

This Addendum (the “**Addendum**”) applies to and is made a part of the Order Form entered into between the Trimble legal entity named on that Order Form, with an address for notice purposes as set forth on the Order Form (“**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. **Definitions.** In addition to the definitions in the Master Terms and Supplemental Terms, the following definitions apply to the Agreement:
 - 1.1. “**Hosting Services**” means our infrastructure-as-a-service offering through which we host a single-tenant instance of Your Licensed Software and/or Third Party Software through the TTE Solution Infrastructure pursuant to a Subscription for Hosting Services purchased by you. With respect to a Subscription to Hosting Services, references to the “TTE Solution” will be construed as references to Hosting Services and not Hosted Software.
 - 1.2. “**Third Party Software**” means software licensed by you from a third party for which we have agreed to provide Hosting Services pursuant to a Subscription.
 - 1.3. “**TTE Solution Infrastructure**” means, for Hosting Services, the associated hardware and network infrastructure within our reasonable control used to provide hosting of Your Licensed Software and/or Third Party Software in a single-tenant environment (e.g., internal services network, network connectivity, and data center power/HVAC systems).
 - 1.4. “**Users**” means, for Hosting Services, your Representatives who are authorized by you to use Your Licensed Software and/or Third Party Software through the Hosting Services and have been supplied user identifications and passwords by one of your Users (or by us at your request).
 - 1.5. “**Your Licensed Software**” means the TTE software packages and add-ons licensed by you under a separate agreement with us which are hosted by us through the Hosting Services.
2. **Hosting Services Subscription.** For the Subscription Term we grant to you a limited, non-exclusive, non-transferable, non-sublicensable right and license to access and use the Hosting Services and any add-on Subscriptions purchased through an Order Form or similar agreement, or ordered by you through an online portal if made available by us. Any additional terms and conditions applicable to Subscriptions are set forth either in the Order Form, in an Addendum, or such portal. To the extent we grant you permission in writing for one or more of your Affiliates to utilize the Hosting Services through your Subscription, you shall be responsible for any breach of the Agreement caused by the acts or omissions of such Affiliates. Exhibits A and B of the Supplemental Terms do not apply to Hosting Services; Exhibit A to this Addendum sets forth the support terms relating to Hosting Services provided to you via a Subscription, and with respect to Hosting Services references to Exhibit B of the Supplemental Terms shall be construed as references to Exhibit A of this Addendum.
3. **Monthly Reports.** Upon your request, we will provide you with access to monthly reports relating to the Hosting Services, such as hardware component utilization and your usage of the Hosting Services.
4. **Your Additional Responsibilities.** You shall: (a) comply with all applicable local, state, and federal laws in using Your Licensed Software and Third Party Software through the Hosting Services; (v) provide and maintain your hardware and network infrastructure used to connect to the Hosting Services; and (vi) maintain bandwidth in compliance with our standard policies as communicated to you from time to time and ensure quality of service and internal connectivity on your private network. Except as otherwise provided in the Agreement, you shall be responsible for the supervision, management, and control of your use of Your Licensed Software and Third Party Software, including, without limitation, (a) implementing sufficient procedures to satisfy your requirements

for the accuracy of the input you provide, and (b) implementing reasonable procedures to timely verify reports and other output from Your Licensed Software and Third Party Software, and from us.

- 5. Cooperation.** You and your Representatives will cooperate with us with regard to our provision of Hosting Services, including, without limitation, and in each instance subject to normal security requirements and in a manner that is not unnecessarily disruptive to your business operations, by: (a) timely providing us with such information, data, management decisions, resources, approvals, and acceptances as may be necessary to permit us to provide the Hosting Services hereunder; (b) complying with all operating instructions that are communicated to you by us from time to time; and (c) not abusing or misusing our facilities and the TTE Solution Infrastructure, any of the components thereof, or any of the capabilities provided thereby (collectively, “**Cooperation**”). You agree and acknowledge that the failure to provide Cooperation by you or your Representatives may result in issues with Your Licensed Software and/or Third Party Software, or availability thereof (which issues will not be our responsibility) and may require additional Professional Services to correct such issues or usability, and you agree to hold us harmless from any such issues or usability impacts resulting from the failure to provide Cooperation.
- 6. Hosting Services Usage.** You agree that, except as otherwise expressly permitted by us, you shall use Your Licensed Software and Third Party Software provided via Hosting Services only for your own internal business purposes, and shall not sell, rent, or otherwise provide, directly or indirectly, access to or use of Hosting Services, or software hosted therein, to any third party. You shall cause all Users to use the Hosting Services solely for your internal business purposes.

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.

Exhibit A to Cloud Hosting Addendum – Infrastructure Support for Hosting Services

- 1. Infrastructure Support.** As of the Billing Commencement Date and for the Subscription Term, we will provide you with technical and operation assistance in response to specific issues that arise in the TTE Solution Infrastructure which impact your Users' ability to use software hosted through the Hosting Services for their intended purpose ("**Infrastructure Support**"). Support with respect to the use and operation of Your Licensed Software is provided through your support & maintenance subscription for Your License Software and is not provided through Infrastructure Support; if you do not have an active support & maintenance subscription with us, support with respect to the use and operation of Your Licensed Software will be your responsibility. Support for Third Party Software is entirely your responsibility.

Should we determine the need to upgrade the TTE Solution Infrastructure used to provide the Hosting Services (which we may do at our discretion on a when and if available basis), or should you purchase additional network or server capacity requiring changes to the TTE Solution Infrastructure used to provide the Hosting Services, you will allow us to promptly make such necessary changes at a mutually agreed-upon time. You agree to accept all new releases or versions of Your Licensed Software if you are entitled to the same under maintenance and support terms in effect between you and us and to accept all new releases or versions of Third Party Software, and you will install each such new release or version promptly following release (or if we are willing to perform such work for you via Professional Services, will allow us to install each such new release or version at our standard time and materials rates in which case you agree to pay such charges).

If you provide your initial classification suggestion when you open an Infrastructure Support ticket, we will either confirm or reclassify the issue as determined in our reasonable opinion. If reasonably requested by us, you will provide us with assistance in providing support to you, such as providing sufficient information to us (e.g., the time of the problem, the page exhibiting the problem, the data fields being accessed and presented, and the response time experienced) so that we may determine if the issue is the result of a problem with the Hosting Services, a problem with Your Licensed Software or Third Party Software, or another problem outside of our control, and if a problem with the Hosting Services, if the issues reported by you may be consistently reproduced. We will use commercially reasonable efforts to address confirmed issues. Troubleshooting, fixes, reconfiguration, and other work performed by us resulting from the acts or omissions of you or your agents (e.g., errors introduced in system changes made by you or your agents) will be billed to you at our standard time and materials rate, and you agree to pay such charges, and are not considered critical support for the purposes of Section 2 below.

- 2. Support Hours.**

- 2.1. Non-Critical Support.** We provide non-critical Infrastructure Support during standard support hours set forth below (excluding statutory and governmental holidays). All requested non-critical Infrastructure Support which we agree to provide outside of standard support hours shall be billed to you at our then-current standard premium support rate(s).

Hosting Services	Standard support hours: 8:00am to 6:00pm ET
-------------------------	---

- 2.2. Critical Support.** We will provide 24x7 Infrastructure Support related to system accessibility issues which we reasonably determine are directly related to interruptions in your business operations caused by the Hosting Services.