



ORDER FORM

Order Date:	Date of the last signature below
Trimble Entity Name ("Trimble") and Address:	Azteca Systems, LLC, a Trimble company 11075 South State, Suite 24, Sandy, Utah 84070
Customer Entity Name ("Customer") and Address:	Hillsborough County Aviation Authority, FL 4100 George J. Bean Pkwy Tampa, FL 33607
Billing Contact Name and E-Mail Address:	Damaris Cordova (813) 870-8768 dtorrescordova@tampaairport.com
Initial Term:	02/03/2025 - 02/02/2030
Miscellaneous:	<i>Purchase orders issued by Customer are issued for administrative purposes only; terms and conditions contained in any such purchase order shall be null and void.</i>

Licensed Software:

Description	Number of Authorized Users	Annual Term	Total
Server AMS Premium Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products: Office Respond Mobile Native Apps (for iOS/Android) --Includes the following Add-ons: Storeroom Equipment Checkout Contracts Cityworks for Excel Cityworks Analytics for AMS eURL (Enterprise URL) Operational Insights Workload Web Hooks OpX Projects OpX Contracts OpX Budgets CCTV Interface for PACP Pavement Interface Performance Budgeting Local Government Templates (LGT) Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners Use of Cityworks AMS Application Programming Interfaces (APIs) with third party system integrations	Unlimited	Year 1: 02/03/2025 - 02/02/2026	\$121,290.62
		Year 2: 02/03/2026 - 02/02/2027	\$126,142.25
		Year 3: 02/03/2027 - 02/02/2028	\$131,187.94
		Year 4: 02/03/2028 - 02/02/2029	\$137,747.34
		Year 5: 02/03/2029 - 02/02/2030	\$144,634.70

All Licensed Software is for the indicated Annual Term and not perpetual. Annual fee herein is based on 100,001 - 150,000 population range. Trimble reserves the right to adjust the annual fee accordingly to align with the Customer's actual population range.

Addendums:

1. Trimble General Transaction Terms
2. Supplemental Terms for Software and Subscriptions
3. Supplemental Terms for Support and Maintenance
4. Supplemental Terms for Services
5. Supplemental Terms for Hardware
6. Intentionally Omitted.
7. Availability Service Level Agreement; Data Security and Restoration
8. Supplemental Terms to Order Form

Exhibits:

1. A, Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction
2. B, Intentionally Omitted
3. C, Intentionally Omitted
4. D, Customer Travel Policy P412, Travel, Business Development, and Work Meals Expense
5. E, Scrutinized Company Certification
6. F, Affidavit of Compliance with Anti-Human Trafficking Laws
7. G, Affidavit for FCC Collecting PII Form

TERMS AND CONDITIONS

1. Terms and Conditions. All offerings are made available by Trimble subject to the terms and conditions set forth in this Order Form and the above referenced Addendums.
2. Intentionally Omitted.
3. Annual Licensed Software. Trimble will invoice \$121,290.62 upon execution of this Order Form and will invoice Year 2 in the amount of \$126,142.25 on 01/03/2026, Year 3 in the amount of \$131,187.94 on 01/03/2027, Year 4 in the amount of \$137,747.34 on 01/03/2028, and Year 5 in the amount of \$144,634.70 on 01/03/2029.
4. Due Authority. By signing below, the signatory represents that he/she (i) is an authorized representative of Customer and (ii) has the authority to legally and functionally commit the Customer.

Accepted and agreed:

CUSTOMER:

TRIMBLE:

Signature: _____

Signature: _____

Print Name: _____

Print Name: Carlos Abaunza

Title: _____

Title: Legal Director

Date: _____

Date: _____

Addendum #1

Trimble General Transaction Terms *Version 1.1 (Last updated: October 7, 2023)*

Trimble's provision of Offerings is governed exclusively by these Trimble General Transaction Terms (the "General Terms"). The Order Form, the SOW, these General Terms, any applicable Supplemental Terms, and all other terms referenced or incorporated therein, collectively constitute the "Agreement". Any conflicts or inconsistency in the Agreement will be resolved as found in the Order of Precedence provision found in Addendum #8.

1. Definitions. Capitalized terms have the meaning associated with them in this Section 1 (Definitions) or with the definition provided elsewhere in the Agreement.

- 1.1. "**Affiliate**" means an entity that, directly or indirectly, owns or controls, is owned or controlled by or is under common ownership or control with a party, where "ownership" means the direct or indirect ownership of more than fifty percent (50%) of an entity's outstanding voting rights or other equivalent voting interests.
- 1.2. "**Confidential Information**" has the same meaning as in Section 2.7 of Addendum #8.
- 1.3. "**Customer**" is the entity or person identified in the Order.
- 1.4. "**Dispute(s)**" means any dispute, claim, or controversy arising from or related to the Agreement.
- 1.5. "**Documentation**" means Trimble's then-current usage guidelines, standard technical documentation, acceptable use policies, support policies, service level commitments, or other policies referenced in the Agreement.
- 1.6. "**Hardware**" means hardware products specified in the Order Form.
- 1.7. "**High Risk Activities**" means any mission critical, hazardous, strict liability, or other activity(ies) where use or failure of the Offerings could lead to death, personal injury, or physical or environmental damage. Examples of High Risk Activities include, but are not limited to, aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, autonomous vehicles, air traffic control, emergency services, or weaponry systems. High Risk Activities do not include utilization of Offerings for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control but must not be directly or indirectly responsible for the control function.
- 1.8. "**Intellectual Property Rights**" means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, publicity, database rights and similar rights of any type, including any applications, continuations or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory or judicial authority, and the right to sue for, settle and release past, present and future infringement of any of the foregoing.
- 1.9. "**Law(s)**" means all applicable local, state/provincial, federal and international laws, rules, regulations, directives, ordinances and conventions, including, but not limited to, those related to data privacy and data transfer, international communications and export of technical or personal data.
- 1.10. "**Licensed Software**" means the object code form of Trimble's proprietary installed software product for deployment on premises or on a device, as well as any Documentation, maintenance releases, and features and functionality enhancements, and application programming interfaces (APIs), in each case as may be made available pursuant to the Order Form. For clarity, Licensed Software excludes firmware.
- 1.11. "**Offerings**" means Trimble's Hardware, Software, Services, Support, and other Trimble goods or services specified on an Order Form or SOW.
- 1.12. "**Order Form**" means the quotation, proposal, sales agreement or similar documents provided by Trimble and accepted by Customer.
- 1.13. "**Services**" means any services described in the Order Form or SOW, including, without limitation, training, enablement, implementation, configuration, hosting, or content provision.
- 1.14. "**Software**" means the Licensed Software and/or Software-as-a-Service specified on an Order Form.
- 1.15. "**Software-as-a-Service**" or "**SaaS**" means a Trimble proprietary cloud service, as well as any Documentation, features and functionality enhancements, and application programming interfaces, in each case as may be made available pursuant to the Order Form.
- 1.16. "**Statement of Work**" or "**SOW**" means a statement of work or similar agreement governing the provision of Services.
- 1.17. "**Supplemental Terms**" are any additional Trimble terms and conditions referenced in the Order Form as "Supplemental Terms."
- 1.18. "**Support**" means support and/or maintenance for Software, and as may be further described in the applicable Supplemental Terms, Documentation, or otherwise as specified by Trimble in writing.
- 1.19. "**Trimble**" means Trimble Inc. or its Affiliate identified on the Order Form or SOW, or if none is specified, as set forth in Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction) based on the applicable Customer location.
- 1.20. "**Trimble IP**" means the Offerings, Documentation, and any written and electronic materials, proprietary information, documentation, code, technology, systems, infrastructure, equipment, and trade secrets developed, provided or used by Trimble or its subcontractors to produce and provide the Offerings together with all Intellectual Property Rights therein, together with all modifications, improvements, changes thereto or derivative works thereof, including without limitation: (a) proprietary electronic architecture and other non-literal elements of the Offerings developed by Trimble, (b) functional and technical specifications and other technical, training, reference or service information, documentation and manuals and updates thereto, (c) APIs, customized applications and

computer programs, (d) processes, methods, algorithms, ideas, and other “know how,” (e) data and information provided or sourced by Trimble, (f) Offerings which Customer has the right to use via a subscription, and (g) network equipment and architecture.

2. Orders; Validity. An Order Form is valid for acceptance by Customer within the period indicated in the Order Form and if no such period is provided, for thirty (30) calendar days from the issue date. The Agreement is formed by Customer’s execution of the Order Form. Changes to an Order Form or belated acceptance by Customer are not valid unless both parties accept them in writing, and Trimble’s partial or complete delivery against an Order Form modified by Customer, or acceptance of payment, shall not be deemed to be an acceptance of the modification. Order Forms that Customer has accepted cannot be canceled for any reason without Trimble’s prior written consent.

3. Payment Terms; Invoicing

- 3.1. See Section 6 of Addendum #8 for Taxes.
- 3.2. See Section 5 of Addendum #8 for Payment Terms.

4. Term and Termination

- 4.1. See Section 4 of Addendum #8 for Term and Termination

5. Customer Obligations

5.1. High Risk Activities. Customer will not use the Offerings for High Risk Activities. Customer acknowledges that the Offerings are not intended to meet any legal obligations for High Risk Activities. Trimble and its suppliers specifically disclaim any responsibility for, and will not be liable in any manner arising from, any use of the Offerings in connection with High Risk Activities.

5.2. Compliance with Laws. Customer shall comply with all Laws in connection with its use or receipt of the Offerings.

5.3. Dependencies and Compatibilities.

- (a) Offerings may (i) require certain dependencies, including, without limitation, internet connection, electronic communications, Hardware, data connections, operating systems, third-party products and services, other Trimble products and Services, satellite signals, etc. (collectively, “**Dependencies**”), and (ii) allow compatibility and/or interoperability with other products or services made available by Trimble, Customer, or a third party (collectively, “**Compatibilities**”).
- (b) Dependencies and Compatibilities may require payment of a separate fee and are governed by their respective terms of service, end user license agreement, or other agreement, and not by the Agreement. Unless otherwise expressly agreed upon by the parties in writing, Customer is responsible for all Dependencies and Compatibilities. Trimble may modify the Offerings from time to time, and Trimble does not guarantee that the Offerings will continue to operate or be compatible with any Dependencies or Compatibilities. Trimble makes no warranty or guarantee, and will have no liability or obligations under the Agreement, with respect to any Dependencies, Compatibilities, or other factors outside of Trimble’s control.
- (c) Customer represents and warrants that it shall, and shall use best efforts to require any provider of any Dependencies and Compatibilities to: (i) establish and maintain industry standard technical, organizational, physical, and administrative safeguards designed to ensure the security and integrity of the Offerings; and (ii) comply with the security controls, configuration requirements, and access limitations imposed by Trimble, as may be modified by Trimble from time to time.

6. Warranty Disclaimers.

THE LIMITED WARRANTY TERMS, IF ANY, EXPRESSLY SET FORTH IN ANY APPLICABLE SUPPLEMENTAL TERMS ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON TRIMBLE’S PART ARISING OUT OF, OR IN CONNECTION WITH, THE OFFERINGS, AT ANY TIME EITHER DURING OR AFTER EXPIRATION OF THE APPLICABLE WARRANTY, AND STATE TRIMBLE’S ENTIRE LIABILITY AND CUSTOMER’S EXCLUSIVE REMEDIES RELATING TO THEM. EXCEPT FOR ANY LIMITED WARRANTY TERMS EXPRESSLY PROVIDED IN ANY APPLICABLE SUPPLEMENTAL TERMS, THE OFFERINGS ARE PROVIDED “AS-IS” AND WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NONINFRINGEMENT. SUPPLEMENTAL TERMS MAY HAVE ADDITIONAL DISCLAIMERS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OR THE EXCLUSION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION(S) MAY NOT APPLY OR FULLY APPLY TO CUSTOMER.

7. Limitations of Liability.

- 7.1. See Section 40 of Addendum #8 for Term and Termination.

8. Intentionally Omitted.

9. Confidentiality.

- 9.1. **Obligations.** As a receiving party, each party (a) will protect the confidentiality of the disclosing party’s Confidential Information using the same degree of care it uses for its own information of like importance (but not less than reasonable care), (b) will not share the disclosing party’s Confidential Information with third parties except as permitted in the Agreement or with the disclosing party’s prior written or electronic consent or unless required by applicable law or court order, and (c) will only use Confidential Information to fulfill its obligations and exercise its rights in the Agreement. The receiving party may disclose Confidential Information to its employees,

agents, Affiliates, contractors, and other representatives (collectively, “**Representatives**”) having a legitimate need to know (including, for Trimble, its subcontractors), provided (i) the Representatives are subject to confidentiality obligations no less protective than those in this Section 9 (Confidentiality), and (ii) the receiving party is responsible for any breach of this Section 9 (Confidentiality) by the acts or omissions of its Representatives.

- 9.2. Exclusions.** These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party or its Representatives, (b) it rightfully knew or possessed on a non-confidential basis prior to receipt under the Agreement, (c) it rightfully received from a third party without obligation of confidentiality, (d) it independently developed without using the disclosing party’s Confidential Information. Supplemental Terms may have additional exclusions, or (e) it is required to disclose pursuant to applicable law or court order.
- 9.3. Remedies.** Unauthorized use or disclosure of Confidential Information may cause substantial harm for which remedies at law (e.g., monetary damages) alone are an insufficient remedy. In the event of such actual or threatened breach by a party, the other party may seek injunctive relief, in addition to other available rights and remedies, for breach or threatened breach of this Section 9 (Confidentiality), without proof of actual damages or the requirement of posting a bond or other security.
- 9.4. Required Disclosures.** Nothing in the Agreement prohibits either party from making disclosures if required by Law or government or court order, provided (if permitted by Law) it notifies the other party in advance and reasonably cooperates in any effort by the other party to obtain confidential treatment.

10. Intellectual Property Rights.

- 10.1. Trimble IP.** As between the parties, except for any limited usage rights set forth in any Supplemental Terms, Trimble and its suppliers have and will retain all Intellectual Property Rights in and to Trimble IP and all copies, modifications, and derivative works thereof. No Intellectual Property Rights are granted by Trimble to Customer except as expressly provided under the Agreement.
- 10.2. Feedback.** Customer may from time to time provide suggestions, comments, or other feedback (collective, “**Feedback**”) to Trimble with respect to the Offerings. Both parties agree that all Feedback is and will be given entirely voluntarily and shall not be considered Confidential Information of Customer. Customer shall not provide any Feedback that is subject to license terms that seek to require any of Customer’s products, technology, service, or documentation incorporating or derived from such Feedback, or any of Customer’s intellectual property to be licensed or otherwise shared with any third party. Customer hereby grants to Trimble and its Affiliates a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use and otherwise exploit the Feedback.

- 11. Personal Information; Data Protection.** This Section 11 (Personal Information; Data Protection) applies if Customer is a legal person (i.e., a business or legal entity). All Laws relating to the protection of privacy and data protection are referred to as “**Data Protection Legislation**”. “**Personal Information**” is defined as in the Applicable Data Protection Legislation, or if no definition is provided, any personally identifiable information which is either (a) provided by Customer or on its behalf, or (b) automatically collected through the Offering on Customer’s behalf. “**Applicable**”, in this context, means the Data Protection Legislation applicable to Customer at Customer’s principal place of business or to Trimble at Trimble’s principal place of business, and such laws that the Parties mutually agree apply.

- 11.1.** Each Party will comply with all Applicable requirements of the Data Protection Legislation. This Section 11 (Personal Information; Data Protection) is in addition to, and does not relieve, remove or replace, a Party’s obligations or rights under the applicable Data Protection Legislation.
- 11.2.** The Parties acknowledge that: (a) when performing its obligations under the Agreement, Trimble processes Personal Information on Customer’s behalf, except for user registration and software licensing and usage data, for which Trimble acts as responsible Party, and (b) the Personal Information may be transferred or stored, and/or accessed from outside of the country where Customer’s principal place of business is located in order to provide the Software and Trimble’s other obligations under the Agreement.
- 11.3.** Customer will ensure that it has all necessary appropriate consents and notices in place to enable (a) lawful transfer of the Personal Information to Trimble for the duration and purposes of the Agreement and (b) Trimble to lawfully use, process and transfer the Personal Information in accordance with the Agreement, including on Customer’s behalf.
- 11.4.** If the processing of Personal Information by Trimble is subject to the General Data Protection Regulation ((EU) 2016/679) or the Data Protection Act 2018 of the United Kingdom, then, in addition, at the written request of Customer, the parties will execute an applicable data processing addendum, available at (or any successor url). Transfers of Personal Information from Trimble entities located in Europe, acting as data exporter, to Trimble entities in the USA, acting as data importer, are governed, for the benefit of Customer, by the Standard Contractual Clauses available at the same url or upon written request to Trimble. US data protection laws, rules or regulations, then the US Data Processing Addendum for Customer Personal Information (available at https://dl.trimble.com/www/us_dpa_customer.pdf or any successor url) is herein incorporated by reference.
- 11.5.** If the processing of Personal Information by Trimble is subject to the General Data Protection Regulation ((EU) 2016/679) or the Data Protection Act 2018 of the United Kingdom, then, in addition, at the written request of Customer, the parties will execute an applicable data processing addendum, available at (or any successor url). Transfers of Personal Information from Trimble entities located in Europe, acting as data exporter, to Trimble entities in the USA, acting as data importer, are governed, for the benefit of Customer, by the Standard Contractual Clauses available at the same url or upon written request to Trimble. US data protection laws, rules or regulations, then the US Data Processing Addendum for Customer Personal Information (available at https://dl.trimble.com/www/us_dpa_customer.pdf or any successor url) is herein incorporated by reference. Notwithstanding the foregoing, Customer is not subject to the General Data Protection Regulation (EU) 2016/679) or the Data Protection Act 2018 of the United Kingdom.

12. Miscellaneous.

- 12.1. See Section 26 of Addendum #8 for Assignment.
- 12.2. See Section 30 of Addendum 8 for #Amendments.
- 12.3. **Waiver and Severability.** No waiver of any provision or breach of the Agreement (a) will be effective unless made in writing, or (b) will operate as or be construed to be a continuing waiver of such provision or breach. In the event any portion of the Agreement is held to be invalid or unenforceable, such portion will be construed as nearly as possible to reflect the original intent of the parties, or if such construction cannot be made, such provision or portion thereof will be severable from the Agreement, provided that the invalidity, illegality, or unenforceability in whole or in part of any provision does not affect the validity of other provisions.
- 12.4. **Force Majeure.** Neither party will be liable for any default, delay, or non-performance of its obligations under the Agreement (except for payment obligations) due to causes beyond its reasonable control, including, without limitation, strikes, blockades, war, terrorism, riot, internet or utility failures, governmental orders or actions, national or regional emergency, pandemics, or natural disasters, provided that such party promptly notifies the other in writing of such occurrence and uses commercially reasonable efforts to resume performance of its affected obligations as soon as feasible. Delays or failures that are excused as provided in this Section 12.4 (Force Majeure) will result in automatic extensions of dates for performance for a period of time equal to the duration of the events excusing such delay or failure.
- 12.5. See Section 23 of Addendum #8 for Notices.
- 12.6. **Export Control.** Customer acknowledges that the Offerings are subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer will not, and will not allow any third party to, remove or export from the United States or allow the export or re-export of any part of the Offerings or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, Laws of any United States or foreign agency or authority. Customer warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Offerings are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government. Customer will defend, indemnify, and hold Trimble harmless against any liability (including attorneys' fees) arising out of Customer's failure to comply with the terms of this Section. Customer's obligations under this Section 12.6 (Export Control) will survive the termination of the Agreement for any reason whatsoever.
- 12.7. **Anti-Corruption Compliance.** Each party, and any third party acting on its behalf, will comply with all applicable United States and international anti-corruption and anti-bribery laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and others (collectively, "**Anti-Corruption Laws**"). Each party, and any third party acting on its behalf, will not directly or indirectly offer, promise, or give any payment or anything of value to a government official, or any other individual or entity, where the intent is to improperly influence any act or decision of the government official, or other individual or entity, to obtain or retain business or some other benefit or commercial advantage for either party. Each party, and any third party acting on its behalf, also will not solicit or accept any sort of payment or anything of value from anyone, where the intent is to improperly influence any acts of a party or any third party acting on its behalf.
- 12.8. See Section 27 of Addendum #8 for Governing Law.
- 12.9. **WAIVER OF JURY TRIAL – UNITED STATES CLAIMS.** FOR ANY CLAIM BROUGHT IN A STATE, FEDERAL, OR OTHER COURT IN ANY JURISDICTION WITHIN THE UNITED STATES, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY; *PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT BE ENFORCED OR ENFORCEABLE TO THE EXTENT A WAIVER OF THE RIGHT TO A TRIAL BY JURY IS PROHIBITED BY, OR CONTRARY TO, THE PUBLIC POLICY OF THE STATE IN WHICH SUCH LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM IS FILED.*
- 12.10. See Section 30 of Addendum #8 for Publicity.
- 12.11. See Section 36 of Addendum 8 for #Headings.
- 12.12. See Section 26 of Addendum #8 for Subcontractors.
- 12.13. **No Third-Party Beneficiaries.** Except as may be expressly stated in any Supplemental Terms, there are no third-party beneficiaries under the Agreement.
- 12.14. **Independent Contractors.** Each Party is an independent contractor of, and is not an employee, agent, fiduciary, or authorized representative of, the other party.
- 12.15. **Entire Agreement.** The Agreement sets forth the entire understanding between the parties in connection with its subject matter, and supersedes all prior or contemporaneous proposals, communications, agreements, negotiations, and representations, whether written or oral, regarding the subject matter thereof. Any additional, contrary, and/or pre-printed terms or conditions appearing on Customer's acceptance, orders, or associated purchase documentation are hereby rejected and will be of no effect.
- 12.16. **Counterparts.** The Agreement, or portions thereof, may be executed in several counterparts and, if applicable, by each party on a separate counterpart, each of which, when so executed and delivered will be an original, but all of which together will constitute but one and the same instrument. A signature, digital signature, or electronic signature delivered through other means (e.g., email) shall have the same force and effect as an original ink signature.

Addendum #2

Supplemental Terms for Software and Subscriptions

Version 1.1 (Last Updated: October 7, 2023)

1. **Definitions.** Capitalized terms not defined herein have the meanings given in the General Terms.
 - 1.1. **“Active Project”** means any Project on which the Software may be used by Customer during any Annual Subscription Term.
 - 1.2. **“Annual Subscription Term”** means each 12-month period of a Subscription Term.
 - 1.3. **“Anonymized Data”** means any data collected in connection with the Offerings (including Customer Data) that has been aggregated and/or de-identified in such a manner that neither Customer nor any of its Authorized Users or any other individual can be identified from the data when it is shared outside of Trimble or its Affiliates.
 - 1.4. **“Authorized User”** means any employee of Customer or third-party user authorized by Customer to access and use the Offerings on Customer’s behalf in accordance with the Agreement, including, without limitation, Section 6.6 (Third-Party Access).
 - 1.5. **“Correction Services”** means subscription-based services that provide GNSS position correction data.
 - 1.6. **“Concurrent User”** means any type of User authorized by Customer to access and use the Offerings on Customer’s behalf simultaneously at a given point in time.
 - 1.7. **“Customer Data”** is defined in Addendum #8, Section 2.3.
 - 1.8. **“Customer Group”** means Customer’s business units, Affiliates, or Joint Ventures, if any, listed in the Order Form that may authorize Authorized Users to use the Offerings on behalf of those business units, Affiliates, or Joint Ventures.
 - 1.9. **“Gross Annual Revenue”** or **“GAR”** means Customer’s (and Customer Group’s, if applicable) income and revenue from all sources, before expenses or taxes, calculated on an annual basis according to generally accepted accounting principles and as reported in company financial statements. The various equivalent definitions may be used interchangeably.
 - 1.10. **“Joint Venture”** means a business arrangement in which Customer and one or more other third parties agree to pool their resources to accomplish a Project or other commercial enterprise.
 - 1.11. **“License Keys”** means electronic passwords, authorization codes, or other enabling mechanisms provided for use with the Offerings.
 - 1.12. **“Named User”** means any type of Authorized User designated by Customer by name or other identifier to access and use the Offerings on Customer’s behalf.
 - 1.13. **“Offering Content”** means Trimble IP or Third-Party Materials made available as data or information through the Offering, whether included as part of the Offering or as a separate subscription.
 - 1.14. **“Prohibited Data”** means any (a) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) (“HIPAA”); (b) credit, debit, or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS); (c) information subject to regulation or protection under the Children’s Online Privacy Protection Act or Gramm-Leach Bliley Act, or (d) any other information which is regulated under Laws and is not required for use of the Software for its intended purpose.
 - 1.15. **“Project”** means the initiation, delivery, operations, and maintenance of a construction project.
 - 1.16. **“Provision Date”** means the date on which Trimble first provides access to the Offerings. For an Offering bundle comprised of multiple Software, the Provision Date will be the date on which the entire Offering bundle becomes fully provisioned.
 - 1.17. **“Subscription”** means access to any Software, Support, Correction Services, content, data, or other information, in each case made available for the applicable Subscription Term(s).
 - 1.18. **“Support Terms”** means the then-current Supplemental Terms for Support and Maintenance available at <https://www.trimble.com/en/legal/customer-terms> or any successor url.
 - 1.19. **“Third-Party Materials”** means any third-party data, content, or proprietary software. Third-Party Materials is not part of Software.
 - 1.20. **“Project Budget”** means the total projected cost allocated to carry out, manage, and complete one or more Active Project(s) over the entire Subscription Term. The various defined terms are equivalent and may be used interchangeably, including in other defined terms.
 - 1.21. **“Total Project Value”** or **“Project Value”** means Project Budget divided by the number of Annual Subscription Terms in the Subscription Term (and not any renewal). The various defined terms are equivalent and may be used interchangeably, including in other defined terms.
 - 1.22. **“Usage Limitations”** means Customer’s authorized scope of use for the Offerings as specified in the applicable Order Form, Supplemental Terms, or Documentation, which may include any user (e.g., Named User, Concurrent User, etc.), seat, copy, instance, data storage, CPU, computer, field of use, location, project, or other restrictions.
 - 1.23. **“Usage Data”** means Trimble’s technical logs, data, and learnings about Customer’s use of the Offerings, excluding Customer Data.

Addendum #2

Supplemental Terms for Software and Subscriptions

Version 1.1 (Last Updated: October 7, 2023)

2. Generally

2.1. Offerings.

- (a) Subscriptions (other than Licensed Software). Customer may access and use the Subscriptions during the Subscription Term only for its internal business purposes in accordance with the Documentation, Usage Limitations, and the Agreement. Unless otherwise specified by Trimble, any Licensed Software provided with a Subscription is subject to the terms applicable to Licensed Software under the Agreement.
- (b) Licensed Software. Trimble hereby grants Customer a non-transferable, non-sublicensable, non-exclusive license, during Term, to install, copy, and use the Licensed Software on systems or devices under Customer's control only for its internal business purposes in accordance with the Documentation, Usage Limitations, and the Agreement. Licensed Software is licensed, not sold. Any Licensed Software deployed through hosting services delivered by Trimble are subject to the terms and conditions applicable to Licensed Software.

2.2. Authorized Users. Only Authorized Users may access or use the Offerings. License Keys are granted to individual, named persons, and each Authorized User will keep login credentials confidential and not share them with anyone else. Customer is responsible for its Authorized Users' compliance with the Agreement and actions taken through their accounts. In the event an Authorized User is no longer authorized to use an Offering on Customer's behalf, Customer will promptly de-activate such Authorized User's access. Unless expressly permitted in the Order Form, Customer may not transfer Authorized User status from one individual to another. Customer will promptly notify Trimble if it becomes aware that any of its Authorized User login credentials have been compromised.

2.3. Restrictions. Customer will not (and will not permit, encourage, or assist anyone else to) do any of the following: (a) provide access to, distribute, sell, or sublicense the Offerings to a third party; (b) use the Offerings on behalf of, or to provide any product or service to, third parties; (c) use the Offerings to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to any element of the Offerings, except to the extent expressly permitted by Law (and then only after providing prior written notice to Trimble); (e) modify or create derivative works of the Offerings or copy any element of the Offerings (other than in connection with making copies of Licensed Software authorized under the Agreement); (f) remove or obscure any proprietary notices in the Offerings; (g) publish benchmarks or performance information about the Offerings, except to the extent expressly permitted by Law; (h) interfere with the Offerings' operation or its use by others, circumvent its access restrictions or, without the prior written permission of Trimble, conduct any security or vulnerability test of the Offerings; (i) transmit any viruses or other harmful materials to the Offerings; (j) submit to the Offerings any information that is inappropriate, defamatory, obscene, salacious, or unlawful, or use the Offerings to defame, harass, stalk, threaten, or otherwise violate the rights of others; (k) use the Offerings to advertise, offer to sell or buy goods, or otherwise for business promotional purposes; (l) for Licensed Software, unless expressly permitted in the Order Form, use or host any Licensed Software in a virtual server environment, or (m) for Corrections Services, re-broadcast the Corrections Services without the prior written consent of Trimble.

2.4. Free Versions; Trials and Betas. "**Free Versions**" means any Offerings made available to Customer for use without a fee. "**Trials and Betas**" means any Offerings, or any features thereof made available on an evaluation or trial basis or as an alpha, beta, or early access offering, in any case free or otherwise. Unless otherwise set forth in the Documentation or the Agreement, Customer may only use Free Versions in a non-production environment and for non-commercial purposes, and Trials and Betas may only be used solely for Customer's internal evaluation to determine whether to purchase a license or subscription to the Offerings. The evaluation term for Trials and Betas shall be 30 days unless otherwise designated by Trimble in writing. Free Versions and Trials and Betas are optional, and Trimble may cease making available such Offerings at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features that Trimble may never release, and their features and performance information are Trimble's Confidential Information. In the event Customer has purchased Services related to any Free Version or Trial and Beta, any unused Services upon any termination or expiration of the applicable term for the Free Version or Trial and Beta shall be forfeit. **Notwithstanding anything else in the Agreement: (a) Trimble has no obligation to retain Customer Data used with Free Versions and Trials and Betas; (b) Trimble provides the Free Versions and Trial and Betas "AS-IS" with no warranty, indemnity, service levels, or support; (c) Trimble's liability for Free Versions and Trials and Betas will not exceed US\$50, and (d) either party may terminate access to a Free Version or Trial and Beta, for any reason or no reason, immediately upon written notice to the other party.**

2.5. Educational Versions. For any version of the Offerings designated as "educational," or a similar term, Customer may use the Offerings solely for educational purposes - e.g., by an instructor or a student at an educational institution and while engaged in educational work. Such educational versions may not be used (a) by any other person; (b) by any educational institution for any non-educational purposes; or (c) for any for-profit purpose, including professional

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Version 1.1 (Last Updated: October 7, 2023)

work or training offered for a fee, or by commercial entities.

- 2.6. **Delivery.** Offerings and License Keys, if any, will be delivered by electronic means unless otherwise specified on the applicable Order Form. Delivery is deemed to occur on the date on which the Offering and License Key, if any, are first made available to Customer.
- 2.7. **Software Activation and Metering; Audits.**
 - (a) Offerings may gather and transmit to Trimble license usage, compliance, and activation data. Customer will not disable, modify, or interfere with the operation of any such functionality of the Offerings. Trimble may use the foregoing information to validate the authenticity of Authorized Users, to confirm Customer's compliance with the Agreement, to register the Offerings, to monitor and validate compliance with Usage Limitations, for license metering, and to protect Trimble against unlicensed or illegal use of the Offerings.
 - (b) Upon Trimble's written request, Customer shall certify in writing that its use of the Offerings is in full compliance with the Agreement (including any Usage Limitations). In addition to the other license compliance monitoring rights in the Agreement, Trimble, or its authorized representative, may, upon prior reasonable notice of at least ten (10) days, inspect and audit Customer's records and use of the Offerings to confirm Customer's compliance with the Agreement. All such inspections and audits will be conducted during regular business hours and in a manner that does not unreasonably interfere with Customer's business activities. Customer shall promptly pay all unpaid fees.

3. Data Usage and Ownership.

- 3.1. **Ownership.** Except for Trimble's limited rights set forth in the Agreement, as between the Parties, Customer retains all Intellectual Property Rights in Customer Data. Trimble owns all Intellectual Property Rights in Anonymized Data and Usage Data.
- 3.2. **Limited Usage Rights.** Customer hereby grants to Trimble and its Affiliates the non-exclusive, worldwide, irrevocable, royalty-free right: (i) to use Customer Data during the Term to provide the Offerings, Support, and Services to Customer; (ii) to use and disclose Customer Data as otherwise permitted pursuant to the Agreement or any written consent or instructions of Customer; and, (iii) subject to Trimble's confidentiality obligations in Section 9 (Confidentiality) of the General Terms and all applicable Data Protection Legislation, to use Customer Data in perpetuity to develop, maintain, and improve the products, software, and services of Trimble or its Affiliates, including, without limitation, analytics, model training, and machine learning.
- 3.3. **Access.** Customer will not have access to Customer Data after termination or expiration of the Term, unless otherwise indicated in the Order Form, or the Parties agree otherwise in writing.
- 3.4. **Confidentiality.** In the event of any conflict between the terms of Section 9 (Confidentiality) of the General Terms and this Section 3 (Data Usage and Ownership), the terms of this Section 3 (Data Usage and Ownership) will control.

4. Customer Obligations.

- 4.1. **Dependencies and Compatibilities.** If Customer enables Dependencies or Compatibilities with an Offering, Trimble may access and exchange Customer Data with the Dependencies or Compatibilities on Customer's behalf. Trimble will have no liability or obligations under the Agreement with respect to how any Dependencies or Compatibilities uses or processes Customer Data. If Trimble hosts any Dependency or Compatibilities at Customer's request, Customer represents and warrants to Trimble that Customer has all rights necessary. Trimble may charge additional fees for such hosting services.
- 4.2. **No Prohibited Data.** Customer will not use the Offerings with Prohibited Data. Customer acknowledges that the Offerings are not intended to meet any legal obligations for these uses, including HIPAA requirements, and that Trimble is not a Business Associate as defined under HIPAA.
- 4.3. **Customer Data.** See Section 15.1 of Addendum #8.
- 4.4. **Excluded Claims.** In addition to the Excluded Claims stated Section 7 (Limitation of Liability) in the General Terms, the following shall also be Excluded Claims for purposes of the Agreement: Section 10 (Indemnification) of the General Terms and any breaches of Sections 2.3 (Restrictions) or Section 4 (Customer Obligations) of these Software Terms.
- 4.5. **License Compliance.** Customer shall promptly notify Trimble if Customer become aware of (i) any breach of confidentiality obligations regarding the Offerings, or (ii) any infringement (whether actual or alleged) of Trimble's intellectual property rights in the Offerings, or (iii) any unauthorized use of the Offerings by any person, and provide reasonable assistance to Trimble in connection with any suit or proceeding relating to such events.
- 4.6. **Usage Limitations.** Customer will comply with all Usage Limitations. If Customer exceeds the Usage Limitations during the Term, Trimble may invoice Customer for the use that exceeded the applicable Usage Limitations at Trimble's

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then-current list price, and Customer shall pay in accordance with the Agreement. The parties may also agree on a Usage Limitation adjustment, in which case Customer must sign a new Order Form and pay the applicable fees.

- 4.7. **Fee Criteria.** If the Order Form states Software is made available based on GAR, Project Budget, Total Project Value, population, specific-department usage, Affiliate-limitations, or similar criteria (any such criteria, the “**Fee Criteria**”), the fees for that Software are calculated based on that Fee Criteria as of the date of Order Form issuance by Trimble. Unless otherwise provided the Order Form, if the Fee Criteria increases by more than 10% during the Subscription Term, (i) Customer shall promptly notify Trimble in writing, (ii) Trimble has the right to adjust such fees based on changes in the Fee Criteria and its then-current list price for that Software (including on a prorated basis for the current term), and (iii) Customer shall pay any applicable additional fees upon receipt of the invoice in accordance with the Agreement. At the request of Trimble, Customer will promptly provide documentation satisfactory to Trimble evidencing Customer’s then-applicable Fee Criteria.
5. **Suspension of Access.** Trimble may suspend Customer’s access to an Offering, without liability, and in whole or in part, if (a) Customer breaches any Usage Limitations, Sections 2.2 (Authorized Users), 2.3 (Restrictions), 4 (Customer Obligations) or 6.2 (Offering Content); (b) Customer’s account is five (5) business days or more overdue; or (c) immediately if Customer or any of its Authorized Users’ acts or omissions threaten the integrity, availability, or security of the Offerings or Trimble’s systems, products, or infrastructure (provided Trimble will use commercially reasonable efforts to provide Customer with advance notice of such suspension where Trimble determines exigent circumstances do not exist). Trimble will lift such suspension once the related issue or failure is cured to Trimble’s reasonable satisfaction. Fees will continue to apply during the suspension period. Customer may be prohibited from entering new Customer Data or processing or accessing existing Customer Data and data reports during the suspension period. If Customer attempts to access or manipulate Customer Data utilizing third-party software during suspension, Trimble disclaims, and Customer holds Trimble harmless from any responsibility or liability relating to lost or altered Customer Data or related damages.
6. **Certain Features.** The following provisions apply to the extent applicable to the Offerings.
 - 6.1. **Third-Party Materials.** The Offerings may provide Customer with access to Third-Party Materials. Third-Party Materials are not part of the Offerings. To the extent specified by Trimble (including in any Supplemental Terms or Documentation), use of the Third-Party Materials may be subject to additional terms or restrictions (“**Third-Party Terms**”). Customer is solely responsible for its compliance with any Third-Party Terms, and failure to comply with such terms may result in termination of Customer’s right to access any features of the Offerings that utilize such Third-Party Materials. If no Third-Party Terms are specified, Customer may use Third-Party Materials solely in support of Customer’s authorized use of the Offerings in accordance with the Agreement.
 - 6.2. **Offering Content.** Any Offering Content that is Trimble IP will be deemed part of the Offering. Any Offering Content that is Third-Party Materials shall be subject to any applicable Third-Party Terms. If no Third-Party Terms apply, then unless otherwise authorized by Trimble in writing or the applicable Documentation, such Third-Party Materials, and any derivative thereof, may only be used or accessed by an Authorized User. Third-Party Materials will be used solely for Customer’s internal purposes during the Term and must be accessed pursuant to a manual Authorized User request. Customer will not: (i) access, extract, or download any Third-Party Materials, or portions thereof, in batch or en masse by any means; (ii) use any device, software, or routine to bypass any hardware or software that prohibits volume requests for information; (iii) sell, offer to sell, rent, sublicense, or transfer any copies of the Third-Party Materials, or portions thereof, to a third-party or allow a third-party to use the Third-Party Materials; (iv) use the Third-Party Materials to develop services or products for sale or include any portion of the Third-Party Materials in any product or service; (v) use any portion of the Third-Party Materials to create a competitive service, product, or technology; (vi) recreate the Third-Party Materials or create otherwise a separate database or other repository of Third-Party Materials; (vii) use Third-Party Materials to train, augment, or correct another database or information repository; (viii) unless other specified in the Documentation, permit any individual other than an Authorized User to access or use the Offering Content and any derivative thereof, or (ix) make any portion of the Third-Party Materials available to the public in any manner. Upon notice from Trimble and/or any termination or expiration of the Term, Customer will immediately cease using and delete/destroy all electronic and physical copies of Third-Party Materials.
 - 6.3. **Open Source.** The Offerings may incorporate third-party open source software (“**Open Source**”), as listed in the Documentation or otherwise made available by Trimble. To the extent the terms of the Open Source license prohibit the terms of the Agreement from applying to the Open Source, the terms of the Open Source license will apply to the Open Source on a stand-alone basis instead of the Agreement.
 - 6.4. **Third-Party Application Stores.**

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- (a) Purchase from Application Store. If Customer obtains the Offering (or portions thereof) through a third-party application store, marketplace, or other site or service (each, an “**Application Store**”), such Application Store is considered a reseller. All fees are non-refundable once paid. Customer’s download of the Offering may be subject to other terms as specified by the operator of the Application Store from which Customer downloaded the Offering.
 - (b) Apple-Specific Terms. If Customer downloaded the Offering from Apple Inc.’s (“**Apple**”) Application Store, the following terms are part of the Agreement. The Agreement is between Customer and Trimble, and not with Apple. However, as required by Apple, Apple and its subsidiaries will be third-party beneficiaries of the Agreement and will have the right (and will be deemed to have accepted the right) to enforce the Agreement against Customer as a third-party beneficiary. To the maximum extent permitted by Law, Apple will have no warranty obligation with respect to the Offering, and, as between Apple and Trimble, any other claims, losses, liabilities, damages, costs, or expenses attributable to a failure to conform to a warranty will be Trimble’s responsibility. Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the Offering. As between Trimble and Apple, Trimble is solely responsible for the Offering and for addressing any claims Customer or any third parties have about the Offering or Customer’s possession or use of the Offering, including without limitation (i) product liability claims; (ii) any claim that the Offering fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. In the event of any third-party claim that the Offering or Customer’s possession or use of the Offering infringes that third party’s intellectual property rights, Apple will not be responsible for the investigation, defense, settlement, or discharge of such claim.
- 6.5. Security for SaaS or Hosting Services for Licensed Software. This Section 6.5 (Security for SaaS or Hosting Services for Licensed Software) applies to Offerings that are SaaS or hosting services for Licensed Software. During the Term, Trimble or its third-party hosting provider(s) will use commercially reasonable efforts to establish and maintain reasonable administrative, physical, and technical safeguards designed to protect (a) the security, confidentiality, and integrity of Customer Data; (b) against anticipated threats or hazards to the security, confidentiality, and integrity of Customer Data; (c) against unauthorized access to or use of Customer Data; and (d) against unlawful processing, accidental destruction, or loss of Customer Data. In the event Trimble is not in breach of the foregoing obligations and an unauthorized third-party nonetheless gains access to the Customer Data, such disclosure of Customer Data in such circumstances shall not be a breach of Section 9 (Confidentiality) of the General Terms. In the event of any conflict between the terms of Section 9 (Confidentiality) of the General Terms and this Section 6.5 (Security for SaaS or Hosting Services for Licensed Software), the terms of this Section 6.5 (Security for SaaS or Hosting Services for Licensed Software) will control.
- 6.6. Third-Party Access.
- (a) Contractors and Affiliates. Unless prohibited by Trimble in the Order Form, or otherwise by Trimble in writing, Authorized Users may include individuals who are contractors or consultants of Customer or employees, contractors, or consultants of its Affiliates; provided, however, any such access and usage may require additional fees as described in Section 4.7 (Fee Criteria), if applicable.
 - (b) Other Third-Parties. If expressly authorized by Trimble in the Order Form, or otherwise by Trimble in writing, the Offerings may allow Customer to invite other third parties to become Authorized Users and/or access Customer Data.
 - (c) Generally. Customer authorizes Trimble to share Customer Data with any third-party Authorized Users or as otherwise instructed by Customer. Customer is solely responsible for such third-parties’ compliance with the Agreement and for any and all acts or omissions of any such third parties. Such third parties are not intended third-party beneficiaries under the Agreement. Trimble shall have no liability for any act or omission of any such third party, including by way of access or use of Customer Data. Such third-party access or use of the Offerings must be solely and exclusively for the benefit of Customer, and any other purpose is prohibited. For clarity, as between Customer and any such third parties, any data or other information uploaded by such third party to the Offerings on Customer’s behalf will be deemed Customer Data of Customer.
 - (d) Customer as a Third-Party. In the event that Customer is invited to access an Offering as a third party, any data or other information uploaded by Customer on behalf of such third party shall be deemed “Customer Data” of such third party.
7. **Support**. If Customer is eligible for Support and pays any applicable fees, Trimble will make such Support available in accordance with the Support Terms or as Trimble may otherwise expressly provide in writing. Unless otherwise set forth in writing by Trimble, Support is not available for Free Versions or Trials and Betas.

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8. Term and Termination.

8.1. Perpetual License. If Customer purchases a perpetual license to Licensed Software, Customer's license to the Licensed Software will continue in perpetuity subject to the terms and conditions of the Agreement. Support for Licensed Software is purchased separately unless otherwise indicated by Trimble in writing or on an Order Form.

8.2. Subscriptions.

(a) Subscription Term. If Customer purchases access to a SaaS or a license to Licensed Software for a limited period of time, the duration of the initial term and any renewals are as set forth in the Order Form (collectively, the "**Subscription Term(s)**"). Notwithstanding anything to the contrary in the Order Form, the start date for each Subscription Term for each Offering will begin on the Provision Date for that Offering. For clarity, each Offering may have a different Provision Date.

(b) Additional Subscriptions. If Customer previously purchased one or more Subscriptions for a particular Offering ("**Existing Subscription(s)**") and subsequently purchases one or more additional Subscriptions (for any Offering) while the Existing Subscription(s) is in effect (the "**Additional Subscription(s)**"), the duration of the Subscription Term for the Additional Subscription will be as set forth in the Order Form. Unless otherwise set forth by Trimble in writing, all Customer's Subscriptions shall have the same end date and Trimble may invoice all fees for all such Subscriptions on a single invoice.

8.3. Effect of Termination. Upon expiration or termination of the Agreement or the Order Form, Customer's right to use the Offerings will cease and Customer will immediately cease any and all use of and access to the Offerings and will delete (or, upon request, return) all copies of any Offerings. At the disclosing party's request upon expiration or termination of the Agreement, the receiving party will delete all of the disclosing party's Confidential Information (excluding Customer Data, which is addressed in Section 3 (Date Usage and Ownership)). Customer Data and other Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to the Agreement's confidentiality restrictions.

8.4. Survival. In reference to Section 4.3 of the General Terms (Survival), the following Sections of these Software Terms survive any expiration or termination of the Agreement: 1 (Definitions), 2.3 (Restrictions), 3.1 (Data Usage and Ownership), 4 (Customer Obligations), 8.3 (Effect of Termination), 8.4 (Survival), 9.3 (Additional Disclaimers), and 10 (Indemnification). Except where an exclusive remedy is provided, exercising a remedy under the Agreement, including termination, does not limit other remedies a party may have.

9. Warranties and Additional Disclaimers.

9.1. Limited Warranty. Subject to the Agreement and any mandatory Laws to the contrary, Trimble warrants to Customer that during the Warranty Period, the Offerings will perform materially as described in the Documentation. The "**Warranty Period**" is (a) 90 days for Licensed Software licensed on a perpetual basis, and (b) for the duration of the applicable Subscription Term, for any Subscriptions. Notwithstanding the foregoing, Trimble makes no warranties with respect to Correction Services, which are provided as-is and as-available.

9.2. Warranty Remedy.

(a) If the Offering fails to conform to Section 9.1 (Limited Warranty) during the Warranty Period, Customer may make a reasonably detailed warranty claim within 30 days of discovering the issue. For any such claims reported by Customer within such period that Trimble determines are valid, Trimble will correct such non-conformity by issuing corrected instructions, a restriction, or a bypass, or by replacing the Offerings, at Trimble's option. Subject to any mandatory Laws to the contrary, these procedures are Customer's exclusive remedy, and Trimble's entire liability, for the failure of the Offerings to conform to the warranty in Section 9.1 (Limited Warranty).

(b) The foregoing limited warranty only applies if and to the extent that (i) any Offering associated with the warranty is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with the Documentation, and (ii) any Offerings associated with the warranty is not modified or misused. The foregoing limited warranty does not apply to (1) issues caused by unauthorized use or modifications; (2) unsupported or unauthorized versions of any Offerings; (3) operating the Offerings under any specification other than, or in addition to, the Documentation; (4) issues in or resulting from Dependencies, Compatibilities, or third-party systems, products, or services; or (5) Free Versions, Trials and Betas or other similar versions.

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Version 1.1 (Last Updated: October 7, 2023)

9.3. Additional Disclaimers. Trimble makes the following disclaimers in addition to Section 6 (Warranty Disclaimer) in the General Terms.

- (a) General. TRIMBLE MAKES NO EXPRESS WARRANTY THAT CUSTOMER'S USE OF THE OFFERINGS WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER MALWARE OR PROGRAM LIMITATIONS; THAT TRIMBLE WILL REVIEW CUSTOMER DATA FOR ACCURACY; OR THAT TRIMBLE WILL MAINTAIN CUSTOMER DATA OR OTHER DATA WITHOUT LOSS. TRIMBLE IS NOT LIABLE FOR DELAYS, FAILURES, OR PROBLEMS INHERENT IN USE OF THE INTERNET, SATELLITES, ELECTRONIC COMMUNICATIONS, OR OTHER SYSTEMS OUTSIDE TRIMBLE'S CONTROL. TRIMBLE WILL NOT BE LIABLE IN ANY MANNER FOR THE OUTPUT OBTAINED THROUGH USE OF THE OFFERINGS OR CUSTOMER'S RELIANCE ON SUCH OUTPUT. CUSTOMER IS RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT, AND CONTROL OF CUSTOMER'S USE OF THE OFFERINGS. THIS RESPONSIBILITY INCLUDES THE DETERMINATION OF APPROPRIATE USES FOR THE OFFERINGS AND THE SELECTION OF THE OFFERINGS TO ACHIEVE INTENDED RESULTS. ANY FORMS, POLICIES, OR OTHER MATERIALS PROVIDED BY TRIMBLE THROUGH THE OFFERINGS OR DOCUMENTATION ARE NOT INTENDED AND SHOULD NOT BE RELIED UPON AS LEGAL ADVICE OR LEGAL OPINION. CUSTOMER SHOULD CONSULT ITS OWN LEGAL COUNSEL REGARDING THE USE OF ANY SUCH MATERIALS. CUSTOMER IS ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY AND ACCURACY OF ANY OUTPUT OF THE OFFERINGS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD.
- (b) Correction Services Disclaimers. Customer acknowledges that the Correction Services and related network access are subject to transmission limitations caused by a variety of factors such as atmospheric conditions, topographical obstructions, limitations or lack of coverage of the underlying carrier service and other natural or manmade conditions. Additionally, motor and ignition noise, metal shielding, and interference by users of the same or adjacent radio channels may limit or interfere with Correction Services. Trimble is not responsible for the operation or failure of operation of GNSS satellites or the availability of GNSS satellite signals.
- (c) Third-Party Materials. Third-Party Materials are provided "AS IS" and Customer assumes all risk and liability regarding any use of (or results obtained through) Third-Party Materials. Trimble and its suppliers make no warranty or guarantee with respect to any Third-Party Materials, including regarding their accuracy or continued availability or compatibility.
- (d) Dependencies and Compatibilities. Trimble makes no warranty or guarantee with respect to any Dependencies, Compatibilities, or other factors outside of Trimble's control, including their continued availability or compatibility.
- (e) Prohibited Data. Trimble and its suppliers specifically disclaim any responsibility for, and will not be liable in any manner arising from, any use of the Offerings in connection with Prohibited Data.

10. **Intentionally Omitted.**

11. **Government End-Users.** Elements of the Offerings are commercial computer software. If the user or licensee of the Offerings is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Offerings or any related documentation of any kind, including technical data and manuals, is restricted by the terms of the Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Offerings were developed fully at private expense. All other use is prohibited.

11. **Region-Specific Terms - France.** Solely for purposes of Customers who's billing address is in France, the following shall apply: Prohibited Data included any patient, medical or other protected health information regulated by the French Public Health Code and the GDPR; and Customer's grant of rights in Section 3.1 (Generally) shall be for so long as the Customer Data is protected by intellectual property law.

Addendum #3

Supplemental Terms for Support and Maintenance

Version 1.0 (Last Updated: April 3, 2023)

Capitalized terms not defined herein have the meanings given in the General Terms and the Software Terms.

1. **Scope.** Provided that Customer has paid the applicable fees, Trimble shall provide the Support described in these Support Terms during the Maintenance Term (as defined below). The “**Maintenance Term**” shall be: (a) for Support for SaaS or Licensed Software licensed for a limited term, the applicable Subscription Term, and (b) for Support for Licensed Software licensed on a perpetual basis, the term specified in the Order Form, or if not specified, for a period of one (1) year.
2. **Support.**
 - 2.1. During the applicable Maintenance Term, Trimble shall use reasonable efforts to correct or provide a workaround for any reproducible programming error in the Software attributable to Trimble with a level of effort commensurate with the severity of the error, as reasonably determined by Trimble. Upon identification of any programming error, Customer shall promptly notify Trimble of such error and shall provide Trimble with enough information to reproduce the error, including a listing of output and any other data that Trimble may reasonably request in order to reproduce the error and operating conditions under which the error occurred or was discovered. Trimble shall not be responsible for correcting any errors not attributable to Trimble.
 - 2.2. The **Additional Support Documentation** applicable to your subscription is included on the following pages. If there is any conflict between these Support Terms and such Additional Support Documentation with respect to the description of support services, requirements or procedures, the provisions of such Additional Support Documentation will prevail. Customer agrees and acknowledges that Trimble may use third parties to provide Support on its behalf. Customer expressly consents to Trimble permitting such third parties to access Customer’s information and data to perform the Support for Customer.
3. **Licensed Software Updates and Upgrades.** During the applicable Maintenance Term, Customer shall be entitled to receive all upgrades and updates to the Software that are publicly released by Trimble. The contents and timing of all upgrades and updates will be decided by Trimble in its sole discretion. Any such updates and upgrades will be deemed to be “Software” and licensed under the terms and conditions of the Agreement, including any applicable software end user terms or license agreement. Updates and upgrades exclude (a) new versions of the Software (e.g., a change to the left of the decimal in the version number [e.g., 1.x to 2.x] or otherwise designated by Trimble), and (b) any separate modules and other functionality for which Trimble charges a separate fee.
4. **Limitations and Exceptions.** The following matters are not covered (and Trimble will not have any obligations with respect to such matters) pursuant to these Support Terms:
 - 4.1. Any Software for which applicable fees have not been paid;
 - 4.2. Any problem resulting from the misuse, improper use, alteration, or damage of the Software;
 - 4.3. Any problem resulting from improper or inadequate installation, maintenance, or storage of the Software;
 - 4.4. Any problem caused by modifications of the Software not made or authorized by Trimble;
 - 4.5. Any problem resulting from any hardware or software in either case not developed or supported by Trimble, including, without limitation: any computers, tablets, disk drives, operating systems, network hardware or software, database, or any other hardware or third-party software;
 - 4.6. Any problem resulting from the combination of the Software with other programming or equipment to the extent that such combination has not been approved by Trimble; and
 - 4.7. Errors in any version of the Software other than the most recent release, provided that Trimble will continue to provide Support for superseded releases for a reasonable period (not to exceed ninety (90) days).

Support excludes on-site visits, installation and training, file conversion, optional products and services, directories, consulting services, shipping charges, or any recommended hardware.

5. **Termination or Expiration.** Support will automatically terminate with respect to any Software that is no longer licensed for use as a result of expiration or termination of the Agreement, or replacement of the applicable Software with new releases.

Addendum #3

Supplemental Terms for Support and Maintenance

Version 1.0 (Last Updated: April 3, 2023)

Additional Support Documentation

1. Generally.
 - 1.1. Trimble shall use the applicable level of effort to correct or provide a workaround for any reproducible error in the Offering attributable to Trimble commensurate with the severity of the error, as reasonably determined by Trimble in accordance with Section 3 (Severity Priority Levels) below.
 - 1.2. For certain Offerings as set forth in Section 2 below, Trimble may provide a customer support portal (the “**Support Portal**”), which may allow Customer to submit support requests, report issues, view case histories, search the general knowledge database, and other features, as applicable. In the event of any conflicts between the terms set forth herein and any set forth in the applicable Support Portal, the terms herein shall govern.
 - 1.3. For certain Offerings as set forth in Section 2 below, Trimble will provide support to Customer only by communication with the contacts designated by Customer in the Support Portal or otherwise as instructed by Trimble (each, “**Authorized Support Contact**”). Customer may update Authorized Support Contact(s) from time to time as instructed by Trimble. Trimble may require the Authorized Support Contact(s) to have the relevant technical knowledge regarding the Offerings necessary to assist Trimble as needed.
 - 1.4. Upon identification of any error that cannot be resolved by Customer as first line of support (e.g., via the Support Portal, its internal staff, etc.), then Customer (through its Authorized Support Contact(s)) shall promptly notify Trimble of such error and shall provide Trimble with enough information, assistance, and cooperation to reproduce the error, including a listing of output and any other data that Trimble may reasonably request in order to reproduce the error and operating conditions under which the error occurred or was discovered. Trimble shall not be responsible for correcting any errors not attributable to Trimble.
2. Support Portals. Support portals with information about reporting and general availability are described below.

Offering	Support Portal*	Authorized Support Contacts Only? **
AgileAssets	https://agileassets.com/techsupport	Yes
Cityworks	https://mycityworks.force.com	Yes
e-Builder (non-Fed Ramp)	https://www.e-builder.net/customer-center	No
e-Builder (Fed Ramp)	None***	Yes
Trimble Water	https://mytrimblewater.force.com/s/login	No
Trimble Unity	https://assetlifecycle.trimble.com/en/learn/support	Yes

* Additional phone numbers and hours of availability for contacting Trimble with support requests may be listed in the Support Portal.

** For any Products that do not require an Authorized Support Contact, any Authorized User of Customer may contact support.

*** Authorized Users of e-Builder Enterprise Government Edition may submit support requests by phone (866-254-1531) or email (ebuilder-gov-support@trimble.com). Hours of operation are Monday through Friday 8:00 AM to 6:00 PM Eastern Time. Non-urgent and after-hours support requests should be submitted via email. All support requests submitted via email must include the following information: 1) Authorized Username and email address, 2) Phone number, 3) Account Name, and 4) Brief description of the issue. e-Builder Community and Salesforce are not currently available for the Government Edition.

3. Severity Priority Levels. As soon as reasonably practicable after Customer submits the relevant case information, Trimble will collect additional information and categorize the issue into one of four classifications as set forth below in good faith.

Addendum #3

Supplemental Terms for Support and Maintenance

Version 1.0 (Last Updated: April 3, 2023)

Upon Customer submission of the case information, Trimble will use commercially reasonable efforts to issue a Response (as defined below) by the indicated target response goal set forth below. Once the priority level is determined, Trimble will use the level of effort for resolution described below.

Priority Level*	Priority Criteria	Target Response Goal**	Level of Effort for Resolution
P1	most urgent and impactful	½ hour	Trimble and Customer will prioritize any reasonably available resources to resolve the situation or identify a work around.
P2	urgent and impactful, but usually has an acceptable temporary workaround	½ hour	Trimble and Customer will prioritize any reasonably available resources during standard business hours to resolve the situation or identify a work around.
P3	important, but not urgent and impactful	4 hrs	Trimble and Customer will use generally available resources during standard business hours to resolve the situation or identify a work around.
P4	a low priority, informational, or an enhancement request	24 hrs	Trimble and Customer are willing to use generally available resources during standard business hours to provide information or assistance.

* See Priority Matrix and definitions below. The main factors in determining priority level are urgency and impact. Trimble will also consider in good faith any additional relevant facts and circumstances in consultation with Customer that may result in a mutually agreed upon change in priority level.

** The use of the term "hour(s)" refers to business hours based on Trimble's regular business schedule, and excludes nights, weekends and locally-observed holidays (e.g., 24 hrs equals 3 business days at 8 hrs a day). "Response" means acknowledgment of the issue via the creation of a case number. Determination of priority level will occur as soon as practicable thereafter.

Priority matrix					
		Impact			
		Widespread	Large	Localized	Individualized
Urgency	Critical	P1	P1	P2	P2
	High	P1	P2	P2	P3
	Medium	P2	P3	P3	P3
	Low	P4	P4	P4	P4

Definitions		
Impact	Impact is a measure of the number of users, sites, or devices affected.	Widespread. More than three quarters of users or devices are affected.
		Large. (1) Multiple sites are affected or (2) between one-half and three-quarters of users or devices are affected.
		Localized. (1) A single site is affected or (2) less than one half of users or devices are affected.

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Supplemental Terms for Support and Maintenance

Version 1.0 (Last Updated: April 3, 2023)

Definitions		
		Individualized. A single or a small number of users or devices are affected.
Urgency	Urgency is a measure of the severity of the issue on the Customer's operations.	Critical. Use of Offering as a whole or core functionality is stopped with no work around and with severe immediate impact to the Customer's operations (e.g., outage).
		High. Use of Offering as a whole or core functionality is severely degraded or a work around is available, and with immediate impact to the Customer's operations.
		Medium. Use of Offering or any functionality is not working as expected, and can be addressed through education, training, work around, work order, or a future enhancement.
		Low. All other requests that are not the above.

4. Additional Limitations and Conditions.

- 4.1. Unless otherwise expressly provided by Trimble in writing, Trimble does not support: (i) use of the Offering in a manner other than as authorized in the Agreement; (ii) conversions of Customer's databases to accommodate new hardware or software, (iii) Customer Data debugging or manipulation, (iv) recurring support issues where Customer failed to initiate corrective actions previously recommended by Trimble or to provide information requested by Trimble, (v) implementation, report creation, onsite support, customizations (e.g., scripting or integration), or assistance with server migrations are not included as part of Support, but such services but may be purchased separately, (vi) any Offering where Customer has failed to meet its obligations with respect to the Agreement, including, without limitation, as set forth below.
- 4.2. Customer must (i) require its personnel to obtain adequate training to operate the Offering, (ii) if required by Trimble for the particular Offering, designate Authorized Support Contacts who will submit all support cases to Trimble, (iii) provide internet and/or network access for Trimble when requesting support; and (iv) provide all information and assistance reasonably requested by Trimble related to the support request.
- 4.3. For Licensed Software not hosted by Trimble, Customer is responsible for (i) securing the server environment, local network, and system security and protocols, including having staff qualified to assume responsibility for management administration and support for Customer's hardware, database, and any Third-Party Materials, Dependencies, or Compatibilities, (ii) maintaining regular and frequent data backups, and recovering such data if necessary from backups maintained by Customer, (iii) establishing a secure method of access to Customer's network as well as maintaining security protocols for Customer's network; and (iv) incorporating Releases and any associated data migration.
- 4.4. If any Customer support request is subject to any of the foregoing, then Trimble reserves the right to impose support fees at its then standard commercial time and materials rates for all such services, including pre-approved travel and per diem expenses to be reimbursed consistent with Customer's policies. Trimble will notify Customer in advance of incurring any such fees.

Addendum #4

Supplemental Terms for Services

(Training, e-learning content, implementation, configuration, and other services)

Version 1.0 (Last Updated: April 3, 2023)

Capitalized terms not defined herein have the meanings given in the General Terms.

1. **Generally.** Trimble or its authorized service providers will use commercially reasonable efforts to provide Services to Customer as described in an Order Form or SOW. Any changes in scope must be made in writing and approved by authorized representatives of Customer and Trimble.
2. **Training and E-Learning.** For any Services consisting of delivery of training or e-learning (e.g., videos, manuals, etc.), any content made available by Trimble shall not be deemed a Deliverable (as defined below), notwithstanding anything in an Order Form or SOW to the contrary, and no Intellectual Property Rights therein are assigned or transferred to the Customer. Unless an Order Form states otherwise, prepaid training and e-learning content will expire if not completed within six months from the effective date of the Order Form. Trimble reserves the right to reschedule training if it determines in good faith that attendance is not sufficient or the originally scheduled time or location are no longer feasible. If the Order Form states a date that Services must be completed by, such date is presented for illustrative purposes. The actual completion date for such Services will be provided on the invoice.
3. **Customer Materials.** Customer shall provide Trimble with reasonable access to Customer's technical data, computer programs, files, documentation, and/or other materials (collectively, "**Customer Materials**") and to Customer's resources, personnel, equipment, and facilities to the extent necessary for the performance of Services. Customer will be responsible for and assumes the risk of any problems resulting from the content, accuracy, completeness, competence, or consistency of Customer Materials or its personnel. To the extent that Customer does not timely provide the foregoing access required for Trimble to perform the Services, Trimble shall be excused from performance until such items or access are provided. Customer hereby grants Trimble a limited and revocable right to use the Customer Materials for the purpose of performing the Services. Customer owns and will retain ownership (including all intellectual property rights) in the Customer Materials.
4. **Customer Premises.** Customer shall provide Trimble with safe access to Customer's premises as reasonably required for Trimble to perform the Services, if onsite performance of Services is needed and agreed to by Customer. Trimble personnel shall comply with the Rules and Regulations of Customer related to use of its premises, provided that Customer provides a copy of such Rules and Regulations to Trimble upon request of Trimble.
5. **Customer Dependencies.** Customer is responsible for taking all actions identified or described in the Agreement which are a condition for Trimble to provide Services. Should Customer's failure to take such actions result in a delay of Trimble against a delivery schedule, or result in additional provable costs incurred by Trimble, Trimble shall not be considered to be delayed in its obligations, and Trimble shall be entitled to payment of such additional costs.
6. **Deliverables.** "**Deliverable(s)**" shall mean any Trimble deliverables as expressly set forth on an Order Form or SOW. Trimble hereby grants Customer a worldwide, royalty-free, non-exclusive license to use the Deliverables for its internal business purposes in connection with the Offerings associated with such Deliverables and only for the period of time that Customer has ownership or authorized use of such Offerings. Unless expressly stated otherwise in the applicable Order Form or SOW, Trimble owns and will retain ownership (including all intellectual property rights) in and to the Deliverables (excluding any Customer Materials) and any modifications, improvements, and derivative works thereof (including to the extent incorporating any Feedback). If the Parties have agreed that Trimble will assign ownership of Deliverables to Customer, the relevant SOW must set forth the terms and conditions regarding such assignment.
7. **Other Offerings.** These Services Terms only apply to Services, and not to any other Offerings, even if such other Offerings are referenced in an Order Form. For clarity, all such other Offerings shall not be considered a Deliverable hereunder, and the provision thereof shall be governed by one or more separate agreements between Trimble and Customer.
8. **Non-Solicitation.** During the Term and for a period of 12 months thereafter, Customer, shall not, directly or indirectly, solicit, hire, engage, or attempt to do any of the foregoing, any person who was an employee or independent contractor of Trimble who provided Services to Customer, without Trimble's express prior written consent.

Addendum #5

Supplemental Terms for Hardware

Version 1.0 (Last Updated: April 3, 2023)

Capitalized terms not defined herein have the meanings given in the General Terms.

1. **Delivery.** Delivery times for Hardware are established when an Order is received and accepted by Trimble. Trimble will use commercially reasonable efforts to meet Customer's requested delivery dates, unless Customer is in default under the Agreement or Trimble's performance is otherwise excused (e.g., force majeure, etc.). Late delivery is not a basis for Customer's cancellation of any Order.

Title and risk of loss or damage to the Hardware will pass to Customer upon delivery to Trimble's shipping carrier. Trimble will deliver any shipment FCA (Incoterms 2020) from its warehouse. Customer will pay or reimburse Trimble for all costs of carriage, freight, insurance (if applicable), duty and other related shipping charges. Trimble may fulfill its delivery obligations for Hardware through an Affiliate and/or authorized reseller. Trimble reserves the right to make partial deliveries.

2. **Acceptance, Inspection, Notice of Nonconformance.** All Hardware will be deemed accepted by Customer upon delivery to Trimble's shipping carrier, subject to Customer's right to inspect and reject damaged Hardware or Hardware that do not conform to the Order within 10 days of delivery to Customer. It is Customer's responsibility to give Trimble prompt written notice of identified damage or non-conformance to the Order. If Customer retains the Hardware without giving notice within the designated period, it will be deemed to waive its right of rejection. The foregoing will not, however, prejudice Customer's warranty remedies as described in the applicable Hardware Terms.
3. **Limited Warranty.** Unless the Hardware comes with a limited warranty that provides otherwise, Trimble warrants to Customer, and only to Customer, that the Hardware is designed and manufactured to conform in all material respects to Trimble's specifications and all parts are and will be free from defects in material and workmanship for a period of twelve (12) months from date of shipment. During the warranty period, Trimble's obligations in Section 7 (Sole Remedy; Warranty Procedure) are Customer's only and exclusive remedy for Hardware that Trimble reasonably determines does not meet the limited warranty and is made subject to these Hardware Terms.
4. **Firmware.** Trimble hereby grants Customer a personal, non-exclusive, revocable, non-assignable right to access and use firmware solely as necessary to use the Hardware in accordance with the Documentation. During the limited warranty period, Customer will be entitled to receive such Fixes (as defined below) to the firmware that Trimble releases and makes commercially available and for which it does not charge separately, subject to the procedures for delivery to purchasers of Trimble products generally. Minor Updates (as defined below), Major Upgrades (as defined below), new products, or substantially new software releases, as identified by Trimble, are expressly excluded from this fix process and limited warranty. Receipt of software fixes will not serve to extend the limited warranty period. "**Fix(es)**" means an error correction or other update created to fix a previous software version that does not substantially conform to its Trimble specifications; "**Minor Update**" occurs when enhancements are made to current features in software; and "**Major Upgrade**" occurs when significant new features are added to software, or when a new product containing new features replaces the further development of a current product line. Trimble reserves the right to determine, in its sole discretion, what constitutes a Fix, Minor Update, Major Upgrade, new products, or substantially new software releases.
5. **Non-Trimble Manufactured Products.** Trimble will extend to Customer the manufacturer's warranty, if any, for all equipment and/or software products manufactured by another manufacturer and furnished by Trimble to Customer under such other manufacturer's brands. Customer acknowledges and agrees that Trimble shall not be responsible for separately warranting or supporting the equipment or software products of such other manufacturers.
6. **Warranty Exclusions.** The foregoing Hardware limited warranty will only apply in the event and to the extent that (a) the Hardware is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with the Documentation, and (b) the Hardware is not modified or misused. This limited warranty does not apply to, and Trimble shall not be responsible for defects or performance problems resulting from (i) the combination or use of the Hardware with hardware or software products, information, data, systems, interfaces or devices not made, supplied or specified by Trimble; (ii) the operation of the Hardware under any specification other than, or in addition to, the Documentation; (iii) the unauthorized installation, modification, repair or use of the Hardware; (iv) damage caused by accident, lightning or other electrical discharge, fresh or salt water immersion or spray (outside Hardware specifications), or exposure to environmental conditions for which the Hardware is not intended; (v) normal wear and tear on consumable parts (e.g., batteries) or (vi) cosmetic damage. Trimble does not warrant or guarantee the results obtained through the use of the Hardware. **TRIMBLE**

Addendum #5

Supplemental Terms for Hardware

Version 1.0 (Last Updated: April 3, 2023)

MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO SERVICES, WHICH IF PROVIDED HEREUNDER ARE PROVIDED "AS-IS."

7. **Sole Remedy; Warranty Procedure.** If the Hardware fails during the warranty period for reasons covered by this limited warranty and Customer notifies Trimble of such failure during the warranty period, Trimble will at its option repair or replace the nonconforming Hardware with new, equivalent to new, or reconditioned parts or Hardware or, if either of the foregoing is commercially impractical in Trimble's determination, refund the Hardware purchase price paid by Customer (excluding separate costs of installation, if any) upon Customer's return of the Hardware in accordance with Trimble's product return procedures then in effect. Any repaired or replaced Hardware will be warranted for a period of thirty (30) days or the remainder of the original warranty period, whichever is longer. Warranty service will be provided at a designated Trimble service center or by an authorized Trimble service provider. Except as otherwise agreed by the Parties, Customer shall be responsible for all shipping charges to the designated Trimble service center or authorized Trimble service provider.
8. **Determination of Warranty Applicability:** Trimble reserves the right to refuse warranty services if the Hardware date of purchase cannot be proven, if a claim is made outside the warranty period or if a claim is excluded from the warranty pursuant to the Terms. Following Trimble's examination of Customer's claim, Trimble will notify Customer of warranty status and the repair cost of any out-of-warranty Hardware. At such time Customer must issue a valid purchase order to cover the cost of the non-warranted Hardware repair and return freight or authorize return shipment of the Hardware at Customer's expense as-is.
9. **Non-responsibility for Lost Data.** Trimble shall not be responsible for any modification or damage to, or loss of any programs, data, or other information stored on any media or any part of any Hardware serviced by it or an authorized Trimble service provider, or for the consequence of such damage or loss, e.g., business loss in the event of system, program or data failure. It is Customer's responsibility, prior to servicing, to backup data and remove all features, parts, alterations, and attachments not covered by warranty prior to releasing the Hardware to Trimble. The Hardware will be returned to Customer configured as originally purchased.
10. **Return of Hardware:** All Hardware returns are subject to Trimble's prior written consent and must comply with its product return (RMA) procedures then in effect. Before returning or exchanging Hardware, Customer must contact Trimble directly to obtain an authorization number to include with the return. Customer must return Hardware to Trimble in their original or equivalent packaging, and Customer is responsible for risk of loss, as well as shipping fees back to Trimble. Hardware received but not eligible for return will be sent back to Customer freight collect. For approved returns, Customer will receive credit equal to the lesser of the Hardware invoice price or its current replacement value, less any applicable charges.

Addendum #6

Supplemental Terms for U.S. Public Entities

Version 1.0 (Last Updated: October 7, 2023)

Intentionally Omitted.

Addendum #7
Service Level Agreement; Data Security and Restoration
Version 1.0

1. Availability Service Level Agreement

For any Offering that is either (i) Software-as-a-Service or (ii) Licensed Software hosted by Trimble, the following will apply.

- 1.1. **Target Availability.** Trimble will use commercially reasonable efforts to make the Offering available with an uptime availability (time periods during which Customer has general connectivity to the Offering) (the “**Target Availability**”) as follows:

Offering	Target Availability*
Cityworks	99.9%*
AgileAssets / Pavement Express	99%
Trimble Unity Construct, Maintain, Permit	99.95%
Trimble Water - Trimble Unity Work Management/ Trimble Unity Remote Monitoring	99.5%

**Target Availability is generally for a calendar month; provided that Cityworks target availability will be calculated on a quarterly basis.*

- 1.2. **Exclusions.** The calculation of uptime will not include unavailability to the extent due to: (a) Customer’s use of the Offering in a manner not authorized in the Agreement, (b) general Internet problems, or other factors outside of Trimble’s reasonable control, including without limitation interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion, denial of service attack, (c) Customer’s equipment, software, network connections or other infrastructure, (d) any acts or omissions of Customer or any third-party that is not a service provider of Trimble, (e) failure by Customer to pay any applicable fees under the Agreement, or (f) Scheduled Maintenance or emergency maintenance.
- 1.3. **Scheduled Maintenance.** “**Scheduled Maintenance**” means Trimble’s scheduled, routine, or other maintenance which (1) occurs at such times as may be listed on Trimble’s websites or Support Portal, or (2) Trimble notifies Customer with at least two (2) days advance notice, which can be via the Support Portal, e-mail, or in the Offering. Trimble reserves the right to schedule other maintenance periods on an as needed basis and will notify Customer in advance. Trimble will use commercially reasonable efforts to perform Scheduled Maintenance during low usage times.
- 1.4. **Service Credits.** If there is a verified failure of the Offering to meet Target Availability in a particular month and Customer makes a request for service credit within thirty (30) days after the end of such month, Customer will be entitled to a credit based on the monthly fees due for the affected Offering in such month (“**Service Credit**”). The Service Credit will be calculated as follows:

*Service Credit = Pro Rata Fee * percentage of time that the Offering did not meet the Target Availability*

The “**Pro Rata Fee**” means (1) for Target Availability measured monthly, one-twelfth of the total annual fee for the Offering (excluding taxes, etc.), and (2) for Target Availability measured quarterly, one-fourth of the total annual fee for the Offering (excluding taxes, etc.). The Service Credit will be calculated to the nearest 30-minute interval. The total Service Credits in a month may not exceed twenty percent (20%) of

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Service Level Agreement; Data Security and Restoration
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the Monthly Fee.

Trimble will apply each Service Credit to Customer's next invoice, provided that Customer's account is fully paid up, without any outstanding payment issues or disputes. Customer will not receive any refunds for any unused Service Credits.

- 1.5. Sole Remedy. Service Credits constitute liquidated damages and are not a penalty. The Service Credits set forth in this Section are Customer's sole and exclusive remedy for any failure to meet the Target Availability.

2. Data Security and Restoration

2.1. Software-as-a-Service and Hosted License Software.

- (a) Trimble or its third-party hosting provider(s) shall use commercially reasonable efforts to establish and maintain reasonable administrative, physical, and technical safeguards designed to (a) protect the security, confidentiality, and integrity of Customer Data, (b) protect against anticipated threats or hazards to the security, confidentiality, and integrity of Customer Data; (c) protect against unauthorized access to or use of Customer Data; and (d) protect against unlawful processing, accidental destruction, or loss of Customer Data.
- (b) Trimble will use reasonable efforts to restore lost or damaged Customer Data for Offerings deployed through Trimble hosting services or as Software-as-a-Service, as described in this paragraph, if the loss or damage was caused by Trimble. Trimble will consult with Customer and provide information to Customer regarding the availability of backups and the potential limitations of data restoration. Customer understands that some data loss may result upon restoration based on the frequency and availability of backups. If Customer Data loss or damage is not caused by Trimble, Trimble will provide support and technical assistance for data restoration subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.
- (c) On Premises Licensed Software. Trimble does not provide regular support or technical assistance for the repair or restoration of lost or damaged Customer Data as part of support for Licensed Software not hosted by Trimble, regardless of the cause. Assistance for restoration may be available subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.

Addendum 8
Supplemental Terms to Order Form

1. INTRODUCTION

These Supplemental Terms to Order Form (Supplemental Terms) are made and entered into this ___ day of February, 2025 between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (Customer), and Azteca Systems, LLC, a Trimble Company, a company, authorized to do business in the State of Florida (Trimble), (collectively hereinafter referred to as the Parties).

The following terms and conditions contained in these Supplemental Terms are hereby incorporated in and made a part of the Order Form, along with Addendum 1 - Trimble General Transaction Terms, Addendum 2 - Supplemental Terms for Software Subscriptions, Addendum 3 - Supplemental Terms for Support and Maintenance, Addendum 4 - Supplemental Terms of Services, Addendum 5 - Supplemental Terms for Hardware, Addendum 7 - Availability Service Level Agreement; Data Security and Restoration, and the Exhibits referenced in Section 2.11 below. In the event of any conflict(s) among the terms and conditions contained in these Supplemental Terms and any other documents, these Supplemental Terms shall control.

For and in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

2. DEFINITIONS

The following terms will have the meanings as set forth below:

2.1 Accounts Payable

The unit within Customer Finance Department that deals with accounts payable.

2.2 Agreement

The Order Form along with all Addendums and Exhibits incorporated therein.

2.3 Airport

Tampa International Airport.

2.4 Customer Data

Any information, documents, materials, or other data of any type that is input by or on behalf of Customer into the Offerings or that is created or generated by Customer through Customer's use of the Offerings, including without limitation, information or data that is submitted manually by Authorized users or through a third-party platform. For clarity, Customer Data expressly excludes Usage Data.

2.5 Board

The Hillsborough County Aviation Authority Board of Directors.

2.6 CEO

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The Hillsborough County Aviation Authority Chief Executive Officer.

2.7 CJIS

Criminal Justice Information Services.

2.8 Confidential Information

Information disclosed to the receiving Party under the Agreement that is designated by the disclosing Party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Confidential Information includes, without limitation all scientific, technical, financial, business and other information, all manufacturing, marketing, sales and distribution data, all scientific and test data, documents, methods, techniques, formulations, operations, know-how, experience, skills, intellectual property, trade secrets, computer programs and systems, processes, practices, ideas, inventions, designs, samples, plans, and drawings, including Documentation. Confidential Information does not include information the disclosing Party is required to disclose pursuant to applicable law or court order.

2.9 Data Breach

Includes (a) the loss or misuse (by any means) of any Customer Data; (b) the unauthorized or unlawful access, use, or disclosure of any Customer Data; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any Customer Data.

2.10 Enhancement

Any modification or addition that, when made or added to the Software, materially changes the Software's utility, efficiency, functional capacity, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Trimble as minor or major, depending on Trimble's assessment of their value and of the function added to the Software.

2.11 Error Correction

Either a change or addition that when made or added establishes substantial conformity of the Software to the specification, or a procedure or routine that, when made or added to the Software, brings the operation of the Software into material conformance with the applicable specification, without changing the basic function of the Software.

2.12 Exhibits

Exhibits are attached to the Agreement and are hereby incorporated and made a part of the Agreement. Based on the needs of Customer, the Exhibits may be modified from time to time by letter to Trimble without formal amendment to the Agreement.

- A. Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction
- B. Intentionally Omitted
- C. Intentionally Omitted

Addendum 8
Supplemental Terms to Order Form

- D. Customer Travel Policy P412, Travel, Business Development, and Work Meals Expense
- E. Affidavit of Compliance with Anti-Human Trafficking Laws
- F. Foreign Country of Concern Attestation

2.13 FAA

The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.

2.14 Information Technology (IT) Infrastructure

Hardware, Software, networks, data centers, and facilities that support the delivery of IT services and enable the operation of an organization's information systems.

2.15 Malware

Any type of Software that is designed to harm, impact, or access the Software or any other Customer systems.

2.16 Order Form

The order form used by the Customer and Trimble.

2.17 Personnel

Individuals who are directly employed or contracted by Trimble to perform the Services at the Airport.

2.18 Personally Identifiable Information (PII)

Personal data or information that relates to a specific, identifiable, individual person, including Customer personnel. For the avoidance of doubt, PII includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other cardholder data; (c) CJIS; (d) Protected Health Information; (e) Biometric Information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as PII under the breach notification laws of the fifty states of the United States.

2.19 Release

New versions of the Software, which may include both Software Error Corrections and Enhancements.

2.20 Software Error

Any failure of the Software to substantially conform the applicable specifications. However, any nonconformity resulting from Customer misuse, improper use, alterations, or damage to Software, or Customer combining or merging Software with Hardware or Software not supplied or identified as compatible by Trimble, shall not be considered a Software Error.

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2.21 System

Each of the applications described in the Order Form, including equipment, other hardware, and Software. In most cases, the System software will share equipment.

2.22 Term

The Term of the Agreement commences on February 3, 2025 and will continue through February 2, 2030 unless terminated earlier as provided herein.

2.23 Trust Services Criteria

Criteria that helps verify that System(s) meet security, availability, confidentiality, processing integrity, and privacy requirements, thereby supporting trust and reliability.

2.24 TSA

The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

2.25 Upgrades

New version of Software that generally add features, new functionality, new certifications, and/or that generally increase capacity of the Software to process information. Upgrades include, but are not limited to, Releases, which may include both Error Corrections and Enhancements.

2.26 Vice President of Procurement

Customer contact person responsible for the Customer Procurement Department.

3. ADDENDUMS AND EXHIBITS

The following documents are attached hereto and are hereby incorporated and made a part of the Agreement. Based on the needs of Customer, these documents may be modified from time to time by letter agreement of the Parties without formal amendment to the Agreement.

3.1 Addendums

1. Trimble General Transaction Terms
2. Supplemental Terms for Software and Subscriptions
3. Supplemental Terms for Support and Maintenance
4. Supplemental Terms for Services
5. Supplemental Terms for Hardware
6. Intentionally Omitted
7. Service Level Agreement; Data Security and Restoration
8. Supplemental Terms to Order Form

4. TERM AND TERMINATION

Addendum 8
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4.1 Effective Date

The Agreement will become effective upon execution by Trimble and approval and execution by Customer. The Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

4.2 Term

The Term of the Agreement commences on February 3, 2025 and will continue through February 2, 2030 unless terminated earlier as provided herein.

4.3 Extension

Upon the expiration of the Term, the Parties may renew or extend the Agreement pursuant to agreed-upon amendment.

4.4 Termination

Either Party may terminate the Agreement if the other Party (a) fails to cure a material breach of the Agreement (including a failure to pay fees), or fails to provide a written plan of cure reasonably acceptable to the non-breaching Party, within thirty (30) days after the non-breaching Party's receipt of written notice specifying such breach or failure, (b) becomes designated by an applicable governmental entity as a business with which a Party is prohibited from doing business with (e.g., via governmental sanctions program), or (c) seeks protection under insolvency or comparable proceeding, or if such proceedings are instituted against that Party and not dismissed within sixty (60) days.

4.5 Early Termination

Customer may terminate the Agreement, without cause, by giving thirty (30) days written notice to Trimble. Customer does not guarantee work or any amount of work to Trimble during the Term of the Agreement.

5. FEES AND PAYMENTS

5.1 Invoices

Trimble will issue invoices in accordance with the billing frequency stated in the Order Form. Invoices required by the Agreement will be created and submitted by Trimble to Customer's Finance Department via email to Payables@TampaAirport.com in a form acceptable to Customer and will include at a minimum the invoice date, invoice amount, dates of Services, and purchase order number.

Unless otherwise set forth in the Order Form, payments are due net 30 days from the date of invoice. Customer will make payment in U.S. currency. Trimble is entitled to offset payments against prior debt balances in Customer's account. No credit, carryover, or refund will be given for any unused Offerings (e.g., services hours, data usage) allocated or available for use during

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an indicated period of time.

Delinquent payments not subject to a bona fide dispute will bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law. If Customer does not object in writing to an invoiced amount by the invoice due date, Customer will be deemed to have acknowledged the correctness of that invoice and to have waived its right to dispute that invoice. A dispute as to a portion of any invoice or amount owed will give Customer the right to withhold or delay payment of the disputed portion only. Customer will be liable for all costs of collection of past due amounts (including attorneys' fees).

Trimble may suspend Customer's access to or Trimble's provision of Offerings, as applicable, on five (5) business days prior notice if Customer fails to timely pay any invoice not subject to a bona fide payment dispute or fails to use diligent good faith efforts to resolve a bona fide payment dispute (unless cured during the notice period).

Trimble has the continuing right to review Customer's credit and, if reasonably determined necessary by Trimble, change Customer's payment terms, and may at any time demand advance payment, satisfactory security (such as, but not limited to, a confirmed, irrevocable letter of credit acceptable to Trimble), or a guarantee of prompt payment prior to shipment or service activation.

5.2 Travel Expenses

Trimble will invoice Customer for reasonable and pre-approved out-of-pocket travel expenses incurred in connection with performing Services. Expenses may be invoiced separately from fees. All travel expenses shall be in accordance with Exhibit D, Customer Travel Policy P412, Travel, Business Development, and Work Meals Expenses.

5.3 Payment Method

Trimble will receive electronic payments via Automated Clearing House (ACH), ePayables, or Purchasing Card (PCard). Information regarding the electronic payment methods and processes, including net terms, is available on Customer website at www.TampaAirport.com > Business & Community > Business Opportunities > Supplier Resources > Work with Procurement > Supplier Resources & Training > Electronic Payment Methods. Customer reserves the right to modify the electronic payment methods and processes at any time. Trimble may change its selected electronic payment method during the Term of the Agreement in coordination with Accounts Payable.

In accordance with Florida Statute Section 501.0117, companies that accept credit cards as a valid form of payment are prohibited from imposing a surcharge.

5.4 Payment When Services Are Terminated at the Convenience of Customer

In the event of termination of the Agreement for the convenience of Customer, Customer will

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compensate Trimble as listed below; however, in no event shall Trimble be entitled to any damages or remedies for wrongful termination.

- A. All subscription fees for the Term shall immediately become due and payable. All previously paid subscription fees (both used and unused) shall be non-refundable and forfeited. Furthermore, all earned, but unpaid, fees for professional services (implementation, configuration, training, and consulting), if any, must be paid in full before the termination becomes effective; and
- B. Expenses incurred by Trimble in effecting the termination of the Agreement as approved in advance in writing by Customer.

5.5 Prompt Payment

Trimble must pay any of its subcontractor(s) who have submitted verified invoices for work already performed within ten (10) calendar days of being paid by Customer. Any exception to this prompt payment provision will only be for good cause with prior written approval of Customer. Failure of Trimble to pay any of its subcontractor(s) accordingly will be a material breach of the Agreement.

5.6 Non-Appropriation of Funds

The Customer's funds for future and ongoing purchases are contingent on the availability of future appropriations of funds. If funds are not appropriated for any payments due under the Agreement, Customer will promptly notify Trimble in writing and the applicable Order Form will terminate as of the date of the notice in accordance with Section 4.5, Early Termination above and the Customer will have no further obligation to make any payments with respect to the affected Order, provided, however, that the Customer shall pay for any goods or Services ordered prior to the date of the Customer's notice of Termination.

6. TAXES

All fees included in the Agreement are quoted exclusive of taxes. The laws of the State of Florida provide that sales tax and use taxes are payable by Trimble upon the tangible personal property incorporated in the work and such taxes will be paid by Trimble. Customer is exempt from all State and Federal sales, use and transportation taxes.

7. OWNERSHIP OF DOCUMENTS

Intentionally Omitted.

8. QUALITY ASSURANCE

Trimble will be solely responsible for the quality of all Services furnished by Trimble, its employees and/or its subcontractors under the Agreement. Trimble's Services and deliverables must conform with all applicable Federal and State laws, regulations and ordinances. Notwithstanding the foregoing, regarding the accessibility of any Software provided, Trimble will comply with accessibility requirements to the extent set forth in the then current Accessibility

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Conformance Report for the relevant Offering.

Trimble will perform Services in a professional and workmanlike manner. If notified of a non-conformity within ten (10) days of delivery of the applicable Services, and if Customer provides a sufficiently detailed justification to Trimble to allow Trimble to identify the non-conforming Services, Trimble will, as its sole liability and obligation for failure to provide Services meeting this warranty, either (a) re-perform the non-conforming Services at no additional cost to Customer, (b) provide a workaround acceptable to the Customer, or (c) issue a credit for any Services which Trimble identifies as non-conforming.

9. NON-EXCLUSIVE

Trimble acknowledges that Customer has hired, or may hire, others to perform Services similar to or the same as those within Trimble's Services under the Agreement. Trimble further acknowledges that the Agreement is not a guarantee of the assignment of any work and that the assignment of work to others is solely within Customer's discretion.

10. INDEMNIFICATION

10.1 To the maximum extent permitted by Florida law, in addition to Trimble's obligation to provide pay for and maintain insurance as set forth elsewhere in these Supplemental Terms, Trimble will indemnify and hold harmless Customer, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (each brought or asserted by a third party and including but not limited to claims for attorney's fees and dispute resolution costs) caused in whole or in part by the:

- A. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
- B. any breach of the terms of the Agreement, including these Supplemental Terms; and/or
- C. violation of any law, regulation, rule, order, decree, ordinance, Federal directive or Federal circular

by Trimble or Trimble's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Trimble, whether the liability, suit, claim, procedure, lien, expense, loss, cost, royalty, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claim(s) to the extent caused by the negligence, acts or omissions of the Customer, its members, officers, agents, employees, or volunteers.

10.2 In addition to the duty to indemnify and hold harmless, Trimble will have the separate

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and independent duty to defend Customer, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, liens, expenses, losses, costs, royalties, fines, attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the:

- A. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
- B. any breach of the terms of the Agreement, including these Supplemental Terms; and/or
- C. violation of any law, regulation, rule, order, decree, ordinance, Federal directive, Federal circular or ordinance

by Trimble or Trimble's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Trimble to the extent it is caused in part by Trimble, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Trimble by a party entitled to a defense hereunder. This duty to defend obligation expressly applies, and shall be construed to include, any and all claim(s) to the extent caused by the negligence, acts or omissions of the Customer, its members, officers, agents, employees, or volunteers.

- 10.3 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Trimble agrees to the following: To the maximum extent permitted by Florida law, Trimble will indemnify and hold harmless Customer, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Trimble and persons employed or utilized by Trimble in the performance of this Agreement.
- 10.4 Intentionally Omitted.
- 10.5 Trimble's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of the Agreement until it is determined by final judgment that any suit, claim or other action against Trimble, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
- 10.6 In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, Trimble shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Trimble and persons employed or utilized by Trimble

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in the performance of the Agreement. This indemnification in this paragraph shall survive the termination of the Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

- 10.7 Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability of Customer, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- 10.8 Customer and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Trimble of any of its obligations under this Article.
- 10.9 If the above Articles 10.1 – 10.8 or any part of Articles 10.1 – 10.8 are deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.
- 10.10 Intellectual Property Indemnification by Trimble. Trimble shall defend Customer from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Customer by a third party based upon Customer's use of the Offerings in accordance with the terms of the Agreement and pay any resulting settlement or final judgment. If Customer's use of any of the Offerings are, or in Trimble's opinion are likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Trimble may, in its sole discretion: (a) substitute substantially functionally similar programs and documentation for the Offerings; (b) procure for Customer the right to continue using the Offerings; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer all prepaid but unused fees. The foregoing indemnification obligation in this Section 10.10 will not apply: (1) if the Offerings are modified by any party other than Trimble; (2) if the Offerings are combined with other non-Trimble products, but solely to the extent that the alleged infringement is caused by such combination; (3) to any unauthorized use of the Offerings; (4) to any unsupported release of the Offerings; or (5) to any third-party code, content, and/or data contained in and/or delivered with the Offerings.

11. ACCOUNTING RECORDS/AUDIT REQUIREMENTS

11.1 Books and Records

In connection with payments to Trimble under the Agreement, it is agreed Trimble will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Trimble will maintain such books and records for five years after the end of the Term of the Agreement. Records include, but are not limited to, books, documents, papers, records, research, and Order Forms related to the Agreement. Trimble will not destroy any records related to the Agreement without the express written permission of the Customer.

11.2 Customer Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the Term of the Agreement or within three years after the end of the

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Agreement, the Customer, FAA, Federal Highway Administration, FDOT, FEMA, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller General of the United States, or any duly authorized representative of each (Auditors), have the right to initiate and perform audits, inspections or attestation engagements over Trimble's records for the purpose of determining payment eligibility under this Agreement or over selected operations performed by Trimble under the Agreement for the purpose of determining compliance with the Agreement.

Free and unrestricted access will be granted to all of Trimble's records directly pertinent to the Agreement or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors directly pertinent to the Agreement or any work order. If the records are kept at locations other than the Airport, Trimble will arrange for said records to be brought to a location convenient to Auditors or will provide records electronically in a computer-readable format acceptable to the Auditors at no additional cost to conduct the engagement as set forth in this Article.

Trimble agrees to deliver or provide access to all records requested by Auditors within thirty (30) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within fourteen (14) calendar days of each request.

Auditors have the right during the engagement to interview Trimble's employees, subconsultants, and subcontractors, and to retain copies of any and all records as needed to support auditor workpapers.

If as a result of any engagement it is determined that Trimble has overcharged Customer, Trimble will re-pay Customer for such overcharge.

Approvals by the Customer's staff for any Services included or not included in this Agreement do not act as a waiver or limitation of the Auditor's right to perform engagements.

Trimble will notify the Customer no later than seven (7) days after receiving knowledge that it is subject to any other audit, inspection or attestation engagement related to this Agreement and provide Customer a copy of any audit documents or reports so received.

Trimble agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. Trimble will include a provision providing Auditors the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed directly related to the Agreement.

12. INSURANCE

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Trimble must maintain the following limits and coverages uninterrupted or amended through the Term of the Agreement. In the event Trimble becomes in default of the following requirements, the Customer reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability will provide that the Customer, members of the Customer's governing body, and the Customer's officers, volunteers, agents, and employees are included as additional insureds.

12.1 Required Coverage - Minimum Limits

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Services performed pursuant to the Agreement will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to the Agreement.

12.2 Commercial General Liability Insurance

The minimum limits of insurance covering the Services performed pursuant to the Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of or in connection with ongoing operations performed by, or on behalf of, Trimble under the Agreement or the use or occupancy of Customer premises by, or on behalf of, Trimble in connection with the Agreement. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 30 37 10 01.

	<u>Supplemental Terms Specific</u>
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

12.3 Workers' Compensation and Employer's Liability Insurance

The minimum limits of insurance are:

Part One:	"Statutory"
Part Two:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

12.4 Business Automobile Liability Insurance

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Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to the Agreement are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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12.5 [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

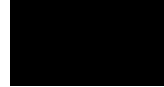
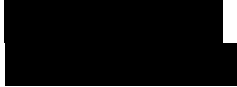
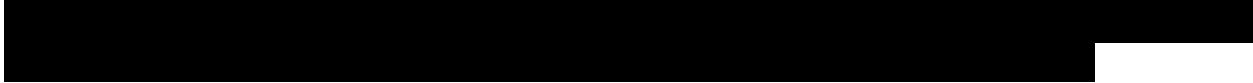
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12.7 Waiver of Subrogation

Trimble, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the Agreement, waives all rights against the Customer, members of Customer’s governing body and the Customer’s officers, volunteers, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Trimble.

12.8 Incident Notification

Trimble will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury, property damage, Data Breach, security breach, ransomware (data theft), or an extortion threat occurring on Customer-owned property, tenant-owned property or third-party property.

12.9 Customer Claims, Issues, or Complaints

All customer claims, issues, or complaints regarding property damage, bodily injury, data theft, or an extortion threat related to Trimble will be promptly handled, addressed and resolved by Trimble.

Trimble will track all customer claims, issues, and complaints and their status on a Claims Log available for review, as needed, by Customer Enterprise Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Customer Enterprise Risk Management has the option to monitor all incidents, claims, issues or complaints where the Customer could be held liable for injury or damages.

12.10 Conditions of Acceptance

The insurance maintained by Trimble must conform at all times with Customer Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Customer website at www.TampaAirport.com > Business & Community > Business Opportunities > Supplier Resources > Work with Procurement > Supplier Resources & Training > Insurance for Suppliers. Customer will reasonably notify Company of any changes to the insurance requirements. Material changes may require an amendment to the Agreement, which shall be negotiated in good faith and not unreasonably

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refused.

13. COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS

During the performance of the Agreement, Trimble, for itself, its assignees and successors in interest, agrees as follows:

- 13.1 Compliance with Regulations. Trimble will comply with Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are incorporated herein by reference and made a part of the Agreement.
- 13.2 Nondiscrimination. Trimble, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Trimble will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Supplemental Terms covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of the Agreement, Trimble, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and

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- contractors, whether such programs or activities are Federally funded or not);
 - H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - I. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Trimble must take reasonable steps to ensure that LEP persons have meaningful access to Trimble’s programs (70 Fed. Reg. at 74087 to 74100); and
 - L. Title IX of the Education Amendments of 1972, as amended, which prohibits Trimble from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 13.3 Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Trimble for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Trimble of Trimble’s obligations under the Agreement and the Nondiscrimination Acts and Authorities relative to of race, color or national origin.
- 13.4 Information and Reports. Trimble will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Customer or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Trimble is in the exclusive possession of another who fails or refuses to furnish this information, Trimble will so certify to the Customer or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 13.5 Sanctions for Noncompliance. In the event of Trimble’s non-compliance with the non-discrimination provisions of the Agreement, the Customer will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, (a) withholding of payments to Trimble under the Agreement until Trimble complies,

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and/or cancellation; (b) canceling, terminations or suspending the Agreement, in whole or in part.

- 13.6 Incorporation of Provisions. Trimble will include the provisions of Paragraphs 13.1 through 13.5 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations, and/or directives issued pursuant thereto. Trimble will take such action with respect to any subcontract or procurement as Customer or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, that if Trimble becomes involved in or is threatened with, litigation with a subcontractor or supplier because of such direction, Trimble may request Customer to enter into such litigation to protect the interests of Customer. In addition, Trimble may request the United States to enter into such litigation to protect the interests of the United States.
- 13.7 Trimble assures that, in the performance of its obligations under the Agreement, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Trimble, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Trimble, if required by such requirements, will provide assurances to Customer that Trimble will undertake an affirmative action program and will require the same of its subconsultants.

14. CUSTOMER APPROVALS

Except as otherwise indicated elsewhere in the Agreement, wherever in the Agreement approvals are required to be given or received by the Customer, it is understood that the CEO or a designee of the CEO is hereby empowered to act on behalf of the Customer.

15. DATA SECURITY

15.1 Customer Data

Customer is responsible for its Customer Data, including its content, accuracy, and compliance with Laws. Customer represents and warrants that it has made all disclosures and has all rights, consents, and permissions necessary to use its Customer Data with the Offerings and grant Trimble the rights in Data Use and Ownership, all without violating or infringing Laws, third-party rights (including intellectual property, publicity, or privacy rights), or any terms or privacy policies that apply to its Customer Data. If Customer utilizes data fields available in the Offerings to store data not required for the normal use and operation of the Offerings for their intended purpose, Customer agrees that Trimble is not responsible for, and will not be liable in any manner for such data, and Customer assumes all risks associated with, and agrees to hold Trimble harmless from and against any and all claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) related to or arising from, Customer's use of data fields to store such data.

Trimble will not attempt to access, and will not allow its Personnel access to, Customer Data or

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third-party data that is not required for the performance of the Services under the Agreement by such Personnel.

Trimble is obligated to maintain the confidentiality and security of all Customer Data in connection with the performance of the Services.

Trimble must provide to Customer, without charge, the timely application of any Upgrades to Software required for Services that are available to third-parties. Software Upgrades must include, but not be limited to, new version Releases and operating System patching, as well as bug fixes.

Trimble understands and acknowledges that, to the extent that performance of its obligations under the Agreement involves or necessitates the processing of PII, Trimble will act in accordance with the terms of the Agreement.

If Customer is required to provide or rectify information regarding an individual's PII, Trimble will reasonably cooperate with Customer to the full extent necessary to comply with data protection laws. If a request by a data subject is made directly to Trimble, Trimble will notify Customer of such request as soon as reasonably practicable.

15.2 No Malware/Surreptitious Code

Trimble presents and warrants that it has not and will not introduce or cause to be introduced Malware or any code surreptitiously that isn't required for the primary purpose of the Services in any Customer Information Technology environment at any time. If Trimble discovers that Malware or surreptitious code has been introduced into Software, Trimble must, at no additional charge to Customer, (a) immediately undertake to remove such Malware, (b) notify Customer in writing within three (3) business days, and (c) use reasonable efforts to correct and repair any damage to Customer Data or Software and otherwise assist the Customer in mitigating such damage and restoring any affected Services, Software or equipment.

15.3 Data Protection Laws

Trimble will comply with all applicable data protection laws, including those that would apply if Trimble, rather than the Customer, were the owner or data controller of any Customer Data in its possession or under its control in connection with the Services.

15.4 Global Positioning System (GPS)

Trimble will list any dependency on GPS technology or GPS technology incorporated in their product.

16. SYSTEM AND ORGANIZATION CONTROL 2

Trimble must provide a System and Organization Control 2 (SOC 2) report, or equivalent as determined by the Customer, prepared by a qualified, licensed, and independent CPA firm or

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agency accredited by the American Institute of Certified Public Accountants (AICPA) annually. There may be no limitation on the scope of the engagement that would preclude the auditor from expressing an unqualified opinion on compliance with the applicable Trust Services Criteria.

Note that information contained in the SOC 2 report may be confidential and such Confidential Information will not be disclosed to the public under Section 119.0725, Florida Statutes. In the event Customer receives a public record request for Trimble's SOC 2 report, Customer shall promptly upon receipt of such request notify Trimble of the same in order to provide Trimble with a good faith opportunity to obtain a protective order or other injunctive relief.

17. USE OF ARTIFICIAL INTELLIGENCE

- 17.1 Artificial Intelligence (AI) means any machine learning, deep learning, or other automated systems that use algorithms to learn from and make predictions or decisions based on data.
- 17.2 Reserved.
- 17.3 Any use of AI including, but not limited to generative AI, via platforms, tools, and software must be consistent with Customer Policies, Standard Procedures, Rules and Regulations and applicable laws.
- 17.4 To maintain the security of Customer Data and IT systems, Trimble is prohibited from attempting to gain access to unapproved AI applications when using Customer Data. To avoid potential data leaks or security incidents, Trimble is prohibited from inputting, uploading, or otherwise integrating any Customer Data into AI without the prior written consent of the Customer following Trimble's request for approval to use AI. Examples of uses that are prohibited unless the Customer grants prior written consent include but are not limited to: design, planning, decision making and on-site operations.
- 17.5 Trimble acknowledges and agrees that any Customer Data obtained using AI technology is the property of the Customer, and Trimble shall not use such data for any purpose other than to provide Services to the Customer. Specifically, Trimble shall not use Customer Data as training data for any AI models or algorithms that will be used by any third-party organization or individual outside of Trimble without the express written consent of the Customer. Unless authorized by Customer, Trimble shall take reasonable measures to ensure that Customer Data is not inadvertently used as training data for any third-party AI models or algorithms and shall promptly notify the Customer in the event of any unauthorized use or disclosure of Customer Data.
- 17.6 Trimble's request for approval to use AI must be submitted in writing and contain the following:
 - A. The specific Customer Data to be used;
 - B. The purpose and intended use of the AI;
 - C. The potential benefits and risks associated with using the AI;
 - D. The measures in place to ensure data security and confidentiality;

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- E. The mechanisms in place for ensuring compliance with applicable laws including but not limited to data privacy and data protection laws; and
 - F. A dataflow diagram which illustrates the flow of data within the Services as well as detailed identification of data sources, data stores, data processing, networks and AI utilized.
- 17.7 Customer shall have sole and absolute discretion to approve or deny the use of AI for any aspect of the Services.
- 17.8 To maintain the confidentiality of the Customer's data, Trimble must only share information with approved Personnel and must not input Sensitive Security Information (SSI) into AI systems. Trimble should not input Customer intellectual property into non-approved generative AI applications or enter PII for Customer employees, customers, or other third-parties into any non-approved AI application. Trimble should contact the Customer if it is unsure whether it should input certain information.
- 17.9 Trimble must implement robust security measures to protect the Customer's Information from unauthorized access, use or disclosure. This includes but is not limited to: Encryption of data in both transit and at rest; access controls limiting data access to authorized Personnel only; and regular security audits and assessments.
- 17.10 To maintain transparency and protect the Customer from claims against copyright infringement and/or theft of intellectual property, all AI generated content must be cited and reviewed when used for Customer purposes. At a minimum, a footnote stating "This content generated with the assistance of AI" should exist on any document or work product created with the assistance of AI. Trimble should clearly attribute any output to the AI application that created the output through a footnote or other means visible to any reader or user. Trimble should also maintain a record of AI use that can be shared with authorized Customer personnel upon request. Trimble will provide the Customer with regular reports detailing any use of AI involving Customer Data including any incidents of unauthorized access or breaches. Trimble must be able to demonstrate that AI has controlled bias and third-party infringement mitigation in place.
- 17.11 Trimble should not use AI applications to create text, audio, or visual content for purposes of committing fraud or to misrepresent an individual's identity.
- 17.12 Trimble is fully liable for any damages arising out of use of AI and Customer Data.
- 17.13 Upon termination of the Agreement, Trimble agrees to return all Customer Data to the Customer and securely destroy any copies in its possession, including those stored in any AI or other databases.

18. VPN ACCESS

18.1 Background Check Requirement

Trimble agrees to conduct background checks, as set out below, on all employees, contractors, and subcontractors who will have access to Customer IT infrastructure, whether directly or remotely. These background checks must be completed prior to date of hire of Trimble

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employees, contractors and subcontractors.

18.2 Scope of Background Checks

The background checks must include, at a minimum:

- Verification of identity
- Criminal history checks using the guidelines required in Airport Security 49 CFR 1542
- Employment history verification
- Education and qualification verification

18.3 Certification of Compliance

If requested, Trimble shall provide the Customer a written certification, signed by an officer duly authorized to sign on behalf of Trimble, verifying compliance with the background check requirements outlined in the Agreement. The certification must confirm that any Personnel with access to the Customer's IT Infrastructure have passed the background checks and do not have any disqualifying offenses, as stated in Airport Security 49 CFR 1542.

18.4 Right to Audit

The Customer reserves the right to audit Trimble's background check processes to ensure compliance with the Agreement. Such audits may be conducted upon reasonable notice and during Customer business hours.

18.5 Immediate Termination

The Customer reserves the right to immediately terminate access to Customer IT Infrastructure for any Personnel who are found to have disqualifying offenses, as stated in Airport Security 49 CFR 1542, or if Trimble fails to comply with these background check requirements.

19. DISPUTE RESOLUTION

19.1 Claims and Disputes

- A. A claim is a written demand or assertion by one of the Parties seeking, as a matter of right, an adjustment or interpretation of the Agreement, payment of money, extension of time, or other relief with respect to the terms of the Agreement. The term claim also includes other matters in question between Customer and Trimble arising out of or relating to the Agreement. The responsibility to substantiate claims will rest with the party making the claim.
- B. If for any reason Trimble deems that additional cost or time is due to Trimble for work not clearly provided for in the Agreement, or previously authorized changes in the work, Trimble will notify Customer in writing of its intention to claim such additional cost or time. Trimble will give Customer the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein

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will constitute a waiver of said claim.

- C. Written notice of intention to claim must be made within thirty (30) days after Trimble first recognizes the condition giving rise to the claim or before the work begins on which Trimble bases the claim, whichever is earlier.
- D. When the work on which the claim for additional cost or Supplemental Terms time is based has been completed, Trimble will, within ten (10) days, submit Trimble's written claim to Customer. Such claim by Trimble, and the fact that Customer has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- E. Pending final resolution of a claim, unless otherwise agreed in writing, Trimble will proceed diligently with performance of the Agreement and maintain effective progress to complete the work within the time(s) set forth in the Agreement.
- F. The making of final payment for the Agreement may constitute a waiver of all claims by Customer except those arising from:
 - 1. Claims, security interests or encumbrances arising out of the Agreement and unsettled;
 - 2. Failure of the work to comply with the requirements of the Agreement;
 - 3. Terms of special warranties required by the Agreement; and
 - 4. Latent defects.

19.2 Resolution of Claims and Disputes

A. The following shall occur as a condition precedent to Customer review of a claim unless waived in writing by Customer.

First Meeting: Within five (5) days after a claim is submitted in writing, Trimble's representatives who have authority to resolve the dispute shall meet with Customer representatives who have authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Second Meeting: If the First Meeting fails to resolve the dispute or if the Parties fail to meet, a senior executive for Trimble and for Customer, neither of which have day to day Supplemental Terms responsibilities, shall meet, within ten (10) days after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. Customer may invite other Parties as necessary to this meeting. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by

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legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Following the First Meeting and the Second Meeting, Customer will review Trimble's claims and may (1) request additional information from Trimble which will be provided to Customer within a reasonable time period not to exceed thirty (30) days, or (2) render a decision on all or part of the claim in writing within twenty-one (21) days following the receipt of such claim or receipt of additional information requested.

B. Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power.

C. Any action initiated by either party associated with a claim or dispute will be brought in accordance with the Applicable Law and Venue Article below.

20. NON-EXCLUSIVE RIGHTS

The Agreement will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

21. LAWS, REGULATIONS, ORDINANCES, AND RULES

Trimble, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable Federal, State, and local laws and regulations, Customer Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Customer and agreed to by Trimble, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the Federal, State, or local government, including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Trimble, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Trimble or Customer by the Federal Government including but not limited to FAA or TSA.

22. COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

IF TRIMBLE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TRIMBLE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THESE SUPPLEMENTAL TERMS, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM,

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**HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287,
TAMPA FL 33622.**

Trimble agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by the Customer in order to perform the Services contemplated by this Supplemental Terms.
- B. Upon request from the Customer custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by applicable law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of the Term of the Agreement and following completion of the Term of the Agreement.
- D. Upon completion of the Term of the Agreement, keep and maintain public records required by the Customer to perform the Services. Trimble shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer custodian of public records, in a format that is compatible with the information technology systems of the Customer.

The Customer maintains its records in electronic form in accordance with the State of Florida records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and stored electronically as the authoritative record copy as part of the Customer's record management process. Once that occurs, the paper original version of this document will be destroyed.

23. NOTICES AND COMMUNICATIONS

All notices or communications whether to Customer or to Trimble pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO CUSTOMER:
(MAIL DELIVERY)

HILLSBOROUGH COUNTY AVIATION
AUTHORITY
TAMPA INTERNATIONAL AIRPORT
P.O. BOX 22287

OR (HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION
AUTHORITY
SKYCENTER ONE
5411 SKYCENTER DRIVE
SUITE 500

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TAMPA, FLORIDA 33622-2287
ATTN: CHIEF EXECUTIVE OFFICER

TAMPA, FLORIDA 33607-1470
ATTN: CHIEF EXECUTIVE OFFICER

TO TRIMBLE:

(MAIL DELIVERY)
10368 WESTMOOR DRIVE
WESTMINSTER, CO 80021 USA
ATTN: GENERAL COUNSEL –
IMPORTANT LEGAL NOTICE

OR (HAND DELIVERY)
10368 WESTMOOR DRIVE
WESTMINSTER, CO 80021 USA
ATTN: GENERAL COUNSEL –
IMPORTANT LEGAL NOTICE

WITH A COPY TO:

Azteca Systems, LLC,
11075 South State, Suite 24,
Sandy, Utah 84070

or to such other address as either party may designate in writing by notice to the other party delivered in accordance with the provisions of this Article.

If notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required.

24. SUBORDINATION OF CONTRACT

It is mutually understood and agreed that the Agreement, which includes these Supplemental Terms, may require alteration to comply with any existing or future agreement between Customer and the United States of America, its Boards, Agencies, Commissions, and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. In the event any existing or future agreement between Customer and the United States of America, its Boards, Agencies, Commissions, and others requires an alteration of the Agreement, the Parties shall confer and reasonably negotiate an amendment in good faith.

25. SUBORDINATION TO TRUST AGREEMENT

It is mutually understood and agreed that the Agreement, which includes these Supplemental terms, may require alteration to comply with the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Customer to secure bonds issued by, or other obligations of, Customer. In the event any existing or future agreement between Customer and the United States of America, its Boards, Agencies, Commissions, and others requires an alteration of the Agreement, the Parties shall confer and reasonably negotiate the amendment in good faith. Upon Trimble's written consent, the obligations of Trimble hereunder may be pledged, transferred, hypothecated, or assigned at any time by Customer to secure such obligations.

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26. ASSIGNMENT AND SUBCONTRACTING

Trimble may use subcontractors in the performance of its obligations under the Agreement, upon Customer written approval, and will be responsible for the acts and omissions of its subcontractors in their performance of Trimble's obligations under the Agreement.

Trimble will not assign, subcontract, sublease, or license the Agreement without the prior written consent of Customer. Such consent may be withheld at the sole discretion of Customer but may not be unreasonably withheld. If assignment, subcontract, sublease, or license is approved, Trimble will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of the Agreement.

In no event will any approved assignment, subcontract, sublease, or license diminish Customer rights to enforce any and all provisions of the Agreement.

Before any assignment, subcontract, sublease, or license becomes effective, the assignee, subcontractor, sublessee, or licensee will assume and agree by written instruments to be bound by the terms and conditions of the Agreement during the remainder of the Term. When seeking consent to an assignment hereunder, Trimble will submit a fully executed original of the document or instrument of assignment to Customer.

27. APPLICABLE LAW AND VENUE

The Agreement will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to the Agreement will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

Trimble hereby waives any claim against the Customer and the indemnified parties for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of the Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring the Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

28. ANTI-HUMAN TRAFFICKING LAWS

Trimble is required to complete Exhibit E, Affidavit of Compliance with Anti-Human Trafficking Laws, at the time the Agreement is executed and to complete a new Exhibit E for each renewal option period, if any.

The Agreement will be terminated in accordance with Florida Statute Section 787.06 (13) if it is found that Trimble submitted a false Affidavit of Compliance with Anti-Human Trafficking Laws as provided in Florida Statute Section 787.06 (13).

29. RIGHT TO AMEND

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In the event that the United States Government including but not limited to the FAA and TSA, or its successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes to the Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Trimble agrees reasonably consider such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of the Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Trimble be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

30. NON-DISCLOSURE

All written and oral information and materials (Information) disclosed or provided by Customer to Trimble under the Agreement will not be disclosed by Trimble, whether or not provided before or after the date of the Agreement.

The Information will remain the exclusive property of Customer and will only be used by Trimble for purposes permitted under the Agreement. Trimble will not use the Information for any purpose which might be directly or indirectly detrimental to Customer or any of its affiliates or subsidiaries.

Trimble will prevent the unauthorized use, access, acquisition, disclosure, dissemination or publication of the Information. Trimble agrees that it will cause its employees and representatives who have access to the Information to comply with these provisions and Trimble will be responsible for the acts and omissions of its employees and representatives with respect to the Information.

Trimble agrees that any disclosure of the Information by Trimble's employees and/or representatives will be deemed a breach of the Agreement. Trimble agrees that in the event of any breach or threatened breach by Trimble of its non-disclosure obligation, Customer may obtain such legal remedies as are available, and, in addition thereto, such equitable relief as may be necessary to protect Customer.

The non-disclosure obligation imposed on Trimble under the Agreement will survive the expiration or termination, as the case may be, of the Agreement and the obligation will last indefinitely.

Customer agrees that (a) Trimble may issue a press release in the form approved by the Parties regarding the Parties' entry into the Agreement and (b) Trimble may identify Customer (including through use of its name and logo) as Trimble's customer, including on Trimble's website, and may include Customer in its customer list and marketing materials, but will cease such use upon Customer's written request. Press releases or other specialized publicity documents, including the Trimble's advertising and news bulletins, which are related to the Agreement and are intended by the Trimble for the press, broadcasting, or television, will be drawn up in

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consultation with the Customer. Except as otherwise required by law or regulation, Trimble will not release or distribute any materials or information relating to the Agreement or containing the name of the Customer or any of its employees without prior written approval by Authority Vice President of Communications. This requirement must be included in all subcontractor agreements entered into under the Agreement.

31. TENANCY

The undersigned representative of Trimble hereby warrants and certifies to Customer that Trimble is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of the Agreement by his or her signature thereto.

32. AMERICANS WITH DISABILITIES ACT

Trimble will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Customer concerning the same subject matter. Notwithstanding the foregoing, regarding the accessibility of any software provided, Trimble will comply with accessibility requirements to the extent set forth in the then current Accessibility Conformance Report for the relevant Offering.

33. E-VERIFY REQUIREMENT

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status) and Fla. Stat. Section 448.095 Trimble, and any subcontractor thereof, is obligated to register with and use the Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of Trimble or subcontractor. If Trimble enters into a contract with a subcontractor, Trimble must require the subcontractor to provide an affidavit stating that the subcontractor uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien.

34. AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Trimble is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Trimble does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Customer arising out of or based upon the Agreement, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Trimble does not have a duly noted resident agent for service of process, as an alternative method of service of process, Trimble may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to Trimble at the address set out in the Agreement, or in the event of a foreign address delivery

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by Federal Express, and that such service will constitute valid service upon Trimble as of the date of mailing and Trimble will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Trimble hereby agrees to the process so served, submits to the jurisdiction of the State or Federal courts located in Hillsborough County, Florida, and waives any and all obligation and protests thereto, any laws to the contrary notwithstanding.

35. HEADINGS; LANGUAGE

The headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of the Agreement. If for any reason there is a conflict between content and headings, the content will control. If for any reason there is a conflict between content and headings, the language of all parts of the Agreement shall in all cases be considered as a whole, according to its fair meaning, and not strictly for or against any of the Parties. The Parties hereby acknowledge and agree that the language of the Agreement shall be considered jointly drafted.

36. PUBLIC ENTITY CRIME

Trimble attests compliance with Florida Statute Section 287.133, concerning Public Entity Crimes.

37. ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

The undersigned representative of Trimble hereby warrants and certifies to Customer that Trimble is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of the Agreement by his or her signature thereto and neither Trimble, its officers or any holders of more than five percent (5%) of the voting stock of Trimble have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contracts with Public Entities. If Trimble is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Trimble represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing the Agreement.

38. CONTRACT CHANGES

A change order or amendment is a written contract modification prepared by either Party and signed by both Parties hereto, stating their agreement upon all of the following, and without invalidating the Agreement:

- A. a change in the Scope of Services, if any;
- B. a change of the Supplemental Terms amount, fees, hourly rates or other costs, if any;
- C. a change of the basis of payment, if any; and
- D. a change in Supplemental Terms time, if any.

38.1 Claim for Payment

Any claim for payment for changes in the Services that is not covered by written change order or

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amendment or other written instrument signed by the Parties hereto will be rejected by Customer. Trimble acknowledges and agrees that Trimble will not be entitled to payment for changes in the Services unless such revised Services are specifically authorized in writing by Customer in advance. The terms of this Article may not be waived by Customer unless such waiver is in writing and makes specific reference to this Article.

Changes in the Services will be performed under applicable provisions of the Supplemental Terms Documents, and Trimble will proceed promptly, unless otherwise provided in the change order, amendment or other written instrument.

38.2 Right to Carry Out the Services

Intentionally Omitted.

39. COMPLETE CONTRACT

The Agreement represents the complete understanding between the Parties regarding its subject matter, and any prior contracts, agreements, or representations, whether written or verbal, are hereby superseded. The Agreement may subsequently be amended only by written instrument signed by the Parties hereto unless provided otherwise within the terms and conditions of the Agreement.

40. LIMITATIONS OF LIABILITY

40.1 Waiver; Liability Cap

- A. EXCEPT FOR EXCLUDED CLAIMS, (i) NEITHER PARTY (OR ITS SUPPLIERS) SHALL BE LIABLE FOR DAMAGES FOR LOSS OF PROFIT OR REVENUE, DATA THAT IS LOST OR CORRUPTED, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL, OR ANY SPECIAL, INCIDENTAL, RELIANCE, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND; AND (ii) EACH PARTY'S (AND EACH OF ITS SUPPLIER'S) ENTIRE LIABILITY FOR ANY AND ALL DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED IN AGGREGATE THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO TRIMBLE DURING THE PRIOR 12 MONTHS UNDER THESE SUPPLEMENTAL TERMS FOR THE APPLICABLE OFFERING(S) GIVING RISE TO THE LIABILITY.
- B. "EXCLUDED CLAIMS" MEANS (i) CUSTOMER'S PAYMENT OBLIGATIONS UNDER THESE SUPPLEMENTAL TERMS, (ii) DAMAGES PAYABLE TO A THIRD PARTY (I.E., NOT AN INDEMNIFIED PARTY) EITHER AWARDED BY A COURT OF COMPETENT JURISDICTION OR INCLUDED IN A SETTLEMENT AGREED TO BY THE INDEMNIFYING PARTY, WHICH DAMAGES ARE SUBJECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 10.6 and 10.10 OF THESE SUPPLEMENTAL TERMS, AND (iii) ANY ADDITIONAL "EXCLUDED CLAIMS" EXPRESSLY IDENTIFIED IN ANY APPLICABLE SUPPLEMENTAL TERMS.

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- C. THE ABOVE LIMITATIONS OF LIABILITY WILL APPLY TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF A PARTY HAS BEEN APPRAISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARE ARISING IN BREACH OF ANY ONE OR MORE WARRANTIES, NON-CONFORMITY, IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF ANY STATUTORY DUTY, OR OTHERWISE.
- D. SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OF LIABILITY FOR DEATH, PERSONAL INJURY, FRAUDULENT MISREPRESENTATIONS, CERTAIN INTENTIONAL OR NEGLIGENT ACTS, VIOLATION OF SPECIFIC STATUTES, OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH AN EVENT, THE FOREGOING LIMITATION(S) WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

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IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of March, 2025.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST:

Jane Castor, Secretary

BY:

Arthur F. Diehl III, Chairman

Address: PO Box 22287
Tampa, FL 33622

Address: PO Box 22287
Tampa, FL 33622

LEGAL FORM APPROVED:

WITNESS:

Signature

BY:

David Scott Knight, Assistant General Counsel

Printed Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online authorization, this ____ day of March, 2025, by Arthur F. Diehl III, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification

Type of Identification Produced

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Azteca Systems, LLC, a Trimble Company

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

Azteca Systems, LLC, a Trimble Company

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization,
this ____ day of _____, 2025, by _____ as

(Name of person)

_____, for _____.

(type of authority)

(name of party on behalf of whom contract was executed)

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification

Type of Identification Produced

Exhibit A

Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction

Customer Location*	Trimble Entity and Notice Address**	Governing Law	Exclusive Venue/Jurisdiction
United States	Trimble Inc. 10368 Westmoor Drive Westminster, CO 80021 USA	State of Florida	State and Federal Courts located in Tampa, Florida, USA

** Customer location is Customer's billing address specified on the Order, or if none, then the address provided by Customer to Trimble when registering its online account.*

*** Addresses for Trimble entities not listed shall be as set forth on the Order or SOW. See additional required notice address for Trimble in Section 23, Notices and Communications of Addendum #8.*

What's new? The DPA has been updated to align with the Service Provider requirements under the CPRA amendments to CCPA effective January 1, 2023.

THIS US DATA PROCESSING ADDENDUM FOR CUSTOMER PERSONAL INFORMATION (the “**Addendum**”) forms part of the written or electronic agreement for Trimble’s provision of products, software and/or services into which agreement this Addendum is expressly incorporated by reference (the “**Agreement**”) by and between Trimble Inc. or one of its corporate affiliates as specified in the Agreement (“**Trimble**”), and the other party to the Agreement (“**Customer**”) (each, a “**Party**,” and together, the “**Parties**”). It applies to the processing of Customer Personal Information (as defined below) by Trimble within the scope of US Data Protection Laws pursuant to the Agreement. **This Addendum is of no force or effect unless expressly incorporated by reference into an Agreement.**

- 1. Definitions.** For the purposes of this Addendum, (a) “**CCPA**” means the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 *et seq.* and its implementing regulations (as amended by the California Privacy Rights Act of 2020); (b) “**Customer Personal Information**” means Customer data processed by Trimble on Customer’s behalf that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, to the extent that such information is protected as personal information under CCPA or an analogous term under other applicable US Data Protection Laws; (c) “**US Data Protection Laws**” means CCPA and any other United States laws and regulations applicable to the processing of personal information which are also applicable to Trimble; and (d) “**personal information**”, “**sell**”, “**service provider**”, “**verifiable consumer request**”, “**processing**”, and “**consumer**” will have the meanings given to them in the CCPA (expressly including the CPRA amendments thereto effective January 1, 2023) and within the scope of the CCPA.

- 2. Processing of Customer Personal Information.** To the extent that in connection with its performance of the Agreement Trimble processes Customer Personal Information on Customer’s behalf that is subject to applicable US Data Protection Laws, Trimble (i) acknowledges and agrees that it is, and will act as, a “service provider” with respect to Customer Personal Information provided to Trimble by Customer or on Customer’s behalf in accordance with the applicable terms of such US Data Protection Laws; (ii) will maintain reasonable security procedures and practices appropriate to the nature of the Customer Personal Information provided to Trimble by Customer or on Customer’s behalf to protect Customer Personal Information from unauthorized access, use or destruction, in accordance with the terms of the Agreement and the applicable requirements of US Data Protection Laws; (iii) will not retain, use, or disclose Customer Personal Information provided to Trimble by Customer or on Customer’s behalf for any purpose (including any commercial purpose) other than for the business purposes specified in the Agreement, the direct business relationship with Customer, as otherwise instructed by Customer, or as otherwise permitted under applicable US Data Protection Laws; (iv) will not combine Customer Personal Information it receives from Customer or on Customer’s behalf with personal information it receives from a third party, except to the extent otherwise permitted under applicable US Data Protection Laws; and (v) will not transfer or disclose Customer Personal Information provided to Trimble by Customer or on Customer’s behalf to a third party in a manner that constitutes “selling” or “sharing” such information under applicable US Data Protection Laws, except to the extent such transfer or disclosure is otherwise permitted under applicable US Data Protection Laws. To the extent required by applicable US Data Protection Laws, Customer may take reasonable and appropriate steps as mutually agreed upon with Trimble to verify that Trimble’s processing of Customer Personal Information is in a manner consistent with Trimble’s obligations under US Data Protection Laws and the terms of the Agreement and this Addendum. Trimble will promptly notify Customer if it determines that it can no longer meet its obligations under this Addendum and/or applicable US Data Protection Laws with respect to Customer Personal Information provided to Trimble by Customer or on Customer’s behalf. To the extent required by applicable US Data Protection Laws, if Customer reasonably determines that Trimble is using Customer Personal Information in a manner not authorized under the Agreement and this Addendum, Customer will have the right to direct Trimble to stop and remediate such unauthorized use. Customer acknowledges and agrees that Trimble may use its affiliates and other sub-processors to process personal information for the purposes of the Agreement in compliance with applicable subcontracting requirements set forth under US Data Protection Laws. If Trimble substantiates any unauthorized access to and exfiltration, theft, or disclosure of Customer Personal Information, Trimble will notify Customer as soon as is reasonably possible, provided that Trimble’s notification of or response to such event will not be construed as an acknowledgement by Trimble of any fault or liability with respect to such event. The Parties agree that Customer’s provision or other transfer of Customer Personal Information to Trimble does not constitute a sale of such information to, or sharing of such information with, Trimble.

- 3. Data Subject Requests.** If Trimble receives a consumer request that identifies Customer in connection with Customer Personal Information under applicable US Data Protection Laws, Trimble will notify that consumer of its role as a service provider to Customer and will direct the consumer to resubmit such request to Customer, and Trimble will not otherwise ~~respond to such request directly unless otherwise required by applicable law. Customer (and not Trimble) will be~~



EXHIBIT B US Data Processing Addendum for Customer Personal Information

responsible for responding to such request using the tools and information provided or made generally available by Trimble, e.g., Trimble's online portals or APIs, its Privacy Policy, standard documentation regarding Trimble's products, software and services, etc. To the extent such tools and information do not enable Customer to respond to a verified consumer request, upon Customer's request Trimble will provide Customer with reasonable assistance in responding to a verified consumer request with respect to Customer Personal Information in Trimble's systems subject to such request.

- 4. Changes.** US Data Protection Laws remain subject to amendment and regulations that have not yet been promulgated, and other states and the federal government are considering similar laws (all of the foregoing, "**New Privacy Laws**"). Trimble will have the right to modify this Addendum upon thirty (30) calendar days prior notice to Customer in writing or by email as reasonably determined by it to be necessary for continued compliance with US Data Protection Laws, including without limitation New Privacy Laws. If Company objects to such modifications in writing during such notice period, the Parties shall work together in good faith to discuss and resolve such concerns.

This Addendum is incorporated by reference into and is made a part of the Agreement. In the event of a conflict between a term or provision in this Addendum and a corresponding term or provision in the Agreement where US Data Protection Laws apply to such term or provision, this Addendum controls.

Exhibit C
Additional Support Documentation

Version 1.1

Intentionally Omitted.

EXHIBIT D

AVIATION AUTHORITY POLICY

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
			10/09/97
P412:	Travel, Business Development, And Working Meals Expenses		12/05/02
			11/06/03
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			11/07/13
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PURPOSE: To establish a policy governing the authorization, approval and allowability of travel, business development, and working meals expenses incurred by Board members, the Chief Executive Officer (CEO), and Authority employees when conducting business on behalf of the Authority.

LEGAL CONSIDERATION: Subject to the provisions of applicable Florida Statutes, the Hillsborough County Aviation Authority Act authorizes the Authority to reimburse Board members, the Chief Executive Officer, and all Authority employees for all travel expenses incurred while on business for the Authority. The Hillsborough County Aviation Authority Act also authorizes the Authority to “[a]dvertise, promote and encourage the use and expansion of facilities under its jurisdiction” and do all acts and things necessary and convenient for promotion of the business of the Authority. Pursuant to Policy, the Authority is allowed to incur business development expenses for meals, beverages and entertainment in order to highlight the numerous advantages and world class facilities of the Authority’s airport system and build relationships with airline executives, potential real estate partners, potential tenants and others.

POLICY:

General:

- A. All Authority travel, business development, and working meals expenses must provide benefit to the Authority. This Policy provides guidance covering key areas related to travel, business development, and working meals expenses. Additional guidance is provided in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses. All circumstances may not be specifically covered. In these instances, sound judgement should be used and reasonable documentation should be provided to support the circumstance and expense. Any exception to the practices outlined in this Policy will require written approval by the

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CEO or Executive Vice President (EVP) of Finance and Procurement and must be in compliance with applicable Florida Statutes.

- B. Employees may book their own flight and hotel reservations, or may utilize the Authority's corporate travel agency. In an effort to find the most economical lodging rates and airfare, the use of third party companies such as Expedia.com, Hotels.com and Travelocity.com may be considered. Other resources such as AirBNB.com, VRBO.com and HomeAway.com may also be used if determined to be the most economical option.
- C. All reservations (hotel, flight, conference, etc.) shall be booked as far in advance as possible to take advantage of discounted rates.
- D. If the traveler elects to arrive earlier or stay later than reasonably necessary to conduct the required Authority business, the traveler will be responsible for payment of all additional expenses beyond those incurred for Authority business. Reasonably necessary is defined as arriving at the destination no more than 24 hours prior to engaging in Authority business or commencing the return trip within the next day of engaging in Authority business.
- E. Purchases for travel, business development, and working meals should be made using Authority Purchasing Cards (PCard) in accordance with Authority Standard Procedure S410.25, Purchasing Cards. As an alternative, personal credit cards may be used, however, the expense will not be reimbursed until after the trip or event has occurred. The reimbursement request must be submitted within 30 days of the completion of the trip or event.
- F. All individuals traveling on behalf of the Authority may personally retain any points or other benefits generated from Authority travel (i.e. frequent flyer mileage or awards from hotel frequent guest programs). However, participation in these programs should not influence airline and hotel selection resulting in higher cost to the Authority.

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Travel Expenses:

A. Travel Authorization and Approval:

1. Board members and Authority employees are authorized to attend training and/or conventions, conferences, board, and committee meetings of professional and/or trade organizations specific to their job requirements as well as other meetings, site visits, or events directly related to their position at the Authority. The CEO will approve the travel for those individuals reporting directly to the CEO. All other employee's travel will be approved by their EVP and/or appropriate level supervisor. Such approval must be made in advance of travel for all Authority employees under the Director level.
2. Approval of eligible travel expenses is obtained during the expense submittal process as outlined in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses.
3. The Authority expects employees to exercise sound prudent business practices when booking travel.

B. Travel by Air Carrier:

1. Travelers are required to use Coach/Economy cabin fares unless otherwise indicated within this Policy. Factors such as time and productivity of the traveler, cost of transportation, per diem/subsistence costs, cancellation fees, and any additional costs (such as baggage fees) should be considered when making reservations.

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2. If a Board member, the CEO, an EVP, or Vice President (VP) is scheduled to engage in Authority business within 24 hours of arriving at the destination, or commences the return trip within 24 hours of completing Authority business, he/she is permitted to book fares in business class or its equivalent. Business class or equivalent travel by other Authority employees must be approved in writing with justification in advance by the department EVP.
3. If the primary purpose of the trip is to visit a specific airline, it is acceptable to book a flight on that airline even if the airline does not offer the lowest fare available.
4. Miscellaneous airline fees including, but not limited to, seat reservation fees, early or preferred boarding, checked baggage fees, airline change fees, and in-flight internet expenses, are allowable if utilized for Authority purposes. Checked baggage fees will be limited to one checked bag, unless supported by adequate business justification.
5. In the event a flight must be changed for acceptable business reasons, applicable airline fees are allowable expenses under this Policy with adequate written justification.
6. In the event a flight is cancelled or delayed, the traveler may choose an alternate mode of transportation in accordance with this Policy.

C. Registration Fees:

The traveler is eligible to incur registration fees for meetings and conferences, as well as fees for attending events which are not included in the basic registration fee and that directly enhance the public purpose of the Authority's participation at the meeting or conference. Employee must provide business justification for attending the event.

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D. Lodging:

Hotel or accommodation charges must be substantiated by an itemized receipt reflecting all charges for the entire stay. The traveler is expected to exercise his or her best judgment and reasonableness in the selection of lodging. The location of the hotel should be as convenient as possible to the place where the business of the Authority will be transacted and should be at the lowest appropriate rate.

Paid usage of hotel sponsored Wi-Fi or wired internet access is an authorized lodging expense.

Lodging expenses incurred within the Authority's Metropolitan Statistical Area (MSA) (as defined by the United States Office of Management and Budget, to include Hernando, Hillsborough, Pasco and Pinellas Counties) are only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

E. Meals (During Travel):

Meals within the continental United States will be reimbursed in accordance with the General Service Administration (GSA) meals rate in effect for the destination city on the date travel was initiated. If the destination is not included in the GSA destination guide, the GSA rate for the listed city that is closest to the destination city or county for the destination city will be used.

Meals for travel outside of the continental United States (including Hawaii, Alaska and Puerto Rico) will be reimbursed in accordance with the current rates as specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)".

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For both domestic and international travel, the first and last day of travel are calculated at 75% of the rate in effect for the destination city. This excludes intermediate destinations on multi-city trips.

A traveler will not be reimbursed or receive per diem for meals included in a convention or conference registration unless reasonable written explanation is provided. A meal is considered to be any of the regular occasions in a day when a reasonably large amount of food is eaten, such as breakfast, lunch, or dinner. (Definition from Dictionary.com and Oxford University Press.) Continental breakfasts will not be considered a meal. Therefore, per diem will not be reduced for continental breakfasts. Additionally, per diem will not be reduced for meals provided by airlines.

Allowance for meals when travel is confined to the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

F. Ground Transportation:

Authorized ground transportation expenses include, but are not limited to, hired cars, trains, other fixed rail, shared ride services (such as Uber or Lyft), buses, and other modes of ground transportation required to enable the traveler to conduct Authority business. Travelers will use good judgement with regard to which mode of ground transportation is utilized, and tickets should be purchased in the most economical class of service available unless there is an adequate business justification and is approved in writing in advance by the CEO or employee's EVP.

Allowance for ground transportation within the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

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G. Other Travel Expenses:

Other eligible travel expenses as approved by the Florida Department of Financial Services pursuant to rules adopted by it include fees and tips given to porters, baggage carriers, bellhops or hotel maids, with the expense limited to \$1 per bag not to exceed a total of \$5 per incident; and actual laundry, dry cleaning and pressing expenses for official travel in excess of seven calendar days and where such expenses are necessarily incurred to complete the official business.

Eligible incidental expenses are defined by Florida Statute Section 112.061(8)(a) and include ferry fares, bridge, road, and tunnel tolls, storage or parking fees, and communication expenses.

Itemized receipts are required for all individual expenses that are higher than \$25.

H. Foreign exchange rates:

Eligible travel expenses include the difference between the official daily foreign exchange rate and the transaction rate, in addition to any applicable fees.

I. Travel by Rental Vehicle:

Board members, the CEO, EVPs and VPs are authorized to rent a vehicle if necessary to conduct Authority business, without advance approval. Utilization of a rental vehicle by all other Authority employees must be approved in advance of travel in writing by the CEO or the employee's EVP or VP.

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Rental vehicles will be mid-size or smaller, unless three or more travelers are sharing the vehicle. Travelers will select the rental vehicle refueling option anticipated to be the most economical for the Authority.

The State of Florida contract for rental cars should be consulted for discounted rates. The State of Florida contract provides rental vehicle services to Florida's government agencies. A website link to the Rental Rates and Rental Procedures to utilize the State contract are located on the Authority Intranet.

Allowance for rental cars when travel is confined to the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

The Authority provides insurance coverage for both Automobile Liability and Collision Damage Waivers and will not reimburse a traveler for the cost of such coverage on a rental car contract for travel within the United States. (Exception: If the traveler rents a vehicle in a foreign country, he/she shall purchase both Automobile Liability and Collision Damage Waivers from the rental car company.)

J. Travel by Personal Vehicle:

Prior to utilizing a personal vehicle to conduct Authority business, all employees must comply with Authority Standard Procedure S250.05, Motor Vehicle Use – Personal or Authority-Owned.

Board members, the CEO, EVPs and VPs are authorized to use their personal vehicle if necessary to conduct Authority business, without advance approval. Except for travel within the State of Florida, utilization of a personal vehicle by all other Authority

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employees must be approved in advance of travel in writing by the employee's EVP or VP.

Mileage for authorized use of employee's personal vehicle will be at the Internal Revenue Service cents per mile rate in effect at the time of travel. Mileage reimbursement is calculated in accordance with Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses.

Personal vehicles should not be used if the estimated mileage reimbursement is expected to exceed the cost of renting a car for the trip.

K. Travel by Third Parties Conducting Business on Behalf of the Authority:

Unless terms of travel are specified in their contracts, all consultants, design professionals, design-builders contractors, sub-consultants, and sub-contractors performing work for the Authority will be reimbursed for travel expenses in accordance with eligible cost elements as described above.

Business Development Expenses:

- A. Business development meal, beverage (including alcoholic), and other expenses may be incurred locally or while traveling. Business development activities require meeting with non-Authority personnel. Employees may be reimbursed for actual, reasonable, and appropriately documented expenses related to the business development activity.
- B. To qualify as business development, such an employee must (a) reasonably expect, and have as the primary motivation for the expenditure, that the Authority will derive revenue

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or another business benefit as a result of the business development activity; (b) incur the expense in a setting where the party being entertained would reasonably understand that the expenditure was for an Authority business objective; and (c) use the expenditure for the person from whom the Authority expects the business benefit, as well as for the employee and other Authority staff in attendance.

- C. Alcoholic beverage expenses may only be incurred at business development events related to meetings including non-Authority personnel from organizations from which the Authority is reasonably expected to derive revenue or another business benefit.
- D. The employee must provide detailed itemized receipts for all business development expenses larger than \$25 and must include rationale and business benefit for the Authority.

Working Meals:

- A. Expenditures for meals during business meetings between Authority employees or between Authority employees and individuals from outside organizations are allowable only (a) when there is a valid business need to have the meeting during a meal time (i.e., schedules will not accommodate the meeting at other times); (b) during periods of extended overtime (i.e. irregular operations, working on the budget or another major project); or (c) periodic department meetings (not more than quarterly), full-day or half-day Authority-wide meetings, or Authority strategic planning sessions.
- B. Business meals between Authority subordinates and supervisors will be infrequent and will occur only when there is no other time during which the meeting can be scheduled.

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- C. Notwithstanding subparagraph B above, Executive staff, VPs, Directors and Managers may occasionally purchase meals for employees provided the meals are reasonable and for the purpose of conducting Authority business and/or employee recognition.
- D. Alcoholic beverages expenditures shall not be reimbursed or charged to the Authority under this section.
- E. Reasonable expenditures for meals with Board members are reimbursable provided there is a valid business need to have the meeting during a meal time.
- F. Working meals will be reimbursed upon presentation of appropriate documentation including a list of attendees.

EXHIBIT E

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with Section 787.06(13), Florida Statutes, the undersigned, on behalf of Azteca Systems, LLC, a Trimble Company ("Company"), hereby attests under penalty of perjury that:

1. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Company.

Date: _____, 2025

Signed: _____

Entity: _____

Name: _____

Title: _____

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with Hillsborough County Aviation Authority which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Azteca Systems, LLC, a Trimble Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date: