

Last Updated: December 7, 2023

These Supplemental Terms apply to and are made a part of each Order Form entered into between **Trimble Transportation Enterprise Solutions, Inc.**, a Trimble company, with its address for notice purposes at 1 Independence Way, Suite 400, Princeton, NJ 08540, United States of America ("**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 the 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 the 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 this Agreement:

A.1. "Your Licensed Software" means the TTE software packages and add-ons licensed by you under a separate Schedule or other separate agreement with us.

A.2. "Support and Maintenance Services" are the Software Support Services and Software Maintenance Services provided by us pursuant to this Schedule.

A.2.1. "Software Support Services", also called "**Hot-Line Support**", means (i) technical or operational assistance related to Your Licensed Software (including enhancements) provided by us in response to your direct specific questions to our support team, and (ii) corrections or other remedies provided by us for any programming errors attributable to Your Licensed Software which significantly hinder your appropriate use of Your Licensed Software. If you use Software Support Services for training, we reserve the right to charge you for such use at our standard Professional Services hourly rate upon notice to you. You agree to provide us with assistance in providing support to you, such as providing sufficient information to us so that service issues reported by you may be consistently reproduced.

A.2.2. "Software Maintenance Services" means the delivery of releases of upgraded versions of Your Licensed Software at our discretion on a when and if available basis (a) which contain minor program modifications and enhancements, (b) which add functionality to Your Licensed Software, and/or (c) which provide for greater ease of use or increased reporting capability. For the avoidance of doubt, Software Maintenance Services exclude new products and add-on modules for Your Licensed Software, components or subscriptions designed to add additional features or functionality to Your Licensed Software and which are offered by us on a license or subscription basis separate from Your Licensed Software (such modules and components collectively, "**Add-Ons**"). You can purchase a license or Subscription to an Add-On via an Enterprise Perpetual License Schedule and an Order Form, which will require a separate purchase of Support and Maintenance Services for each Add-On. We expressly reserve the right to condition the availability of optional, non-standard improvements, additions and revisions to Software and Add-Ons upon payment of additional amounts to be agreed upon by the Parties. You agree to accept all new releases or versions of Your Licensed Software promptly following release, and will install (or will allow us to install at our standard Professional Services rates) such new release or version at a mutually agreed-upon time. In addition, if we release an update or patch to Your Licensed Software (regardless of customization) to address a critical security vulnerability, you will install such update (or allow us to install such update on a time and materials basis) as soon as possible, and will hold us harmless from any loss, damage or liability arising from or related to your failure to install such update.

A.3. "Your Infrastructure" means the hardware and network infrastructure and associated connectivity and systems used by you to host and operate Your Licensed Software (e.g., internal services network, network connectivity, and data center power/HVAC systems). Notwithstanding the foregoing, if you use our cloud hosting services pursuant to a separate agreement, for the term of that cloud hosting services agreement

“Your Infrastructure” shall be construed as references to the hosting infrastructure provided by us under that cloud hosting services agreement.

B. In General. This Schedule supersedes the maintenance and support terms of the Agreement under which we licensed Your Licensed Software to you. During the Term of this Schedule, we will provide Software Support Services and Software Maintenance Services to you for the current version of Your Licensed Software (and any customizations or modifications thereto made by us) as further defined and described herein. Versions of Your Licensed Software below the current version will be supported for a period of twelve (12) months from the release date of the current version. For the avoidance of doubt, Support and Maintenance Services must be purchased separately for each package or module for Your Licensed Software licensed by you.

B.1. Incident Classification and Handling. Incidents reported to us via support calls will be classified and handled by us in accordance with the following table:

Severity Level	Description	Handling Procedure
Critical	A situation is stopping you from using Your Licensed Software to run your business. Examples: <ul style="list-style-type: none"> ○ Critical functionality is not available. The application(s) cannot continue because a vital feature is inoperable. ○ You cannot pay their drivers. ○ You cannot run dispatch. 	These incidents are presented immediately to your primary client support specialist. He or she will assess the situation and either resolve it or seek immediate assistance from our appropriate resources. All necessary and available resources will be dedicated to the issue until it is resolved. If not resolved within two (2) hours, our management will be notified.
High	You have a serious situation that has no immediate workaround, but does not hinder or preclude full daily operation. Examples: <ul style="list-style-type: none"> ○ Orders are not appearing in rating and billing. ○ You cannot close an accounting period. <i>Note: Excludes performance degradation due to improperly sized/configured hardware, Internet connections or inadequate resources to handle network traffic.</i>	These incidents are presented immediately to your primary client support specialist. He or she will assess the situation and either resolve it or seek the assistance from our appropriate resources. We will use commercially reasonable efforts to respond to these incidents within four (4) hours of notice thereof and will use diligent commercially reasonable efforts during normal business hours to resolve the problem. If upon review it is determined to require a program fix that cannot be developed quickly, we will attempt to identify and communicate a temporary workaround to you.
Medium	You have an issue causing concern, but not hindering daily operation. Examples: <ul style="list-style-type: none"> ○ Miles are not calculating as expected. ○ Rates are not “hitting” as expected. 	Your primary client support specialist is notified of the issue. If there is enough information, the issue is passed to our Quality Assurance (QA) team for assessment. Our QA team will attempt to replicate the issue, and if replicated by us, will use diligent commercially reasonable efforts to resolve it. If they are unable to do so, the call will be entered into the schedule and assigned to the appropriate personnel for resolution. We will address and resolve the problem in a future feature or maintenance release of Your Licensed Software as determined by us.
Low	As a general rule, these are situations dealing with cosmetic changes to Your Licensed Software. Small items and things thought of as “nice to have, but not essential” would be in the category. Examples: <ul style="list-style-type: none"> ○ Settlement is spelled “Ettlement”. ○ Error messages displaying incorrectly. 	These incidents are forwarded to our QA team for assessment and disposition. If a change is determined to be warranted, we will add such change to the list to be addressed in an upcoming feature or maintenance release of Your Licensed Software as determined by us.

B.2. Professional Services. In the event professional services in connection with Your Licensed Software are requested by you and we agree to provide such professional services, such services will be provided at our then-standard published rates set forth in the Order Form, pursuant to a mutually executed Professional Services Addendum and SOW.

C. Term. The term of Support and Maintenance Services for Your Licensed Software, and billing thereof, commences upon the Effective Date. If you license an Add-On with associated Support and Maintenance Services, the term of Support and Maintenance Services for that Add-On will commence upon delivery of such Add-On to you and will be coterminous with the Support and Maintenance Services for Your Licensed Software to which the Add-On relates. Support and Maintenance Services are not cancelable during the period commencing with the Billing Commencement Date and ending one (1) year thereafter (the “**Initial Support Period**”). Following the Initial Support Period, either Party may terminate either Software Support Services or Software Maintenance Services, or all Support and Maintenance Services, as of the end of a calendar quarter on the provision of at least ninety (90) calendar days prior written notice of termination. For the avoidance of doubt, we will continue to provide, and you will continue to pay for, the terminating services during such notice period. We may suspend or terminate Support and Maintenance Services in the event of your default or breach under the Agreement. If you terminate or allows to lapse Support and Maintenance Services in whole or in part, we reserve the right to refuse reinstatement, or to charge a reinstatement fee not to exceed two (2) times the relevant Support and Maintenance Services fees for the period of non-coverage, upon execution of a support and maintenance resumption addendum in a form provided by us.

D. Fees. The annual fee for Software Support Services will be Six Percent (6%) of the then-current list price of Your Licensed Software (or the relevant Add-On as appropriate), plus all customization fees incurred, future software purchases and system licensed upgrades. The annual fee for Software Maintenance Services will be Twelve Percent (12%) of the then-current list price of Your Licensed Software (or the relevant Add-On as appropriate), plus all customization fees incurred, future software purchases and system licensed upgrades.

Support and Maintenance Services fees for the Initial Support Period shall be due and payable by you in quarterly installments in advance commencing on the Billing Commencement Date. We will provide a credit equal to sixty (60) calendar days of Support and Maintenance Services on the first Support and Maintenance Services invoice. Support and Maintenance Services fees thereafter will be due and payable quarterly in advance on or before the first day of the first month of each calendar quarter (i.e. by January 1 for January, February and March; by April 1 for April, May and June; by July 1 for July, August, and September; and by October 1 for October, November and December). Support and Maintenance Services fees will be fixed for the Initial Support Period, and may thereafter be increased no more than once every twelve (12) months during the Subscription term upon at least thirty (30) calendar days prior written notice. We will also provide you with notice of any increase to the current list price of Your Licensed Software (for the purposes of calculating the Support and Maintenance Services fees) upon at least ninety (90) calendar days written notice to you.

E. Your Modifications. You will notify us in writing of any modifications made to the Your Licensed Software by you or on your behalf (“**Your Modifications**”). We are not responsible for maintaining or supporting Your Modifications, or for maintaining or supporting the portions of Your Licensed Software affected by Your Modifications. Troubleshooting, fixes, reconfiguration, reinstallation, and other work performed by us resulting from the acts or omissions of you or your agents (e.g., errors introduced in system changes made by you or your agents) and/or from Your Modifications are outside of the scope of Support and Maintenance Services and will be billed to you at our standard time and materials rate, and you agree to pay such charges.

F. Support Hours.

F.1. Non-Critical Support. All non-critical support will be performed as determined by us during standard support hours set forth below (excluding statutory and governmental holidays). With the exception of warranty services performed to your software license agreement, all non-critical Software Support Services which we agree to provide outside of standard support hours shall be billed at our then-current standard premium rate(s).

Product Family	Standard Support Hours (Monday-Friday, excluding statutory holidays)
TMWSuite (includes FinalMile, Asset Maintenance, & Business Intelligence)	8:00am to 6:00pm ET
TruckMate	9:00am to 8:00pm ET
Innovative	8:00am to 6:30pm ET
TMT Fleet Maintenance	8:00am to 6:00pm ET
IDSC Optimization	9:30am to 6:30pm ET
Visibility	9:00am to 6:00pm ET

F.2. Critical Support. As determined necessary by us, we will provide 24x7 support related to system accessibility directly related to interruptions in your business operations caused by Your Licensed Software.

G. Your Designated Contacts. We will use the following contact information for support response and maintenance notifications and for invoicing issues. You will designate contacts with sufficient knowledge and expertise to work effectively with us on support and maintenance issues, and who have physical access to Your Infrastructure.

Primary Contact Name:	
Primary Contact Phone:	
Primary Contact Email:	

Secondary Contact Name:	
Secondary Contact Phone:	
Secondary Contact Email:	

Invoicing Contact Name:	
Invoicing Contact Phone:	
Invoicing Contact Email:	