

Last Updated: January 20, 2026

These Supplemental Terms apply to and are made a part of each Order Form entered into between **Trimble Maps Inc.**, a Trimble company, with an address for notice purposes of 1 Independence Way, Suite 400, Princeton, NJ 08540 (“**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 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 online administrative and/or documentation portal(s) applicable to your use of Trimble Maps Solutions pursuant to the Agreement.
- A.2. “Analyst User”** means, with respect to Appian Hosted Software under a Subscription purchased by you, a User authorized to use Appian Hosted Software in an analytical capacity for modeling and planning purposes based on user role. Analyst Users cannot use Appian Hosted Software for operational routing purposes.
- A.3. “Billing Commencement Date”** means the date determined by us and communicated to you on which we give you access to the Trimble Maps Solution (e.g., by delivering an API key enabling access or agreement on a specific commencement date in the Order Form).
- A.4. “Documentation”** means the user guide(s), knowledgebase and other documentation for the Trimble Maps Solution, as updated by us at our sole discretion from time to time, available via the Trimble Maps Solution or via the Admin Portal.
- A.5. “Implementation and Set-Up Services”** are the set-up, implementation, integration, and/or training Professional Services provided by Trimble in connection with the Trimble Maps Solution pursuant to a SOW.
- A.6. “Trimble Maps Solution”** means our navigation, routing and dispatch, geocoding, and route optimization Software, and other modules, products, software, and solutions offered by us, for which you purchase a fixed-term Subscription through the Order Form.
- A.7. “Trimble Maps Solution Infrastructure”** means, for Hosted Software, the hardware and network infrastructure within our reasonable control used to host the Trimble Maps Solution for your use under the Agreement (e.g., internal services network, network connectivity, and data center power/HVAC systems).
- A.8. “Warranty Period”** means, for Hosted Software, the Subscription Term, and 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 Trimble Maps 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.

If you purchase a subscription or license to Installed Software, the additional terms set forth in Exhibit B will apply to you. If you purchase a Subscription to Appian Customer Communication Manager add-on (which, for the avoidance of doubt, requires a base Subscription to the Appian Dispatch module), the additional terms set forth in Exhibit C will apply to you. If you purchase a Subscription to PC*Miler, PC*Miler Web Services, or Trimble Maps Platform, the additional terms set forth in Exhibit D will apply to you. If you purchase a Subscription to CoPilot, the additional terms set forth in Exhibit E will apply to you.

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 hereunder.

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 ninety (90) 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. 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.

D. Trimble Maps 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 Trimble Maps Solution and optional or add-on services or Subscriptions purchased through the Order Form, Addendum, or similar agreement. 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 Trimble Maps 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. Evaluation Licenses. If mutually agreed by you and us, we will provide you with development or evaluation versions of the Software for a limited period of time solely for your testing purposes prior to making a purchase. The evaluation period for an Evaluation License will be provided in the applicable Order Form.

E. Billing. The subscription fee for the first month of your Subscription to the Trimble Maps Solution is due upon execution of the Order Form (if Implementation and Set-Up Services are provided, such 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 Subscription Term, the Trimble Maps Solution shall perform in all material respects as specified in the User Documentation, and (b) Implementation and Set-Up Services (if any) 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 supplemental 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 Trimble Maps 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 A. You must submit a warranty claim for Implementation and Set-Up Services within sixty (60) calendar days of the completion of such Implementation and Set-Up Services.

F.2. Additional Disclaimers. The Trimble Maps Solution is intended for use only as a tool for navigation. Traffic, routings, and location data may not be accurate or timely. Customer and its Users must respect locally applicable traffic rules and regulations and use the Trimble Maps Solution with common sense, and Customer is responsible for informing its Users that they have to comply with these obligations. THE REALITY OBSERVED ON THE ROAD, INCLUDING ROAD SIGNAGE, ROAD MAINTENANCE, AND EMERGENCY PERSONNEL, AND TRAFFIC RULES AND REGULATIONS ALWAYS TAKE PRECEDENCE OVER THE INFORMATION PROVIDED BY NAVIGATION OR OTHER SOFTWARE OR DATA SERVICES, AND ARE THE DRIVER'S SOLE AND EXCLUSIVE RESPONSIBILITY. We are not responsible for and disclaim all liability for any consequences resulting from route calculation, even if you consider the route/itinerary not to be the most direct, not the shortest, and/or not the least expensive. Information in the Trimble Maps Solution and its accompanying materials is subject to change without notice and does not represent a commitment or endorsement by us. Suggested routings and data are based on third party map data which may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results. We are not responsible for the operation or failure of operation of Global Positioning System ("GPS") or Global Navigation Satellite System ("GNSS") satellites or base stations or the availability of GPS or GNSS satellite signals.

IF YOU MODIFY MAP DATA OR LOCATION DATA, YOU ARE SOLELY RESPONSIBLE FOR ENSURING SUCH MODIFICATIONS ARE CORRECT AND ACCURATE, SUCH AS VERIFYING YOUR MODIFICATIONS ARE CONSISTENT WITH ROAD SIGNAGE, BRIDGE HEIGHTS, AND DRIVING CONDITIONS. MAP, ROAD CONDITION, DRIVING DIRECTIONS, AND NAVIGATION DATA MAY BE SOURCED FROM THIRD PARTIES AND MAY BE INCORRECT OR INACCURATE HOWEVER SOURCED, AND WE ARE NOT LIABLE FOR ANY ERRORS OR INACCURACIES. If we provide you with the ability to customize map data used by your Users ("**Custom Map Data**"), such as but not limited to adding private roads and modifying clearances, you assume all responsibility for, and hold us harmless from and against any damages or losses resulting from, any use of Custom Map Data (including but not limited to any changes made to map data while an End User is using and relying on such map data). If you voluntarily choose to share Custom Map Data with us for Trimble's use, (a) you grant to us and our Affiliates an irrevocable, worldwide, perpetual, non-exclusive, royalty-free, sub-licensable and transferable license to evaluate, use, copy, distribute, prepare derivative works, display in public and publicly perform your Custom Map Data for their business purposes (provided we are not obligated to incorporate your Custom Map Data into our products, Software, or solutions), and (b) you represent and warrant that you have all rights and consents necessary to provide such data to us and to allow us and our Affiliates to use such Custom Map Data.

Certain features of the Trimble Maps Solution and Third Party Content, including the download of map data and SMS messaging, require connection to the internet directly or through a wireless or cellular connection in order to function. Customer may incur data charges through our collection of information through, and from your use of, the Trimble Maps Solution and Third Party Content, and we are not responsible for any incurred data charges. Roaming may also increase the data charges. Customer is solely responsible for obtaining any necessary internet, data, or wireless subscription plans with its service provider(s), for any incurred fees associated with such plans, and for compliance with such service provider(s)' terms.

Software and Data Services are provided for access for different areas in the world. You acknowledge and agree that you may not be able to access all or some of the same features, functionality, and content depending on where you are located in the world. Access to Software and Data Services may not be legal by certain persons or in certain countries. At all times, you are responsible for compliance with local laws, rules, and regulations.

F.3. Your Responsibilities. You are responsible for all use of the Trimble Maps Solution by your Users. 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 through the Trimble Maps Solution; (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Trimble Maps 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 Trimble Maps Solution.

- F.4. Trimble Maps Solution Usage.** You shall cause all Users to use the Trimble Maps 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 Trimble Maps Solution or the data contained therein; or (v) attempt to gain unauthorized access to the Trimble Maps Solution or related systems or networks.
- F.5. Customer Report for Deployed Instances and Usage.** If your Subscription fee is based on the number of Installed Software licenses deployed by you ("**Deployed Instances**"), or is tied to a specified maximum number of vehicles, freight under management, or other assets (collectively, "**Usage**"), this Section F.5 applies. You acknowledge and agree that within 60 days of the end of an annual Subscription billing period, 30 days of the end of a quarterly Subscription billing period, and within 10 days of the end of a monthly Subscription billing period, you will provide us with a monthly report accurately outlining the number of Deployed Instances or the amount of Usage (as applicable) during that Subscription billing period using the form provided by us or located at <https://transportation.trimble.com/legal/customer-terms> (the "**Customer Report**"). We may adjust your Subscription Fee and asset count as of the start of your next Subscription billing period based on the Customer Report. If you fail to timely provide the Customer Monthly Report for Deployed Instances to us for any two (2) consecutive calendar months or any three (3) calendar months in a six (6) calendar month period, then we may, in our sole discretion, thereafter require you to pay a monthly minimum in advance based on the deployment target specified in each applicable Order Form.
- F.6. 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 Trimble Maps Solution, create Internet links to or from the Trimble Maps Solution, or "frame" or "mirror" any content forming part of the Trimble Maps Solution, other than on your own intranets or otherwise for your own internal business purposes; or (ii) access the Trimble Maps 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 Trimble Maps Solution.
- F.7. Use of Mobile Communications Devices.** You acknowledge and agree that use of mobile communications devices (including mobile applications) while driving is dangerous and may be illegal in certain jurisdictions. Accordingly, you shall instruct all of your drivers not to use any Installed Software present in a vehicle when the vehicle is in motion unless the vehicle is being driven by a team and the non-driver operates the Installed 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 Installed Software while a vehicle is in motion.
- F.8. Third Party Content and Terms.** The Trimble Maps Solution may include Third Party Content which are provided to you on license terms, or have applicable intellectual property and other notices, that are in addition to and/or different from those contained in the Agreement ("**Third Party Terms**"). For example, we use different third party map data suppliers in the Trimble Maps Solution; to check which map data is used in your Software and which related Third Party Terms apply to your Software, please check the "About" screen of your Software or refer to your Software's Documentation. Third Party Terms are located at <https://maps.trimble.com/copyrights> or any successor URL. BY ACCEPTING THIS AGREEMENT, YOU REPRESENT THAT YOU HAVE REVIEWED AND ACCEPT ALL THIRD PARTY TERMS APPLICABLE TO DATA SERVICES, AND/OR THIRD PARTY CONTENT IN SOFTWARE. FOR WHICH YOU PURCHASE OR RESELL A SUBSCRIPTION. You are bound by and will comply with all applicable Third Party Terms as if such terms were expressly set forth in this Agreement or attached to this Agreement. Any breach by you of any Third Party Terms is also a breach of this Agreement.
- F.9. API Toolkit.** If you desire to integrate with the Trimble Maps Solution licensed or subscribed to by you, 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 Trimble Maps 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 Trimble Maps 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.10. Installed Software.** If you receive a license to use Installed Software associated with your Subscription (e.g., PC*MILER Installable Software used with a PC*MILER Subscription), this Section will apply to you. The End User License Agreement located at <https://maps.trimble.com/eula/trimble-maps-software/> governs your Installed Software. You agree and acknowledge that you have read and understand, accept and agree to the EULA as if expressly stated herein, and that the EULA 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 EULA and another term in the Agreement, the EULA will control with respect to the Installed Software only.

Exhibit A – Support Services

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 as set forth below, (b) minor modifications and enhancements we choose to make to the Trimble Maps Solution from time to time on a when and if available basis which are made generally available to all Trimble Maps Solution end users at no charge (“**Enhancements**”), and (c) for Hosted Software only, Infrastructure Support as set forth below.

1.1. You are responsible for providing User support for general end user questions and issues with respect to the Trimble Maps Solution (“**Your Tier 1 Software Support**”). Your Tier 1 Software Support includes, by way of example, issues with User credentials, inability to access the Trimble Maps Solution due to issues with your network or hardware, training on the use of the Trimble Maps 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 current version of the Trimble Maps Solution (and modifications made by us) 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 Trimble Maps Solution and which significantly hinder your Users’ ability to use the Trimble Maps Solution for its intended purpose (“**Software Support**”); and

(b) For Hosted Software only, technical and operation assistance in response to specific issues that arise in the Trimble Maps Solution Infrastructure which impact your Users’ ability to use the Trimble Maps Solution for its intended purpose (“**Infrastructure Support**”).

1.3. Enhancements do not include new products, features, and Subscriptions for which we charge an additional fee to customers. If your Hosted Software infrastructure is not multi-tenant, you agree to accept all Enhancements to the Trimble Maps Solution and the Trimble Maps Solution Infrastructure promptly following release (provided that any Enhancements relating to updated mapping data must be accepted and installed by you on a stable WiFi connection only), and will allow us to promptly install Enhancements into your Hosted Software infrastructure 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 it 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 reproduce and 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 (and for Installed Software, will ensure we have at least 3 copies of the most current hardware and software used by you in connection with Installed Software) 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 reproduced and confirmed issues (we will not provide support for issues we are not able to reproduce and confirm). 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, or updates to related systems or your applications, made by you or your agents) are not considered critical support for the purposes of Section 2 below, and may at our option be billed to you at our standard professional services time and materials rate which you agree to pay.

2. Support Hours.

2.1. Non-Critical Support. We provide non-critical support during standard support hours below (excluding statutory and governmental holidays). 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).

Trimble Maps Platform, CoPilot, PC*Miler, PC*Miler Web	Appian
9am to 5pm EST	9am to 5pm CST

2.2. Critical Support. We will provide 24x7 support related to system accessibility issues which we reasonably determine are directly related to interruptions in your business operations caused by the Trimble Maps Solution. See status.trimblemaps.com for status updates.

Exhibit B – 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).
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. You will provide and maintain Your Infrastructure and will provide us with access to the Trimble Maps 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 three percent (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. **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.
 - 5.1. **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.
 - 5.2. **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 map updates, 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 Professional 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 (expressly excluding any mapping data updates, which must be installed by you on a stable WiFi connection at your earliest opportunity) 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.

6. **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.

Exhibit C – Additional Terms for Appian Customer Communication Manager Only

1. **Twilio Policies.** For the use of Customer Communications Manager (“**CCM**”), the Subscriber agrees to the following:

Use of CCM is subject to acceptance and compliance with the following third-party provider policies:

- <https://www.twilio.com/legal/privacy>
- <https://www.twilio.com/legal/aup>
- <https://www.twilio.com/legal/security-overview>

Further, Customer shall be liable to Trimble for any and all liability incurred by Trimble resulting from Customer's acts, omissions and activities, including, any third-party infringement claims alleging that Customer's use of any non-Trimble software or service that Customer utilizes in association with CCM has resulted in a misappropriation or infringement of any third-party intellectual property rights. In addition, Trimble shall have the right to terminate service should any third-party service provider cease providing requisite services to Trimble.

Exhibit D – Addit'l Terms for PC*Miler, PC*Miler Web Services, and Trimble Maps Platform Software Only**1. Additional Definitions.**

- 1.1. “Interfacing Application”** means your product or service which has been integrated with our Software to which you have a Subscription using our API Toolkit.
- 1.2. “PC*Miler®”** is a desktop or server-based application to calculate routes and mileage for back-office applications such as cost estimations, payment, and auditing of logistics..
- 1.3. “PC*Miler® Web Services”** means online services allowing for simple route planning and deployment of planned routes to a connected CoPilot licensed application with single search capability.
- 1.4. “Trimble Maps Platform”** means the Trimble map-centric development platform, with routing, mapping, and geocoding APIs specifically designed for commercial vehicles.

2. Confirmation of Exposed Level of Functionality. Prior to the Billing Commencement Date, you will report in writing to us the exposed level of functionality in your Interfacing Application(s). Any changes to the exposed level of functionality of such Interfacing Application(s) must be reported in writing to us within ten (10) business days of such changes.**3. User ID and Development Credentials.** Customer shall provide Trimble with a user ID unique to it so that Trimble has the ability to track the usage of Trimble by Customer on the Trimble servers and to audit the usage of Customer's Interfacing Application(s) and their functionality from time to time. Trimble shall provide Customer with unique development credentials for Trimble, which shall be used exclusively for internal development, testing and evaluation purposes only. These unique development credentials shall not be shared with third parties. End users shall receive unique production credentials for Trimble once properly licensed with Trimble for access to PC*Miler, PC*Miler Web Services, and/or Trimble Maps Platform.**4. Permitted Use.** You may install and use the PC*Miler and Trimble Maps Platform Software on the specified numbers of production and non-production servers (and, if applicable, using middleware) set forth in the applicable Order Form. Such Software may be (a) directly used by no more than the specified number of simultaneous Users and (b) indirectly used by all simultaneous end users of the Interfacing Application.

4.1. Single Desktop User. If you have a Single User Subscription to PC*Miler, then you may only install and use the Software on the number of computer(s) specified in the applicable Order Form by only one (1) User. Such computer must either not be connected to a computer network, or connected in such a manner that other potential users on the network cannot access PC*Miler on other connected computers. Pricing is User-based.

4.2. Multi-User Network. You may install and use PC*Miler on the specified numbers of production and non-production servers (zero if blank), using middleware such as Citrix or Terminal Server if checked, and interfacing to the named application(s), for direct and/or indirect use by the specified number of simultaneous end users. Pricing is User-based.

4.3. Enterprise License. If you have an enterprise-level Subscription to the Software, then you may reproduce, install, and use PC*Miler and/or Trimble Maps Platform on any or all computers. Pricing is FUM-, VUM-, or Shipment-based.

4.4. Application License. If you have an application-level Subscription to the Software, then you may reproduce, install, and use PC*Miler and/or Trimble Maps Platform on any or all computers, and interface such Software to any and all applications that are operated and controlled by you. Pricing is FUM-, VUM-, or Shipment-based.

4.5. FUM. The fees specified for Enterprise, Application, and Multi-User Network licenses are based on the size of your business managed by that application as of the Effective Date of this Agreement as specified in the Order Form as “freight under management” (“FUM”). If the size of your business managed by that application increases by five percent (5%) or more from the FUM amount set forth in the Order Form, you will promptly notify us and agree to a proportional increase in Subscription fee(s).

5. Display of Output. You may only display Software output through an external-facing Interfacing Application for specific origin-destination moves for which you contract for or provide transportation services.

6. **Additional Restrictions.** You agree and covenant that you and your Users will not, directly and indirectly:
- 6.1. **Limitations on Use.** Use the Subscriptions for the purposes of any automated vehicle control system, or for any driver-assisted navigation system that presents individual turning maneuvers to Users synchronized with the User's position more precisely than one (1) mile or one (1) minute.
 - 6.2. **Excessive Usage Limitation.** Use the Subscriptions in a manner that exceeds reasonable request volume or constitutes inefficient, excessive or abusive usage, defined as submitting, in any hour, requests that exceed (a) monthly contracted transaction volume divided by eighty (80), or (b) fifteen thousand (15,000) requests, whichever is greater ("**Excessive Usage**");
 - 6.3. **Limitations on Data Extraction.** Extract and publish, or allow other users to extract and publish, any data contained in or produced by the Subscriptions, unless each recipient of such data is currently licensed for that data by Trimble;
 - 6.4. **Limitations on Mobile Communications.** Transmit street-level driving directions determined through the use of the Subscriptions through mobile communications systems without first executing a written supplemental license agreement with Trimble and paying the license fee that corresponds to the number and types of devices and systems to and through which transmission is to be permitted;
 - 6.5. **Limitations on Disclosure.** Make any disclosure of the Subscriptions, including, but not limited to, program output, to anyone outside the legal entity that paid for and holds this license, without prior written permission of Trimble;
 - 6.6. **Limitations on Customer Screen Refresh.** Use the Subscriptions in a manner that automatically refreshes the end user's screen more than once every sixty (60) seconds.
 - 6.7. **Limitations on Route and Tile Cache.** Cache routes produced or derived from the Subscriptions, or fail to clear from memory within forty-eight (48) hours any cache of routes made in disregard of this requirement without specifically licensing such use from Trimble.
 - 6.8. **Limitations on Tracking.** Use the Subscriptions to track vehicles or other mobile assets without specifically licensing for such use from Trimble;
 - 6.9. **Limitations on Displaying Routes on Third Party Commercial Routing and Mapping Applications.** Use the Subscriptions to display routes created by a commercial routing application created by an entity other than Trimble without specifically licensing such use from Trimble;
 - 6.10. **Limitations on using Routing on a Commercial Routing and Mapping Application.** Use routing produced or derived from the Subscriptions with a commercial mapping application created by an entity other than Trimble without specifically licensing such use from Trimble;
 - 6.11. **Copyright Attribution Limitation.** Display information produced or derived from the Subscriptions without including attribution to "Trimble" and other copyright and proprietary rights notices of Trimble and its licensors, if any, on same screen display; and
 - 6.12. **Usage Limitation.** Access or use the Subscriptions to build and/or enhance your (or a third party's) software offering(s)/application(s) in order to compete with Trimble and/or its Software.

Further, you agree that you will not, nor will you permit your Users or any third party to use and/or extract content derived from PC*Miler, PC*Miler Web Services, or Trimble Maps Platform (including route line data) (collectively, "**Trimble-Derived Data**"), nor display or integrate such Trimble-Derived Data into another provider's service, including but not limited to Google or Bing. You agree not to pre-fetch, retrieve, cache, index, or store any Trimble-Derived Data or other any portion of the Software output at any time, provided, however, that you may temporarily store (for less than thirty (30) calendar days) limited amounts of such Trimble-Derived Data for the sole and exclusive purpose of enhancing the performance of your implementation due to network latency, and only if you do so securely and in a manner that: (a) does not permit use of the Trimble-Derived Data outside of the scope of this Agreement; (b) does not manipulate or aggregate any Trimble-Derived Data or portion thereof; (c) does not prevent Trimble Maps from accurately tracking usage; and (d) does not modify attribution of the Software in any way.

Exhibit E - Additional Terms for CoPilot Software Only**1. Additional Definitions.**

- 1.1. **"Account Manager System" or "AMS"** means that any of the Software made available on a Device for use by Users. The Account Manager System allows you to visualize and organize the licenses allowed to be used within your deployment of the Software.
- 1.2. **"Device"** means the Your Related Systems as amended from time to time by the Parties.
- 1.3. **"Deployment Date"** means the date on which at least one instance of CoPilot Installed Software is made available in a vehicle for your Users use. For CoPilot Installed Software, the Deployment Date will be the Billing Commencement Date of that Installed Software.
- 1.4. **"Enterprise Build"** means a version of the Software without product key code activation.
- 1.5. **"Map Update(s)"** means the revised set of map data on a when and if available basis.
- 1.6. **"Your Related Systems"** means the Device(s) onto which the Software as delivered to you as an Enterprise Build that are loaded and locked down in accordance with the Agreement.
- 1.7. **"Software Update(s)"** means minor functionality enhancements to the Software provided on a when and if available basis as part of support and maintenance.
- 1.8. **"Software Upgrade(s)"** means a major, stand-alone version of the Software.

2. Grant of License. For the term of your license or subscription (as applicable), we grant to you a non-transferable, non-sublicensable, non-assignable right for your End Users to install and use, in the territory identified in the applicable Order Form, Installed Software licensed by you. Except as otherwise expressly permitted in writing by us, you will have no right or license to use any version other than the version designated from time to time by us as the most recent. Except as expressly permitted herein, you will not otherwise install, resell, distribute, or authorize any use of the Software to any third party.

2.1. Enterprise Build. The License will be provided with an Enterprise Build as a CoPilot Integration Kit library ("CPIK"), or with Account Manager Software for use on Your Related Systems defined as custom application or to be embedded with the application and only for the number of authorized copies, in accordance with specific restrictions set forth in this Agreement. The Enterprise Build contains unique identifier codes placed on it by us so that all copies and installations made from it are traceable to Customer. Customer agrees not to remove these identifying codes from the Enterprise Build or from any copies or installations made by Customer from it.

2.2. Updates and Upgrades. Map Updates are included in your license or subscription. Map Update(s), Software Update(s), and Upgrade(s) will be provided on a when and if available basis. Trimble Maps issues Map Update(s) and Software Update(s) or Upgrade(s) only to those Customers that are fully paid up for the current subscription term.

3. Pre-deployment and Development Integration Support. Development integration support is the support described below provided to the staff in charge of deploying the Software. Provided that you are not in material breach of this Agreement, which includes the payment of all amounts when due, during the pre-deployment period, we will provide support for the integration of the Software and the third party application used by you. We shall also provide (i) development integration support in English via e-mail or web submission; (ii) a list in English of Frequently Asked Questions (FAQs) located at <https://maps.trimble.com/support/>; and (iii) SDK Development tools, such as sample application and the provided Documentation. When using the SDK development e-mail alias support@trimblemaps.com, we will automatically generate a ticket for each enquiry submitted via email by you. The response times for those tickets will fluctuate based on call volume and the reproducibility of the question raised. We will answer support tickets in a professional and workmanlike manner. In order for us to provide support, you must first (a) make an initial diagnosis of whether the problem is caused by the Software or not, and (b) search the library of existing operating instructions, workarounds and patches for a pre-existing solution provided by Trimble. If we are unable to reproduce the problem, or if the problem is the result of (i) your improper use of the Software, (ii) your failure to implement and distribute necessary Map Update(s) and/or Software Updates to your Users, or (iii) your unauthorized modification of the Software, then no support will be provided. If during the pre-deployment period we determine that the problem results from an error in the Software, then we shall use commercially reasonable efforts to correct such errors by implementing changes (bug fixes) or providing instructions to you.