

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. **Drivewyze Service.** You desire for us to provide you with an add-on Subscription to the Drivewyze service, which is provided by Drivewyze Inc. We are a reseller of Drivewyze service subscriptions. Prior to using the Drivewyze service, you must agree to the terms of the “Service and End User License Agreement” for the Drivewyze service set forth in Appendix 1 to this Addendum (the “**Drivewyze EULA**”). By the signature of your authorized representative below, you hereby accept and agree to the terms of the Drivewyze EULA, and agree that the Drivewyze EULA is an agreement between you and Drivewyze. Drivewyze’s acceptance of the Drivewyze EULA is evidenced by its provision of the Drivewyze service to you.
2. **Drivewyze PreClear Bypass.** If Drivewyze PreClear Bypass is specified on the Order Form, as part of your Optional Subscription you may use the Drivewyze PreClear weigh station bypass application on compatible Trimble displays with a complimentary weigh station cost analysis tool, and nationwide Weigh Station Heads Up notifications.
3. **Changes to Subscription via Drivewyze Customer Portal.** You acknowledge that the Drivewyze customer portal includes functionality to modify utilized Drivewyze services. However, you agree that you will not make changes to your Drivewyze Subscription (e.g., to vehicle services) in the Drivewyze customer portal unless you have first signed an Order Form with us for the desired changes to your Subscription, or unless we have notified you that we have enabled the ability for you to modify your Subscription via the Drivewyze customer portal. If they make modifications in the Drivewyze customer portal without a signed Order Form, you agree that you are not entitled to use such additional services and that we or Drivewyze will revert such changes in the Drivewyze customer portal. If we notify you that we have enabled the ability for you to modify your Drivewyze Subscription via the Drivewyze customer portal, any changes you make in the Drivewyze customer portal will constitute your agreement to purchase the additional services from us, Drivewyze will provide the additional services, and we will bill you for such services, as if you physically signed an Order Form.

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 Drivewyze Addendum Drivewyze EULA

### Service and End User License Agreement

1. **Definitions.** The following terms as used in the Agreement shall have the following meanings:
- a. “Agreement” means this Service and End User License Agreement, and, if applicable, the order form and subscription form.
  - b. “Authorization and Waiver” means the form of Authorization and Waiver that may be provided to Customer.
  - c. “Claim” means any action, claim, proceeding, damages, award, judgment, expense and cost, including but not limited to reasonable legal fees.
  - d. “Confidential Information” means information disclosed to or otherwise obtained by a party or its Representatives during the term of the Agreement (whether or not marked “confidential” or “proprietary”) relating in any way directly or indirectly to the business of the other party and its affiliates, but excludes information that: (i) was publicly available before disclosure to the receiving party; (ii) enters the public domain except as the result of breach by the receiving party; (iii) was already in the receiving party’s possession without an obligation of confidence; or (iv) is disclosed to the receiving party by a third party having a lawful right to do so.
  - e. “Customer” means an individual or entity that enters into a Service Agreement for access to and use of Software and Services, or an Independent Driver that enters directly into a Service Agreement for access to and use of Software and Services.
  - f. “End User” means either an Independent Driver, or an individual that is a Representative of a Customer that accesses or uses the Software or Services.
  - g. “Improvements” means any alterations, modifications, improvements or derivatives of any of the Services or Software.
  - h. “Independent Driver” means an individual that directly contracts with Drivewyze for access to and use of the Software and Services.
  - i. “Representatives” shall mean a party’s directors, officers, employees, contractors, agents, and other representatives.
  - j. “Services” means the services, programs, Software or other functionality made available by Drivewyze and its affiliates to their customer base (directly or through Resellers), including but not limited to the Customer and its End Users. Services may be further described at [www.Drivewyze.com](http://www.Drivewyze.com), or in documentation provided or made available electronically or otherwise by or for Drivewyze or its resellers or Representatives.
  - k. “Service Agreement” means an order form subscription agreement, or other agreement specifying the term for receipt of the services, and pricing and payment obligations.
  - l. “Service Sites” means federal, state or provincial sites, including but not limited to open weigh stations, ports-of-entry, temporary inspection sites, mobile inspection sites, agricultural interdiction facilities, and other government sites.
  - m. “Software” means Drivewyze software installed on End User devices or otherwise provided to Customer or their respective End Users, or to which End Users are provided access as part of Services.
  - n. “Third Party Providers” means government agencies, leasing companies, third party credential processors, and/or other third party service providers.
  - o. “Waived Information” means information required to support or permit the provisioning of the Services, including without limitation information regarding registrations, permits, licenses, inspections, taxes, credentials, fleets, End Users, and registered vehicles.

2. **Drivewyze Obligations.** During the term of the Agreement, Drivewyze shall provide to Customers and End Users, as applicable, the Services and the Software.
3. **Customer Obligations.** An Independent Driver shall be responsible both as a Customer and an End User under the Agreement. Customer shall be responsible and liable for all acts and omissions of the End Users and for any use of Software or Services by the End Users, including but not limited to anything that would be a breach of the Agreement if done by the Customer. Customer represents and warrants that it has the right to provide the authorizations and consents set out in Sections 6 and 10.
4. **Acceptable Use.** Except as otherwise agreed in writing by Drivewyze, Customer agrees on behalf of itself and the End Users to: (i) obtain permission from a vehicle lessor to electronically screen the vehicle credentials when the Customer is leasing a vehicle in which Software has been downloaded to a device; (ii) use the lanes designated as Drivewyze lanes, where available, and obey all applicable laws, regulations and guidance in the use of the Software and Services; (iii) notify Drivewyze of any message conflicts from an alternate in-cab transponder so that they can be resolved in the Drivewyze system; (iv) report to Drivewyze in a timely manner any changes relevant to account, vehicle or fleet information; (v) use the Software or Services only in vehicles registered with Drivewyze and on devices owned or controlled by Customer, and in strict accordance with laws and policies applicable to the Services; (vi) keep Drivewyze updated with all information regarding all vehicles permitted for driving under the Customer's Department of Transportation ("DOT") number, and notify Drivewyze immediately if a vehicle is no longer approved or driving under the DOT number; and (vii) 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 or Services, including via a timesharing, service bureau, or other arrangement.
5. **License and Ownership.** Drivewyze hereby grants to Customer and End Users, as applicable, a non-transferable and non-exclusive license to use any Software downloaded on Customer or End User devices solely to receive Services in accordance with the Agreement. All rights not expressly granted are hereby reserved by Drivewyze. Drivewyze retains all intellectual property rights in and to the Services and Software and retains all rights not expressly granted. To the extent Customer or End Users creates any Improvements, it hereby assigns and agrees to assign all right, title and interest in such Improvements to Drivewyze, including but not limited to all intellectual property rights in or to such Improvements.
6. **Data Retention and Privacy.** Drivewyze routinely collects retains Customer and End User data regarding Customer's fleet operation, vehicles and End Users, including data recorded in electronic recording devices as required by applicable law. Customer on behalf of itself and its End Users authorizes Drivewyze to collect, use, store, and disclose (including to government agencies as required by applicable law) this data and Waived Information to provide the Services, including but not limited to the Customer and its End Users. Customer authorizes and provides a waiver (including on behalf of End Users) for Third Party Providers, and for Drivewyze to provide such Waived Information to Third Party Providers. Customer expressly authorizes Drivewyze to generate an Authorization and Waiver document in Customer's and End User's names. Drivewyze shall comply with and have the rights set out in the Privacy Policy found at [www.Drivewyze.com](http://www.Drivewyze.com). In no circumstances will Drivewyze disclose to a third party (other than to government agencies as required by law or as part of Services to Customer) any information that identifies a specific Customer, carrier, fleet, vehicle or End User, without the consent of the Customer on behalf of itself and End Users, as applicable.
7. **Warranty and Disclaimer of Warranty.** Drivewyze represents and warrants that the Software and Services shall materially conform to the documentation provided by Drivewyze. Drivewyze's sole responsibility and the sole remedy for breach of this warranty are to reperform the non-conforming Services, or to use commercially reasonable efforts to remedy any non-conforming Software. CUSTOMER, ON BEHALF OF ITSELF AND END USERS, EXPRESSLY AGREES THAT THE SOFTWARE AND THE SERVICES ARE PROVIDED ON AN "AS-IS" BASIS AT THEIR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DRIVEWYZE, AND DRIVEWYZE'S AFFILIATES, LICENSORS, AND SUPPLIERS DISCLAIM ALL GUARANTEES, WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SOFTWARE AND SERVICES, INCLUDING BUT NOT LIMITED TO THOSE OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR THAT USE OF SOFTWARE OR SERVICES WILL ENSURE COMPLIANCE WITH ANY STATUTORY OR REGULATORY OBLIGATIONS.

- 8. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CUMULATIVE LIABILITY OF DRIVEWYZE, AND DRIVEWYZE'S AFFILIATES, LICENSORS, AND SUPPLIERS FOR ALL MATTERS ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER OR END USER FOR THE SOFTWARE OR SERVICES, AS APPLICABLE, IN THE SIX (6) MONTHS PRIOR TO THE DATE THE LIABILITY AROSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DRIVEWYZE AND ITS SUPPLIERS 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 DRIVEWYZE, AND DRIVEWYZE'S AFFILIATES, LICENSORS, OR SUPPLIERS 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.
- 9. Indemnification.** Except to the extent that such Claim is subject to indemnity by Customer under this Agreement, Drivewyze shall defend, indemnify, and hold the other party and its Representatives harmless from and against any third party Claim arising from any allegation that the Software or Services, or the use thereof by Customers infringes or misappropriates any intellectual property rights of a third party. Customer shall defend, indemnify, and hold Drivewyze, its resellers, and their Representatives harmless from and against any Claim arising from: (i) bodily injury, including death, to any person or persons caused by the negligence of Customer, an End User, or their respective Representatives, as applicable; (ii) damage to or destruction of any property, including loss of use thereof and damage to the environment, caused by the negligence of Customer, an End User, or their respective Representatives, as applicable; (iii) any services or work performed by Customer, End Users or their respective Representatives, as applicable; (iv) any warranty or representation concerning the Software or Services made by Customer, or their respective Representatives, as applicable, that exceeds, is not included in, or is inconsistent with the warranties expressly provided by Drivewyze; (v) any breach of this Agreement, including but not limited to the Customer's representations and warranties; (vi) tickets, penalties or accidents arising from the use of vehicles; or (vii) any allegation that any non-Drivewyze services or products, or their combination or use with the Software or Services infringes or misappropriates a third party's intellectual property rights. The indemnified party shall immediately notify the other 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 other party shall provide information and assistance as reasonably requested by the indemnifying party, at its expense.
- 10. Confidentiality.** A party may use the Confidential Information of the other party solely for the purpose of fulfilling obligations or exercising rights under the Agreement. Neither party shall disclose Confidential Information of the other party to another person without prior written consent, except that a party may disclose Confidential Information of the other party if disclosure is required by applicable law, by a court of competent jurisdiction or by another appropriate regulatory body, provided, however, that to the extent permitted by applicable law, such party gives the other party prompt commercially reasonable notice in writing of that disclosure to permit it to contest or limit such disclosure.
- 11. Term and Termination.** The term of the Agreement, shall be as set out in the applicable Service Agreement. Drivewyze may terminate the Agreement at any time for convenience by providing ninety (90) days prior written notice. A party may terminate the Agreement on written notice if the other party has breached any material provision of the Agreement and such breach remains uncured thirty (30) days after receipt of notice detailing such breach. A party may terminate the Agreement on written notice if: (a) a receiver is appointed for the other party or its property the other party; (b) the other party makes a general assignment for the benefit of its creditors; (c) the other party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, which proceedings are not dismissed within sixty (60) days of its commencement; or (d) the other party is liquidating or dissolving. Notwithstanding termination or expiration of the Agreement: (a) Customer shall not be relieved of its obligation to pay any monies due or accruing due by the effective date of termination; and (b) Sections 4-8, 10, 11 and 12 (with respect to ownership), shall survive the expiration or termination of the Agreement. This Agreement shall automatically terminate with respect to an

End User upon the termination or expiration of the Service Agreement with the applicable Customer. Upon expiration or termination of the Agreement, Customer or End User, as applicable, shall immediately discontinue, and shall cause all End Users to discontinue, all use of the Software and Services, and delete all copies of Software.

**12. 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), and all U.S. Government End Users acquire the Software with only those rights set forth herein. All notices, communications and deliveries hereunder shall be made in writing, signed, and shall be delivered by via email. The email address for the Customer or End User, as applicable, shall be set out in the Service Agreement, and End User agrees that Drivewyze may send notices to End Users to the attention of the Customer, as applicable. The email address for Drivewyze is legal@drivewyze.com. The parties’ relationship is that of independent contractors, and neither party shall have any right whatsoever to represent the other party, or to incur any liabilities or obligations on behalf of the other party. Customer or End User, as applicable, may not assign the Agreement, in whole or in part, without the prior written consent of Drivewyze, which may be withheld in its sole discretion. This Agreement, 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 Agreement shall be governed by laws of the State of Delaware, without regard to its choice of law or conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods is disclaimed by the parties and does not apply. The parties hereby attorn and submit to the exclusive jurisdiction and venue of the courts located in the State of Delaware. If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision of the Agreement. No modification or amendment to the Agreement, nor any waiver of any rights under the Agreement, shall be effective unless signed and in writing. Failure by either party to enforce any provision of the Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Drivewyze 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. Each party acknowledges that any breach of its obligations under the Agreement with respect to the intellectual property rights, proprietary rights or confidential information of the other party will cause such party irreparable injury for which damages will be inadequate remedies at law, and such party will be entitled to seek injunctive or other equitable relief. Customer agrees to execute such documentation and provide such information and cooperation as reasonably required to give effect to this Agreement, including but limited to any waivers, authorizations or assignments.

**13. Florida Agricultural Inspection Site Usage Important Notice and Additional Terms.** Customers may opt in for an additional feature of the Service, for no additional charge, that allows Customer to be eligible to participate and receive bypasses at Florida Agriculture Sites. By entering into a Services Agreement for the provision of Services, Customer agrees to the program criteria for the vehicle being driven and must comply with all statutes and rules in order to participate as outlined in Chapter 570 of Florida Statutes and Rule 5A-16.005. Customers who fail to stop and submit to agriculture inspections when required by law are subject to administrative and criminal penalties. Customers who fail to comply with the program criteria or otherwise violate the governing laws are subject to loss of participation in the pre-clearance program. By entering into a Services Agreement for the provision of Services, the Customer and ultimate transporter of the vehicle being driven hereby:

- a. Agrees to directly provide to the Florida Department of Revenue when notified, all Florida destination bills of lading in an approved electronic format. This includes bills of lading for shipments that originated outside Florida that are delivered to a final destination in Florida. These electronic bills of lading must be submitted on a calendar quarter basis, unless an alternative reporting cycle is approved in writing by the Florida Department of Revenue. This data must be received by the Florida Department of Revenue within 30 days after the end of each quarter.
- b. Shall be engaged primarily in the transportation of commodities other than commodities over which the Florida Department of Agriculture and Consumer Services (FDACS) exercises regulatory authority. Customers who routinely or regularly transport agricultural, horticultural, aquaculture, livestock or other commodities over which FDACS exercises regulatory authority are ineligible to participate in the pre-clearance program.



- c. Understands that enrollment in the Service does not preclude any FDACS representative from inspecting the cargo, or absence thereof, regular manifest and/or other bills of lading of all vehicles at all Florida terminals or drop sites any time, as provided by Florida Statutes.
- d. Agrees that each and every truck shipment which contains or includes agricultural, horticultural, aquaculture, livestock or other commodities over which FDACS exercises regulatory authority will voluntarily stop at all agricultural inspection stations and declare such commodities even when enrolled in the Service.
- e. Understands that all vehicles enrolled in the pre-clearance program approaching a specified agricultural inspection station may be randomly selected and routed into the inspection station.