

This Addendum (the “**Addendum**”) applies to and is made a part of the Order Form entered into between **PeopleNet Communications Corporation dba Trimble Transportation**, a Trimble company, with principal offices at 4400 Baker Road, Minnetonka, MN 55343 (“**Trimble**”, “**our**”, “**we**”, and “**us**”) and the customer named on that Order Form (“**Customer**”, “**you**” and “**your**”) (each, a “**Party**,” and together, the “**Parties**”) which Order Form expressly incorporates by reference this Addendum, the Master Terms and Conditions (the “**Master Terms**”), and Supplemental Terms for Telematics SaaS with Trimble-Sold Hardware (the “**Supplemental Terms**”), as well as any other terms referenced on the Order Form (the Order Form with the incorporated terms, any Statements of Work, and any other amendments, addendums, modifications, exhibits and schedules to the foregoing collectively, the “**Agreement**”). This Addendum will have no independent force or effect except as incorporated by reference into an Order Form. By initialing or executing an Order Form, you (by your authorized signatory) confirm that you have read and accept all incorporated terms. Capitalized terms used but not defined in this Addendum 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:

1. **Consumer Grade Devices.** You desire to enter into one or more Order Forms for the purchase of consumer grade display devices from or through us, such as but not limited to certain Samsung consumer grade tablets (collectively, “**Consumer Grade Devices**”) and device accessories, such as but not limited to device mounts, device cables and tablet cases including the GPSLockbox case (collectively, “**Consumer Grade Device Accessories**”) (Consumer Grade Devices and Consumer Grade Device Accessories collectively, “**Consumer Grade Equipment**”). The terms of this Addendum will apply to all Consumer Grade Equipment purchased from or through us.
 - 1.1. **Suitability.** Consumer Grade Equipment may not be suitable for all environments or vehicles. Damage to Consumer Grade Device hardware or software, or to Consumer Grade Device Accessories, due to environmental factors, or due to improper installation or use by your personnel, are your sole responsibility and we do not assume responsibility for Consumer Grade Equipment damaged as stated above.
 - 1.2. **Availability.** You agree and acknowledge that Consumer Grade Equipment may be discontinued by its manufacturer at any time with or without warning and may not be available in quantities desired or ordered by you, that future versions of Consumer Grade Devices may not be backwards compatible with existing cables and accessories, and that future versions of Consumer Grade Device Accessories may not be backwards compatible with all Consumer Grade Devices. You further agree and acknowledge that the manufacturer of Consumer Grade Devices may cease providing software or firmware updates at any time with or without notice, and that new features and functionality may not be available through or compatible with discontinued products or products that are not running current software and firmware.
 - 1.3. **Spec Sheet.** You agree and acknowledge that you have reviewed the OEM spec sheet (located at <https://transportation.trimble.com/consumer-grade-devices/>) and acknowledges that it understands the environmental operating temperature specifications stated therein for Consumer Grade Equipment ordered by you. You assume all responsibility for issues with, damage to, or the failure of a Consumer Grade Equipment due to exposure outside of its environmental operating temperature specifications.
 - 1.4. **Warranty.** Orders for Consumer Grade Equipment purchased from or through us are fulfilled through our third party sourcing partner. Consumer Grade Devices are governed by the OEM and/or sourcing partner product warranty, and those product warranties are neither provided nor administered by us. Warranty information is available from the manufacturer’s website or through the OEM spec sheet URL listed above. Consumer Grade Equipment is not covered under our standard or extended product warranty plans. Warranty claims on Consumer Grade Equipment must be submitted directly to the third party sourcing provider via the contact information specified in the OEM spec sheet or to such other third party as may be specified therein, or to the product manufacturer, as appropriate.
 - 1.5. **Cellular Connectivity.** Certain Consumer Grade Devices include cellular network connectivity. Our applications running on a Consumer Grade Device (including but not limited to backseat data plans) connect through the cellular network utilized by our on-board computers, and do not utilize a Consumer Grade Device’s own cellular network connectivity. You acknowledge that cellular-connected devices are locked to one or more specific cellular spectrum(s), and cellular network providers may sunset older spectrums in the future. You are responsible for validating, for enabling, for managing, and for the costs of any cellular carrier, cellular plan, and application that utilizes a Consumer Grade Device’s cellular network connectivity.

This Addendum is incorporated by reference into and is made a part of the Agreement. In the event of a conflict between a term or provision in this Addendum and a corresponding term or provision in the Agreement, this Addendum controls. Except as otherwise modified or supplemented by this Addendum, all terms, conditions and provisions of the Agreement shall remain in full force and effect.