

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. **Vusion State Miles Services.** This Addendum applies if Vusion State Miles Reporting is included as part of your telematics Subscription, or if you purchase Vusion State Miles Reporting as an add-on Subscription through the Order Form. Vusion State Miles Reporting services consist of the following:
 - i. We, in cooperation with you, will catalog the required source data files, and the method of transfer of source data files from your systems, personnel, or third-party vendors to us. These data files may include: (i) vehicle tracking (latitude/longitude) position history, (ii) ECM data, (iii) tractor/vehicle information, and other files as mutually agreed. Source data for the Vusion State Miles Reporting services does not include personally identifiable information other than driver name.
 - ii. We will provide an FTP directory and password to you for purposes of collecting source data files, as required, to be used in your data processing and reporting.
 - iii. We will process source data files utilizing proprietary data cleaning, quality control, and quality scoring methods to provide you with feedback about data quality and data usability, which we will provide through our user portal. We may make tools available to you to assist you with data clean-up; however, the ultimate responsibility for data accuracy and data quality remains with you.

Our ability to provide the Vusion State Miles Reporting services is dependent on the following. You will hold us harmless from our inability to provide the Vusion State Miles Reporting services to you, or errors in the results from the Vusion State Miles Reporting services, to the extent resulting from your failure to comply with the following.

- A. You will provide access to the data files required by us for the Vusion State Miles Reporting services. If a third party resource is being used to extract data files, then you agree to provide us with necessary authorization credentials for and access to data on that third-party resource, and represent that you have all rights necessary to allow us to use such credentials to access such third-party resource.
- B. You will provide reasonable access to your personnel to discuss data, reports, and to support inquiries related to the service being performed.
- C. You will maintain archive copies of source documents necessary to support tax filings. These include without limitation (i) toll receipts and/or toll statements documenting toll charges and/or toll miles traveled in New York or Massachusetts, (ii) trip origin/destination points, (iii) bill of lading/load tickets, (iv) registration trip permits, (v) equipment lists, and (vi) decal reconciliation. You will provide copies of source documents to us as required to provide the Vusion State Miles Reporting services.
- D. You will promptly forward any jurisdictional communications, notices, or updates that are necessary or helpful to allow us to complete our responsibilities under this agreement in a timely and professional manner.

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.