

This Addendum (the “**Addendum**”) applies to and is made a part of the Order Form entered into between **PeopleNet Communications Corporation dba Trimble Transportation**, a Trimble company, with principal offices at 4400 Baker Road, 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 this Addendum, the Master Terms and Conditions (the “**Master Terms**”), and Supplemental Terms for Telematics SaaS (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 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:

1. **TGI Service.** You desire for us to provide you with an Optional Subscription to the trailer management service which is provided by 987116 Ontario Limited, operating as TGI (“**TGI**”). We are a reseller of TGI service subscriptions. Prior to using the TGI service, you must agree to the terms of the End User License Agreement for the TGI service set forth in Appendix 1 to this Addendum (the “**TGI EULA**”). By the signature of your authorized representative below, you hereby accept and agree to the terms of the TGI EULA, and agree that the TGI EULA is an agreement between you and TGI. TGI’s acceptance of the TGI EULA is evidenced by its provision of the TGI service to you.
2. **Hardware Shipping.** TGI acts as our shipper and warranty provider for hardware purchased by you from us for use in connection with the TGI service (“**Purchased Hardware**”). Title to purchased hardware will transfer to you upon delivery of the hardware to your shipping destination. You agree that notwithstanding anything to the contrary on the Order Form with respect to shipping costs, we will pass through to you, and you agree to pay, the shipping costs and customs and import duties and fees incurred by us from TGI to ship Purchased Hardware units to you. You will be invoiced for shipping costs and enablement and activation fees following shipment of Purchased Hardware.
3. **Product Warranty.** Trimble (through TGI as our subcontractor) warrants to you (which warranty shall be transferable to a subsequent purchaser(s) of Purchased Hardware) that for the shorter of the initial term of your Subscription associated with your SmartOne Solar™ Hardware purchased by you from Trimble or sixty (60) months measured from the date of shipment, SmartOne Solar™ Hardware purchased by you from Trimble will conform in all respects to its documentation and to its published specifications.
In the event a unit of Purchased Hardware fails to confirm to the above warranty, you will contact TGI support by phone or email to initiate a warranty request. If validated by TGI, TGI will generate an RMA and shipping label for your use (shipping costs will be borne by you). If expedited processing is requested by you and is supported by TGI, TGI will pre-ship replacement hardware to you, subject to your prepayment of expedited shipping costs. If warranty coverage is denied, TGI will provide an explanation to you as to why warranty coverage was denied. If a unit of Purchased Hardware is returned as set forth above and is covered by warranty, TGI will, in a prompt manner, either repair and return the affected unit to you, or will replace the affected unit with the same model or a newer model of that unit at no additional charge to you. Warranty coverage does not include costs of de-installing and re-installing Purchased Hardware in the tractor or other asset. Warranty coverage does not include physical damage or lost hardware.
For the avoidance of doubt, this warranty does not apply to products or accessories purchased directly by you from TGI. TGI will be responsible for providing direct warranty service to you for such products or accessories.
4. **Hardware Extended Payment Plan.** You will pay us the purchase price of Purchased Hardware in equal monthly installment payments over the initial term of the TGI service subscription (the “**Extended Payment Plan**” or “**EPP**”). We will include tax on your Purchased Hardware in your monthly installment payments. Monthly installment payments, and your TGI service subscription, will begin in the month following the month in which Purchased Hardware is shipped to you. For example, if shipment of 20 units of Purchased Hardware occurs on March 15, monthly installment payments for those units, and associated TGI service subscription fees, will begin in April. Installment payments will continue on a monthly basis until fully paid. Invoices are

payable on the terms set forth in the Agreement. You may pay all or part of your remaining EPP balance at any time.

If the TGI service subscription associated with your Purchased Hardware is terminated or expires for any reason prior to completion of all installment payments on that Purchased Hardware, or you otherwise early terminate your TGI service subscription or breach the terms of the Agreement, then at our option the remaining installment payments for that Purchased Hardware will accelerate and become immediately due and payable to us in full upon your receipt of our invoice. Additionally, if any monthly installment payment for Purchased Hardware is more than ninety (90) calendar days delinquent, then at our option the remaining installment payments for that Purchased Hardware will accelerate and become immediately due and payable to us in full upon your receipt of our invoice. If any action at law or in equity is brought or commenced by us to collect any invoice, we shall be entitled to, and you shall reimburse us for, our costs of collection (including without limitation reasonable attorneys' fees and costs) in addition to any other relief to which we may be entitled.

If Purchased Hardware paid for through the EPP is damaged or destroyed such that the Purchased Hardware must be replaced by you (either temporarily or permanently), then (a) you will remain responsible for the remainder of the monthly installment payments on the damaged or destroyed Purchased Hardware, and (b) you will be responsible for the purchase and installation of a replacement at your cost and expense if one is needed by you.

In the event we determine that your creditworthiness no longer meets our minimum criteria for EPP participation, we may cease extending EPP terms to you and require payment in full.

We maintain, and you hereby grant to us, a security interest in Purchased Hardware until payment in full has been received by us. You grant to us a security interest (as defined in the UCC) in the Purchased Hardware, which will be enforceable in accordance with applicable laws, rules and regulations. You authorize us to make all filings (including, without limitation, such UCC filings) as are necessary in any jurisdiction to perfect our interest in the Purchased Hardware.

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.

Appendix 1 to TGI Addendum TGI EULA

End-User License Agreement (EULA) of TGI Connect Software and Mobile Applications

This End-User License Agreement ("EULA") is a legal agreement between you and TGI Connect.

This EULA agreement governs your acquisition and use of our TGI Connect software & mobile applications ("Software") directly from TGI Connect or indirectly through a TGI Connect authorized reseller or distributor (a "Reseller").

Please read this EULA agreement carefully before completing the installation process and using the TGI Connect software & mobile applications. It provides a license to use the TGI Connect software & mobile applications.

The Software and mobile applications are presented "as is," without any assurances, guarantees, or warranties regarding its functionality or its non-infringement of any third-party rights, including intellectual property rights.

If you are entering into this EULA agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. If you do not have such authority or if you do not agree with the terms and conditions of this EULA agreement, do not install, or use the Software and mobile applications, and you must not accept this EULA agreement.

This EULA agreement shall apply only to the Software and mobile applications supplied by TGI Connect herewith regardless of whether other software and mobile applications are referred to or described herein. The terms also apply to any TGI Connect updates, supplements, Internet-based services, and support services for the Software and mobile applications, unless other terms accompany those items on delivery. If so, those terms apply.

License Grant

TGI Connect hereby grants you a personal, non-transferable, non-exclusive licence to use the TGI Connect software & mobile applications on your devices in accordance with the terms of this EULA agreement.

You are not permitted to:

- Edit, alter, modify, adapt, translate, or otherwise change the whole or any part of the Software and mobile apps nor permit the whole or any part of the Software and mobile apps to be combined with or become incorporated in any other software, nor decompile, disassemble or reverse engineer the Software and mobile apps or attempt to do any such things
- Reproduce, copy, distribute, or resell
- Allow any third party to use the Software and mobile apps on behalf of or for the benefit of any third party
- Use the Software and mobile apps in any way which breaches any applicable local, national or international law
- use the Software and mobile apps for any purpose that TGI Connect considers is a breach of this EULA agreement

Intellectual Property and Ownership

TGI Connect shall at all times retain ownership of the Software and mobile apps as originally downloaded by you and all subsequent downloads of the Software and mobile apps by you. The Software (and the copyright, and other intellectual property rights of whatever nature in the Software and mobile apps, including any modifications made thereto) are and shall remain the property of TGI Connect.

TGI Connect reserves the right to grant licences to use the Software and mobile apps to third parties.

Termination

This EULA agreement is effective from the date you first use the Software and mobile apps and shall continue until terminated. You may terminate it at any time upon written notice to TGI Connect.

It will also terminate immediately if you fail to comply with any term of this EULA agreement. Upon such termination, the licenses granted by this EULA agreement will immediately terminate and you agree to stop all access and use of the Software and mobile apps. The provisions that by their nature continue and survive will survive any termination of this EULA agreement.

Governing Law

This EULA agreement, and any dispute arising out of or in connection with this EULA agreement, shall be governed by and construed in accordance with the laws of Ontario, Canada.