

**Last Updated:** August 28, 2023

These Supplemental Terms apply to and are made a part of each 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 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 an 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 an 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. “Customer-Provided Hardware”** means Video Equipment purchased by you from a party other than us.
- A.2. “Video Intelligence Portal”** means the online portal (including any successor portal) through which you may access and use the Video Intelligence Service, which is provided under this Schedule as Hosted Software, and if such functionality is enabled by us in the future, order, manage and/or request termination of Subscriptions.
- A.3. “Trimble-Sold Hardware”** means Video Equipment offered by us which is purchased by you through an Order Form for use in connection with an active Subscription.
- A.4. “Vehicle”** means a vehicle (including without limitation a tractor or a trailer) in which Video Equipment is installed for use in connection with a Subscription.
- A.5. “Video Equipment”** means Trimble video cameras installed on or in a vehicle which may include without limitation front cameras, rear cameras, side view cameras, and mirror cameras (each, a “**Camera**”), onboard digital video recorders with Device Software (each, a “**DVR**”), transmitters and receivers, and accessories (including mounting kits) which is either (a) Trimble-Sold Hardware, or (b) Customer-Provided Hardware.
- A.6. “Video Intelligence Service”** means (a) Video Equipment through which video is captured, (b) the online service and system which receives, processes and displays video from Video Equipment for accident investigation, training, and other purposes, and (c) the Video Intelligence Portal (as defined below) through which customers may access the Video Intelligence Service. The Video Intelligence Service enables you to retrieve video based on onboard event recording for supported triggering events (or AI-driven events if AI capability is added as an add-on Subscription), and view triggered videos through the Video Intelligence Portal, including without limitation on-demand access, as further described below.

**B. Order Forms.** You may purchase Trimble-Sold Hardware and order Subscriptions via Order Forms, each of which shall be governed by the terms of the Agreement and the Master Terms. An Order Form will only be considered accepted by us upon the earlier of (a) the date on which we first ship any Trimble-Sold Hardware to you or make the Video Intelligence Portal available to you, or (b) the date on which we execute the Order Form thereby accepting it in writing. The quantity and subscription fee for Subscriptions shall be set forth in an Order Form; a separate Subscription is required for each DVR. We may agree to add Trimble-Sold Hardware to a Subscription via subsequent Order Form.

Subject to the terms of this Agreement, you agree to purchase, and we agree to sell, the Trimble-Sold Hardware listed on each Order Form at the prices stated therein. We may accept or reject any Trimble-Sold Hardware order in whole or in part in writing. Amounts already paid toward the purchase of Trimble-Sold Hardware will be returned if an order is rejected. Trimble-Sold Hardware is shipped Free Carrier (FCA) our shipping dock (Incoterms 2020), freight collect to the street address stated on the signature page of the Order Form or as otherwise agreed upon by the Trimble-Sold Hardware in writing. Title and risk of loss for Trimble-Sold Hardware will pass to you when we deliver the Trimble-Sold Hardware to the shipping carrier. You are responsible for shipping, handling, and insuring the Trimble-Sold Hardware during transit. We will use commercially reasonable

efforts to meet your requested delivery dates unless you are in breach any of your agreement(s) with us, inventory is not available, or our performance of our obligations hereunder is suspended pursuant to these terms, and may fill your orders in any sequence. We are not liable for late or delayed delivery, and late delivery is not a basis for your cancellation of any order. Orders are non-cancelable once shipped to you and you will accept delivery of shipped Trimble-Sold Hardware, subject to the right of return set forth below.

- C. Term.** The term of the Agreement shall commence as of Effective Date and shall terminate on the date of termination of the last Subscription hereunder.

The initial term of each Subscription purchased through an Order Form begins on the Order Form date and continues until the end of the initial Subscription term specified on that Order Form. The Initial Subscription term is measured from, and billing will commence on, the earlier of (a) the installation date of the DVR associated with that Subscription, or (b) for Trimble-Sold Hardware, thirty (30) calendar day anniversary of the shipment date of the DVR associated with that Subscription (the **"Billing Commencement Date"**). Each Subscription will 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 ninety (90) calendar days before the end of the then-current term (the initial Subscription term and renewal Subscription terms collectively, the **"Subscription Term"**).

- C.1. Early Termination Charge.** The Subscription pricing provided under an 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 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 Trimble-Sold Hardware and 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.

- D. Service 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 features of the Video Intelligence Service included with your Subscription as described below and on the Order Form and add-on services for which you have purchased Subscriptions through an Order Form, Addendum or similar agreement, or through the Video Intelligence Portal. Add-on Subscription terms may be amended from time to time by us provided we will notify you of such changes by email or through the Video Intelligence Portal; if you do not agree to the changes, you may cancel the affected add-on Subscription without penalty by providing notice within thirty (30) calendar days of the date of our notice. Add-on Subscriptions shall be coterminous with the base Video Intelligence Service Subscription.

Base SaaS – Video Intelligence Subscription	
<ul style="list-style-type: none"> <li>• Video Intelligence Service</li> <li>• Access to Video Intelligence Portal</li> <li>• Video download service</li> <li>• Driver Assist <i>(requires compatible cable &amp; display screen)</i></li> <li>• On-Demand Video Retrieval <i>(1 minute per Subscription per month included, pooled across all Subscriptions)</i></li> </ul>	<ul style="list-style-type: none"> <li>• Event-based automatic video retrieval</li> <li>• AI-based automatic video retrieval <i>(if purchased as an add-on Subscription only)</i></li> <li>• Driver intelligence AI-based driver event monitoring <i>(if compatible cabin-facing camera hardware is included as Trimble-Provided Hardware and driver intelligence is included in your Subscription)</i></li> </ul>

- D.1. You must provide a list of vehicle numbers or IDs, and other information requested by us, in order to enable the Video Intelligence Service.**

- D.2.** All minutes of on-demand video retrieval in excess of the minutes included in your Subscription are billed at **\$1 USD/\$1.50 CAD** per minute. On-demand minute usage is aggregated across your entire fleet and is

not per Subscription, DVR or Vehicle. Total monthly on-demand minutes are billed to the next highest minute increment (e.g., 99 minutes and 45 seconds would be considered 100 minutes). On-demand minutes are billed by the sum of minutes per camera, per request (for example, if 1 minute of video is requested from all 3 cameras associated with a DVR, the total billable minutes per this request is 3 minutes.)

- D.3.** Vehicles that do not have an installed Trimble on-board telematics device require a virtual device serial number provided by us to be linked to each DVR.
- D.4.** Onboard event recording based on sudden stop/harsh braking, sudden start/harsh acceleration, and headway monitoring must comply with telematics unit providers' recommended onboard event recording threshold settings. We reserve the right to modify pricing due to system configurations that drive excessive use.

You may only use the features and functionality available through your purchased Subscription. Additional terms apply to API usage. Additional features and functionality may require you to purchase add-on Subscriptions. All data to and from your DVR is included in your data usage. We have the right to charge to you additional fees, at our then-current overage rate per additional GB, for data usage not included in your Subscription.

- E. Billing.** Standard Trimble-Sold Hardware payment terms are half due prior to shipment and the balance due upon receipt. Subscriptions will be billed on a calendar month basis unless an alternative billing frequency is specified in an Order Form. Subscription fees for the billing period in which the Billing Commencement Date occurs will be prorated. On-demand minutes will be billed in arrears. If a new DVR is used to replace an existing DVR associated with a Subscription, you agree that (a) you are responsible both for requesting network and system deactivation of the replaced DVR and for Subscription charges on the replaced DVR until it is deactivated on both the network and system, and (B) once installed the new DVR shall assume the remainder of the Subscription Term of the replaced DVR. You are encouraged to recycle replaced and/or decommissioned Products or otherwise dispose of them in a secure, lawful, and environmentally-conscious manner.

- F. Additional Terms.** The following additional terms apply to the Agreement, and to all Order Forms governed by the Agreement, and to all Trimble-Sold Hardware and service-based Software provided pursuant to your Subscriptions. 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. Limited Hardware Warranty.** We warrant to you and only you that the following Trimble-Sold Hardware will conform substantially to the manufacturer's published specifications during the following warranty periods:

Video Equipment	Warranty Period
DVRs, Cameras, transmitters, and receivers; memory cards	one (1) year from the date of shipment
Video Equipment accessories such as standard cables & antennas	ninety (90) days from the date of shipment

Our liability and your exclusive remedy for Trimble-Sold Hardware subject to this limited hardware warranty which upon inspection we determine is non-conforming and covered by warranty is limited, at our option, to repairing the Trimble-Sold Hardware, issuing a credit for the Trimble-Sold Hardware, or replacing it with the same or functionally similar Product, or at our sole election, an upgraded Product (a "**Replacement**"). You are responsible for shipping Trimble-Sold Hardware to us under a warranty claim at your expense. To initiate a warranty claim on Trimble-Sold Hardware, you must contact Trimble Customer Service during the Subscription Term to obtain a Return Merchandise Authorization ("**RMA**") number. Warranty coverage does not include costs of de-installing and reinstalling equipment which is done at your expense. We will not accept warranty claims for Trimble-Sold Hardware that are not securely packaged and insured and/or do not have the correct RMA number written clearly on the return packaging. If we pre-ship you a Replacement, you will be invoiced for, and agree to pay to us, the then-current list price of the Replacement if the Trimble-Sold Hardware being replaced under warranty is not returned to us within sixty (60) days of the date of shipment of the Replacement. Extended warranties do not apply to Trimble-Sold Hardware.

Any repair or replacement of Products or accessories by us under this warranty will not extend the original warranty period. This warranty is exclusive to your use of the Trimble-Sold Hardware and is not assignable or transferable.

This limited hardware warranty only applies if and to the extent that (a) the Trimble-Sold Hardware is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with our applicable documentation and specifications and under conditions of normal use, and (b) the Trimble-Sold Hardware is not modified or misused. This limited warranty does not apply to, and we are not responsible for defects or performance problems resulting from (i) the combination or use of Trimble-Sold Hardware with hardware or software products, information, data, systems, interfaces or devices not made, supplied or specified by us; (ii) operating Trimble-Sold Hardware under any specification other than, or in addition to, our standard specifications for them; (iii) the installation, modification, repair or use of Trimble-Sold Hardware other than by us or a third-party installer representing us (a “**Trimble Installer**”); (iv) damage not caused by us or a Trimble Installer; (v) normal wear and tear on consumable parts (e.g., batteries); or (vi) cosmetic damage. We do not warrant or guarantee the results obtained through the use of Software or Trimble-Sold Hardware.

**F.2. Limited Right of Return for Products; Limited Cancellation Right for Subscriptions.** You shall have the right, within thirty (30) calendar days from the date of shipment, to return Trimble-Sold Hardware which has not been installed and is in new condition in the original packaging. You must contact Trimble Customer Service to initiate a return and must comply with our product return (RMA) procedures then in effect. We will not accept returns of Trimble-Sold Hardware that is not securely packaged and insured, is sent Cash on Delivery (COD), and/or does not have the correct RMA number written clearly on the return packaging. You shall be responsible for the cost of returning Trimble-Sold Hardware. Returned Trimble-Sold Hardware is subject to a 15% restocking fee. Following timely receipt of Trimble-Sold Hardware in qualifying condition at our designated facility within fourteen (14) calendar days of your receipt of an RMA for such Trimble-Sold Hardware, we will credit your account for the Trimble-Sold Hardware cost only less the applicable restocking fee. Risk of loss for returned Trimble-Sold Hardware shall remain with you until the Trimble-Sold Hardware is delivered to our designated facility. If purchased, installation certificates can either be returned for credit or redeemed for a period of twelve (12) months from the issuance date, after which date they expire and are non-refundable.

You also have the right to cancel a Subscription for an onboard computer Product without penalty if such cancellation is requested by you during the RMA process contemporaneously with the return of a corresponding onboard computer Product purchased from us under the process set forth in the preceding paragraph.

**F.3. Installation Services.** Trimble-Sold Hardware must be installed at your premises or other mutually agreed-upon location either (a) by us or a Trimble Installer pursuant to an installation services SOW, or (b) by your employee or another third party on your behalf. Your request for installation services will be deemed to be your consent for us or a Trimble Installer to make certain minor modifications to your vehicles necessary for Trimble-Sold Hardware installation. Upon your request and as specified in a SOW, we or a Trimble Installer will use commercially reasonable efforts to install the Trimble-Sold Hardware at an agreed-upon location (which may be your premises) on a mutually agreed-upon installation date. Installation services consist of the initial set-up and programming and configuration of the Trimble-Sold Hardware (as specified in a SOW) as needed. If you notify us that Trimble-Sold Hardware installed via installation services fails within thirty (30) days of the date of installation, and faulty installation is determined by us to be the direct cause of the Trimble-Sold Hardware’s failure, as your sole and exclusive remedy we will re-perform the installation for you and will waive reinstallation costs if we or a Trimble Installer re-performs the installation or installs a replacement.

**F.4. Training.** As requested by you from time to time and based on our resource availability, we will provide technical training services on the use of our Products and Software (“**Training**”) on a mutually-agreed schedule, at our standard training hourly rate. Travel and expenses for training personnel are billed separately by us, and paid separately by you, unless otherwise stated in the SKU description, SOW or Order Form. Training cancelled or rescheduled by you within fourteen (14) calendar days of the scheduled Training date will be billed to you at fifty (50%) of original estimate plus non-refundable travel expenses if incurred prior to our receipt of the cancellation or reschedule request.



**F.5. Safety Stock.** You may purchase additional Trimble-Sold Hardware to be kept as uninstalled and inactive backup equipment for use as replacements in the event of the failure of an installed unit ("**Safety Stock**"). Safety Stock enables you to add or maintain service with minimal downtime. When a Safety Stock Product is ready to be installed as a replacement for an existing Device, you must activate a Safety Stock Product for use via our activation process and associate it with an available Subscription. Upon activation, it will be billed as an active unit. For Products subject to monthly service fees, no monthly service fees apply to Safety Stock until activated. If Safety Stock is used as a warranty replacement, the replaced Product must be returned to us as required by Section F.2. The limited product warranty set forth in Section F.1 applies to Safety Stock. Regardless of whether an active unit is moved to Safety Stock, you will be billed for your minimum number of contracted Devices.

**F.6. Numbers; Security; Fraud; Privacy.** You shall not remove, replace or reprogram the SIM card installed in Trimble-Sold Hardware or Customer-Provided Hardware. Doing so may render the device or our Software unable to function properly. Cellular communications are susceptible to interception by third parties and we do not guarantee and have no obligation to secure the privacy of your communications. We have the right to intercept and disclose your communications solely to protect our rights or property or as required by law or legal process. Cellular numbers are susceptible to fraud and theft by third parties and we do not provide any guarantee against fraudulent use of such numbers. You shall notify us immediately upon discovery of, and agree to hold us harmless from and against any damages arising from, theft or fraudulent use of such numbers. You agree that we may share truck system data (e.g., engine data) collected through a Product with the system and/or vehicle manufacturer.

**F.7. Driver Intelligence Solution.** The Video Intelligence Service includes an available driver intelligence solution, which uses driver-facing camera hardware and Trimble software to capture and analyze facial imagery. If you choose to use this solution, facial imagery data may be used to identify drivers and driver events and for other driver training, safety, and compliance purposes. The facial imagery data that Trimble's driver intelligence collects, captures, possesses, uses, and/or processes ("**Processes**") may be considered biometric data in some jurisdictions. If you elect to use Trimble's driver intelligence solution, you acknowledge that Trimble Processes such data on your behalf, and you grant us permission to use such data to improve the data intelligence solution. You understand and acknowledge that state and local laws, rules and regulations, including without limitation the Illinois Biometric Identifier Privacy Act, impose obligations on companies Processing biometric information (collectively, "**Biometric Laws**"), and that you are solely responsible for ensuring compliance with all Biometric Laws with respect to your use of Trimble technologies, including but not limited to notice and consent obligations with respect to Trimble's Processing of facial imagery data on your behalf. You warrant, covenant, and certify to Trimble that you will fully comply with Biometric Laws in your use of Trimble's driver intelligence solution, including that you will provide all legally required notice to and obtain all legally required written consent under Biometric Laws from each person that will use a driver intelligence-enabled vehicle prior to that person's initial use of such vehicle, and upon request will confirm and demonstrate your compliance with this obligation.

You agree that your indemnification obligations under clause (iii) of Section 8 of the Master Terms expressly include your failure to comply in all respects with the foregoing warranty, covenant and certification and with Biometric Laws applicable to you, your business, and/or your use of our driver intelligence hardware and software solution. You will add Trimble as an additional insured on your insurance policies that offer coverage for violations of Biometric Laws and provide us with proof of such coverage (if any) upon request.

**F.8.** Your use of the Video Intelligence Service to record video of traffic and collect data of drivers must comply with all applicable laws, rules, regulations, codes and ordinances of the country of use, including without limitation those relating to data protection and data privacy as well as Biometric Laws (collectively, "**Applicable Laws**"). YOU ARE FULLY AND SOLELY RESPONSIBLE FOR EVALUATING THE SUITABILITY OF THE VIDEO INTELLIGENCE SERVICE AND VIDEO EQUIPMENT UNDER APPLICABLE LAWS AND FOR USE OF THE VIDEO INTELLIGENCE SERVICE AND VIDEO EQUIPMENT IN COMPLIANCE WITH ALL APPLICABLE LAWS, AND SHALL HOLD US AND OUR AFFILIATES HARMLESS FROM AND AGAINST ANY FINES, PENALTIES, OR OTHER DAMAGES, EXPENSES, COSTS, OR OTHER LIABILITY ARISING FROM THE USE OF THE VIDEO INTELLIGENCE SERVICE AND VIDEO EQUIPMENT IN A MANNER NOT COMPLIANT WITH ALL APPLICABLE LAWS.

We do not guarantee that recordings and data collected through the Video Intelligence Service will be admissible in court or accepted by insurance companies or other third parties.

THE DVR WRITES TO A HIGH-ENDURANCE INDUSTRIAL SECURE DIGITAL (SD) OR MICROSD MEMORY CARD SPECIFICALLY FORMATTED FOR THE DVR. MEMORY CARDS NOT PURCHASED DIRECTLY FROM US ARE NOT SUPPORTED. USE OF SUCH CARDS IS AT YOUR OWN RISK AND WILL VOID THE EQUIPMENT WARRANTY. THE VIDEO INTELLIGENCE SERVICE READS AND WRITES TO MEMORY CARDS ON A NEAR-CONTINUOUS BASIS AND MAY RESULT IN SHORTER OPERATIONAL LIFETIMES; YOU ARE RESPONSIBLE FOR MONITORING CARD USAGE AND REPLACING MEMORY CARDS WHEN NECESSARY, AND FOR SECURING AND/OR WIPING DATA FROM REMOVED CARDS.

YOU AGREE AND ACKNOWLEDGE THAT VIDEO EQUIPMENT MAY BE DISCONTINUED WITH OR WITHOUT WARNING AND THAT PRODUCTS MAY NOT BE AVAILABLE IN QUANTITIES DESIRED OR ORDERED BY YOU, AND THAT FUTURE VERSIONS OF VIDEO EQUIPMENT MAY NOT BE BACKWARDS COMPATIBLE WITH EXISTING CABLES, MOUNTS AND OTHER ACCESSORIES. VEHICLE MOUNTING LOCATION AND SURROUNDING MATERIALS MAY IMPACT RECEPTION. YOU FURTHER ACKNOWLEDGE THAT WE AND PRODUCT MANUFACTURERS MAY DISCONTINUE PROVIDING SOFTWARE OR FIRMWARE UPDATES IN THE FUTURE 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. WE MAY USE ARTIFICIAL INTELLIGENCE IN OUR SOLUTIONS WHICH MAY RESULT IN FALSE POSITIVES OR NEGATIVES. WE DO NOT WARRANT THE AVAILABILITY, ACCURACY, TIMELINESS, OR USEFULNESS OF ANY INFORMATION ACCESSED OR PROVIDED THROUGH USE OF THE PRODUCTS AND SERVICES. USE OF CERTAIN PRODUCTS AND SOFTWARE IS DEPENDENT ON THE AVAILABILITY AND COVERAGE OF WIRELESS AND TELECOMMUNICATIONS NETWORKS AND TECHNOLOGIES, GLOBAL NAVIGATION SATELLITE SYSTEMS AND THE INTERNET, WHICH INVOLVE FACILITIES OWNED AND OPERATED BY THIRD PARTIES ("**CARRIERS**"). WE ARE NOT RESPONSIBLE FOR THE OPERATION, AVAILABILITY OR FAILURE OF CARRIERS' SYSTEMS OR FACILITIES, OR FOR SUCH CARRIERS' ELECTION TO SUNSET CELLULAR SPECTRUMS OR TECHNOLOGIES IN THE FUTURE. CARRIERS DISCLAIM ALL LIABILITY OF ANY NATURE TO YOU, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, ARISING OUT OF YOUR USE OF OUR PRODUCTS, SOFTWARE, SUBSCRIPTIONS AND SERVICES, AND YOU WILL HAVE NO CLAIMS AGAINST CARRIERS OF ANY KIND WITH RESPECT THERETO. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THE AGREEMENT AND FORMED THE BASIS FOR DETERMINING FEES CHARGED.