

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 (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. Trimble Link; Grant of License.** Trimble Link is an on premise software solution (the “**Link Software**”) installed on a dedicated physical server sold to you by us, or a virtual server hosted by you (either, the “**Customer Link Server**”) connected to a SQL-compliant database and other network resources hosted by you (collectively, the “**Customer Link Environment**”) that enables bi-directional data flows between our data center and the Customer Link Server for data synchronization utilizing our data services interface without the need for you to write your own polling application. Link Software installed on a Customer Link Server can be used both (a) to poll for certain data within our data center and replicate it to the Customer Link Server database/library, and (b) to push information stored on the Customer Link Server database/library into our data center (collectively, “**Link Data**”). You have purchased a license to use the Link Software on the Order Form specified above.

During the period of time during which both (a) you have one or more active Devices on our network and (b) you are in compliance with the license terms set forth in this Addendum (the “**License Term**”), we grant to you a limited, non-assignable, non-transferable, non-sublicensable right to use the Link Software as installed on the Customer Link Server for your own business operations. You shall 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 the Link Software; (ii) reverse engineer, decompile, translate, adapt or disassemble the Link Software in an attempt to reconstruct or discover the source code or algorithms thereof, except and only to the extent expressly permitted by law; (iii) remove, delete or alter any trademarks or any copyright, trademark, patent or other Intellectual Property Rights notices from the Link Software; (iv) use the Link Software in violation of applicable laws, rules, regulations, codes or ordinances; or (v) cause or authorize any third party to do any of the foregoing. If you breach the foregoing license terms, we may terminate your license to use the Link Software and this Addendum upon notice to you.

We will provide a copy of the Link Software to you on physical media, or if available, via download (the “**Provision Date**”). To the extent we provide you with a license key and/or activation code for the Link Software, the license key/activation code must be provided in order to download and/or activate the Link Software for use. If no license key is provided, the Link Software will be automatically activated upon installation. Upon termination or expiration of the License Term or termination of your right to use the Link Software, we may deactivate the Link Software. If set forth on an Order Form, we will sell to you a Link++ server Product for use by you in deploying the Link Software hosted by you in your environment (“**Company-Sold Hardware**”); we warrant that Company-Sold Hardware will conform in all material respects to its specifications during the twelve (12) month period following the date of shipment of the Company-Sold Hardware to you, and as your sole and exclusive remedy for a breach of the foregoing warranty, we will replace the Company-Sold Hardware provided you have followed the RMA process set forth in the Agreement.

**1.1. Software Migration.** In the event we provide to you an updated version of the Link Software for your use in migrating from the previous version of the Link Software (regardless of whether such migration includes migrating from physical Customer Link Server to a virtual server, or a virtual-to-virtual migration) we will waive payment of any up-front Link Software license fee set forth in the Order Form for the additional Link Software license provided you complete the migration to the updated version of the Link Software within six (6) months of the date on which we provide such updated version to you (the “**Migration Completion Date**”). For the purposes of this Section 1.1, “completion of migration” means that you have installed and activated the new Link Software on a new Customer Link Server, and have deactivated the older Link Software. Regardless of whether the Link Software license fee for the new version is waived, you agree

and acknowledge that such license fee will be used to calculate annual maintenance following migration). If you do not complete the migration by the Migration Completion Date, we will invoice to you, and you agree to pay, the Link Software license fee for the updated version of the Link Software, and may charge you for support for both Link Software instances (including a prorated maintenance fee for the remainder of the then-current Support Period), until such time as you have deactivated the older Link Software and have notified us that decommissioning is complete, at which time you will not be invoiced any further maintenance & support for the older version of the Link Software.

2. **Standard Link Maintenance and Support.** During the License Term, we will provide you with, and you will pay us for, Standard Link Support & Maintenance Services as set forth in this Section 2 ("**Link Maintenance & Support**"), unless Link Support & Maintenance is early terminated as set forth below.

- 2.1. **Link Maintenance & Support Fee.** For each consecutive 12-month period during the License Term commencing on the Provision Date (each, an "**Annual Period**") you will pay us an annual Link Maintenance & Support fee equal to twenty percent (20%) (or if Premium Support Access is selected by you below, thirty-five percent (35%)) of the Link Software license fee set forth in the Order Form, billed at the start of each Annual Period, provided however, that the Link Maintenance Support fee is waived for the first Annual Period during the License Term. Notwithstanding the foregoing, we may adjust the base Link Software license fee used for the purposes of calculating the Link Maintenance & Support fee for an Annual Period to reflect changes to your fleet size or Link Servers as of the start of such Annual Period.

You may choose to not renew Link Maintenance & Support as of the end of a given Annual Period by giving us at least sixty (60) calendar days prior written notice of non-renewal. If Link Maintenance & Support is not renewed, any maintenance and support in connection with your Link Software installation will be provided as integration services billed at our then-current time and materials rate.

- 2.2. **Core Features.** Link Maintenance & Support includes:

- (a) **Installation and Configuration of Customer Link Environment.** You will provision and set-up the Customer Link Environment, including without limitation the Customer Link Server with Link Software deployed and a SQL-compliant database for storage of data transmitted through the Link Software, which meets the memory, processing, connectivity, OS and software, and other specifications provided by us. Upon provision to us of access to the Customer Link Server and required credentials, we will configure Link Software on the Customer Link Server and test integrations with our connected systems. You will provide reasonable assistance and support to us in such installation, configuration and testing.
    - (b) **Advance-Scheduled Services.** The following maintenance and support services requiring advance scheduling (two (2) week minimum) ("**Advance-Scheduled Services**"), to be provided during our normal business hours of 8am-5pm Central time Monday through Friday ("**Standard Support Hours**"):
      - Link Software installation and configuration assistance
      - Link Discovery Call
      - Link Overview Training session (2 hours)
      - Link Software updates (pushed remotely)
      - If you have been expressly provided an allotment of integration hours under a Schedule, those hours may be used towards Advance-Scheduled Services.
    - (c) **Automated Monitoring and Alerts.** Link Maintenance & Support includes automated monitoring and alerts. Level 1 monitoring is conducted by our Infrastructure team and consists of Customer Link Server connectivity and health status, uptime of our data center, and critical Linux OS patches to the Customer Link Server. Level 1 monitoring is available through standard network connectivity only as set forth below. Level 2 monitoring occurs at the application level and will generate and send an email to a configurable list of recipients upon certain monitored events, including but not limited to database connection failures and communication issues lasting 1 hour.
    - (d) **Integration Technical Support.** Integration technical support for questions/issues/escalations during Standard Support Hours should be submitted as follows: (i) for Integration Support, [integrationcases@peoplenetonline.com](mailto:integrationcases@peoplenetonline.com); and (ii) for General Support, (888) 346-3486 or

[support@peoplenetonline.com](mailto:support@peoplenetonline.com). Cases escalated from General Support, or emailed to the Integration Support mailbox, are queued based on the severity level as determined by us.

The Integration Support mailbox is not monitored outside of Standard Support Hours. For after-hours issues and at all times for Severity 1 issues, you should call the General Support number above and select Option 1. Severity 1 cases into General Support are escalated to the Integration Services on-call representative; all other issues are queued for handling the next business day. Severity 1 issues should not be submitted via email.

- (e) **Linux OS Updates.** You agree to accept all critical Linux OS patches and security-related updates promptly following our release. If you are on Standard Support Access, you will allow us to promptly install such new patches and updates as soon as possible at a mutually agreed-upon time during Standard Support Hours. If you are on Premium Support Access, we will coordinate the installation of such patches and updates with you as soon as possible at a mutually agreed-upon time during Standard Support Hours. The Customer Link Server must have access to the OS repository in order for the update to be applied. Patches, minor version updates and major version updates are available for virtual Link devices. Major version upgrades are not available for Company-Sold Hardware. Linux OS updates are not available for 1st or 2nd generation Link and LinkPlus devices.

- 2.3. **Support Access to Link Server.** You shall provide us with support access to the Customer Link Server via **Standard Support Access**, or if so specified on the Order Form, via **Premium Support Access**. Standard Support Access is via OpenVPN to our OpenVPN servers via a port specified by us (currently Port 1194) (see the Link Network Diagram and IP Ports List for further details.)

If Premium Support Access is expressly specified on the Order Form, we will access the Customer Link Server via a remote desktop sharing application or other mutually agreed-upon method (e.g., 2Factor). The remote desktop sharing application must allow multiple of our personnel to access the Customer Link Server as needed. Escalations and issues requiring an Integration Services specialist, where access to the Customer Link Server is required will need to be scheduled with your representative with access to the Customer Link Server and with our Integration Services team. Level 1 automated monitoring requires OpenVPN access and is not available through remote desktop sharing. Automated configuration backups are only available if FTP and OpenVPN access are allowed. A higher annual Link Maintenance & Support fee will apply to remote desktop sharing as set forth above.

- 2.4. **Customer Link Server Access.** We will provide elevated access to the Customer Link Server to you. You shall hold us harmless from and against any damage, misconfiguration, or data loss on the Customer Link Server caused by your users. Troubleshooting and repair/reconfiguration required as a result of the acts or omissions of your users, or network or database changes caused by your users, may result in performance issues which we are not able to resolve, and any support we provide to you in connection with the same will be billable to you at our then current Integration Services professional services hourly rate.

- 2.5. **File Transfers.** File transfers to the Customer Link Server are occasionally necessary to upgrade the Link Software, process Link Data, and perform automated Link configuration backups, and must utilize a method of file transfer supported by us (e.g., SFTP). Temporary access is acceptable on an as-needed basis.

- 3. **Your Responsibilities.** You shall be solely responsible for the following. You agree and acknowledge that your failure to perform these responsibilities, or to follow and utilize our recommended configurations and requirements, may result in our inability to provide Link Maintenance & Support.

- (a) You will provide and maintain the Customer Link Server meeting our reasonable specifications.
- (b) You will provide Internet connectivity to the Customer Link Server through your firewall with sufficient bandwidth to support data transfer requirements.
- (c) You will be responsible for Link Data in your Customer Link Environment, subject to the data management functionality within the Link Software. You agree and acknowledge that our data retention policy does not apply to any Link Data replicated to your servers via Link Software or otherwise. You acknowledge that the Customer Link Server is not intended to serve as a data warehouse.
- (d) You will be responsible for purchasing and provisioning a second Customer Link Server for redundancy purposes, if required.

(e) You will be responsible for database administration of the Customer Link Server, including but not limited to providing 24x7 database server availability; database security; database monitoring and alerting; database backups (full, differential, log) and recovery; database optimization; database server updates, upgrades and patches; data warehousing; transaction log maintenance; and index maintenance. You shall provide us with at least two (2) weeks prior written notice of any planned maintenance related to the Customer Link Environment which would require the involvement of our resources; if you fail to provide such the required advance notice, or with respect to services in connection with emergency maintenance performed by you, any services provided by us in connection with such maintenance will be billable to you at our then current Integration Services professional services hourly rate.

4. **Premium Link Services.** You may request premium Link Software training, consulting, and support which are provided separately from standard Link Maintenance & Support ("**Premium Link Services**"). Premium Link Services are provided via mutually executed Statement of Work and are billable at our then-current professional services rate during Standard Support Hours and at 133% of our then-current professional services rate for Premium Link Services provided outside of Standard Support Hours. Premium Link Services are billed as incurred and in half-hour increments. Premium Link Services include:

(a) **Dedicated Project Resource.** A dedicated Project Resource allows you to work with a dedicated Integration Specialist in connection with your development efforts utilizing Link Software and with questions and troubleshooting of your Link Software installation. Dedicated Project Resources enjoy priority scheduling for Advance-Scheduled Services. We may assign a backup dedicated project resource or reassign the dedicated resource upon notice from time to time.

(b) **Premium Link Training and Consulting.** We can provide in-depth Link Software training and consulting via distance learning (e.g., online conferencing). Training and consulting is allocated in ten (10) hour blocks and is billed as incurred. Training and consulting topics will be customized based on your needs and project goals, such as but not limited to the following:

- Review Users, Security, Company, OpCenters, and Terminals
- Discuss Groups, Vehicles, Drivers, Forms, and Landmarks
- Automated Workflow – discuss objectives and methods of creating dispatches
- Discuss Stop Profiles, Dispatch Profiles, Dispatch creation methods and requirements
- Review Configuration Menu, System Config, Routing Config, Connection Test, and Landmark Batch
- Overview of Reports, Report Settings (customizing dashboard) and setting up Report Subscriptions
- Discuss Server Menu (checking Link health), process to unload Link for maintenance, understanding Server Statistics, Logs Menu
- Review Dispatch Menu, how to send a message from the Link, viewing available/active routes, how to unassign/clear dispatch, how to edit or create a dispatch from the console, how to search for a dispatch, viewing failed dispatches/requests
- Utilities menu – changing OpCenter (if OpCenters are in use), Landmark utilities, Viewing Link version

Any remaining time following completion of training can be utilized for consulting for your project.

(c) **After-Hours Support.** You may request Link Maintenance & Support services (e.g., installation, software upgrade, database migrations, installs, etc.) be provided outside of Standard Support Hours ("**After-Hours Support**"). After-Hours Support must be scheduled at least two (2) weeks in advance (three (3) weeks recommended) on a mutually agreed-upon date and time. You will be billed for the actual half-hour increments our Integration Specialist is engaged in performing After-Hours Support.

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.