

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. Vector Service.** You desire for us to provide you with an add-on Subscription to the Vector (formerly LoadDocs) service, which is provided by GoConvoy, Inc. We are a reseller of Vector service subscriptions. Prior to using the Vector service, you must agree to the terms of the Software Services Agreement for the Vector service set forth in Appendix 1 to this Addendum (the “**Vector EULA**”). By the signature of your authorized representative below, you hereby accept and agree to the terms of the Vector EULA, and agree that the Vector EULA is an agreement between you and GoConvoy, Inc. Vector’ acceptance of the Vector EULA is evidenced by its provision of the Vector service to you.

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.

**Appendix 1 to Vector (formerly LoadDocs) Addendum  
LoadDocs EULA**

GoConvoy Inc.  
Software Services Agreement

This Software Services Agreement (the "Agreement"), effective as of the effective date of the LoadDocs Addendum between the entity signing the LoadDocs Addendum ("Subscriber") and PeopleNet Communications Corporation (the "Effective Date"), is made by and between GoConvoy, Inc., a Delaware corporation (the "Company") and Subscriber. The Company and Subscriber may be referred to herein as the "Parties" and each, a "Party."

WHEREAS, the Company provides a hosted software platform to collect and organize freight documentation generated from the lifecycle of a delivery event (the "Services"); and WHEREAS, Subscriber desires to access and use certain content and services provided by the Company as described more fully below.

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**1. Access to the Services.**

- a. **Access.** During the Term, and subject to compliance with the terms and conditions of this Agreement, the Company hereby grants Subscriber a non-exclusive right to access and use the Services solely on a remote basis (i.e., through the use of an internet browser or mobile application).
- b. **Usage Restrictions.** Subscriber will not (and will not allow any third party to): (a) gain or attempt to gain unauthorized access to the Services, or any element thereof, or circumvent or otherwise interfere with any authentication or security measures of the Services; (b) interfere with or disrupt the integrity or performance of the Services; (c) transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or program through the Services, (d) decompile, disassemble, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of the Services (except to the extent that applicable law expressly prohibits such a reverse engineering restriction); (e) provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use the Services for the benefit of any third party; (f) list or otherwise display or copy any code of the Services; (g) copy the Services (or component thereof), develop any improvement, modification or derivative work thereof, or include any portion thereof in any other service, equipment or item; (h) allow the transfer, transmission (including without limitation making available on-line, electronically transmitting, or otherwise communicating, to the public), export, or re-export of the Services (or any portion thereof) or any technical data; (i) perform benchmark tests on the Services without the prior written consent of the Company (any results of such permitted benchmark testing shall be deemed Confidential Information of the Company); or (j) use, evaluate or view the Services for the purpose of designing, modifying or otherwise creating any environment, program or infrastructure or any portion thereof, which performs functions similar to the functions performed by the Services.
- c. **Authorized Users.** "Authorized Users" means any (i) employees, agents and Affiliates of Subscriber accessing or using the Services solely on behalf and for the benefit of Subscriber and solely in connection with the operation of Subscriber's business.

**2. Term of Contract.**

- a. **Duration.** This Agreement is effective as of the Effective Date and will remain in effect for year(s).
- b. **Termination by Either Party.** Either Party may terminate this Agreement immediately upon written notice: (i) in the event of the insolvency, bankruptcy or voluntary dissolution of the other Party; or (ii) if the other Party defaults in the performance of any provision hereunder, and if such default continues and is not cured within thirty (30) days after written notice thereof by the terminating Party. Such termination right is in addition to, and not in limitation of, any other right or remedies available.

### 3. Fees.

- a. **User Subscription Fee.** In consideration of the access rights granted herein, Subscriber shall pay the user subscription fees in the amount and in accordance with the terms set forth in Exhibit A attached hereto. The Company will submit invoices to the Subscriber according to the billing period indicated in Exhibit A.
- b. **Invoicing.** Subscriber shall pay any and all fees specified in this Agreement within thirty (30) days of the invoice date unless otherwise specified.
- c. **Taxes.** Subscriber will be responsible for payment of any applicable federal, state, local or foreign taxes, duties or charges of any kind (including withholding or value based taxes) arising in connection with this Agreement, excluding any taxes based on the Company's net income. If the Company has the legal obligation to pay or collect taxes for which Subscriber is responsible under this Section, the appropriate amount shall be invoiced to and paid by Subscriber in accordance with section 3(b).
- d. **Suspension for Nonpayment.** If Subscriber's account is sixty (60) days or more overdue, in addition to any of its other rights or remedies, the Company reserves the right to suspend Subscriber's access to the Services with three (3) days written notice until the balance is paid in full.

### 4. Treatment of Confidential Information.

- a. **Definition.** "Confidential Information" means any trade secrets or other information of a party, whether of a technical, business, or other nature (including information relating to a party's technology, software, products, services, designs, methodologies, business plans, finances, marketing plans, customers, prospects, or other affairs), that is disclosed to a party during the term of this Agreement and that such party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party. Notwithstanding the foregoing, Confidential Information does not include any information that: (i) was known to the receiving party prior to receiving the same from the disclosing party in connection with this Agreement; (ii) is independently developed by the receiving party without use of or reference to the Confidential Information of the disclosing party; (iii) is acquired by the receiving party from another source without restriction as to use or disclosure; or (iv) is or becomes part of the public domain through no fault or action of the receiving party.
- b. **Restricted Use and Nondisclosure.** During and after the term of this Agreement, each party will: (i) use the other party's Confidential Information solely for the purpose for which it is provided; (ii) not disclose the other party's Confidential Information to a third party unless the third party must access the Confidential Information to perform in accordance with this Agreement and the third party has executed a written agreement that contains terms that are substantially similar to the terms contained in this Section 6; and (iii) maintain the secrecy of, and protect from unauthorized use and disclosure, the other party's Confidential Information to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature.
- c. **Required Disclosure.** If either party is required by law to disclose the Confidential Information or the terms of this Agreement, the disclosing party must give prompt written notice of such requirement before such disclosure and assist the non-disclosing party in obtaining an order protecting the Confidential Information from public disclosure.
- d. **Return of Materials.** Upon the termination or expiration of this Agreement, or upon earlier request, each party will deliver to the other all Confidential Information that they may have in its possession or control. Notwithstanding the foregoing, neither party will be required to return materials that it must retain in order to receive the benefits of this Agreement or properly perform in accordance with this Agreement.
- e. **Confidentiality of this Agreement.** Each Party agrees that the specific terms of this Agreement shall be considered Confidential Information under this section. The Company will have the right to disclose the terms of this agreement to investors, potential investors and shareholders as long as they are informed of the confidential nature of the information. Notwithstanding the foregoing, the Parties agree that the names of the Parties and the existence of this Agreement shall not be considered Confidential Information.
- f. **Term of Nondisclosure Obligations.** Each Party's obligations set forth in this Section 6 will survive and continue for a period of one (1) year after the termination of this Agreement, and will bind each Party's

representatives, successors and assigns, if any; provided, however, that such obligations will terminate with respect to any Confidential Information which becomes available for unrestricted public use through no fault of the other Party.

## 5. Representations and Warranties.

- a. **Mutual Representations.** Each Party hereby represents and warrants that (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (ii) the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; and (iii) this Agreement, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms.
- b. **By Company.** The Company hereby represents and warrants that: (i) the Company has the right to grant to Subscriber the access rights to the Services set forth herein, (ii) Company will correct, repair or replace, at no cost to Subscriber, any defect, malfunction or nonconformity that prevents the Services from operating in accordance with the documentation. Notwithstanding the foregoing, the Company does not represent or warrant that the Services are error-free or that all errors or defects will be corrected.
- c. **Limited Warranty.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8 (AND EXHIBITS REFERENCED HEREIN) AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE SERVICES, HOSTED SYSTEM OR MAINTENANCE SERVICES TO BE SUPPLIED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. NO WARRANTY IS MADE REGARDING THE RESULTS OF ANY SERVICES, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED, OR THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES' FUNCTIONALITY WILL MEET SUBSCRIBER'S REQUIREMENTS.
- d. **Limitation of Liability.** THE COMPANY'S LIABILITY UNDER THIS AGREEMENT OR FOR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO REFUND OF THE RELEVANT LICENSE FEES PAID BY SUBSCRIBER TO THE COMPANY HEREUNDER DURING THE PREVIOUS TWELVE (12) MONTHS, IF ANY. IN NO EVENT SHALL THE COMPANY OR ANY LICENSOR OF THE COMPANY BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF PROFITS, OR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, REPUDIATION OF CONTRACT, NEGLIGENCE OR OTHERWISE.

## 6. Intellectual Property Indemnification.

- a. **Defense of Infringement Claims.** The Company agrees to (a) defend Subscriber against any demand, claim, action or suit by a third party (each, a ***Claim***) that the Services infringe any U.S. patent or U.S. copyright or misappropriates any trade secret of such third party and (b) indemnify Subscriber for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively, ***Losses***) finally awarded to such third party by a court of competent jurisdiction or agreed to as part of a monetary settlement arising out of such Claim. Notwithstanding anything to the contrary contained herein, the Company shall have no liability or obligation to Subscriber or Authorized Users hereunder with respect to any Claim arising from or related to (A) any content provided by or accessed from any Authorized Users or third parties under license or otherwise, (B) Subscriber's or an Authorized User's use of the Services in any manner not expressly contemplated under the Agreement, (C) modifications or combinations of the Services with materials and/or information not provided by the Company, or (D) Subscriber's or an Authorized User's continuing allegedly infringing activity after being notified thereof. Should the use or operation of all or any part of the Services become, or, in the reasonable opinion of the Company, be likely to become, the subject of any claim of infringement of any third party patent or copyright, or of any misappropriation of any trade secret of any third party, the Company shall have the right to modify the allegedly infringing aspects of the Services so that it becomes non-infringing or to obtain the right for Subscriber to continue using such Services. If, in the Company's reasonable opinion, neither of the foregoing is commercially feasible, the Company shall have the right to terminate the Agreement. In the event of such termination, the Company shall grant a refund of any fees paid in advance for access to or

use of the Services beyond the effective date of termination. The foregoing states the entire liability of the Company, and Subscriber's exclusive remedy, with respect to any actual or alleged violation of intellectual property rights by the Services or any part thereof or by their use.

- b. The obligations set forth in this Section 6 are conditioned upon the following: (a) the party seeking indemnification (*Indemnitee*) must notify the indemnifying party (*Indemnitor*) in writing, promptly after receipt of actual notice of any Claim, (b) Indemnitor shall have sole control and authority with respect to the defense, litigation, compromise or settlement of such Claim (except to the extent that any settlement involves material commitments, responsibilities or obligations on the part of Indemnitee, in which case such settlement shall require the prior written consent of Indemnitee, which consent shall not be unreasonably delayed, conditioned or withheld), and (c) Indemnitee shall provide reasonable information, cooperation and assistance as required by Indemnitor (at Indemnitor's expense). Indemnitee reserves the right to participate at its own cost in any proceedings with counsel of its own choosing, provided, however, that Indemnitee shall at all times be subject to Indemnitor's sole control and authority with respect to defending, litigating or settling the Claim.

## 7. General.

- a. **Modification of the Agreement.** The terms of this Agreement may only be modified by a written agreement duly signed by authorized representatives of both parties hereto. Variance from the terms and conditions of this Agreement in any Subscriber purchase order or other written notification will be of no effect.
- b. **Assignment.** This Agreement may not be assigned by Subscriber without the prior written consent of the Company; provided, however, that such consent shall not be required for the assignment of this Agreement by Subscriber to a wholly-owned subsidiary of Subscriber or to a successor corporation or entity in connection with a merger, consolidation or transfer of all or substantially all of the assets of Subscriber by such successor corporation or entity. In such event, Subscriber shall provide prior written notice of such assignment to the Company.
- c. **Force Majeure.** Neither Party will be liable for delay or failure to perform its obligations hereunder caused by an event of natural disaster, casualty, acts of God, riots, terrorism, governmental acts or such other event of similar nature that is beyond the reasonable control of the Party seeking to rely on force majeure to excuse its delay or failure provided (i) such Party did not contribute in any way to such event, (ii) such occurrence could not have been avoided by commercially reasonable precautions and cannot be circumvented through the use of commercially reasonable alternative sources, workaround plans or other means, and (iii) such Party continues to use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible.
- d. **Survival.** The provisions of Sections 1(b), 4 and 5(d) shall survive any termination of this Agreement.
- e. **Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to any conflicts of laws principles.
- f. **Venue.** All disputes which arise in connection with this Agreement shall be resolved, if not sooner settled, by litigation or arbitration only in San Francisco County, California (or the federal commission otherwise having territorial jurisdiction over such county and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the court in question to order changes of venue, and the Parties hereby consent to personal jurisdiction and venue therein.
- g. **Notices.** Any notice or report required or permitted by this Agreement, except as otherwise set forth in this Agreement, shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or forty-eight (48) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such Party's address or facsimile number as set forth below or as subsequently modified by written notice.
- h. **Severability; Waiver.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered

unenforceable. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms. No failure of either Party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights or of any other rights hereunder.

- i. **Relationship of the Parties.** The Company will be and act as an independent contractor and nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the Parties hereto.
- j. **Subcontractors.** Company may utilize a subcontractor or other third party to perform its duties under this Agreement so long as Company remains responsible for all of its obligations under this Agreement.
- k. **Costs.** If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
- l. **Entire Agreement.** This Agreement, including all Exhibits hereto, is the product of both of the Parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof and merges all prior negotiations and drafts of the Parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the Parties hereto regarding such transactions are expressly canceled.