

**Last Updated:** April 1, 2024

These Supplemental Terms apply to and are made a part of each Order Form entered into between **PeopleNet Communications Corporation dba Trimble Transportation**, with principal offices at 4400 Baker Road, Suite 100, Minnetonka, MN 55343 (“**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. These Supplemental Terms do not apply to Subscriptions for Trimble telematics or Video Intelligence products. 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 the Agreement:

- A.1. “Billing Commencement Date”** means the date determined by us and communicated to you on which we give you access to the Solution.
- A.2. “Implementation and Set-Up Services”** are the set-up, implementation, integration, and training Services provided by us in connection with the Solution described in Exhibit A.
- A.3.** The “**Solution**” means the Software solution offered by us which is provided to you as a service through a multi-tenant hosted environment operated by us, and other modules, products, software and solutions, for which you purchase a Subscription through the Order Form.
- A.4.** The “**Solution Infrastructure**” means the hardware and network infrastructure within our reasonable control used to host the Solution for your use under the Agreement.
- A.5. “Users”** means your Representatives who are authorized by you to use the Solution and have been supplied user identifications and passwords by one of your Users (or by us at your request).
- A.6. “User Documentation”** means the user guide(s), knowledgebase and other documentation for the Solution, as updated by us in our sole discretion from time to time, available via the Solution.

**B. Order Forms.** You are entering into the Order Form for the purchase of one or more Subscriptions to Solutions and related Services. Your signature on the Order Form constitutes an offer to us, which will only be considered accepted by us as the date on which we execute the Order Form. You agree to purchase the Subscriptions and Services listed in the Order Form at the prices stated therein.

**C. Term.** The term of the Agreement shall commence as of the Effective Date and shall terminate on the date of termination of the last Subscription hereunder.

The initial term of each 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**”). Each Subscription term shall automatically renew for successive one (1) year renewal terms unless 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**”).

**C.1. Early Termination Charge.** The Subscription pricing provided under the Order Form is based on the Subscription term commitment made by you. If you terminate a Subscription prior to the end of the then-current Subscription Term, (a) you will endeavor to give us at least ten (10) business days prior written notice of such early termination, (b) such early termination constitutes a breach hereunder, and (c) regardless of whether such notice was provided, as our sole and exclusive remedy for your early termination of that Subscription under this Section C.1 you agree to pay to us an early termination charge equal to the number of months remaining in the then-current term multiplied by the monthly Subscription fee (or prorated monthly fee if the Subscription fee is for a different period) for that Subscription. You acknowledge that (i) the Subscription fees you agreed to in the applicable Order Form(s) reflected our expectation that you would use our Software for the duration of the Subscription Term and was set

accordingly, (ii) our actual damages arising from such termination are impossible to ascertain and are not capable of being ascertained by any satisfactory and known rule, (iii) the termination charges are a good faith, fair and reasonable estimate of such damages, and (iv) such charges constitute liquidated damages and not a penalty or forfeiture, and shall not be deemed to be a penalty or forfeiture.

- D. Solution Subscription.** For the Subscription Term we grant to you a limited, non-exclusive, non-transferable, non-sublicensable right and license to access and use the Solution and optional or add-on services or Subscriptions purchased through the Order Form, Addendum or similar agreement, or ordered by you through the Solution if supported by us. Any additional terms and conditions applicable to Subscriptions are set forth either in the Order Form, in an Addendum, or in the Solution. To the extent we grant you permission in writing for one or more of your Affiliates to utilize the Solution through your Subscription, you shall be responsible for any breach of the Agreement caused by the acts or omissions of such Affiliates. We will provide you with reasonable phone and email support for the Solution during our regular support hours.
- E. Billing.** A portion of estimated or fixed fees for Implementation and Set-Up Services if so designated in the Order Form, and the subscription fee for the first month of your Subscription to the Solution, are due upon execution of the Order Form (Implementation and Set-Up Services will not commence until the initial payment has been received by us in its entirety). For fixed subscription fees with a specific User, unit or capacity limit per month, because such fees are based on a specified number of Users or a specified unit of measure or capacity, fees for additional Users and/or units purchased in the course of a Subscription period, or additional fees if User, capacity or usage limits has been exceeded, will be charged for that Subscription period in full and going forward for the remainder of the Subscription Term. Fees for Services will be documented on the Order Form or in a SOW. All reasonable out-of-pocket expenses incurred by us for travel or lodging in connection with Implementation and Set-Up Services or other Services provided in connection with the Agreement shall be reimbursed by you.
- F. Additional Terms.** In the event of a conflict between a term or provision in this Section F and a corresponding term or provision of the Master Terms, this Section F controls.
- F.1. Warranties.** Trimble warrants (a) that during the Subscription Term the Solution shall perform in all material respects as specified in the User Documentation, and (b) the Implementation and Set-Up Services will be performed in a workmanlike and professional manner and in accordance with the descriptions set forth in the applicable Order Form and in any supplemental SOW. Our sole obligation and liability, and your exclusive remedy, for any breach of this warranty shall be for us to undertake commercially reasonable efforts to correct defects in the Solution and/or Implementation and Set-Up Services provided to you which materially adversely affects you. You must submit a warranty claim for Implementation and Set-Up Services within sixty (60) calendar days of the completion of such Services.
- F.2. Your Responsibilities.** You are responsible for all use of the Solution by your Users. You shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Transportation Data; (ii) be solely responsible for, and hold us harmless from and against, any changes to a load, vehicle, or route (e.g., temperature reefer change, routing change, etc.) initiated by you or your User through the Solution; (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Solution, and notify Trimble promptly of any such unauthorized access or use; and (iv) comply with all applicable local, state, and federal laws in using the Solution.
- F.3. Solution Usage.** You shall cause all Users to use the Solution solely for your internal business purposes as contemplated by the Agreement, and shall cause all Users (authorized or otherwise) to not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that may be harmful to children or violate third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Solution or the data contained therein; or (v) attempt to gain unauthorized access to the Solution or related systems or networks.
- F.4. Restrictions.** You shall not and shall not permit any employee or third party to: (i) except to the extent that such features are expressly contemplated by the Solution, create Internet links to or from the Solution, or "frame" or "mirror" any content forming part of the Solution, other than on your own intranets or otherwise

for your own internal business purposes; or (ii) access the Solution in order to build a competitive product or service or to build a product or service using similar ideas, features, functions or graphics of the Solution.

- F.5. Use of Mobile Communications Devices.** You acknowledge and agree that use of mobile communications devices while driving is dangerous and may be illegal in certain jurisdictions. Accordingly, you shall instruct all your personnel not to use any Trimble software present in a vehicle when the vehicle is in motion unless the vehicle is being driven by a team and the non-driver operates the Trimble software, provided the non-driver ensures that such operations do not distract the driver. You agree to hold us harmless from and against any loss or damage resulting from use of Trimble mobility software while a vehicle is in motion.
- F.6. API Toolkit.** If you desire to integrate with the Solution licensed or subscribed to by you, you will only do so using the application program interfaces, software development kits, routines, protocols, tools and other related materials (e.g., sample code), and documentation made available by us to you to enable the building of software applications which interact with the Solution (the “**API Toolkit**”). Subject to your compliance with the terms of the Agreement, we hereby grant to you a non-exclusive, non-transferable, non-sublicensable, non-assignable, revocable, limited right and license for you, your employees, and your third party developers (as set forth below) to use the API Toolkit solely to implement and operate a connection to our systems solely to facilitate your use of the Solution(s) to which you have an active subscription (the “**API Integration**”). Your use of the API Toolkit shall be subject to the API Terms of Use located at <https://transportation.trimble.com/legal/customer-terms> (the “**API Terms**”), which are hereby incorporated by reference as if expressly set forth herein. By utilizing the API Toolkit, you agree to comply with the API Terms. In the event of a conflict between any other term or provision of the API Terms and a corresponding term or provision in the Agreement, the API Terms shall control with respect to the API Toolkit. You will use diligent commercially reasonable efforts to maintain the API Integration in working order. You acknowledge that we may update or modify the API Toolkit from time to time and at our sole discretion (in each instance, an “**Update**”), and may require you to obtain and use the most recent version of the APIs. Updates may adversely affect how your systems communicate with our systems. You are required to make any changes to your API Integration as a result of an Update at your sole cost and expense. Your continued use of the API Toolkit following an Update constitutes binding acceptance of the Update. You agree that you will, as promptly as possible using the same degree of error resolution and mitigation you use with similar internal data systems, implement updated code or other changes to the API Toolkit (e.g., security fixes) provided by us from time to time into the API Integration.

**Exhibit A – Implementation and Set-Up Services**

- 1. Implementation and Set-Up Services.** Standard Implementation and Set-Up Services consist of the following. In the event Services are needed following the completion of Implementation and Set-Up Services, or additional non-standard Implementation and Set-Up Services and/or on-site training are requested by you, the Parties will negotiate a Statement of Work for such additional Services, and such Services will be provided at our then-standard published rates set forth in the Order Form.

Provisioning and Set-Up

- We will work with you to determine, and agree on, the scope of the Implementation and Set-Up Services (including standard required integrations). Non-standard integration work may be provided through additional Services.
- We will perform required integration work using our standard integrations, and test and validate proper data flow and data quality through such integration(s) once properly implemented. You agree that some integration work may occur after the Billing Commencement Date.
- We will provision your access to the Solution and generate initial access credentials for designated Users. As part of our provisioning of your access, we will implement access to the product modules mutually agreed upon by you and us.

Training

- We will provide reasonable “train the trainer” remote and on-line training (e.g., via web conference) to your administrative Users who will be responsible for providing training to other Users. Your administrative Users may reproduce and distribute training materials to your other Users for the purposes of training and instruction the use of the Solution.
- We will make available to your Users our generally available online support and training materials.