

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. **Vnomics Solution.** You desire for us to provide you with an add-on Subscription to the Vnomics solution, which is provided by Vnomics Corp. We are a reseller of Vnomics service subscriptions. Prior to using the Vnomics solution, you must agree to the terms of the End User License Agreement for the Vnomics solution set forth in Appendix 1 to this Addendum (the “**Vnomics EULA**”). By the signature of your authorized representative below, you hereby accept and agree to the terms of the Vnomics EULA, and agree that the Vnomics EULA is an agreement between you and Vnomics. Vnomics’ acceptance of the Vnomics EULA is evidenced by its provision of the Vnomics service to you.
2. **Vehicle and Driver Group Information.** You authorize and direct us to provide to Vnomics certain of your vehicle and driver group information (including vehicle number, vehicle group name and ID, terminal name and ID, driver ID, and driver home terminal ID) required by Vnomics to set up your vehicle and driver groups in the Vnomics solution in connection with your use of the Vnomics solution.

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 Vnomics Addendum
Vnomics EULA**

End User License Agreement for Vnomics True Fuel® Software

1. **Definitions.** The following terms as used in the EULA shall have the following meanings:
 - a. "Claim" means any action, claim, proceeding, damages, award, judgment, expense and cost, including but not limited to reasonable legal fees.
 - b. "End User" means an individual or entity that enters into an agreement to use Vnomics True Fuel software.
 - c. "EULA" means this End User License Agreement.
 - d. "Improvements" means any alterations, modifications, improvements or derivatives of any of the Software.
 - e. "Representatives" shall mean a party's directors, officers, employees, contractors, agents, and other representatives.
 - f. "Software" means Vnomics True Fuel software installed on End User devices.
2. **Vnomics Obligations.** Vnomics shall provide to End User the Software.
3. **End Users Obligations.** All End Users who receive and/or use the Software must agree to this EULA. If an End User does not agree to the terms of this EULA, the End User must cease all use of the Software and delete all copies of the Software.
4. **Acceptable Use.** Except as otherwise agreed in writing by Vnomics, End Users agrees to: (i) use the Software only in vehicles registered with Vnomics and on devices owned or controlled by the End User; (ii) except as expressly provided under applicable law, not circumvent any technical limitations, decode, decompile, disassemble, derive the source code or otherwise reverse engineer, copy, modify, translate, create improvements, reproduce, republish, upload, post, transmit, or distribute in any way, the Software.
5. **License and Ownership.** Vnomics hereby grants to End User, a non-transferable and non-exclusive license to use the Software. All rights not expressly granted are hereby reserved by Vnomics. Vnomics retains all intellectual property rights in and to the Software and retains all rights not expressly granted.
6. **Warranty and Disclaimer of Warranty.** Vnomics represents and warrants that the Software shall materially conform to the documentation provided by Vnomics. Vnomics' sole responsibility and the sole remedy for breach of this warranty is to use commercially reasonable efforts to remedy any non-conforming Software. END USER EXPRESSLY AGREES THAT THE SOFTWARE IS PROVIDED ON AN "AS-IS" BASIS AT THEIR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VNOMICS, AND VNOMICS' AFFILIATES, LICENSORS, AND SUPPLIERS DISCLAIM ALL GUARANTEES, WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SOFTWARE, INCLUDING BUT NOT LIMITED TO THOSE OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR THAT USE OF SOFTWARE WILL ENSURE COMPLIANCE WITH ANY STATUTORY OR REGULATORY OBLIGATIONS.
7. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CUMULATIVE LIABILITY OF VNOMICS, FOR ALL MATTERS ARISING FROM OR RELATING TO THIS EULA SHALL BE LIMITED TO THE AMOUNT PAID BY THE END USER FOR THE SOFTWARE, AS APPLICABLE, IN THE SIX (6) MONTHS PRIOR TO THE DATE THE LIABILITY AROSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VNOMICS, SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR OTHER ECONOMIC LOSS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND EVEN IF VNOMICS, AND VNOMICS' REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN THE PARTIES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY OR DEATH, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY. END USER SHALL BE RESPONSIBLE FOR ALL LIABILITIES ARISING FROM ITS USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO, PENALTIES OR ACCIDENTS ARISING FROM ANY USE OF VEHICLES BY AN END USER.

8. **Indemnification.** Except to the extent that such Claim is subject to indemnity by End User, Vnomics shall defend, indemnify, and hold the End User harmless from and against any third party Claim arising from any allegation that the Software, or the use thereof by End User infringes or misappropriates any intellectual property rights of a third party. End User, as applicable, shall defend, indemnify, and hold Vnomics and its Representatives harmless from and against any Claim arising from: (i) bodily injury, including death, to any person or persons caused by the negligence of the End User; (ii) damage to or destruction of any property, including loss of use thereof and damage to the environment, caused by the negligence of the End Users; (iii) any services or work performed by End Users (iv) any failure by End User to comply fully with Section 4 of this EULA. The indemnified party shall immediately notify the indemnifying party upon receipt of notice of a Claim, provided that a party shall be relieved of its obligations only to the extent that failure to provide prompt notice prejudiced the ability to defend the Claim. The indemnifying party shall have full control over the defense and settlement of the Claim, and the indemnified party shall provide information and assistance as reasonably requested by the indemnifying party, at its expense.
9. **Termination.** Vnomics may terminate the use of the Software at any time for convenience by providing ninety (90) days prior written notice. Notwithstanding termination: (a) End Users shall not be relieved of its obligation to pay any monies due, or accruing due by the effective date of termination; and (b) Sections 1,3, 4, 7-12, and Section 5 (with respect to ownership), shall survive the expiration or termination. Upon termination the End User shall immediately discontinue all use of the Software, and delete all copies of Software.
10. **General.** The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995). The End User, as applicable, may not assign the Software, in whole or in part, without the prior written consent of Vnomics, which may be withheld in its sole discretion. This EULA, together with any documents referenced herein, constitutes the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing. This EULA shall be governed by laws of the State of New York, without regard to its choice of law or conflicts of law principles. The parties hereby to submit to the exclusive jurisdiction and venue of the courts located in the State of New York. If any provision of the EULA is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision of the EULA. No modification or amendment to the EULA, nor any waiver of any rights under the EULA, shall be effective unless signed and in writing. Failure by either party to enforce any provision of the EULA shall not be deemed a waiver of future enforcement of that or any other provision. Vnomics shall not be liable for failures or delays in performing its obligations arising from any cause beyond its reasonable control, including but not limited to, acts of God, and in the event of any such delay the time for performance shall be extended for a period equal to the time lost by reason of delay.