

Last Updated: September 20, 2024

What's new? We've clarified the scope of the license under these API terms to develop and test an integration, and our rights to terminate your use of the API if you breach these API terms.

These Transportation API Terms of Use (the “**API Terms**”) form part of the written or electronic agreement into which these API Terms are expressly incorporated by reference (the “**Agreement**”) by and between Trimble Transportation Enterprise Solutions, Inc. or one of its corporate affiliates as specified in the Agreement (“**Trimble**”), and the other party or parties named in the Agreement (“**Company**”) (each, a “**Party**,” and together, the “**Parties**”) and governs Company’s use of Trimble’s application programming interface (API) tools to allow Company to develop and test an integration between Trimble’s products, solutions and/or systems and a third party solution for the purpose of exchanging Customer Data. In the event of a conflict between a term or provision of these API Terms and a corresponding term or provision of the Agreement, these API Terms control with respect to the license granted hereunder and Company’s use of the API Tools. These API Terms have no independent force or effect except as incorporated by reference into an Agreement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Definitions.** Other defined terms will have the meanings afforded to them in the Agreement. In the event of a conflict between a term defined in these API Terms and a corresponding term defined in the Agreement, the term defined in the Agreement will control.
 - 1.1. “API Tools” or “API Toolkit”** means the application program interface (“**API**”), software development kit (“**SDK**”), related Documentation, or other materials (e.g., sample code) made available by Trimble to Company to enable Company to exchange Customer Data between a Trimble Solution and a Connected Solution through an Integration. API usage may require a valid key or credentials.
 - 1.2. “Connected Solution”** means any application, add-on, connector, service, or other solution that has been enabled by Company to exchange Customer Data through an Integration.
 - 1.3. “Customer Data”** means certain freight, driver, location, audiovisual, load movement, or other telematics and transportation management system data exchanged by a Party to the other Party via an Integration.
 - 1.4. “Documentation”** means the documentation for the API Tools provided to, or made available to, Company from time to time.
 - 1.5. “Integration”** means a connection between a Connected Solution and a Trimble Solution enabled through the application and use of the API Tools to facilitate the exchange of data pursuant to a separate agreement between Trimble and a Connected Solution provider.
 - 1.6. “Trimble Solution”** means a Trimble proprietary hardware, software, cloud-based services, or other product, service or solution with which a Connected Solution may exchange Customer Data via an Integration.
- 2. Grant of License.** Trimble grants to Company a non-exclusive, non-transferable, non-sublicensable, non-assignable (except in connection with a permitted assignment as set forth below), revocable, limited license to use the API Tools and access credentials solely to develop and test an Integration in accordance with these API Terms. Company may not use the API Tools for any other purpose without Trimble’s express prior written consent. Without limiting the foregoing, Company may only enable the use of an Integration for purposes other than development and testing (e.g., to exchange Customer Data) subject to a separate agreement between Trimble and the Connected Solution provider. Trimble may place limits on access to or use of the API Tools and/or an Integration (e.g., limits on numbers of API calls or requests, on which Connected Solutions and Trimble Solutions may be connected via Integration, etc.). Company will comply with all attribution requirements, if any, set forth in the Documentation or otherwise provided by Trimble. The API Tools are licensed to Company and not sold, and Trimble reserves all rights not expressly granted to Company in these API Terms and the Agreement.

Company will not share the API Tools with any third party other than its employees and agents (“**Personnel**”) with a need to know who are bound by obligations of confidentiality no less restrictive than those set forth herein. Company will be responsible for the acts and omissions of its employees and agents in their use of the API

Tools. Company and its Personnel will keep all provided keys or access credentials for the API Tools confidential and will not share credentials between Personnel. Company will notify Trimble as soon as possible if Company believes any keys or credentials for the API Tools issued to Company or any of its Personnel may have been disclosed or compromised.

Trimble may collect certain information regarding Company's use of the API Tools and the Integration (collectively, "**Usage Data**"). Trimble and its affiliates may use and exploit Usage Data for any purpose in connection with operating, improving and supporting the API Tools and the operation of our businesses, provided Company will not be identified as the source of such Usage Data.

2.1. Use Restrictions. Company warrants and covenants that it will not, and will not permit, cause or authorize anyone else to:

- (a) Access or use the API Tools or a Trimble Solution without a valid key or credentials if required, or otherwise through means and/or authentication methods not provided by Trimble;
- (b) Attempt to circumvent any of the API Tools access or usage limits if such limits exist;
- (c) Enable the use of the Integration for purposes other than development and testing (e.g., to exchange Customer Data) except to the extent expressly permitted to so do under the terms of a separate data exchange agreement between Trimble and the Connected Solution provider;
- (d) Access or use the API Tools for hosting, service provider or like purposes, or sublicense, sell or grant third party access to or use of the API Tools or an Integration;
- (e) Access or use the API Tools to operate Connected Solutions for the purpose of substantially replicating features of a Trimble Solution, or to copy, frame or display any elements of a Trimble Solution through a Connected Solution;
- (f) Reverse engineer, modify or create derivative works of the API Tools or any Trimble Solution;
- (g) Make calls to the API Tools or Trimble Solution not driven by bona fide requests;
- (h) Publish benchmarks or performance information about the API Tools or Trimble Solution;
- (i) Test the capabilities or security of the API Tools or any Trimble Solution or disrupt their integrity or performance (including by probing, scanning or testing their vulnerability) without Trimble's express prior written authorization;
- (j) Access or use the API Tools or any Customer Data for any unlawful, infringing or offensive purpose or otherwise in violation of applicable laws, rules or regulations and/or in violation of the customer's scope of consent for use by Company;
- (k) Impersonate any person or entity or otherwise misrepresent Company's affiliation with a person or entity,
- (l) Take any action that might compromise the security or integrity of the API Tools or any Trimble Solution;
- (m) Access or use the API Tools with any Connected Solution or in connection with any product that constitutes, promotes, or is used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities, or to send any malicious code to the API Tools or any Trimble Solution;
- (n) Take any action that would subject the Toolkit or any Trimble Solution to any third-party terms, including without limitation any "open source" software license terms;
- (o) Remove or obscure any copyright notices from the API Tools; or
- (p) Access or use the API Tools to create an Integration with any application, product, or service not approved or authorized by Trimble.

Company may permit its independent contractors with whom it has a bona fide written agreement to provide services to Company related to the Connected Solutions to use the API Tools on its behalf,

provided Company will be responsible and liable for their compliance with these API Terms and for their acts and omissions in using the API Tools.

2.2. Approval Requirements; Use Limits. Trimble reserves the right to test Integrations for security, performance and other criteria, and Company will provide Trimble with reasonably requested information and assistance upon Trimble's request in connection with such testing. The specifics of the approval process, including submission and response timeframes, may be as set forth in the Documentation. Trimble may change its approval processes at any time. Trimble may (but is not required to) monitor Company's access or use of the API Tools and the performance of Integrations, including to ensure Company's compliance with these API Terms. Company will cooperate with any reasonable inquiries from Trimble, and, upon request, provide Trimble with proof of compliance. Trimble may limit the number of calls or requests Company may make through the API if Trimble believes that Company's usage (i) is in breach of these API Terms, (ii) may negatively affect Trimble Solutions or Trimble customers, or (ii) may otherwise impose liability on Trimble or its affiliates.

2.3. Trimble Support; Updates to the API Tools. Trimble will provide Company with support for the API Tools in the same manner it provides to all users of the API Tools generally, which may include web-based support and/or email support. From time to time, Trimble may change the API Tools ("**Updates**"). Trimble will use reasonable efforts to provide backwards compatibility with existing Integrations built using previous versions of the API Toolkit and will use commercially reasonable efforts to provide advance notice of any Updates that do not maintain backwards compatibility. Trimble will have no liability resulting from these changes. Company's continued use of the API Tools following an Update constitutes binding acceptance of the Update. Company agrees that it will, as promptly as possible using the same degree of error resolution and mitigation it uses with similar internal data systems, update its Integrations using the updated version of the API Tools (e.g., security fixes).

3. Ownership; Feedback. Trimble and its licensors retain all ownership and other right, title and interest, including intellectual property rights, in and to the API Tools and the Trimble Solutions. Company may choose to share with Trimble suggestions, enhancement requests, recommendations, or other feedback regarding the Trimble Solution, API Tools, and Trimble (collectively, "**Feedback**"). If Company provides Trimble with Feedback, Company grants to Trimble and its affiliates a royalty-free, worldwide, irrevocable, perpetual non-exclusive license to use Feedback for any purpose without restriction or obligation, and Trimble is not obligated to keep any such Feedback or contributions confidential (even if Company tells Trimble they are confidential).

4. Term and Termination. The license to use the API Tools will terminate as of the earlier of (a) the date of termination or expiration of the Agreement, or (b) the date on which Company notifies us that it is terminating its use, or (c) Company's breach of these API Terms. Trimble may terminate Company's license to use the API Tools if it breaches these API Terms, and if capable of cure and if offered a cure period by us fails to cure such breach within the cure period set forth in the notice of breach provided by Trimble in writing or by email. Upon termination, Company must cease using, destroy, and permanently erase all copies of the API Tools from all devices and systems it directly or indirectly controls, and Trimble may disable any Integration developed via the license provided hereunder. Termination will not limit any of Trimble's rights or remedies at law or in equity. Trimble will have no obligation or liability to Company resulting from termination or suspension of these API Terms in accordance with its terms. Trimble will also have the right to suspend Company's access to the API and the ability of the Company Solutions to utilize the API Tools if the use of the API Tools or the Integration enabled by the API Tools threatens the integrity or security of Trimble Solutions or Trimble's systems, networks, or data, provided that Trimble will promptly restore access to the API Tools once such acts or omissions have ceased or the corresponding integrity or security concerns have otherwise been mitigated. Any terms that by their nature are intended to continue beyond the termination or expiration of these API Terms will survive termination.

5. Risk Allocation. THE FOLLOWING RISK ALLOCATIONS ARE BARGAINED FOR AND BASED ON THE NEGOTIATED TERMS PROVIDED HEREIN AND WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. ANY CLAIM COMPANY MAY HAVE ARISING OUT OF OR RELATING TO THESE API TERMS MUST BE BROUGHT WITHIN TWO (2) YEARS AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

5.1. Disclaimers. THE API TOOLS ARE PROVIDED ON AN "AS-IS, AS AVAILABLE, WITH ALL FAULTS" BASIS. AND TRIMBLE SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS,

IMPLIED, STATUTORY, OR OTHERWISE. TRIMBLE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. TRIMBLE MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE RELATED TO AVAILABILITY, RELIABILITY, ACCURACY, COMPLETENESS, PERFORMANCE OR QUALITY OF THE API TOOLS AND TRIMBLE SOLUTIONS, THAT TRIMBLE WILL CONTINUE TO OFFER ANY ELEMENT OF THE API TOOLS OR TRIMBLE SOLUTIONS, OR THAT ACCESS TO OR USE OF THE API TOOLS WILL BE SECURE, TIMELY, UNINTERRUPTED, ERROR-FREE OR MEET COMPANY'S REQUIREMENTS OR EXPECTATIONS, ACHIEVE INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ALL SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. Company may have other statutory rights in which case the disclaimers above will apply to the full extent permitted by law.

5.2. Indemnity. Company agrees to indemnify, defend, and hold harmless Trimble, its affiliates, and their respective officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, in connection with a third party claim, action, suit or proceeding, which arises from or relates to Company's breach of these API Terms. The indemnification obligations set forth above shall apply to the extent that (i) Trimble provides to Company written notice of any such claim promptly following Trimble's receipt of notice of such claim (provided that failure to provide such notice will not relieve Company of its obligations, except to the extent Company has been materially prejudiced by such failure); (ii) Trimble grants to Company the exclusive right to defend any such Claim and make settlements thereof at Company's own discretion (except that Company will obtain Trimble's express prior written approval for any settlement that requires any action or forbearance, ongoing performance or any admission of liability on the part of Trimble); and (iii) Trimble provides such assistance and information as Company may reasonably require to settle or oppose such claim. Trimble may, however, participate in the defense or settlement of such claim at its own expense and with its own choice of counsel.

5.3. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL TRIMBLE BE LIABLE TO COMPANY OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE API; OR (b) ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF ONE THOUSAND US DOLLARS (US \$1,000) EVEN IF TRIMBLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Company acknowledges and agrees that this Limitation of Liability reflects a reasonable allocation of risk and will apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, that Trimble would not enter into these API Terms without these liability limitations, and that these liability limitations will survive notwithstanding any limited remedy's failure of essential purpose.

6. Other Provisions.

6.1. Open-Source Software. Certain code in the API Tools may be licensed under or include components subject to "open source" software terms ("**OSS**"). The OSS licenses may grant Company additional rights to the OSS code itself and allow it to use the OSS outside of our API Tools. However, when Company uses the OSS as part of the API Tools, it must comply with these API Terms.

6.2. Publicity. Neither Party may issue a press release regarding the subject matter of these API Terms without the other Party's express prior written consent.

6.3. Governing Law and Venue; Waiver of Jury Trial. These API Terms and Company's use of the API Tools will be governed exclusively by, and construed and enforced exclusively in accordance with, the laws of the State of Delaware, United States of America, without regard to or application of its conflicts-of-laws provisions. Any legal proceeding arising out or relating to these API Terms and/or Company's use of the API Tools will be subject to the sole and exclusive jurisdiction of the United States District Court for the District of Delaware or any state court sitting in the State of Delaware, to the exclusion of all other courts

and venues, and each party irrevocably consents to the sole and exclusive jurisdiction and venue of such courts and waives any right to object thereto. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE API TERMS, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS API TERMS, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

- 6.4. Assignment.** Company may not assign or otherwise transfer the license provided under these API Terms to any third party without Trimble's express prior written consent. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their successors and permitted assigns. Any assignment, transfer, or attempted assignment or transfer by Company in violation of the terms of these API Terms will be void and of no force or effect and will constitute a material breach of these API Terms.
- 6.5. Changes to the API Terms.** Trimble may modify these API Terms from time to time. Trimble will notify Company of modifications applicable to it as provided in Section 6.8 below, or alternatively Company's authorized representative may be required to electronically accept the modified API Terms, in which such modified version of these API Terms will become effective and supersede the previous API Terms thirty (30) calendar days from Company's receipt of notice or upon electronic acceptance. If Company does not agree to the modified API Terms, its sole remedy is to terminate its access and use of the API Tools in accordance with these API Terms.
- 6.6. Notices.** Except as set out in these API Terms, any notice or consent under these API Terms must be in writing and will be deemed given upon delivery either by personal delivery or by internationally reputable express courier service. If to Trimble, notice must be provided to Trimble Transportation Enterprise Solutions, Inc., ATTN: Legal – Contract Notices, 1 Independence Way, Princeton, NJ 08540, USA, with a copy to Trimble Inc., ATTN: General Counsel – Transportation Contract Notices, 10368 Westmoor Drive, Westminster, CO 80021, USA. If to Company, Trimble may provide notice to the address provided in the Agreement. Notice will be deemed effective upon delivery or refused delivery attempt (as evidenced by the delivery receipt). A Party may update its address upon notice to the other Party. However, either Party may send general and operational notices to the other Party by email or otherwise electronically.
- 6.7. Export Restrictions.** Company will not, and will not allow any third-party to, remove or export from the United States or allow the export or re-export of any part of the API Tools or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import laws, rules or regulations of any United States or foreign agency or authority. Company warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The API Tools is further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government. Company will defend, indemnify and hold Trimble harmless against any liability (including attorneys' fees) arising out of Company's failure to comply with the terms of this provision. Company's obligations under this paragraph will survive the termination of these API Terms for any reason whatsoever.
- 6.8. Miscellaneous.** These API Terms set forth the entire understanding between the parties with respect to the subject matter thereof, and supersedes any and all prior or contemporaneous proposals, communications, agreements, negotiations, and representations, whether written or oral, regarding the subject matter thereof. A Party will be excused from performance hereunder and not be liable to the extent that Party's performance is prevented, delayed or obstructed by causes beyond its reasonable control. No waiver of any provision or breach of these API Terms (a) will be effective unless made in writing, or (b) will operate as or be construed to be a continuing waiver of that provision or breach. In the event any portion of these API Terms is held to be invalid or unenforceable, that portion will be construed as nearly as possible to reflect the original intent of the parties, or if that construction cannot be made, the provision or portion thereof will be severable from these API Terms, provided that the same will not affect in any respect whatsoever the remainder of these API Terms. Company agrees that no provision of the Uniform

Computer Information Transactions Act (“**UCITA**”) is intended to apply to the interpretation of these API Terms, whether or not UCITA is enacted in Delaware. References to a section will include references to all subsections thereof, unless otherwise expressly noted.