

**MURFREESBORO CITY COUNCIL**  
**Regular Meeting Agenda**  
**Council Chambers – 6:00 PM**  
**March 6, 2025**

**Public Comment on Actionable Agenda Items**

**PRAYER**

Mr. Kirt Wade

**PLEDGE OF ALLEGIANCE**

**CEREMONIAL ITEMS**

Proclamation: National Athletic Month

**Consent Agenda**

1. Asphalt Purchases Report (Water Resources)

**Old Business**

Ordinance

2. Sewer Ordinance Amendments – MCC Section 33-2.1.1 (2nd and Final Reading) (Administration)

**New Business**

Land Use Matters

3. Amending the Zoning Ordinance – School Uses (Planning)

On Motion

4. Right of Way Acquisition Presentation for Rutherford Blvd (Engineering)
5. Agreement with Trimble Technology for Maintenance and Support Services (Information Technology)
6. SSR Task Order Departmental Arc Flash Study (Water Resources)
7. Cumberland International Truck Inc Contract (Water Resources)

**Board & Commission Appointments**

**Licensing**

**Payment of Statements**

**Other Business**

**Adjourn**

# COUNCIL COMMUNICATION

Meeting Date: 03/06/2025

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**Item Title:** Asphalt Purchases Report

**Department:** Water Resources

**Presented by:** Valerie Smith

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>

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**Summary**

Report of asphalt purchases.

**Staff Recommendation**

The asphalt reporting of purchases, consistent with purchases associated as perishable, fuel-based commodity is provided as information only.

**Background Information**

Purchases of asphalt are made throughout the month and reported with MWRD's O&M's construction projects. The attached report is provided pursuant to City Code, § 2-10(E)(7) in compliance with this reporting requirement.

Pursuant to the City Code, a purchase of perishable commodities made on the open market does not require public advertisement and competitive bids if a record is made by the person authorizing the purchase which specifies the amount paid, the items purchased and from whom the purchase was made in accordance with T.C.A. § 6-56-304(7).

**Council Priorities Served**

*Responsible budgeting*

Perishable fuel-based commodity procurement fluctuates constantly; however, soliciting multiple vendors consistently provides the best pricing for the Department.

**Fiscal Impacts**

The overall costs, \$150,000 to \$175,000 per year, are funded by the FY24 operating budget.

**Attachments**

Asphalt Purchases Report

**OPERATIONS & MAINTENANCE**  
**ASPHALT QUOTES | FY 2024**

	Wire Grass Const Co.		Hawkins		Vulcan		Notes
	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	
Jul	\$77.77	\$94.71	\$79.60	\$85.97	\$72.00	\$86.50	
Aug	\$77.77	\$94.71	\$79.60	\$85.97	\$75.00	\$86.50	
Sep	\$77.77	\$94.71	\$79.60	\$85.97	\$75.00	\$86.50	
Oct	\$77.77	\$94.21	\$79.60	\$85.97	\$72.90	\$83.70	
Nov	\$77.77	\$94.21	\$79.60	\$85.97	\$72.58	\$83.27	
Dec	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Feb	\$72.35	\$86.18	\$0.00	\$0.00	\$0.00	\$0.00	
Mar							
Apr							
May							
Jun							

**OPERATIONS & MAINTENANCE  
ASPHALT PURCHASES 2025**

<i>Invoice Date</i>	<i>Approval</i>	<i>Vendor</i>	<i>Type</i>	<i>Rate</i>	<i>Qty</i>	<i>Total</i>	<i>FY Total</i>
7/10	D Hughes	Vulcan	411E	\$86.50	10.10	\$873.65	\$873.65
7/10	D Hughes	Vulcan	411E	\$86.50	10.13	\$876.25	\$1,749.90
7/10	D Hughes	Vulcan	411E	\$86.50	9.63	\$833.00	\$2,582.90
7/9	D Hughes	Vulcan	411E	\$86.50	10.16	\$878.84	\$3,461.74
8/27	D Hughes	Vulcan	411E	\$86.50	14.09	\$1,218.79	\$4,680.53
9/6	D Hughes	Vulcan	411E	\$86.50	10.13	\$876.25	\$5,556.78
9/6	D Hughes	Vulcan	411E	\$86.50	12.38	\$1,070.87	\$6,627.65
9/11	D Hughes	Vulcan	411E	\$86.50	14.52	\$1,255.98	\$7,883.63
9/13	D Hughes	Vulcan	Binder	\$75.00	12.73	\$954.75	\$8,838.38
9/13	D Hughes	Vulcan	Binder	\$75.00	15.60	\$1,176.75	\$10,015.13
9/17	D Hughes	Vulcan	Binder	\$75.00	8.33	\$624.75	\$10,639.88
9/17	D Hughes	Vulcan	Binder	\$75.00	8.33	\$624.75	\$11,264.63
10/22	D Hughes	Hawkins	411E	\$85.97	79.72	\$6,853.53	\$18,118.16
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# COUNCIL COMMUNICATION

**Meeting Date: 03/06/2025**

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**Item Title:** Sewer Ordinance Amendments – MCC Section 33-2.1.1  
[Second and Final Reading]

**Department:** Administration

**Presented by:** Sam A. Huddleston, Assistant City Manager

**Requested Council Action:**

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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**Summary**

Consider amendment to the conditions for Water and Sanitary Sewer Services Outside the City Limits.

**Staff Recommendation**

Approve Ordinance 25-O-07 amending the conditions for water and sanitary sewer outside the City limits on Second and Final Reading.

**Background Information**

Recent changes to State of Tennessee annexation law and the City's practice and policy to access water and sanitary sewer suggested improvements to the City Ordinance pertaining to outside City water and sanitary sewer process. Additionally, Rutherford County development standards have evolved to be closer to the City's current development standards.

Additional proposed changes include: 1) requiring potential projects that are closer to the City limits and inside the City's Service Infill Line to comply with the City's development standards and 2) requiring projects outside the City's Service Infill Line, including areas outside the Urban Growth Boundary, to enter into a Development Agreement for a customized approach to addressing areas of interest to the City in the conditions for water and sanitary services to outside the City projects.

**Council Priorities Served**

*Improve economic development*

The projects typically considered for outside the City sanitary sewer services are of potential public benefit including economic development.

**Fiscal Impact**

This amendment does not have a direct fiscal impact.

**Attachment**

Ordinance 25-O-07 Amending MCC § 33-2.1.1

**ORDINANCE 25-O-07** amending the Murfreesboro City Code, Chapter 33. Water Resources, Article I. In General, Section 33-2.1.1, Conditions for water and sanitary sewer service to property outside City limits.

**WHEREAS**, the State of Tennessee has revised its annexation statute since Section 33-2.1.1 of the City Code was originally adopted; and

**WHEREAS**, the City’s practice and policies regarding development and accessing water and sanitary sewer have likewise evolved overtime and, thus, require reconsideration of the conditions under which the City will provide City water and sanitary sewer service to property outside the City limits; and

**WHEREAS**, Rutherford County has adopted development standards comparable to current City standards; and

**WHEREAS**, the City is not likely to annex properties outside the City’s existing Infill Service Line or Urban Growth Boundary, requiring compliance with the City’s development standards may at times be overly burdensome, inhibit potential growth, and limit opportunities for economic development while providing little or no benefit to the City or the surrounding community; and

**WHEREAS**, City Council finds that in light of these considerations, the modifications set forth herein are consistent with the best interests of the City and the surrounding community.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:**

**SECTION 1.** Section 33-2.1.1, Conditions for water and sewer service to property outside City limits, of the Murfreesboro City Code is hereby amended by deleting the section in its entirety and substituting in lieu thereof the following:

**Section 33-2.1.1 Conditions for water and sanitary sewer service to property outside City limits.**

*(A) Definitions.*

- (1) *Infill Service Line* is a line established in the City’s Comprehensive Plan and Future Land Use Map, as may be adopted and amended from time to time, and intended to help facilitate growth and development in an orderly, planned, and sustainable manner.
- (2) *Land-Use, Development, and Construction Regulations* means all codes, regulations, standards, specifications, policies, and guidelines adopted by City Council, Planning Commission, and/or Water Resources Board relating to land use and development; building design, construction, and safety; and water, sanitary sewer, and stormwater facilities and services. Such regulations include, without limitation: (a) residential, building, electrical, plumbing, mechanical, fuel gas, property maintenance, fire, energy conservation, swimming pool and spa, and accessible usable buildings and facilities codes; (b) City of Murfreesboro Zoning Ordinance; (c) Subdivision Regulations; (d) Street Design Specifications; (e) City Code provisions relating to the provision of water or sanitary sewer service; (f) Murfreesboro Water Resources

Department Policies, Procedures & General Design Requirements; (g) stormwater management requirements; and (h) Sign Ordinance.

(B) *Service to property outside the City limits but within the City's then existing Infill Service Line.*

- (1) No water or sanitary sewer service of the City may be connected to or serve property outside the City limits of the City but within the City's then existing Infill Service Line until the following conditions are met:
  - (a) All persons owning an interest in the property must petition the City for annexation; and
  - (b) If buildings are to be constructed on the property, the construction must comply with all applicable Land-Use, Development, and Construction Regulations then in effect. The owners must purchase building permits from the City as if located within the City limits, unless the City Council has voted against annexation of the property. All persons owning a legal interest in the property must sign a written agreement to the foregoing and file same with the Water Resources Department and the Planning Department of the City. A commitment for water and sanitary sewer service may not be made until the agreement of owners is accepted by the City Council. In addition to the foregoing, the Water Resources Department shall receive appropriate agreements, bonds, and other assurances customarily required for similar construction within the City.

Notwithstanding the foregoing, where City water and/or sanitary sewer lines exist adjacent to property containing a commercial, single-family residential, or institutional structure, the Water Resources Board shall have the authority to contract with the property owner for service without annexation, provided: the property is served by one tap; no new structures will be connected to City water and/or sanitary sewer service other in compliance with subsections (a) and (b) above; and the property owner agrees in writing to annexation at a later date upon the initiative of the City or others.

- (2) The City Planning Commission and City Council will make a determination as to annexation in the ordinary course of business and in compliance with the laws of the City and State of Tennessee applicable thereto. Should the City elect not to annex the property, the agreements of the owners will remain binding with regard to development in accordance with the agreement.
- (3) Once all required agreements have been filed and accepted by the Planning Commission and City Council, construction may proceed even if, as of the date of the City Council's acceptance of the agreements, the City Council has elected not to annex the property.

(C) *Service to property outside the City's then existing Infill Service Line.* No water or sanitary sewer service of the City may be connected to or serve property outside the City's then existing Infill Service Line, unless:

- (1) The City Council, acting in its sole discretion, determines that extending sewer service to the property is likely to produce an economic benefit for or otherwise promote the general welfare of the City and its residents; and
- (2) All persons owning a legal interest in the property, along with all persons having a contractually secured interest in developing the property, enter into a written development agreement with the City with respect to the property, the terms of which are acceptable to City Council. In addition, the City Council may condition the provision of water or sanitary sewer service to the property on the property owner(s)' or developer(s)' constructing certain public infrastructure improvements on or in the vicinity of the property.

Notwithstanding the foregoing, where City water and/or sanitary sewer lines exist adjacent to property containing a commercial, single-family residential, or

institutional structure, the Water Resources Board shall have the authority to contract with the property owner for service without annexation, provided: there is no working septic system serving the property; the property is served by one tap; no new structures will be connected to City water and/or sanitary sewer service other in compliance with subsections (a) and (b) above; and the property owner agrees in writing to annexation at a later date upon the initiative of the City or others.

(D) *Service to Rutherford County Schools’ school campuses located outside the City limits.* Notwithstanding anything in this chapter to the contrary, the City Council, acting in its sole discretion, may authorize sanitary sewer service by the City to a property located outside the city limits of the City, provided:

- (1) The property is owned by either Rutherford County or the Rutherford County Board of Education;
- (2) A public elementary school and/or secondary school is located on or is intended to be constructed on the property; and
- (3) Rutherford County and the Rutherford County Board of Education enter into a written development agreement with the City with respect to the property, the terms of which are acceptable to City Council.

In addition, and in its sole discretion, City Council may waive any application, permit, inspection, or other fees assessed by the City in connection with constructing a new school or expanding or renovating an existing school. In the alternative, the City Council may agree to rebate to the Rutherford County Board of Education any such fees paid to the City by the Rutherford County Board of Education's contractor. The foregoing authority to waive or rebate certain fees, however, shall not extend to: (i) fees and charges authorized by the City Code and assessed by the Murfreesboro Water Resources Department; or (ii) fees assessed in connection with the construction, expansion, or renovation of nonacademic buildings and facilities that will be connected to and served by the City's sanitary sewer system.

(E) *Service to other Rutherford County government facilities located outside the City limits.* Notwithstanding anything in this chapter to the contrary, the City Council, acting in its sole discretion, may authorize sanitary sewer service by the City to a property located outside the City limits of the City, provided:

- (1) The property is owned by Rutherford County;
- (2) A facility serving a government or other public purpose owned and operated by Rutherford County is located or is intended to be constructed on the property; and
- (3) Rutherford County enters into a written development agreement with the City with respect to the property, the terms of which are acceptable to City Council.

SECTION 2. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1<sup>st</sup> reading

2<sup>nd</sup> reading

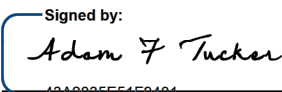
Shane McFarland, Mayor

ATTEST:

\_\_\_\_\_  
Erin Tucker  
City Recorder

SEAL

APPROVED AS TO FORM:

Signed by:  
  
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Adam F. Tucker  
City Attorney

# COUNCIL COMMUNICATION

**Meeting Date: 03/06/2025**

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**Item Title:** Amending the Zoning Ordinance – School Uses  
**Departments:** Planning  
**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director

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## Summary

Informational presentation regarding a proposed amendment to the Zoning Ordinance primarily regarding the use "School, Public or Private, Grades K-12."

## Background Information

The Planning Department was tasked with studying the City's review and approval process for new school facilities and expansions thereto in order to determine whether improvements could be made to the regulations. Staff observed that there were some efficiencies that could be achieved in the approval process via a Zoning Ordinance amendment. In addition, the Zoning Ordinance amendment could address other current gaps in the ordinance pertaining to school uses and institutional group assembly uses. This potential amendment seeks to streamline the school use approval process and create more predictability for the school systems.

Staff will present potential amendments to the ordinance at the meeting and will be available for any questions that Council may have. If Council wishes for Staff to move forward with this amendment, then Staff will proceed in taking it to the Planning Commission for its review.

Significant changes, as proposed, are identified below:

- 1) Eliminates the special use permit process for all school uses, which effectively eliminates submitting new school facilities and expansions to the Board of Zoning Appeals for review and approval.
- 2) Allows existing school uses and expansions thereto by right in all zoning districts, except P (Park), and sets forth clear design standards to create predictability for all involved, including a Type C buffer when the school use is adjacent to existing single-family residential uses or zoning.
- 3) However, there are several instances where rezoning to a PND (Planned Institutional Development) would be required. Rezoning process is governed by the Planning Commission and City Council, rather than the Board of Zoning Appeals. Such instances are as follows:
  - a) The use has never previously been established on the subject property;
  - b) A building expansion or an accessory structure with a gross floor area of 50,000 ft<sup>2</sup> or greater is proposed; or
  - c) One or more athletic or recreation fields with lighting or amplified sound are proposed.

- 4) Sets forth design requirements for school uses in the PND zone that are consistent with those for school uses in traditional bulk zoning districts, including a Type C buffer when the school use is adjacent to existing single-family residential uses or zoning; however, as with all planned developments, allows the Planning Commission and City Council the flexibility to grant exceptions to the requirements during the planned development review and approval process when warranted and to place any additional conditions on the approval needed to ensure that the use is compatible with the surrounding area.
- 5) Site plan approval for school uses would predominantly follow an administrative review procedure. However, Planning Commission site plan review and approval would be required in the same instances identified in 3a-3c above.
- 6) Modifies requirements for other types of institutional group assembly uses to exclude school uses but aligns the design standards for such uses with the design standards for school uses.
- 7) Recommends but does not require irrigation for school uses.
- 8) Creates additional flexibility for building height for school and church uses after having observed the need for such over the last several years.

### **Council Priorities Served**

#### *Establish Strong City Brand*

This amendment will make the school approval process easier and more predictable to navigate and will strengthen the relationship between Rutherford County School Board ("RCS"), private school organizations, and the City.

#### *Expand Infrastructure*

This amendment allows the timelier approval of physical improvements to schools which will allow for the school systems and private schools to expand facilities in order to meet the educational needs of the community.

### **Attachments:**

Draft Zoning Ordinance Amendment

# DRAFT ZONING ORDINANCE AMENDMENT

## PERTAINING TO SCHOOL USES

### Key:

**Highlighted green text** = specific actions in amending the ordinance

**Highlighted yellow text** = specific text additions to the ordinance

**Text not highlighted** = existing text not proposed to be changed

**Red text** = narrative summary of change

**\*Amend Section 7(D)(2) as follows by adding (e):**

(e) All site plans for the use “public or private schools, grades K-12” only (1) when such use has never previously been established on the subject property; (2) a building expansion or an accessory structure with a gross floor area of 50,000 ft<sup>2</sup> or greater is proposed; (3) one or more athletic fields with lighting or amplified sound are proposed; (4) where there are off-site transportation, traffic, or drainage improvements associated with such site plan either required by the City or offered by the applicant; or (5) when new sanitary sewer connections are proposed, the Planning Director shall have the authority to require Planning Commission review of a site plan if he/she determines that the public interest would be served thereby.

*(Clarifies which site plans associated with schools require Planning Commission approval.)*

**\*Amend Section 7(D)(4) as follows by changing the existing (g) to (h) and adding a new (g):**

(e) All site plans for the use “public or private schools, grades K-12” involving building additions or accessory structures of less than 50,000 ft<sup>2</sup> and other miscellaneous site modifications (e.g., parking lot additions, on-site drainage improvements, athletic fields with no lighting or sound amplification, etc...).

*(Clarifies which site plans associated with schools require administrative approval.)*

**\*Amend Section 7(J) as follows:**

(J) *Period of Validity.* The State law regarding vested property rights (T.C.A. 13-4-310, effective June 1, 2024), as it may be amended from time to time, shall govern the period of validity for both Commission and administrative site plan approvals.



***(Reconciles the Zoning Ordinance with the 2015 State vesting law.)***

***\*Amend Section 9(D)(2)(zz) by adding the bold, italicized language below***

(zz) Institutional group assembly uses, including recreational fields, public buildings, lodges, country clubs, clubs, churches, and other places of worship, ***but excluding public or private schools grades K-12,*** shall be subject to the following additional standards:

[1] Parking areas shall be designed and arranged so that backing from the site onto a public right-of-way will not be necessary and adequate space will be available for vehicles to turn around on-site. An on-site off-street area shall be provided for vehicles to load and unload passengers. Parking areas shall not be permitted in the required front yard.;

[2] In all residential districts an institutional group assembly use shall have a lot size not less than three times the minimum lot size permitted in the zoning district where the institutional group assembly use is proposed to be located. In the event the institutional group assembly use is proposed to be located on land that has two or more different zoning classifications, the minimum lot size shall be calculated by applying the larger required minimum lot size.; [insert existing table here]

[3] On-site lighting for parking areas, fields for athletics, scoreboards, and grounds shall be arranged in such a manner as to minimize intrusion of lighting into areas zoned or used for residential or medical purposes. To this end, a plan depicting the proposed location of on-site exterior lighting fixtures shall be submitted for review by staff and the BZA. Such plan shall depict the arrangement of the lighting fixtures, their height, their specifications, the direction in which lighting will be oriented, ***and photometrics***. Additional information may be required by the staff or the BZA in order to verify whether the lighting will be intrusive into areas zoned or used for residential or medical purposes.;

[4] Applications for an institutional group assembly use shall indicate the proposed locations of garbage dumpsters or receptacles. These facilities shall be located in such a manner as to minimize adverse effects upon neighboring properties and aesthetics from the public right-of-way. The use of dumpsters may be prohibited in the event the BZA determines that such would have a detrimental effect upon the adjacent property;

***[5] A Type C landscape buffer shall be required to screen the proposed use from any property zoned or used for single-family residential purposes (including single-family residential portions of an approved PUD), regardless of the zoning of the institutional group assembly use property. In the event of new building***

***expansions, accessory structures, or other miscellaneous site improvements, the Type C buffer shall only be required in the area of such expansions or improvements. However, the BZA may require additional screening requirements if necessary to mitigate adverse impacts on adjacent residential properties.***

[6] The number of required parking spaces provided on-site shall be in accordance with Chart 4 of this article provided, however, if the applicant can present evidence satisfactory to the BZA that a substantial portion of the expected users will arrive at the institutional group assembly use by bus, bicycle, walking, or by carpooling or that off-street parking areas on adjacent or nearby properties will be available on a long term basis, the BZA shall have authority to determine the number of required parking spaces to be provided on-site. The BZA may require that a reserve area be retained on-site for future expansions of the parking area.;

[7] an application for a special use permit for an institutional group assembly use shall be accompanied by a description of uses or activities proposed for the facility which may be subject to separate regulation or which may result in unusual traffic patterns, traffic volumes, or other detrimental impacts upon adjacent properties, including but not necessarily limited to those uses which would require a special permit if not a part of the institutional group assembly use.;

[8] the BZA shall have authority to approve an on-site location with water, sewer, and electric utility connections for accommodations for travel trailers or R.V.s (recreational vehicles) for use by visiting or traveling speakers or guests associated with the institutional group assembly use. Provided, however, such location for travel trailers or R.V.s shall not be permitted for use as a permanent residential dwelling unit.;

[9] the BZA shall have the authority to grant variances to the standards imposed by this subsection for temporary or short-term uses of property for the institutional group assembly use purposes. In such cases, the BZA may impose conditions of approval to assure the compatibility of the short-term land use with other property in the vicinity of the proposed use; and

[10] the application for a special use permit for an institutional group assembly use shall indicate any intentions for the use of systems for the external broadcast **or amplification** of speech, music, or other sounds. If such are proposed, the applicant shall indicate the times of day and duration of their proposed use. The BZA shall have the authority to place restrictions upon their use in order to minimize excessive noise

from intruding upon neighboring properties especially those zoned or used for residential purposes. In no event shall the BZA approve the use of such which would be in violation of the City Code or ordinances regulating noise. BZA approval does not constitute a waiver of any City Code or ordinances regulating noise.

**[11] the building height of all principal and accessory buildings shall be limited to what is permitted by Chart 2 of the Zoning Ordinance and its endnotes. However, the BZA may approve building height that exceeds the above noted standards as a function of the special use permit, provided it finds that the use will still comply with the Standards of General Applicability in Section 9 of this article. Regardless, no special use permit shall grant authority for such a structure to exceed the maximum height requirements denoted in the Airport Overlay District.**

**(12) The development plans for such use shall comply with any requirements set forth by the State Fire Marshal and/or the City Fire Marshal, as applicable.**

**(13) Where existing development on the subject property has failed to comply with conditions set forth in a prior approval or where there are current zoning or code violations on the subject property, such violation shall be grounds for denial of the application for said use.**

*(Removes school uses from the BZA special use permit standards; codifies a minimum buffer type requirement for other institutional group assembly uses; and gives other types of institutional group assembly uses additional flexibility with regard to building height through the special use permit process.)*

**\*Remove all references to “schools” from Section 19.**

*(Section 19 includes descriptions of the various residential zoning districts and in most cases notes that schools are allowed by special use permit. This will remove those references to eliminate any confusion.)*

**\*Amend Section 27(M) by adding “(3)”, as follows:**

**(3) Irrigation is recommended but not required to ensure the viability of required plantings at uses identified in Chart 1 of this article as “public or private schools, grades K-12.” However, the property owner and successor property owners for such uses shall be responsible for maintaining all required landscaping in perpetuity.**

*(Makes irrigation recommended but not required for school uses.)*

**\*Amend Chart 1: Uses Permitted by replacing the “S” with an “X” for the use “School, Public or Private, Grades K-12” in the columns for the following zoning districts: RS-15, RS-12, RS-10, RS-8, RS-6, RS-4, RD, RM-12, RM-16, RS-A, R-MO, OG-R, OG, CM-RS-8, CM-R, and CM.**

*(Eliminates the special use permit requirement for school uses.)*

**\*Amend Chart 1: Uses Permitted by replacing the “13” superscript with “34” and “35” superscripts for the use “School, Public or Private, Grades K-12”.**

*(Removes the connection to the endnote that pertains to other types of institutional group assembly uses and replaces it with new endnote references that pertain specifically to schools uses.)*

**\*Amend Chart 1: Uses Permitted Endnotes by adding the *bold, italicized* language below in Endnote 13.**

13. Institutional group assembly uses, including recreational fields, public buildings, lodges, country clubs, clubs, churches, and other places of worship ***but excluding public or private schools grades K-12, and expansions/additions thereto***, where permitted by right, shall meet the following standards:

(a) Parking areas shall be designed and arranged so that backing from the site onto a public right-of-way will not be necessary and adequate space will be available for vehicles to turn around on-site. An on-site off-street area shall be provided for vehicles to load and unload passengers. Parking areas shall not be permitted in the required front yard.

(b) In all residential districts, institutional group assembly uses shall have a lot size not less than three times the minimum lot size permitted in the zoning district where the institutional group assembly use is proposed to be located. In the event the institutional group assembly use is proposed to be located on land that has two or more different zoning classifications, the minimum lot size shall be calculated by applying the larger required minimum lot size. [insert existing table here]

(c) An institutional group assembly use may: (1) conduct a use that is subject to separate definition under this zoning ordinance or regulation, e.g., childcare facility or mission for the homeless; (2) use equipment producing noise audible upon residential property, e.g., outdoor speaker system, carillon, chimes, bells; or, (3) construct exterior water, sewer, and electric utility

connections for trailers or recreational vehicles only after a special use permit to that affect has been granted by the Board of Zoning Appeals.

***[d] A Type C landscape buffer shall be required to screen the proposed use from any property zoned or used for single-family residential purposes (including single-family residential portions of an approved PUD), regardless of the zoning of the institutional group assembly property. In the event of new building expansions, accessory structures, or other miscellaneous site improvements at the institutional group assembly use, the Type C buffer shall only be required in the area of such improvements.;***

***(e) The development plans for such use shall comply with any requirements set forth by the State Fire Marshal and/or the City Fire Marshal, as applicable.***

***(f) Where existing development on the subject property has failed to comply with conditions set forth in a prior approval or where there are current zoning or code violations on the subject property, such violation shall be grounds for denial of the application for said use.***

***(g) The building height of all principal and accessory buildings shall be limited to what is permitted by Chart 2 of the Zoning Ordinance and its endnotes and Section 25 of the Zoning Ordinance, respectively.***

***(Removes school uses from the endnote pertaining to other types of institutional group assembly uses; codifies a minimum buffer type requirement for other institutional group assembly uses.)***

**\*Amend Chart 1: Uses Permitted Endnotes by adding Endnote 34 as follows:**

**34-1. Rezoning to PND or PUD (whichever is more appropriate for the respective situation, as determined by the Zoning Administrator) for the use “public or private schools, grades K-12” shall be required in the following circumstances; otherwise, the use shall be permitted by right.**

**a) The use has never previously been established on the subject property.**

**b) A building expansion or an accessory structure with a gross floor area of 50,000 ft<sup>2</sup> or greater is proposed; or**

**c) One or more athletic or recreation fields with lighting or amplified sound are proposed.**

*(Specifies the instances where rezoning to a planned development would be required for a school use.)*

**34-2. PND and PUD zoning applications for the use “Public or private schools, grades K-12”, shall meet the following standards, in addition to all other applicable standards found elsewhere in this article (but excluding any exceptions to such regulations noted as a part of the approved PND or PUD zoning):**

**(a) Parking areas shall be designed and arranged so that backing from the site onto a public right-of-way will not be necessary and adequate space will be available for vehicles to turn around on-site. An on-site off-street area shall be provided for vehicles to load and unload passengers. Parking areas shall not be permitted in the required front yard.**

**[b] A Type C landscape buffer shall be required to screen the proposed use from any property zoned or used for single-family residential purposes (including single-family residential portions of an approved PUD). In the event of new building expansions, accessory structures, or other miscellaneous site improvements, the Type C buffer shall only be required in the area of such improvements.;**

**[c] An on-site location with water, sewer, and electric utility connections for accommodations for travel trailers or R.V.s (recreational vehicles) for use by visiting or traveling speakers or guests associated with the public and private school, grades K-12 use may be provided. However, such location for travel trailers or R.V.s shall not be permitted for use as a permanent residential dwelling unit.;**

**(d) The development plans for such use shall comply with any requirements set forth by the State Fire Marshal and/or the City Fire Marshal, as applicable.**

**(e) Where existing development on the subject property has failed to comply with conditions set forth in a prior approval or where there are current zoning or code violations on the subject property, such violation shall be grounds for denial of the application for said use.**

**(f) The building height of all principal and accessory buildings, excluding light fixtures accessory to recreation fields, shall be limited to what is permitted by Chart 2 of the Zoning Ordinance and its endnotes and Section 25 of the Zoning Ordinance, respectively. However, exceptions to the maximum building height may be granted as part of the approval of the**

PND or PUD zoning. Regardless, no approval shall grant authority for such a structure to exceed the maximum height requirements denoted in the Airport Overlay District.

(g) Light fixtures associated with recreation fields that are accessory to public or private school, grades K-12 shall not exceed 80' in height. However, the maximum height for such light fixtures may be less than 80' in height if further restricted by the maximum height requirements of the Airport Overlay District.

(h) The minimum yard requirements shall be as follows: Front = 40'; Sides = 12.5'; and Rear = 30'.

(i) If the use has previously been granted a special use permit by the Board of Zoning Appeals on the site, then any conditions placed on the approval of the special use permit shall remain in effect unless the approved PND or PUD contains an exception to such conditions, but only (where applicable) in the area(s) specified in the special use permit. Unless the approved PND or PUD contains an exception, any subsequent development on the property must comply with any such conditions that apply to the entirety of the site, and any other conditions in the special use permit may be extended to the subsequent development area in the discretion of the Planning Commission and/or City Council.

(j) Prior to the approval of any site plan, the applicant shall enter into a development agreement with the City for any off-site public infrastructure improvements required in conjunction with the application.

*(Specifies the standards that a planned development for a school use must be designed to meet, except where exceptions are specifically approved by PC and CC as a part of the planned development.)*

**\*Amend Chart 1: Uses Permitted Endnotes by adding Endnote 35 as follows:**

35. Expansions, building additions, accessory structures, site modifications, and the like for the use "Public or private schools, grades K-12", where permitted by right, shall meet the following standards, in addition to all other applicable standards found elsewhere in this article:

(a) Parking areas shall be designed and arranged so that backing from the site onto a public right-of-way will not be necessary and adequate space will be available for vehicles to turn around on-site. An on-site off-street

area shall be provided for vehicles to load and unload passengers. Parking areas shall not be permitted in the required front yard.

[b] A Type C landscape buffer shall be required to screen the proposed use from any property zoned or used for single-family residential purposes (including single-family residential portions of an approved PUD) regardless of the zoning of the school property. In the event of new building expansions, accessory structures, or other miscellaneous site improvements, the Type C buffer shall only be required in the area of such improvements.;

[c] An on-site location with water, sewer, and electric utility connections for accommodations for travel trailers or R.V.s (recreational vehicles) for use by visiting or traveling speakers or guests associated with the public and private school, grades K-12 use may be provided. However, such location for travel trailers or R.V.s shall not be permitted for use as a permanent residential dwelling unit.;

[d] The development plans for such use shall comply with any requirements set forth by the State Fire Marshal and/or the City Fire Marshal, as applicable.

(e) Where existing development on the subject property has failed to comply with conditions set forth in a prior approval or where there are current zoning or code violations on the subject property, such violation shall be grounds for denial of the application for said use.

(f) The building height of all principal and accessory buildings shall be limited to what is permitted by Chart 2 of the Zoning Ordinance and its endnotes and Section 25 of the Zoning Ordinance, respectively.

(g) If the use has previously been granted a special use permit by the Board of Zoning Appeals on the site, then any such conditions placed on the approval of the special use permit shall remain in effect and any subsequent development on the property must comply with those conditions.

(h) Prior to the approval of the site plan, the applicant shall enter into a development agreement with the City for any off-site public infrastructure improvements required in conjunction with the application.



*(Specifies the standards that a school expansion or site modification must meet where such expansion or modification is allowed by right.)*

**\*Amend Chart 2 Endnotes by adding the *bold, italicized* language below in Endnote 16.**

***16. Principal buildings associated with the uses identified in Chart 1 of this article as “church” or “public or private school, grades K-12” in the RS-15, RS-12, RS-10, RS-8, RS-6, RS-4, RS-A, R-D, RM-12, RM-16, R-MO, OG, OG-R, CL, and CF zones shall be permitted up to a maximum height of fifty (50) feet, provided that the use is located on a lot of at least five (5) acres and that any part of such building that exceeds 35’ in height is located at least 100’ from the nearest property zoned or used for single-family residential purposes (including single-family residential portions of an approved PUD).*** Provided, furthermore, however, that ornamental towers for churches in the RS-15, RS-12, RS-10, RS-8, RS-6, RS-4, RS-A, R-D, RM-12, RM-16, R-MO, CM, CM-R, OG, CL, CF, and CU zones shall be permitted **up to** a maximum height of seventy **(70)** feet. Plans for ornamental towers shall be prepared by an engineer registered in the State of Tennessee and designed in accordance with the Standard Building Code.

*(Provides additional flexibility for building height for church and school uses, as we have seen a demand for taller buildings for these uses.)*

## COUNCIL COMMUNICATION

**Meeting Date: 03/06/2025**

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**Item Title:** Right of Way Acquisition Presentation for Rutherford Blvd

**Department:** Engineering

**Presented by:** Chris Griffith – Executive Director

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>

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**Summary**

Update on the Rutherford Blvd Extension Project.

**Background Information**

In March 2022, the Council approved the contract for the preliminary and final design of the Rutherford Boulevard Extension. This project involves extending Rutherford Boulevard by approximately 0.77 miles over I-24, connecting it with Warrior Drive. Additionally, the proposal includes the design of approximately 0.25 miles of Rutledge Way extending north.

Since the approval, the design phase and environmental permitting has been progressing, and the right-of-way acquisition is currently underway. To keep the Council informed, staff is presenting an opportunity to partner with a landowner through a forthcoming developer's agreement. This potential partnership aims to facilitate the project's advancement.

**Council Priorities Served**

*Expand infrastructure*

Implementation of the 2040 Major Transportation Plan through the extension of existing roadways.

**Fiscal Impact**

The development agreement that is being drafted will describe the expenses associated with constructing a portion of Rutherford Blvd through Swanson Development LP property (adjacent to and north of Riverdale High School) in conjunction with anticipated right-of-way donation.

## COUNCIL COMMUNICATION

**Meeting Date: 03/06/2025**

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**Item Title:** Agreement with Trimble Technology for Maintenance and Support Services

**Department:** Information Technology

**Presented by:** Matt Jarratt – Director of Information Technology

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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**Summary**

Consider approval of the agreement with Trimble Technology for maintenance and support services for converting of City's Cityworks subscription model to Cityworks Online service.

**Staff Recommendation**

Approve the Trimble Conversation and Support Agreement. Contract is subject to final review by the City Attorney.

**Background Information**

The City's Cityworks AMS and PLL solution is currently locally hosted and has been heavily dependent on a local business partner for support, maintenance, and passthrough billing services. This agreement with Trimble to transition from a locally hosted environment to Cityworks Online (CWOL) will provide direct vendor support, reducing reliance on third-party partners. Trimble's focus on enhancing the CWOL environment will help the City migrate current challenges of local hosting, reduce dependency on the local business partner, gain dedicated vendor support, and establish internal domain expertise, positioning itself for future expansion and improved system management.

**Council Priorities Served**

*Responsible budgeting*

The agreement supports operational stability for the City's Asset Management and Permit, Land, License solution.

**Fiscal Impact**

The agreement totals \$491,000 over the two-year contract and will continue to be expensed through the operating budget. As the City considers transitioning to the Trimble Unity platform after the two-year period, it has positioned itself to negotiate the most favorable pricing model. Future costs will be included in subsequent annual budgets.

**Attachments**

Agreement with Trimble Technology for Maintenance and Support Services



### ORDER FORM

<b>Order Date:</b>	Date of the last signature below
<b>Trimble Entity Name ("Trimble") and Address:</b>	Azteca Systems, LLC, a Trimble company 11075 South State, Suite 24, Sandy, Utah 84070
<b>Customer Entity Name ("Customer") and Address:</b>	Murfreesboro (TN), City of 300 NW Broad St. ST-37130 PO BOX 1477 Murfreesboro, TN 37133-1477
<b>Billing Contact Name and E-Mail Address:</b>	Ronald Head rhead@murfreesborotn.gov
<b>Initial Term:</b>	04/30/2025 – 04/29/2027
<b>Validity:</b>	This Order Form shall expire on 04/16/2025 (the "Validity Date"). If this Order Form is not executed by the Customer by the Validity Date, Trimble reserves the right to not offer the pricing found in the Order Form.
<b>Miscellaneous:</b>	<p><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></p> <p><u>Post-Termination Customer Data Access.</u> For 30 days from the expiration or termination of the Agreement, Trimble will make Customer Data available to Customer upon request for export or download as provided in the Agreement for the applicable Product. Additional fees may apply.</p> <p>The Purpose of this Order form is to convert the Customer's subscription to Cityworks Online for their AMS Premium ELA &amp; their PLL Standard ELA, and is to also bring the Customer up to the correct Population Tier over the course of a year, broken out into 6 month terms.</p>

### Licensed Software:

Description	Number of Authorized Users	Annual Term	Total
Server AMS Premium Cityworks Online Enterprise License Agreement (ELA), Includes the Identified Products for up to 75 Named Logins: 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 Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners	75 Named Logins	<b>Year 1: 04/30/2025 - 10/29/2025</b>	<b>\$ 96,500.00*</b>
		<b>Year 2: 10/30/2025 - 04/29/2026</b>	<b>\$ 131,500.00**</b>
		<b>Year 3: 04/30/2026 - 04/29/2027</b>	<b>\$ 263,000.00</b>

<p>Use of Cityworks AMS Application Programming Interfaces (APIs) with third party system integrations</p> <p>Server PLL Standard Cityworks Online Enterprise License Agreement (ELA), Includes the Identified Products for up to 51 Named Logins: Respond Mobile Native Apps (for iOS/Android)</p> <p>--Includes the following Add-ons: eURL (Enterprise URL) Public Access for PLL Cityworks Analytics for PLL Workload Web Hooks Case API - Extended for use with OnBase integration only Use of Cityworks PLL Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners</p>	51 Named Logins		
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*All Licensed Software is for the indicated term and not perpetual. Annual fee herein is based on 150,001 - 200,000 population range. Trimble reserves the right to adjust the annual fee accordingly to align with the Customer's actual population range.*

*\*Fee For Year 1 is a prorated renewal amount \$96,500.00 (Renewal at the amount of \$191,000.00 for 6 months, plus \$1,000.00 conversion fee to Cityworks online(\$500.00 Per Licensing).*

*\*\*Fee for Year 2 is a prorated renewal amount \$131,500 (Renewal amount \$258,000 for 6 months, cost includes \$1,000.00 conversion fee to Cityworks online(\$500.00 Per Licensing).*

#### **Addendums:**

1. Trimble General Transaction Terms (the "General Terms")
2. Supplemental Terms for Software and Subscriptions (the "Software Terms")
3. Supplemental Terms for Support and Maintenance (the "Support Terms")
4. Supplemental Terms for Services (the "Services Terms")
5. Supplemental Terms for Hardware (the "Hardware Terms")
6. Supplemental Terms for U.S. Public Entities
7. Availability Service Level Agreement; Data Security and Restoration

#### **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 and the above referenced Addendums.

**2. Annual Renewals; Additional Software Products and Licenses.** This Order will automatically renew for subsequent 12 month term(s) at then-current pricing, unless either party provides the other with notice of cancellation at least 30 days prior to the expiration of the then-current term. Additional Software Products & Licenses may be added to this Agreement with either an acknowledgement of an official Trimble quote signed by Customer and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from in response to an official Trimble quote and additional fees, if applicable, being paid.

**3. Payment Terms.** All fees are due Net 30 from the date of the Trimble invoice.

- **Annual Licensed Software:**
  - o Year 1 in the amount of \$96,500.00 04/30/2025, and
  - o Year 2 in the amount of \$131,500.00 upon 09/30/2025,
  - o Year 3 in the amount of \$263,000.00 upon 03/30/2026.

**4. Annual Price Increase.** At each renewal, Trimble has a right to increase the annual fees by the greater of (a) CPI plus two percent (2%) or (b) eight percent (8%). "CPI" shall mean for all Urban Consumers, the U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall be for the prior twelve months as of the date the calculation is made. Trimble will use commercially reasonable efforts to notify Customer of the new pricing no later than sixty (60) days prior to the expiration of the prior term.

**5. Electronic Invoices.** Customer hereby consents to the receipt of invoices electronically at the indicated e-mail address(es) and accepts such invoices as if received by mail. Customer's e-mail address may be changed by written notice given by Customer to Trimble at: customer\_master@trimble.com.

Customer is responsible for maintaining a current e-mail address and shall under no circumstances be excused from payment of applicable charges by its failure to access its designated e-mail address.

6. 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.

7. Notice. A copy of all notices under the agreement should be sent to: City Attorney, City of Murfreesboro, 111 West Vine Street, Murfreesboro, TN 37130.

*[Signature Page to Follow]*

**ACCEPTANCE**

Accepted and agreed:

**CUSTOMER:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TRIMBLE:**

Signature: \_\_\_\_\_

Print Name: Carlos Abaunza

Title: Director

Date: \_\_\_\_\_



## **Addendum #1**

### **Trimble General Transaction Terms** *Version 1.2 (Last updated: May 1, 2024)*

Trimble's provision of Offerings is governed exclusively by these Trimble General Transaction Terms (the "**General Terms**"). The Order, the SOW, these General Terms, any applicable Supplemental Terms, and all other terms referenced or incorporated therein, collectively constitute the "**Agreement**". Any conflict or inconsistency in the Agreement will be resolved in the following order of precedence: (1) the Order, (2) any applicable Supplemental Terms, (3) these General Terms, (4) the SOW, and (5) the Documentation.

**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.** "**Customer**" is the entity or person identified in the Order or SOW.
- 1.3.** "**Dispute(s)**" means any dispute, claim, or controversy arising from or related to the Agreement.
- 1.4.** "**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.
- 1.5.** "**Hardware**" means hardware products specified in the Order.
- 1.6.** "**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.
- 1.7.** "**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.
- 1.8.** "**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.
- 1.9.** "**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. For clarity, Licensed Software excludes firmware.
- 1.10.** "**Offerings**" means Trimble's Hardware, Software, Services, Support, and other Trimble goods or services specified on an Order or SOW.
- 1.11.** "**Order**" means the quotation, proposal, sales agreement or similar documents provided by Trimble and accepted by Customer.
- 1.12.** "**Services**" means any services described in the Order or a Statement of Work, including, without limitation, training, enablement, implementation, configuration, hosting, or content provision.
- 1.13.** "**Software**" means the Licensed Software and/or Software-as-a-Service specified on an Order.
- 1.14.** "**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.
- 1.15.** "**Statement of Work**" or "**SOW**" means a statement of work or similar agreement governing the provision of Services.
- 1.16.** "**Supplemental Terms**" are any additional Trimble terms and conditions referenced in the Order as "Supplemental Terms."
- 1.17.** "**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.
- 1.18.** "**Trimble**" means Trimble Inc. or its Affiliate identified on the Order 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.
- 1.19.** "**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 is valid for acceptance by Customer within the period indicated in the Order 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. Changes to an Order or belated acceptance by Customer are not valid unless Trimble accepts them in writing, and Trimble’s partial or complete delivery against an Order modified by Customer, or acceptance of payment, shall not be deemed to be an acceptance of the modification. Orders that Customer has accepted cannot be canceled for any reason without Trimble’s prior written consent. Notwithstanding anything to the contrary, while Customer may issue a purchase order or similar document for administrative purposes, no provisions of Customer’s purchase orders, invoices, associated purchase documentation, or other business forms will apply to, modify, supersede or otherwise alter the terms of this Agreement or Customer’s payment obligations thereunder, and any such provisions will be of no force or effect.

### **3. Payment Terms; Invoicing**

- 3.1.** Fees are as set forth in the Order or SOW. Fees do not include applicable sales taxes, value added taxes, goods and services taxes, export or import charges, transportation or insurance charges, customs and duty fees, personal property taxes, surcharges and fees, or similar charges, all of which are Customer’s responsibility to pay. Unless Customer provides Trimble with direct payment authority or a valid exemption certificate for the appropriate jurisdiction, Customer will pay Trimble all such taxes, charges, and fees invoiced by Trimble in connection with the Offerings. Customer will pay any foreign exchange transaction fees and any foreign exchange profits or losses incurred on such transactions.
- 3.2.** Trimble will issue invoices in accordance with the billing frequency stated in the Order or SOW. Customer consents to the receipt of invoices electronically at the email address(es) it provided to Trimble for billing purposes, and accepts such invoices as if received by mail. Customer is responsible for maintaining current email address(es) with Trimble. Trimble’s transmission of an invoice to the provided billing email address(es) (regardless of whether actually received by Customer) shall be considered delivery of that invoice by Trimble. Trimble’s failure to issue an invoice in accordance with this Section 3 (Payment Terms; Invoicing) shall not be deemed to be a waiver by Trimble of its right to receive payment pursuant to the Agreement, but Customer shall not be obligated to make such payment until an invoice for such payment is issued by Trimble to Customer.
- 3.3.** Unless otherwise set forth in the Order or SOW, payments are due net 30 days from the date of invoice. Customer will make payment in the currency indicated on the Order or SOW. Trimble is entitled to offset payments against prior debt balances in Customer’s account. Subject to any Laws to the contrary or as otherwise expressly stated in the Agreement, payments are not refundable. No credit, carryover, or refund will be given for any unused Offerings (e.g., services hours, data usage) allocated or available for use during an indicated period of time.
- 3.4.** 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).
- 3.5.** 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).
- 3.6.** For any breach of Customer’s payment obligations under any Order(s), Trimble may, without limiting Trimble’s other rights and remedies, declare Customer’s unbilled future fees under any and all Orders immediately due and payable.
- 3.7.** 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.
- 3.8.** Offerings purchased or licensed under Trimble’s United States General Services Administration (“GSA”) Schedules are subject to all of the pricing and other terms and conditions described in the applicable GSA Schedule.

### **4. Term and Termination**

- 4.1. Term.** The term and any renewals thereof applicable for an Offering (collectively, the “Term(s)”) shall be as set forth in the Order, SOW, or Supplemental Terms. Different Offerings may have different Terms.
- 4.2. 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.
- 4.3. Survival.** These Sections survive expiration or termination of the Agreement: 1 (Definitions), 3 (Payment Terms; Invoicing), 4.3 (Survival), 6 (Warranty Disclaimers), 7 (Limitations of Liability), 8 (Indemnification), 9 (Confidentiality), 11 (Personal Information; Data Protection), 12 (Miscellaneous), any other provisions identified in any applicable Supplemental Terms referencing this provision, and any other term or provision in the Agreement that applies to events occurring following termination or expiration. Except where an exclusive remedy is provided, exercising a remedy under the Agreement, including termination, does not limit other remedies a party may have.

### **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. **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 THE AGREEMENT FOR THE APPLICABLE OFFERING(S) GIVING RISE TO THE LIABILITY.**
- (b) “**EXCLUDED CLAIMS**” MEANS (i) CUSTOMER’S PAYMENT OBLIGATIONS UNDER THE AGREEMENT, (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 8 (INDEMNIFICATION), AND (iii) ANY ADDITIONAL “**EXCLUDED CLAIMS**” EXPRESSLY IDENTIFIED IN ANY APPLICABLE SUPPLEMENTAL TERMS.
- (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.**

- 7.2. **Nature of Claims and Failure of Essential Purpose.** The waivers and limitations in this Section 7 (Limitations of Liability) are agreed-upon allocations of risk constituting in part the consideration for Trimble’s performance under the Agreement, and will survive and apply even if any limited remedy in the Agreement fails of its essential purpose.

8. **Indemnification.** Customer will defend, indemnify, and hold harmless Trimble from and against any and all third-party claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys’ fees and costs) arising out of or in connection with (a) use or modification of any Offerings in breach of the Agreement, or in any manner not authorized by the Agreement or (b) Customer’s violation of Laws or the rights of a third party. Trimble will give Customer prompt written notice of any claim hereunder and will cooperate in relation to the claim at Customer’s expense. Customer will have the exclusive right to control and settle any claim, except that Customer may not settle a claim without Trimble’s prior written consent (not to be unreasonably withheld) if the settlement requires Trimble to admit any liability or take any action or refrain from taking any action (other than ceasing use of infringing materials). Trimble may participate in the defense of any claim at its expense.

9. **Confidentiality.**

- 9.1. **Definition.** “**Confidential Information**” means 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. Trimble's Confidential Information includes, without limitation, the terms and conditions of the Agreement, and any technical or performance information about the Offerings, including the Documentation.

- 9.2. 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, 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.
- 9.3. 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, or
  - (d) it independently developed without using the disclosing party's Confidential Information.
- (e) Supplemental Terms may have additional exclusions.
- 9.4. 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.
- 9.5. 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.**

- 11.1.** 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.
- 11.2.** 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.
- 11.3.** 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.
- 11.4.** 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.
- 11.5.** 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 <https://www.trimble.com/privacy/DPA-TI-EuroSubs> (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.
- 11.6.** If the processing of Personal Information by Trimble is subject to 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](https://dl.trimble.com/www/us_dpa_customer.pdf) or any successor url) is herein incorporated by reference.

12. **Miscellaneous.**

- 12.1. Assignment.** Trimble may assign the Agreement upon notice to Customer. Customer may not assign or transfer the Agreement (by operation of law or otherwise) without the prior written consent of Trimble. Any non-permitted assignment is void. The Agreement will bind and inure to the benefit of each party's permitted successors and assigns.
- 12.2. Amendments.** Trimble may amend the Agreement from time to time with written notice to Customer. Such amendments shall take effect upon the next renewal, if any, of the Agreement, unless Trimble indicates an earlier effective date. If Trimble requires amendments with an earlier effective date and Customer objects in writing, then Trimble may permit such amendments to take effect upon the next renewal; provided, however, if Trimble declines to permit such later effective date, Customer's exclusive remedy is to terminate the Agreement with notice to Trimble, in which case Trimble will provide Customer a refund of any applicable pre-paid fees for the terminated portion of the current Term. To exercise this termination right, Customer must notify Trimble of its objections within thirty (30) days after Trimble's notice of the amended Agreement. Once the amended Agreement takes effect, Customer's continued use of the Offerings constitutes its acceptance of the modifications. Notwithstanding the foregoing, Trimble may modify Documentation upon written notice to Customer to reflect new features or changing practices, provided that the modifications will not materially decrease Trimble's overall obligations with respect to such Offering(s).
- 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. Notices.** Any notice or other communication given by either party to the other regarding the Agreement will be deemed given and served when personally delivered or delivered by reputable international courier requiring signature for receipt addressed to the party at its notice address. Notice will be deemed effective upon delivery or refused delivery attempt. Either party may change its notice address by written notice to the other. Customer's notice address will be the address appearing on the Order or SOW. Trimble's notice address will be the applicable address on Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction), or if the Trimble entity is not listed there, then on the Order. In addition, any valid notice to Trimble shall include a required copy to: Trimble Inc., Attn: General Counsel - Important Legal Notice, 510 De Guigne Drive, Sunnyvale, CA 94085, USA. Trimble may send operational notices to Customer by email or through the Offering, including, without limitation, modifications of the Agreement or Documentation, suspension, collection, and termination notices related to overdue fees.
- 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. GSA.** Offerings purchased or licensed under Trimble's United States General Services Administration ("**GSA**") Schedules are subject to all of the pricing and other terms and conditions described in the applicable GSA Schedule.
- 12.9. Governing Law and Venue.** The sole and exclusive governing Law, jurisdiction, and venue for the Agreement and all Disputes



shall be: (1) as set forth in the Order, if any, or (2) otherwise, as set forth on Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction), in each case to the exclusion of all others; provided that Trimble may elect to bring action in courts with jurisdiction for Customer's location. The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of laws provisions giving rise to a different result do not apply. No Dispute may be brought by either party more than one (1) Year after such Dispute accrued, except that an action for nonpayment may be brought within two (2) Years after the due date. Each party hereby waives, to the maximum extent permitted by law, any objection, including any objection based on *forum non conveniens*, to the bringing of any such proceeding in such jurisdiction.

- 12.10. **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.**
- 12.11. **Region-Specific Terms.** Additional terms and conditions for specified regions are as set forth in Exhibit B (Region-Specific Terms).
- 12.12. **Publicity.** 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 this use upon Customer's written request.
- 12.13. **Headings; Language.** The headings in the Agreement have been inserted for convenience only and shall have no substantive effect. 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.
- 12.14. **Subcontractors.** Trimble may use subcontractors in the performance of its obligations under the Agreement, and will be responsible for the acts and omissions of its subcontractors in their performance of Trimble's obligations in the Agreement.
- 12.15. **No Third-Party Beneficiaries.** Except as may be expressly stated in any Supplemental Terms, there are no third-party beneficiaries under the Agreement.
- 12.16. **Independent Contractors.** Each party is an independent contractor of, and is not an employee, agent, fiduciary, or authorized representative of, the other party.
- 12.17. **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.
- 12.18. **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.

**Exhibit A****Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction**

<b>Customer Location*</b>	<b>Trimble Entity and Notice Address**</b>	<b>Governing Law</b>	<b>Exclusive Venue/Jurisdiction</b>
United States	Trimble Inc. 10368 Westmoor Drive Westminster, CO 80021 USA	State of Delaware	State and Federal Courts located in Wilmington, Delaware, USA
Australia	Trimble Australia Pty. Ltd. Deutsche Bank Place Level 5 126-130 Philip St. Sydney, NSW 2000, Australia	New South Wales	Courts in Sydney, NSW, Australia
Belgium	Trimble Belgium BV, Geldenaaksebaan 329 3001 Leuven, Belgium	Belgium	Courts in Brussels, Belgium
Canada	Trimble Canada Corporation 600-1741 Lower Water Street Halifax, Nova Scotia B3J 0J2, Canada	Province of Ontario, and the federal laws of Canada applicable therein	Provincial and federal courts located in Toronto, Ontario
Finland	Trimble Finland Oy, Hatsinanpuisto 8, 02600 Espoo, Finland	Finland	Courts in Helsinki, Finland
France	Trimble France S.A.S. 1 quai Gabriel Péri 94340 Joinville-le-Pont, France	France	Courts in Paris, France
Germany	Trimble Germany GmbH, Am Prime Parc 11, 65479 Raunheim Germany	Germany	Courts in Frankfurt/Main, Germany
United Kingdom	Trimble UK Limited 1 Bath Street, Ipswich, Suffolk IP2 8SD	England and Wales	Courts of England and Wales
Any other country or geography not specified above	Trimble Europe B.V. Industrieweg 187a, 5683 CC Best, The Netherlands	The Netherlands	Courts of Amsterdam, the Netherlands

\* 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 12.5 (Notices).



**Exhibit B**  
**Region-Specific Terms**

**Table of Contents**

- Australia
- France
- The Netherlands
- Germany

**Australia**

For Customer who purchase Offerings in Australia, the following provisions apply:

- (a) For the purposes of this section, “**Australian Consumer Law**” means the Australian Consumer Law set out at Schedule 2 to the *Competition and Consumer Act 2010* (Cth), as amended from time to time, and “**Non-excludable Condition**” means the consumer guarantees, warranties, rights, or remedies under the Australian Consumer Law that cannot be limited, excluded, restricted, or modified, and to which Customer may be entitled.
- (b) To the extent permitted by Law, Trimble’s liability in relation to breach of any such Non-excludable Condition shall be limited, at its option, as follows: (i) in the case of the goods, to repairing or replacing the goods, supplying equivalent goods, or paying the costs of repairing or replacing the goods or acquiring equivalent goods; and (ii) in the case of the services, to re-supplying the services or paying the cost of re-supplying the services.
- (c) Nothing in the Agreement excludes, restricts or modifies any Non-excludable Condition.
- (d) Nothing in the Agreement is intended to derogate from Trimble’s obligations under the *Privacy Act 1988* (Cth) as amended from time to time.
- (e) Where Order(s) are a “Small Business Contract” within the meaning of the Australian Consumer Law:
  - Trimble shall not accelerate Customer’s unbilled future fees under any Order(s);
  - Customer’s indemnification obligations under the Agreement are reduced to the extent Trimble’s acts or omissions contributed to or caused the claims, costs, damages, losses, liabilities, and expenses suffered by Customer;
  - Trimble’s liability in relation to breach of any Non-excludable Condition will be an Excluded Claim; and
  - No dispute or legal action arising under the Agreement may be brought by either party more than three years after such cause of action accrued.

**France**

Section 3.4 is hereby amended and restated to read as follows:

Section 3.4 Late payments will bear interest at the rate of 1.5% per month or the minimum rate allowed by Law (currently three (3) times the legal interest rate), whichever is higher, measured from the date on which the sums concerned became due until the date on which full payment is received. Collection fees of a minimum amount of 40 € will be added in accordance with Article L. 441-10.II of the Commercial Code. Customer will be liable for all other costs of collection of past due amounts (including court costs and attorney's fees incurred by Trimble). If the Customer does not dispute an invoice amount in writing by the due date of the invoice, the Customer shall be deemed to have acknowledged the accuracy of such invoice and waived its right to dispute it. A dispute over part of an invoice or amount due shall entitle the Customer to withhold or delay payment of the disputed part only.

The following is hereby added as Section 7.1 (e):

(e) EACH PARTY HEREBY HAS AN OBLIGATION TO LIMIT THE DAMAGES IT MAY SUFFER IN THE EVENT OF A BREACH OF ITS OBLIGATIONS BY THE OTHER PARTY.

**The Netherlands**

The provisions of Section 4.2 (Termination) are the sole grounds for the termination of the Agreement, and to the extent permitted by Law, the right of Customer to rescind the Agreement and claim damages on the basis of statutory Law (including but not limited to sec. 6:265 Dutch Civil Code) is excluded.

**THE LIMITATION OF LIABILITY IN SECTION 7 FOR A PERIOD OF 12 MONTHS EXPRESSLY INCLUDES ANY OBLIGATION TO PAY COMPENSATION UNDER A WARRANTY MENTIONED IN THESE TERMS OR RELATED CONTRACTS OR DOCUMENTS AND THE RESTITUTION OBLIGATIONS (*ONDEDAANMAKINGSVERPLICHTINGEN*) AND INDEMNIFY FOR DAMAGES. LIABILITY FOR DEATH**



**OR PERSONAL INJURY SHALL NOT EXCEED EUR 1.250.000.**

The applicability of section 6:227b subsection 1 and section 6:227c subsection 1 of the Dutch Civil Code are excluded in any Agreement between Trimble and any person who is not a consumer.

### **Germany**

If German law applies to this Agreement, the following terms are incorporated into the General Terms:

- 1. With regards to section 3.4,** it is recorded that, according to applicable law and provided that no consumer is the counterparty of the Agreement, the enforceable maximum interest rate is nine (9) percent above the base interest rate. The maximum interest rate applies if the statutory requirements for default (*Verzug*) are fulfilled.
- 2. With regards to section Ziffer 4.2** it is clarified that the statutorily available rights to terminate extraordinarily or without notice period remain unaffected.
- 3. The following applies regarding section 6:** Section 6 will not apply. With regards to warranty (*Gewährleistung*) the relevant provisions of Trimble's Supplemental Terms apply. In addition, unless this is explicitly agreed in writing, it is not intended that Trimble provides a guarantee that exceeds complements the statutory provisions (*gesetzliche Gewährleistung*).
- 4. With regard to paragraph 7** :instead of Section 7 (limitation of liability) only the following provisions apply:
  - Trimble is liable for damages of the Customer that were caused intentionally or through gross negligence, that is the result of failure to deliver on an explicit, written guarantee, that is based on a culpable breach of essential contractual obligations (so-called cardinal obligations), that is the result of a culpable injury to health, body or life or for which liability is provided for under the Product Liability Act or another mandatory legal regulation, in accordance with the statutory provisions.
  - Cardinal obligations are those contractual obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the customer can regularly rely, and whose violation, on the other hand, endangers the achievement of the purpose of the contract.
  - In the event of a breach of a cardinal obligation, liability - to the extent that the damage is based solely on slight or normal negligence and does not affect life, limb or health - is limited to damage that typically arises in the context of the delivery of such software as purchased by the customer and must be expected foreseeably.
  - Any further liability – regardless of the legal basis – of both Trimble and Trimble's vicarious agents and vicarious agents is excluded.
  - If damage to the customer results from the loss of data, Trimble is only liable if the damage could not have been avoided if the customer had normally backed up the data in question.
- 5. Regarding Section 11** Deviating from Section 11.4, it is agreed that the parties also conclude the DPA linked under <https://www.trimble.com/privacy> or a successor URL when concluding this Agreement. Upon request, the Customer can request that a signed copy be sent. The transfer of personal data from Trimble facilities in Europe, acting as data exporter, to Trimble facilities in the United States, acting as data importer, is governed by Standard Contractual Clauses, which are available at the same URL or upon written request to Trimble.
- 6. With regard to clause 12.1** In addition to Section 12. 1, it is stipulated that in the event of a change, the customer is granted an immediate and unconditional right of termination.
- 7. With regard to clause 12.9.**
  - The following section applies instead of section 12.9.
    - Governing Law and Venue; Waiver of Jury Trial. The Agreement and any dispute, claim or controversy arising therefrom shall be governed exclusively by the laws of the jurisdiction applicable to Customer's location as set forth in Appendix A (Trimble Entities; Governing Law; Exclusive Jurisdiction/Venue) under "Governing Law", without Consideration or application of conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply. All claims, matters and disputes arising from the agreement are subject to the customer if the customer is a merchant, a legal entity under public law or a special fund under public law or he does not have a general place of jurisdiction in the Federal Republic of Germany the sole and exclusive jurisdiction and venue set out in Appendix A (Trimble Entities; Governing Law; Exclusive Jurisdiction/Venue) under "Exclusive Jurisdiction/Venue".
    - **Regarding paragraph 12.15.** Clause 12.15 does not apply.



## **Addendum #2**

### **Supplemental Terms for Software and Subscriptions**

*Version 1.2 (Last Updated: May 1, 2024)*

**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 and, unless prohibited by Trimble in the Order, Documentation, or any Supplemental Terms, individuals who are contractors or consultants of Customer or employees, contractors, or consultants of Customer’s Affiliates 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) and Section 9 (Confidentiality).

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”** means 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.

1.8. **“Customer Group”** means Customer’s business units, Affiliates, or Joint Ventures, if any, listed in the Order 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. **“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.

1.14. **“Project”** means the initiation, delivery, operations, and maintenance of a construction project.

1.15. **“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.

1.16. **“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).

1.17. **“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.

1.18. **“Third-Party Materials”** means any third-party data, content, or proprietary software. Third-Party Materials is not part of Software.

1.19. **“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.

1.20. **“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.

1.21. **“Usage Limitations”** means Customer’s authorized scope of use for the Offerings as specified in the applicable Order, 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.

1.22. **“Usage Data”** means Trimble’s technical logs, data, and learnings about Customer’s use of the Offerings, excluding Customer Data.

## **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. User IDs 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, Supplemental Terms, or Documentation, 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 outside of Customer's regular course of business, 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, Supplemental Terms, or the Documentation, 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, Labs or other 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 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. 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 is responsible for such audit costs only in the event the audit



reveals that the use is not in accordance with the Usage Limitations or other licensed scope of use and for unpaid fees. 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 create Anonymized Data; (iii) to use and disclose Customer Data as otherwise permitted pursuant to the Agreement or any written consent or instructions of Customer; and, (iv) 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, Supplemental Terms, or the Documentation, 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.** 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 Section 3 (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.

**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 these Software 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 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 and pay the applicable fees.

**4.7 Fee Criteria.** If the Order 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 issuance by Trimble. Unless otherwise provided the Order, 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.** "**Offering Content**" shall be any 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. 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 otherwise 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.**

(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) **Generally.** Customer authorizes Trimble to grant access to its instances of the Offerings and 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 considered Representatives, as that term is defined and used in Section 9 (Confidentiality) of the General Transaction Terms. 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 the Offerings or Customer Data. Such third-party access or use of the Offerings must be solely and exclusively for the benefit of Customer (or its Affiliates, if applicable), 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.

(b) 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.

## **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.

### **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 (collectively, the "**Subscription Term(s)**"). Notwithstanding anything to the contrary in the Order, 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. 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, 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 (Data 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.

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. Indemnification.** Customer will defend, indemnify, and hold harmless Trimble from and against any and all third-party claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with (a) any Customer Data, Dependencies, or Compatibilities, or (b) Customer's breach of Sections 2.3 (Restrictions), 4 (Customer Obligations), 6.1 (Third-Party Materials), 6.2 (Offering Content), or 6.4 (Third-Party Application Stores) (each, a "Claim"). Trimble will give Customer prompt written notice of any Claim and will cooperate in relation to the Claim at Customer's expense. Customer will have the exclusive right to control and settle any Claim, except that Customer may not settle a Claim without Trimble's prior written consent (not to be unreasonably withheld) if the settlement requires Trimble to admit any liability, pay any amounts or take any action or refrain from taking any action (other than ceasing use of infringing materials). Trimble may participate in the defense of any Claim at its expense.

**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.

**12. 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, 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 For certain Software, Trimble may provide additional or different support services or procedures as set forth in the applicable Documentation, support handbook, or other written documentation provided by Trimble, if any (collectively, the “**Additional Support Documentation**”). 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;
- 4.2. Any problem resulting from improper or inadequate installation, maintenance, or storage of the Software;
- 4.3. Any problem caused by modifications of the Software not made or authorized by Trimble;
- 4.4. 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;
- 4.5. 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
- 4.6. 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.

## Additional Support Documentation

Version 1.1

### 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, a “**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	<a href="https://agileassets.com/techsupport">https://agileassets.com/techsupport</a>	Yes
Cityworks	<a href="https://mycityworks.force.com">https://mycityworks.force.com</a>	Yes
e-Builder (non-Fed Ramp)	<a href="https://www.e-builder.net/customer-center">https://www.e-builder.net/customer-center</a>	No
e-Builder (Fed Ramp)	None.***	Yes
Trimble Water	<a href="https://mytrimblewater.force.com/s/login">https://mytrimblewater.force.com/s/login</a>	No

\* 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](mailto: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 User name 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. 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.	<b>Widespread.</b> More than three quarters of users or devices are affected.
		<b>Large.</b> (1) Multiple sites are affected or (2) between one-half and three-quarters of users or devices are affected.
		<b>Localized.</b> (1) A single site is affected or (2) less than one half of users or devices are affected.
		<b>Individualized.</b> 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.	<b>Critical.</b> 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).
		<b>High.</b> Use of Offering as a whole or core functionality is severely degraded or a work around is available, and with immediate impact

Definitions		
		to the Customer's operations.
		<b>Medium.</b> 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.
		<b>Low.</b> All other requests that are not the above.

#### 4. Additional Limitations and Conditions.

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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 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 or SOW to the contrary, and no Intellectual Property Rights therein are assigned or transferred to the Customer. Unless an Order or Documentation states otherwise, prepaid training and e-learning content will expire if not completed within six months from the effective date of the Order or SOW. 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 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. Client 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 reasonable written rules and regulations of Customer related to use of its premises, provided that such written rules and regulations are provided to Trimble prior to commencement of the Services.
- 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 a SOW or Order. 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 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. Limited Warranty.** 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, or (b) issue a credit for any Services which Trimble identifies as non-conforming.
- 8. 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 and may include, but are not limited to, airfare and other transportation, lodging, and incidentals. Expenses may also include meals reimbursable per a flat per diem rate, available upon request.
- 9. 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 or SOW. 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.
- 10. 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), taxes, 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. 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 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 or fees.



## Addendum #6

### **Supplemental Terms for U.S. Public Entities**

*Version 1.0 (Last Updated: October 7, 2023)*

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

1. **Scope.** To the extent Customer is a public or governmental entity, these Supplemental Terms provisions apply to the extent Customer is a public or governmental entity in the United States.
2. **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 this 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 for the Offerings substantially functionally similar programs and documentation; (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 the fee paid by Customer as reduced to reflect a five year straight-line depreciation from the applicable purchase date. The foregoing indemnification obligation of Trimble 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.
3. **Tax Exemption.** If Customer is a tax-exempt entity and provides evidence of a tax-exempt certificate prior to executing this Agreement, then Section 3.1 of the General Terms regarding Customer's responsibility to pay taxes shall be inapplicable.
4. **No Indemnification by Customer.** Section 8 (Indemnification) and the second to last sentence of Section 12.6 (Export Control) of the General Terms and Section 10 (Indemnification) of the Software Terms shall be inapplicable.
5. **Public Records Law.** Customer's confidentiality obligations in Section 9 (Confidentiality) of the General Terms may be subject to applicable public records law.
6. **Limited Publicity.** Provision (b) in Section 12.11 (Publicity) of the General Terms shall be inapplicable.
7. **Termination for Convenience.** Customer may terminate this Agreement for convenience on not less than sixty (60) days' written notice to Trimble. If Customer terminates this Agreement under this paragraph, all fees for the Term shall immediately become due and payable. All previously paid fees (both used and unused) shall be non-refundable and forfeited. Furthermore, all earned, but unpaid, fees for professional services, if any, must be paid in full before the termination becomes effective.
8. **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 this Agreement, the Customer will promptly notify Trimble in writing and the applicable Order will terminate as of the date of the notice in accordance with Section 7 (Termination for Convenience) 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.
9. **Piggyback.** Trimble does business with many government entities whose applicable laws permit them to join an existing contract between another governmental agency and vendor to acquire goods and services thereunder. In such circumstances and if allowable by applicable law and contract, Customer expressly agrees to allow the other governmental agencies to acquire goods and services using this Agreement ("**Piggyback**"), subject to applicable pricing of the Trimble offerings at the time of the piggyback purchase.
10. **Governing Law.** Notwithstanding Section 12.9 (Governing Law and Venue) of the General Terms, The sole and exclusive governing Law, jurisdiction, and venue for Agreement and Disputes shall be Tennessee.
11. **Attorney's Fees.** Company and Customer are both responsible for their own attorneys' fees with respect to any Dispute.



**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:

<b>Offering</b>	<b>Target Availability*</b>
Cityworks	99.9%*
AgileAssets / Pavement Express	99%
e-Builder	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 or Documentation, (b) general Internet problems, force majeure events 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 20% of 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.

- 2.2. 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.

# COUNCIL COMMUNICATION

Meeting Date: 03/06/2025

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**Item Title:** SSR Task Order 25420130 - Departmental Arc Flash Study

**Department:** Water Resources

**Presented by:** Valerie Smith

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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## Summary

Consider SSR Task Order (TO) for Departmental Arc Flash Study.

## Staff Recommendation

Approve SSR Task Order 25420130 to perform work required by the National Fire Protection Association (NFPA). The Water Resources Board recommended approval of this matter on February 25, 2025.

## Background Information

SSR performed previous arc flash energy analyses and furnished/installed arc flash labels for MWRD. An updated analysis and arc flash labels are required every five years per NFPA 70E, paragraph 130.5. SSR will perform this work for the MWRD water plant, water resource recovery facility, and pump stations. Arc flash studies identify potential arc flash hazards in an electrical system and determine the necessary safety measures to protect workers from these hazards by providing critical information for selecting appropriate personal protective equipment (PPE) and safe work practices. Additionally, it ensures compliance with safety standards and helps in minimizing the risk of equipment damage and downtime due to electrical accidents.

## Council Priorities Served

*Expand infrastructure*

Safely maintaining the expanding electrical infrastructure will allow development and redevelopment to continue.

## Fiscal Impact

The expense of \$129,260 (hourly not to exceed) would be funded from the Department's Working Capital Reserves.

## Attachments

SSR Task Order MWRD Arc Flash Energy Analysis

**ENGINEERING TASK ORDER NO. 25420130****Task Order**

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In accordance with the Standard Form of Agreement Between Owner and Engineer for Professional Services, dated August 6, 2002 ("Agreement"), Owner and Engineer agree as follows:

**1. Background Data**

- a. Effective Date of Task Order: \_\_\_\_\_, 2025
- b. Owner: City of Murfreesboro
- c. Engineer: Smith Seckman Reid
- d. Specific Project (title): MWRD Arc Flash Energy Analysis
- e. Specific Project (description): The project includes study and report services for the existing electrical equipment at the water plant, wastewater plant, and associated pump stations.

**2. Services of Engineer**

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

the services (and related terms and conditions) set forth in the following sections of Basic Services of Engineer in the Agreement modified herein for this specific Task Order, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Study and Report Services (Agreement, Paragraph 1.2 with the exception of 1.2.4-6) as modified below:
  - Review of existing documents, drawings, SKM system model(s), etc.
  - Coordinate with facility staff regarding electrical equipment infrastructure.
  - Obtain updated utility contribution information.
  - Field investigation and verification of electrical system through data collection.
  - Update previous SKM system model(s).
  - Arc flash analysis with results tabulation based on IEEE 1584-2018.
  - Provide final report.
- Preliminary Design Phase (Agreement, Paragraph 1.3) and the following:
  - No preliminary design phase services are provided.
- Final Design Phase (Agreement, Paragraph 1.4) as modified below:
  - No final design phase services are provided.
- Construction Phase Services (Agreement, Paragraphs 1.5 and 1.6) and the following:
  - No construction phase services are provided.

- Operational Phase Services (Agreement, Paragraph 1.7)

- No operation phase services are provided.

B. All the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

### 3. Exclusions

1. De-energize/Energize equipment during data collection. (Owner to provide necessary staff or subcontractor)
2. Access and removal of equipment panel covers required for field investigation/verification. (Owner to provide necessary staff or subcontractor)
3. Any installation or training certification(s)
4. Selective Coordination Study with TCC Plots (Device Coordination Curves)

### 4. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

set forth as Additional Services in Part 2—Additional Services of Engineer, of the Agreement modified for this specific Task Order.

### 5. Owner's Responsibilities

Owner shall have those responsibilities set forth in Section 3 of the Agreement, subject to the following:

A. Delete Paragraph 3.5 and 3.8.

### 6. Task Order Schedule

In addition to any schedule provisions provided in the agreement or elsewhere, the parties shall meet the following schedule.

<b><u>Party</u></b>	<b><u>Action</u></b>	<b><u>Schedule</u></b>
Engineer	Review of existing documents, drawings, SKM system model(s), etc.	21 days
Engineer	Coordinate with facility staff regarding electrical equipment infrastructure	7 days
Engineer	Obtain updated utility contribution information	7 days
Engineer	Field investigation and verification of electrical system through data collection	30 days
Engineer	Update previous SKM system model(s)	35 days
Engineer	Perform arc flash analysis	34 days

<b>Engineer</b>	<b>Provide final report</b>	<b>21 days</b>
<b>Engineer</b>	<b>Furnish and install arc flash labels for electrical distribution equipment</b>	<b>30 days</b>

## 7. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

<b>Description of Service</b>	<b>Amount</b>	<b>Basis of Compensation</b>
1. Basic Services (Section 1 of Agreement)		
a. Study and Report Services	\$126,760.00	Hourly Not to Exceed
<b>TOTAL COMPENSATION</b>	<b>\$126,760.00</b>	
<b>REIMBURSABLE EXPENSES *</b>		
a. Printing labels, supplies, etc.	\$2,500	At Cost
<b>TOTAL REIMB. EXPENSES *</b>	<b>\$2,500</b>	

\* Reimbursable expenses are estimated amounts.

Engineer expects the entire contract duration for these services to be less than 185 days. If the contract duration extends beyond this time, commensurate additional compensation may be required.

Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by the Owner.

## 8. Consultants retained as of the Effective Date of the Task Order:

A. None.

## 9. Attachments:

B. Memorandum.

## 10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_, 2025.

CITY OF MURFREESBORO:

By: \_\_\_\_\_

Print Name: Shane McMarland

Title: Mayor

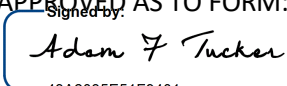
SMITH SECKMAN REID:

By:  Signed by:   
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Print Name: Mario Valentini

Title: Principal

APPROVED AS TO FORM:

 Signed by:   
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City of Murfreesboro Legal Department

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# MWRD Arc Flash Energy Analysis

## MEMORANDUM

**To:** Valerie Smith  
**From:** John Furr  
**Date:** February 12, 2025  
**Re:** MWRD Arc Flash Energy Analysis  
**Project Name:** MWRD Arc Flash Energy Analysis

### *Project Summary*

SSR performed an arc flash energy analysis and furnished/installed arc flash labels for MWRD in April 2018. An updated analysis and arc flash labels are required every five years per NFPA 70E, paragraph 130.5. Per MWRD request on 2/3/2025, this memorandum includes information regarding proposed engineering services to provide an arc flash energy analysis update for the MWRD water plant, wastewater plant, and supporting pump stations. The information is utilized by qualified workers in conjunction with the site-specific electrical Safety Plan in the work permitting process and PPE selection.

### *Scope of Services*

SSR will perform the following tasks for the project site:

1. Review of existing documents, drawings, SKM system model(s), etc.
2. Coordinate with facility staff regarding electrical equipment infrastructure.
3. Obtain updated utility contribution information.
4. Field investigation and verification of electrical system through data collection.
5. Update previous SKM system model(s).
6. Arc flash analysis with results tabulation based on IEEE 1584-2018.
7. Provide final report.

The Arc flash analysis will be completed for two scenarios:

1. Normal (utility only)
2. Generator (no utility)

Equipment labels will be based on data for normal scenario only. Single line diagram(s) will be provided with the report to be used as support for the arc flash analysis but should not be used as "as built" drawings. SSR will need the Owner to provide utility contact information for the purpose of obtaining utility data needed to complete the analysis, i.e., three phase available fault current, line to ground available fault current, X/R ratios.

### *Item(s) not included in Scope*

1. De-energize/Energize equipment during data collection. (Owner to provide necessary staff or subcontractor)
2. Access and removal of equipment panel covers required for field investigation/verification. (Owner to provide necessary staff or subcontractor)
3. Any installation or training certification(s)
4. Selective Coordination Study with TCC Plots (Device Coordination Curves)



# MWRD Arc Flash Energy Analysis

## Deliverables

1. Final report (digital pdf):
  - a. Front end narrative
  - b. Fault current results summary
  - c. Arc flash results summary
  - d. Custom work permits for each bus
  - e. Single line diagram(s)
2. Furnish and install arc flash labels for electrical distribution equipment including but not limited to:
  - a. Switchgear
  - b. Motor Control Centers
  - c. Switchboards
  - d. Panelboards
  - e. Transformers
  - f. 480 V Safety Switches rated 100 amp and larger
  - g. Utilization Equipment (if previously labeled with arc flash labels)

## Project Costs

The estimated project cost for the engineering services is One Hundred Twenty-Six Thousand Seven Hundred Sixty Dollars (**\$126,760**) based on an hourly not to exceed fee. We anticipate there will be reimbursable expenses for this project in the estimated amount of \$2,000. Positions and hourly rates are as follows:

Position	Hourly Rate
Senior Principal	\$250
Principal	\$235
Operations Manager/Technical Lead	\$220
Senior Project Manager	\$205
Project Manager II	\$190
Project Manager I	\$175
Engineer IV	\$205
Engineer III	\$190
Engineer II	\$175
Engineer I	\$150
Engineer Intern II	\$135
Engineer Intern I	\$120
Lead Designer	\$180
Senior Designer II	\$160
Senior Designer I	\$140
Designer II	\$110
Designer I	\$90
Clerical	\$95



## MWRD Arc Flash Energy Analysis

### *Project Schedule*

The total project duration is estimated to be 185 days.

We appreciate the opportunity to provide you with this memorandum. If all of this is satisfactory for you, please return to us a signed copy of this letter to serve as our authorization to proceed.

Sincerely,

A blue ink signature of Mario Valentini, written in a cursive style.

Mario Valentini, PE  
Principal

A black ink signature of John Furr, written in a cursive style.

John Furr, CM-BIM  
Project Manager

APPROVED AS TO FORM:

Signed by:

A blue ink signature of Adam F. Tucker, written in a cursive style.

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2/20/2025

City of Murfreesboro

Date

# COUNCIL COMMUNICATION

Meeting Date: 03/06/2025

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**Item Title:** Cumberland International Truck INC. Contract

**Department:** Water Resources

**Presented by:** Valerie Smith

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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**Summary**

Consider the purchase of a 2025 International HX620 Dump Truck.

**Staff Recommendation**

Approve the contract with Cumberland International Truck. The Water Resources Board recommended approval of this matter on February 25, 2025.

**Background Information**

O&M is requesting approval to replace Unit 31, a 2000 Mack Dump Truck, RD609S. The replacement was approved by Fleet Services due to age and maintenance cost. Staff found a replacement vehicle on the State of Tennessee Vehicle Contract with Cumberland International Truck Inc.

**Council Priorities Served**

*Responsible budgeting*

By using the statewide contract, the Department benefits from competitive pricing.

**Fiscal Impact**

The expense, \$182,289.61, funded by MWRD's FY25 rate funded capital budget.

**Attachments**

Cumberland International Truck Inc. Contract

**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
CUMBERLAND INTERNATIONAL TRUCKS, INC.  
FOR PURCHASE OF HX620 SBA DUMP TRUCK**

This Contract is entered into and effective as of \_\_\_\_\_, 2025, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **CUMBERLAND INTERNATIONAL TRUCKS, INC.**, a corporation of the State of Delaware ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***State of Tennessee Contract No.200/85480 with Cumberland International Trucks, Inc.***
- ***Contractor's Proposal dated February 5, 2025, from Cumberland International Trucks, Inc. for a New 2025 International HX620 SBA Dump Truck with Options and Specifications as Listed***
- ***Any properly executed amendments to this Agreement***

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- ***Second, this Contract***
- ***Third, State Contract No. 200/85480 with Cumberland International Trucks, Inc.***
- ***Fourth, Contractor's Proposal dated February 5, 2025 for a New 2025 International HX620 SBA Dump Truck with Options and Specifications as Listed***
- ***Finally, any properly executed amendments to this Agreement***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: one (1) New 2025 International HX620 SBA Dump Truck with Options as Listed as set forth in the State Contract and Contractor's Quote dated February 5, 2025. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the State Contract 200/85480 with Cumberland International through the term of the contract. Such future procurements shall be executed through an Amendment and Purchase Order after purchases exceeding \$50,000 have been approved by City Council.
2. **Term.** The term of this contract shall be from the Effective Date to the expiration of the State Contract on January 5, 2028. Contractor's performance may be terminated in whole or in part:
  - a. Upon 30-day prior notice, for the convenience of the City.
  - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
  - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
- f. Notwithstanding the expiration of the State Contract No. 200/85480 between the State of Tennessee and Cumberland International, Inc., the terms of this Contract and Contractor's obligations herein shall survive said expiration and continue in full force and effect until: (i) delivery and acceptance of the items or (ii) other termination as provided in this section.

3. **Price; Compensation; Method of Payment.**

- a. The price for the goods and other items to be provided under this Contract is set forth in the Contractor's Proposal dated February 5, 2025, from Cumberland International Trucks, Inc., reflecting a base price of \$145,729.74 plus options as listed for a **Total Purchase Price of \$182,289.61**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
  - b. Deliveries of all items shall be made by June 30, 2025, delivered to Water Resources Department Operations and Maintenance– 1725 South Church Street, Murfreesboro, TN 37130. Contact person Donald Hughes (tel. 615-848-3218; email: [dhughes@murfreesborotn.gov](mailto:dhughes@murfreesborotn.gov)) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
  - c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
  - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quotation.
  - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Warranty.** Unless otherwise specified, every item shall meet the warranty requirements set forth on the Contractor's Proposal dated February 5, 2025, and State of Tennessee's Contract No. 200/85480 with Cumberland International Trucks, Inc.

5. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees (“Expenses”) arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. **Copyright, Trademark, Service Mark, or Patent Infringement.**
  - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
  - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
    1. Procure for the City the right to continue using the products or services.
    2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
    3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
  - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has

any direct or indirect interest by license or otherwise, separate from that granted herein.

6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

City of Murfreesboro  
Attn: City Manager  
111 West Vine Street  
Murfreesboro, TN 37130

If to the Contractor:

Cumberland International Truck  
Attn : Erick Creasey  
640 Massman Dr.  
Nashville, TN 37210  
[ecreasey@cltte.com](mailto:ecreasey@cltte.com)  
615-256-4633

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion,



sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder
17. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution
22. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

*[signatures appear on the following page]*

**IN WITNESS WHEREOF**, the parties enter into this agreement as of the “Effective Date”.

**CITY OF MURFREESBORO**

**CUMBERLAND INTERNATIONAL TRUCK, INC.**

By: \_\_\_\_\_  
Shane McFarland, Mayor

Signed by:  
By: Chris Randall  
Chris Randall, Director of Sales

APPROVED AS TO FORM:

Signed by:  
Adam F. Tucker  
Adam F. Tucker, City Attorney



# **Hx620 SBA**

**Sales Proposal For:**

**Murfreesboro Water & Sewer Dept.**

**Presented By:**

**CUMBERLAND INTERNATIONAL TRUCKS, INC.**

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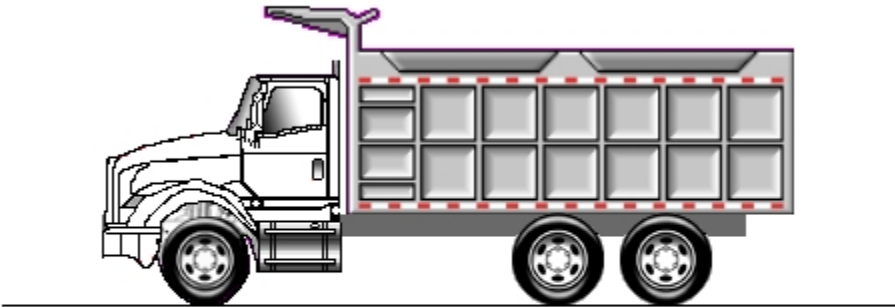
**Prepared For:**  
Murfreesboro Water & Sewer Dept.  
Donald Hughes  
1725 S Church St.  
Murfreesboro, TN 37130-5599  
(615)893 - 1223  
Reference ID: N/A

**Presented By:**  
CUMBERLAND INTERNATIONAL TRUCKS, INC.  
Erick Creasey  
640 Massman Dr.  
NASHVILLE TN 37210 -  
(615)256-4633

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Priced on SWC 200 Contract # 85480

MSRP: \$273,867.00  
Base price on SWC: \$145,729.74  
Truck as quoted: \$182,289.61



**Model Profile**  
**2025 HX620 SBA (HX620)**

<b>AXLE CONFIG:</b>	6X4
<b>APPLICATION:</b>	Construction Dump
<b>MISSION:</b>	Requested GVWR: 66000. Calc. GVWR: 66000. Calc. GCWR: 130000 Calc. Start / Grade Ability: 21.45% / 2.34% @ 55 MPH Calc. Geared Speed: 83.7 MPH
<b>DIMENSION:</b>	Wheelbase: 205.00, CA: 136.00, Axle to Frame: 67.00
<b>ENGINE, DIESEL:</b>	{Cummins X15 430V} Productivity Series, EPA 2024, 430HP @ 1900 RPM, 1650 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 441 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 4000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
<b>AXLE, REAR, TANDEM:</b>	{Meritor RT-46-160} Single Reduction, 46,000-lb Capacity, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 4.56
<b>CAB:</b>	Conventional, Day Cab
<b>TIRE, FRONT:</b>	(2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
<b>TIRE, REAR:</b>	(8) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
<b>SUSPENSION, REAR, TANDEM:</b>	{Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
<b>PAINT:</b>	Cab schematic 100LZ Location 1: 9219, Winter White (Std)

Chassis schematic N/A

INTERNATIONAL

**Vehicle Specifications**  
**2025 HX620 SBA (HX620)**

February 05, 2025

**Description**

Base Chassis, Model HX620 SBA with 205.00 Wheelbase, 136.00 CA, and 67.00 Axle to Frame.

<b>F/R Wt</b>	<b>Tot Wt</b>
(lbs)	(lbs)
9356/6680	16036

**AXLE CONFIGURATION**

AXLE CONFIGURATION 6x4

0/0 0

Notes

: Pricing may change if axle configuration is changed.

**ENGINE**

ENGINE, DIESEL {Cummins X15 430V} Productivity Series, EPA 2024, 430HP @ 1900 RPM, 1650 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 441 Peak HP (Max)

594/39 633

EMISSION, CALENDAR YEAR {Cummins X15} EPA, OBD and GHG Certified for Calendar Year 2025

0/0 0

CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty

0/0 0

CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations

0/0 0

EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Door

0/0 0

VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA /OR/NJ/NY/WA. Contains non-mitigated legacy engine &amp; cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.

0/0 0

Notes

: CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.

RADIATOR Aluminum, Welded, Down Flow, Front to Back System, 1325 SqIn, with 806 SqIn Charge Air Cooler

0/0 0

Includes

: RADIATOR HOSES Premium, Rubber

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

0/0 0

Includes

: FAN Nylon

AIR CLEANER Single Element, with Pre-Cleaner, Engine Mounted

0/0 0

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

0/0 0

BLOCK HEATER, ENGINE {Phillips} 120V/1500W

2/0 2

Includes

: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted

0/0 0

FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)

2/0 2

HOSE CLAMPS, RADIATOR HOSES {Gates} Shrink Band Type

0/0 0

RADIATOR DRAIN &amp; FILL FITTING SPECIAL; To Vacuum Out or Fill the Cooling System from the Bottom of Radiator, for Use with Quick-Connect Radiator Drain Tool or Shop Coolant Evacuation-Fill System

0/0 0

**TRANSMISSION**

TRANSMISSION, AUTOMATIC {Allison 4000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway

291/80 371

**Description**

**F/R Wt** **Tot Wt**  
 (lbs) (lbs)

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223

0/0 0

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

0/0 0

OIL COOLER, TRANSMISSION {Modine} Remote Mounted; Not for use with Retarder, for Automatic Transmission

42/-6 36

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

0/0 0

TRANSMISSION OIL Synthetic; 63 thru 76 Pints

0/0 0

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

1/0 1

**CLUTCH**

CLUTCH Omit Item (Clutch & Control)

-114/-20 -134

**REAR AXLES, SUSPENSIONS**

AXLE, REAR, TANDEM {Meritor RT-46-160} Single Reduction, 46,000-lb Capacity, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 4.56

0/425 425

SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings

0/9 9

AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 65 thru 89.99 Pints

0/0 0

DIFF. SWITCH CONTROLS Two Independent Switches for Control Traction Differentials on Tandem Rear Axles, Mounted on Dash

1/0 1

PDL WARNING BUZZER Power Divider Lock

0/0 0

TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only

0/-4 -4

**FRONT AXLES**

AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity

126/0 126

**FRONT SUSPENSIONS**

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers

-26/0 -26

**CABS, COWLS, BODIES**

CAB Conventional, Day Cab

0/0 0

Includes

: CAB REAR SUSPENSION Air

: CLEARANCE/MARKER LIGHTS (5) LED Roof Mounted

: COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window

: CONSOLE, CENTER Includes Two Cup Holders and One Additional Storage Area

: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

: COURTESY LIGHT (2) Driver and Passenger Door Mounted

: DOME LIGHT, CAB Rectangular, Door and Instrument Panel Mounted Switch Activated, Timed Theater Dimming, Center Mounted, Integral to Console

: FLOOR COVERING Rubber, Black



**Description**
**F/R Wt** **Tot Wt**  
(lbs) (lbs)

: GLASS, ALL WINDOWS Tinted		
: GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side		
: GRAB HANDLE, CAB INTERIOR (4) "B" Pillar and Door Mounted, Two Each Side		
: READING LIGHT, CAB Located in Overhead Console		
: STORAGE POCKET, DOOR (2) Full Length, Driver and Passenger Door		
ACCESS, CAB Aluminum, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab or Sleeper Cab	0/0	0
AIR CONDITIONER with Integral Heater and Defroster	0/0	0
<b>Includes</b>		
: HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps		
CAB INTERIOR TRIM Diamond, for Day Cab	0/0	0
CAB SOUND INSULATION Day Cab Interior Noise Reduction Package	0/0	0
FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
GAUGE CLUSTER Premium Level; English with English Electronic Speedometer	0/0	0
<b>Includes</b>		
: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for		
: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure		
: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)		
GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar	6/0	6
INSTRUMENT PANEL Wing Panel	0/0	0
IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	0/0	0
<b>Notes</b>		
: Mirror Dimensions are Rounded to the Nearest 0.5"		
MODESTY PANEL Painted	0/0	0
MONITOR, TIRE PRESSURE Omit	-10/-1	-11
SEAT, DRIVER {ISRI} Series 300, Air Suspension, High Back, Vinyl, Single Chamber Lumbar, Inboard Armrest, Suspension Cover, Fore/Aft Isolator, Cushion Extension, Seat Tilt	0/0	0
SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Vinyl, with Fixed Back, with Under Seat Storage	30/10	40
SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, with Integral LED Clearance/Marker Lights	16/1	17
WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	0/0	0

**FRAMES**

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 12.50" x 3.750" x 0.500" (317.5mm x 95.25mm x 12.7mm); 480.8" (12212mm) Maximum OAL	265/425	690
BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty, for HX	0/0	0

**Description**

	<b>F/R Wt</b> (lbs)	<b>Tot Wt</b> (lbs)
CROSSMEMBER, FRAME TIE for Standard Duty	39/3	42
TOW HOOK, FRONT (2) Frame Mounted; 80,000-lb. Total Capacity	15/0	15
WHEELBASE RANGE 191" (485cm) Through and Including 236" (600cm)	105/-105	0

**BRAKES**

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
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Includes

- : BRAKE LINES Color and Size Coded Nylon
- : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
- : PARKING BRAKE VALVE For Truck
- : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4
- : SPRING BRAKE MODULATOR VALVE SR-7 with relay valve for 6x4/8x6

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0
BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity	33/0	33
BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	4/0	4
SLACK ADJUSTERS, FRONT {Haldex} Automatic	14/0	14
BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/104	104
BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake	0/14	14
SLACK ADJUSTERS, REAR {Haldex} Automatic	0/32	32
PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type	0/60	60
AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
AIR DRYER {Bendix AD-HF} with Heater, Includes Pressure Protection Circuits, Safety Valve, Integral Purge Tank, Governor Pressure Settings 110 psi Cut-In/130 psi Cut-Out, Integrated PuraGuard Coalescing Filtration	0/0	0
AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	0/0	0
AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail	0/0	0
DRAIN VALVE (2) {Berg} with Pull Chains, for Air Tanks	0/0	0
TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2

**STEERING**

STEERING GEAR (2) {Sheppard M100/M80} Dual Power	108/-12	96
STEERING COLUMN Tilting and Telescoping	0/0	0
STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0

**DRIVELINES**

DRIVELINE SYSTEM {Dana Spicer} SPL250 Main Driveline with SPL170 Interaxle Shaft, for 6x4	2/5	7
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<b>Description</b>	<b>F/R Wt (lbs)</b>	<b>Tot Wt (lbs)</b>
<b>EXHAUST SYSTEMS</b>		
EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Cab Mounted Right Side	0/0	0
AFTERTREATMENT COVER Aluminum	0/0	0
ENGINE COMPRESSION BRAKE {Cummins} Interbrake For Cummins Signature/ISX/X15 Engines; Furnished with Engine	0/0	0
EXHAUST HEIGHT 10'	0/0	0
MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	20/11	31
SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF	2/0	2
TAIL PIPE (1) Turnback Type, Bright	-10/-3	-13
<b>ELECTRICAL SYSTEMS</b>		
ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
<u>Includes</u>		
: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel		
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
: STARTER SWITCH Electric, Key Operated		
: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector		
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened	0/0	0
ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount	0/0	0
ANTENNA for Increased Roof Clearance Applications	1/0	1
BACK-UP ALARM Electric, 102 dBA	0/3	3
BATTERY BOX Aluminum, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab	0/0	0
BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2250CCA Total, Top Threaded Stud	8/4	12
BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	3/0	3
CB RADIO Accommodation Package, Header Mounted, Feeds from Accessory Side of Ignition Switch, Includes Power Source, One Antenna and Antenna Base with Wiring on Left Side Mirror	0/0	0
CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Separate Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake accommodation package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	0/2	2
HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position	0/0	0
HEADLIGHTS Halogen, with Daytime Running Lights, Automatic Twilight Controlled	0/0	0

**Description**

	<b>F/R Wt</b> (lbs)	<b>Tot Wt</b> (lbs)
HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0
HORN, AIR (2) Single Bell, Organ Tone, Extra Long, Chrome	4/0	4
HORN, ELECTRIC (2) Disc Style	1/0	1
POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel	0/0	0
RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
SPEAKER, AUXILIARY, CB RADIO with Jack for CB; Mounted Left Side Above Driver's Door	0/0	0
SPEAKERS (2) 6.5" Coax Mounted in Doors, (2) 5.25" Coax Mounted in B-Pillars	4/0	4
STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start	0/0	0
TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch	1/0	1
TURN SIGNAL SWITCH Self-Canceling	0/0	0

**FRONT END**

FRONT END Tilting, Composite	0/0	0
BUG SCREEN Mounted Behind Grille	5/0	5
GRILLE Black Vertical Accent Bars, with Black Mesh	0/0	0
LOGOS EXTERIOR Model Badges	0/0	0
LOGOS EXTERIOR, ENGINE Badges	0/0	0

**SPEEDOMETER, TOOLS, MISC**

COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	0/0	0
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
PROMOTIONAL PACKAGE Government Silver Package	0/0	0
SAFETY TRIANGLES	5/1	6

**FUEL TANKS**

FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 80 US Gal (303L), Mounted Left Side, Under Cab	-4/9	5
DEF TANK 10.8 US Gal (41L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
FUEL HEATER PLUMBING {Cummins} Plumbing for Thermal Recirculation Valve (TRV) Mounted to Cummins X15 Engines, Thermostatically Controlled	0/0	0
FUEL/WATER SEPARATOR {Racor 6600} Pre-Filter and Filter Base, Includes Water-in-Fuel Sensor	-3/0	-3

**WHEELS, TIRES - FRONT**

WHEELS, FRONT {Accuride 29300} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	82/0	82
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INTERNATIONAL

Vehicle Specifications  
2025 HX620 SBA (HX620)

February 05, 2025

Description	F/R Wt (lbs)	Tot Wt (lbs)
(2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position	62/0	62

WHEELS, TIRES - REAR

WHEELS, REAR {Maxion 91541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-8	-8
(8) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/40	40

WHEELS MISC OPTIONS

PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint	0/0	0
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Services Section:

WARRANTY

WARRANTY Standard for HX520, HX620, Effective with Vehicles Built January 1, 2021 or Later, CTS-2015B	0/0	0
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Total Component Weight:	11089/7798 (lbs)	18887 (lbs)
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Rogers bed per spec	0/0	0
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Total Body Allied:	0/0 (lbs)	0 (lbs)
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The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

INTERNATIONAL

Financial Summary  
2025 HX620 SBA (HX620)

February 05, 2025

Description	(US DOLLAR)	Price
Net Sales Price:		\$182,289.61

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller: Accepted by Purchaser:

Official Title and Date Firm or Business Name

Authorized Signature Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

**No Items.**

