



Dubai Internet City, Building 14, Offices 110-114, Dubai, U.A.E.

MASTER AGREEMENT COVER PAGE

This Master Agreement is made and entered into, by and between ROAMWORKS Trading LLC. ("**ROAMWORKS**") and the customer (each of ROAMWORKS and Customer, a "**Party**"). The documents attached to this Master Agreement Cover Page will consist of the Master Terms, which describe and set forth the general legal terms governing the relationship, and one (1) or more of the Addenda identified below, describing and setting forth detail about that relationship, depending upon the particular product and/or services to be provided to Customer (collectively, the "**Agreement**"):

- Third Party Product Purchase Addendum
- Professional Services Addendum
- ROAM SaaS Services Addendum
- ROAMWORKS Support & Maintenance Policy
- Appendix - Services, Timeframes and Fees

This Agreement includes any Order Forms and Statements of Works that are executed by the Parties and which reference this Agreement.

MASTER TERMS

These Master Terms, which are hereby incorporated into and are a part of the ROAMWORKS Master Agreement by and between ROAMWORKS and Customer, contain the general terms and conditions pursuant to which ROAMWORKS will provide and Customer may purchase certain products and services relating to ROAMWORKS's Remote Operational Asset Management offerings. ROAMWORKS's provision of products and services is subject to the terms and conditions contained in this Agreement and any applicable Addenda.

1. DEFINITIONS. Capitalized terms, if not otherwise defined on the Master Agreement Cover Page to which these Master Terms are attached, elsewhere in these Master Terms, or in the Addenda, will have the meanings set forth below in this Section 1.

1.1 "Addenda" means, collectively, the Third-Party Product Purchase Addendum, the Professional Services Addendum, the ROAM Software Addendum, the ROAM SaaS Services Addendum, and any other addendum agreed upon by the Parties. **"Addendum"** means any of the foregoing, individually.

1.2 "Assets" mean the assets tracked by the ROAM Software or ROAM SaaS Services as further described in the applicable Addenda or in an Order Form.

1.3 "Confidential Information" means any material or information relating to a Party's research, development, products, product plans, services, customers, customer lists, employees, contractors, markets, software, developments, inventions, processes, formulas, technologies, designs, drawings, marketing, finances, or other business information or trade secrets that such disclosing Party treats as proprietary or confidential. Without limiting the foregoing, the software and any databases (including any data models, structures, non-customer specific data and aggregated statistical data contained therein) of ROAMWORKS will constitute Confidential Information of ROAMWORKS and the Customer Content will constitute the Confidential Information of Customer.

1.4 "Customer Content" means the information, data or other content: (a) uploaded into the ROAM SaaS Services or the ROAM Software by Customer or on Customers behalf, (b) collected by the ROAM SaaS Services or the ROAM Software and related to tracking the Assets, or (c) provided by Customer or on Customer's behalf to be included in any Professional Services deliverable.

1.5 "Documentation" means text and/or graphical information contained in user guides that describe the features, functions and operation of the ROAM Software or ROAM SaaS Services, as applicable, whether in electronic or printed format, provided by ROAMWORKS to Customer.

1.6 "High Risk Activities" means uses such as the operation of emergency services, transportation of flammable liquids, nuclear facilities, air traffic control or life support systems, where the use or failure of the ROAM Products or Third-Party Products could lead to death, personal injury, property damage or environmental damage.

1.7 "Order Form" means ROAMWORKS's standard form of ordering document pursuant to which ROAM Products and Third-Party Products may be ordered by Customer under this Agreement. Once signed by both Parties, an Order Form will be considered part of this Agreement. Each Order Form is a separate and independent contractual obligation of ROAMWORKS from any other Order Form.

1.8 "Professional Services" means the professional services that ROAMWORKS performs for the benefit of Customer pursuant to any Professional Services Addendum (if such addendum is executed by the Parties and incorporated into this Agreement).

1.9 "ROAM SaaS Services" means ROAMWORKS's Remote Operational Asset Management service and software application suite, a cloud-based, platform-as-a-service used to enable machine-to-machine communications and remote wireless asset monitoring and management, as provided in accordance with the ROAM SaaS Services Addendum (if such addendum is executed by the Parties and incorporated into this Agreement).

1.10 "ROAM Software" means ROAMWORKS's suite of Remote Operational Asset Management software applications, in object code form only, used to develop machine-to-machine communications and remote wireless asset monitoring and management, as provided in accordance with the ROAM Software Addendum (if such addendum is executed by the Parties and incorporated into this Agreement).

1.11 "ROAM Products" mean, collectively, the ROAM Software, the ROAM SaaS Services and the Professional Services (including any derivable made thereunder, but specifically excluding any Customer Content and Third-Party Products).

1.12 "Third Party Equipment" means any hardware that is identified as third party equipment in any Order Form and provided by ROAMWORKS under the terms of a ROAMWORKS Third Party Product Purchase Addendum (if such addendum is executed by the Parties and incorporated into this Agreement).

1.13 "Third Party Service" means any service (including any telecommunication services) that is identified as a third party service in any Order Form and purchased by Customer through ROAMWORKS under the terms of a ROAMWORKS Third Party Product Purchase Addendum (if such addendum is executed by the Parties and incorporated into this Agreement).

1.14 "Third Party Products" mean, collectively, the Third Party Equipment and the Third Party Services.

2. PROVISION OF PRODUCTS AND SERVICES. Customer may purchase ROAM Products and Third-Party Products only pursuant to an Order Form and subject to the applicable Addendum. Customer acknowledges and understands that these Master Terms do not, absent an Order Form and the applicable Addendum, impose any obligation upon ROAMWORKS to provide any products or services.

3. FEES AND PAYMENTS

3.1 General. In consideration for the sale of any ROAM Products or Third Party Products, Customer agrees to pay such amounts as may be required by the relevant Addendum and/or Order Form, as applicable. Except as otherwise provided in any applicable Addendum or Order Form, all amounts due hereunder will be paid by Customer and received by ROAMWORKS within thirty (30) days of date of the applicable invoice.

3.2 Disputed Charges. Customer must notify ROAMWORKS in writing of any dispute or disagreement with invoiced charges within thirty (30) days of the date of the applicable invoice. Absent such notice, Customer will be deemed to have agreed to the charges as invoiced after the expiration of such time period.

3.3 Late Charges and Enforcement. ROAMWORKS reserve the right to charge, and Customer agrees to pay, a late charge equal to the lesser of the maximum amount chargeable by law or one and one-half percent (1½%) per month on any amount that is not the subject of a good faith dispute and that is unpaid on the due date, and on any other outstanding balance. The prevailing Party in any action for enforcement of the terms of this Agreement will be entitled to an award of its costs (including reasonable attorneys' fees).

3.4 Taxes. All fees and other charges set forth herein are exclusive of taxes, assessments, surcharges, levies, or similar items assessed by a governmental body (other than taxes on the net income of ROAMWORKS) on products and services now or hereafter sold or provided pursuant to this Agreement, which taxes will be paid by Customer.

4. CONFIDENTIALITY

For purposes of this Section 4, a Party having access to Confidential Information of the other Party is a **"Recipient,"** while a Party providing such access is a **"Disclosing Party."** Recipient will maintain all Confidential Information of the Disclosing Party in strict confidence. Except as provided in this Agreement, the Recipient will not use Confidential Information of the Disclosing Party, except to perform or otherwise fulfill the purpose of this Agreement, or disclose it in any manner to any third party, without the prior express written consent of the Disclosing Party. Recipient will restrict access to, and use of, Confidential Information of the Disclosing Party to those employees and agents of Recipient's organization with a need to use the information to perform under or otherwise fulfill the purpose of this Agreement. Recipient will use the same degree of care in handling and safeguarding Confidential Information that it uses in handling and

safeguarding its own Confidential Information, and in any case not less than reasonable care. The obligations in this Section 4 with respect to the confidential Information shall continue for the term of this Agreement and for a period of five (5) years thereafter. With respect to Confidential Information that constitutes a trade secret, the obligations in this Section 4 shall continue for so long as such information constitutes a trade secret under applicable law, but in no event less than the term of this Agreement and for a period of five (5) years thereafter. The obligations in this Section 4 will not apply to information which is: (a) already known to or otherwise in the possession of the Recipient at the time of disclosure and which was not so known or received in violation of any confidentiality obligation; (b) publicly available or otherwise in the public domain prior to disclosure by the Recipient; (c) rightfully obtained by the Recipient from any third party without restriction and without breach of any confidentiality obligation by such third party; or (iv) developed by the Recipient without reference to the Disclosing Party's Confidential Information and independent of any disclosure hereunder, as evidenced by written records. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent necessary to comply with the order of a court or administrative body of competent jurisdiction or a government agency, provided that the Recipient will notify the Disclosing Party prior to such disclosure and will cooperate with the Disclosing Party if the Disclosing Party elects to legally contest, request confidential treatment of, or otherwise avoid such disclosure.

5. OWNERSHIP AND RESERVATIONS OF RIGHTS

5.1 Customer Content. ROAMWORKS acknowledges that, as between Customer and ROAMWORKS, Customer owns all right, title and interest in the Customer Content. Except for the limited licenses and rights granted in this Agreement, Customer reserves all right, title and interest in the Customer Content.

5.2 ROAMWORKS IP. Customer hereby acknowledges that as between Customer and ROAMWORKS, ROAMWORKS owns all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, mask work rights, and other intellectual property rights in and to the ROAM Products. Except for the limited licenses and rights granted herein, ROAMWORKS reserves all right, title and interest in the ROAM Products.

6. WARRANTIES AND LIMITATIONS ON LIABILITY

6.1 Representations and Warranties. Customer represents and warrants that it has the right to track the Assets and that Customers use of the ROAM SaaS Services or the ROAM Software will not violate any third party right, including any right of privacy. Each party further makes such representations and warranties as are set forth in the applicable Addendum.

6.2 Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, INCLUDING ANY ADDENDUM, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT OR FROM A COURSE OF DEALING OR USAGE IN TRADE. ROAMWORKS DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS, THAT THE ROAMWORKS PRODUCTS OR THE THIRD PARTY PRODUCTS WILL BE ACCURATE, WITHOUT INTERRUPTION, ERROR-FREE OR MEET CUSTOMER'S SPECIFIC NEEDS. The ROAMWORKS Products or the Third Party Products are not designed, manufactured, or intended for High Risk Activities.

6.3 Disclaimer of Indirect Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT WILL ROAMWORKS BE LIABLE FOR THE PROCUREMENT OF SUBSTITUTE SERVICES.

6.4 Limitations on Liability. ROAMWORKS' MAXIMUM AGGREGATE LIABILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING FROM OR OUT OF

ANY ADDENDUM (WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY ROAMWORKS FROM CUSTOMER UNDER SUCH ADDENDUM DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE FIRST DATE ON WHICH THE LIABILITY AROSE.

6.5 Exceptions. Because some jurisdictions do not allow the exclusion or limitation of certain liability, in such jurisdictions the liability of ROAMWORKS will be limited to the maximum extent permitted by law. Further, the exclusions and limitations set forth in this Section 6 will not apply to: (a) a Party hereunder for damages occasioned by such Party's breach of its obligations under the confidentiality provisions of this Agreement; (b) Customer's wrongful access, use or dissemination or misappropriation of the ROAM Products or the Third Party Products; or (c) Customer's payment obligations hereunder. The provisions of this Section 6 will apply without regard to whether other provisions of this Agreement have been breached, any limited remedy herein is held to fail of its essential purpose or the form of the claim or cause of action, whether in contract, warranty, statute, tort (including, but not limited to, negligence).

6.6 Liability Disclaimer. Customer acknowledges and agrees that ROAMWORKS shall have no liability to Customer for (a) use of the ROAM Products and Third Party Products other than in accordance with this Agreement; (b) modification of the ROAM Products or Third Party Products by anyone other than ROAMWORKS; (c) Customer's or a third party's improper installation of the ROAM Products or Third Party Products; or (d) third party hardware, software, databases or systems.

7. INDEMNIFICATION

7.1 ROAMWORKS Indemnity. ROAMWORKS will indemnify, defend and hold Customer, its directors, officers, employees and representatives (each a "**Customer Indemnified Party**"), harmless from and against any and all third party losses, damages, liabilities, costs and expenses awarded by a court or agreed upon in settlement, as well as all reasonable and related attorneys' fees and court costs, (collectively "**Losses**") arising out of any third party claim alleging that the ROAM Products infringe any registered U.S. patent or U.S. copyright.

7.2 Exclusions. Section 7.1 will not apply if the alleged claim arises, in whole or in part, from: (a) a use or modification of the ROAM Products by any Customer or any Authorized User in a manner outside the scope of any right granted or in breach of this Agreement; (b) a combination, operation or use of the ROAM Products with other software, hardware or technology not provided by ROAMWORKS if the claim would not have arisen but for the combination, operation or use; or (c) the Customer Content.

7.3 Indemnification Process. The foregoing indemnification obligations are conditioned on the Customer Indemnified Party: (a) notifying ROAMWORKS promptly in writing of such action; (b) reasonably cooperating and assisting in such defense; and (c) giving sole control of the defense and any related settlement negotiations to ROAMWORKS with the understanding that ROAMWORKS may not settle any claim in a manner that admits guilt or otherwise prejudices the Customer Indemnified Party, without consent.

7.4 Infringement. If any ROAM Products is, or in ROAMWORKS's opinion, is likely to become the subject of any infringement-related claim, then ROAMWORKS may, at its expense and in its discretion: (a) procure for Customer the right to continue using the product or service; (b) replace or modify the infringing technology or material so that the product or service becomes non-infringing and remains materially functionally equivalent; or (c) terminate the Order Form and/or Addendum pursuant to which the service or product is provided and give Customer a refund for any pre-paid but unused fees.

7.5. Entire Liability. THE PROVISIONS OF THIS SECTION 7 STATE ROAMWORKS'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY CLAIM THAT THE ROAM PRODUCTS INFRINGE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHT.

8. TERM AND TERMINATION

8.1 Agreement. This Agreement will have an initial fixed term as stated in the signed Commercial Proposal document from the date of execution hereof; provided, however, the terms and conditions of this Agreement will

remain in full force and effect in connection with any outstanding Order Form until the expiration of the term of such Order Form of the period stated in the signed Commercial Proposal document.

8.2 Termination for Breach. Either Party may terminate this Agreement and/or any applicable Addendum or Order Form immediately upon written notice to the other Party in the event that the other Party materially breaches this Agreement, Addendum or Order Form and thereafter (a) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; or (b) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.

8.3 Termination Upon Bankruptcy, Insolvency. Either Party may terminate this Agreement immediately upon written notice after the other Party has executed an assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other Party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other Party, which proceeding or petition has not been dismissed, vacated, or stayed within ninety (90) days.

8.4 Accrued Obligations. Termination of this Agreement and/or any applicable Order Form will not release the Parties from any liability which at the time of termination has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement, the signed Commercial Proposal document, and/or any applicable Addendum or Order Form to survive termination. Termination of this agreement is subject to the customer making all payments due for the fixed contract duration specified in the signed Commercial Proposal document. Notwithstanding the foregoing, the Party terminating this Agreement as permitted in this Section 8 will incur no additional liability merely by virtue of such termination.

8.5 Cumulative Remedies. Termination of this Agreement and/or any Addendum or Order Form, regardless of cause or nature, will be without prejudice to any other rights or remedies of the Parties and will be without liability for any loss or damage occasioned thereby.

9. THIRD-PARTY COMPONENTS

Any third party component embedded in, included in or provided for use in connection with the ROAM Software or ROAM SaaS Services may only be used in conjunction with such software or services, as applicable, and such use shall be subject to this Agreement. However, to the extent the ROAM Software or ROAM SaaS Services include components governed by open source licenses with provisions inconsistent with this Agreement, those components are instead governed solely by the applicable open source licenses. To the extent the ROAM Software or ROAM SaaS Services include components covered by open source licenses requiring the provision of corresponding source code for those components, ROAMWORKS hereby offers such source code consistent with those licenses. Any third-party components are provided by ROAMWORKS WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ROAMWORKS EXCLUDES ON BEHALF OF ALL INDIVIDUALS OR ENTITIES THAT PROVIDE THE THIRD PARTY COMPONENTS ALL LIABILITY FOR DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS.

10. MISCELLANEOUS

10.1 Applicable Law. This Agreement and, if any, each Addendum and Order Form, and the rights and obligations of the Parties hereunder and thereunder, will be construed in accordance with, and will be governed by, the laws of the United Arab Emirates, as applicable in the Emirate of Dubai, without giving effect to its principles of conflict of laws. Customer agrees that any and all causes of action between the Parties arising from or in relation to this Agreement, any Addendum or an Order Form, will be brought exclusively in the courts of the Dubai International Financial Center, Dubai, United Arab Emirates.

10.2 Force majeure. ROAMWORKS will be excused from performance of its obligations under this Agreement and any applicable Order Form if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of ROAMWORKS. Any delay resulting from any of such causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

10.3 Notices. All notices and other communications hereunder will be given in writing and will be deemed to have been duly given and effective (a) upon receipt if delivered in person or by telecopy; (b) upon delivery, if sent by reputable courier or registered post, addressed to the Parties representatives as set forth on the Master Agreement Cover Page (or to such other authorized recipient or address as may be designated by notice from one Party to the other). In addition, routine notices, consents and approvals given under this Agreement may be delivered in writing as provided above or through electronic mail addressed to the Parties identified herein.

10.4 Survival of Obligations. The provisions of Sections 1, 3 through 6, and 8 through 10 as well as Customer's obligations to pay any amounts due and outstanding hereunder will survive termination or expiration of this Agreement.

10.5 Assignment. Customer will not assign its rights or delegate its obligations hereunder or under any Order Form or Addendum without ROAMWORKS's prior written consent, and, absent such consent, any purported assignment or delegation by Customer will be null, void and of no effect. To the extent not prohibited hereby, this Agreement and any Order Form will be binding upon and inure to the benefit of ROAMWORKS and Customer and their successors and permitted assigns.

10.7 Independent Contractors. Customer and ROAMWORKS acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them.

10.8 Amendment. No amendment to this Agreement or any Addendum or Order Form will be valid unless such amendment is mentioned in the ROAMWORKS quotation and is signed by the authorized representatives of the Parties.

10.9 Waiver. The waiver by either Party of a breach of any provision of this Agreement or any Addendum or Order Form will not operate or be construed as a waiver of the same or any other breach by that Party, whether prior or subsequent. Any waiver under this Agreement or any Order Form must be in writing and signed by an authorized representative of the waiving Party.

10.10 Severability. If any term or provision of this Agreement or any Addendum or Order Form is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remainder of this Agreement or Order Form will not thereby be affected, and this Agreement will be deemed amended to the extent necessary to delete such provision.

10.11 Entire Agreement. This Agreement, together with any Addenda and Order Forms entered into in connection herewith, represents the entire agreement between the Parties hereto with respect to the subject matter addressed in this Agreement and such Addenda and Order Forms, and is in lieu of and supersedes all prior agreements, representations, negotiations, or other understandings of the Parties with respect to such subject matter, whether written or oral.

10.12 Order of Precedence. In the event of a conflict between these Master Terms and any Addendum or Order Form, these Master Terms will govern unless the provisions of the relevant Addendum or Order Form explicitly state the Parties' intention that the particular relevant portion of the Addendum or Order Form should supersede these Master Terms. In the event of a conflict between these any Addendum and an Order Form, the Addendum will govern unless the provisions of the relevant Order Form explicitly state the Parties' intention that the particular relevant portion of the Order Form should supersede the Addendum.

THIRD PARTY PRODUCT PURCHASE ADDENDUM

This Third Party Product Purchase Addendum (the "**Addendum**") is an addendum to, and is hereby incorporated into, the ROAMWORKS Master Agreement by and between ROAMWORKS and Customer, including the Master Terms and other Addenda incorporated therein (collectively, the "**Agreement**"). Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Master Agreement Cover Page, the Master Terms or in the other Addenda to the Agreement.

1. ORDERING AND DELIVERY OF EQUIPMENT

1.1 Order and Purchase Process. Customer may order any Third Party Product set forth on ROAMWORKS's then-standard price list, or any Third Party Product for which ROAMWORKS has provided a price quote, by entering into a written Order Form with ROAMWORKS. For the avoidance of doubt, the parties state that no Order Form is effective unless executed by an authorized representative of both parties. Unless otherwise indicated in the applicable Order Form, ROAMWORKS, for the convenience of the Customer, is acting as a conduit between Customer and the seller of the Third Party Equipment (the "**Manufacturer**") or the provider of the Third Party Service (the "**Provider**"). ROAMWORKS acceptance of any Order Form does not constitute a guarantee that any Third Party Product will be made available to Customer, but simply a commitment by ROAMWORKS that it will use reasonable commercial efforts to work with the Manufacturer or the Provider to deliver the applicable Third Party Product. The Order Form may contain additional terms and conditions that are specific to the applicable Third Party Product ("**Third Party Product Terms**") and Customer agrees to be bound by such Third Party Product Terms. As indicated in the Order Form, the Third Party Product Terms may be supplemental terms between Customer and ROAMWORKS that are incorporated into this Addendum or may be a separate standalone agreement between Customer and the Manufacturer or Provider.

1.2 Shipment and Delivery Terms. Upon acceptance of any Order Form, ROAMWORKS will use reasonable commercial efforts to arrange with the Manufacturer or Provider on a delivery date for the relevant Third-Party Product as close as practicable to Customer's requested date, subject to the Manufacturer's or Provider's available inventory and then-current lead time requirements. ROAMWORKS will not be liable for any damage or penalty arising from delay in delivery or from failure to give notice of any delay. Except as set forth in any Order Form, the risk of loss associated with the shipment and delivery of any Third Party Product will be FOB, destination of the shipper (either ROAMWORKS or the Third Party).

1.3 Installation. Unless otherwise agreed in writing (e.g., a Professional Services Statement of Work), Customer is solely responsible for installing Third Party Equipment or integrating any Third Party Service with the ROAM Products. Customer assumes any and all liability arising from installation of the Third Party Equipment or integration of the Third Party Services, including without limitation, liability arising from property damage or personal injury to Customer's employees and third parties. Customer will strictly abide by any installation procedures provided with the Third Party Products or otherwise provided to Customer by ROAMWORKS, the Manufacturer or the Provider. ROAMWORKS on behalf of itself and the Manufacturer or Provider reserves the right to update such procedures from time to time. Since it is Customer's sole responsibility, however, to install and/or integrate the Third Party Products, as between Customer and ROAMWORKS, Customer will remain solely liable under this Section for any and all liability arising from installation of the Third Party Products, regardless of whether it follows ROAMWORKS's installation procedures.

2. PRICING; PAYMENT

2.1 Third Party Equipment Prices; Payments. In addition to any fees due pursuant to the Order Form(s), Customer will additionally pay all freight charges, insurance, and other shipping expenses applicable to delivery of such Third Party Products, as well as expenses for any special packing requested by Customer.

2.2 Payment. For each Third Party Product purchased by Customer through an Order Form, Customer will pay ROAMWORKS the fees set forth in the applicable Order Form in accordance with any schedule set forth therein. ROAMWORKS may delay the delivery of any Third Party Product pending ROAMWORKS receipt of some or all of the applicable payments

2.3 Changes in Fees. ROAMWORKS reserves the right to amend its Third Party Product price lists at any time in its discretion, provided that any increase in such prices will not affect the amounts payable under any Order Forms accepted by ROAMWORKS prior to the implementation of such new prices.

3. TERMS OF USE; DISCLAIMERS. UNLESS OTHERWISE INDICATED IN ANY ORDER FORM, THE THIRD-PARTY PRODUCTS, INCLUDING, IF ANY, ANY SOFTWARE EMBEDDED THEREIN, ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, QUIET ENJOYMENT, DATA ACCURACY OR SECURITY. EXCEPT AS MAY BE PROVIDED IN ANY ORDER FORM, NEITHER ROAMWORKS NOR ANY THIRD PARTY WARRANTS AND SPECIFICALLY DISCLAIM THAT THE THIRD PARTY PRODUCTS WILL BE USEFUL, UNINTERRUPTED, COMPLETE, ERROR-FREE, ACCURATE OR SECURE. ANY STATEMENTS MADE IN PACKAGING, MANUALS OR OTHER DOCUMENTS, ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS WARRANTIES BY ROAMWORKS, MANUFACTURER OR PROVIDER. CUSTOMER HAS NOT RELIED ON AND WILL NOT CLAIM THAT IT IS ENTITLED TO THE BENEFITS OF ANY REPRESENTATIONS, PROMISES, DESCRIPTION OF THE SERVICE OR OTHER STATEMENT NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

4. TERM. This Addendum will become effective (a) when the ROAMWORKS Commercial Proposal document is executed by authorized representatives of both Parties; or (b) the Effective Date of the signed Commercial Proposal document, whichever later occurs, and will continue in effect for a period of stated in the signed Commercial Proposal document (the "**Initial Term**"), unless earlier terminated in accordance with Section 8 of the Master Terms. Thereafter, the Addendum will renew automatically for successive one (1)-year periods (each, a "**Renewal Term**"), unless either Party provides notice of its desire not to renew not less than ninety (90) days prior to the end of the Initial Term or then-current Renewal Term, as applicable. Sections 2 through 5 of this Addendum will survive any termination of this Addendum.

PROFESSIONAL SERVICES ADDENDUM

This Professional Services Addendum (the “**Addendum**”) is an addendum to, and is hereby incorporated into, the ROAMWORKS Master Agreement by and between ROAMWORKS and Customer, including the Master Terms and other Addenda incorporated therein (collectively, the “**Agreement**”). Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Master Agreement Cover Page, the Master Terms or in the other Addenda to the Agreement.

1. PROFESSIONAL SERVICES

1.1 Professional Services. Subject to the terms and conditions set forth in this Addendum, ROAMWORKS will use commercially reasonable efforts to perform the services as set forth in Work Statements (as defined below) separately executed by the Parties (the “**Professional Services**”). ROAMWORKS will perform the Professional Services in a professional manner in accordance with industry standards.

1.2 Issuance of Work Statements. The Customer may request that ROAMWORKS perform services by delivering a written request describing the proposed Professional Services. ROAMWORKS will prepare a draft work statement as an exhibit to this Addendum (each, a “**Work Statement**”). Such Work Statement will describe the fees, costs and expenses payable by the Customer to ROAMWORKS in connection with the performance of such services. The Customer, within five (5) business days after receipt of the proposed Work Statement, will notify ROAMWORKS of its acceptance of such addendum. Until the acceptance in writing of the proposed Work Statement, ROAMWORKS will have no obligation to perform the proposed Professional Services, provided that this Addendum will remain in full force and effect in accordance with Section 4. Each Work Statement, regardless of whether it relates to the same subject matter as any previously executed Work Statement(s), will become effective upon execution by authorized representatives of both Parties.

1.3 Modifications. Customer may at any time request a modification to the Professional Services to be performed pursuant to any particular Work Statement by written request to ROAMWORKS specifying the desired modifications. ROAMWORKS will, within a reasonable time following receipt of such request, submit an estimate of the cost for such modifications and a revised estimate of the time for performance of the Professional Services pursuant to the Work Statement. If accepted in writing by Customer, such modifications in the Work Statement will be performed under the terms of this Addendum. Modifications in any Work Statement will become effective only when a written change request is executed by authorized representatives of both parties.

2. PERSONNEL

2.1 Suitability. ROAMWORKS will assign employees and subcontractors with qualifications suitable for the work described in the relevant Work Statement. ROAMWORKS may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors.

2.2 Customer Responsibilities. Customer will make available in a timely manner at no charge to ROAMWORKS all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources required by ROAMWORKS for the performance of the Professional Services. Customer will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Customer. Customer will provide, at no charge to ROAMWORKS, office space, services and equipment (such as copiers, fax machines and modems) as ROAMWORKS reasonably requires to perform the Professional Services.

3. FEES AND PAYMENTS. In consideration of the Professional Services, Customer will pay, and ROAMWORKS will be compensated at, the rates outlined in the applicable Work Statement and for expenses, such as for travel, lodging and meals. Customer will reimburse ROAMWORKS for (a) reasonable travel and living expenses incurred by ROAMWORKS’s employees and contractors for travel from

ROAMWORKS’s offices in connection with the performance of the Professional Services; (b) international telephone charges (if applicable); and (c) any other expenses contemplated in the applicable Work Statement. Except as provided above, each Party will be responsible for its own expenses incurred in rendering performance under this Addendum and each applicable Work Statement, including the cost of facilities, work space, computers and computer time, development tools and platforms, utilities management, personnel, supplies and the like. ROAMWORKS will issue invoices to Customer on a monthly basis for amounts due under this Addendum, and payment of such amounts will be due within thirty (30) days of the date of invoice.

4. TERM; TERMINATION

4.1 Term. This Addendum will commence on (a) the date of execution of the ROAMWORKS Commercial Proposal document by authorized representatives of both Parties; or (b) the Effective Date of signed Commercial Proposal document, whichever later occurs (the “**Addendum Effective Date**”) and will remain in effect until the earlier to occur of (i) completion of all outstanding Work Statements hereunder; (ii) termination in accordance with Section 4.2; or (iii) termination in accordance with Section 8 of the Master Terms. Notwithstanding the foregoing, this Addendum will remain in effect for a period of not less than one (1) year from the Addendum Effective Date unless earlier terminated in accordance with Section 4.2 or Section 8 of the Master Terms.

4.2 Termination. Unless otherwise stated in the applicable Work Statement, the term of each Work Statement will last until performance hereunder is completed, except that either Party may, at its sole option and for its own convenience, terminate any or all Work Statements in effect upon thirty (30) days prior written notice. Upon such termination, the Parties will inform each other of the extent to which performance has been completed through such date and collect and deliver all work in process. In the event of termination, the Parties agree to wind up their work in a commercially reasonable manner and to preserve and deliver items of value created prior to termination. ROAMWORKS will be paid for all work performed, all subscription fees and expenses incurred or applicable until the end of the initial fixed contract term stated in the signed Commercial Proposal document, including, but not limited to, any liabilities incurred with third parties due to Customer’s termination.

4.3 Effect of Termination. In the event of termination or expiration of this Addendum, each Party will promptly return all related Confidential Information and materials of the other Party, and Customer will promptly pay to ROAMWORKS all amounts due and outstanding. The following section will survive termination: 3, 4.3 and 5.

5. PROPRIETARY RIGHTS. Unless otherwise expressly agreed in any particular Work Statement, ownership of all work product, developments, inventions, technology or materials provided under this Addendum will be solely owned by ROAMWORKS, subject to the usage rights granted to Customer under the relevant Work Statement.

6. WARRANTY AND DISCLAIMER. ROAMWORKS represents and warrants that the Professional Services will perform in a professional and workmanlike manner in accordance with industry standards. In the event of any breach of this warranty, Customer’s sole and exclusive remedy will be that ROAMWORKS will perform the Professional Services in a manner that conforms with the warranty, or, at ROAMWORKS’s sole discretion, ROAMWORKS may elect to refund the fees paid by Customer for the non-conforming Professional Services.

ROAM SAAS SERVICES ADDENDUM

This Roam SaaS Services Addendum (the “**Addendum**”) is an addendum to, and is hereby incorporated into, the ROAMWORKS Master Agreement by and between ROAMWORKS and Customer, including the Master Terms and other Addenda incorporated therein (collectively, the “**Agreement**”). Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Master Agreement Cover Page, the Master Terms or in the other Addenda to the Agreement.

1. ROAM SAAS SERVICES

1.1 Grant of Access. Subject to Customer’s compliance with the terms and conditions of this Agreement and payment of all applicable fees, ROAMWORKS hereby grants to Customer during the SaaS Term a non-exclusive, non-transferable, non-sublicensable, limited right to allow Authorized Users to access and use the ROAM SaaS Services, subject to any restrictions set forth in any Order Form, including any limitation on the number or category of Authorized Users or Assets. The ROAM SaaS Services may be used to track only the Assets as described herein or in any Order Form and not any device or asset that falls outside the scope of Asset. “**SaaS Term**” means the term of Customer access and use of the ROAM SaaS Services as set forth in the applicable Order Form. “**Authorized User**” means each of Customer’s employees, agents, and independent contractors who are provided Access Protocols (as defined below) by Customer or ROAMWORKS. Customer will be responsible for all acts and omissions of Authorized Users. Customer and its Authorized Users will access and use the ROAM SaaS Services solely in conformance with the Documentation.

1.2 SaaS Related Software. In the event that ROAMWORKS provides Customer with any software, scripts, application programming interface, software development kit or similar technology (“**SaaS Related Software**”), ROAMWORKS grants to Customer during the SaaS Term a non-exclusive, non-transferable, non-sublicensable limited right and license to use the SaaS Related Software solely for the purpose of accessing and using the ROAM SaaS Services. Customer’s use of the SaaS Related Software is subject to its compliance with the terms and conditions of this Agreement, payment of all applicable fees, the Documentation, and any applicable Order Form.

1.3 Procedures and Technical Protocols. ROAMWORKS will specify to Customer procedures according to which Customer may establish and obtain access to, and use of, the features and functions of the ROAM SaaS Services, including, without limitation, provision of any access codes, passwords, technical specifications, connectivity standards or protocols, or any other relevant procedures (collectively, “**Access Protocols**”), to the limited extent any of the foregoing may be necessary to enable Customer to provide access to the features and functions of the ROAM SaaS Services via the Internet or other dedicated point-to-point connection.

1.4 Responsibility for Hosting of Service. As between the Parties, ROAMWORKS will bear responsibility, at its own expense, for hosting and operation of hardware and software necessary to provide the ROAM SaaS Services, provided that Customer will be responsible for (a) procuring and/or operating computer systems, software and telecommunications services meeting such minimum technical requirements as set forth in the Documentation, the applicable Order Forms, or as ROAMWORKS may specify; and (b) providing all resources, hardware and software for its facilities which are necessary for Customer to remotely access and use the ROAM SaaS Services.

1.5 Support and Maintenance Services. Subject to the terms and conditions of this Agreement, including the payment of the applicable fees, ROAMWORKS will, during the period of time for which support fees have been paid to ROAMWORKS, provide support and maintenance for the ROAM SaaS Services to eligible recipients in accordance with the Standard Support Plan published in its Support and Maintenance Policy and made available herein.

1.6 Usage Restrictions. With the understanding that for purposes of this Section, the term ROAM SaaS Services includes the SaaS Related Software, Customer will not: (a) assign, sublicense, transfer, lease, rent or distribute any of its rights in the ROAM SaaS Services; (b) port, translate, localize or create derivative works based upon the ROAM SaaS Services in any manner; (c) reverse assemble, decompile, reverse engineer, translate or otherwise attempt to derive or obtain the source code, the underlying ideas, algorithms, structure or organization of the ROAM SaaS Services; (d) copy or duplicate the ROAM SaaS

Services; (e) use the ROAM SaaS Services for the benefit of any third party including as part of any service bureau, time sharing or third party training arrangement; or (f) use the ROAM Services for High Risk Activities. Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use any source code. Customer will ensure that its use of the ROAM SaaS Services complies with all applicable laws, statutes, regulations or rules promulgated by governing authorities having jurisdiction over the parties or the ROAM SaaS Services.

1.7 Customer Content. Customer hereby grants to ROAMWORKS a royalty-free right and license to use, copy, display, disclose, modify and distribute the Customer Content (a) for the purpose of providing the ROAM SaaS Services; (b) for research, marketing and other purpose reasonably required to develop, deliver and provide to Customer ongoing innovation to the ROAM SaaS Services; and (c) and to aggregate Customer Data with content and data from other customers and clients (“**Data Aggregations**”) for purposes including, without limitation, product and service development and commercialization and quality improvement initiatives. ROAMWORKS will redact Customer Data in such a way as to not divulge Customer’s Confidential Information. All Data Aggregations will be the sole and exclusive property of ROAMWORKS.

2. Suspension of Service. At any time during the SaaS Term, ROAMWORKS may, immediately upon notice to customer, suspend access to the ROAM SaaS Services for the following reasons: (a) a threat to the technical security or technical integrity of the ROAM SaaS Services; or (b) any amount due under this Agreement is not received by ROAMWORKS within ten (10) days after it was due.

3. Service Standards. ROAMWORKS will undertake commercially reasonable efforts to make the ROAM SaaS Services accessible for use by the Authorized Users during Customer’s normal business hours (between the hours of 8:00 AM to 5:00 PM in the time zone of Customer’s address specified on the Master Agreement Cover Page). ROAMWORKS reserves the right to perform system maintenance of the ROAM SaaS Services as needed and, except in the event of emergency maintenance, will endeavor to schedule such maintenance before or after Customer’s normal business hours. Customer acknowledges and agrees that the ROAM SaaS Services will not be available (a) during routine and emergency system maintenance; and (b) for any other circumstances beyond ROAMWORKS’s reasonable control (including, without limitation, Internet delays, malfunction of equipment not controlled by ROAMWORKS and ISP malfunctions). Customer must access and use the ROAM SaaS Services in strict accordance with ROAMWORKS’s instructions and operational policies and procedures.

4. Term and Termination of ROAM SaaS Services

4.1 Term. This Addendum will commence on (a) the date of execution of the ROAMWORKS Commercial Proposal document by authorized representatives of both Parties; or (b) the Effective Date of the signed Commercial Proposal document, whichever later occurs (the “**Addendum Effective Date**”) and will remain in effect for an initial fixed term as stated in the signed Commercial Proposal document. The SaaS Term, unless sooner terminated in accordance with Section 8 of the Master Terms. Notwithstanding the foregoing, this Addendum will remain in effect for a period of not less than one (1) year from the Addendum Effective Date unless earlier terminated in accordance with Section 8 of the Master Terms.

4.2 Effect of Termination. In the event of termination or expiration of this Addendum, Customer will immediately cease use of the ROAM SaaS Services and each Party will promptly return all Confidential Information and materials of the other Party, and Customer will promptly pay to ROAMWORKS all amounts due and outstanding. The following section will survive termination of the Addendum: 1.6, 1.7 and 4.2.

ROAMWORKS SUPPORT & MAINTENANCE POLICY

ARTICLE I. DEFINITIONS.

1. In addition to those terms defined in the text of this ROAMWORKS Support and Maintenance Policy, the following capitalized terms shall have the meanings set forth below:

- 1.1 **“Business Hours”** means 9:00 a.m. to 5:30 p.m. GMT+4, excluding holidays.
- 1.2 **“Business Days”** means Sundays through Thursdays, excluding holidays.
- 1.3 **“Customer”** means the entity that is permitted, subject to the Customer Agreement, to access and use the ROAM Products.
- 1.4 **“Customer Agreement”** means the agreement between ROAMWORKS Trading LLC., or any of its affiliates, and Customer, pursuant to which Customer (a) is granted the right and license to possess and use the ROAM Software; (b) subscribes for the right to access and use the ROAM SaaS Services; or (c) purchases Equipment.
- 1.5 **“Customer Call Center”** means Customer’s internal support desk staffed by technicians that are trained in the use of the ROAM Products.
- 1.6 **“Documentation”** means text and/or graphical information contained in user guides that describe the features, functions and operation of the ROAM Products, whether in electronic or printed format, provided by ROAMWORKS to Customer pursuant to the Customer Agreement.
- 1.7 **“Equipment”** means the hardware that is sold by ROAMWORKS to Customer pursuant to a Customer Agreement.
- 1.8 **“Non ROAMWORKS Equipment”** means the hardware that is not sold by ROAMWORKS to Customer pursuant to a Customer Agreement.
- 1.9 **“Error”** means a failure of the ROAM Software or the ROAM SaaS Services, as applicable, to conform in a material respects to its Documentation.
- 1.10 **“High Priority”** means Customer users are able to use the ROAM Software or ROAM SaaS Services, but business operations are significantly impacted by a defect in the ROAM Software or ROAM SaaS Services (as applicable).
- 1.11 **“Low Priority”** means an incident is reported by Customer regarding a ROAM Software or ROAM SaaS Services problem, although the problem does not prevent the ROAM Software or ROAM SaaS Services (as applicable) from working as designed.
- 1.12 **“Medium Priority”** means one or more of the following conditions exists: (a) Customer users are able to use the ROAM Software or ROAM SaaS Services, although limited functions which are not essential to overall business operations are significantly impacted by a defect in the ROAM Software or ROAM SaaS Services (as applicable); or (b) any ROAM Software or ROAM SaaS Services problem (including critical Software defects or failures) that does not directly impact production users.
- 1.13 **“RMA”** means returned merchandise authorization.
- 1.14 **“ROAM Product(s)”** means the ROAM Software, ROAM SaaS Services and Equipment.
- 1.15 **“ROAM SaaS Services”** means ROAMWORKS’s Remote Operational Asset Management service, equipment and software application suite, a cloud-based platform-as-a-service, used to enable machine-to-machine communications and remote wireless asset monitoring and management, provided to Customer on a subscription basis in accordance with the Customer Agreement.
- 1.16 **“ROAM Software”** means ROAMWORKS’s suite of Remote Operational Asset Management software applications, in object code form only, used to develop machine-to-machine communications and remote wireless asset monitoring and management, licensed to Customer in accordance with the Customer Agreement.
- 1.17 **“Service Desk”** means ROAMWORKS’ customer support center that may be accessed via a telephone hotline or a support website.

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1.18 **“Upgrades”** shall mean new versions or new releases of the ROAM Software or ROAM SaaS Services, as applicable, which are generally distributed to ROAMWORKS’ customers that are enrolled in a ROAMWORKS support services and maintenance plan, described in Article II below, and who are current on all support and maintenance service fees.

1.19 **“Urgent Priority”** means one or more of the following conditions exists: (a) the ROAM Software, or ROAM SaaS Services is “down,” meaning that Customer is unable to perform basic system functions or to otherwise access the ROAM Software or ROAM SaaS Services (as applicable); or (b) critical, time-sensitive operations within the ROAM Software or ROAM SaaS Services cannot be performed (either as intended or with an acceptable workaround), such that Customer’s business operations are severely impacted.

ARTICLE II. ROAM SOFTWARE AND ROAM SAAS SERVICES SUPPORT.

1. Support Plans.

1.1 Standard Support Plan.

(a) **1st Level Support.** Day-to-day support given directly to Customer by the Service Desk. 1st Level Support personnel shall be available to: (a) answer questions from and provide instruction and guidance to Customer regarding the operation, features and functionality of the ROAM Software and ROAM SaaS Services; (b) receive and document questions, comments or complaints from Customer regarding possible problems with the ROAM Software and ROAM SaaS Services; (c) assist the Customer with preliminary problem diagnosis and, if possible, remediation or resolution; and (d) if appropriate, contact 2nd Level Support personnel for escalated technical support.

(b) **2nd Level Support.** Advanced problem resolution in response to problems that cannot be remedied or resolved by 1st Level Support personnel. Remediation or resolution by 2nd Level Support personnel may involve system reconfiguration, system recovery or instructing the Customer in proper installation and usage of the ROAM Software or ROAM SaaS Services. Any Errors or other problems that cannot be remedied or resolved by 2nd Level Support personnel shall be documented by 2nd Level Support personnel and reported to 3rd Level Support personnel for escalated technical support.

(c) **3rd Level Support.** Advanced problem resolution in response to significant problems relating to the ROAM Software or ROAM SaaS Services that cannot be remedied or resolved by 2nd Level Support personnel, usually requiring modification to the source code of the software of the ROAM Software or ROAM SaaS Services.

1.5 Problem Diagnosis.

(a) In the event of a problem with the ROAM Software or ROAM SaaS Services cannot be diagnosed via the Service Desk, ROAMWORKS may use a virtual private network, frame relay link or other communications system or device reasonable under the circumstances to control remotely the ROAM Software or ROAM SaaS Services and the Customer Call Center will assist ROAMWORKS to the extent necessary to facilitate the foregoing. In instances in which the ROAM Software or ROAM SaaS Services

exist at the Customer location, the Customer Call Center, at its expense, will provide a means for ROAMWORKS to remotely connect to the location. ROAMWORKS' problem diagnosis will include a determination as to whether:

(i) The reported ROAM Software or ROAM SaaS Services problem constitutes an Error or a ROAM Software or ROAM SaaS Services irregularity, interruption or malfunction other than an Error; or

(ii) The reported problem is excluded from support services, as specified in Section 5 of this Article II.

(b) If ROAMWORKS determines that the reported problem constitutes an irregularity, interruption, or malfunction other than an Error, ROAMWORKS will undertake commercially reasonable efforts to provide Customer with the necessary technical assistance to enable Customer to correct the problem or to otherwise assist the Customer to become operational.

(c) If ROAMWORKS determines that the reported problem constitutes an Error, Customer will be responsible for providing ROAMWORKS with sufficient documentation to allow ROAMWORKS to reproduce the reported Error. If the Error is verified, ROAMWORKS will use commercially reasonable efforts to provide Customer with a temporary "fix" or workaround. If ROAMWORKS determines that the reported Error is not valid or reproducible, ROAMWORKS will notify Customer promptly.

1.6 Estimated Response Time.

Urgent Priority. ROAMWORKS will respond within two (2) Business Hours of Customer's initial case logged to the Service Desk. (Emergency)

High Priority. ROAMWORKS will respond within six (6) Business Hours of Customer's initial case logged to the Service Desk. (ASAP)

Medium Priority. ROAMWORKS will respond within ten (10) Business Hours of Customer's initial case logged to the Service Desk. (Routine)

Low Priority. ROAMWORKS will respond within three (3) Business Days of Customer's initial case logged to the Service Desk. (Service Request)

2. ROAM Software and ROAM SaaS Services Maintenance. ROAMWORKS will provide Customer with all generally released Upgrades for the ROAM Software and ROAM SaaS Services. The content and timing of the Upgrades will be determined by ROAMWORKS in its sole discretion. ROAMWORKS shall make all Upgrades available through the Internet and shall notify Customer when the same are available.

3. Reimbursement. Customer will reimburse ROAMWORKS for all reasonable expenses incurred and time spent in responding to false support or maintenance claims, repairing any alterations or revisions to the ROAM Software or ROAM SaaS Services made by Customer, and correcting Errors or other defects resulting from circumstances or events for which support services are limited, inapplicable or excluded. Services ROAMWORKS undertakes in these situations will be treated as professional services rendered by ROAMWORKS and Customer will be charged ROAMWORKS' then-current professional services rates.

4. Connectivity to Self-Hosted Back Office Product. In order to facilitate the support services ROAMWORKS will provide under

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the Support Plans, if Customer is self-hosting the ROAM Software or ROAM SaaS Services, Customer must provide ROAMWORKS, at Customer's expense, with remote access to the ROAM Software or ROAM SaaS Services through one of ROAMWORKS' preferred communications methods (e.g., virtual private network, frame relay link, private network satellite, or other communications system or device developed in the future). ROAMWORKS and Customer shall establish procedures and allocation of responsibilities associated with the foregoing.

5. Limitations and Exclusions.

5.1 Support services do not apply to computer programs licensed to Customer by third parties other than ROAMWORKS.

5.2 ROAM Software or ROAM SaaS Services defects resulting from Customer's improper use of the ROAM Software or ROAM SaaS Services, use of the ROAM Software or ROAM SaaS Services by untrained personnel or personnel who require additional training, improper entry of data in connection with the ROAM Software or ROAM SaaS Services, or from combining or merging the ROAM Software or ROAM SaaS Services with any computer equipment or computer programs not supplied by ROAMWORKS (or not approved in writing by ROAMWORKS to be combined or merged with the ROAM Software or ROAM SaaS Services) will not be considered by ROAMWORKS as qualifying for support services.

5.3 ROAMWORKS will not be responsible for providing support services for any version of the ROAM Software or ROAM SaaS Services other than the most recent generally released Upgrade.

5.4 Errors for which ROAMWORKS has provided technical or operational corrections not implemented by Customer within a reasonable time will not be considered by ROAMWORKS as qualifying for support services.

5.5 Problems of the ROAM Software or ROAM SaaS Services caused by Customer data, network, database, operational or other environmental factors not within the control of ROAMWORKS will not be considered by ROAMWORKS as qualifying for support services.

5.6 Unless otherwise specified in writing, ROAMWORKS will not be responsible for providing support services for ROAM Software or ROAM SaaS Services provided to Customer for testing purposes.

5.7 Customer acknowledges that these support services are intended to be technical support and that any assistance not classified as technical shall be considered outside the scope of the support services. Assistance of this nature includes assistance relating to acts of nature like floods or fire, vandalism, accidents or abuse caused by Customer, questions raised by Customer's employees, such as questions regarding the ROAM Software or ROAM SaaS Services features and functions, specific operational questions relating to Customer's business, and configuration changes the Customer may request in order to address changes in Customer's business.

ARTICLE III. EQUIPMENT MAINTENANCE.

1. **Maintenance Plans.** Customer shall select its maintenance plan on the purchase order. Pricing shall be set forth on the purchase order.

1.1 **Standard Maintenance Plan – Advanced Exchange Depot.** Customer may contact the Service Desk on Business Days during

Business Hours to report any Equipment malfunctions or defects. Upon receipt of such notification, Service Desk personnel will diagnose the Equipment problem and make a determination as to whether replacing the Equipment is necessary. If replacing the Equipment is necessary, the Service Desk will issue an RMA number to Customer, which shall constitute Customer's authorization to return the failed Equipment to ROAMWORKS, at Customer's risk and expense. ROAMWORKS will dispatch replacement Equipment to the location indicated by Customer. ROAMWORKS will make reasonable efforts to accommodate Customer's delivery timelines. Customer shall pay all shipping charges and bear all risk of loss with respect to any replacement Equipment. Customer must return failed Equipment to ROAMWORKS within ten (10) days of Customer's receipt of the RMA number. In the event Customer fails to timely return the Equipment, Customer will be charged the then-current list price for the replacement Equipment.

1.2 Diagnose, Repair and Return. Customer may contact the Service Desk on Business Days during Business Hours for an RMA (without requiring a Service Desk diagnosis of the Equipment). Customer will be responsible for shipping the malfunctioning Equipment to ROAMWORKS at its own expense and risk of loss. Within Seven (7) Business Days of its receipt of the Equipment, ROAMWORKS will issue a RMA reference number to the customer. Upon receipt of the equipment, ROAMWORKS will inspect the equipment and provide inspection report on the observations made, along with an estimate of cost and time taken to repair the malfunctioning equipment. Once the authorization is received from the customer to repair the equipment, ROAMWORKS shall put forth reasonable effort to return the repaired equipment within the agreed timeframe. Customer shall pay all shipping charges and bear all risk of loss with respect to any repaired Equipment. In the event Customer decides not to have the malfunctioning Equipment component repaired, ROAMWORKS shall charge Customer its then-current analysis fee, as set for in Appendix 1

1.3 On-Site Services. In addition to the Maintenance Plans described in Section 1.1 of this Article III, Customer may request that ROAMWORKS dispatch Service Desk personnel to Customer's site to inspect, repair, replace and/or install the repaired or replaced Equipment. ROAMWORKS will perform such services on a per-occurrence, time and materials basis, at ROAMWORKS's then-current rates. Customer will reimburse ROAMWORKS for all expenses incurred (such as travel and lodging).

2. Equipment Warranty. In the event ROAMWORKS provides a warranty for any Equipment, and Customer believes the Equipment fails to conform to such warranty, Customer must notify ROAMWORKS promptly, but not later than the end of the applicable warranty period. As Customer's exclusive remedy and sole measure of any recoverable damages by Customer and any third party for breach of such warranty with respect to the Equipment, ROAMWORKS shall respond to valid warranty claims consistent with ROAMWORKS's Standard Maintenance Plan – Advanced Exchange Depot set forth in Section 1.1 of this Article III. Any such warranty will be tracked through Equipment serial numbers and will begin on the date the Equipment component covered by the warranty is shipped to Customer. ROAMWORKS may validate that failed Equipment is covered under warranty. In the event that the failed Equipment is not covered under warranty or Customer's Equipment maintenance plan, Customer will be charged the current list price for the replacement Equipment and will also be charged for services at ROAMWORKS's then-current professional services rates. Customer must return failed Equipment to ROAMWORKS within ten (10) days of Customer's receipt of the RMA number. In the event Customer fails to timely return the Equipment, Customer will be charged the then-current list price for the replacement Equipment.

3. Reimbursement. Customer will reimburse ROAMWORKS for all reasonable expenses incurred and time spent in responding to false maintenance claims, repairing any alterations or modifications to the Equipment made by Customer, and correcting malfunctions resulting from circumstances or events for which maintenance services are limited, inapplicable or excluded. Services ROAMWORKS undertakes in these situations will be treated as professional services rendered by ROAMWORKS and Customer will be charged ROAMWORKS's then-current professional services rates.

4. Limitations and Exclusions.

4.1 Equipment returned for reasons other than malfunction or defect including, without limitation, reasons relating solely to physical appearance, aesthetic quality or other cosmetic factors, battery life, or broken cables, enclosures and connectors will not be considered by ROAMWORKS as qualifying for Equipment maintenance services at no additional charge hereunder, whether during or after the applicable warranty term (if any).

4.2 Malfunctioning Equipment or damage to Equipment caused by the following circumstances will not be considered by ROAMWORKS as qualifying for Equipment maintenance services at no additional charge hereunder, whether during or after the applicable warranty period (if any): (a) failure to operate the Equipment continually in a suitable operating environment as designated by ROAMWORKS or the manufacturer of the Equipment; (b) neglect or abuse of the Equipment; (c) accident or disaster (including, but not limited to, flood, fire and lightning); (d) alteration by Customer or any third party other than ROAMWORKS; (e) use of the Equipment with electrical systems external to the Equipment or accessories, attachments or other devices not furnished by ROAMWORKS; (f) faulty electrical power (e.g., not properly grounded, surge suppressed, etc.); (g) relocation or moving of any Equipment; or (h) malfunctions or other problems relating to the Equipment caused by computer programs other than the ROAM Software or ROAM SaaS Services.

4.3 On-Site Equipment maintenance will not be provided in the following circumstances: (a) if Customer refuses to allow the ROAMWORKS Service Desk to troubleshoot ROAM Software or ROAM SaaS Services related to the Equipment; or (b) Customer refuses or delays on-site access to Service Desk personnel dispatched to support Customer.

4.4 Customer shall pay the current list price for any Equipment returned for any of the reasons set forth in this Section 4 of Article III.

4.5 Equipment upgrades may be necessary because of an Equipment component's performance or end of life. ROAMWORKS, at its discretion, may substitute Equipment of equal or greater functionality.

4.6 When practicable, ROAMWORKS will provide end of life notification to Customer at least thirty (30) days prior to the last date that the Equipment is available for purchase from ROAMWORKS. Because ROAMWORKS provides Equipment maintenance services by stocking a specific quantity of inventory based upon previous Equipment usage history, the date that Equipment maintenance services end may vary due to fluctuations in Equipment usage.

4.7 ROAMWORKS will not be responsible for backing-up, removing, protecting or restoring programs, data or removable storage media contained in or operating on any component of failed Equipment.

4.8 ROAMWORKS will not be required to provide maintenance service for equipment which has not been supplied by ROAMWORKS, notwithstanding that it may be part of Customer's integrated solution.

5.1 ROAMWORKS will not be responsible for installing Non-ROAMWORKS Equipment.

5.2 ROAMWORKS will not be responsible for inspecting and troubleshooting Non-ROAMWORKS Equipment.

5. Non-ROAMWORKS Equipment.

5.3 ROAMWORKS will not be responsible for providing Service Desk support for Non-ROAMWORKS Equipment.

APPENDIX 1 – SERVICES, TIMEFRAMES & FEES

Purchase Order Delivery Timeframes:

The below grid provides breakdown of products and an estimate of expected deliver, once a purchase order is placed by the customer. These timeframes are for customer reference only and shall not be considered as an obligation to ROAMWORKS.

AVL												
Basic							Advanced					
Purchase Order Quantity	10 Assets	20 Asset	50 Asset	100 Asset	150 Asset	200 Asset	10 Asset	20 Asset	50 Asset	100 Asset	150 Asset	200 Asset
Purchase Order Delivery (in days)	0.5	1	3	5	8	10	0.5	1	2.5	5	7.5	10
Purchase Order Commissioning (in days)	0.5	1	3	5	8	10	1.5	3	7	14	21	28
Delivery Lead Time (For 100 Devices)	3 weeks											
Delivery Lead Time (For 500 Devices)	3-9 weeks											

TOMS						
Advanced						
Purchase Order Quantity	10 Asset	20 Asset	50 Asset	100 Asset	150 Asset	200 Asset
Purchase Order Delivery (in days)	0.5	1	3.5	6	9	12
Purchase Order Commissioning (in days)	15	30	75	150	225	300
Delivery Lead Time (For 100 Devices)	4 weeks					
Delivery Lead Time (For 500 Devices)	8-10 weeks					

HEMS												
Basic							Advanced					
Purchase Order Quantity	10 Asset	20 Asset	50 Asset	100 Asset	150 Asset	200 Asset	10 Asset	20 Asset	50 Asset	100 Asset	150 Asset	200 Asset
Purchase Order Delivery (in days)	0.5	1	3	5	8	10	0.5	1	3.5	6	9	12
Purchase Order Commissioning (in days)	1	3	6	11	17	22	4	7.5	19	37.5	56	75
Delivery Lead Time (For 100 Devices)	3 weeks											
Delivery Lead Time (For 500 Devices)	8-9 weeks											

REEFER												
Basic							Advanced					
Purchase Order Quantity	10 Asset	20 Asset	50 Asset	100 Asset	150 Asset	200 Asset	10 Asset	20 Asset	50 Asset	100 Asset	150 Asset	200 Asset
Purchase Order Delivery (in days)	0.5	1	3	5	8	10	0.5	1	3.5	6	9	12
Purchase Order Commissioning (in days)	5	10	25	50	75	100	6	12.5	31	62	94	125
Delivery Lead Time (For 100 Devices)	3 weeks											
Delivery Lead Time (For 500 Devices)	8-9 weeks											

CARGO SECURITY						
Advanced						
Purchase Order Quantity	10 Asset	20 Asset	50 Asset	100 Asset	150 Asset	200 Asset
Purchase Order Delivery (in days)	0.5	1	3.5	6	9	12
Purchase Order Commissioning (in days)	10	20	50	100	150	200
Delivery Lead Time (For 100 Devices)	4 weeks					
Delivery Lead Time (For 500 Devices)	9-10 weeks					

Trainings	Session Included	Duration (Hrs)
<u>Site Installations (If required)</u> Services Include: Training on hardware device installation, troubleshooting and safe practices	2	8
<u>Software Platform</u> Services Include: - User role and access permissions - Overview of the application - Widget customization - Managing attributes - Setting up alarms, notification & reports	3	3

After Sale Services & Fee Grid:

Time Frame & Price Grid (After Sale Services)								
UAE price model/unit	AVL		HEMS		Reefer		Cargo Security	TOMS (E-Lock)
	Basic	Advanced	Basic	Advanced	Basic	Advanced	Advanced	Advanced
Re-Installation								
Time required per service (in hrs)	0.45	2.15	1.45	3	4	5	9	12
Cost price per service (in USD)	34	60	80	120	152	186	318	504
Un-Installation								
Time required per service (in hrs)	0.30	1	1	1	1	1	2	2
Cost price per service (in USD)	10	20	20	20	20	20	36	36

Global Services Grid	AVL		HEMS		Reefer		Cargo Security	TOMS (E-Lock)
	Basic	Advanced	Basic	Advanced	Basic	Advanced	Advanced	Advanced
Re-Installation								
Time required per service (in hrs)	0.45	2.15	1.45	3	4	5	9	12
Cost price per service (in USD)	31	54	73	113	141	171	292	463
Un-Installation								
Time required per service (in hrs)	0.5	1	1	1	1	1	2	2
Cost price per service (in USD)	8	15	15	15	15	15	30	30

Site Visit	Visit	Cost (in USD)	in Hrs
Site visit to attend customers incident request	1	30	1

Trainings	Session	Cost (in USD)	in Hrs
<u>Site Installations</u> Services Include: - Installation on the product sold to the customer - Troubleshooting guidelines and safe practices	1	120	8
<u>Field Support & Supervision</u> Services Include: - Supervise the field installation - Provide knowledge on optimum process of installation - Diagnose device connections (*Applicable if installation is handled by client and needs RW assistance to supervise the process)	1	120	8
<u>Software Platform</u> Service Include: - User role and access permissions - Overview of the application - Widget customization - Managing attributes - Setting up alarms, notification & reports	1	65	3

Device Analysis	Unit	Cost (in USD)
Services Include: - Full functionality test of hardware device - Detailed report on the test results - Estimation of time and cost of Repair/Replacement	1	5

- * Terms & Conditions:
- Maximum up to 10 trainees allowed per training session.
 - Cost incurred for travel & stay are excluded from the global price grid, and will be invoiced to the customer directly.