

Last Updated: January 1, 2026 (*minor adjustments related to multi-tenant solutions, and assorted clarifications*)

These Supplemental Terms apply to and are made a part of each 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 that Order Form (“**Customer**”, “**you**” and “**your**”) (each, a “**Party**,” and together, the “**Parties**”) which Order Form expressly incorporates by reference both these Supplemental Terms and the Master Terms and Conditions (the “**Master Terms**”) as well as 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**”). These Supplemental Terms will have no independent force or effect except as incorporated by reference into the Order Form. The Agreement forms the agreement between the Parties for the software, hardware, and services specified on the Order Form. By initialing or executing the Order Form, you confirm your acceptance of all incorporated terms. Capitalized terms used but not defined in these Supplemental Terms shall have the meanings given to them elsewhere in the Agreement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. Definitions. In addition to the definitions in the Master Terms, the following definitions apply to the Agreement:

- A.1. “Admin Portal”** means the TTE documentation and content portal at <http://learn.trimble.com>, or such alternative portal and URL provided by us.
- A.2. “Billing Commencement Date”** means the date determined by us and communicated to you on which we give you access to the TTE Solution.
- A.3. “Documentation”** means the user guide(s), knowledgebase and other documentation for the TTE Solution, as updated by us in our sole discretion from time to time, which are made available to you.
- A.4. “Implementation and Set-Up Services”** are the set-up, implementation, integration, and/or training Services provided by TTE in connection with the TTE Solution. Standard Implementation and Set-Up Services for Hosted Software are described in Exhibit A.
- A.5. “TTE Solution”** means those of our transportation management Software and other modules, products, software, and solutions offered by us, for which you purchase a fixed-term Subscription through the Order Form.
- A.6. “TTE Solution Infrastructure”** means, for Hosted Software, the hardware and network infrastructure within our reasonable control used to host the TTE Solution for your use under the Agreement (including but not limited to internal services network, network connectivity, and data center power/HVAC systems).
- A.7. “Warranty Period”** means (a) for Hosted Software, the Subscription Term, and (b) for Installed Software, ninety (90) days from the Effective Date of the Agreement.

B. Order Forms. You are entering into the Order Form for the purchase of one or more Subscriptions to TTE Solutions and related Professional Services. Your signature on the Order Form constitutes an offer to us, which will only be considered accepted by us as the date on which we execute the Order Form. You agree to purchase the Subscriptions and Professional Services listed on the Order Form at the prices stated therein. For Subscriptions to Installed Software, the terms in Exhibit C also apply.

C. Term. The term of the Agreement shall commence as of the Effective Date and shall terminate on the date of termination of the last Subscription purchased through this Agreement.

The initial term of each Subscription purchased through the Order Form begins on, and billing will commence on, the Billing Commencement Date, and continues until the end of the Subscription term specified on that Order Form (the “**Initial Subscription Term**”). Each Subscription term shall automatically renew for successive one (1) year renewal terms unless notice of non-renewal is provided by a Party to the other Party at least sixty (60) calendar days before the end of the then-current term (each, a “**Renewal Subscription Term**”) (the Initial Subscription Term and any Renewal Subscription Terms collectively, the “**Subscription Term**”).

- C.1. Early Termination Charge.** The Subscription pricing provided under the Order Form is based on the Subscription term commitment made by you. If you terminate a Subscription prior to the end of the then-current Subscription Term, (a) you will endeavor to give us at least ten (10) business days prior written notice of such early termination, (b) such early termination constitutes a breach hereunder, and (c) regardless of whether such notice was provided, as our sole and exclusive remedy for your early termination of that Subscription under this Section C.1 you agree to pay to us an early termination charge

equal to the number of months remaining in the then-current term multiplied by the monthly Subscription fee (or prorated monthly fee if the Subscription fee is for a different period) for that Subscription, plus applicable taxes. You acknowledge that (i) the Subscription fees you agreed to in the applicable Order Form(s) reflected our expectation that you would use our Software for the duration of the Subscription Term and was set accordingly, (ii) our actual damages arising from such termination are impossible to ascertain and are not capable of being ascertained by any satisfactory and known rule, (iii) the termination charges are a good faith, fair and reasonable estimate of such damages, and (iv) such charges constitute liquidated damages and not a penalty or forfeiture, and shall not be deemed to be a penalty or forfeiture.

C.2. Return of Data (Hosted Software Only). Upon your request received by us within thirty (30) calendar days of the effective date of termination of the Agreement, we will make available to you for download, in an electronic format supported by us, a file of Transportation Data available for export. You agree and acknowledge that after ten (10) calendar days from the date we make such data available for you to download, we shall have no further obligation to maintain or provide any Transportation Data and may thereafter, unless legally prohibited, delete all Transportation Data in our systems or otherwise in our possession or under our control.

D. TTE Solution 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 TTE Solution and optional or add-on services or Subscriptions purchased through the Order Form, Addendum or similar agreement, or ordered by you through the Admin Portal, in accordance with the Usage Limits and any geographical or other applicable restrictions. Any additional terms and conditions applicable to Subscriptions are set forth either in the Order Form, in an Addendum, or in the Admin Portal. To the extent we grant you permission in writing for one or more of your Affiliates to utilize the TTE Solution through your Subscription, you shall be responsible for any breach of the Agreement caused by the acts or omissions of such Affiliates.

D.1. Included Hours (Hosted Software Only). If the Order Form for your Hosted Software Subscription expressly states a number of included implementation Services hours as included with your Subscription (“**Included Hours**”), this Section D.1 applies. Any Included Hours in your Subscription will be applied against hours of implementation services provided by us for the initial implementation of the associated TTE Solution or module until fully utilized, after which you will pay for additional Professional Services hours incurred on a time and materials basis. Your allotment may not be applied against evening or weekend hours or transferred to other modules or solutions, and you will not receive a credit for any unused hours. Notwithstanding the foregoing, this Section does not apply if Professional Services are a separate line item from your Subscription on the Order Form.

E. Billing. A portion of estimated or fixed fees for Implementation and Set-Up Services if so designated in the Order Form, and the subscription fee for the first month of your Subscription to the TTE Solution, are due upon execution of the Order Form (Implementation and Set-Up Services will not commence until the initial payment has been received by Trimble in its entirety). For fixed-term Subscriptions with a User, unit, truck or asset count, or other capacity, consumption, or usage limit (collectively, a “**Usage Limit**”), if Trimble reasonably determines that your usage of a Subscription (“**Actual Usage**”) has exceeded the Usage Limit for that Subscription during the Subscription term, then (1) you agree to pay incremental usage fees for the full then-current Subscription term at Trimble’s list price; (2) we may implement additional controls to prevent further overages; and (3) the Parties will discuss in good faith whether a go-forward increase to your Usage Limits, or other changes to your Subscription, is needed. Fees for Professional Services will be documented on the Order Form or in a SOW. All reasonable out-of-pocket expenses incurred by Trimble for travel or lodging in connection with Implementation and Set-Up Services or other Professional Services provided in connection with the Agreement shall be reimbursed by you.

F. Additional Terms. In the event of a conflict between a term or provision in this Section F and a corresponding term or provision of the Master Terms, this Section F controls.

F.1. Warranties. Trimble warrants (a) that during the Warranty Period the TTE Solution shall perform in all material respects as specified in the Documentation, and (b) that the Implementation and Set-Up Services will be performed in a workmanlike and professional manner and in accordance with the descriptions set forth in the applicable Order Form and in any related SOW. Our sole obligation and liability, and your exclusive remedy, for any breach of this warranty shall be for us to undertake commercially reasonable efforts to correct defects in the TTE Solution and/or Implementation and Set-Up Services provided to you

which materially adversely affects you, in accordance with the support terms set forth in Exhibit B for Hosted Software, or Exhibit C for Installed Software. You must submit a warranty claim for Implementation and Set-Up Services within sixty (60) calendar days of the completion of such services.

- F.2. Your Responsibilities.** You are responsible for all use of the TTE Solution licensed to you irrespective of whether the use is made by your employees, consultants, contractors, agents, or any other authorized or unauthorized Users. Without limiting the foregoing, you shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Transportation Data; (ii) be solely responsible for, and hold us harmless from and against, any changes to a load, vehicle, or route (e.g., temperature reefer change, routing change, etc.) initiated by you or your User; (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the TTE Solution, and notify Trimble promptly of any such unauthorized access or use; and (iv) comply with all applicable local, state, and federal laws in using the TTE Solution.
- F.3. TTE Solution Usage.** You shall cause all Users to use the TTE Solution solely for your internal business purposes as contemplated by the Agreement, and shall cause all Users (authorized or otherwise) to not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that may be harmful to children or violate third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the TTE Solution or the data contained therein; or (v) attempt to gain unauthorized access to the Software or to our systems or networks.
- F.4. Restrictions.** You shall not and shall not permit any employee or third party to: (i) except to the extent that such features are expressly contemplated by the TTE Solution, create Internet links to or from the TTE Solution, or “frame” or “mirror” any content forming part of the TTE Solution, other than on your own intranets or otherwise for your own internal business purposes; (ii) make the TTE Solution available to any third party (including your Affiliates) for their own use without our express prior written consent; or (iii) access the TTE Solution in order to build a competitive product or service or to build a product or service using similar ideas, features, functions or graphics of the TTE Solution.
- F.5. Use of Mobile Communications Devices.** You acknowledge and agree that use of mobile communications devices while driving is dangerous and may be illegal in certain jurisdictions. Accordingly, you shall instruct all of your drivers not to use any TTE Software from within a vehicle when the vehicle is in motion unless the vehicle is being driven by a team and the non-driver operates the TTE Software, provided the non-driver ensures that such operations do not distract the driver. You agree to hold us harmless from and against any loss or damage resulting from use of TTE Software while a vehicle is in motion.
- F.6. Trimble Maps Products.** If you purchase add-on or bundled subscriptions to one or more solutions or offerings provided by Trimble Maps (collectively, “**Trimble Maps Products**”), this Section will apply to you. We are a reseller of software licenses and service subscriptions for Trimble Maps Products. The End User License Agreement located at <https://legal.trimblemaps.com/external/eula/> governs your Installed Trimble Maps Products specified on the Order Form, and the Terms of Use located at <https://legal.trimblemaps.com/external/terms-of-use/> governs your SaaS Trimble Maps Products specified on the Order Form (collectively, the “**Applicable Maps Terms**”). By the signature of your authorized representative on the Order Form, you agree and acknowledge that you have read and understand, accept and agree to the Applicable Maps Terms as if expressly stated herein, and that the Applicable Maps Terms are hereby incorporated by reference, and are made a part of, this Agreement. In the event of a conflict between a term or provision in the Applicable Maps Terms and another term in the Agreement, the Applicable Maps Terms will control with respect to Trimble Maps Products only. For the purposes of the indemnification and limitation of liability sections of the Master Terms, “we,” “our” and “us” shall also be construed as references to Trimble Maps.
- F.7. API Toolkit.** If you desire to integrate your or a third party product or solution with the TTE Solution, you will only do so using the application program interfaces, software development kits, routines, protocols, tools and other related materials (e.g., sample code), and documentation made available by us to you to enable the building of software applications which interact with the TTE Solution (the “**API Toolkit**”). Subject to your compliance with the terms of the Agreement, we hereby grant to you a non-exclusive, non-transferable, non-sublicensable, non-assignable, revocable, limited right and license for you, your employees, and your third party developers (as set forth below) to use the API Toolkit solely to implement

and operate a connection to our systems solely to facilitate your use of the TTE Solution(s) to which you have an active subscription (the “**API Integration**”). Your use of the API Toolkit shall be subject to the API Terms of Use located at <https://transportation.trimble.com/legal/customer-terms> (the “**API Terms**”), which are hereby incorporated by reference as if expressly set forth herein. By utilizing the API Toolkit, you agree to comply with the API Terms. In the event of a conflict between any other term or provision of the API Terms and a corresponding term or provision in the Agreement, the API Terms shall control with respect to the API Toolkit. You will use diligent commercially reasonable efforts to maintain the API Integration in working order. You acknowledge that we may update or modify the API Toolkit from time to time and at our sole discretion (in each instance, an “**Update**”), and may require you to obtain and use the most recent version of the APIs. Updates may adversely affect how your systems communicate with our systems. You are required to make any changes to your API Integration as a result of an Update at your sole cost and expense. Your continued use of the API Toolkit following an Update constitutes binding acceptance of the Update. You agree that you will, as promptly as possible using the same degree of error resolution and mitigation you use with similar internal data systems, implement updated code or other changes to the API Toolkit (e.g., security fixes) provided by us from time to time into the API Integration.

- F.8. Third Party Products and Uncertified Integrations.** With respect to third party software that is not included as part of the TTE Solution provided to you by us, such as an add-in or integration, that we install or set up at your request (“**Third Party Products**”) and with respect to the use of our API Toolkit or a third party API to connect to a third party solution which connection has not been certified by us (“**Uncertified Integrations**”), you are responsible for licensing Third Party Products directly and for payment of any license or subscription fees required, and for compliance with any license or subscription terms applicable to Third Party Products and our API Toolkit; you represent and covenant to us that at all times during the term of the Agreement you will have all rights necessary to allow us to install and utilize Third Party Products in the TTE Solution provided to you; and you agree and acknowledge that any impact or degradation to, or issue with, the TTE Solution caused by Third Party Products or Uncertified Integrations will not be our responsibility, any support provided by us in connection therewith will be provided at our sole discretion, and if such support is provided by us such support will be billed on a time and materials basis at our then-current support rates. If you purchase an additional Subscription for a separate hosting instance for one or more Third Party Products, that hosting instance (a) will be provided by us on an infrastructure-as-a-service basis, and (b) will be governed by the Cloud Hosting Addendum located at <https://transportation.trimble.com/legal/customer-terms> which are incorporated by reference into and is made a part of this Agreement.

Exhibit A – Implementation and Set-Up Services for Hosted Software Only

- 1. Implementation and Set-Up Services.** Standard Implementation and Set-Up Services consist of the following. In the event Professional Services are needed following the completion of Implementation and Set-Up Services, or additional non-standard Implementation and Set-Up Services and/or on-site training are requested by you, the Parties will negotiate a Statement of Work for such additional Professional Services, and such Professional Services will be provided at our then-standard published rates set forth in the Order Form.

Provisioning and Set-Up

- We will work with you to determine, and agree in writing on, the scope of the Implementation and Set-Up Services (including standard required integrations). Non-standard integration work may be provided through additional Professional Services.
- For Hosted Software, we will provision the TTE Solution Infrastructure used by us to host the TTE Solution and will provision your access to the TTE Solution and generate initial access credentials for designated Users. As part of our provisioning of your access, we will implement access to the product modules mutually agreed upon by you and us in writing (any additional modules requested or added during or following implementation would require a SOW or change order based on the level of effort required, and may require an add-on Subscription).
- For Installed Software hosted by you, we will install the Installed Software into, and configure the Installed Software on, Your Infrastructure (as defined in Exhibit C) based on our standard installation and configuration practices. If you are not using our cloud hosting services, you are solely responsible for providing adequate hardware and network infrastructure to host the Software (including without limitation servers, network connectivity, and data center power/HVAC systems) based on our hardware requirements. You will be responsible for any updates or upgrades to Your Infrastructure.
- We will perform required integration work using TTE standard integrations, and test and validate proper data flow and data quality through such integration(s) once properly implemented. You agree that some integration work may occur after the Billing Commencement Date.
- You are responsible for provisioning access credentials for additional Users, except to the extent you request support for assistance with such provisioning.

Training

- We will provide reasonable “train the trainer” remote and on-line training (e.g., via web conference) to your administrative Users who will be responsible for providing training to other Users. Your administrative Users may reproduce and distribute training materials to your other Users for the purposes of training and instruction the use of the TTE Solution.
- We will make available to your Users our generally available online support and training materials.

Exhibit B – Support Services for Hosted Software Only

1. **Customer Support.** As of the Billing Commencement Date and for the Subscription Term, we will provide you, at no additional charge, with (a) Software Support and Infrastructure Support as set forth below, and (b) minor modifications and enhancements we choose to make to the TTE Solution from time to time on a when and if available basis which are made generally available to all TTE Solution users at no charge (“**Enhancements**”). Enhancements do not include new products, features, and functionality for which we charge an additional fee.
 - 1.1. You are responsible for providing User support for general end user questions and issues respect to the TTE Solution (“**Your Tier 1 Software Support**”). Your Tier 1 Software Support includes, by way of example, issues with user credentials, inability to access the TTE Solution due to issues with your network or hardware, training on the use of the TTE Solution, etc.
 - 1.2. We will provide the following:
 - (a) Technical or operation assistance in response to direct specific questions relating to the use and operation of the TTE Solution which cannot be answered through Your Tier 1 Software Support and are escalated to our support team, and remedies for any programming errors which are attributed to the TTE Solution and which significantly hinder your Users’ ability to use the TTE Solution for its intended purpose (“**Software Support**”); and
 - (b) Technical and operation assistance in response to specific issues that arise in the TTE Solution Infrastructure which impact your Users’ ability to use the TTE Solution for its intended purpose (“**Infrastructure Support**”).
 - 1.3. If your Hosted Software Infrastructure is not multi-tenant, you agree to accept all Enhancements to the TTE Solution and the TTE Solution Infrastructure promptly following release and will allow us to promptly install Enhancements at a mutually agreed-upon time.

Following receipt of a support request, we will categorize the issue as Software Support or Infrastructure Support and assign to the appropriate support team. The support team will classify the issue. If you provide your initial classification suggestion when you open a support ticket, we will either confirm or reclassify the issue as determined in our reasonable opinion. If reasonably requested by us, you will provide a listing of output and any such other data in order to allow us to reproduce operating conditions similar to those present when the issue occurred or was discovered. We will use commercially reasonable efforts to address confirmed issues. Troubleshooting, fixes, reconfiguration/reinstallation, and other work performed by us resulting from the acts or omissions of you or your agents (e.g., customizations, or 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 support during standard support hours set forth below (excluding statutory and governmental holidays). All requested non-critical 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).

Product Family	Standard Support Hours
TMWSuite (including FinalMile, Asset Maintenance, & Business Intelligence)	8:00am to 6:00pm ET
TruckMate	9:00am to 8:00pm ET
Innovative	8:00am to 6:30pm ET
TMT Fleet Maintenance	8:00am to 6:00pm ET
IDSC Optimization	9:30am to 6:30pm ET

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

Exhibit C – Additional Terms for Installed Software Only

1. **Additional Definition.** “Your Infrastructure” means, for Installed Software, the hardware and network infrastructure and associated connectivity and systems used by you to host and operate the Software (e.g., internal services network, network connectivity, and data center power/HVAC systems). Notwithstanding the foregoing, if you use our cloud hosting services pursuant to a separate agreement, for the term of that cloud hosting services agreement “Your Infrastructure” shall be construed as references to the hosting infrastructure provided by us under that cloud hosting services agreement.
2. **Scope of License for Installed Software.** For Installed Software only, the Software may be used through Your Infrastructure only for your own internal business operations in accordance with this Agreement, in object code form only. For IDSC Software only, your Subscription includes access to the IDSC Market Rate Index web portal to access and download Market Rate Index data to which you have access through your Software Subscription (“MRI Data”). For the avoidance of doubt, the IDSC Market Rate Index web portal and MRI Data constitute Our Materials and Technology. You will provide and maintain Your Infrastructure if not hosted by us and will provide us with access to the TTE Solution for support purposes.
3. **Destruction of Installed Software.** Upon expiration or termination of your Subscription, you shall uninstall from Your Infrastructure all copies of the Installed Software provided under that Subscription. In addition, you shall remove and destroy any copies of the Installed Software and related documentation located on your servers or otherwise in your possession or control.
4. **Audit Right.** You agree that we may periodically audit your usage of Installed Software under your license to verify that your use of your Subscription is within capacity or usage limits, and you agree to provide reasonable cooperation in connection with any such audit. If you fail to provide reasonable cooperation, you agree that we may make our audit findings based on the facts available to us. Our audit findings will be final and non-appealable. If an audit reveals a discrepancy of 3% or more between a Usage Limit and your corresponding Actual Usage for the audit period, you agree to reimburse us for the reasonable costs of such audit upon invoice to you for such costs, otherwise we will bear our costs of such audit. Our right of audit will survive termination of this Agreement for verification that you are no longer using the Software.
5. **Data Collector.** You agree to install or allow to be installed, and you shall maintain in operation during the term of the Agreement, our data connector client which remotely and automatically collects Transportation Data and replicates such Transportation Data into our data cloud for use in accordance with the terms of this Agreement, including without limitation by us to provide services to you. We will implement administrative, technical and procedural safeguards reasonably designed to protect the security of your Transportation Data within our data cloud.
6. **Software Support and Software Updates.** As of the Billing Commencement Date and for the Subscription Term as part of your Subscription, we will provide Software Support and Software Updates (as such terms are defined below) for the current version of the licensed Installed Software included in your Subscription (and any customizations or modifications thereto made by us) as further defined and described below. Versions of Installed Software below the current version will be supported for a period of twelve (12) months from the release date of the current version. Troubleshooting, fixes, reconfiguration/reinstallation, 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. Section 2 of Exhibit B will apply to Software Support for Installed Software.
 - 6.1. **Software Support.** “Software Support”, also called “Hot-Line Support”, consists of (i) technical or operational assistance related to the Installed Software for which you have purchased a Subscription (including enhancements) provided by us in response to your direct specific questions to our support team, and (ii) corrections or other remedies provided by us for any programming errors attributable to the Installed Software which significantly hinder its appropriate use. If you use Software Support for training purposes, we reserve the right to charge you for such use at our standard Professional Services hourly rate upon notice to you. You agree to provide us with assistance in providing support to you, such as providing sufficient information to us so that service issues reported by you may be consistently reproduced.

6.2. Software Updates. “**Software Updates**” means delivery of releases of upgraded versions of Installed Software made at our discretion on a when and if available basis (a) which contain minor program modifications and enhancements, (b) which add functionality, and/or (c) which provide for greater ease of use or increased reporting capability. For the avoidance of doubt, Software Updates exclude new products and add-on software modules, components or subscriptions designed to add additional features or functionality to core offerings and which are offered by us on a license or subscription basis separate from our core offering (such modules and components collectively, “**Add-Ons**”). You can purchase an Add-On Subscription via an Order Form. We expressly reserve the right to condition the availability of optional, non-standard improvements, additions and revisions to Software and Add-Ons upon payment of additional amounts to be agreed upon by the Parties. You agree to accept all new releases or versions of Software promptly following release, and will install (or will allow us to install at our standard Services rates) such new release or version at a mutually agreed-upon time. In addition, if we release an update or patch to Software (regardless of customization) to address a critical security vulnerability, you will install such update (or allow us to install such update on a time and materials basis) as soon as possible, and will hold us harmless from any loss, damage or liability arising from or related to your failure to install such update. As part of the upgrade process, certain information, including but not limited to the following, may be transmitted to us to further enhance our ability to support you: User Name, Server Name, Database Name, Usage Limit and Actual Usage information, Application Version and Database Version. If you do not accept automatic Software Updates and/or you have licensed a non-customized version of Installed Software, you agree to work with us to schedule the installation of Software Updates promptly following our release of such updates.

7. Your Modifications. You will notify us in writing of any modifications made to the Software by you or on your behalf (“**Your Modifications**”). We are not responsible for maintaining or supporting Your Modifications, or for maintaining or supporting the portions of the Software affected by Your Modifications. Troubleshooting, fixes, reconfiguration, reinstallation, 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) and/or from Your Modifications are outside of the scope of Software Support and will be billed to you at our standard time and materials rate, and you agree to pay such charges.