

Last Updated: December 12, 2024 (resale of Trimble Maps terms removed from template)

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 its address for notice purposes at 1 Independence Way, Suite 400, Princeton, NJ 08540, United States of America (“**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.

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.

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).

Product Family	Standard Support Hours
TMWSuite (including FinalMile, Asset Maintenance, & Business Intelligence)	8:00am to 6:00pm ET
Appian (Trimble MAPS)	8:00am to 6:00pm ET
TruckMate	9:00am to 8:00pm ET
Innovative	8:00am to 6:30pm ET
Optimization	9:30am to 6:30pm ET
Visibility	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.