

These Evaluation Terms and Conditions (the “**Terms**”) are incorporated by reference into, and are made a part of, the evaluation agreement or proof-of-concept agreement (the “**Agreement**”) between (a) on the one hand, the Trimble legal entity which executes the Agreement (“**Trimble**”, “**our**”, “**we**”, and “**us**”) and the other company or entity which executes the Agreement through its authorized representative (“**Company**”, “**you**” and “**your**”) (each, a “**Party**,” and together, the “**Parties**”), where that Agreement references these Terms and incorporates them by reference. These Terms set forth the terms and conditions on which you may evaluate certain of our offerings through the Agreement to determine their suitability for your business (the “**Purpose**”).

PLEASE READ THESE TERMS CAREFULLY, AS THEY FORM PART OF A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US. YOU HEREBY AGREE AND ACKNOWLEDGE THAT THESE TERMS FORM A PART OF AND ARE INCORPORATED BY REFERENCE INTO THE AGREEMENT, AND WILL BE BINDING ON YOU AS IF YOU HAD PHYSICALLY SIGNED THESE TERMS. PLEASE PRINT A COPY OF THESE TERMS FOR YOUR RECORDS.

THE PERSON SIGNING THE AGREEMENT REPRESENTS THAT HE/SHE HAS READ THESE TERMS CAREFULLY AND HAS THE REQUISITE CORPORATE AUTHORITY TO ACCEPT AND BIND YOU TO THE AGREEMENT AND THESE INCORPORATED TERMS.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Definitions.** Additional terms may be defined in the subsequent sections of these Terms.

- 1.1. “Affiliate”** means any entity which directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or common control with the Party in question. As used herein, “control” means the power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of 50% (or, if the applicable jurisdiction does not allow majority ownership, the maximum amount permitted under such law) or more of the voting equity securities or other equivalent voting interests of the entity.
- 1.2. “Evaluated Offering(s)”** means the evaluated solutions as specified in the Agreement.
- 1.3. “Our Materials and Technology”** means our Software (compiled or otherwise) and any written and electronic materials, proprietary information, documentation, code, technology, systems, infrastructure, equipment, and trade secrets developed, provided or used by us, our Affiliates, or our subcontractors to produce, operate and provide the Evaluated Offering(s) together with all intellectual property rights therein, and all modifications, improvements or changes thereto.
- 1.4. “Software”** means the object code version of any software, library, utility, tool, or other computer or program code as well as the related documentation, whether provided as a service through the Internet or other remote means such as websites, portals, and “cloud-based” solutions (SaaS) or locally installed on your systems. Software includes, if made available by us, any customer interface through which you may access reporting and/or manage your usage of the Evaluated Offering(s) in connection with the Purpose.
- 1.5. “User”** means a person given the right to access and use the Evaluated Offering(s) for the Purpose. You will immediately notify us if you learn or suspect that any login credentials any of for your Users may have been disclosed or compromised.
- 1.6. “Your Data”** means in particular the freight, driver, location, audiovisual, load movement, and other telematics and transportation management system data collected by or provided to us, or input by you or on your behalf, through your use of our Evaluated Offering(s), which may include but is not limited to data specific to your partners and customers. You are responsible for Your Data, including its content and accuracy and compliance with applicable laws, rules and regulations.

**2. Grant of Rights for Evaluation Purposes.** During the Evaluation Period, we will grant to you a limited, non-exclusive, non-assignable and non-transferable, non-sublicensable right for you and your Users to use the Evaluated Offering(s) specified in the Agreement and as provided by us solely for the Purpose. We will provide your access credentials to the Evaluated Offering(s) for a reasonable number of Users determined in our reasonable discretion. Software is provided as a service and is not sold to you. You may not utilize optional or add-on features or functionality for evaluation purposes unless specified in the Agreement. You and your Users must use the Evaluated Offering(s) and related Services for their intended purpose, and in accordance with any training and customer service instructions we provide. We will provide support for your use of the Evaluated Offering(s) during our regular support hours in the same manner we provide it to our evaluation customers generally (provided we do not guarantee any specific level of support for evaluation customers generally).

- 2.1. Restrictions.** You agree and covenant that you and your Users will not (i) transfer, publish, disclose, display or otherwise make available any of Our Materials and Technology to any third party; (ii) copy, modify, tamper with, alter, create derivative works of, sublicense, sell, lease, loan, rent, convey, pledge as security or otherwise encumber, or act as a service bureau with respect to any of Our Materials and Technology; (iii) reverse engineer, decompile, translate, adapt or disassemble any of Our Materials and Technology in an attempt to reconstruct or discover the design, source code or algorithms thereof for any other purpose, except and only to the extent expressly permitted by law; (iv) interfere with or disrupt the integrity or performance of the Evaluated Offerings or the data contained therein; (v) create Internet links to or from the Evaluated Offering or “frame” or “mirror” any content forming part of the Evaluated Offering other than on your own intranets or otherwise for your own internal business purposes, except to the extent that such features are expressly contemplated by an Evaluated Offering; (vi) remove, delete or alter any trademarks or any copyright, trademark, patent or other notices from any of Our Materials and Technology; (vii) use any of Our Materials and Technology in violation of applicable laws, rules, regulations, codes or ordinances or in a manner which infringes the rights of a third party; (viii) provide or make available Our Materials and Technology to any of our competitors, e.g., for comparison purposes; (ix) attempt to circumvent any mechanism or restriction that limits access to, or otherwise attempt to gain unauthorized access to the Evaluated Offering(s) or related systems or networks; or (x) cause or authorize any third party to do any of the foregoing.
- 2.2. Professional Services.** If any professional services are needed in connection with your evaluation of an Evaluated Offering and we agree to provide them, such professional services will only be provided pursuant to a mutually executed project agreement and/or addendum.
- 2.3. Evaluation Review.** The Parties may (but are not obligated to) agree on evaluation criteria in connection with the Purpose; if evaluation criteria are used, the criteria will be mutually agreed by the Parties in writing or by email. If requested by either Party or both Parties, the Parties will meet regularly during the Evaluation Period to review the status of your evaluation and feedback from your personnel regarding the results of your evaluation to date.
- 3. Fees and Charges (if applicable).** During the Evaluation Period, you agree to pay us the evaluation fee set forth in the Agreement (the “**Evaluation Period Fee**”); if marked “WAIVED”, no Evaluation Period Fee will apply. The Evaluation Period Fee will be invoiced in full at the start of the Evaluation Period. Invoices are payable net 30 from date of invoice, in United States Dollars. You agree to be liable to us for all costs of collection of past due amounts (including attorneys’ fees).
- 4. Term and Termination.** This Agreement will commence on the Effective Date and will continue for the duration of the Evaluation Period (the “**Evaluation Period**”). The Agreement will automatically terminate at the end of the Evaluation Period. The Evaluation Period may be extended only by the subsequent mutual agreement of the Parties in writing or by confirmed email. You may terminate the Agreement for convenience by providing us written notice of such termination. We may terminate the Agreement for cause upon notice to you if you breach any of the material terms of the Agreement and fail to cure such breach within five (5) calendar days of your receipt of our written notice of such breach. We may suspend your evaluation with immediate effect if we believe there is a related threat to the security of the systems, networks, or data of us or our customers or if you fail to pay any applicable fees. If you terminate for convenience as set forth above or if the Agreement expires as of the end of the Evaluation Period and the Parties have not executed a Full Agreement, then (a) you will cease to utilize the Evaluated Offering(s); and (b) you will promptly destroy any of our Confidential Information or other of our materials in your possession or control and will provide us a written certification of destruction executed by an officer upon request. Any term or provision that applies to events occurring following termination or expiration will survive the termination or expiration of the Agreement. You acknowledge that we have the right to terminate your access to the Evaluated Offerings and delete Your Data following the end of the Evaluation Period if the Parties have not executed a Full Agreement, and you are solely responsible for exporting Your Data prior to the end of the Evaluation Period. We do not guarantee that Your Data used for evaluation purposes will be migrated to a production environment.
- 4.1. Termination Upon Execution of Full Agreement.** In the event that on or before the end of the Evaluation Period the Parties enter into an agreement on our standard terms and conditions for the purchase of a subscription to an Evaluated Offering, and related services, for use following the end of the Evaluation Period (a “**Full Agreement**”), then (a) the Agreement will terminate and will be superseded by the Full Agreement. You agree and acknowledge that if you elect to continue to utilize our software, services, and/or solutions following evaluation, you will be required to negotiate and enter into a Full Agreement,

and we cannot continue to provide software, services, or solutions or services under the Agreement following the end of the Evaluation Period. Nothing in these Terms or the Agreement will obligate you to purchase licenses, subscriptions or services from us. Neither Party will assume any obligations or liabilities for the failure to enter into a Full Agreement.

5. **Confidentiality.** Each Party agrees (a) to hold information disclosed to it by the other Party in connection with the Purpose which is designated by the disclosing Party as confidential, or is communicated by the disclosing Party in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature (“**Confidential Information**”) strictly confidential and to not share, disclose, or provide the disclosing Party’s Confidential Information to any third party except as expressly set forth herein; (b) to maintain the confidentiality and security of the disclosing Party’s Confidential Information using the same care as it uses with its own confidential information of like importance, but no less than reasonable care; and (c) to restrict access to the disclosing Party’s Confidential Information to those of its and its Affiliates’ employees, contractors, agents, legal and financial advisors, and consultants (“**Representatives**”) who have a need to know the information in connection with the exercise of the receiving Party’s rights and the performance of the receiving Party’s obligations under this Agreement who (i) have been notified of the confidential nature of the disclosure and (ii) are under an enforceable obligation to hold the Confidential Information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Agreement. Each receiving Party will be responsible for any breach of this Agreement by the Representatives of the receiving Party or its Affiliates. For the avoidance of doubt, the terms of this Agreement are our Confidential Information, and Your Data is your Confidential Information. We will be entitled to disclose Your Data if required pursuant to judicial, governmental or administrative process, requirement, order or disclosure demand. A Party’s confidentiality obligations hereunder will survive the termination or expiration of the Agreement for a period of two (2) years, except that it will maintain the confidentiality of any Confidential Information labeled by the disclosing Party as a trade secret indefinitely until it becomes part of the public domain through no act or omission of the receiving Party, its Affiliates, or their Representatives. Each receiving Party acknowledges that remedies at law may be inadequate to protect the disclosing Party against any actual or threatened breach of this Section 5 by the receiving Party or its Representatives and, without prejudice to any other rights and remedies otherwise available to the disclosing Party, the receiving Party agrees that in the event of such actual or threatened breach the disclosing Party may seek injunctive or other equitable relief in the disclosing Party’s favor, without proof of actual damages or the requirement of posting a bond or other security.
6. **Ownership; Feedback.** We agree that as between you and us, you will own Your Data. Except for the limited rights of use granted herein, as between you and us, all right, title and interest in and to Our Materials and Technology, including without limitation the Evaluated Offering(s), and all intellectual property rights therein belongs exclusively to us, our Affiliates, and/or our and their respective licensors or partners, and we reserve all rights not expressly granted herein. You will take reasonable precautions to prevent unauthorized access and use of The Evaluated Offering(s) by third parties. Work performed and deliverables created by us under the Agreement, including SOWs or project agreements, will constitute Our Materials and Technology, and for the avoidance of doubt will not be considered “works made for hire” owned by you. Our Materials and Technology are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Notwithstanding anything in the Agreement to the contrary, you grant to us and our Affiliates a royalty-free, worldwide, irrevocable, perpetual non-exclusive license to use and incorporate into their services and technology, make available to their customers and commercially use any suggestions, enhancement requests, recommendations, or other feedback provided by you, your Affiliates, or their representatives relating to or resulting from the Evaluated Offering(s).
- 6.1. **Collection and Use of Your Data.** You authorize and consent to our collection and use of Your Data provided by you or on your behalf in connection with the Evaluated Offering(s) for the purposes of this Agreement, including to operate, manage and provide the Evaluated Offering(s), to provide you and your Users with requested technical support, to address and prevent service or technical issues, to share Your Data with your third party partners and customers as authorized by you, and as otherwise requested and/or approved by you. This Agreement will not, and will not be construed to, limit or impair our ability to use data independently received from a carrier or other third party. Further, notwithstanding anything in the Agreement to the contrary you give us and our Affiliates the royalty-free, irrevocable, perpetual right (i) to use Your Data and other data provided to us by you or on your behalf to improve, enhance, and support the nature, quality and features of our and our Affiliates’ products, software and services subject to our confidentiality obligations set forth hereunder, and (ii) to aggregate and anonymize Your Data and other data provided by you or on your behalf in connection with the Agreement and to use such aggregated and

anonymized data, as well as data regarding your use of our Evaluated Offering(s) and summary or derivative information based thereon, for our and our Affiliates' analytical and other business purposes during and following the term of the Agreement, provided that you will not be identified as the source of such information. For the avoidance of doubt, such anonymized data shall be our property and not Your Data.

**6.2. Data Protection Laws.** Our processing of personal information, and your use of Evaluated Offering(s), will comply in all material respects with applicable laws, rules, regulations, and directives relating to data privacy, trans-border data flows, and data protection (collectively, "**Data Protection Laws**"). With respect to our processing of personal information which is governed by Data Protection Laws, the US Data Processing Addendum for Customer Personal Information located at [https://dl.trimble.com/www/us\\_dpa\\_customer.pdf](https://dl.trimble.com/www/us_dpa_customer.pdf) is herein incorporated by reference. With respect to a Transporeon solution as an Evaluated Offering, the details on the processing of personal information can be found in Transporeon's Privacy Notice on the login page of the Platform in the footer or online at [https://legal.transporeon.com/DP/PLT/en\\_Platform\\_Privacy\\_Policy.pdf](https://legal.transporeon.com/DP/PLT/en_Platform_Privacy_Policy.pdf). You warrant and covenant that you have made all disclosures and have all rights, consents and permissions necessary to use Your Data with the Evaluated Offering(s) and to grant Trimble the rights hereunder, and that prior to providing us with any personal information or by using the Evaluated Offering(s) through which we collect such personal information have obtained any required consent or have another valid legal basis under applicable Data Protection Laws to provide such personal information to us to or allow such personal information to be collected by us, and further you acknowledge that we are permitted to process and use such personal information in accordance with the Agreement.

**7. Disclaimers and Risk Allocation.** WE MAKE NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, CONCERNING THE EVALUATION OFFERING(S) OR OUR MATERIALS AND TECHNOLOGY, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. USE OF THE EVALUATED OFFERING(S) IS AT YOUR OWN RISK, AND YOU WILL INDEMNIFY AND HOLD HARMLESS US, OUR AFFILIATES, AND THEIR EMPLOYEES, DIRECTORS, AND OFFICERS FROM AND AGAINST AND IN RESPECT OF ANY AND ALL CLAIMS, DEMANDS, LOSSES, AND LIABILITIES ARISING FROM, RESULTING FROM, OR RELATING TO YOUR USE OF THE EVALUATED OFFERING(S). WE DO NOT REPRESENT OR WARRANT THAT THE EVALUATED OFFERING(S) WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, COMPLETE OR ERROR-FREE, AND WE GRANT NO WARRANTY REGARDING ITS USE OR THE RESULTS THEREFROM. WE HAVE NO CONTROL OVER THE SERVICES OF THIRD PARTIES, IN PARTICULAR, VALUE-ADDED NETWORK SERVICES, AND DISCLAIM ANY LIABILITY FOR YOUR USE OF THIRD PARTY SERVICES. THE ABILITY TO TRANSMIT MESSAGES AND/OR TRANSPORTATION DATA ARE SUBJECT TO WIRELESS PROVIDER COVERAGE AREAS AND MAY BE TEMPORARILY INTERRUPTED OR OTHERWISE LIMITED BY EVENTS BEYOND OUR CONTROL. USE OF SOFTWARE, SUBSCRIPTIONS OR SERVICES MAY BE IMPACTED IF YOUR SYSTEMS ARE NOT PROPERLY CONFIGURED AND/OR IF VEHICLES ARE OPERATED OUTSIDE OF LICENSED WIRELESS CARRIER SERVICE AREAS.

IN NO EVENT WILL TRIMBLE, ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OR FOR ANY LOSS OF PROFITS, REVENUE, OR DATA, LOSS OR INTERRUPTION OF BUSINESS, OR DAMAGES RESULTING FROM USE OF OR RELIANCE ON THE INFORMATION PRESENTED, REGARDLESS OF THE LEGAL THEORY ASSERTED OR WHETHER A CLAIM IS BROUGHT IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHER THEORY, EVEN BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL TRIMBLE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ASSERTED OR WHETHER A CLAIM IS BROUGHT IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHER THEORY, EXCEED THE FEES PAID BY YOU IN CONNECTION WITH THE EVALUATED OFFERING(S). THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR OUR PROVISION OF THE EVALUATED OFFERING(S) TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR SPECIFIED OTHER DAMAGES, OR



ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY OR MAY NOT FULLY APPLY TO YOU.

8. **Export Control.** You acknowledge that our software, services, proprietary information, and derivatives thereof may be subject to United States and international export control, embargo, and sanctions laws, regulations, and licensing requirements, including those administered by the US Department of Treasury, U.S. Department of State, and others (collectively, “**Export Control Laws**”). You will strictly comply with, and will not export, re-export, transfer, divert, or disclose any of our software, services, proprietary information, or derivatives thereof to any individual, entity, or destination in violation of, any applicable US and international Export Control Laws.
9. **Anti-Corruption Compliance.** You, and any third party acting on your behalf, will comply with all applicable United States and international anti-corruption and anti-bribery laws and regulations, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and others (collectively, “**Anti-Corruption Laws**”). You, and any third party acting on your behalf, will not directly or indirectly offer, promise, or give any payment or anything of value to a government official, or any other individual or entity, where the intent is to improperly influence any act or decision of the government official, or other individual or entity, to obtain or retain business or some other benefit or commercial advantage for you or us. You, and any third party acting on your behalf, also will not solicit or accept any sort of payment or anything of value from anyone, where the intent is to improperly influence any of your acts, our acts, any the acts of any third party acting on your behalf.
10. **US Government Restricted Rights.** If you are a US government entity, this Section 10 applies to you. The Evaluated Offering(s) are provided with “RESTRICTED RIGHTS”. Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in this Agreement, and as provided in DFARS 227.7202-1(a) and 227.7202-3(a)(1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14(ALT III), as applicable.
11. **Governing Law and Venue; Waiver of Jury Trial.** This Agreement 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 the Agreement will be subject to the sole and exclusive jurisdiction of the state and federal courts of the State of Delaware, United States of America, 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 THE AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.
12. **Miscellaneous.** The Agreement sets forth the entire understanding between the parties with respect to its subject matter, and supersedes all prior or contemporaneous written or oral proposals, communications, agreements, negotiations, and representations regarding its subject matter. No amendment to the Agreement will be valid unless made in writing and physically or electronically signed by both parties. You may not assign or otherwise transfer the Agreement to any third party without our express prior written consent. Subject to the preceding sentence, the Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their successors and permitted assigns. We may utilize subcontractors in the performance of our obligations under the Agreement, and we will be responsible for the acts and omissions of our subcontractors in their performance of our obligations thereunder. No waiver of any provision or breach of the Agreement (a) will be effective unless made in writing, or (b) will operate as or be construed to be a continuing waiver of such provision or breach. Regardless of which Party may have drafted the Agreement, no rule of strict construction will be applied against either Party. In the event any portion of the Agreement is held to be invalid or unenforceable, such portion will be construed as nearly as possible to reflect the original intent of the parties, or if such construction cannot be made, such provision or portion thereof will be severable from the Agreement, provided that the same will not affect in any respect whatsoever the remainder of the Agreement. Neither Party will be liable for a failure to perform hereunder to the extent that performance is prevented, delayed or obstructed by causes beyond its reasonable control. Any notification of any event required pursuant to the Agreement will be in writing, will reference the Agreement, and will be personally delivered or sent by nationally or internationally recognized express courier to the other Party at the address set forth in the Agreement, ATTN: Legal. Notice will be deemed effective upon delivery or refused delivery attempt (as evidenced by the delivery receipt). The Parties have specifically requested that the Agreement be drafted in English. *Les Parties ont spécifiquement demandé que cette entente soit rédigée en anglais.* If there is a conflict between versions of

the Agreement in any other language, the English version controls. Each Party is an independent contractor of, and is not an employee, agent or authorized representative of, the other Party. The Agreement may be executed in several counterparts and by each Party on a separate counterpart, each of which, when so executed and delivered will be an original, but all of which together will constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by .PDF, .TIF, .GIF, or similar attachment to electronic mail will be as effective as delivery of a manually executed counterpart of this Agreement.

Last updated: April 22, 2025