

This Addendum (the “**Addendum**”) applies to and is made a part of the Order Form entered into between **Maddocks Systems, Inc. dba Trimble Transportation Enterprise Solutions**, a Trimble company, with its address for notice purposes at 2955 Virtual Way, Suite 490, Vancouver, BC V5M 4X6, Canada (“**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. Governing Law and Venue.** Notwithstanding Section 10.5 of the Master Terms, the Agreement will be governed exclusively by, and construed and enforced exclusively in accordance with, the laws of the Province of British Columbia without regard to or application of its conflicts-of-laws provisions. Any legal proceeding arising out or relating to the Agreement will be subject to the sole and exclusive jurisdiction of the courts and tribunals located in the Province of British Columbia, 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 tribunals 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 THE AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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.