

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 Supplemental Terms for Maps Subscriptions (the “**Supplemental Terms**”), the Master Terms & Conditions (the “**Master 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 the Order Form. By initialing or executing the Order Form, you confirm your acceptance of all incorporated terms, including this Addendum. 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. Any terms not defined herein shall have the meanings afforded to them in the Agreement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions.

- 1.1. For Vusion Subscriptions, the “**Billing Commencement Date**” is the first day of the calendar month for which we begin providing the Vusion services specified in the Order Form.
- 1.2. “**Vehicle**” means a commercial truck or vehicle for which we receive Vehicle Data provided by you or on your behalf.
- 1.3. “**Vehicle Data**” means the fuel, driver, location, and other Customer Data provided by you or on your behalf in connection with the Vusion services.
- 1.4. “**Vusion Solution**” means the Vusion tax solution provided to you as a Trimble Maps Solution via a Subscription purchased on the Order Form.

2. Use of the Vusion Solution.

We, in cooperation with you, will catalog required source Vehicle Data files and determine the method of transfer of source Vehicle Data files from your systems, personnel, or third-party vendors to us. These Vehicle Data files may include, but are not limited to, (i) vehicle tracking (latitude/longitude) position history, (ii) ECM data, (iii) fuel purchase history, (iv) dispatch load data, (v) tractor/vehicle information, and (vi) other files as mutually agreed by the Parties. Source Vehicle Data does not include personally identifiable information other than driver name and driver ID. We will provide you with upload information and credentials, such as an FTP directory and password, for the purpose of collecting source Vehicle Data files, as required, to be used in our data processing and reporting. We may update the upload process from time to time in which event we will provide updated upload information and credentials to you. If you operate more than one tax reporting entity and require us to produce reports and maintain data for each fuel tax reporting entity separately, an add-on Subscription is required for each reporting entity.

We will process source Vehicle Data files utilizing proprietary data cleaning, quality control, and quality scoring methods to provide you with feedback about data quality and data usability, which we will provide through the Offering Portal. At our discretion, we may make tools available to you to assist with data clean-up and will use commercially reasonable efforts to ensure the accuracy of the calculations based on the Customer Data provided; however, the ultimate responsibility for data accuracy, data quality, and completeness of any filed tax return or report remains with you, and we are not responsible for errors or omissions in Customer Data.

If your Subscription includes our fuel tax reporting services, this paragraph applies to you. If you utilize a supported dispatch software platform, you will supply and coordinate the installation of a standard data extract program. Processed data files will be available through the Offering Portal to support daily or monthly analysis and reporting. We will maintain the International Fuel Tax Agreement (“**IFTA**”) & Road-Use tax rates and currency conversion rates to provide current information for IFTA and Road-Use tax filings. We will archive fuel tax reporting data used to prepare your IFTA and Road-Use tax filings (not including your source Vehicle Data) for periods required by IFTA, International Registration Plan (“**IRP**”) and the Road-Use tax jurisdiction statutes. We are not a data warehouse and should not be used as a primary repository of Vehicle Data. We will provide commercially reasonable audit support for IFTA and Road-Use tax filings for audits to the extent such audit includes a period of time during which you used the Trimble Offering and such audit concerns tax filings prepared through the use of the Trimble Offering.

YOU ARE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL TAX LAWS AND REGULATIONS RELATED TO FUEL TAXES AND MILEAGE REPORTING. THE TRIMBLE OFFERING IS A TOOL TO ASSIST YOU WITH THE PREPARATION OF TAX FILINGS, BUT IT DOES NOT CONSTITUTE TAX ADVICE. YOU ARE RESPONSIBLE FOR REVIEWING ALL TAX FILINGS WITH YOUR TAX ADVISOR BEFORE SUBMISSION.

3. **Fees.** The number of Vehicles used to determine the monthly Subscription fee is the number of active Vehicles (100+ miles) included in IFTA and road-use tax reporting on your last quarterly return, or where there is no such return, the number of active Vehicles in your account as of the end of the previous calendar month. If you operate more than one tax reporting entity and require us to produce reports and maintain data for each tax reporting entity separately, an additional fee of \$300 per month per additional tax reporting entity shall apply. If an amended tax return is requested by you, a \$300 fee will apply for the preparation of each such amended tax filing.
4. **Dependencies.** Our ability to provide the Vusion Solution is dependent on, and you will hold us harmless from and against any liability or damage resulting or arising from our inability to provide the Vusion Solution to you or errors in the results from the Vusion Solution to the extent resulting from your failure to comply with, the following:
 - 4.1. You will provide access to the Vehicle Data required by us to provide the Vusion Solution to you. If a third-party resource is being used to extract Vehicle Data files, you will provide us with the necessary authorization credentials for and access to data on that third-party resource, and represent that you have all rights necessary to allow us to use such credentials to access such third-party resources.
 - 4.2. You will provide reasonable and timely access to your personnel to discuss data, reports, and support inquiries related to the services provided by us to you through the Vusion Solution.
 - 4.3. You will maintain archive copies of all source documents necessary to support tax filings. These include without limitation: (i) toll receipts and/or toll statements documenting toll charges and/or toll miles traveled in New York or Massachusetts, (ii) trip origin/destination points, (iii) bill of lading/load tickets, (iv) registration trip permits, (v) equipment lists, and (vi) decal reconciliation. If you have a Subscription to Fuel Tax Reporting, you will also maintain archive copies of (a) detailed vendor-generated invoice listing of all fuel card purchases, (c) physical receipts for cash fuel purchases, (c) vendor delivery and tractor-specific withdrawal receipts for terminal fuel activities (if any). You will provide copies of source documents to us as reasonably required by us to provide the Vusion Solution or to assist you with an audit.
 - 4.4. If you have a Subscription to Fuel Tax Reporting, you will ensure fuel transaction data, whether provided by you or on your behalf or by any third party, conforms to IFTA detail requirements including, but not limited to, accurate designation of quantity (gallons, liters, DGE, GGE) at an individual transaction level.
 - 4.5. You will provide all reasonably requested input, guidance, and approvals. You are solely responsible for timely submitting tax returns to the appropriate taxing authority.