

## Roambee Customer Agreement (“Customer Agreement”)

**IMPORTANT:** PLEASE READ THIS CUSTOMER AGREEMENT CAREFULLY AND PRINT IT OR GO TO [HTTP://WWW.ROAMBEE.COM/LEGAL](http://www.roambee.com/legal) TO OBTAIN A DOWNLOADABLE COPY OF THE CURRENT VERSION OF THE CUSTOMER AGREEMENT TO MAINTAIN A COPY FOR YOUR RECORDS.

BY DOWNLOADING, COPYING, INSTALLING, ORDERING, RECEIVING OR OTHERWISE USING ROAMBEE OR ROAMBEE-SUPPLIED DEVICES OR SERVICES, OR BY CLICKING THE "ACCEPT" BUTTON OR CHECK BOX DISPLAYED AS PART OF THE PROCUREMENT, INSTALLATION, UPGRADE OR UPDATE PROCESS, YOU ACCEPT AND AGREE TO BE BOUND BY THIS CUSTOMER AGREEMENT, THE DOCUMENTATION, AND THE OTHER ITEMS REFERENCED HEREIN AND THEREIN (COLLECTIVELY, THE "AGREEMENT"), ALL OF WHICH ARE INCORPORATED INTO AND FORM PART OF THE AGREEMENT. YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND ALL OF THE PROVISIONS OF THE AGREEMENT.

ROAMBEE OFFERS DEVICES AND SERVICES ONLY SUBJECT TO THE AGREEMENT AND THEREFORE YOU MUST ACCEPT THE AGREEMENT BEFORE YOU CAN DOWNLOAD, COPY, INSTALL, UPGRADE, UPDATE, ORDER, RECEIVE OR OTHERWISE USE ROAMBEE OR ROAMBEE-SUPPLIED DEVICES OR SERVICES. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN ROAMBEE IS UNWILLING TO OFFER, LICENSE OR SELL THE ROAMBEE OR ROAMBEE-SUPPLIED DEVICES OR SERVICES TO YOU AND YOU MAY NOT DOWNLOAD, COPY, INSTALL, ORDER, RECEIVE OR USE THEM.

THE AGREEMENT IS BETWEEN THE ROAMBEE ENTITY THAT ACCEPTS THE ORDER FORM FOR THE APPLICABLE DEVICE OR SERVICE (“ROAMBEE,” “WE,” OR “US”) AND THE INDIVIDUAL OR LEGAL ENTITY DOWNLOADING, COPYING, INSTALLING, ORDERING, RECEIVING OR USING ROAMBEE OR ROAMBEE-SUPPLIED DEVICES OR SERVICES, OR THAT CLICKS THE "ACCEPT" BUTTON OR CHECK BOX DISPLAYED AS PART OF THE PROCUREMENT, COPY, INSTALLATION, UPGRADE OR UPDATE PROCESS (“CUSTOMER,” “YOU,” OR “YOUR”). YOU MAY ENTER THE AGREEMENT WITH MULTIPLE ROAMBEE ENTITIES WITH RESPECT TO DIFFERENT DEVICES AND SERVICE ORDER FORMS AND NO ROAMBEE ENTITY HAS THE RIGHT TO ENTER ANY CONTRACT ON BEHALF OF OR AS AGENT FOR ANY OTHER ROAMBEE ENTITY. IF YOU ARE ENTERING INTO THE AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, IN WHICH CASE THE TERMS “CUSTOMER,” “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY.

### Questions or Additional Information:

If you have questions regarding the Agreement or wish to obtain additional information, please send an e-mail to [legal@Roambee.com](mailto:legal@Roambee.com).

Last Updated: April 15, 2021

**1. RIGHT TO USE DEVICES AND ACCESS SERVICES.** The Devices and Services are the property of Roambee or its licensors, and are protected by law, including applicable copyright law. Although Roambee or its licensors continue to own the Devices and Services including any Devices provided or made available therewith, after Customer’s acceptance of the Agreement and subject to Customer’s strict compliance therewith, Customer is granted a nonexclusive and nontransferable right to use the Devices and Services solely during the applicable Subscription Term for which Customer has paid the required fees consistent with the Order Form. Roambee’s competitors are prohibited from directly or indirectly accessing or using the Services, except with Roambee’s prior written consent.

### 2. CHARGES AND PAYMENT.

**2.1. General Requirement.** Customer agrees to pay Roambee when due the applicable amounts in accordance with the Billing Policy set forth here: <https://www.roambee.com/billing-policy> (the “Billing Policy”). Customer agrees to be responsible for paying for all fees for the entire Term, regardless of whether such Devices or Services are actively used. All payment obligations are non-cancelable and all amounts paid are nonrefundable.

2.2. **Late Payments, Taxes, and Invoices.** Except to the extent prohibited by law, we may assess a late charge if you do not pay on time. You must pay these late charges when we bill you for them. The late charge will be the lesser of 1.5% of the unpaid amount each month or the maximum rate that is permitted by law. You must pay for all reasonable costs we incur to collect any past due amounts which costs may include reasonable attorneys' fees and other legal fees and costs. Roambee's fees are exclusive of all taxes, fees, levies, duties or similar charges arising out of or relating to the Agreement, and you shall be responsible for payment of all such taxes, fees, levies, duties or similar fees, excluding only taxes based solely on Roambee's income. **YOU MUST TELL US WITHIN NINETY (90) DAYS AFTER AN ERROR FIRST APPEARS ON YOUR INVOICE (WHETHER IN YOUR ONLINE BILLING STATEMENT OR IF SENT TO YOU). YOU RELEASE US FROM ALL LIABILITY AND CLAIMS OF LOSS RESULTING FROM ANY ERROR THAT YOU DO NOT REPORT TO US WITHIN (90) DAYS AFTER THE ERROR FIRST APPEARS ON YOUR INVOICE (WHETHER IN YOUR ONLINE BILLING STATEMENT OR IF SENT TO YOU).** If you do not tell us within this time, we will not be required to correct the error. We can correct billing errors at any time. In case of Service suspension, Subscription charges continue to accrue and are payable.

### 3. **TERM AND TERMINATION.**

3.1. **Term and Auto-Renewal.** The initial term for each Subscription shall be as set forth in the Order Form. Upon the expiration of the initial term, each Subscription will automatically renew for successive terms at the same rates. For all other Subscriptions, either party may terminate any such Subscription, effective only upon the expiration of the then current term, by notifying the other party in writing at least five (5) business days prior to the expiration date of the current term. With respect to each Devices or Service item, the current term shall be referred to as the "Term" herein. Customer shall be deemed to have terminated the Subscription related to any Device upon confirmed receipt with the third party mail service used by Roambee for the return of Devices.

3.2. **Termination.** In addition to the rights otherwise set forth in the Agreement and not in limitation thereof, Roambee may terminate the Agreement and the rights granted herein in whole or in part with respect to all Devices or Services purchased by Customer upon written notice to Customer in the event of a material breach by Customer of the Agreement or any of its obligations to any Roambee entity, provided that if the breach is curable, the termination shall be effective only if the breach is not cured within ten (10) days following the Customer's receipt of such written notice. Customer may terminate the Agreement with respect to the affected Devices or Service upon written notice to Roambee in the event of a material breach by Roambee of the Agreement with respect to such Devices or Service, provided that if the breach is curable, the termination shall be effective only if the breach is not cured within ten (10) days following the Roambee's receipt of such written notice.

3.3. **Effect of Termination.** In the event of termination, cancellation, or expiration: Customer's rights to the Devices or the Services shall immediately terminate; Customer shall return all Devices in the same condition in which they were received (reasonable wear and tear accepted) and pay Roambee for all amounts due through the effective date of termination, cancellation, expiration; all sections of the Agreement other than the license grant in Section 2 shall survive; and except where Customer terminates for Roambee's breach, Customer agrees to pay any future Installment or Subscription payments due for the entire Installment Schedule or Subscription Term, as applicable, as consideration for pricing accommodations and other consideration and as a fair approximation of damages and not as a penalty. Devices returned late shall incur additional charges in accordance with the Billing Policy.

4. **CONFIDENTIALITY.** Each party agrees to hold the other party's Confidential Information in confidence and not to use it for any purpose other than to provide or receive the Devices and Services under the Agreement as applicable. Each party agrees to use the same standard of care to protect Confidential Information as it uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Confidential Information may only be disclosed to those Affiliates, employees, contractors and advisors of the Roambee Entities or the Customer, as applicable, on a need-to-know basis and who agree to be bound by confidentiality restrictions; provided that nothing herein shall prevent or prohibit a party from using or disclosing Confidential Information as may be required by law, rule, regulation or legal process. Confidential Information remains at all times the property of the disclosing party. Unless otherwise explicitly set forth herein, no licenses or rights under any patent, copyright, trademark, or trade secret are granted or are to be implied with respect to Confidential Information.

## 5. PRIVACY & SECURITY; CUSTOMER DATA; SERVICE SUSPENSION.

- 5.1. **Privacy Statement.** The Roambee Privacy Statement can be accessed at the Website via <https://www.roambee.com/privacy-policy> ("Privacy Statement"). Roambee complies with all international data and privacy laws and Customer agrees that Customer Data may be stored, transferred and processed outside of Customer's country.
- 5.2. **Customer Data.** You retain all right, title, and interest in and to the Customer Data. You hereby grant to Roambee a nonexclusive, worldwide, royalty-free, fully-paid, transferable license to host, cache, record, copy, and display Customer Data solely for the purpose of providing the Devices or Services.
- 5.3. **Map Data Disclaimer.** The Map Data may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results. This Map Data is provided to Customer "as is," and Customer agrees to use it at its own risk.
- 5.4. **Communication & Network.** Roambee shall not be liable for interruptions in, or interference with, Third Party telecommunications carriers' cellular, satellite, terrestrial, or other transmissions over which it has no control, including, but not limited to, transmission limitations errors caused by network congestions, weather, atmospheric conditions (such as space debris, solar flares, and other atmospheric anomalies or disturbances), magnetic interference, terrain, structures, localized 'gaps' in telecommunications network coverage, civil disturbances, Force Majeure Events, or other natural or manmade conditions over which Roambee has no control. Roambee is not responsible and will have no liability for issues related to the condition of Customer's computers, equipment, communications networks, the World Wide Web, or other public networks.
- 5.5. **Responsibility for Use of Devices and Services.** You are responsible for any networks or equipment used by you, maintenance of the secrecy and security of your passwords and acknowledge you are fully responsible for all activities that occur on your accounts including any loss or theft of Customer Data. You further agree not to use the Devices or Services for or in connection with any illegal or improper purpose, activities or in violation of this Agreement or in violation of any third-party rights. Customer agrees to properly clean and maintain all Devices. The Devices and Services require Updates to run properly; these Updates may occur automatically and without notice and may cause disruption in Services. You are responsible to inspect unit and accessories upon arrival; if items are missing or unit is defective you must contact Roambee immediately. As set forth in the Billing Policy, you agree to pay additional charges for any Device that is lost, damaged, stolen or not returned based on your fault, accident or otherwise; provided that purchase Device Protection on an all or nothing basis for all Customer Devices as set forth in the Billing Policy covering accidental loss.
6. **Downtime and Service Suspensions.** We shall be entitled, to suspend access to any portion or all of the Services: (a) for scheduled downtime to permit us to conduct maintenance or make modifications to any Service; (b) in the event of a denial of service attack or other attack on the Service or other event that we determine, in our sole discretion, may create a risk to the applicable Service, to you or to any of our other customers if the Service were not suspended; (c) in the event that we determine that any Service is prohibited by law or we otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons; (d) if you engage in any conduct or activities that is in excess of average customer usage parameters including but not limited to your bandwidth, CPU or disk space usage and such usage by you is or may adversely affect the performance or availability of the Services, Roambee's infrastructure or resources, or Roambee's other customers; or (e) if you engage in any conduct or activities that Roambee in good faith believes to be in violation of any of the terms and conditions in the Agreement.
7. **Submissions.** You may submit questions or comments to Roambee from time to time. Roambee reserves the right to edit and post such questions or comments along with answers, if any. All such communications and any comments, feedback, suggestions, scripts, Devices, ideas, and other submissions related to the Devices and/or Services submitted to Roambee (collectively, "Submissions") will be and remain Roambee's property, and all worldwide right, title, and interest in all copyrights and other intellectual property in all Submissions are hereby assigned (and in the future deemed to be assigned) by you to Roambee.

8. **RESTRICTIONS.** Customer agrees to the following:

8.1. **Proprietary Rights.** You acknowledge that: (a) Roambee is the exclusive owner of all trade names, trademarks, service marks, inventions, copyrights, trade secrets, patents, know-how and other proprietary rights relating to the Devices and Services; and (b) Roambee may automatically track and monitor Devices, users and the Services to collect Roambee Information, and Roambee is the exclusive owner of the Roambee Information and may sell, publish or otherwise use the Roambee Information for any purpose at its sole discretion. You acknowledge that the Devices and Services contain trade secrets of Roambee or its suppliers or licensors. You agree not to disclose, provide, or otherwise make available trade secrets contained within the Devices and Services in any form to any third party and you further agree to implement reasonable security measures to protect such trade secrets. You agree not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of the Devices or Services. Unless expressly set forth in the Agreement, you may not use, copy, modify, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, deliver, or otherwise transfer, directly or indirectly, the Devices (in whole or in part) or any rights in the Services. You may not remove from the Devices or Services, or alter or add, any Marks or copyright notices or other proprietary rights markings. **IF YOU ARE NOT AN EMPLOYEE, INDEPENDENT CONTRACTOR, OR INVITEE OF A CUSTOMER, YOU ARE NOT AUTHORIZED TO INSTALL OR OTHERWISE USE THE DEVICES OR SERVICES.**

9. **LIMITED WARRANTY; DISCLAIMER OF WARRANTIES; INTERNET DELAYS.**

9.1. **Limited Warranty.** Roambee warrants that the Devices when shipped or transmitted to you will operate substantially in accordance with the Documentation upon delivery to Customer. Customer's sole and exclusive remedy and the entire liability of Roambee under this limited warranty will be at Roambee's option, repair, replacement, or refund of the purchase price of the Devices (or if the Devices provides the functionality intended by Roambee and the error is in the Documentation, Roambee will correct the Documentation), in each case subject to the condition that any error or defect constituting a breach of this limited warranty is reported to Roambee. This warranty does not apply if the Devices, or any other equipment upon which the Devices is authorized to be used: (a) has been altered, except by Roambee or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Roambee, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (d) is licensed for beta, evaluation, testing or demonstration purposes; or (e) any Devices for which Roambee does not receive a license fee or are Trial Devices or Services. Customer will request for a Device replacement and follow the Roambee's Return Authorization (RMA) policy statement which can be accessed at the Website via <https://www.roambee.com/device-policy> ("Device Warranty and Replacement").

9.2. **Disclaimer Of Warranties.** EXCEPT AS SET FORTH IN THE PRECEDING SECTION, ALL DEVICES AND SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY. EACH OF THE ROAMBEE ENTITIES HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OF ACCURACY, OF SYSTEM INTEGRATION OR COMPATIBILITY, OF WORKMANLIKE EFFORT, OR OF NON-NEGLIGENT PERFORMANCE. THE FOREGOING DISCLAIMERS INCLUDE, WITHOUT LIMITATION, ANY WARRANTY, DUTY, OR CONDITION THAT: THE DEVICES OR SERVICES WILL BE UNINTERRUPTED, RELIABLE, AVAILABLE AT ANY PARTICULAR TIME, SECURE, ERROR-FREE, VIRUS-FREE, OR CORRESPOND TO ANY CONDITION; THAT MESSAGES OR REQUESTS WILL BE DELIVERED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE DEVICES OR SERVICES, ANY CONTENT, SYSTEMS, SERVERS, AND INFORMATION THAT IS IN OR UTILIZED BY THE DEVICES AND/OR SERVICES WILL BE FREE OF HARMFUL ASPECTS. ALSO, THERE IS NO WARRANTY OF TITLE OR AGAINST INTERFERENCE WITH ANYONE'S ENJOYMENT OF THE DEVICES OR SERVICES OR AGAINST INFRINGEMENT.

9.3. **Networks and Fault Tolerance.** SERVICES MAY BE SUBJECT TO LIMITATIONS, SECURITY RISKS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, NETWORKS AND ELECTRONIC COMMUNICATIONS. ROAMBEE ENTITIES ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, SECURITY BREACHES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. THE DEVICES AND SERVICES CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE DEVICES OR

SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

#### 10. EXCLUSION OF DAMAGES; LIMITATION ON LIABILITY.

10.1. **Exclusion Of Certain Damages.** YOU AGREE THAT THE FOLLOWING DAMAGES ARE EXCLUDED AND THAT YOU WILL NOT BE ENTITLED TO ANY OF THEM: ALL SPECIAL, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES; DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, OR FOR NEGLIGENCE OR NEGLIGENT MISREPRESENTATION; AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER OTHER THAN “DIRECT DAMAGES” AS DESCRIBED BELOW. THE FOREGOING DAMAGES WILL BE EXCLUDED EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT OR PRODUCT LIABILITY, AND/OR BREACH OF CONTRACT OF ROAMBEE OR ANY OF THE OTHER ROAMBEE ENTITIES, AND EVEN IF ROAMBEE OR ANY OF THE ROAMBEE ENTITIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THESE EXCLUSIONS AND THE BELOW LIMITATION ON LIABILITY WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.2. **Limitation On Liability.** EXCEPT FOR DAMAGES THAT ARE REQUIRED BY LAW TO BE PAID AND CANNOT BE LIMITED BY CONTRACT, YOU AGREE THAT ALL DAMAGES ARE EXCLUDED EXCEPT FOR THE DIRECT DAMAGES THAT ARE ACTUALLY INCURRED BY YOU UP TO THE AMOUNT PAID FOR THE APPLICABLE DEVICES AND SERVICES DURING THE SERVICES TERM IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM REGARDLESS OF THE FORM OF ACTION OR CLAIM (E.G., CONTRACT, WARRANTY, TORT, STRICT LIABILITY, NEGLIGENCE, FRAUD, OR OTHER LEGAL THEORY).

10.3. Customer agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether Customer has accepted the Devices or Services. Customer acknowledges and agrees that Roambee has set its prices and entered into the Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties. The limitations and exclusions provided for by this section reflect an informed and voluntary allocation of risks between the parties and applies to risks both known and unknown that may exist in connection with the Agreement.

#### 11. THIRD PARTY CLAIMS.

11.1. **Roambee’s Obligations Re Third-Party Infringement Claims.** Roambee will defend, at Roambee’s expense, any lawsuit brought against you in any court located within the United States, insofar (but only insofar) as the suit is based on a claim that the Devices or Services, as provided by Roambee to you, directly infringes any third party patent or copyright, provided that: (A) Roambee is notified in writing of the lawsuit within thirty (30) days after you obtain actual knowledge of it, (B) Roambee is given full control over the defense of such claims, and (C) you give Roambee reasonable assistance and cooperation in its defense of the claim. If your use of the Devices and Services is determined in a final, enforceable judgment to infringe a third-party patent or copyright, Roambee, at its own expense, shall either (1) procure for you the right to continue using the Devices and Services, or (2) modify the Devices and Services so that they become non-infringing while giving acceptable performance, or (3) in the event that neither of the foregoing options (1) and (2) are reasonably available to Roambee, terminate the Agreement with respect to the Subscription(s) for the infringing Devices and Services without compensation or other liability other than refunding amounts prepaid, if any, by Customer for a terminated Subscription for time period after the termination. Notwithstanding anything to the contrary in the Agreement, Roambee will have no obligation to you on account of any third-party claim of infringement that results from (V) any use by you of the Devices in violation of the Agreement, (W) any damage to, or misapplication or misuse of the Devices by you; (X) your combination of all or any portion of the Devices with Devices not supplied by Roambee; or (Y) your use of any superseded, altered, or allegedly infringing version or release of all or any portion of the Devices if such alleged infringement could be avoided by the use of a different version or Upgrade made available to you by Roambee; or (Z) any information, design, specification, instruction, Devices, data, or material not furnished by Roambee. You agree to defend, indemnify and hold harmless the Roambee Entities against any claims of infringement by third parties resulting from any of the circumstances listed in the immediately preceding sentence. The foregoing



states Roambee's entire responsibility with respect to intellectual property claims and Customers sole and exclusive remedy.

## 12. MISCELLANEOUS.

12.1. **Roambee** agrees to provide Customer free of charge support in accordance with the Roambee Support Policy which can be accessed at: <https://www.roambee.com/support-policy> ("Support Policy").

12.2. **Publicity.** Customer agrees to the use of their name, logo, in Roambee marketing material including the issuance of any press release or public announcement regarding this agreement. You can opt-out of this use by sending an email to [marketing@roambee.com](mailto:marketing@roambee.com)

12.3. **Assignment.** No party may assign the Agreement, or any rights or obligations hereunder, whether by contract, operation of law, or otherwise without the express written consent of the other party to the Agreement, except: (A) in the case of Roambee, Roambee may assign the Agreement without your prior consent to: (1) one or more of the Roambee Entities, (2) an acquirer of assets, or (3) a successor by merger. Any purported assignment in violation of this section shall be void.

12.4. **Choice of Law.** The Agreement shall be governed by the laws of the jurisdiction of the Roambee Entity that accepts the Order Form and any disputes, actions, claims or causes of action arising out of or in connection with the Agreement or the Devices or Services shall be subject to the exclusive jurisdiction of the courts located in the city or county (or similar municipal scope of jurisdiction) where the Roambee Entity that accepts you Order Form is located. If either party commences litigation in connection with the Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and other expenses.

12.5. **Waiver and Severability.** The failure of either party to insist in any instance upon any payment or performance when due by the other party, shall not relieve such other party of its any of obligations with respect to such performance, or constitute a waiver of such party's right to insist upon the full and timely performance in the future of any of the other party's obligations under the Agreement. If any of the provisions of the Agreement shall be held by a court of competent jurisdiction for any reason to be unenforceable by reason of being excessively broad, or excessively narrow or limited, in its scope or duration, the offending provision(s) automatically shall be deemed amended so as to be as broad as is permissible (if the unenforceability is due to excessive breadth) or as narrow or limited (if the unenforceability is due to excessive narrowness or limitation) as is permitted by applicable law. The unenforceability or invalidity of any one provision shall not affect the remainder of the Agreement, which shall continue in full force and effect.

12.6. **Compliance With Law.** You shall abide by all applicable local, state, national and foreign laws, rules, treaties and regulations in connection with your use of the Devices and Service, including those related to data privacy, international communications and the transmission of technical or personal data.

12.7. **Force Majeure.** Roambee's performance of the Agreement (including the Privacy Statement) is subject to existing laws and legal process, and you agree that Roambee may comply with law enforcement or regulatory requests or requirements notwithstanding any contrary term of the Agreement. Each party's obligation to perform its obligations hereunder (other than your obligation to pay fees when due) shall be suspended during any period that the party is rendered incapable of performing by virtue of any criminal acts of third parties, war, viruses, acts of public enemies, severe weather conditions, utility failures, strikes or other labor disturbances, fires, floods, other natural disasters, other acts of God, unforeseeable acts of employees, telecommunication or interruption of Internet service, or any causes of like or different kind beyond any reasonable control of the party.

12.8. **Entire Agreement.** The Agreement constitutes the entire agreement between Roambee and you with respect to the Devices and Services and supersedes all other (prior or contemporaneous) communications and proposals, whether electronic, oral, or non-electronic, between Roambee and you regarding them. You agree that any terms or conditions contained in any document, including but not limited to a purchase order, acknowledgement, email, or other document that you may now or later provide to Roambee, will have no effect and that the Agreement is the only contract between Roambee and you regarding the Devices and Services and may only be amended as set forth herein.

12.9. **Amendments.** Roambee may, at any time, amend the provisions of the Agreement, and you may accept the amended provisions in the manner indicated in the amendment notice as communicated by Roambee. Any amendment proposed by you may only be accepted by Roambee in a non-electronic writing manually signed by authorized representatives of the parties. Therefore, you agree to periodically visit the Website to examine the then-current Agreement.

13. **DEFINITIONS:** All capitalized terms defined in the Agreement have the meanings as defined herein. In addition, as used in the Agreement the following terms shall be defined as set forth below:

13.1. "Affiliates" means any legal entity that a party owns, which owns the party, or which is under common ownership with the party. "Ownership" means, for the purposes of this definition, more than 50% ownership.

13.2. "Confidential Information" means the proprietary and non-public: technical, financial, marketing, staffing and business information; business strategies, marketing plans, industry and competitive information; technology and pricing information; employee and personal information; and the trade secrets of the Roambee Entities on the one hand or the Customer and its third party clients on the other hand. Confidential Information does not include information that: (a) was or becomes publicly available or in a party's possession without breach of the Agreement; (b) is developed by a party independently of and without reference to the other's Confidential Information; or (c) is rightfully obtained by a party from third parties authorized to make such disclosure.

13.3. "Customer Data" means all Customer data, information and materials that are uploaded by or for you or that is accessed by Roambee in connection with your use or Roambee's provision of the Devices or Services including without limitation personal information, photographs, caricatures, illustrations, designs, icons, articles, audio clips, trademarks, logos, and video clips but does not include Submissions or Roambee Information.

13.4. "Devices" means Roambee or Roambee-distributed hardware devices.

13.5. "Documentation" means written information (whether contained in catalogs, maintenance policies, user or technical manuals, training materials, Support Policy, service descriptions, specifications, copyright attributions or otherwise) pertaining to the Devices or Services and made available by Roambee with the Devices or Services in any manner (including via email, on the Website or other on-line format) as updated or amended by Roambee from time to time and includes Roambee's Privacy Statement and the Customer Agreement and Order Form(s) and SOW(s).

13.6. "Map Data" means in geolocation information or data or other similar information provided by or through Roambee or the Services.

13.7. "Order Form" means the Roambee form evidencing the Customer order, and which may specify, among other things, the number of Devices or Service licenses and other services purchased, the applicable fees, the billing period, the Installment Schedule, Term and other items, each such Order Form to be incorporated into and to become a part of the Agreement; and depending on the Devices or Services ordered, the Order Form may be completed online, may be the Roambee invoice or billing statement, or may be an SOW.

13.8. "Roambee Entities" means Roambee and any licensors and suppliers providing any part of the Devices or Services; and all subsidiaries, Affiliates, officers, employees, consultants, and agents of any of the foregoing.

13.9. "Roambee Information" means any non-personally identifying information relating to or arising from the capabilities, problems, successes, statistics, diagnostics, inventory, composition, configuration, performance (or lack thereof) of: (a) the Devices or Services or (b) any machines or hardware comprising, or used in connection with or otherwise related to any of the foregoing.

13.10. "Service(s)" means the Roambee services set forth in the applicable Documentation and also includes such Documentation.

13.11. "SOW(s)" means a statement of work, work order, or other similar document executed by Roambee and Customer which sets forth Services to be performed by Roambee.

13.12. "Subscription" means, subject to the terms and conditions of the Agreement, the Customer has the right to access and use the applicable Services only for the Term as set forth in the Order Form.

13.13. "Territory" means the geographic region where Devices and Services may be deployed and used for which Customer has paid the applicable fees and unless otherwise agreed to by Roambee in writing is the country where Customer is invoiced for the applicable Devices or Service.

13.14. "Updates" mean bug fixes, quick fix engineering updates, or other minor modifications to the Devices which are not deemed by Roambee in its sole discretion to be an Upgrade.

13.15. "Upgrades" mean any modifications to the Devices or Services which are not Updates as determined in Roambee's sole discretion such as those providing enhanced functionality or performance, or that otherwise improve or add to, delete or otherwise modify any aspect of the Devices.

13.16. "Website" means <http://www.Roambee.com> and related Roambee micro-site(s), or regional or in country websites applicable to Customer or the applicable Devices or Services.

13.17. "Professional Services" means the consulting services provided to you by us, which may include training services, installation, integration or other consulting services.



## EXHIBIT A – BILLING TERMS & CONDITIONS

Last Updated: 25 June 2021

### 1. General Billing Terms

- 1.1. Roambee charges and collects in advance for use of the Devices & Services as per the Order Form signed by Customer. Our Order Form includes your Devices & Services tier, for example, number of shipments, number of trips, number of assets, number of location and other terms. Roambee may introduce access to new services that you can add for an additional charge.
- 1.2. Any charges you incur in excess of the Devices & Services tier will be added to the next invoice.

2. **Proof of Value (POV).** If you register for a POV, we will make the applicable Subscription service available to you on a trial basis as per the Order Form until the earlier of (a) the end of the POV period (if not terminated earlier) or (b) the start date of your paid Subscription. Unless you purchase a Subscription to the applicable Subscription service before the end of the POV, all of your data in the Subscription service may be permanently deleted at the end of POV, and we will not recover it. If we include additional terms and conditions on the POV order form, those will apply as well.

3. **Late Devices** – You are responsible for returning all Devices to Roambee on time as defined in the Order Form (except when you have purchased Devices from Roambee). For any late devices Roambee will charge the Customer the same usage or service fees as defined in the order form. Late fees will stop accruing as soon as late devices are received by a Roambee operations center.

4. **Lost Devices** – You are responsible for all damages or loss of the Devices from the time you take possession of the Devices (except when you have purchased Devices from Roambee). Unless the Customer has purchased a Device Protection Service, if a Customer loses the Devices, Roambee will charge the Customer “lost devices fees” as per the Order Form and deliver replacement Devices. Lost Devices means:

- 4.1. Devices is not returned to Roambee within 30 days from expiry or the Agreement is terminated OR
- 4.2. Devices is in your account have drained (0%) battery or it has not transmitted even once in the past 30 days. OR
- 4.3. If your subscription includes a Device pickup service, Roambee has made at least one attempt to pick up the Devices from your location and the pickup has not occurred.

5. **Faulty Devices:** A “Faulty Device” means

- 5.1. A Device is physically damaged upon receipt of the Customer.
- 5.2. A Device does not have the necessary certifications for operating or its certification has expired.
- 5.3. A Device with sensors does not record and display sensor readings, and/or
- 5.4. Unknown issues cause the Devices to reset (turn off and turn on) automatically.
- 5.5. A Device that does not charge or turn on.
- 5.6. A Device whose firmware cannot be upgraded.
- 5.7. A Device that is designed to store data and provides the ability to retrieve store data and is unable to perform these operations.

6. **Variability of Battery Life:** Certain Devices are battery powered by a rechargeable or removable battery. Roambee routinely provides operational guidance as to how long the batteries will last or how long the device will operate ("Battery Life") via its marketing materials, product user manuals, and other documents. This 'Battery Life' estimate is only an estimate and not a guarantee. Actual battery life may vary based on a variety of factors. Many factors may cause the battery life to be less than the guidance provided. Examples may include: if a device does not have a view of the sky (e.g., it is located within a metal enclosure) and if the device is operating outside of the rated temperature band both of which will reduce the battery life. Devices with reduced Battery Life is not a Faulty Device.
  
7. **Service Start Date:** The Service Start Date is as set forth in the Order Form or, if not addressed, shall be determined by the date that Devices is delivered to Customer. If Roambee did not provide Devices to Customer, the Service Start Date for each asset shall be the date that each asset is made capable of being activated on the Roambee system by Roambee.
  
8. **Device Protection Service.** The Customer desires to purchase Device Protection from Roambee and Roambee desires to sell Device Protection to Customer. Accordingly, the parties agree to the following Device Protection terms (the "DP"):
  - 8.1. In case of any lost, damaged or stolen Devices during the term for which Customer has paid the DP fees, Roambee will promptly provide Customer a replacement Device free of charge.
  - 8.2. The fee for the DP is in the Order Form.
  - 8.3. Customer must pay the DP fee on all Devices ordered by Customer or its Affiliates for the entire Term of all Subscriptions on all Orders. No ad hoc or ala carte DP coverage is allowed.
  - 8.4. Customer must be current on all fees due Roambee and its Affiliates at the time of the loss, damage or theft.
  - 8.5. The DP is not applicable where the loss, damage or theft is caused by the intentional acts, gross negligence, or violation of law, rule or regulation by Customer or those operating or using the devices at Customer's knowledge or direction.
  - 8.6. Roambee may change the DP pricing by written notice to Customer effective at the renewal of each Subscription Term on a Subscription Term by Subscription Term basis.
  
9. **Proration of Subscription**
  - 9.1. In the event that (i) the delivery date shall be a date other than the first day of a calendar month, (ii) this Agreement shall be terminated on a date other than the last day of a calendar month and it is determined that such Termination shall have occurred in a manner not affecting Roambee's right to payments hereunder, the Subscription fees due to Roambee in such month shall be pro-rated.
  - 9.2. Subscription will be prorated for Faulty Devices returned and not replaced from the Customer during the month. If Roambee is unable to supply the Devices as per the Order Form for any monthly period, the Subscription fees shall be calculated and payable on a pro rata basis for the portion of the month for which it has less than the quantity in the Order Form.

10. **Upgrades & Additional Orders** – The Order Form will be updated to include the Additional Devices & Services ordered during the Term or upgrades to the next Subscription tier. Any additional Devices or Services over and above the quantity in the Order Form will be billed for the remainder of the Term.

## **PRODUCT SPECIFIC TERMS**

### **11. Shipment Self Service Package & Asset Self Service Package Subscription Billing Terms**

Customer signs up for Subscription of fixed quantity of Devices. Roambee supplies Devices & Services as the per the quantity on the Order Form and bills Customer a Subscription on the number of Devices delivered to the Customer.

#### **11.1. Billing Schedule**

- 11.1.1. Roambee will starting billing on the Service Start Date followed by bills on the 1<sup>st</sup> of each month regardless of whether the Customer has used the Devices. Invoices are payable as per Terms on the Order Form.
- 11.1.2. Roambee will deliver the Devices as per the delivery schedule in the Order Form.
- 11.2. **Credit Note:** Roambee will issue a credit note for the number of days each Device was faulty and not replaced. Credits are applicable only toward future Subscription for use of the Service and are not convertible into cash or any type of refund. The Customer in receipt of the credit note shall be entitled to apply the amount specified in it against any amount payable by it under this Agreement or any future invoice or statement of amounts payable it may receive under this Agreement.
- 11.3. **Shipping Costs:** Roambee will charge Customer for Shipping Devices from Roambee's nearest service center using 3-day delivery service. Customer will pay for shipping the Devices back to Roambee at the end of the Term.

### **12. Shipment Managed Services Package Billing Terms**

Customer signs up for Subscription to track a fixed volume of shipments using Roambee Devices. Roambee supplies Devices & Services as the per the quantity on the Order Form and bills Customers fixed Subscription regardless of the number of shipments tracked by the Customer.

#### **12.1. Billing Schedule**

- 12.1.1. "Shipment" is defined a single traceable unit. In other words, if a shipment is one container and a user have affixed 4 bees (Multiple bees) then it will be counted at 4 shipments.
- 12.1.2. "Number of Monthly Shipments" means the total number of shipments created in Roambee system and tracked with Roambee Device(s) plus the shipments that the Customer did not create but used the Roambee Device(s) to track them.
- 12.1.3. "Lane" means the Device enabled Shipment moving from Customer's origin location to Customer's destination location as defined by the Customer.
- 12.1.4. Roambee will starting billing on the Service Start Date followed by bills on the Roambee bills on the 1st of each month for the Subscription as per the Order Form.
- 12.2. **Credit Note:** Roambee will issue a credit note for the number of shipments the Device was faulty and not replaced. Credits are applicable only toward future Subscription for

use of the Service and are not convertible into cash or any type of refund. The Customer in receipt of the credit note shall be entitled to apply the amount specified in it against any amount payable by it under this Agreement or any future invoice or statement of amounts payable it may receive under this Agreement.

- 12.3. **Shipping Costs:** Shipping costs of Devices to Customer's location via 3-day delivery service is included in the Subscription. Customer will pay for any expedited delivery service if requested. Pick up and return shipping costs of Devices is also included in the Subscription.
- 12.4. **Extra Shipments:** At the end of each month, any extra shipments created over and above the specified quantity as per the Order Form will be billed as per the Subscription for extra shipments in the order form.

### 13. Swarm AI Package Billing Terms

Customer signs up for Subscription of Roambee's analytics product Swarm AI. Swarm AI uses Customer's past shipment, asset, trip ("Data") to offer insights and foresights. Customers pay a monthly Subscription for analytics based on the number of shipments, assets, trips, and other data used.

#### 13.1. Billing Schedule

- 13.1.1. "Maximum Data" means the maximum number of Shipments, assets, trips you are permitted to use for Swarm AI analytics with the Subscription Service as identified in your Order Form, plus any added as part of an upgrade.
- 13.1.2. "Non-Swarm AI Data" means Data that are not designated for Swarm AI analytics. You cannot use this Data to perform analytics.
- 13.1.3. "Swarm AI Data" means Data that used for Swarm AI analytics.
- 13.1.4. Roambee will starting billing on the Service Start Date followed by bills on the Roambee bills on the 1st of each month for the Subscription as per the Order Form.
- 13.1.5. The Subscription fee for Swarm AI will remain fixed during the Subscription Term unless you:
- exceed your Maximum Data or other applicable limits set out in the Documentation,
  - upgrade products or base packages,
  - subscribe to additional features or products, including additional Data, or
  - unless otherwise agreed to in the Order.

#### 13.2. Subscription Adjustments

For Swarm AI Products, once increased, your Subscription fee will not decrease, even if there is a subsequent reduction in the number of Swarm AI Data. Your Subscription fee will not increase if you add Data which are not designated as Swarm AI Data by you in your account. You can only downgrade your Swarm AI Data tier at your next renewal date upon signature of a new Order.

### 14. Premier Customer Experience Package Terms

Roambee's Customer Experience packages are well-known for their outstanding ability to help businesses maximize the value of their digital real time visibility of goods and assets.

Customer Experience packages are centered around a team focusing on achieving maximum ROI for our Customers by focusing on the key activities and deliverables detailed in the marketing materials. The materials and Documentation describe the capabilities and services included in Roambee's Customer Experience packages for supported products and services only. Roambee may modify the deliverables and services at its discretion.

#### **15. BeeCentral Package Terms**

When disruption shocks a Customer's supply chain, they have to address thousands of interconnected dependencies. Every minute counts, and the Roambee BeeCentral service is a rapid response service which equips Customers to respond accurately and at speed to adapt to critical disruptions. BeeCentral is only offered to Customers who have subscribed for Shipment Monitoring Managed Services package and included in its pricing.

## EXHIBIT B – REPLACEMENT POLICY FOR ROAMBEE DEVICES & BATTERIES

Last Updated: 25 June 2021

Roambee stands behind its products. All Devices come with a one-year warranty, unless otherwise specified on the relevant Roambee Documentation. Please refer to Device datasheet for specific operating specifications. The following terms apply to all warranty claims:

1. **“Warranty Period Start Date”** means either (a) the date of original retail purchase (**“Retail Purchase Date”**) for Customers purchasing from a Roambee certified partner or (b) the date of dispatch from Roambee to Customer for Customers acquiring Devices directly from Roambee. In the event that Customer receives the Device as part of a trial, the Warranty Period Start Date will be the date of dispatch for the Trial.
2. **Device Warranty:** Regardless of the term of Subscription set forth in the Order Form, within twelve (12) months from Warranty Period Start Date, all Devices found to be defective in materials or workmanship or not performing as per specifications will be replaced free of charge (**“Device Warranty”**). The Device Warranty does not cover batteries which are covered in the following section.
3. **Battery Warranty:** Certain Devices are battery powered by a rechargeable or removable battery. Roambee routinely provides operational guidance as to how long the batteries are expected to last or how long the device is expected to operate with the included battery (**“Battery Life”**) via its marketing materials, product user manuals, and other documents. This ‘Battery Life’ estimate is only an estimate and not a guarantee. Actual battery life may vary based on a variety of factors. Many factors may cause the battery life to be less than the guidance provided. Examples may include: if a device does not have a view of the sky (e.g., it is located within a metal enclosure) and if the device is operating outside of the rated temperature band, both of which will reduce the battery life. A device with reduced Battery Life is not a Faulty Device.

Batteries in Roambee Devices are covered under warranty for at least the total number of transmissions (Refer to Device specifications for battery life information) based on standard operating conditions. The expected number of years the battery will last is based on the number of times the Device transmits in a single day. For example, if the device battery will last for 1,200 data transmissions, then at 1 data transmission a day, the battery will last for 40 months or at 2 transmits a day, it will last for 20 months.

During the term of the Subscription, if the defect is not covered by the Device Warranty because the defect was caused by excessive battery depletion and the total number of transmissions was less than the specified Device transmission limit operating in standard condition, the Device will be replaced free of charge only. The Battery Warranty will only apply to the extent that Customer is paying its recurring Subscription fees which include the Device. In the event that Customer stops paying its recurring Subscription service fees, this Battery Warranty will terminate with respect to any Device on Customer’s account.

4. **Return of Devices.** To obtain warranty or maintenance service, the Customer must contact Roambee at [support@roambee.com](mailto:support@roambee.com). Roambee may instruct the Customer to
  - 4.1. Obtain a Returned Materials Authorization (**“RMA”**).



- 4.2. Adequately package the Device(s) in Roambee's box. Roambee can provide shipping boxes or recommend the box size for packing.
  - 4.3. Ship the Devices to the address provided by Roambee; and
  - 4.4. Mark the RMA number prominently on the outside of the carton.
  - 4.5. Roambee will send a prepaid label for 3-day delivery from your location to Roambee's service location. Customer will pay for shipping if delivery needs to be expedited.
  - 4.6. The Customer shall return the Device(s) to Roambee freight prepaid and shall be responsible for any damage or loss incurred as a result of shipping the Device to Roambee.
- Products received without an RMA number will be returned freight collect. Roambee will return the repaired or replacement Device(s), as the case may be, prepaid 3-day delivery. To the extent Roambee determines, in its sole discretion, that any Device is not covered by the limited warranty set forth herein, Roambee may charge for the repair services at Roambee's then current repair rates, and for the costs of shipping the Device back.
5. **Replacement:** We will ship replacement Devices within seven (7) business days of receiving the defective Devices by 3-day delivery service.
  6. **Roambee Managed Device Inventory Service:** Roambee offers an optional service to its Customers whereby Roambee takes full responsibility to manage Device inventory for Customer expansion, monitor Device performance and plan for replacements, upgrade firmware and provision them for use. Please contact Roambee's sales executive for more details.
  7. **What is not covered?**
    - 7.1. Damage to or malfunction of the Devices from non-standard device settings, accident, misuse, abuse, fire, flood, lightning or other acts of God, riot, or vandalism.
    - 7.2. Devices that are not in use and merely discharged.
    - 7.3. Roambee default configuration settings (such as transmission frequency) on the Devices are changed without Roambee's written pre-approval.
    - 7.4. Devices are not stored in standard operating temperature as per Device datasheet.
    - 7.5. If Customer returns any Device in a defaced manner, for example, with writing on the Device or with the serial number removed or scratched off, unless otherwise approved by Roambee, Roambee may charge Customer the restoration fees of \$20 per Device.
    - 7.6. If Roambee has provided an upgraded version of the Device firmware and Customer has not upgraded Devices to the latest firmware.
    - 7.7. Device accessories such as cables, power chargers and other consumables.
    - 7.8. The Warranty does not cover Internet connectivity with the Device, interruptions in electric power, consumable parts or cellular infrastructure and service.

## EXHIBIT C – STANDARD TECHNICAL SUPPORT POLICY

Last Updated: 25 June 2021

The Roambee Support team is dedicated to providing knowledgeable and timely responses to your support requests. Unless otherwise stated, these Technical Support Policies apply to technical support for all Roambee Devices and Services. All standard support inquiries are to be initiated via [support@roambee.com](mailto:support@roambee.com) or via [support.roambee.com](https://support.roambee.com).

### PRIORITY LEVELS & RESPONSE TIMES

The Roambee Support team understands that you require a timely response to your requests. The following section shows the different issue priority levels, their descriptions, and the guaranteed response time. Roambee shall provide the following Level 1-3 support to customer between Monday and Friday (excluding holidays) during the hours of 9 am to 6 pm local time via email (working hours). For the sake of clarity, “local time” means Customer’s service address as per the Order Form.

#### 1. Level 1 Support

“Level 1 Support” means all initial and direct contact, and follow-up contact as appropriate, regarding Customer’s inquiries for technical support, maintenance and error correction for the Service, with limitation to information gathering, problem isolation and distribution of workarounds and fixes.

#### 2. Level 2 Support

“Level 2 Support” means all initial and direct contact and follow-up contact as appropriate regarding customer’s calls or inquiries for technical support, maintenance and error correction for the Service, with limitation to information gathering, problem isolation and distribution of workarounds and fixes. Level 2 will address the following severity levels.

**Severity Level 1** - Roambee failure leading to Service shutdown or inability to recover.

- 2.1. Response time will be 1 hour counting from entry of the ticket 24/7. For tickets submitted outside of the local working hours, the response will be the next business day.
- 2.2. Roambee targets resolution or work around of severity level 1 errors on an average of 8 hours.

**Severity Level 2** - Service is functioning with limited capability or Service is unstable with periodic interruptions or in case of very slow performance of service (e.g. interruption of browser sessions)

- 2.3. Response time will be 8 hours counting from entry of the ticket 24/7. For tickets submitted outside of the local working hours, the response will be the next business day.
- 2.4. Roambee targets resolution or work around of severity level 2 errors on an average of 24 hours resolution.

**Severity Level 3** – Functionality of dashboard is interrupted (e.g. alerts, password resets or in case of slow performance of service)

- 2.5. Response time will be 24 hours counting from entry of the ticket 24/7. For tickets submitted outside of the local working hours, the response will be the next business day.
- 2.6. Roambee targets to provide a temporary resolution in 3 days and a permanent resolution in 14 days.

### 3. Level 3 Support

“Level 3 Support” means providing corrective updates for the Service and follow up with Customer, as appropriate, between the days of Monday-Friday (excluding holidays) during the hours of 9 am to 6 pm local time via email. For the sake of clarity, “local time” means Customer’s Service Address. Level 3 support will address the following severity levels:

#### **Severity Level 3**

- 3.1. Errors not impacting Service.
- 3.2. Slow performance of Service.
- 3.3. Service enhancement requests.

Roambee will plan in a resolution as part of the regular release planning. Roambee will inform the Customer within two weeks from the time the Customers reports the problem or request in which release the resolution will be implemented.

Note: A response means that we will contact you to 1) acknowledge receiving your issue and 2) get any additional information that we will need in order to assist you.