

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 1st 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:
- a. exceed your Maximum Data or other applicable limits set out in the Documentation,
 - b. upgrade products or base packages,
 - c. subscribe to additional features or products, including additional Data, or
 - d. 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.