

TRIMBLE PULSE™
TERMS OF USE & SALE
UFS - Utilities Field Service

IMPORTANT. PLEASE READ CAREFULLY.

Welcome to the Trimble PULSE™. These Terms of Use & Sale, formerly known as the Civil Construction Software Systems – Trimble PULSE™ (CCSS) Terms Use & Sale and Trimble Field Services Management (FSM) Terms of Use & Sale (“Terms of Use”). These Terms of Use, together with the applicable Product Schedule(s), create a legally binding agreement (collectively, the “Agreement”) between you/your organization and Trimble Inc. (“Trimble”). By accessing this site, you (which includes the Customer under your applicable Product Schedule(s)) with Trimble as well as any end users of the Service purchased under such Product Schedule(s)) are agreeing to be bound by all terms, conditions, and notices contained or referenced in these Terms of Use. Capitalized terms not defined in these Terms of Use will have the same meaning as set forth in the Product Schedule(s). These Terms of Use and any Product Schedule(s) constitute a binding, legal agreement between you and Trimble, and are intended to have the same force and affect as if you had signed these Terms of Use. In the event of any conflict between the terms and conditions contained in any Product Schedule and these Terms of Use, the Product Schedule shall control to extent related to the subject matter thereof unless otherwise stated herein that such Product Schedule shall not control. If you do not agree to these Terms of Use, please do not use the Service.

These Terms of Use set forth the terms and conditions for purchase and use of:

- (“Equipment”) shall mean those items of hardware or equipment specified on an applicable Schedule to be purchased by you and sold by Trimble.
- (“Software”) means any software product delivered or made available by Trimble to Customer, in object code format only, whether or not provided with the Service.
- (“Service”) shall mean the specific Trimble service offerings specified on an applicable Schedule to be provided by Trimble to you, along with certain enhancements thereto, to the extent specified on such Schedule, including without limitation the Trimble Paving Fleet Tracker, GeoManager™ (“GeoManager”), Trimble PULSE™ (“Trimble PULSE Service”) product families and their related offerings.
- (“Product Schedule” or “Schedule”) shall be the order form submitted by you, by which you offer to purchase Equipment and/or Service from Trimble and, upon acceptance thereof by Trimble, by which Trimble agrees to provide Equipment and/or Service to you in accordance with these Terms of Use.
- (“Bundle(s)”) means the bundles of Equipment and Services identified as may be identified as “Bundles”, ‘Packages’ or ‘Sales Packages’ as set forth on a Product Schedule. Such Bundle(s) offerings may be modified from time to time in Trimble’s sole discretion.

Among other things, these Terms of Use describe your and Trimble’s legal rights regarding payments, warranties, limitations of liability and other important topics.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND IT, AND AGREE, ON BEHALF OF YOUR ORGANIZATION, TO BE BOUND BY IT. YOU ALSO ACKNOWLEDGE THAT YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS OF USE ON BEHALF OF YOUR ORGANIZATION. THESE TERMS OF USE IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT. IF YOU DO NOT AGREE TO ANY OF THE TERMS HEREIN, YOU MAY NOT USE THE EQUIPMENT, SOFTWARE OR SERVICE AND SHOULD IMMEDIATELY RETURN TO YOUR AUTHORIZED DEALER OR TRIMBLE SALES REPRESENTATIVE FOR THE APPLICABLE REFUND.

Please note that Trimble reserves the right to update and change these Terms of Use from time to time at its sole discretion. Please check these Terms of Use periodically for changes. Your continued use of the Service(s) following the posting of any changes to these Terms of Use will confirm your acceptance of those changes. In the case of any violation of these Terms of Use, Trimble reserves the right to seek all remedies available in law and equity for such violations.

Last Updated: September 2, 2021

1. Fees; Payments; Invoicing; Taxes. Trimble shall invoice amounts due under each Schedule to the billing address as

is provided in such Schedule. All payments to Trimble are due net thirty (30) from date of invoice and in U.S. Dollars. Except to the extent otherwise set forth in a Product Schedule, Trimble shall invoice the monthly Service fees (as set forth in the applicable Schedule(s)) for each subscription to the Service upon the earlier of the first day of the month following (i) the date upon which any corresponding item(s) of Equipment are installed in Customer's vehicles), or (ii) ten (10) days after the date Equipment corresponding to such Service (if any) is shipped to Customer (except to the extent otherwise explicitly set forth and mutually agreed in a Schedule). Monthly Service Fee shall be invoiced in advance. Monthly Service fees are invoiced as services are rendered and are payable upon receipt. Notwithstanding the foregoing and solely applicable to the following offerings, all Trimble Pulse Optimization Service and Trimble Paving Fleet Tracker Service offerings shall be invoiced annually in advance for each subscription to the Service upon such time as each applicable Subscription Term (as defined below) commences. Trimble does not waive its right to collect the full amount due if you pay late or pay part of the invoice, even if you write the words "Paid in Full" (or similar words) on any correspondence or payment to Trimble. In the event of any late payment, any unpaid balance shall bear interest at the rate of 2% per month, or the maximum amount allowed by law, if lower. The late charge shall be assessed for every month a balance remains unpaid and shall be prorated on a daily basis for each day the balance is overdue. All payments made against invoices with late or penalty fees shall be first credited to such late or penalty fees, and then to other fees. You shall pay for all reasonable costs of collection, including attorneys' fees, incurred for any reason. All charges, fees and prices are exclusive of all federal, state and local withholding, excise, sales, use and similar taxes, fees, surcharges and other charges imposed by any governmental authority. You shall pay, at the time of sale or thereafter, all taxes, fees, surcharges and other charges arising out of your purchase products or services from Trimble, unless you can show documentation reasonably satisfactory to Trimble that you are exempt from same. Trimble will not be required to provide advance notice of changes to taxes, fees, surcharges or other charges, unless required by applicable law. You are responsible for all duties, tariffs, and shipping costs. No set-offs by you in paying any fees or amounts due to Trimble are allowed without Trimble's prior written approval which may be granted in its sole discretion.

2. Credit. Your continued use of the Service is contingent on Trimble's approval of your credit information. Trimble may require you to update your credit information from time to time. You warrant and represent that all credit information furnished to Trimble is and shall be current, complete, accurate, and true. Trimble may require a security deposit from time to time hereunder.

3. Product Schedules and Term.

(a) **Submission of Product Schedules.** From time to time after the Effective Date of the first Schedule hereunder, you may submit one or more Schedule(s) pursuant to which you shall purchase and Trimble shall deliver certain products. Unless otherwise specified herein, each Schedule shall be independent from, and have no impact on, any other Schedule(s). Upon execution by both parties hereto, each such Schedule shall be incorporated herein. In the event any of the terms and conditions of a Schedule conflict with any term or condition hereof, the terms of these Terms of Use shall control and take precedence. Your submission of a Schedule to Trimble shall constitute your binding and irrevocable offer to purchase the Equipment and/or Service specified thereon.

(b) **Term.** The term of these Terms of Use shall commence on the Effective Date of the first Schedule hereunder and shall terminate thirty (30) days after expiration or termination of the term of the last Schedule hereunder, unless earlier terminated pursuant to these Terms of Use. The term of each Schedule shall be set forth on each Schedule.

(c) **Termination for Cause.** Either party may terminate these Terms of Use and/or a Schedule in the event the other party materially breaches the Terms of Use and/or Schedule and fails to cure such material breach within thirty (30) days of the date of written notice thereof, including, in your case, for breach due to your failure to timely pay any charges or fees due to Trimble. Your breach of any payment obligations under any Schedule hereunder shall be deemed to be a material breach of your obligations under these Terms of Use. In the event that Trimble terminates these Terms of Use and/or any Schedule due to your breach, each Schedule shall be deemed to have been terminated by reason of your breach, as well, and you shall pay the Breach Fee(s) (as defined below) as are due and payable under each of the then-terminated Schedules. Breach Fees shall be paid within ten (10) days from date of its invoice. Trimble shall have the right to terminate these Terms of Use and/or any Schedule(s) immediately upon written notice in the event that any proceeding is brought by or against you under bankruptcy or insolvency laws or that you makes an assignment for the benefit of creditors or that a trustee or receiver is appointed to administer your business or assets. Termination for breach shall not absolve either party from their obligations prior to the breach.

(d) **Return of Equipment Upon Termination (Trimble PULSE Service).** **Applicable only to Equipment provided by Trimble in connection with Trimble PULSE Service Subscriptions purchased or acquired on or after July 1, 2020:** Upon termination or expiration of this Agreement, Customer, at its expense, shall have the option (but shall not be required) to return to Trimble the Equipment provided by Trimble in connection with Trimble PULSE Service Subscriptions purchased or acquired on or after July 1, 2020 at the address as may be specified by Trimble. Notwithstanding, no refunds, credits or other consideration shall be provided by Trimble to Customer for any Equipment returned in connection with the foregoing. Trimble shall not be responsible for any charges whatsoever, including without limitation shipping and

insurance, in connection with any such return.

4. Purchase of Equipment.

(a) Applicability. This Section 4, including subsections, shall apply only to Equipment you purchase directly from Trimble. If you purchased your Equipment from an authorized dealer, the shipping and warranty terms offered by that authorized dealer, and not this Section 4, apply to you.

(b) Equipment and Delivery; Security Interest. All Equipment shipments shall be FCA shipping point (Incoterms 2010) and you shall be solely responsible for any costs incurred in connection with shipment. Trimble shall not be liable for any delay in transportation of the Equipment. Until Trimble has received full payment of the purchase price of the Equipment (if any), Trimble shall retain a purchase money security interest in such Equipment. Customer agrees to execute any document to perfect such security interest reasonably requested by Trimble. Trimble shall invoice the purchase price set forth on the applicable Product Schedule for (i) the Equipment upon shipment of such Equipment by Trimble; and (ii) any one-time fees set forth on an applicable Product Schedule, upon the earlier of (x) the date upon which such Equipment is installed in Customer's vehicles; or (y) ten (10) days after the date the Equipment is shipped to Customer. Customer agrees that as related to any Product Schedule, Customer shall take delivery of any then-currently available Equipment no later than ninety (90) days from the effective date of such Product Schedule unless otherwise mutually agreed in writing by Trimble and Customer.

(c) Equipment Limited Warranty.

(1) Trimble warrants that during the Warranty Period applicable to the Equipment or component thereof as defined below, the Equipment: (i) will be free from defects in materials and workmanship, and (ii) will substantially conform to the specifications for such Equipment (the "Limited Warranty"). This Limited Warranty does not extend to: (i) any failure in the Equipment due to accident, abuse, misuse or negligent use of the Equipment; (ii) any failure resulting from use in other than a normal and customary manner under normal environmental conditions and conforming to the Equipment's instructions; (iii) any failure in the Equipment caused by failing to follow prescribed operating maintenance procedures; (iv) any failure in the Equipment due to modifications, alterations, additions or changes to the Equipment not made or authorized to be made by Trimble; or (v) damage caused by force of nature, external causes, or act of any third party (other than Trimble or its duly-authorized representative). Except to the extent otherwise specifically set forth in Section 4(e) below, the Limited Warranty shall be void and of no force or effect if any Equipment is installed or serviced by any party other than Trimble or a third party (including you) duly authorized and certified by Trimble to perform such services. **All out of warranty units of Equipment that are sent back for repair shall incur additional shipping and handling charges.**

(2) The "Warranty Period" applicable to the Equipment purchased or acquired under a particular Product Schedule shall be set forth as follows:

- a. **For Equipment provided by Trimble in connection with PULSE Service Subscriptions purchased or acquired on or after July 1, 2020:** The applicable "Warranty Period" means the period commencing on the earlier of ten (10) days from the date of shipment of the applicable Equipment or the installation date of such Equipment and ending upon the termination of the corresponding Trimble PULSE Service Subscription.
- b. **For (i) all other Equipment regardless of date of purchase or acquisition, and (ii) all Equipment purchased or acquired in connection with Trimble PULSE Service prior to July 1, 2020:** The applicable "Warranty Period" means the period commencing on the earlier of ten (10) days from the date of shipment of the applicable Equipment or the installation date of such Equipment and ending (i) one (1) year thereafter in the case of the following Equipment or components thereof: on-board computers, GPS wireless modem, and driver display, and (ii) ninety (90) days in the case of all other Equipment or components thereof, including without limitation cables, sensors, cradles, antennae etc. In the event Customer has purchased an Extended Warranty for such Equipment, such foregoing Warranty Period shall apply solely to on-board computers, GPS wireless modem(s) and driver display(s) and shall be extended during the Extended Warranty period set forth herein or on an applicable Product Schedule. There are no Extended Warranties available for Equipment with a Warranty Period of ninety (90) days or less. **Customer shall be liable for any shipping and insurance charges incurred in connection with shipment of the defective Equipment or replacement Equipment (as the case may be). The Limited Warranty does not include the cost of de-installing or re-installing the Equipment. Trimble reserves the right to charge reasonable travel and related expenses in connection with replacement of Equipment under the Limited Warranty accordance with Trimble's then current rates.**

(d) Warranty Procedures. Trimble's sole responsibility under the Limited Warranty shall be to either repair or replace at Trimble's discretion any Equipment item which does not conform to the Limited Warranty and about which you provide notice during the applicable Warranty Period. Should Trimble decide to exchange new or rebuilt Equipment for failed Equipment, you will be issued a Returned Material Authorization ("RMA") number from Trimble. Customer shall at Trimble's sole option and direction, either promptly return or dispose of the defective Equipment to Trimble in accordance with such written RMA instructions. If instructed to return the Equipment to Trimble, it is your responsibility to return the Equipment to Trimble within fifteen (15) business days of Trimble's issuance of the RMA. Should Trimble elect for Customer not require return of the Equipment, Customer shall be solely responsible for proper disposal of all Equipment in accordance with applicable law. Should you fail to return any applicable Equipment, as required by Trimble, within the allotted time you will be responsible and liable for an amount equal to the standard list price of the replacement Equipment sent to you. In the event the replacement Equipment is received after expiration of the Warranty Period, or in the event Trimble determines that the defective Equipment is not covered by the Limited Warranty, Trimble shall charge Customer, and Customer shall pay for (i) such replacement Equipment at Trimble's then-current list prices and for shipping and handling of such replacement Equipment, and (ii) any travel and related expenses incurred by Trimble or its authorized agent in connection with service or inspection, de-installation or re-installation of such Equipment at a Customer location in accordance with Trimble's then current rates, including without limitation any labor, device move or trip charges. For Equipment provided in connection with PULSE Service Subscriptions purchased or acquired on or after July 1, 2020, Trimble shall provide de-installation/re-installation of the Equipment and shipping of the Equipment covered by the Limited Warranty at no cost. For (i) all other Equipment regardless of date of purchase or acquisition, and (ii) all Equipment purchased or acquired in connection with Trimble PULSE Service prior to July 1, 2020, de-installation/re-installation of the Equipment and shipping of Equipment covered by the Limited Warranty will be at your cost and expense. In any event, if you fail to make the vehicle(s) available for Equipment de-installation/re-installation or repair on such time, date and place as agreed upon by the parties, Trimble may charge, and you shall pay a no-show fee per each such vehicle, based on Trimble's then-current list prices.

(e) Installation of Equipment.

(1) **For Equipment provided by Trimble in connection with PULSE Service Subscriptions purchased or acquired on or after July 1, 2020:** Except for Trimble 'plug and play' Equipment and TAG Equipment in the applicable Schedule, Trimble shall provide installation of the Equipment in Customer's vehicles ("Trimble Installation Services") unless Customer is certified by Trimble to perform self-installations or the Equipment is provided with self-installation guidelines (such as Trimble 'plug and play' Equipment and Trimble TAG Equipment). Except as set forth below, Customer acknowledges that installation of Equipment by a party, including Customer, not duly authorized and certified by Trimble to do so, shall invalidate the Limited Warranty set forth in this Section. Notwithstanding the foregoing, for any Equipment where Customer is certified by Trimble to perform self-installations or Trimble provides self-installation guidelines included with the Equipment packaging or its published documentation, Customer's installation of such Equipment shall not void the Limited Warranty, provided such Equipment is installed in accordance with such self-installation guidelines delivered with the Equipment. Trimble or its assignee, agent and subcontractor will provide a one-time installation of the Equipment purchased hereunder. The parties shall each make commercially reasonable efforts to schedule and complete the Trimble Installation Services within forty-five (45) days of the date Trimble ships such Equipment to Customer. Installation shall be performed between 8:00 a.m. and 5:00 p.m., Monday through Friday, local time. If Customer fails to make the vehicle(s) available for Equipment installation on such time, date and place as agreed upon by the parties, Trimble may charge, and Customer shall pay a no-show fee per each such vehicle, based on Trimble's then-current list prices. Customer acknowledges that, in connection with the installation and maintenance of the Equipment, Trimble or its assignees, agents and contractors may modify or alter, including without limitation drill holes, cut panels and body or rewire, Customer's vehicles. Trimble will not be responsible for, and makes no assurances regarding, the restoration of Customer's vehicles to their unmodified or unaltered condition if the Equipment is removed from such vehicles.

(2) **For (i) all other Equipment regardless of date of purchase or acquisition, and (ii) All Equipment purchased or acquired in connection with Trimble PULSE Service Equipment prior to July 1, 2020:**

- a. Unless you have purchased installation services from Trimble ("Trimble Installation Services") in the applicable Schedule, Trimble shall not be responsible for installing Equipment in your vehicles. You shall be solely responsible for arranging for the Equipment to be installed in your vehicles and you further acknowledge that installation of Equipment by a party, including you, not duly authorized and certified by Trimble to do so, shall invalidate the Limited Warranty set forth in this Section 4. Notwithstanding the foregoing, for any Equipment where Trimble provides self-installation guidelines included with the Equipment packaging or its published documentation, Customer's installation of such Equipment shall not void the Limited Warranty, provided such Equipment is installed in accordance with such self-installation guidelines delivered with the Equipment. In the event you have

purchased Trimble Installation Services, Trimble or its assignee, agent and subcontractor will provide a one-time installation of the Equipment purchased hereunder. The parties shall each make commercially reasonable efforts to schedule and complete the Trimble Installation Services within forty-five (45) days of the date Trimble ships such Equipment to you. Premium Installation shall include only installations performed between 8:00 a.m. and 5:00 p.m., Monday through Friday, local time. If you fail to make the vehicle(s) available for Equipment installation on such time, date and place as agreed upon by the parties, Trimble may charge, and you shall pay a no-show fee per each such vehicle, based on Trimble's then-current list prices. You acknowledge that, in connection with the installation and maintenance of the Equipment, Trimble or its assignees, agents and contractors may modify or alter, including without limitation drill holes, cut panels and body or rewire, your vehicles. Trimble will not be responsible for, and makes no assurances regarding, the restoration of your vehicles to their unmodified or unaltered condition if the Equipment is removed from your vehicles.

(f) Extended Warranty for Bundled Equipment. If you have purchased an Extended Warranty on an applicable Product Schedule: For onboard computers, GPS wireless modems and driver displays included in a Bundle as set forth on a Product Schedule, Trimble shall provide an Extended Warranty for this Equipment in accordance with limited Equipment warranty set forth herein for the initial Subscription Term specified on the Product Schedule.

(g) Hardware Protection Plan. If purchased separately as a stand-alone offering set forth on a Product Schedule and applicable only to and for the Equipment specifically designated on such Product Schedule: During the Warranty Period set forth above, Trimble shall, at no charge, provide Customer with an Equipment replacement ("Replacement Equipment") to Trimble's then currently available equivalent Equipment in the event of Equipment upgrades to Customer's existing Equipment, product obsolescence, technology or network changes affecting Customer's existing Equipment, as determined by Trimble in its reasonable discretion (the "Hardware Protection Plan" or "HPP"). Customer shall be solely responsible for any loss of, theft or damage to the Replacement Equipment. Replacement Equipment shall be covered by the Limited Warranty above during the Warranty Period, subject to the terms and conditions of this Agreement. Trimble shall provide Trimble Installation Services for such Replacement Equipment at no charge in accordance with Section 4(e) above.

5. Purchase of Service.

(a) Service Delivery. Trimble shall provide the Service to you solely for your internal business use for up to the number of subscriptions as are set forth in the applicable Product Schedule(s). A "Subscriber" shall be defined as a vehicle in which all or portion of the Equipment purchased by you, whether from Trimble or from an authorized dealer, is installed and equipped to receive the Service; provided, however, as related solely to Trimble Pulse Optimization Service and its related offerings, a "Subscriber" means each employee or contractor who uses such Trimble Pulse Service on behalf of Customer. The Trimble Pulse Service gathers and imports data and information from vehicles, equipment and/or other communication and data collection devices (e.g., mobile phones, tablet computers, etc.), collectively referred to as ("**Devices**").

(b) Subscription Term; Early Termination Fee.

(1) Initial Subscription Terms. The initial "Subscription Term" applicable to each Service offering shall be set forth as follows:

a. **Initial Trimble PULSE Service offering Subscriptions:** For Customer's initial purchase or acquisition of Subscriptions for each Trimble PULSE Service offering purchased or acquired on or after July 1, 2020, the initial Subscription Term for each such initial Subscription hereunder shall commence on the earlier of (i) the date on which the applicable Equipment is installed for that Subscriber (except to the extent otherwise explicitly set forth and mutually agreed in a Schedule); (ii) ten (10) days after the date upon which Trimble ships the Equipment applicable to such subscription to you, if applicable; or (iii) makes available the Service corresponding to such Subscription (the "Subscription Effective Date"), and terminates twelve, twenty-four, thirty-six, or sixty months from the first day of the month following the Subscription Effective Date, such 12, 24, 36 or 60 month period determined by reference to the Subscription Term set forth in the applicable Schedule(s).

b. **Additional Trimble PULSE Service offering Subscriptions:** For Customer's purchase or acquisition of additional Subscriptions for each such Trimble PULSE Service offering, the initial Subscription Term for each such additional Subscription hereunder shall commence on the earlier of (i) the date on which the applicable Equipment is installed for that Subscriber (except to the extent otherwise explicitly set forth and mutually agreed in a Schedule); (ii) ten (10) days after the date upon which Trimble ships the Equipment applicable to such subscription to you, if applicable; or (iii) makes available the Service corresponding to such Subscription (the "Subscription Effective Date"), and terminates after the period set forth on the Product Schedule applicable to such additional Subscriptions.

c. **For (i) all other Service Subscription regardless of date of purchase or acquisition, and (ii) Trimble PULSE Service Subscriptions purchased or acquired prior to July 1, 2020:** For each such Subscription, the initial Subscription Term hereunder shall commence on the earlier of (i) the date on which the applicable Equipment is installed for that Subscriber (except to the extent otherwise explicitly set forth and mutually agreed in a Schedule); (ii) ten (10) days after the date upon which Trimble ships the Equipment applicable to such subscription to you, if applicable; or (iii) makes available the Service corresponding to such Subscription (the "Subscription Effective Date"), and terminates twelve, twenty-four, thirty-six, or sixty months from the first day of the month following the Subscription Effective Date, such 12, 24, 36 or 60 month period determined by reference to the Subscription Term set forth in the applicable Schedule(s).

(2) **Renewal Subscription Terms.** Upon expiration of the initial Subscription Term above or the then current renewal Subscription Term (as applicable), and/or unless the parties enter into a new agreement with respect to the Services or unless either party provides the other with written notice of its intent not to renew no less than thirty (30) days prior to the expiration date, the Subscription Term shall automatically renew for additional periods of one (1) month apiece, and (ii) either party may terminate the Subscription Term by providing the other party with written notice at least (30) days prior to the expiration of the initial Subscription Term or then current renewal Term, as applicable. Notwithstanding the foregoing and solely applicable to the following offerings and/or unless the parties enter into a new agreement with respect to the Services or unless either party provides the other with written notice of its intent not to renew no less than thirty (30) days prior to the expiration date, the Subscription Term applicable to Trimble Pulse Optimization Service and Trimble Paving Fleet Tracker Service offerings shall automatically renew for additional periods of one (1) year apiece, and (ii) either party may terminate such Subscription Term by providing the other party with written notice at least (30) days prior to the expiration of the initial Subscription Term or then current renewal Term, as applicable.

(3) **Early Termination Fee:** In the event you terminate the Service prior to the expiration of the applicable Subscription Term, ("Early Termination"), (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 5.b(3), you agree to pay to Trimble an early termination charge equivalent to the total monthly Service fee due pursuant to the applicable Schedule(s) for the remaining Subscription Term for each Subscriber (the "Early Termination Charge"). You acknowledge that (i) the monthly Service fee you agreed to in the applicable Schedule(s) reflected our expectation that you would use the Service 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. For the avoidance of doubt, the Early Termination Charge(s) shall not apply to Subscriptions under a month-to-month Term.

(c) **Wireless Data Plan Fees.** This Section 5(c) shall apply in the event you have purchased from Trimble one or more wireless data plans for use in conjunction with the Service (the "Data Plans"). You acknowledge that the monthly Service fees paid hereunder for the Data Plans shall entitle you to access and use said Data Plans for purposes of transmitting up to the maximum megabytes of data set forth in the applicable Schedule(s). In the event your usage in a given month exceeds such maximum usage, you may incur additional fees, pursuant to the applicable wireless carrier's standard billing rates. You shall be solely responsible for any charges or fees incurred in connection with its use of the Data Plans, including, but not limited to, any fees for overages invoiced by Trimble and/or the applicable wireless carrier.

(d) **Suspension of Service.** Trimble may suspend or restrict Service, without liability, if (i) you materially breach your obligations hereunder (provided, however, Trimble shall provide you with prior written notice of suspension by reason of the foregoing provision); (ii) Trimble determines in its sole discretion that the delivery of the Service or your use of the Service or Equipment is a threat to the normal operation of or otherwise compromises the Trimble network or any network used to provide the Service; or (iii) Trimble has reason to believe that you, any of your agents or any third party is abusing the Service or Equipment or using the Service or Equipment fraudulently or unlawfully. In the event Service is suspended (which suspension may be granted, conditioned or denied in Trimble's sole discretion), you will be billed a fee of one hundred fifty dollars (\$150.00) per unit of Equipment (or, solely as related to Trimble Pulse Optimization Service, \$150 per Subscriber) upon restoration of Service. You will be responsible to Trimble for any costs incurred (including attorneys' fees) as a result of misuse or fraudulent use of the Service. You agree not to resell or re-bill the Service provided to you to any other individual or entity.

(e) Trimble reserves the right to modify the general technical support services at any time without notice and in its sole discretion; provided, however, Trimble shall use commercially reasonable efforts not to modify its support for the Service in such a manner as to have a material adverse impact on Customer's use of the Equipment and/or Service purchased hereunder.

6. Customer Acknowledgements and Indemnification.

(a) **You expressly consent to the provision and collection of location-based services and information in connection with the Service.** You acknowledge that you shall clearly, conspicuously, and regularly notify all employees and other third parties that are subject to such collection that the location information generated by the location-based services incorporated into the Service may be accessed, used, or disclosed to you or your designee, and, further, that someone other than the such employee or third party may be able to identify his or her geographic location. YOU AGREE TO INDMENIFY AND HOLD TRIMBLE HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION (INCLUDING ALL ACTIONS BY THIRD PARTIES) ARISING OUT OF A BREACH OF THE OBLIGATIONS ENUMERATED IN THE FOREGOING SENTENCE. Further, you shall indemnify and hold harmless Trimble from any loss or damage to you or to any third party resulting from your misuse of the Service or breach of your duties, if any, and further agree to take those steps necessary to ensure that your use of thereof complies with applicable law and regulations.

(b) You acknowledge that (i) to the extent the Service is “unbundled”, Trimble is not responsible for the terms, conditions or obligations arising from agreements between you and any wireless or cellular network or airtime provider used in connection with the Service, including without limitation, any wireless data overage charges resulting from Customer’s use of a public network connection; (ii) Trimble assumes no responsibility for improper storage of data or information or delivery of messages except to the extent under Trimble’s direct control; (iii) you assume the entire risk in downloading or otherwise accessing any data, information, files or other materials obtained through use of the Service, even if you have paid for or otherwise been provided virus protection services from Trimble; (iv) functionality of the Equipment and/or Service is limited to and by the functionality and limitations of the global positioning system, wireless networks, carrier services, and the Internet; (v) depending upon the Equipment and Equipment configuration, the Service will go into a “sleep” mode after approximately four hours of non-use and will not operate until the ignition in the vehicle in which the applicable Equipment is installed is started; (vi) the Service does not collect and store data in real time and delays in receipt of data are normal; (vii) data produced by the service is capable of being intercepted by third parties without knowledge or permission from Trimble; (viii) certain items of Equipment, and those Services that correspond to, work in conjunction with or rely upon such items of Equipment, are not designed to operate under extremely hot or cold temperature conditions, such Equipment and Service may cease functioning properly or at all during periods of exposure to extreme temperatures, and such Equipment and Services may cease functioning permanently due to frequent or prolonged exposure to extreme temperatures (consult your User’s Guides and Administrator’s Guides for more information); (ix) Trimble is not responsible for any reduced functionality, inaccuracies or errors in the Equipment and/or Service to the extent caused by or attributable to any equipment not provided by or under the direct control of Trimble, including without limitation Customer’s cellular devices, and (x) THE SERVICE IS TO BE USED ONLY AS AN AID IN PLANNING, MONITORING AND REPORTING; AS WITH ANY MAPS OR DRIVING DIRECTIONS, YOU SHOULD ALWAYS RE-CHECK DIRECTIONS AND DRIVING CONDITIONS FOR ACCURACY AND CONFIRM THAT THE ROAD STILL EXISTS, BE AWARE OF CONSTRUCTION AND OTHER HAZARDS AND FOLLOW ALL SAFETY PRECAUTIONS AND LAW.

(c) You agree that you will not use any products or services purchased from Trimble for any unlawful, abusive or fraudulent purpose, including without limitation, using them in any way that: (i) interferes with the ability of Trimble to provide products and services to you or to its other customers; or (ii) avoids your obligation to pay fees when due. Unless expressly authorized by Trimble in writing, you will not create or use any software programs that automatically activate buttons on the Trimble website, and will not use, duplicate, or disclose any technical data, or any information on the construction or operation of the products and services purchased from Trimble for any purposes other than as set forth in these Terms of Use or applicable Schedule(s).

7. Software, Access to Service License.

(a) **“Software”** means any software product delivered by Trimble or made available to you, in object code only, in connection with any product or service purchased by you from Trimble. Any Software is delivered to you AS-IS and without warranty unless otherwise specified by Trimble writing. All references to the “purchase,” “sale” of or “selling” Software shall mean the granting of a license set forth in this Section. Subject to your continued payment of all fees, Trimble grants you, under Trimble’s intellectual property rights in and to the applicable Software, a limited, non-transferable, non-exclusive right and license, without the right to sublicense, to use the Software solely in conjunction with use of the products and services purchased from Trimble, in object code form only, and solely for your internal business purposes. The foregoing license shall not include any right to: (i) copy, reproduce, modify or create any derivative work of any Software; (ii) sell, rent, lease, loan, license, sublicense, provide, distribute or otherwise transfer any Software to any third party, even if you transfer to such third party the products and services purchased from Trimble that accompany such Software; (iii) use the Software for third-party training, commercial time-sharing or service bureau use; (iv) cause or permit the disassembly, decompilation, or reverse engineering of any Software or otherwise attempt to gain access to the source code of any Software; or (v) cause or permit any third party to do any of the foregoing. You receive no title or ownership rights to any Software by reason of the license(s) granted hereunder. Except for the licenses granted in this Section, all right, title and interest in the Software shall remain the exclusive property of Trimble or its licensors. All software licenses

are for Trimble Software only. You understand that any third party licenses necessary to run the Service are your responsibility. This includes, but is not limited to Oracle and SQL licenses.

(b) Subject to your compliance with this Agreement, the terms of the Service Subscription(s) and payment of all applicable fees, Trimble grants you a limited, non-exclusive, non-transferable, non-assignable license (without the right to sublicense) to access and use the Service solely for your internal business purposes and purposes otherwise consistent herewith. All rights not expressly granted to you herein are reserved by Trimble and its suppliers and licensors.

8. Coverage; Data Transmission and Use.

(a) Your use of products and services purchased from Trimble are dependent on the availability and coverage of wireless networks and the availability of positioning systems (for products and services requiring data transmission through wireless networks and use of positioning systems) and the Internet, which are owned and operated by third parties. Wireless coverage areas are approximate and do not cover significant portions of the United States. The accessibility of the Service requiring wireless networks and/or positioning systems is conditioned upon the availability of the wireless network and positioning system with which the Service is designed to operate. Wireless networks and coverage areas may be interrupted, terminated or restricted or the quality of the transmission may be diminished at any time. Actual coverage and operation of the Service may depend on system availability and capacity, system and equipment upgrades, repairs, maintenance, modifications and relocation, your equipment, terrain, signal strength, structural conditions, weather and atmospheric conditions, governmental regulations, suspected fraudulent activities, acts of God and other conditions beyond Trimble's reasonable control. Trimble will not be responsible for the unavailability, termination or performance degradation of or limits in wireless networks, wireless coverage, positioning systems or the Internet. **Unless an applicable Schedule indicates you have purchased a "bundled" service from Trimble, you shall be solely responsible for obtaining any wireless data transmission services, under service plan(s) and from such wireless carrier(s) as may be designated by Trimble, and for maintaining such data transmission services as long as you use the Service. In the event an applicable Schedule indicates you've purchased a "bundled" service from Trimble, you shall obtain such wireless data transmission services from Trimble. Trimble may request you change the wireless carrier or data transmission plan required to access and use the Service.**

(b) To the extent that you have any ownership or other interests in the data and information gathered from the Service and complimentary third-party services (collectively, "Data"), you hereby grant to Trimble, its dealers, its affiliates and their dealers, a non-exclusive, perpetual, worldwide, paid-up, and irrevocable license to use, process, manipulate and/or modify, copy, perform, compile and create derivative works from the Data, including using the Data for any business purpose, including for the analysis and improvement of Devices and other products or service capabilities. You hereby acknowledge and agree that Trimble and its affiliates may disclose to third parties (i) aggregate, anonymous data derived, compiled or otherwise drawn from the Data, so long as you and your Subscribers are not identifiable from the disclosed Data. You further consent to Trimble's, its affiliates', their subcontractors', its business partners and third party providers' disclosure of the Data or the Data imported from your Devices with that of other users of the Service to create aggregated data (the "Aggregated Data"), provided that neither you nor any of your designated Subscribers will be identifiable from any disclosed Data. All Data and information that is collected, transmitted, recorded, or accessed by or through the Service that is not Data identifiable to you and/or your Subscribers, and all data, reports, derivative works, compilations, modifications and other materials created from or with use of Data will be, in each case, the sole and exclusive property of Trimble; and you, on your behalf and on behalf of your Subscribers, hereby assign all of your and their right, title and interest, if any, in and to such items to Trimble without any fees and without rights to future royalties. In addition, if you grant separate permission to Trimble (e.g., opt-in) to share Data with a third party, then (i) Trimble may share Data with that third party, (ii) you hereby grant that third party a non-exclusive, perpetual, worldwide, paid-up, and irrevocable license to use, process, manipulate and/or modify, copy, perform, compile and create derivative works from the Data, including using the Data for any business purpose, including for the analysis and improvement products or services; and (iii) you agree that Trimble is not responsible for and has no liability for that third party's use of your Data.

(c) Once activated for use with the Service, your Devices and Equipment gather and transmit Data concerning those Devices and Equipment, their condition, operation and the uses to which they are put. Data may be transmitted and used for the following purposes: (a) providing Service to you; (b) checking or maintaining Devices supported by the Service; (c) monitoring a vehicle's location, operation, health or performance; (d) evaluating or improving the Service and/or other products and services; and (e) complying with legal requirements and valid court orders, as applicable. Trimble may also combine the Data imported from your Devices/Equipment with that of other users of the Service to create aggregated data ("**Aggregated Data**") for the principal purposes of tracking market trends and developing new or improved service offerings. We will not, however, link your Data with personally identifying information. Aggregated Data will, therefore, be anonymized and cannot be used to identify you or any other user of the Service. The Data is transmitted to Trimble or to one or more of its affiliates. We may transmit and share some or all of the collected Data with our dealer(s), our affiliates and their dealers, the manufacturer of your Devices and its dealers, and our business partners worldwide who provide the Services, Devices, Equipment or related products and services to you. We may transmit and share Aggregated Data with

other companies, governmental entities and business partners.

(d) If you purchased the Service bundled with VisionLink or any other service operated by Virtual Site Solutions LLC or its successors ("VSS") then you agree that (i) you authorize Trimble to, and that Trimble may, enable your VisionLink services to receive Data from Trimble; (ii) if you, Trimble, or any person acting on your behalf enables your VisionLink services to receive Data from Trimble, then Trimble may share Data with VSS; and (iii) that any Data shared with VSS will be governed by your agreement with VSS.

9. Disclaimers. TRIMBLE FURNISHES AND YOU ACCEPT THE SERVICE AND THE ASSOCIATED WEBSITES (INCLUDING INFORMATION AND MATERIALS THEREIN) ON AN "AS-IS, AS AVAILABLE" BASIS WITH NO OTHER REPRESENTATIONS AND WARRANTIES. TRIMBLE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE EQUIPMENT, SERVICE OR SOFTWARE, AND TRIMBLE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. TRIMBLE DOES NOT WARRANT THAT USE OF THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED. YOU HAVE NOT RELIED ON AND WILL NOT CLAIM THAT IT IS ENTITLED TO THE BENEFITS OF ANY REPRESENTATIONS, PROMISES, DESCRIPTION OF SERVICES OR OTHER STATEMENT NOT SPECIFICALLY SET FORTH IN THESE TERMS OF USE. CUSTOMER FURTHER AGREES THAT, IF THE SERVICES ARE USED TO TRACK THE LOCATION, PERFORMANCE, HEALTH AND STATUS OF CUSTOMER'S ASSETS OR PERSONNEL CUSTOMER IS SOLELY RESPONSIBLE FOR THE PROPER MAINTENANCE, OPERATION AND SUPPORT OF SUCH ASSETS. NOTWITHSTANDING CUSTOMER'S USE OF THE SERVICE AND REGARDLESS OF ANY INFORMATION PROVIDED THROUGH IT (WHETHER ACCURATE OR INACCURATE) REGARDING THE OPERATION, MAINTENANCE OR PERFORMANCE STATUS OF THE ASSETS, CUSTOMER ASSUMES ALL RISK RELATED TO THE PROPER OPERATION, SUPPORT AND MAINTENANCE OF SAID ASSETS. ACCORDINGLY, CUSTOMER IS RESPONSIBLE FOR ANY RISK OF LOSS FOR ANY ASSETS REQUIRED TO COMMUNICATE WITH OR THROUGH THE SERVICE, FROM ANY CAUSE, INCLUDING, WITHOUT LIMITATION, VEHICLE AND EQUIPMENT FAILURE, THEFT, FIRE, COLLISION, TAMPERING, AND VANDALISM. Trimble is not responsible for problems caused by changes made by you or a third party, problems with your computer hardware, operating systems, or operating characteristics, or for problems in the interaction of the hardware or software with non-Trimble software components. Nothing shall be construed as providing or intending to provide any limited warranties to any of your customer(s) or end users, except to the extent set forth in any applicable Schedule hereto. The Service and any modifications, alterations, additions or changes thereto, are not fault tolerant and are not designed, manufactured or intended for use in life support, emergency, mission critical or other ultra-hazardous activities ("High Risk Activities"). Trimble specifically disclaims any express or implied warranty of fitness for such High Risk Activities. You represent and warrant that you will not use, or permit to be used, the Service for such High Risk Activities, and agree to indemnify and hold harmless Trimble for any damages, liabilities or other losses resulting from such use.

10. Limitation of Liability. TRIMBLE SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, NOR FOR ANY LOSS OF BUSINESS, REVENUE OR DATA; INTERRUPTION OF BUSINESS; LOST PROFITS OR GOODWILL; INCREASED COSTS OF OPERATION; OR OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR UNDER THESE TERMS OF USE AND/OR ANY OF YOUR SCHEDULES, EVEN IF TRIMBLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. THE ENTIRE LIABILITY OF TRIMBLE AND THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE AND YOUR EXCLUSIVE REMEDY UNDER OR FOR BREACH OF THESE TERMS OF USE AND/OR ANY PRODUCT SCHEDULE(S) SHALL BE REFUND OF THE SERVICE FEES PAID FOR THE TWO MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, REGARDLESS OF ANY DEFECT IN THE EQUIPMENT, SERVICE, SOFTWARE, COMMUNICATIONS NETWORKS, OR NEGLIGENCE ON TRIMBLE'S PART, OR TRIMBLE'S SUBCONTRACTOR'S PART AND REGARDLESS OF THE CLAIM OR FORM OF ACTION. TRIMBLE SHALL NOT BE LIABLE FOR ANY DAMAGES IF THE TRIMBLE OFFERING IS INTERRUPTED, OF IF THERE IS A PROBLEM WITH THE INTERCONNECTION OR USE OF THE TRIMBLE OFFERING WITH THE SERVICES OR EQUIPMENT OF A THIRD PARTY, INCLUDING WITHOUT LIMITATION A WIRELESS CARRIER OR AN INTERNET SERVICE PROVIDER. THE LIMITATIONS IN THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, FRAUD, MISREPRESENTATION, OR OTHER LEGAL OR EQUITABLE THEORY. TRIMBLE SHALL NOT BE RESPONSIBLE FOR (A) ANY THIRD-PARTY CLAIMS AGAINST TRIMBLE THAT ARISE FROM OR RELATE TO YOUR USE OF ANY TRIMBLE OFFERING OR (B) ANY THIRD-PARTY CLAIMS AGAINST YOU. YOU ASSUME ALL RISK OF USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, THE RISK OF TRAFFIC ACCIDENTS WHILE USING THE SERVICE. THE SERVICE IS NOT GUARANTEED AGAINST EAVESDROPPERS OR INTERCEPTORS. YOU AGREE THAT TRIMBLE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR LACK OF PRIVACY OR SECURITY. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS TRIMBLE AND THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE FROM ANY LOSS, LIABILITY OR

DAMAGE, CONSEQUENTIAL OR OTHERWISE, OCCASIONED BY, GROWING OUT OF, OR ARISING FROM YOUR BREACH OF THESE TERMS OF USE, USE OR MISUSE OF THE SERVICE OR ANY OTHER ACT OR FAILURE TO ACT BY YOU, YOUR AGENTS OR EMPLOYEES. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

11. Carrier Services Requirements. You acknowledge that, in order to use a Service requiring wireless network coverage, you have purchased wireless data plan services (hereinafter "Carrier Services") provided by one of the following wireless carriers (each hereinafter a "Carrier") on one or more of the following wireless networks ("Carrier Network"), either directly from such Carrier or from Trimble as part of the Service. To the extent you receive the Carrier Service(s) specified from such Carrier(s) below, the following flow-down carrier requirements shall be applicable.

(a) For Carrier Services on the AT&T Wireless Network, Purchased by You from Trimble as Part of the Service:

1. CARRIER LIABILITY. YOU HAVE NO CONTRACTUAL RELATIONSHIP WITH CARRIER AND YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN TRIMBLE AND CARRIER. YOU UNDERSTAND AND AGREE THAT CARRIER SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU. IN ANY EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, YOUR EXCLUSIVE REMEDY FOR CLAIMS ARISING IN ANY WAY IN CONNECTION WITH TRIMBLE'S RESALE OF THE CARRIER SERVICES, FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF CARRIER SERVICES, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY YOU FOR THE CARRIER SERVICES DURING THE TWO (2) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE.

2. CUSTOMER INDEMNIFICATION. YOU SHALL INDEMNIFY AND HOLD HARMLESS CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH YOUR AGREEMENT WITH TRIMBLE OR THE USE, FAILURE TO USE, OR INABILITY TO USE THE TELEPHONE, DATA AND/OR MESSAGING NUMBER ASSIGNED FOR YOU TO OBTAIN ACCESS TO THE CARRIER SERVICE (HEREINAFTER, THE "NUMBER"), EXCEPT WHERE THE CLAIMS RESULT FROM CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF YOUR AGREEMENT WITH TRIMBLE.

3. PROPRIETARY RIGHTS. YOU HAVE NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTAND THAT ANY SUCH NUMBER CAN BE CHANGED FROM TIME TO TIME.

4. SECURITY. YOU UNDERSTAND THAT Trimble AND CARRIER CANNOT GUARANTY THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CARRIER SERVICES.

5. CARRIER SERVICE LIMITATIONS. YOU ACKNOWLEDGE THAT CARRIER SERVICES ARE MADE AVAILABLE ONLY WITHIN THE OPERATING RANGE OF CARRIER'S GSM/GPRS WIRELESS NETWORK. THE CARRIER SERVICES MAY BE TEMPORARILY REFUSED, INTERRUPTED, OR LIMITED BECAUSE OF: (A) FACILITIES LIMITATIONS; (B) TRANSMISSION LIMITATIONS CAUSED BY ATMOSPHERIC, TERRAIN, OTHER NATURAL OR ARTIFICIAL CONDITIONS ADVERSELY AFFECTING TRANSMISSION, AND OTHER CAUSES REASONABLY OUTSIDE OF CARRIER'S CONTROL; OR (C) EQUIPMENT MODIFICATIONS, UPGRADES, RELOCATIONS, REPAIRS, AND OTHER SIMILAR ACTIVITIES NECESSARY FOR THE PROPER OR IMPROVED OPERATION OF THE CARRIER SERVICES. CONNECTIONS MAY BE "DROPPED" (I.E., INVOLUNTARILY DISCONNECTED) FOR A VARIETY OF REASONS, INCLUDING, WITHOUT LIMITATION, ATMOSPHERIC CONDITIONS, TOPOGRAPHY, WEAK BATTERIES, SYSTEM OVERCAPACITY, MOVEMENT OUTSIDE A SERVICE AREA OR GAPS IN COVERAGE WITHIN A SERVICE AREA. NEITHER CARRIER NOR Trimble SHALL INCUR LIABILITY FOR ITS INABILITY TO PROVIDE ADEQUATE CARRIER SERVICES IF SUCH INABILITY IS DUE TO THE ABOVE LIMITATIONS OR TO CAUSES BEYOND THE REASONABLE CONTROL OF CARRIER.

6. ROAMING. CARRIER WILL PROVIDE THE SAME ACCESS TO ROAMING CAPABILITIES (INCLUDING "IN-AREA" ROAMING WHERE AVAILABLE) THAT IT MAKES AVAILABLE TO OTHER SIMILARLY SITUATED USERS OF CARRIER SERVICES, PROVIDED THAT EQUIPMENT WITH SIMILAR TECHNICAL CAPABILITIES AND PROGRAMMING IS USED BY SUCH OTHER USERS. THE AVAILABILITY OF ROAMING SERVICES, AND THE CHARGES FOR THOSE SERVICES, IS DEPENDENT IN PART ON THE TYPE OF EQUIPMENT USED BY THE END USER AND THE PROGRAMMING OF THAT EQUIPMENT. CARRIER AND Trimble MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY OR

QUALITY OF ROAMING SERVICE PROVIDED BY OTHER WIRELESS CARRIERS, AND CARRIER AND Trimble SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY ERRORS, OUTAGES, OR FAILURES OF ROAMING SERVICES PROVIDED BY OTHER WIRELESS CARRIERS. NEITHER CARRIER NOR Trimble SHALL HAVE ANY LIABILITY TO YOU REGARDING THE UNAVAILABILITY OR SUSPENSION OF ROAMING SERVICE BY OTHER WIRELESS CARRIERS.

7. DENY SERVICE LISTS. Carrier and Trimble reserve the right to deny Carrier Services at the point of activation to any the Equipment used by you to originate or receive wireless transmissions if such items of Equipment appear on Carrier's service deny lists. Carrier and Trimble shall have no liability to you for denial of Carrier Services for numbers appearing on Carrier's service deny lists, and, further, shall have no liability for failing to make a requested modification to a number appearing on Carrier's service deny lists.

8. USE OF EQUIPMENT. You shall only use Equipment authorized for use by Trimble in connection with the Carrier Services.

9. CUSTOMER COMPLIANCE WITH POLICIES. You will comply with such policies and procedures reasonably established by Carrier for obtaining numbers and for activating or deactivating Carrier Services, any of which may be modified by Carrier from time to time.

10. ACTS OF ABUSE OR FRAUD. You shall not commit any act of abuse or fraud in connection with its use or access to the Carrier Services. Such an act of abuse or fraud may include any of the acts set forth herein. You acknowledge that Trimble and/or Carrier may terminate the Carrier Services in the event you commit any such act of abuse or fraud in its use of or access to the Carrier Services.

- (i) Attempting or assisting another to access, alter, or interfere with the communications of and/or information about another wireless customer;
- (ii) Tampering with or making an unauthorized connection to the Carrier Network;
- (iii) Installing any amplifiers, enhancers, repeaters, or other devices that modify the radio frequencies used to provide the Carrier Service;
- (iv) Subscription fraud;
- (v) Using service in such a manner so as to interfere unreasonably with the use of services by one or more other wireless customers or to interfere unreasonably with Carrier's ability to provide service;
- (vi) Using Carrier Services to convey obscene, salacious, or unlawful information; or
- (vii) Allowing or facilitating a third party's unauthorized access to the Carrier Services.

(b) For Carrier Services on the Sprint PCS 1xRTT Network, Purchased by You from Trimble as Part of the Service:

1. SCOPE OF SERVICE. You acknowledge and agree that (a) the Carrier Services are available to compatible and Carrier-certified devices only, within the operating range of the Carrier Network; and (b) the Carrier Services may be temporarily refused, interrupted, curtailed or otherwise limited because of transmission limitations caused by any factor, including atmospheric, environmental or topographical conditions, facilities limitations or constraints, or facilities changes, modifications, updates, relocations, repairs, maintenance or other similar activities necessary for the proper or improved operation of the Carrier Network. Carrier's obligation to provide the Carrier Services is conditioned on Carrier's ability to obtain, retain and maintain suitable facilities and licenses. If Trimble or you create situations that cause highly concentrated usage in limited areas on the Carrier Network, you may encounter temporary capacity constraint related symptoms, such as excessive call blocking or call dropping. Carrier shall not be liable to you with respect to any claim or damage related to or arising out of or in connection with any such temporary capacity constraint, any coverage gap, or any temporary Carrier Service refusal, interruption, curtailment, or other limitation, to the extent any of the foregoing is the result of Trimble's or your excessive usage hereunder. Carrier is not responsible to you for any content, including information, opinions, advice, statement, or services that are provided by third parties and accessible through the Carrier Services, or any damages resulting therefrom. Carrier does not guarantee the accuracy, completeness, or usefulness of information that is obtained through the Carrier Services, and makes no representation or warranty regarding the provider, scope or nature of the content of services that we be available by default to you.

2. DEVICE COMPATIBILITY. You will only use devices in connection with the Carrier Services that (a) are compatible with the Carrier Services and Carrier Network; (b) comply with Carrier's requirements for compatibility of devices, including the successful completion of Carrier's certification process; and (c) comply with all applicable FCC or state or local legal requirements for compatibility with the Carrier Services and Carrier

Network. Your failure to comply with the foregoing provision may result in immediate termination of the Carrier Service. Carrier will not be responsible for the operation, testing, or maintenance of any devices.

3. EARLY TERMINATION OF CARRIER SERVICES. Carrier may terminate the Carrier Service immediately if Carrier ceases to be licensed by the appropriate federal, state or local governmental authorities to provide the Carrier Services in the geographic area in which the Carrier Services had been provided for your use.

(c) For Carrier Services on the Nextel iDEN Network, Purchased by You directly from Carrier:

1. TERMS OF RELATIONSHIP WITH CARRIER. You and Carrier shall enter into separate agreement(s) for the Carrier Services. In no event shall Trimble be liable for any term, condition, obligation, or breach thereof or thereunder. Trimble is not a third party beneficiary of any agreement between you and Carrier, and you understand and agree that Trimble shall have no legal, equitable, or other liability of any kind to you in connection with the Carrier Services or the agreement(s) pertaining thereto.

2. DISABLING ACCESS. Carrier reserves the right to deny access to and use of Carrier Services and Carrier Network in the event Carrier determines, in its sole discretion, that continued use of the Service is causing or likely to cause disruption or interference with the Carrier Network or Carrier Services, or their use by other third parties. You agree that Carrier shall have no liability for denying such access or use of the Carrier Services or Carrier Network.

3. USE OF TRADEMARKS AND TRADE NAMES. You agree that it shall not use, copy, alter, or reproduce any trademark, trade name, or service mark (registered or unregistered) of Carrier without first obtaining both Carrier's prior written consent. Further, you shall not intentionally engage in conduct that degrades or misrepresents Carrier's trade name(s) or service (including but not limited to the Carrier Services) in any way.

(d) For Carrier Services on the TELUS Mobility iDEN Network, Purchased by You directly from Carrier:

1. TERMS OF RELATIONSHIP WITH CARRIER. You and Carrier shall enter into separate agreement(s) for the Carrier Services. In no event shall Trimble be liable for any term, condition, obligation, or breach thereof or thereunder. Trimble is not a third party beneficiary of any agreement between you and Carrier, and you understand and agree that Trimble shall have no legal, equitable, or other liability of any kind to you in connection with the Carrier Services or the agreement(s) pertaining thereto.

2. NETWORK "AS-IS". The Carrier Services on the Carrier Network are provided on an "as is" and "as available" basis. Use of the Carrier Services is at your sole risk. Carrier does not guarantee timely, secure, error-free or uninterrupted service or receipt of material or message transmitted over or through Carrier Network or the networks of other companies or in respect of the Internet. The Carrier Services on the Carrier Network may fail or be interrupted for reasons including, but not limited to, environmental conditions, technical limitations, defects or failures, limitations or the systems of other telecommunications companies, emergency or public safety requirements, or causes beyond Carrier's reasonable control. Carrier disclaims all liabilities, warranties and conditions (express, implied, or statutory) relating to the Carrier Services on the Carrier Network, and any phone.

3. PRIVACY POLICY. Your use of the Carrier Services and access to the Carrier Network shall conform to the standards, terms, and conditions set forth in Carrier's privacy policy, which can be found at www.telusmobility.com.

(e) For Carrier Services on the Verizon Network Purchased by You from Trimble as Part of the Service:

CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN TRIMBLE AND THE UNDERLYING CARRIER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

12. Third-Party Feature Requirements; Third Party Tablets.

(a) For Map Features from Navteq. As part of the Service, Trimble has licensed, and, pursuant to these Terms of Use, sublicenses to you for your use, certain map data (the "Data") from NAVTEQ NORTH AMERICA, LLC ("NAVTEQ"). The Data is provided for your personal, internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you:

1. Personal Use Only. You agree to use this Data together with the Services for the solely personal, non-

commercial purposes for which you were licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, you may copy this Data only as necessary for your personal use to (i) view it, and (ii) save it, provided that you do not remove any copyright notices that appear and do not modify the Data in any way. You agree not to otherwise reproduce, copy, modify, decompile, disassemble, create any derivative works of, or reverse engineer any portion of this Data, and may not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws.

2. Restrictions. Except where you have been specifically licensed to do so by Trimble, and without limiting the preceding paragraph, you may not (a) use this Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

3. Warning. The Data 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.

4. No Warranty. This Data is provided to you “as is,” and you agree to use it at your own risk. Trimble and its licensors (and their licensors and suppliers) make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this Data, or that the Data or server will be uninterrupted or error-free.

5. Disclaimer of Liability. TRIMBLE AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) SHALL NOT BE LIABLE TO YOU: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE INFORMATION; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THIS INFORMATION, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF TRIMBLE OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to you.

6. Export Control. You agree not to export from anywhere any part of the Data provided to you or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations.

7. Entire Agreement. These terms and conditions constitute the entire agreement between Trimble (and its licensors, including their licensors and suppliers) and you pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between us with respect to such subject matter.

8. Governing Law. The above terms and conditions shall be governed by the laws of the State of Illinois, without giving effect to (i) its conflict of laws provisions, or (ii) the United Nations Convention for Contracts for the International Sale of Goods, which is explicitly excluded. You agree to submit to the jurisdiction of the State of Illinois for any and all disputes, claims and actions arising from or in connection with the Data provided to you hereunder.

(b) For Certain Features from MicroStrategy. As part of the GeoManager Service and its related offerings, Trimble has licensed, and, pursuant to these Terms of Use, sublicense to you for your use, certain features from MicroStrategy. These features are copyrighted and proprietary materials of MicroStrategy that are obtained under license from MicroStrategy. MicroStrategy disclaims (i) all liability for damages, whether direct or indirect, incidental or consequential, arising in connection with these Terms of Use and (ii) any warranty of any kind directly to you, including any warranty of performance, merchantability, fitness for a particular purpose and non-infringement.

(c) Telvistar Features. For Certain Features from Position Data. Agreeing to purchase Data Integration with Telvistar constitutes Customer’s agreement to the Telvistar Terms and Conditions available at <http://telvistar.com/terms.htm>.

(d) Third Party Tablets. Customer acknowledges that any Samsung Galaxy Tablets purchased from Trimble under this Agreement are manufactured by a third party SAMSUNG (“Third Party Tablet”). Notwithstanding any other term of this

Agreement or any applicable Master Purchase Agreement or equivalent, (i) the "Warranty Period" for such Third Party Tablet means ninety (90) days commencing from the earlier of the date of installation or thirty (30) days from the date of shipment by Trimble; and (ii) Trimble's sole responsibility under such Third Party Tablet Limited Warranty shall be, at Trimble's discretion, to either repair or replace non-conforming Third Party Tablet (with same or substantially functionally similar products) and about which you provide notice during the applicable Warranty Period. The Warranty Procedures as set forth in Section 4(d) of this Agreement shall apply to Third Party Tablet(s). Customer further acknowledges that, except to the extent specifically set forth in connection with Trimble's foregoing Third Party Tablet Limited Warranty obligations and notwithstanding anything in this Agreement or any applicable Master Purchase Agreement or equivalent, Trimble accepts no liability for Customer's use of the Third Party Tablet in connection with Customer's use of such Third Party Tablet, except to the extent caused by Trimble's gross negligence or willful misconduct.

(e) **Drivewyze PreClear Services and Software**. As part of the Service, if you have acquired PreClear Services and Software from Trimble, Trimble has licensed from Drivewyze Inc. ("Drivewyze") and, pursuant to these Terms of Use, sublicenses to you for your use, PreClear Services and Software. During the Term of the Agreement, Drivewyze shall provide to Customers and End Users, as applicable, the PreClear Services and related Software as set forth in the applicable Product Schedule ("Drivewyze Services"). Any and all notifications, communications, and support questions and requests with respect to this Agreement should be directed to Trimble, unless Customer has acquired Services directly from Drivewyze. An "End User" means either an individual that directly contracts for access to and use of the Software and Services, or an individual that is a Representative (as defined below) of a Customer that accesses or uses the Drivewyze Services. In connection with the Drivewyze Services, the following additional terms shall apply:

1. **Customer Obligations**. Customer shall ensure that all End Users who receive the Software or Services through Customer are provided with and agree to this EULA. Customer shall use commercially reasonable efforts to cause its End Users to comply with this EULA, and shall enforce the provisions of this EULA against its End Users. Customer shall immediately relay all disputes and notices received from Drivewyze to the End Users as requested by Drivewyze, and immediately provide Drivewyze with a copy of all dispute and notices received from its End Users.

2. **Acceptable Use**. Registration Data; Customer Access Information. Except as otherwise agreed in writing by Drivewyze, Customer shall cause each of its End Users to agree to: (i) obtain permission from a vehicle lessor to electronically screen the vehicle credentials when the Customer is leasing a vehicle in which Software has been downloaded to a device; (ii) use the lanes designated as Drivewyze lanes, where available, and obey all applicable laws, regulations and guidance in the use of the Software and Services; (iii) notify Drivewyze and Trimble of any message conflicts from an alternate in-cab transponder so that they can be resolved in the Drivewyze system; (iv) report to Drivewyze and Trimble in a timely manner any changes relevant to account, vehicle or fleet information; (v) use the Software or Services only in vehicles registered with Drivewyze and on devices owned or controlled by Customer; (vi) keep Drivewyze and Trimble updated with all information regarding all vehicles permitted for driving under the Customer's Department of Transportation ("DOT") number, and notify Drivewyze and Trimble immediately if a vehicle is no longer approved or driving under the DOT number;; and (vii) Not to perform or attempt to perform any actions that would interfere with the proper working of the Software or Services or impose an unreasonable or disproportionately large load on Drivewyze's infrastructure. Customer must provide true, accurate, current and complete information as prompted by the interview sign-up process or as requested by Trimble (the "Registration Data") and maintain and immediately update the Registration Data to keep it accurate, current and complete. If Customer provides any Registration Data that is inaccurate, not current or incomplete, or there are reasonable grounds to suspect is inaccurate, not current or incomplete, and Customer has not corrected or verified the Registration Data within thirty (30) days of receiving notice of the same, Drivewyze or Trimble may, in their sole discretion, suspend or terminate Customer's account and refuse any and all current or future access to and use of the Software or Services (or any portion thereof). "Customer Access Information" means Licensee's access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by Customer to access the Software, Services and Customer's financial institution accounts. Customer is solely responsible for: (i) maintaining the confidentiality and security of Customer Access Information within its control. Customer will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Customer Access Information. Any Communications received through use of the Customer Access Information are deemed to be sent or authorized by Customer. Customer agrees to immediately notify Trimble in writing via email if Customer becomes aware of any loss, theft or unauthorized use of any Customer Access Information. The right to deny Customer access to the Software or Services (or any part thereof) is reserved if it is reasonably believed that any loss, theft or unauthorized use of Customer Access Information has occurred e. Customer must inform Trimble of, and hereby grants to Drivewyze permission to use, Customer Access Information to enable the provision of the Services to Customer, including updating and maintaining event data ("Event Data"), addressing errors or service

interruptions, and to enhance the types of data and services that may be provided to Customer in the future. Drivewyze will treat this information consistent with the manner it protects its own confidential information.

3. Improvements. To the extent Licensee creates any alterations, modifications, improvements or derivatives of any of the Services or Software (“Improvements”), Licensee hereby assigns and agrees to assign all right, title and interest in such Improvements to Drivewyze, including but not limited to all intellectual property rights in or to such Improvements.

4. Data Retention. Drivewyze routinely retains Customer data regarding Customer’s fleet operation, vehicles and operators. This data is retained with Customer’s consent for the purpose of maintaining the operation of the Drivewyze service for Customer vehicles; for analysis and reporting; and for routine troubleshooting. Drivewyze agrees that data retained for these purposes will be kept for, at most, the trailing 12 month period and that after 12 months, Customer data will be promptly deleted from Drivewyze systems.

5. Indemnification. Customer shall defend, indemnify, and hold Drivewyze, Reseller and their Representatives harmless from and against any Claim arising from: (i) bodily injury, including death, to any person or persons caused by the negligence of Customer, or their respective Representatives, as applicable; (ii) damage to or destruction of any property, including loss of use thereof and damage to the environment, caused by the negligence of Customer, or their respective Representatives, as applicable; (iii) any services or work performed by Customer, or their respective Representatives, as applicable; (iv) any warranty or representation concerning the Services made by Customer, or their respective Representatives, as applicable; (v) any failure by Customer to comply fully with Section 13(d)(2) above; (vi) tickets, penalties or accidents arising from the use of vehicles by their End Users; or (vii) any allegation that services or products used by Customer (not provided by Drivewyze or Trimble as the case may be) as applicable, or their combination or use with the Software or Services infringes or misappropriates a third party’s intellectual property rights.

6. Confidentiality and Privacy. For the purposes of this Section 12(d) and otherwise subject to Section 13 of this Agreement, Confidential Information of Drivewyze shall be deemed to include information relating in any way directly or indirectly to Drivewyze’s business disclosed to or otherwise obtained by Customer or its Representatives during the Term (whether or not marked “confidential” or “proprietary”). Drivewyze shall comply with and have the rights set out in the Privacy Policy found at www.Drivewyze.com. Customer hereby authorizes, waives rights, and grants a waiver, and agrees to cause its End Users to authorize, waive rights and grant a waiver to Drivewyze (and Trimble on Drivewyze’s behalf) to enable it to collect, disclose and use information required to support or permit the provisioning of the Services, including without limitation information regarding registrations, permits, licenses, inspections, taxes, credentials, fleets, End Users, and registered vehicles (“Waived Information”) or other information necessary to provide the Drivewyze Services and Software. Customer authorizes and provides a waiver for third party providers, and shall cause its End Users to release without restriction or liability all such Waived Information to Drivewyze and Trimble, and for Drivewyze and Trimble to provide such Waived Information to government agencies, leasing companies, third party credential processors, and/or other third party service providers (“Third Party Providers”). Customer agrees to provide, and cause its End Users to provide the Authorization and Waiver and additional authorizations or waivers required by Third Party Providers to enable access to Waived Information and other information related to the provision of Services. Customer expressly authorizes Drivewyze to generate an Authorization and Waiver document in Customer’s name, and shall cause its End Users to expressly authorize Drivewyze to generate an Authorization and Waiver document in the End User’s name.

7. General. Notices under this Agreement from Drivewyze shall be sent via email to the Customer at the email address provided by Customer when downloading the Software. The email address for the Customer or End User, as applicable, shall be set out in the Service Agreement, and End User agrees that Drivewyze may send notices to End Users to the attention of the Customer, as applicable. The terms and conditions of this Section 13(d) shall be governed by laws of the State of Delaware, without regard to its choice of law or conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods is disclaimed and does not apply. The parties hereby attorn and submit to the exclusive jurisdiction and venue of the courts located in the State of Delaware. Neither Drivewyze nor Trimble shall be liable for failures or delays in performing its obligations arising from any cause beyond its reasonable control, including but not limited to, acts of God, and in the event of any such delay the time for performance shall be extended for a period equal to the time lost by reason of delay. Each party acknowledges that any breach of its obligations under the Agreement with respect to the intellectual property rights, proprietary rights or confidential information of the other party will cause such party irreparable injury for

which damages will be inadequate remedies at law, and such party will be entitled to seek injunctive or other equitable relief.

8. Florida Agricultural Inspection Site Usage Important Notice and Additional Terms. Customers may opt in for an additional feature of the Service, for no additional charge, that allows Customer to be eligible to participate and receive bypasses at Florida Agriculture Sites. By entering into an Agreement for the provision of Drivewyze Services, Customer agrees to the program criteria for the vehicle being driven, and must comply with all statutes and rules in order to participate as outlined in Chapter 570 of Florida Statutes and Rule 5A-16.005. Customers who fail to stop and submit to agriculture inspections when required by law are subject to administrative and criminal penalties. Customers who fail to comply with the program criteria or otherwise violate the governing laws are subject to loss of participation in the pre-clearance program. By entering into an Agreement for the provision of Drivewyze Services, the Customer and ultimate transporter of the vehicle being driven hereby:

(i) Agrees to directly provide to the Florida Department of Revenue when notified, all Florida destination bills of lading in an approved electronic format. This includes bills of lading for shipments that originated outside Florida that are delivered to a final destination in Florida. These electronic bills of lading must be submitted on a calendar quarter basis, unless an alternative reporting cycle is approved in writing by the Florida Department of Revenue. This data must be received by the Florida Department of Revenue within 30 days after the end of each quarter.

(ii) Shall be engaged primarily in the transportation of commodities other than commodities over which the Florida Department of Agriculture and Consumer Services (FDACS) exercises regulatory authority. Customers who routinely or regularly transport agricultural, horticultural, aquaculture, livestock or other commodities over which FDACS exercises regulatory authority are ineligible to participate in the pre-clearance program.

(iii) Understands that enrollment in the Service does not preclude any FDACS representative from inspecting the cargo, or absence thereof, regular manifest and/or other bills of lading of all vehicles at all Florida terminals or drop sites any time, as provided by Florida Statutes.

(iv) Agrees that each and every truck shipment which contains or includes agricultural, horticultural, aquaculture, livestock or other commodities over which FDACS exercises regulatory authority will voluntarily stop at all agricultural inspection stations and declare such commodities even when enrolled in the Service.

(v) Understands that all vehicles enrolled in the pre-clearance program approaching a specified agricultural inspection station may be randomly selected and routed into the inspection station.

9. Support and Communications. Except to the extent otherwise specifically set forth herein, any and all notifications, communications, and support questions and requests with respect to the Drivewyze Services or these terms and conditions should be directed to Trimble.

(f) Video Intelligence. As part of the Service, if you have acquired Video Intelligence Equipment and Service ("Video Intelligence Products") from Trimble, the following additional terms shall apply:

1. Definitions. The following definitions shall apply to this Agreement:

"**PeopleNet**" means PeopleNet Communications Corporation, a Trimble company and corporate Affiliate and the provider of the Video Intelligence Products.

"**Device Software**" means both (a) firmware or other software pre-installed on an onboard digital video recorder ("DVR") sold to Customer, and (b) software of PeopleNet or its licensors that may be later loaded to such DVR. Customer shall not remove Device Software from a Video Intelligence Product. The restrictions on use of Device Software set forth in this Agreement shall be binding upon and apply to any subsequent purchaser of a DVR.

2. Customer shall generate unique login credentials for each user, shall keep all login credentials confidential, and shall not share login credentials between employees, representatives or other personnel. Customer will immediately notify Trimble if it believes any login credentials for its employees, representatives or other personnel has been disclosed or compromised, and will hold Trimble and PeopleNet harmless from and against any unauthorized and/or harmful access to its accounts(s) and/or data using login credentials issued to or by Customer. Customer acknowledges that data is purged from the Video Intelligence Service in accordance with its data retention policy, and that Customer is solely responsible for archiving data if deemed necessary by it prior to

the end of the service data retention period or prior to termination or expiration of the Agreement, whichever occurs first.

3. Customer is granted a revocable, non-exclusive sublicense to use the cellular number assigned to the DVR solely for communicating with the Video Intelligence service. Customer warrants and covenants that it shall not remove the SIM card installed in a DVR. Customer shall not program a number into a Video Intelligence Product other than, and shall not alter, the number assigned to that DVR by PeopleNet. Customer is solely responsible for codes or passwords that may be required for the use of the DVR, and for all cellular charges incurred. Cellular communications are susceptible to interception by third parties, and neither PeopleNet nor Trimble guarantees the privacy of your communications through DVRs. Trimble and PeopleNet shall have the right to intercept and disclose your communications through Video Intelligence Products solely to protect Trimble and PeopleNet's rights or property or as required by law or legal process. Cellular numbers are susceptible to fraud and theft by third parties, and Trimble and PeopleNet do not provide any guarantee against fraudulent use of such numbers. Customer shall notify Trimble immediately upon discovery of any theft or fraudulent use of such numbers. Customer acquires no proprietary interest in the cellular numbers assigned by PeopleNet. Customer agrees to hold Trimble and PeopleNet harmless from and against any damages arising through fraudulent use of such numbers.

4. Notwithstanding anything in this Agreement to the contrary, Customer hereby grants to Trimble and PeopleNet a perpetual, irrevocable right to anonymize device data and other data provided to us by Customer in connection with Customer's use of Video Intelligence Products; to aggregate the same with data from other sources; and to use such aggregated and anonymized data, as well as data regarding Customer's use of the Video Intelligence service, software and services and summary or derivative information based thereon, for Trimble, PeopleNet and their affiliates' analytical and other business purposes, provided that Customer will not be identified as the source of such information.

5. Customer shall indemnify, protect, defend, and hold PeopleNet and Trimble harmless from and against any and all costs, claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or resulting from (i) any actual or alleged use or modification by Customer of a Video Intelligence Product in violation of applicable laws, rules, regulations, codes or ordinances, in breach of this Agreement, or in any manner not authorized by this Agreement, (ii) Customer's fraudulent use of the cellular number(s) assigned to a Video Intelligence Product, or (iii) any accident in which one of Customer's vehicles is involved in which Video Intelligence hardware is installed.

6. Trimble and PeopleNet shall be entitled to disclose Client data collected or captured by the Video Intelligence Product if required pursuant to judicial, governmental or administrative process, requirement, order or disclosure demand.

7. Use of the Video Intelligence Service to record video of traffic and collect data of drivers must comply with all applicable laws, rules, regulations, codes and ordinances of the country of use, including without limitation those relating to data protection and data privacy (collectively, "**Applicable Laws**"). CUSTOMER IS FULLY AND SOLELY RESPONSIBLE FOR EVALUATING THE SUITABILITY OF THE VIDEO INTELLIGENCE SERVICE AND VIDEO EQUIPMENT UNDER APPLICABLE LAWS AND FOR USE OF THE VIDEO INTELLIGENCE SERVICE AND VIDEO EQUIPMENT IN COMPLIANCE WITH ALL APPLICABLE LAWS. Trimble and PeopleNet do not guarantee that recordings and data collected through the Video Intelligence service will be admissible in court or accepted by insurance companies or other third parties.

8. THE DVR WRITES TO A HIGH-ENDURANCE INDUSTRIAL SECURE DIGITAL (SD) OR MICROSD MEMORY CARD SPECIFICALLY FORMATTED FOR THE DVR. MEMORY CARDS NOT PURCHASED DIRECTLY FROM FSM ARE NOT SUPPORTED. USE OF SUCH CARDS IS AT CUSTOMER'S OWN RISK AND WILL VOID THE EQUIPMENT WARRANTY. THE VIDEO INTELLIGENCE SERVICE READS AND WRITES TO MEMORY CARDS ON A NEAR-CONTINUOUS BASIS AND MAY RESULT IN SHORTER OPERATIONAL LIFETIMES; CUSTOMER IS RESPONSIBLE FOR MONITORING CARD USAGE AND REPLACING MEMORY CARDS WHEN NECESSARY, AND FOR SECURING AND/OR WIPING DATA FROM REMOVED CARDS.

9. CUSTOMER AGREES AND ACKNOWLEDGES THAT EQUIPMENT, CABLES, ACCESSORIES AND PARTS MAY BE DISCONTINUED WITH OR WITHOUT WARNING, THAT VIDEO INTELLIGENCE PRODUCTS MAY NOT BE AVAILABLE IN QUANTITIES DESIRED OR ORDERED, AND THAT FUTURE VERSIONS OF VIDEO INTELLIGENCE PRODUCTS MAY NOT BE BACKWARDS COMPATIBLE WITH EXISTING CABLES, MOUNTS AND OTHER ACCESSORIES. VEHICLE MOUNTING LOCATION AND SURROUNDING MATERIALS MAY IMPACT GPS AND CELLULAR RECEPTION. CUSTOMER FURTHER ACKNOWLEDGES THAT PRODUCT MANUFACTURERS, INCLUDING TRIMBLE AND PEOPLENET, MAY DISCONTINUE PROVIDING SOFTWARE

OR FIRMWARE UPDATES IN THE FUTURE AND THAT NEW FEATURES AND FUNCTIONALITY MAY NOT BE AVAILABLE THROUGH OR COMPATIBLE WITH DISCONTINUED PRODUCTS OR PRODUCTS THAT ARE NOT RUNNING CURRENT SOFTWARE AND FIRMWARE. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING FEES CHARGED

10. Customer agrees and acknowledges that PeopleNet is a third-party beneficiary to this Agreement, is entitled to the rights and benefits hereunder, and shall be entitled to enforce the provisions hereof as if it were a party hereto.

13. Confidentiality.

(a) Confidential Information. "Confidential Information" of a party shall mean any information disclosed by that party to the other pursuant to this Agreement or pursuant to any Product Schedule hereunder which is in written, graphic, machine readable or other tangible form and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature. Confidential Information may also include oral information disclosed by one party to the other pursuant to this Agreement or any Product Schedule hereunder, provided that such information is designated as confidential at the time of disclosure and is reduced to writing by the disclosing party within a reasonable time (not to exceed thirty (30) days) after its oral disclosure, and such writing is marked in a manner to indicate its confidential nature and delivered to the receiving party. The terms and conditions of this Agreement and of each applicable Product Schedule shall be considered Confidential Information of Trimble.

(b) Nondisclosure. Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except as set forth herein, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each of the parties shall use at least the same degree of care that it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party under this Agreement, which shall in no event be less than reasonable care. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information.

(c) Exceptions. Notwithstanding the above, neither party shall have liability to the other with regard to any Confidential Information of the other which the receiving party can prove: (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure; or (iii) is disclosed with the prior written approval of the disclosing party; provided, however, that the receiving party shall provide prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Notwithstanding anything in this Agreement or any applicable Product Schedule to the contrary, Trimble may disclose to you any Confidential Information of any your affiliates under any applicable Product Schedule between Trimble and such affiliate, without liability or obligation hereunder.

(d) Legally Required Disclosure. Disclosure of any Confidential Information by a receiving party hereunder shall not be precluded if such disclosure is required by the receiving party pursuant to court or administrative order, but only to the extent required and provided that the receiving party in each instance before making such disclosure first (i) promptly upon receipt of such order notifies the disclosing party of such order; and (ii) reasonably cooperates with the disclosing party in making, if available under applicable law, a good faith effort to obtain a protective order or other appropriate determination against or limiting disclosure or use of the Confidential Information, at no cost to the receiving party.

14. Intellectual Property. All right to the intellectual property whether relating to the Equipment, Software, or the Service provided are the sole property of Trimble or its licensors and are protected by worldwide copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. All rights not expressly granted under these Terms of Use are reserved and retained by Trimble and its suppliers.

(a) Indemnification. Trimble, at its own expense, shall indemnify and hold you harmless from and against any finally adjudicated loss, damage, liability or expense on account of any claim(s), and shall defend any suit and dispose of any claim(s) or other proceedings, arising from an allegation that your use of Equipment and/or Service in accordance with these Terms of Use infringes any United States patent, copyright, or other proprietary right. In the event that the Equipment or Service is, or in Trimble's opinion is likely to be, enjoined due to the type of infringement described in this Section 14(a), Trimble, at its option and expense, may: (i) procure for You the right under such patent or copyright to use the infringing Equipment or Service; (ii) modify the infringing Equipment or Service so that they become non-infringing; (iii) replace the infringing Equipment or Service with functionally equivalent non-infringing products or services; or (iv) if Trimble determines that the foregoing alternatives are not reasonably available, accept return of the infringing Equipment

or cancellation of the infringing Service, or applicable part thereof, and refund the aggregate payments paid for such Equipment less an amount equal to the total purchase price for such Equipment multiplied by the percentage of the Subscription Term relating to the returned Equipment that had elapsed as of the date of return of such Equipment. Trimble shall not be liable for any costs or expenses incurred without its prior written authorization.

(b) Exceptions. Notwithstanding the provisions of Section 14(a) above, Trimble shall have no liability to the extent that any claim or action would have been avoided but for: (i) the combination, operation or use of the Equipment or Service with any other product(s) or service(s) not provided by Trimble, (ii) modification of the Equipment or Service after delivery by Trimble, unless such modification is performed by Trimble or a duly-authorized Trimble agent and authorized in advance in writing by Trimble, or (iii) incorporation of the Equipment or Service into any of your own product(s) or service(s).

(c) Entire Liability. THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF TRIMBLE AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY ALLEGED INFRINGEMENT OF ANY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER INTELLECTUAL PROPERTY RIGHTS BY THE EQUIPMENT OR SERVICE, OR ANY PART THEREOF.

(d) Procedure. Trimble's indemnification obligations under the Intellectual Property section shall be subject to and conditioned upon you: (i) giving Trimble sole control of any such claim, suit or proceeding or settlement negotiations; (ii) notifying Trimble promptly in writing of such claim, suit or proceeding and giving Trimble authority to proceed as contemplated herein; (iii) at Trimble's reasonable expense, giving proper and full information and assistance to settle and/or defend any such claim, suit or proceeding; and (iv) agreeing not to enter into any settlement of such claim, suit or proceeding.

15. General

(a) Each party represents and warrants to the other party that such party has the full corporate right, power and authority to enter into these Terms of Use and every Schedule hereunder, and to perform the acts required of it hereunder. You shall comply with all applicable federal, state, local and foreign laws and regulations. You agree that you shall not (directly or indirectly) export, re-export, import, transfer, or divert the Equipment, Services or Confidential Information in whole or in part (i) without all necessary authorizations required by law, or (ii) to any prohibited destination or to any prohibited person, entity or end user as specified by U.S. export control laws. Current information regarding the export regulations of the United States may be found through the Department of Commerce Bureau of Industry & Security website at <http://www.bis.doc.gov/>. You agree to comply with all applicable local laws of the jurisdictions in which you conduct your business, including the laws and regulations of the United States and of other jurisdictions (national, state and local) to the extent that they may govern Customer's use of the Equipment, Services and Confidential Information and performance of your other activities under this Agreement. Without limiting the generality of the foregoing, you agree to comply with the United States Foreign Corrupt Practices Act of 1977 as amended pursuant to the 1988 Amendments and the International Anti-Bribery and Fair Competition Act of 1998), and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions as described at <http://www.usdoj.gov/criminal/fraud/fcpa/> and http://www.oecd.org/document/21/0,3343,en_2649_34859_2017813_1_1_1_1,00.html, respectively. You will indemnify and hold Trimble harmless for all costs, damages, fines, or other expenses and liabilities (including attorney fees) incurred by Trimble arising from your failure to comply with the terms of this provision, which shall also be considered a material default hereof entitling Trimble to immediately terminate this Agreement in addition to any other remedy available at law or equity. Your obligations under this provision shall survive the termination of this Agreement for any reason whatsoever.

(b) These Terms of Use do not apply to the sale of goods under U.S. Government Contract Regulations, regardless of whether such provisions are on any purchase order. In the case of a government contract, the applicable government regulations shall be only those which are mandatory for Trimble under U.S. Government Federal Acquisition Streamline Act provisions as a subcontractor and which have been agreed to by Trimble in a rider or amendment to the applicable Schedule. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Service.

(c) All Schedules and these Terms of Use shall be construed in accordance with the laws of the State of California, U.S.A., without regard to provisions on the conflicts of laws. You hereby consent to the exclusive jurisdiction of, and venue in, the state and federal courts of Santa Clara County, California, U.S.A. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. 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 THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(d) If one or more provisions of any Schedule(s) or these Terms of Use are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually

agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded, (ii) the balance of the terms shall be interpreted as if such provision were so excluded and (iii) the balance of the agreement between the parties shall be enforceable in accordance with its terms. Any waiver by either party of a breach of any term or provision will not operate as or be construed to be a waiver of any other breach of that or any other term or provision.

(e) The relationship of the parties shall be only that of independent contractors. Nothing in these Terms of Use or any of your Schedules shall be construed so as to deem a party, or any of its employees, agents, successors or assignees thereof, as an employee, partner or agent of the other party, and neither party shall hold a party out as such. These Terms of Use or any Schedule hereunder may not be assigned in whole or in part by you to any other entity without Trimble's written consent, which may be withheld in Trimble's sole discretion. Trimble reserves the right to assign, delegate, or subcontract any of its rights and/or obligations hereunder to any third party.

(f) Notwithstanding anything else in these Terms of Use or any Schedule hereunder, no default, delay or failure to perform on the part of Trimble shall be considered a breach of your agreement with Trimble hereunder if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of Trimble, including without limitation, failure of a positioning system or wireless or power network or the Internet, strikes, lockouts or other labor disputes, riots, civil disturbances, embargoes, actions or inactions of governmental authorities, carriers or suppliers, epidemics, war, terrorism, severe weather, flood, fire, earthquakes, explosions, volcanic activities, acts of God or the public enemy, nuclear disasters, or default of a common carrier. All provisions of the Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

(g) You shall not export, directly or indirectly, any item covered by these Terms of Use and/or any Schedule to any country in violation of any law or regulation, including without limitation any law or regulation of the U.S. Government or any agency. You are solely responsible for complying with all applicable export and import regulations and obtaining all necessary export and import licenses or permits for the direct or indirect export or import of any item. You will defend, indemnify and hold Trimble harmless against any liability (including attorneys' fees) arising out of your failure to comply with the terms of this paragraph.

(h) If any aspect of any the Service becomes the subject of compulsory process for documents, testimony or other investigation, you agree to pay all fees incurred by Trimble in connection with reviewing, responding and complying with the process or other investigation. These fees include, without limitation, fees of Trimble or its outside counsel to object to or negotiate the terms of Trimble's compliance with the process and fees for time spent by Trimble's employees (Trimble's then-current consulting rates) to respond to the process, together with all other reasonable out-of-pocket expenses incurred by Trimble, including but not limited to outside counsel fees and travel.

(i) Any notice required or permitted by this Agreement shall be in writing and shall be sent by facsimile, prepaid registered or certified mail, return receipt requested, internationally recognized courier or personal delivery, addressed to the other party at the following address:

if to Trimble: Trimble Inc.
935 Stewart Drive
Sunnyvale, CA 94085
ATTN: FSM Division Controller

with a copy to: Trimble Inc.
935 Stewart Drive
Sunnyvale, CA 94085
ATTN: General Counsel – Important Legal Notice

if to Customer: to such billing address as is set forth on the applicable Product Schedule.

Such notice shall be deemed to have been given upon personal delivery if delivered personally, the next business day if sent by overnight courier, on the fifth (5) business day if sent by courier or mail, or one (1) business day after receipt of successful transmission report if faxed. Notwithstanding the foregoing, Customer may change its contact information set forth herein orally by contacting the Trimble Customer Satisfaction Department; provided, however, that any such oral notice shall be effective when and to the extent that such change is reflected in Trimble's electronic or physical files for Customer.

No portion of this site or Service may be reproduced in any form, or by any means, except as expressly provided in these Terms of Use, without prior written permission from Trimble Inc.