



Roambee Customer Agreement (“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. FOR THE PURPOSES OF THIS AGREEMENT, EACH OF “ROAMBEE” OR “WE” OR “US” AND THE “CUSTOMER” OR “YOU” OR “YOUR” SHALL INDIVIDUALLY BE REFERRED TO AS A “PARTY” AND COLLECTIVELY AS THE ‘PARTIES’. YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND ALL OF THE PROVISIONS OF THE AGREEMENT. CAPITALISED TERMS USED HEREIN HAVE THE MEANINGS SPECIFIED IN SECTION 13 OR AS OTHERWISE DEFINED HEREIN.

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 in Exhibit A (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, unless such non-use is due to Material Breach by Roambee. All payment obligations are non-cancelable and all amounts paid are non-refundable. You may enter the Agreement with multiple Roambee Entities with respect to each Order Form based on the Roambee Entity that accepts the Order Form and no Roambee Entity has the right to enter any contract on behalf of or as agent for any other Roambee Entity or shall be liable for any other Roambee Entity.

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. In case of Service suspension, Subscription charges continue to accrue and are payable.

3. TERM AND TERMINATION.

3.1. **Term and 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. 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 sixty (60) 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.

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 only in the event of a Material Breach by Customer of the Agreement or any of its obligations to any Roambee entity, provided that if such a breach is curable, the termination shall be effective only if such a breach is not cured within sixty (60) business 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 such a breach is curable, the termination shall be effective only if such a breach is not cured within sixty (60) business 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 Reusable Devices in the same condition in which they were received (reasonable wear and tear accepted) if detailed in the Order Form 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 Material 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. Reusable Devices returned late shall incur additional charges in accordance with the Order Form.

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. Subject to the terms set forth in



the Billing Policy, the Customer hereby agrees to pay additional charges for any Lost Device, any Device that is damaged or stolen due to the Customer's fault, negligence, accident, or otherwise, or for any Device provided as a replacement for a Device.

6. Downtime and Service Suspensions. We shall be entitled, to suspend access to any portion or all of the Services and with commercially reasonable efforts may intimate except during Force Majeure events: (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, replacement derived on the adherence of the Documentation, or As per the Order Form and the Billing Policy being executed between the Parties, for the Devices (or if the Devices provides the functionality intended by Roambee and the error is in the Documentation, Roambee will correct the Documentation). 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. To replace the Devices, the Customer must contact Roambee at support@roambee.com .

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, subject to Agreement and Order Form executed between the Parties. 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. **Support.** Roambee agrees to provide Customer free of charge support in accordance with the Roambee Support Policy set forth in Exhibit B. ("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.

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 your 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, cyber-attacks, 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 matters covered herein 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. Each amendment, change, waiver, or discharge shall only be valid if made in writing by authorized representatives of all applicable Parties.

12.10. Stamp Duty Compliance. For jurisdictions requiring stamp duty, this Agreement may also be executed on legally appropriate stamp paper, including via wet ink signatures, to meet local compliance



obligations. The initially signed Agreement shall remain legally binding and enforceable. The cost of stamp duty shall be shared equally by both Parties. Roambee shall not be held liable for any non-compliance caused by the Customer's actions or omissions. The Customer agrees to indemnify and reimburse Roambee for any additional fees, penalties, or liabilities arising from such non-compliance.

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 all Single-Use Devices and Reusable Devices distributed by Roambee to the Customer as applicable and part of the Services.
- 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. "Faulty Devices" means a Device, which: a) is physically damaged upon receipt. b) lacks required or valid certifications. c) fails to record or display any sensor readings as per Documentation. d) resets automatically due to unknown issues. e) does not turn on. f) has reduced battery life due to such conditions are not considered Faulty Devices.
Roambee provides operational guidance on battery life in marketing materials, user manuals, and other documents. This guidance is an estimate and not a guarantee. Factors such as the Device's location (e.g., within a metal enclosure) or operation outside the rated temperature band can reduce battery life.
- 13.7. "Lost Devices" refers to Devices provided under this Agreement that meets any of the following conditions:
 - a. The Reusable Device is not returned to Roambee within thirty (30) days following the expiry or termination of the Agreement.
 - b. The Device has a fully depleted battery (0%) and has not transmitted data for thirty (30) consecutive days.
 - c. The Customer declares in writing that the Device was lost during Shipment.
- 13.8. "Map Data" means geolocation information or data or other similar information provided by or through Roambee or the Services.
- 13.9. "Material Breach" means a substantial failure by either Party to perform its obligations under this Agreement, significantly affecting the other Party's ability to benefit from the Agreement.
 - a. Material Breach by Customer includes:
 - i. Non-Payment: Failure to pay undisputed invoices on time as stipulated in the

- Order Form and Billing Policy.
- ii. Non-Compliance: Repeated failure to comply with terms and conditions after receiving written notice from Roambee.
- b. Material Breach by Roambee includes:
- i. Service Availability: Failure to provide Subscription Services as specified in the Order Form and Documentation, where such failure is within Roambee’s control and Scope of Work and remains unremedied after 30 days from written notice from the Customer.
 - ii. Device replacement: Failure to replace Faulty Devices.
 - iii. Compliance: Violation of applicable laws, regulations, or contractual obligations, resulting in a substantial adverse effect on the Customer, unaddressed after 30 days from written notice from the Customer.
 - iv. Support and maintenance: Consistent failure to provide required support and maintenance, significantly impairing the Customer’s use of the Services, after 30 days from written notice from the Customer.
- 13.10. "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, 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.
- 13.11. "Professional Services" means the consulting services provided to you by us, which may include training services, installation, integration or other consulting services.
- 13.12. "Reusable Devices" shall mean all devices distributed by Roambee to the Customer as part of the Services that are intended for multiple uses and are required to be returned to Roambee after use or upon termination or expiration of the Agreement. The terms and conditions applicable to Reusable Devices are specified in detail in the Order Form.
- 13.13. "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.
- 13.14. "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.
- 13.15. "Service(s)" means the Roambee services set forth in the applicable Documentation, including the associated Documentation and Roambee software.
- 13.16. "Shipment" is defined as a single traceable unit. Asset is also considered a single traceable unit. For example, if a Shipment consists of one container with four Devices (multiple Devices), it will be counted as four Shipments.
- 13.17. "Single-Use Devices" shall mean all devices distributed by Roambee to the Customer as part of the Services that are intended for one-time use. The terms and conditions applicable to Single-Use Devices are specified in detail in the Order Form.
- 13.18. "SOW(s)" means a statement of work, executed by Roambee and Customer which sets forth Services to be performed by Roambee.
- 13.19. "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.
- 13.20. "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.
- 13.21. "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.



- 13.22. “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.
- 13.23. “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.