

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 Subscriptions (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:

- a. “**Market Insights**” means the service that enables customers to view an index of estimated market point-to-point rates for the full truckload industry segmented by category (van, refrigerated and flatbed), including aggregated industry level pricing and transit time data from companies using the Market Insights tool, for the purposes of generating accurate, market-based route pricing. The Market Insights service is accessible through the Market Insights Portal as further described below.
- b. “**Market Insights Data**” means data accessed or otherwise viewed or obtained by you through the Market Insights service, which may be segmented by city and category and may include without limitation minimum/maximum/average rate per mile, number of load movements, average miles, average intermediate stops, average accessorial charges, average fuel surcharge, average weight, and number of participating carriers.
- c. “**Market Insights Portal**” means the web-based interface through which you can query Market Insights Data.
- d. “**Market Insights Utilities**” means those software tools made available to Market Insights users from time to time at our discretion (e.g., a utility to import Market Insights Data into a Netwise area-to-area matrix for use in pricing simulations, API tools, etc.).
- e. “**Users**” means your employees who are authorized by you to access the Market Insights service on your behalf and have been supplied access credentials by you (or by us at your written request).

**2. Grant of Rights.** Subject to your compliance with your obligations under and the terms of this Addendum, for the Term of this Addendum we grant to you a royalty-free, limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, revocable right to access and use Market Insights Data for each category of data for which you provide data to us, solely for your own internal business purposes (a) through the Market Insights Portal, and (c) through available Market Insights Utilities. Each User under your account must have unique login credentials. You and your personnel shall keep all login credentials confidential, and shall not share login credentials. You will immediately notify us if you believe any login credentials 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 account(s) and/or data using login credentials issued to or by you.

**3. Restrictions.** You covenant that you and your Users shall not (i) copy, modify, tamper with, alter, create derivative works of, sublicense, sell, lease, loan, rent, distribute, convey, pledge as security or otherwise encumber, or act as a service bureau with respect the Market Insights service or Market Insights Data; (ii) reverse engineer, decompile, translate, adapt or disassemble the Market Insights Portal or Market Insights Utilities in an attempt to reconstruct or discover the source code or algorithms thereof, except and only to the extent expressly permitted by law; (iii) remove, delete or alter any trademarks or any copyright, trademark, patent or other intellectual property rights notices from the Market Insights Portal or Market Insights Utilities or from any Market Insights Data; (iv) use the Market Insights service or Market Insights Data in violation of applicable laws, rules, regulations, codes or ordinances; (v) attempt to access Market Insights Data by any means other than the methods made available by us (for the avoidance of doubt, you will not use or attempt to use automated methods to access Market Insights Data); (vi) copy or reproduce Market Insights Data except

to the extent necessary for your internal business purposes; (vii) distribute, share or otherwise allow any third party to access or use the Market Insights Service or Market Insights Data; (viii) sublicense, assign, transfer, sell, share, rent, distribute, lease, or otherwise provide, grant access to or make available Market Insights Data (in whole or in part) on a standalone basis and/or to any third party; or (ix) cause or authorize any third party to do any of the foregoing.

Company acknowledges and agrees that you must be current on all subscription and support services in order to access and use the Market Insights service. Therefore, with respect to each Agreement, as of the Addendum Effective Date, you must be (1) if a licensor of perpetually licensed Software under an Agreement, a subscriber to, and current on fees due to us for, Software Support Services (Hot Line Support) and Software Maintenance Services (Periodic Updates and Enhancement Services), and/or (2) if a user of subscription services provided by us to you under an Agreement, current on fees due to us for such subscription services.

**4. Collection of Data.** In connection with your use of Market Insights, you must contribute your data for aggregation into Market Insights Data. You represent and warrant that all information provided by you to us pursuant to this Addendum will be true, correct and complete.

**a. Monthly Customer Data Upload.** By the 15th day of each calendar month, you agree to provide to us, via the method designated by us (e.g., email to an email address designated by you, via FTP upload using information provided by us, via Netwise, via our data collector client, via API, etc.), a true, correct and complete transmission of all completed load movements (load movements that have been delivered and rated for billing) for the preceding calendar month, which data set will include at a minimum for each completed load movement: (a) origin postal code; (b) origin state code; (c) pickup date (YYYYMMDD); (d) destination postal code; (e) destination state code; (f) total revenue (includes accessorial revenue); (g) accessorial revenue (includes fuel surcharge); (h) fuel surcharge; (i) total weight; (j) total miles billed; (k) number of intermediate stops and (l) trailer type (flatbed, refrigerated, van). If you have an active and valid license to Netwise, our proprietary software, this data can be provided by you through Netwise in Netwise Historical Input File format; otherwise the data must be provided by you in industry standard Comma Separated Value (CSV) format. We will implement administrative, technical and procedural safeguards reasonably designed to protect the security of such data within our data cloud.

If you elect to provide the data upload using our data collector client, you agree to install or allow to be installed, and shall maintain in operation during the term of each Agreement, our data connector client which remotely and automatically collects Transportation Data (as defined below) and replicates such Transportation Data into our data cloud for use in accordance with the terms of this Addendum, including without limitation by us to provide Market Insights to you. The rights granted hereunder are in addition to, and do not replace or alter, any other data collection terms or provisions in other agreements between you and us.

**b. Collection and Use Rights for Transportation Data.** “Transportation Data” means the freight, driver, location, audiovisual, and other telematics, load movement and transportation management system data collected by or provided to us, or input or uploaded by you or on your behalf, through your use of our Software and services, which may include but is not limited to data specific to your shipper customers. You authorize us and our Affiliates to remotely and automatically collect Transportation Data that is input by you or on your behalf into our on service-based or licensed Software, or is otherwise provided to or collected by us, for the purposes(s) authorized in this paragraph and in the Agreements. This authorization is in addition to, and does not replace or alter, any other data collection or like agreement(s) that may be in executed and place between us and you. You authorize and consent to our collection and use of Transportation Data (1) to operate, manage and provide the Software and services, including without limitation providing you and your users with requested technical support and addressing and preventing service or technical issues; (2) to transmit such data for use by your designated customers for their respective internal business operations (e.g., to enable better understanding of the transportation and movement of the related freight); (3) to provide data to third-party freight tracking vendors, if applicable and as authorized by you, for visibility and information as to freight location and status; and (4) as otherwise requested by you. This paragraph shall not, and shall not be construed to, limit or impair our ability to use data independently received from a carrier or other third party. Further, notwithstanding anything in this Agreement to the contrary you give us and our Affiliates the royalty-free, perpetual right (i) to use Transportation Data and other data provided to us by you or on your behalf to improve, enhance, and

support the nature, quality and features of our and our Affiliates' products, software and services subject to our confidentiality obligations set forth in the Agreements, and (ii) to aggregate and anonymize Transportation Data and other data provided by you or on your behalf in connection with this Agreement and to use such aggregated and anonymized data, as well as data regarding your use of our Software and services and summary or derivative information based thereon, in connection with the provision of the Market Insights Service to our customers and for our and our Affiliates' analytical and other business purposes during and following the term of the Agreement, provided that you will not be identified as the source of such information.

- 5. Term and Termination.** This Addendum shall commence on the Addendum Effective Date and continue until terminated for convenience on thirty (30) calendar days' prior written notice to the other Party. Unless expressly terminated as set forth above, this Addendum shall survive the termination or expiration of the Agreements, in which case the boilerplate terms and any other terms of such Agreements applicable to the parties' obligations under this Addendum shall be incorporated by reference into and made a part of this Addendum, and this Addendum shall be considered a standalone Agreement. Upon termination of this Addendum, you shall no longer provide your data to us; we will terminate your and your Users' access to Market Insights Data and to the Market Insights Portal; you and your Users will cease use of Market Insights Data, the Market Insights Portal, and Market Insights Utilities; and you and your personnel (including your Users) will irretrievably delete and destroy all login credentials and all copies of Market Insights Data and Market Insights Utilities in your possession or control. We shall also have the right to suspend your access to the Market Insights service and your ability to use Market Insights Data if the acts and omissions of you or your personnel threaten the integrity or security of our systems, networks or data, provided that we shall promptly restore your access once such acts or omissions have ceased or the corresponding integrity or security concerns have otherwise been mitigated (unless this Addendum has been terminated).
- 6. Ownership.** You agree that all right, title and interest in and to the Market Insights Service and Market Insights Data belongs exclusively to, and shall remain with, us, our affiliates, and our respective licensors or partners. You shall take reasonable precautions to prevent unauthorized access and use of Market Insights Data in your possession or control. We reserve all rights in and to the Market Insights service and Market Insights Data not specifically and expressly granted to you under this Addendum.
- 7. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TRIMBLE OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS, HAVE, AND SUCH PARTIES HEREBY DISCLAIM, ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE MARKET INSIGHTS SERVICE OR MARKET INSIGHTS DATA FOR: (a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES; AND (b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR ACCESS TO AND USE OF THE MARKET INSIGHTS SERVICE. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED \$100.00 IN AGGREGATE.
- 8. Disclaimer.** THE MARKET INSIGHTS SERVICE AND THE MARKET INSIGHTS DATA IS PROVIDED TO YOU "AS-IS" AND WE SPECIFICALLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. YOU ACKNOWLEDGE THAT MARKET INSIGHTS DATA IS DEPENDENT UPON DATA PROVIDED BY THIRD PARTIES, AND WE MAKE NO REPRESENTATIONS OR WARRANTIES AND NO ENDORSEMENTS OR

CERTIFICATIONS OF ANY DATA RECEIVED FROM ANY SUCH THIRD PARTIES. WE SHALL HAVE NO LIABILITY FOR ANY LOSSES, COSTS, LIABILITIES, DAMAGES, OR EXPENSES SUFFERED OR INCURRED BY YOU, ANY OF YOUR CUSTOMERS, OR ANY OTHER PERSON AS A RESULT OF INACCURACY IN OR OF THE MARKET INSIGHTS SERVICE, THE MARKET INSIGHTS DATA, OR ANY SOURCE DATA PROVIDED TO OR USED IN CONNECTION WITH THE MARKET INSIGHTS DATA. WE MAKE NO WARRANTY OF ANY KIND THAT THE MARKET INSIGHTS SERVICE, MARKET INSIGHTS DATA, OR ANY RESULTS OF THE USE THEREOF WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, OR BE ACCURATE, COMPLETE, OR ERROR-FREE. IF YOU ARE DISSATISFIED WITH THE MARKET INSIGHTS SERVICE, MARKET INSIGHTS DATA, AND/OR THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING MARKET INSIGHTS SERVICE AND MARKET INSIGHTS DATA, AND TO TERMINATE THIS AGREEMENT.

This Addendum is incorporated by reference into, and is separately made a part of, each Agreement. In the event of a conflict between a term or provision in this Addendum and a corresponding term or provision in an Agreement, this Addendum controls. Except as otherwise modified or supplemented by this Addendum, all terms, conditions and provisions of the Agreements shall remain in full force and effect.