

This Addendum (the “**Addendum**”) applies to and is made a part of the Order Form entered into between the Trimble legal entity named on that Order Form, with an address for notice purposes as set forth on the Order Form (“**Trimble**”, “**our**”, “**we**”, and “**us**”) and the customer named on an 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 Enterprise Cloud Hosting (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 will 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. Definitions. The following definitions apply to this Addendum:

- 1.1. “Billing Commencement Date”** means the date determined by us and communicated to you on which we first give you access to the IBMi Disaster Recovery Solution.
- 1.2. “IBMi Disaster Recovery Solution”** means Hosting Services consisting of a backup failover environment for your IBMi-Based TTE Solution which failover environment is hosted by us as a logical partition on our system, and which requires MIMIX software to function. Each IBMi Disaster Recovery Solution is provisioned with 100GB of storage; additional storage may be available as an add-on to your Subscription for an additional subscription fee.
- 1.3. “IBMi-Based Trimble Solution”** means an IBMi version of Innovative, TL2000, or TMT software for which you have a valid perpetual license purchased by you (whether or not we provide Hosting Services for Your Licensed Software).
- 1.4. “MIMIX”** means Assure MIMIX, a third-party IBMi data replication software solution sold by Precisely which is used for data replication from the IBMi-Based Trimble Solution environment to the IBMi Disaster Recovery Solution environment.

2. Subscription. You have an existing license to an IBMi-Based Trimble Solution which remains in effect as of the Addendum Effective Date. Pursuant to the Order Form you have purchased a Subscription to the IBMi Disaster Recovery Solution (the “**Subscription**”). For the Subscription term specified and subject to your compliance with the terms of this Addendum and the Agreement, we grant to you a limited, non-exclusive, non-assignable and non-transferable (except in connection with a permitted assignment of an Agreement), non-sublicensable right to access and use the IBMi Disaster Recovery Solution for your own internal business operations.

- 2.1. Subscription Term.** The initial term of the Subscription purchased through the Order Form begins on, and billing will commence on, the Billing Commencement Date, and continues until the end of the Subscription term specified on that Order Form (the “**Initial Subscription Term**”), subject to a minimum Initial Subscription Term of thirty-six (36) months. Each Subscription term shall automatically renew for successive one (1) year renewal terms unless written notice of non-renewal is provided by a Party to the other Party at least sixty (60) calendar days before the end of the then-current term (each, a “**Renewal Subscription Term**”) (the Initial Subscription Term and any Renewal Subscription Terms collectively, the “**Subscription Term**”). Upon termination or expiration of your Subscription, we will de-provision the IBMi Disaster Recovery Solution.
- 2.2. Separate MIMIX Subscription Required.** To use the IBMi Disaster Recovery Solution, a separate MIMIX license is required. You are responsible for licensing MIMIX for use with the IBMi Disaster Recovery Solution. If you have a subscription to our cloud hosting services in which we host your IBMi-Based Trimble Solution, you can purchase a MIMIX license and MIMIX implementation services directly from us. Otherwise, you may purchase a MIMIX license and MIMIX implementation services directly from Precisely. As part of such MIMIX implementation services, Precisely will set up MIMIX in the IBMi Disaster Recovery Solution environment following provisioning of the environment by us.

- 2.3. Your Contractors.** You may utilize third party contractors to provide professional services to you in connection with your use of the IBMi Disaster Recovery Solution (“**Your Contractors**”). All acts and omissions of Your Contractors with respect to the IBMi Disaster Recovery Solution and the performance or non-performance of your obligations under this Addendum shall be construed as your acts and omissions, and you shall be responsible for any breach of this Addendum caused by the acts or omissions of Your Contractors. Your Contractors, if provided with separate user access, shall each count towards your total user capacity (if applicable).
- 2.4. Implementation and Support.** Following execution of this Addendum and your acceptance of the Order Form, we will provision your IBMi Disaster Recovery Solution environment. We will provide up to five (5) hours of support per month for the IBMi Disaster Recovery Solution as part of your Subscription; additional support, if provided by us, will be provided on a time and materials basis at our then-current support rate, and you agree to pay all such support charges so incurred. At your request and as scheduled by our mutual agreement, we will assist with up to two (2) test failovers per year (which assistance will count as support hours per the above).
- 2.5. Restrictions.** You and your users will keep all login credentials confidential, and will not share login credentials between users. You will immediately notify us if you believe any login credentials any of for your users may have been disclosed or compromised, and you will hold us harmless from and against any unauthorized and/or harmful access to your accounts(s) and/or data, or breach of this Agreement, using login credentials issued to or by you. You covenant that except as expressly authorized under this Agreement, you will not use the IBMi Disaster Recovery Solution in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights or other rights of any person, organization or entity, or that violates any applicable law, rule, regulation, code or ordinance, or cause or authorize any third party to do the same.
- Notwithstanding anything to the contrary set forth herein, we may temporarily suspend your right to use the IBMi Disaster Recovery Solution (a) upon five (5) business days’ prior notice if you fail to make payments to us when due (unless such payment delinquency is cured within such period), or (b) immediately, without prior notice, if your acts or omissions (or those of your agents or users) threaten the integrity or security of any our systems, provided that we will restore access as promptly as possible following resolution of the cause of such suspension to our reasonable satisfaction.
- 2.6. Risk Allocation.** You acknowledge and agree that we are providing the IBMi Disaster Recovery Solution environment on an infrastructure-as-a-service basis, and that we are not liable for, and you will hold us harmless from any loss, damage, or liability resulting from or relating to any failure of the MIMIX software or other misconfiguration or error in the software operating within the IBMi Disaster Recovery Solution environment. IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES RELATED TO THE IBMi DISASTER RECOVERY SOLUTION, WHETHER FORESEEABLE OR UNFORESEEABLE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, OR DATA, LOSS OF USE, COSTS OF COVER, DOWNTIME AND USER TIME REGARDLESS OF THE LEGAL THEORY ASSERTED OR WHETHER A CLAIM IS BROUGHT IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR LIABILITY RESULTING FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS ADDENDUM OR THE IBMi DISASTER RECOVERY SOLUTION, REGARDLESS OF THE LEGAL THEORY ASSERTED OR WHETHER A CLAIM IS BROUGHT IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHER THEORY, EXCEED THE SUBSCRIPTION FEES PAID TO US DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

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.