

Last Updated: October 14, 2025

These Master Terms and Conditions ("**Master Terms**") apply to and are made a part of each Order Form entered into between the Trimble legal entity named on that Order Form ("**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 these Master Terms and one or more Supplemental Terms for products, subscriptions and/or services ordered through that Order Form (each, "**Supplemental Terms**") (the Order Form with the incorporated terms, any related Statements of Work, and any other amendments, addendums, modifications, exhibits and schedules to the foregoing collectively, the "**Agreement**"). These Master Terms will have no independent force or effect except as incorporated by reference into an Order Form.

PLEASE READ THESE MASTER TERMS CAREFULLY, AS THEY FORM PART OF A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US FOR THE SOFTWARE, HARDWARE, SERVICES, AND/OR PROFESSIONAL SERVICES SPECIFIED ON THE ORDER FORM. YOU HEREBY AGREE AND ACKNOWLEDGE THAT THESE MASTER TERMS FORM A PART OF, AND ARE INCORPORATED BY REFERENCE INTO, THE ORDER FORM, AND SHALL BE BINDING ON YOU AS IF YOU HAD PHYSICALLY SIGNED THESE MASTER TERMS. PLEASE PRINT A COPY OF THESE MASTER TERMS FOR YOUR RECORDS.

BY SIGNING THE ORDER FORM INTO WHICH THESE MASTER TERMS ARE INCORPORATED BY REFERENCE, THE PERSON SIGNING THAT ORDER FORM ON YOUR BEHALF REPRESENTS AND WARRANTS THAT HE/SHE/THEY HAVE READ THESE MASTER TERMS CAREFULLY AND HAVE THE REQUISITE CORPORATE AUTHORITY TO BIND YOU TO THESE MASTER TERMS.

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

1. **In General.** Through an Order Form or SOW, we and/or our Affiliates may provide you and/or your Affiliates with Software, Subscriptions, Data Services, and/or Professional Services. Each Agreement will be independent of other Agreements that incorporate these Master Terms. If an Affiliate of Trimble enters into an Order Form that incorporates these Master Terms, for the purposes of that Order Form and all terms incorporated or referenced therein all references in to "Trimble," "us," "our" or "we" will be construed as references to that Affiliate and not Trimble. If your Affiliate enters into an Order Form that incorporates these Master Terms, for the purposes of that Order Form and all terms incorporated or referenced therein all references to "Customer," "you," or "your" shall be construed as references to that Affiliate and not you. Except to the extent otherwise expressly stated, in the event of a conflict between corresponding clauses the following order of precedence will apply from highest to lowest: Supplemental Terms, these Master Terms, a Statement of Work, an Order Form, an addendum, an exhibit, amendment or appendix, and any other applicable additional terms, except that in the event a term or provision in a EULA for Installed Software used pursuant to a Subscription and another term or provision of this Agreement, the EULA controls solely with respect to that Installed Software. All quotes and requests made by you for Software, Subscriptions, Data Services, and/or Professional Services are non-binding unless and until accepted by us. Order Forms and SOWs are accepted as valid and binding only when signed by us in writing and when fully executed. While you may issue a purchase order for administrative purposes, no provisions of your purchase orders, invoices, associated purchase Documentation, or other business forms will apply to, modify, supersede or otherwise alter the terms of an Agreement or your payment obligations thereunder, and any such provisions will be of no force or effect.

1.1. Definitions.

- 1.1.1. "**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.
- 1.1.2. "**Anonymized Data**" means any data collected in connection with service-based or licensed Software, Data Services, and/or Professional Services (including Transportation Data) that has been aggregated and/or de-identified in such a manner that neither you nor any of your Users can be identified from the data if such data is shared outside of us or our Affiliates.
- 1.1.3. "**Confidential Information**" means the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by us or you, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature.
- 1.1.4. "**Data Service**" means a service to access certain data, such as but not limited to traffic, weather, or geocode data, which is provided to you via a purchased Subscription on a standalone or bundled basis.
- 1.1.5. "**EULA**" means any end-user license agreement(s) applicable to your use of Installed Software, as updated by us from time to time.
- 1.1.6. "**Intellectual Property Rights**" means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, publicity, database rights and similar rights of any type, including any applications, continuations or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory or judicial authority.

- 1.1.7. **"Trimble Maps Data"** means any Trimble or third party map data, such as but not limited to geographic, infrastructure, and similar features and information (**"Map Data"**), revisions to Map Data which are provided by us on a "when and if available" basis (**"Map Updates"**), location data establishing positioning of assets and locations within Map Data including geolocation and places data (**"Location Data"**), or other data including dwell time data which is provided through or used by us to provide our Software, whether developed by us or owned by persons or entities other than us or our Affiliates.
- 1.1.8. **"Our Materials and Technology"** means our Software (compiled or otherwise), Data Services, 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 and provide Software and Data Services together with all Intellectual Property Rights therein, together with all modifications, improvements or changes thereto, including without limitation (i) proprietary electronic architecture and other non-literal elements of the Software and Data Services developed by us, (ii) functional and technical specifications and other technical, training, reference or service information, documentation and manuals and updates thereto, (iii) APIs, customized applications and computer programs, (iv) processes, methods, algorithms, ideas, and other "know how," (v) data and information provided or sourced by us, including Trimble Maps Data but specifically excluding Transportation Data, and (vi) network equipment and architecture used by us. Our Materials and Technology also includes Anonymized Data and Usage Data.
- 1.1.9. **"Order Form"** means a written order form or similar written document specifying Subscription rights granted to you and/or Professional Services provided to you, together with quantities and pricing (and the initial Subscription term for each such Subscription).
- 1.1.10. **"Professional Services"** or **"PS"** means any implementation, installation, and/or set-up services, training services, or other professional services provided by us to you as described in an Order Form and/or SOW.
- 1.1.11. **"SOW"** means a statement of work, work order, change order, or any other similar mutually agreed upon written agreement, governing the provision of support & maintenance, installation, implementation, or other PS, which may include without limitation PS methodology, deliverables and training, and fees.
- 1.1.12. **"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 (a) locally installed on your systems (**"Installed Software"**) or (b) provided as a service through the Internet or other remote means such as websites, portals, and "cloud-based" solutions (collectively, **"Hosted Software"**). Software also includes any enhancements or modifications we choose to make to the Software from time to time on a when and if available basis and make generally available to all Customers at no charge (**"Enhancements"**).
- 1.1.13. **"Subscription"** means a right to use Software (whether as a standalone application or as a service), a Data Service, a periodic allotment of Services, and/or other service-based products (e.g., cloud hosting services) for a fixed term, which subscription right is purchased through an Order Form.
- 1.1.14. **"Transportation Data"** means information, documents, materials, or other data of any type that is input by you or on your behalf into, or that is created or generated through the use of, Software, Data Services, and/or Professional Services by you or your Users, including without limitation information or data that is submitted manually by Users that is received from an integrated third-party system, solution, or service. Transportation Data excludes Usage Data and Anonymized Data.
- 1.1.15. **"Usage Data"** means our technical logs, data, and learnings about your and your Users' use of Software, Data Services, and/or Professional Services. Usage Data excludes Transportation Data.
- 1.1.16. **"User"** means a person given the right to access and use service-based or licensed Software by you, or by us at your direction.

2. Grant of Rights.

- 2.1. **In General.** For each Subscription purchased by you through an Order Form, for the Subscription term specified in that Order Form we grant to you a limited, non-exclusive, non-assignable and non-transferable (except in connection with a permitted assignment of an Agreement), non-sublicensable right to access and use the service-based or licensed Software governed by your Subscription for your own internal business operations. This Subscription is restricted to use by you and your Users and does not include the right to use our Software by any third party unless expressly permitted under the terms of an Order Form. Software is licensed to you or provided as a service, and is not sold to you. Our mobile apps available through app stores (e.g., Apple App Store, Google Play) are governed by separate EULAs for such software.

You and your personnel will generate unique login credentials for each User, will keep all login credentials confidential, and will not share login credentials between Users. You will immediately notify us if you believe any login credentials for any of your Users may have been disclosed or compromised, and you will hold us harmless from and against any unauthorized and/or harmful access to your account(s) and/or data, or breach of the Agreement, using login credentials issued to or by you. Transportation Data will be maintained in our systems during the term of the Agreement, except to the extent deleted by you, on your behalf, or at your request. You acknowledge that Transportation Data may be deleted from our systems following termination of the Agreement and any terms governing such process will be set forth in applicable Supplemental Terms. You will be solely responsible for archiving copies of Transportation Data if deemed necessary by you. We may access your and each of your Users' accounts, including

Transportation Data, to respond to service or technical problems or at your request, or as otherwise permitted by these Master Terms.

2.2. Restrictions. You agree and covenant that you will not (i) transfer, publish, disclose, display or otherwise make available any of Our Materials and Technology to any third party, except as necessary for you to use the Software for your business purposes in accordance with the terms of the Agreement; (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) remove, delete or alter any trademarks or any copyright, trademark, patent or other Intellectual Property Rights notices from any of Our Materials and Technology; (v) use any of Our Materials and Technology in violation of applicable laws, rules, regulations, codes or ordinances; (vi) engage in any illegal, unfair, deceptive or unethical practices (including but not limited to disparagement of the Software and Data Services or other practices which may be detrimental to us), or (vii) cause or authorize any third party to do any of the foregoing.

2.3. Suspension Right. Notwithstanding anything to the contrary in an Agreement, we may suspend our performance under the Agreement, including without limitation suspending your use of our Software and administrative portals and our provision of Data Services, (a) on five (5) business days prior notice to you if you fail to pay any amount not contested by you in good faith by the due date or fail to use diligent good faith efforts to resolve a good faith payment dispute (unless cured during such notice period), or (b) immediately if your or your Users' acts or omissions threaten the integrity or security of our Software, systems, products or infrastructure (provided we will use commercially reasonable efforts to provide you with advance notice of such suspension where we determine exigent circumstances do not exist). We will lift such suspension once such issue or failure is cured to our reasonable satisfaction. You will continue to be charged for Service and Subscription fees during such suspension. During such suspension, you will be prohibited from entering new data or processing existing data. If you attempt to access or manipulate Transportation Data utilizing third party software during a suspension, we disclaim and you hold us harmless from any responsibility or liability relating to lost or altered data or related damages.

3. Professional Services. We will use commercially reasonable efforts to perform for you, or on your behalf, PS set forth in the Agreement or in one or more SOWs. Each SOW will automatically be incorporated by reference into and made a part of the Agreement. All SOWs will be in writing and shall be effective only when signed by both Parties. For each SOW, each Party will designate a person to be its designated representative concerning that SOW and will serve as the primary day-to-day point of contact between the Parties (the "**Project Manager**"). A Party may designate an alternative Project Manager upon notice to the other Party. The fees applicable to PS performed will be set forth in each SOW. Fees will be on a time and materials basis at the hourly rate set forth in the SOW, billed to the actual number of hours of PS performed by our personnel regardless of any estimate(s) set forth in the SOW, unless an alternative fee arrangement is expressly set forth in the SOW.

3.1. Change Orders. Professional Services provided will consist of the in-scope PS set forth in a SOW. Additional or supplemental work beyond, or changes to, the in-scope PS in a SOW will be handled via mutually agreed-upon change order ("**Change Order**") which sets forth the change in scope, incremental fees for that additional or supplemental work, and any other impacts to the SOW such as timeframes. Either Party may request a Change Order; if the Parties mutually agree to move forward with the work contemplated in such Change Order, we will prepare such Change Order and provide it to you for review. Upon the parties' mutual written execution of a Change Order, the PS shall be modified or supplemented as set forth in such Change Order. All SOWs and Change Orders will be in writing and shall be effective only when signed by both Parties, and in no event shall any PS work subject to a SOW be deemed altered, amended, enhanced, or otherwise modified except through a fully executed Change Order.

3.2. Scoping Activities and Information. You agree and acknowledge that our ability to successfully complete PS is dependent on accurate and complete scoping of the integration and implementation effort required ("**Scoping Activities**"), and on your identification of non-standard systems, newly-released or older versions of software used by you that may require custom integration efforts, or similar non-standard requirements ("**Scoping Information**"). You will promptly provide to us all relevant Scoping Information. You agree and acknowledge that changes in the scope of implementation and set-up efforts, or additional PS, may from time to time be required despite the Parties' cooperation on Scoping Activities and your provision of Scoping Information, and the Parties agree to work together in good faith to mutually agree upon a supplemental SOW or change order with the additional PS required to account for such change in scope, together with associated fees and other related terms.

3.3. Required Assistance; External Factors. You (and to the extent you utilize third parties to assist with implementation and set-up of the PS ("**Third Party Consultants**"), your Third Party Consultants) will (a) provide us with reasonably requested and timely information, access, resources and approvals to assist us with its provision of PS, and (b) will use diligent efforts to work with us to ensure timely completion of PS (collectively, "**Required Assistance**"). You acknowledge that the Required Assistance requires collaboration between us and you and/or Third Party Consultants, and will require your active and sustained participation in order to be completed in a timely, effective and complete manner. You will assign a point of contact within your organization within five (5) days of contract execution to work with us as our primary point of contact for PS. You agree and acknowledge that the failure to provide Required Assistance by you or any of your Third Party Consultants, or non-standard requirements requested by you, may result in delays in the completion of PS (which delays will not be our responsibility), and may require additional PS to correct

issues or usability. You also agree and acknowledge that you will hold us harmless from any delays, incremental costs, or other liability resulting from the acts or omissions of Third Party Consultants.

You agree and acknowledge that our ability to meet the anticipated timelines set forth in a SOW or Change Order is dependent in part on the timely provision by you of Required Assistance ("**External Factors**"). In the event either Party determines that External Factors are likely to cause a delay in our ability to meet anticipated timelines or result in additional costs to complete performance, that Party's Project Manager shall notify the other Party's Project Manager, and the Parties shall work together in good faith to enter into a Change Order to account for the impact caused by the External Factors.

3.4. Acceptance. If a SOW states that PS provided thereunder are subject to acceptance testing, then the terms of this paragraph shall apply with respect to the PS provided under that SOW. If so specified in a SOW, PS are subject to your acceptance to verify that the results of the PS performed by us under the SOW ("**Work Product**") substantially conforms to the written specifications set forth in the SOW (the "**Acceptance Criteria**"). Upon completion of the PS set forth in a SOW (or portion thereof subject to separate acceptance testing if set forth in the SOW), we will notify you of completion, and you will promptly review and inspect the Work Product based on the Acceptance Criteria and notify us within ten (10) calendar days of its receipt of our completion notice or a different period if set forth in the SOW (the "**Review Period**") whether the Work Product is accepted or rejected. If you reject the Work Product, you will provide written notice of rejection to us specifying the reasons for the rejection and the specific failures under the Acceptance Criteria. Following our receipt of a rejection notice, we will use commercially reasonable efforts to correct the Work Product and resubmit it for additional testing, in which case you will re-inspect the revised Work Product using the procedures set forth above. If you do not respond to us by the end of the Review Period, the Work Product will be deemed accepted by you as if you had provided a written notice of acceptance.

4. Fees and Charges. Fees and charges will be set forth in each Order Form or SOW. Subscription fees and other recurring fees are invoiced in advance at the start of the billing cycle (provided that we may require a quarterly billing cycle if your Subscription fees and other recurring fees are less than \$60,000 per year, or an annual billing cycle if less than \$30,000 per year). PS fees, usage-based charges (e.g., on-demand services), and other applicable service fees that are prorated by us for usage less than the full billing cycle are billed in arrears at the end of the billing cycle. Invoices are sent electronically, by electronic mail or facsimile; will be due thirty (30) calendar days from date of invoice; and will be paid in the currency specified in the Order Form or invoice (or USD if no currency is specified), by check or wire transfer. No credit, carryover or refund will be given for data paid for but not used in a billing cycle, or for other intangibles (e.g., PS hours) allocated or available for use during, but not utilized by you by the end of, a usage or Subscription period. We charge a Twenty-Five Dollar (\$25) fee for each check returned for insufficient funds. Delinquent payments not contested by you in good faith will bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law. We have the right to periodically review your credit and, if determined reasonably necessary by us, to change your payment terms, and/or demand advance payment, satisfactory security (such as, but not limited to, a confirmed, irrevocable letter of credit acceptable to us), or a guarantee of prompt payment prior to shipment or service activation. If you do not object in writing to an invoiced amount within thirty (30) calendar days of the date of invoice, you will be deemed to have acknowledged the correctness of that invoice and to have waived your right to dispute that invoice. A dispute as to a portion of any invoice or amount owed will give you the right only to withhold or delay payment of only the disputed portion of that invoice or amount owed. You agree to be liable to us for all costs of collection of past due amounts (including attorneys' fees). Each Party will use diligent good faith efforts to resolve any payment dispute within thirty (30) calendar days of the raising the dispute.

4.1. Increases; Taxes and Charges. The fee for each active Subscription will be fixed for a period of twelve (12) months from the commencement of billing for that Subscription, and may thereafter be increased no more than once every twelve (12) months during the Subscription term. Without limiting the foregoing, with respect to Subscriptions with discounted or promotional pricing and an initial term longer than one (1) year, if you do not renew your Subscription for a renewal term equal to or longer in length than the initial term, then as of the start of the renewal term the discount on the Subscription fee or promotional Subscription Fee will no longer apply to that Subscription, and standard Subscription fee pricing will apply. We may periodically adjust the price or fee of Subscriptions, Software, Data Services, and Professional Services available to you for subsequent purchase, license, or subscription. Our stated prices and fees for Software, Subscriptions, Data Services, and Professional Services do not include applicable sales taxes, value added taxes, goods and services taxes, export or import charges, transportation or insurance charges, customs and duty fees, personal property taxes, surcharges and fees, or similar charges, all of which are your responsibility to pay. Unless you provide us with direct payment authority or a valid exemption certificate for the appropriate jurisdiction, you will pay us all such taxes, charges and fees invoiced by us in connection with the sale, delivery or provision of Software, Subscriptions, Data Services, and Professional Services.

5. Term and Termination. The term of each Subscription is set forth in the applicable Supplemental Terms. Each SOW will commence on the effective date set forth therein and continue until completion of the PS set forth in that SOW, unless otherwise specified therein. Sections 2.2 and 5-10, your payment obligations, and any term or provision that applies to events occurring following termination or expiration will survive termination or expiration of the Agreement.

A Party may terminate the Agreement upon written notice to the other Party in the event the other Party materially breaches any of its representations or warranties made hereunder or materially fails to perform its obligations under the Agreement, provided that written notice of such breach or failure has been provided by the non-breaching Party specifying such breach or failure, and if such breach or failure is capable of cure, the breaching Party fails to cure such breach or failure or provide a written plan of cure reasonably acceptable to the non-breaching Party within thirty (30) calendar days of the breaching Party's receipt of such notice. Further, we may terminate all Order Form(s) and SOWs then in effect immediately and without

notice to or opportunity to cure by you in the event (i) you intentionally use Software or Data Services in a fraudulent manner or in violation of any applicable laws, rules or regulations; (ii) there is a change of law, statute, or regulation, or a cessation of services by a service provider, that prevents us from providing our Software or Data Services to you; or (iii) you are a person or entity listed on one or more export screening lists maintained by the U.S. Department of Commerce, the U.S. Department of State, and the U.S. Department of Treasury, or other similar lists.

Upon termination or expiration of a Order Form or SOW, (i) each Party will cease performance of its obligations under that Order Form or SOW; (ii) all fees and expenses due to us for Software, Subscriptions, Data Services, and Professional Services provided and expenses incurred on or prior to the effective date of termination or expiration will be come immediately due and payable by you; and (iii) each Party will promptly destroy any of the other Party's Confidential Information or other materials in its possession or control provided in connection with that Order Form or SOW and will provide a written certification of destruction executed by an officer upon request, provided, however, that (a) we will maintain Transportation Data in our systems in accordance with our standard data retention cycle, and (b) neither Party will be required to destroy or return digitally archived data stored as part of its standard network back-up practices provided that the data is secured, not readily accessible, and destroyed in accordance with its regular backup retention cycle, provided that while in its possession such Party continues to treat the data in accordance with its confidentiality obligations set forth in the Agreement.

6. Confidentiality. Each Party ("**Recipient**") agrees (a) to hold Confidential Information disclosed to it by the other Party ("**Discloser**") strictly confidential and to not share, disclose, or provide Discloser's Confidential Information to any third party except as expressly set forth herein; (b) to maintain the confidentiality and security of Discloser'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 Discloser's Confidential Information to those of its and its Affiliates' employees, contractors, consultants, agents, and legal and financial advisors ("**Representatives**") who have a need to know the information in connection with the exercise of Recipient's rights and performance of Recipient's obligations under the 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 the Agreement. Recipient will be responsible for any breach of the Agreement by the Representatives of Recipient or its Affiliates. For the avoidance of doubt, the terms of the Agreement and Our Materials and Technology, are our Confidential Information. Confidential Information will not include information that Recipient can reasonably demonstrate through written evidence (A) is or becomes generally publicly available other than due to the acts or omissions of the Recipient, its Affiliates, or their Representatives; (B) is rightfully in Recipient's possession on a non-confidential basis prior to receipt from Discloser; (C) is lawfully received, without obligation of confidentiality, by Recipient from a third party; or (D) is independently developed by or for Recipient without use of or reference to Discloser's Confidential Information. We will be entitled to disclose Transportation Data if required pursuant to judicial, governmental or administrative process, requirement, order or disclosure demand. The Parties' confidentiality obligations hereunder will survive the termination or expiration of the Agreement for a period of two (2) years, except that each Party will maintain the confidentiality of any Confidential Information labeled by a Discloser as a trade secret indefinitely until it becomes part of the public domain through no act or omission of Recipient, its Affiliates, or their Representatives. Recipient acknowledges that remedies at law may be inadequate to protect Discloser against any actual or threatened breach of the Agreement by Recipient or its Representatives and, without prejudice to any other rights and remedies otherwise available to Discloser, Recipient agrees that in the event of such actual or threatened breach Discloser may seek injunctive or other equitable relief in Discloser's favor, without proof of actual damages or the requirement of posting a bond or other security.

7. Ownership; Suggestions. You agree that all right, title and interest in and to Our Materials and Technology, Trimble Maps Data, and all service-based or licensed Software provided hereunder, including all changes, modifications and improvements thereto, belongs exclusively to, and will remain the sole property of, us, our Affiliates, and our and their respective licensors or partners. You will take reasonable precautions to prevent unauthorized access and use of service-based and licensed Software by third parties. Work performed and deliverables created by us under the Agreement, including without limitation via PS, will constitute Our Materials and Technology, and for the avoidance of doubt will not be considered "works made for hire" owned by you. You have no rights in or to Software or Data Service source code under these Master Terms or any Agreement. We reserve all rights in Our Materials and Technology not specifically and expressly granted to you under these Master Terms. Our Materials and Technology (including without limitation our Software) are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. We agree that as between you and us, you will own your Transportation Data. We reserve the right to modify, expand, update or otherwise change portions of our Software and offerings and the platform(s) on which they are provided, provided such changes do not adversely affect in a material manner your ability to use our Software and offerings for their intended purpose. 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 Software or Data Services of us or our Affiliates.

7.1. Collection and Use of Transportation Data. You grant to us and our Affiliates the non-exclusive, worldwide, irrevocable, royalty-free right: (1) to use Transportation Data to operate, manage and provide the Software, Data Services, and Professional Services to you, including without limitation providing you and your Users with requested technical support and addressing and preventing service or technical issues; (2) to transmit Transportation Data for use by you and your designated customers for your respective business operations (e.g., to enable better understanding of the transportation and movement of the related freight); (3) to use and disclose Transportation Data

as otherwise permitted pursuant to the Agreement or your written or electronic consent or instructions (e.g., to your third party partners as directed by you); (4) to create Anonymized Data; and (5) to use Transportation Data to develop, improve, enhance, maintain, and support the nature, quality and features of our and our Affiliates' software, services, and offerings subject to our confidentiality obligations set forth hereunder and all applicable Data Protection Laws (as defined below), provided we and our Affiliates may so utilize such developed, improved, and enhanced products, software, and services during and after the term of the Agreement. The Agreement will not, and will not be construed to, limit or impair our ability to use data independently received from a third party.

You will not have access to Transportation Data after termination or expiration of the Subscription term, unless otherwise indicated in the Order Form, Supplemental Terms, or the Documentation, or the parties agree otherwise in writing. If you replace Software or a Data Service with the products or services of another provider, you are responsible for all transition-related activities, including migration of Transportation Data, as may be necessary. Any data migration or other transition related PS provided by us must be mutually agreed and set forth in a written SOW and may be subject to additional fees.

You are responsible for your Transportation Data, including its content, accuracy, and compliance with Data Protection Laws. You represent and warrant that you have made all disclosures and have all rights, consents, and permissions necessary to use Transportation Data with the Software, Data Services, and Professional Services licensed under the Agreement and to grant to us the rights granted under the Agreement, all without violating or infringing applicable laws, third-party rights (including intellectual property, publicity, or privacy rights), or any terms or privacy policies that apply to the Transportation Data.

7.2. Data Protection Laws. Our processing of personal information, and your use of our Software and Data Services, 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 www.trimble.com/privacy/us-dpa-customer is herein incorporated by reference. Our privacy policy governs our processing of personal information.

8. Indemnity. You will indemnify and hold us, our Affiliates, and their respective officers, directors and Representatives harmless from and against any and all defense costs (including reasonable attorneys' fees and other litigation expenses), fines and penalties imposed, negotiated settlement amounts, and court-awarded damages in connection with claims, demands, actions, proceedings and suits brought or commenced by a third party to the extent resulting or arising from (i) your breach of the material terms of the Agreement or any applicable EULA, (ii) your actual or alleged use or modification of any Software or Data Services in breach of the Agreement or any applicable EULA, or in any manner not authorized by the Agreement and/or the EULA; (iii) your failure to comply in all material respect with laws, rules, or regulations applicable to you, your business, or your use of our Software, or your violation of the rights of a third party, or (iv) any accident in which one of your vehicles is involved in which Software (including mobile software applications) supplied by us are installed and/or used.

9. Disclaimers; Risk Allocation. EXCEPT AS EXPRESSLY SET FORTH HEREIN, OUR SOFTWARE, SOLUTIONS, AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND WE MAKE NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE, SOLUTIONS, OR SERVICES, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT REPRESENT OR WARRANT THAT THE SOFTWARE, SOLUTIONS, AND SERVICES, INCLUDING UPDATES, 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 ARE NOT RESPONSIBLE FOR ISSUES WITH OUR SOFTWARE OR SOLUTIONS ARISING OUT OF THEIR USE ON OR IN CONJUNCTION WITH HARDWARE, SOFTWARE, SYSTEMS, OR DATA NOT PROVIDED BY US. CERTAIN FEATURES MAY RESULT IN THE TRANSFER OF TRANSPORTATION DATA OVER INTERNET, WIRELESS, OR CELLULAR CONNECTIONS, WHICH MAY NOR MAY NOT BE ENCRYPTED. WE ARE NOT RESPONSIBLE FOR THE AVAILABILITY OF INTERNET, WIRELESS, OR CELLULAR CONNECTIONS OR THE SECURITY OR INTEGRITY OF TRANSPORTATION DATA TRANSMITTED OVER THOSE CONNECTIONS. SPATIAL, SPECTRAL, AND TEMPORAL ACCURACY IS NOT GUARANTEED. USE OF OUR SOFTWARE, SUBSCRIPTIONS, OR SERVICES MAY BE IMPACTED IF YOUR SYSTEMS ARE NOT PROPERLY CONFIGURED. IF YOU UTILIZE DATA FIELDS AVAILABLE IN OUR SOFTWARE TO STORE DATA NOT REQUIRED FOR THE NORMAL USE AND OPERATION OF OUR SOFTWARE FOR THEIR INTENDED PURPOSE, (i) YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR COMPLIANCE WITH LAWS, RULES AND REGULATIONS SPECIFIC TO SUCH DATA (E.G., HIPAA OR PCI RULES); AND (ii) YOU ASSUME ALL RISKS ASSOCIATED WITH, AND AGREE TO HOLD US HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) RELATED TO OR ARISING FROM, YOUR USE OF DATA FIELDS TO STORE SUCH DATA.

IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, OR DATA, LOSS OF USE, COSTS OF COVER, DOWNTIME AND USER TIME 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 IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE 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 PURCHASE PRICE OR FEES PAID BY YOU FOR THE OFFERING GIVING RISE TO SUCH LIABILITY, OR FOR THE SOFTWARE, SUBSCRIPTION, OR SERVICE DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR OUR PROVISION OF SUBSCRIPTIONS, SOFTWARE, AND SERVICES 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.

10. Other Provisions.

- 10.1. Publicity.** You agree that (a) we may issue a press release in the form approved by the Parties regarding the Parties' entry into the Agreement, and (b) we may identify you (including through use of your name and logo) as our customer, including on our website, and may include you in our customer list and marketing materials.
- 10.2. Export Control.** You acknowledge that our Software, 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 U.S. Department of Treasury, U.S. Department of State, and others ("collectively, **Export Control Laws**"). You will strictly comply with such laws, and will not export, re-export, transfer, divert, or disclose any of our Software, proprietary information, or derivatives thereof to any individual, entity, or destination in violation of any U.S. and international Export Control Laws.
- 10.3. Anti-Corruption Compliance.** Each Party, and any third party acting on its 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**"). Each Party, and any third party acting on its 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. Each Party, and any third party acting on its 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, or the acts of any third party acting on either Party's behalf.
- 10.4. Disputes.** If any dispute arises between the Parties relating to, arising out of or in any way connected with the Agreement or any term or condition of it, or the performance by either Party of its obligations under or related to the Agreement, the Party raising such dispute will provide written notice of the dispute to the other Party and the Parties' primary points of contact for the Agreement will work diligently and in good faith to resolve such dispute. If such dispute is not resolved after thirty (30) days following the date of the written notice of such dispute, each Party will promptly appoint a representative holding the title Division Vice President or higher and having the decision-making authority to resolve the dispute on behalf of such Party. Such representatives will promptly meet and will work diligently and in good faith to resolve such dispute. In the event such dispute is not resolved by the appointed representatives described above within another fifteen (15) days thereafter, then each Party will be free to pursue any and all remedies available to such Party, at law or in equity. No Party may bring an action or claim against the other at law or in equity in any forum without first completing the dispute process set out in this Section, except a Party may file such an action or claim at any time if (a) the Party is legally required to file the action or claim at that time so as not to lose a legal right (including the ability to file the claim); (b) the action or claim is one to enforce confidentiality obligations or Intellectual Property Rights, or to recover unpaid fees; or (c) the action or claim is an equitable action to prevent imminent and irreparable harm with no adequate remedy at law.
- 10.5. Governing Law and Venue; Waiver of Jury Trial.** The 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 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 the United States District Court for the District of Delaware or any state court sitting in the state of Delaware 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.
- 10.6. Force Majeure.** Except for payment obligations, 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. Delays or failures that are excused as provided in this paragraph will result in automatic extensions of dates for performance for a period of time equal to the duration of the events excusing such delay or failure. No such excused delay or failure will constitute a default, or, except to the extent a related performance obligations is incomplete or unperformed, be a basis for disputing or withholding amounts payable hereunder, provided that the Party whose

performance is delayed or suspended will use commercially reasonable efforts to resume performance of its obligations hereunder as soon as feasible.

- 10.7. Assignment.** You may not assign or otherwise transfer the Agreement to any third party without our express prior written consent. Notwithstanding the foregoing, you may assign the Agreement (in whole, but not in part) upon written notice to us to (i) any Affiliate or (ii) to a successor in interest as a result of an acquisition of your business (including by stock sale, asset sale or merger) or corporate reorganization or restructuring, provided that if requested by us, as a condition precedent to such assignment you and your successor-in-interest will execute an assignment amendment in a form reasonably requested by us which amendment will at our option require full payment of all outstanding receivables due to Trimble and any of its affiliates except to the extent prohibited by law. Subject to the foregoing, the Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their successors and permitted assigns. Any actual or attempted assignment or transfer by you in violation of the terms of the Agreement will be void and of no force or effect and will constitute a material breach of the Agreement.
- 10.8. Changes to Terms.** We reserve the right to amend or modify the Agreement terms for all customers generally (pricing changes shall be made in accordance with Section 4.1 above). In the event of an amendment or modification, we will provide you with notice of the amendments and/or modifications (the "**Updated Terms**") at least thirty (30) calendar days before the end of the then-current Subscription term, which notice may be provided to you by email. The Updated Terms will become effective as of the commencement of the next renewal Subscription term, and as of such date you shall be deemed to have accepted the Updated Terms, and agree that the Updated Terms shall be automatically adopted and ratified by both parties as if physically executed by both parties, and automatically incorporated by reference into and made a part of the Agreement. If you do not agree to the Updated Terms, you may terminate your Subscriptions without application of any early termination charge by providing us with written notice within thirty (30) calendar days of your receipt of our notice of the Updated Terms. You agree that our continued provision of Software, Data Services, and Professional Services to you is good and valuable consideration for your acceptance of the Updated Terms, and your election to allow your Subscription to continue constitutes your acceptance of the Updated Terms. Except as set forth above, no modification, addition or amendment to the Agreement shall be valid or binding unless made in writing and physically signed by the Parties to the Agreement.
- 10.9. Miscellaneous.** The Agreement sets forth the entire understanding between the Parties in connection with the Agreement, and supersedes all prior or contemporaneous proposals, communications, agreements, negotiations, and representations, whether written or oral, regarding the subject matter thereof. There are no third party beneficiaries under the Agreement. 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. 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 on the Order Form, ATTN: Legal. Notice will be deemed effective upon delivery or refused delivery attempt (as evidenced by the delivery receipt). Either Party may change any of its email or physical addresses or URLs or website addresses that are specified in this Agreement by giving the other Party written notice of such change. 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 language version controls. Each Party is an independent contractor of, and is not an employee, agent, fiduciary 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. A fax signature, digital signature, or electronic signature delivered through other means (e.g., email) shall have the same force and effect as an original ink signature.