

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. Billing Commencement Date. The definition of “Billing Commencement Date” set forth in the Supplemental Terms is hereby amended to read as follows:

A.1. “Billing Commencement Date” means the date determined by us and communicated to you on which we give you access to the TTE Solution.

Provided you are current on your support and maintenance obligations for software owned by us and licensed to you on a perpetual basis corresponding to the TTE Solution licensed to you (“**Perpetual Licensed Software**”) under your existing agreement pursuant to which you purchased a perpetual license to Trimble software, such as the Master License Agreement (the “**Prior Perpetual Agreement**”), your future support payments under the Prior Perpetual Agreement with respect to Perpetual Licensed Software, and our obligation to provide support and maintenance for Perpetual Licensed Software under the Prior Perpetual Agreement, will cease as of the Billing Commencement Date. We will terminate the provision of support and maintenance for Perpetual Licensed Software under the Prior Perpetual Agreement as of the thirty (30) calendar day anniversary of the Billing Commencement Date. For the avoidance of doubt, you will continue to pay support & maintenance for third party software resold to you by us (which for the avoidance of doubt is not Perpetual Licensed Software).

Additionally, if there is a Cloud Services Master Agreement in effect between you and us pursuant to which we provide cloud hosting services for Perpetual Licensed Software, the Cloud Services Master Agreement will automatically terminate with respect to Perpetual Licensed Software (or if Perpetual Licensed Software is the only hosted software under the Cloud Services Master Agreement, the entire Cloud Services Master Agreement will so automatically terminate) as of the thirty (30) calendar day anniversary of the Billing Commencement Date.

2. Termination of Escrow Obligations for Perpetual Licensed Software. Any escrow obligations for the Perpetual Licensed Software under the Prior Perpetual Agreement are hereby terminated and shall be of no further force or effect. You agree to sign any documentation to effectuate the termination of such escrow obligations required by our escrow agent.

3. Migrated Database. In the event we are migrating the software database from your on-premise solution to the TTE Solution provided pursuant to the Agreement (a “**Migrated Database**”), then you agree that we will negotiate and execute a Statement of Work as a supplement to standard Implementation and Set-Up Services for the on-premise to subscription database migration (the “**Migration SOW**”).

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 will remain in full force and effect.