols, tools and other related materials (e.g., sample code), and documentation made available by us to you to enable the building of software applications which interact with the TTE Solution (the “**API Toolkit**”). Subject to your compliance with the terms of the Agreement, we hereby grant to you a non-exclusive, non-transferable, non-sublicensable, non-assignable, revocable, limited right and license for you, your employees, and your third party developers (as set forth below) to use the API Toolkit solely to implement and operate a connection to our systems solely to facilitate your use of the TTE Solution(s) to which you have an active subscription (the “**API Integration**”). Your use of the API Toolkit shall be subject to the API Terms of Use located at <https://transportation.trimble.com/legal/customer-terms> (the “**API Terms**”), which are hereby incorporated by reference as if expressly set forth herein. By utilizing the API Toolkit, you agree to comply

with the API Terms. In the event of a conflict between any other term or provision of the API Terms and a corresponding term or provision in the Agreement, the API Terms shall control with respect to the API Toolkit. You will use diligent commercially reasonable efforts to maintain the API Integration in working order. You acknowledge that we may update or modify the API Toolkit from time to time and at our sole discretion (in each instance, an “**Update**”), and may require you to obtain and use the most recent version of the APIs. Updates may adversely affect how your systems communicate with our systems. You are required to make any changes to your API Integration as a result of an Update at your sole cost and expense. Your continued use of the API Toolkit following an Update constitutes binding acceptance of the Update. You agree that you will, as promptly as possible using the same degree of error resolution and mitigation you use with similar internal data systems, implement updated code or other changes to the API Toolkit (e.g., security fixes) provided by us from time to time into the API Integration.

**F.8. Resold Trimble MAPS Products.** This Section F.8 applies solely to software, add-ons, and/or services provided by Trimble MAPS, Inc., our corporate affiliate, to the extent purchased from us as a Trimble MAPS reseller (collectively, “**Trimble MAPS Products**”). For the avoidance of doubt, this section does not apply to Trimble MAPS Products purchased by you directly from Trimble MAPS. You desire for us to provide you with one or more software licenses or service subscriptions to certain Trimble MAPS Products. We are a reseller of software licenses and service subscriptions for Trimble MAPS Products. Prior to using Trimble MAPS Products, the terms of this Section and of those End User License Agreement(s) set forth below which are applicable to the Trimble MAPS Products licensed and/or subscribed to by you through the Order Form (the “**Applicable MAPS EULA(s)**”) apply to you. By the signature of your authorized representative below, you hereby agree, acknowledge and covenant that you have read the terms of the Applicable MAPS EULA(s), and that you understand, accept and agree to the terms of the Applicable MAPS EULA(s) as if expressly stated herein, and that the Applicable MAPS EULA(s) are hereby incorporated by reference, and are made a part of, the Agreement. For the purposes of Sections 9 and 10 of the Master Terms, “we,” “our” and “us” shall also be construed as references to Trimble MAPS.

<b>Trimble MAPS Product</b>	<b>End User License Agreement</b>
CoPilot	<a href="https://copilotgps.com/eula/">https://copilotgps.com/eula/</a>
PC*MILER (On-Premise or Web Services)	<a href="http://www.pcmiler.com/eula/">http://www.pcmiler.com/eula/</a>
Trimble MAPS JavaScript API	<a href="http://maps.alk.com/account/license-page">http://maps.alk.com/account/license-page</a>
Appian Software	<a href="https://maps.trimble.com/eula/appian/">https://maps.trimble.com/eula/appian/</a>

**F.8.1. Canada Post Data.** This paragraph only applies to data for Canada provided by Canada Post Corporation through Trimble MAPS as the owner of the copyright, and Statistics Canada as the owner of all intellectual property rights, in the same data (collectively, “**Canada Post Data**”). Neither Canada Post Data or Statistics Canada shall be liable: (i) in respect of any claim, demand or action, irrespective of the nature or causes of the claim whatsoever, alleging any loss, injury or damages, direct or indirect, which may result from your use or possession of Canada Post Data; or (ii) in any way for loss of revenues or contracts, or any other consequential loss of any kind resulting from any defect in such Canada Post Data. You agree to indemnify and save harmless Canada Post and Statistics Canada and its officers, employees, agents from all claims alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of your possession or use of Canada Post Data.

**Exhibit A – 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 Solution Infrastructure in which we will host the TTE Solution.
- 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 TTE Solution and generate initial access credentials for designated Users. As part of our provisioning of your access, we will implement access to the product modules mutually agreed upon by you and us in writing (any additional modules requested or added during or following implementation would require a SOW or change order based on the level of effort required, and may require an add-on Subscription). We will be responsible for provisioning access credentials for additional Users within your license to use the TTE Solution, as requested by you from time to time.

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 TTE Solution.
- We will make available to your Users our generally available online support and training materials.

**Exhibit B – Support Services**

1. **Customer Support.** As of the Billing Commencement Date and for the Subscription Term, we will provide you, at no additional charge, with (a) Software Support and Infrastructure Support as set forth below, and (b) minor modifications and enhancements we choose to make to the TTE Solution from time to time on a when and if available basis which are made generally available to all TTE Solution users at no charge (“**Enhancements**”).
  - 1.1. You are responsible for providing User support for general end user questions and issues respect to the TTE Solution (“**Your Tier 1 Software Support**”). Your Tier 1 Software Support includes, by way of example, issues with user credentials, inability to access the TTE Solution due to issues with your network or hardware, training on the use of the TTE Solution, etc.
  - 1.2. We will provide the following:
    - (a) technical or operation assistance in response to direct specific questions relating to the use and operation of the TTE Solution which cannot be answered through Your Tier 1 Software Support and are escalated to our support team, and remedies for any programming errors which are attributed to the TTE Solution and which significantly hinder your Users’ ability to use the TTE Solution for its intended purpose (“**Software Support**”); and
    - (b) technical and operation assistance in response to specific issues that arise in the TTE Solution Infrastructure which impact your Users’ ability to use the TTE Solution for its intended purpose (“**Infrastructure Support**”).
  - 1.3. Enhancements do not include new products, features, and Subscriptions for which we charge an additional fee to customers. You agree to accept all Enhancements to the TTE Solution and the TTE Solution Infrastructure promptly following release, and will allow us to promptly install Enhancements at a mutually agreed-upon time.

Following receipt of a support request, we will categorize the issue as Software Support or Infrastructure Support and assign to the appropriate support team. The support team will classify the issue. If you provide your initial classification suggestion when you open a support ticket, we will either confirm or reclassify the issue as determined in our reasonable opinion. If reasonably requested by us, you will provide a listing of output and any such other data in order to allow us to reproduce operating conditions similar to those present when the issue occurred or was discovered. We will use commercially reasonable efforts to address confirmed issues. Troubleshooting, fixes, reconfiguration/reinstallation, and other work performed by us resulting from the acts or omissions of you or your agents (e.g., customizations, or 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 support during standard support hours set forth below (excluding statutory and governmental holidays). All requested non-critical 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>Product Family</b>	<b>Standard Support Hours</b>
<b>TMWSuite</b> (including FinalMile, Asset Maintenance, & Business Intelligence)	8:00am to 6:00pm ET
<b>Appian (Trimble MAPS)</b>	8:00am to 6:00pm ET
<b>TruckMate</b>	9:00am to 8:00pm ET
<b>Innovative</b>	8:00am to 6:30pm ET
<b>Optimization</b>	9:30am to 6:30pm ET
<b>Visibility</b>	9:00am to 6:00pm ET

- 2.2. **Critical Support.** We will provide 24x7 support related to system accessibility issues which we reasonably determine are directly related to interruptions in your business operations caused by the TTE Solution.

**Exhibit C – Engage Lane Additional Terms**

1. **Engage Lane.** The Engage Lane procurement collaboration platform (“**Engage Lane**”) is a software-as-a-service offering through which shippers and carriers collaborate to facilitate contract bid transportation load procurement through an optimized, data-driven solution. Through Engage Lane, shippers and carriers can discover new partners; engage in optimized bid procurement processes; select shipping partners based on bid information as well as other data such as Scores (as defined below); and use analytics to improve procurement practices. Once integrated to Engage Lane, carriers can use that single integration to connect to any shipper in Engage Lane, avoiding the need for per-shipper integrations. We use data provided by Engage Lane participants and generated through use of Engage Lane to help us provide Engage Lane, as further described below. For the term of the Agreement we hereby grant to you a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, revocable right to access and use Engage Lane for lawful contract rate transportation load procurement purposes as a carrier, and for no other use and/or purpose (the “**Permitted Use**”). You represent that your company will access and use Engage Lane solely for contract rate procurement purposes as a carrier and not as a broker. You understand and agree that we make Engage Lane available to companies in the transportation and logistics industry, which may include your competitors or supply chain partners. We may restrict access to certain sections of, features of or content in Engage Lane to certain Engage Lane participants and their users. You and your users shall keep all login credentials confidential, shall take reasonable precautions to prevent unauthorized access and use of Engage Lane through the use of your users’ login credentials, and shall not share login credentials between employees, representatives or other personnel. You are responsible for all use of Engage Lane using login credentials issued to or by you. You will immediately notify us if you believe any login credentials for your users may have been disclosed or compromised, and you will hold us harmless from and against any unauthorized and/or harmful access to your Engage Lane account and/or data using login credentials issued to or by you.
  
2. **Carrier Fees.** As consideration for your use of the Engage Lane platform, you will pay to us a fee for each Transacted Order during a calendar month in accordance with the table below. A “Transacted Order” means each separate freight order tendered to you by a shipper under an awarded lane where that freight order has been picked up by you. Pricing is tier-based, not volume based.

<b>Transacted Orders During a Calendar Month</b>	<b>Per-Transacted Order Fee</b>
The first 250 Transacted Orders	\$8.50 per Transacted Order in Tier
The next 500 Transacted Orders (251-750 total)	\$6.00 per Transacted Order in Tier
The next 1,000 Transacted Orders (751-1,750 total)	\$4.00 per Transacted Order in Tier
The next 1,250 Transacted Orders (1,751-3,000 total)	\$2.00 per Transacted Order in Tier
The next 2,000 Transacted Orders (3,001-5,000 total)	\$1.00 per Transacted Order in Tier
Each additional Transacted Order (5,001+ total)	\$0.50 per Transacted Order in Tier

For example, if there are 1,000 Transacted Orders in a given calendar month, the aggregate Transacted Order fees for that month would be  $(250 * \$8.50) + (500 * \$6.00) + (250 * \$4.00) = \$2,125 + \$3,000 + \$1,000 = \mathbf{\$6,125}$ .

We will invoice you for Transacted Orders fees on a monthly basis in arrears. 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 its 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 Company fails 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 your Engage Lane account until the invoice or disputed amount is fully paid. Company will be solely responsible for all costs and expenses it incurs in connection with its use of Engage Lane and for all sales, use or other taxes applicable to the transactions contemplated by these Terms,

except for any taxes based upon Trimble's net income. Company will be responsible for all costs and expenses, including attorney's fees, incurred by Trimble in connection with the collection of any delinquent amounts.

3. **Carrier Fees.** As consideration for your use of the Engage Lane platform, you will pay to us a fee of Eight Dollars Fifty Cents (\$8.50) per Transacted Order. A "**Transacted Order**" means each separate freight order tendered to you by a shipper under an awarded lane that has been accepted by you. We will invoice you for Transacted Orders on a monthly basis in arrears. Invoices shall be payable in accordance with the terms of the Agreement. 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 Company fails 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 your Engage Lane account this until the invoice or disputed amount is fully paid. Company will be solely responsible for all costs and expenses it incurs in connection with its use of Engage Lane and for all sales, use or other taxes applicable to its use of Engage Lane, except for any taxes based upon Trimble's net income.
4. **Restrictions.** You and your users may use Engage Lane and the API Toolkit only for the Permitted Use and in a manner expressly permitted under the Agreement. You will not, and will cause your users to not: (i) copy, modify, tamper with, alter, create derivative works of, sublicense, sell, lease, loan, rent, distribute, convey, pledge as security or otherwise encumber, or act as a service bureau with respect to Engage Lane; (ii) reverse engineer, decompile, create derivative works of, copy, translate, adapt or disassemble Engage Lane or any portion thereof in an attempt to reconstruct or discover the design, source code or algorithms thereof, except and only to the extent expressly permitted by law; (iii) use Engage Lane for any purpose that is unlawful, or otherwise in violation of applicable laws, rules, regulations, codes or ordinances, including those relating to data privacy and import/export; (iv) access or attempt to access Engage Lane other than as permitted by us and only for the Permitted Use; (v) use Engage Lane for brokering purposes or activities; (vi) use Engage Lane for spot rate contracting purposes; (vii) use Engage Lane to transmit or communicate any content that is obscene, unlawful, threatening, inappropriate, or an invasion of privacy or publicity rights; (viii) impersonate any person or entity, or otherwise to misrepresent your affiliation with a person or entity; (ix) create Internet links to or from Engage Lane, or "frame", "mirror", or otherwise make available outside of Engage Lane any content forming part of Engage Lane; (x) publish or otherwise disclose information retrieved from the take any action that might compromise the security of Engage Lane, or otherwise cause damage to Engage Lane or to the computer systems of us or others; (xi) claim that you are endorsed or otherwise recommended by us or any of our affiliates; (xii) provide any content to or through Engage Lane that is false or misleading, that infringes the rights of Trimble or others, that hides your identity, or that you does not have the right to use or disclose; or (xiii) cause or authorize any third party to do any of the foregoing.
5. **Your Content; Lane Contracts.** You agree that we and our Affiliates do not control or endorse the content, messages or information collected, from or provided by Engage Lane participants and, therefore, we specifically disclaim any liability with regard to such contact, messages and information and any actions resulting from your use of Engage Lane. You agree and acknowledge that through your use of Engage Lane you and carriers will directly enter into freight orders tendered to carriers by you under an awarded lane that has been accepted by a carrier, and other agreements for the shipment of goods (collectively, each a "**Lane Contract**"); that we do not provide Lane Contracts, that neither we nor any of our corporate affiliates are a party to any Lane Contract or have any duties or obligations thereunder, that we are not liable for any breach or failure under a Lane Contract, and that you hold us harmless from and against any loss, liability, damages, penalties, fines, or other costs (including attorneys' fees) arising from, resulting from or relating to a Lane Contract.
6. **Data Use.** Through your use of Engage Lane by your users, we will collect certain information such as but not limited to company information, user information, bid information, capacity information, and shipment and operational performance information (collectively, "**Your Data**") and information regarding your use of and interaction with Engage Lane ("**Usage Data**"). Personal information that you or a user may provide for the purposes of creating or authenticating user accounts or in connection with your use of Engage Lane is governed by the Agreement and the Trimble Privacy Notice located at <https://www.trimble.com/privacy>, and may be used or shared by us as set forth in the Agreement. You covenant to us that you have all rights and consents necessary under applicable data protection laws to provide personal information to us for use. We may publicly identify you as an Engage Lane participant to current and prospective users of Engage Lane. You grant to us and our Affiliates the royalty-free, irrevocable, perpetual right (i) to make Your Data available to Engage Lane

participants for load procurement purposes, as directed by you, and to verify your compliance with the Agreement; (ii) to use Your Data and Usage Data to generate derivative works such as but not limited to (A) scores constituting our projection of your company's procurement and operational performance ("**Scores**"), and (B) other analytics relating to Engage Lane and your use thereof (collectively, "**Derived Data**"), and to share such Derived Data with other Engage Lane participants; and (iii) to use Your Data and Derived Data as permitted under the Agreement. You also agree that we may share information we collect on a need-to-know basis with third parties for internal business purposes (such as but not limited to customer support and service and subpoena response). You acknowledge and agree that you will no longer be able to access Your Data following deactivation of your account upon termination of your Subscription.

- 7. Ownership.** You agree that all right, title and interest in and to Engage Lane, the API Toolkit, and any updates to any portions of Engage Lane or the API Toolkit belong exclusively to, and shall remain with, us and our licensors and partners. We may independently develop code, solutions, applications, software, or intellectual property that may be similar to code, applications, or intellectual property you create. All names, logos, product and service names, designs and slogans used in or in connection with Engage Lane and/or the API Toolkit ("**Marks**"), including Trimble and the Trimble logo, are the properties of Trimble Inc., its affiliates, and/or their licensors. You may not use the Marks without the prior written consent of their owner. Use of the Marks inures to the sole benefit of their respective owners. You shall not, and shall not authorize any third party to, engage in any act or omission that jeopardizes, invalidates, or is inconsistent with any of our copyright, trademark, or other intellectual property rights used in connection with Engage Lane. All rights in and to Engage Lane not expressly granted to you are reserved by us.
- 8. Term and Termination.** Your right to use Engage Lane will continue in effect until your Engage Lane account is deactivated. Trimble upon your request, or your user administrator if such functionality is enabled by us in Engage Lane, may terminate user accounts, may give notice to a shipper that you wish to terminate a Lane Contract, or may deactivate your Engage Lane account, through the termination process we specify. Account deactivation is subject to a seven (7) day waiting period. We may deactivate your Engage Lane account if you or your users breach or violate any of the terms of, or fail to perform your obligations under, the Agreement (including sharing your Engage Lane login credentials), provided that if such breach is capable of cure we will give you notice of such breach, violation or failure, and a reasonable opportunity (not to exceed seven (7) calendar days) to cure such breach, violation or failure to our reasonable satisfaction prior to termination. We may deactivate your Engage Lane account without notice or opportunity to cure if you violate our intellectual property rights, or if we have reason to believe that you or your users, or anyone purporting to act on their behalf, is abusing Engage Lane or using it fraudulently or unlawfully. We may also deactivate your Engage Lane account immediately upon notice to you if we determine you no longer meet the required criteria to access and use Engage Lane. With respect to account termination, if you have any uncompleted Transacted Orders, your obligation to complete those Transacted Orders, and these terms as applicable to such work, will survive termination unless we or the shipper notifies you otherwise. Upon completion of all Transacted Orders and expiration of any applicable waiting period (or immediately if there are no active Transacted Orders), we may immediately deactivate your users' login credentials and deactivate your Engage Lane account; you will disable your API Integration; and you will destroy any API Toolkit materials in your possession.
- 9. Disclaimers and Risk Allocation.** THE PLATFORM AND API MATERIALS ARE PROVIDED TO YOU "AS-IS" AND WE SPECIFICALLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, NOT EXPRESSLY SET FORTH IN THE AGREEMENT. YOU ACKNOWLEDGE THAT THE PLATFORM IS DEPENDENT UPON DATA PROVIDED BY PLATFORM PARTICIPANTS, AND WE MAKE NO REPRESENTATIONS OR WARRANTIES AND NO ENDORSEMENTS OR CERTIFICATIONS OF ANY DATA RECEIVED FROM ANY SUCH PARTICIPANTS OR ANY DATA DERIVED THEREFROM, INCLUDING SCORES. WE SHALL HAVE NO LIABILITY FOR ANY LOSSES, COSTS, LIABILITIES, DAMAGES, OR EXPENSES SUFFERED OR INCURRED BY YOU, ANY OF YOUR CUSTOMERS, OR ANY OTHER PERSON AS A RESULT OF INACCURACY IN OR OF THE PLATFORM, YOUR DATA, OR ANY OTHER DATA PROVIDED TO OR USED IN CONNECTION WITH THE PLATFORM. WE MAKE NO WARRANTY OF ANY KIND THAT THE PLATFORM, THE API MATERIALS, OR ANY RESULTS OF THE USE THEREOF WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, OR BE ACCURATE, COMPLETE, OR ERROR-FREE.

- 10. Export.** We make no representation that Engage Lane and the API Toolkit are appropriate or available for use in locations outside the United States, Canada and Mexico, and accessing them from territories where they are illegal is prohibited. Use of Engage Lane and the API Toolkit is subject to the U.S. Export Administration Regulations. You agree to the following: (a) neither you nor any of your Users are a citizen, national or resident of, and am not under the control of, the government of Cuba, Iran, North Korea, Syria, Sudan nor any other country to which the United States has prohibited export; (b) neither you nor any of your Users will export or re-export materials from Engage Lane or API Toolkit, directly or indirectly, neither to the above mentioned countries nor to citizens, nationals or residents of those countries; (c) neither you nor any of your Users are listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor are you listed on the United States Department of Commerce Table of Denial Orders; (d) neither you nor any of your Users will export or re-export materials from Engage Lane or API Toolkit, directly or indirectly, to persons on the above mentioned lists; and (e) neither you nor any of your Users will use Engage Lane or API Toolkit for, and will not allow Engage Lane and the API Toolkit to be used for, any purposes prohibited by United States law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.
- 11. Changes to these Terms or to Engage Lane.** We may revise and update the terms of this Exhibit C from time to time in our sole discretion by providing you fourteen (14) calendar days prior written notice, provided that any changes shall be applicable to all similarly situated Engage Lane carriers equally. If you do not agree to the changes we have made and do not wish to be bound by them, you must terminate your Engage Lane account by the end of that fourteen (14) day period. Your continued use of Engage Lane following the end of that fourteen (14) day period means that you accept and agree to the changes and agree to be bound by the revised version of this Exhibit C, and that your continued access to Engage Lane constitutes good and valuable consideration. We will determine, at our own discretion, the design, features and functionality of Engage Lane, which may be modified or discontinued in whole or in part at any time by us at our discretion.