

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. Drying.io Service.** You desire for Trimble to provide you with an add-on Subscription for the Drying.io drayage lifecycle solution (the “**Drying.io Solution**”), a third party software-as-a-service offering which is provided by Drying, Inc. dba Drying.io (“**Drying.io**”). We are a reseller of subscriptions to the Drying.io Solution. Prior to using the Drying.io Solution, you must agree to the Drying.io End User License Agreement attached hereto as Exhibit A (the “**Drying.io EULA**”). By the signature of your authorized representative below, you hereby accept and agree to the terms of the Drying.io EULA as if physically signed by you, agree that you have read, understand and agree to the Drying.io EULA, and agree that the Drying.io EULA is an agreement between you and Drying.io. Drying.io’s acceptance of the Drying.io EULA is evidenced by its provision to you of access to the Drying.io 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.

**Exhibit A – Draying.io End User License Agreement****END USER LICENSE AGREEMENT (EULA)  
OF  
DRAYING INC.**

**IMPORTANT—READ CAREFULLY:** THIS END USER LICENSE AGREEMENT (“EULA”), MADE AND ENTERED INTO AS OF THE TIME AND DATE OF YOUR CLICK THROUGH ACCEPTANCE (“EFFECTIVE DATE”), IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) AND DRAYING INC. FOR YOUR ACCESS TO AND USE OF DRAYING INC.’S **SAAS, CAPACITY SALES AND MANAGEMENT PORTAL, CONTAINER PORT TERMINAL VISIBILITY SOFTWARE, CONTAINER OCEAN VISIBILITY SOFTWARE, AND OTHER PRODUCTS**, WHICH INCLUDES COMPUTER SOFTWARE AND MAY INCLUDE ASSOCIATED MEDIA, PRINTED MATERIALS, AND “ONLINE” OR ELECTRONIC DOCUMENTATION (COLLECTIVELY, THE “SOFTWARE”), AS WELL AS TECHNICAL SUPPORT AND MAINTENANCE SERVICES FOR THE SOFTWARE IF ACQUIRED FROM DRAYING INC. THE SOFTWARE ALSO INCLUDES ANY UPDATES AND SUPPLEMENTS TO THE ORIGINAL SOFTWARE THAT MAY BE PROVIDED TO YOU BY DRAYING INC.

BY DOWNLOADING, INSTALLING, COPYING, OR OTHERWISE USING THE SERVICES AND PRODUCTS AND/OR DOCUMENTATION, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT DOWNLOAD, INSTALL, COPY OR USE THE SERVICES AND PRODUCTS. IF YOU ARE ENTERING INTO THIS EULA ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE ENTITY TO THIS EULA, IN WHICH CASE “YOU” WILL MEAN THE ENTITY YOU REPRESENT. IF YOU DON’T HAVE SUCH AUTHORITY, OR IF YOU DON’T ACCEPT ALL THE TERMS AND CONDITIONS OF THIS EULA, THEN DRAYING INC. DOES NOT AGREE TO LICENSE THE SERVICES AND PRODUCTS TO YOU, AND YOU MAY NOT DOWNLOAD, INSTALL, COPY OR USE IT.

**1. License Grant.**

Draying Inc. hereby grants you a non-exclusive, non-transferable, limited license, without the right to sublicense, to access and use the Software for your business purposes and, if applicable, to use the Documentation associated with such Software, subject to the terms and conditions, and during the Term, of this EULA.

You may allow your employees, agents and contractors to use the Software for your internal business purposes only, and you are responsible for their compliance with the terms of this EULA in such use. Unless otherwise provided in this EULA, you may only make copies of the Software for archive purposes. The Software is deemed accepted when Draying Inc. makes the Software available to you.

**2. Software Description.**

The Software and services provided by Draying Inc. include the following features and functionality:

- (a) Fetching container or booking number information using web scraping.
- (b) Data analysis to estimate idle capacity and act as a digital sales agent.
- (c) Identify your company in the directory of marketplace carriers for Draying Inc.’s users.
- (d) Web portal for load management.
- (e) Manage communications via various platforms for updates.

- (f) Platform or portal integration with trucking company TMS.
- (g) Platform or portal integration with third-party services like GPS and accounting systems, subject to the trucking company's choice.

### 3. License Restrictions.

You covenant and agree not to:

- (a) reverse engineer, decompile, disassemble, or attempt to derive the source code, underlying ideas, algorithm or structure of, or create derivative works of, the Software provided to you in object code form;
- (b) sell, transfer, assign, distribute, rent, loan, lease, sublicense or otherwise make available the Software or its functionality to third parties, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) remove any copyright or proprietary notices contained in the Software;
- (d) access or use the Software or associated documentation for purposes of competitive analysis of the Software, the development, provision or use of a competing software service or product or any other purpose that is to Draying Inc.'s detriment or commercial disadvantage;
- (e) input, upload, transmit or otherwise provide to or through the Software any information or materials that are unlawful or injurious, or contain, transmit or activate any virus, worm, malware or other malicious computer code;
- (f) any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code; or
- (g) use the Services and Products for any unlawful purpose.

### 4. Intellectual Property Rights.

The Software and any modifications and enhancements thereto are and will remain the sole and exclusive property of Draying Inc. and its licensors, whether the Software is separate from or combined with any other products or materials. You shall not engage in any act or omission that would impair Draying Inc.'s and/or its licensors' rights in the Software or any other materials, information, processes or subject matter proprietary to Draying Inc.

### 5. Disclaimer of Warranties; Limitation of Liability.

- (a) THE SOFTWARE IS PROVIDED BY DRAYING INC. "AS IS" AND "WITH ALL FAULTS," AND DRAYING INC. EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. DRAYING INC. DOES NOT WARRANT THAT THE SOFTWARE OR ASSOCIATED DOCUMENTATION WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.
- (b) Draying Inc. hereby disclaims any liability for:

- (i) Any all claims, liabilities, or obligations arising from or in connection with web scraping conducted by you or any of your end users through operation of the Service.
  - (ii) Any inaccuracies in data and information sent by Draying Inc.
  - (iii) Mistakes, errors, or damages resulting from any third-party service integrations.
- (c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, DRAYING INC. AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL), OR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR THE USE OR PERFORMANCE OF THE SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY AND WHETHER OR NOT DRAYING INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DRAYING INC. TOTAL CUMULATIVE LIABILITY UNDER OR ARISING OUT OF THIS EULA EXCEED TEN DOLLARS (US \$10.00). THE NATURE OF THE LIABILITY, THE NUMBER OF CLAIMS OR SUITS OR THE NUMBER OF YOUR END USERS THAT ACCEPTED THE TERMS OF THIS EULA SHALL NOT ENLARGE OR EXTEND THIS LIMIT. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER DRAYING INC. OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.
- (d) The disclaimers, exclusions and limitations of liability set forth in this EULA form an essential basis of the bargain between the parties, and, absent any such disclaimers, exclusions or limitations of liability, the provisions of this EULA, including, without limitation, the economic terms, would be substantially different.

## 6. Termination.

This EULA and your license rights hereunder shall become effective upon the Effective Date and shall remain in effect for the duration of your license(s), unless earlier terminated as provided in this Section. This EULA may be terminated upon written notice in the event of breach of any of the terms of this EULA. Termination of this EULA shall not release the parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this EULA to survive termination. Notwithstanding the foregoing, the party terminating this EULA shall incur no additional liability merely by virtue of such termination. Termination of this EULA regardless of cause or nature shall be without prejudice to any other rights or remedies of the parties and shall be without liability for any loss or damage occasioned thereby. Upon any expiration or termination of this EULA (i) you must promptly discontinue use of the Software, and (ii) you must promptly destroy or return to Draying Inc. all copies of the Software and all portions thereof in your possession or control. Upon written request, you will certify in writing that you have complied with your obligations under this section.

Sections 4 through 6 and 8 through 13 will survive the expiration or termination of this EULA for any reason.

## 7. Customer Data.

- (a) You have and will retain sole responsibility for: (i) data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly, from you (including your end users) by or through the Software ("Customer Data"); (ii) all information, instructions and materials provided by you or on your behalf in connection with the Software; (iii) the security and use of your and your end users'

access credentials; and (iv) all access to and use of the Software directly or indirectly by or through your computer systems or your end users' access credentials, with or without your knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use.

- (b) Draying Inc. reserves the right to gather data on usage of the Software to ensure that the Software is being used in accordance with the terms of this EULA and any applicable documentation; provided that any such data shall not constitute or be used to derive personal information. The Software may monitor user counts, transaction volumes, resource level utilization, server IP addresses and other information. In the event (i) transaction volumes or resource level utilization of your database exceeds the transaction volumes or capacity purchased by you, or (ii) any other unauthorized use of the Software is discovered, it shall be considered a material breach of this EULA. You agree not to block, electronically or otherwise, the transmission of data required for the monitoring of compliance with this Agreement. Any blocking of data required for compliance may result in immediate termination of this Agreement.
- (c) In connection with the receipt of the Software, you may receive access to links to third party websites and services and the availability of those links does not imply any endorsement by Draying Inc. Draying Inc. encourages you to review the privacy statements on those sites and services that you choose to visit so that you can understand how they may collect, use and share personal information of individuals. Draying Inc. is not responsible or liable for: (i) the availability or accuracy of such links; or (ii) the products, services or information available on or through such links; or (iii) the privacy statements or practices of sites and services controlled by other companies or organizations.

#### 8. Indemnification.

You agree to defend, indemnify and hold harmless Draying Inc. and its affiliates, and their respective employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, fines, restitutions and expenses (including but not limited to attorney's fees and costs incident to establishing the right of indemnification) arising out of or related to your and your employees', contractors', agents', distributors', resellers', end users', officers and directors use of Software outside of the scope of this EULA or any other breach of the terms of this EULA.

#### 9. Governing Law.

This EULA and any disputes arising out of or related to it or the Software shall be governed by the laws of the State of Florida, USA, without regard to its conflict of law principles. The parties consent to the personal jurisdiction of the federal and state courts located in MIAMI-DADE County, Florida.

You acknowledge and agree that a breach of any of your promises or agreements contained in this EULA may result in irreparable and continuing injury to Draying Inc. for which monetary damages may not be an adequate remedy and therefore Draying Inc. is entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

#### 10. Entire Agreement.

This EULA constitutes the entire agreement between you and Draying Inc. regarding the Services and Products. Any amendment or waiver under this EULA must be in writing and signed by representatives of both parties.

#### 11. Export Control.

You acknowledge that the Software described under this EULA is subject to export control under the U.S. Export Administration Regulations (EAR) and economic sanctions regulations administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC). Therefore, you may not export, reexport or transfer in-country the Software without first obtaining any license or other approval that may be required by BIS and/or OFAC. You are responsible for any violation of the U.S. or other applicable export control or economic sanctions laws, regulations and requirements related to the Software. By accepting this EULA, you confirm that you are not a resident or citizen of any country currently embargoed by the U.S. and that you are not otherwise prohibited from receiving the Software.

#### 12. Acknowledgement.

BY USING OR ACCESSING THE SERVICES AND PRODUCTS, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

#### 13. Application to Future Services and Products.

This EULA applies to any and all software, services and products offered by Draying Inc., including those developed or provided in the future. Your use of any new services and products will be governed by this EULA, unless expressly stated otherwise by Draying Inc. at the time of the new service or product release.

Any notice delivered by Draying Inc. to you under this EULA will be delivered via mail, email or fax. Please direct your legal notices or other correspondence to [info@draying.io](mailto:info@draying.io).