

Roambee Services

This Schedule sets out the additional terms and conditions applicable to the Customer’s use of the Rogers Roambee Services which are stipulated in the Product Quotation. This Schedule is an attachment to and forms an integral part of the Customer’s Master Enterprise Customer Agreement (the “**Agreement**”) with Rogers. The Customer agrees to be bound by the terms and conditions set out in the Agreement, which include without limitation this attachment and any other attachments to the Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

1. **Product Description.** This Product Description pertains specifically to the Roambee services supplied by Rogers to the Customer (the “Services”).

Roambee Services provide real-time global monitoring and visibility services for in-transit goods and field assets. Roambee devices gather data to track, alert, analyze and improve security conditions and efficiency for individual goods and assets indoors, outdoors and in-transit.

Roambee Services requires both: (i) the Roambee Web Portal; and (ii) sensors, beacons and locks (each or together referred to herein as “**Hardware**”) described in Table 2 and 3 below.

Roambee sensors and beacons gather real-time data on Customer shipments or assets. The Roambee end-to-end IoT platform (the “**Honeycomb Platform**”), using a series of gateways and sensors, provides granular visibility for the Customer to track and monitor the condition and shipment of Customer packages at all stages of transportation. This information can be accessed via different reports and dash boards.





Roambee devices are simple to install, with no up-front investment which makes the solution flexible and scalable. Customer may require professional services depending on the complexity of the solution. The prices for such services are as follows:

Table 1: Professional Services Prices

Professional Services	Price (CAD) per hour
Project Management Services ¹	\$325
Engineering Services ¹	\$278.57
Installation Services ¹	\$92.86

¹ All travel related expenses will be billed as actuals

Table 2: Roambee Hardware Features- Cellular Based Devices

Sn	Description	BeeSense & BeeSense Air	BeeTrac	BeeAsset	BeeLock
					
1	Dimensions				
a	Width x Depth x Height (mm)	130 x 80 x 27	43 x 32 x 92	87 x 51 x 30	200 x 115 x 37 Lock Loop: 120 x 63
b	Weight (grams)	300 +/- 10g	102	140	700
2	Power and Battery				
a	Rechargeable	BeeSense - Rechargeable BeeSense Air - 4 Double AA Battery	x	Non-Rechargeable	x
b	Operating Temperature (C)	-20°C to 65° C	-20°C to 55° C	-25°C to 55° C	-20°C to 60° C
c	Charging Time	18 hours (full charge) ; 12 hours (92% charge)		NA	
d	Battery Life	2250 hours / 90 days @ 60 minute reporting 90 days on 1 event an hour in Optimum Mode 60 days on 1 event an hour in Normal Mode These results achieved in ambient environment of 25°C (77° F) & 75% humidity	Upto 45 days (Based on ping every 1 hr)	3+ years (Based on ping 1 per day)	Upto 30 days on a Single Charge
e	Transmitting interval	5 mins to 24 Hours	5 mins to 24 Hours		

Rogers Business – Roambee Services

3	Sensors				
a	NIST Calibrated Temperature	x			
b	Temperature	x	x	x	
c	Location	x	x	x	x
d	Humidity	x			
e	Pressure/ Altitude	x			
f	Ambient Light	x			
g	Tamper	x			
h	Shock	x			x
i	Acceleration	x	x		
j	Gyro(Tilt)	x			
4	Connectivity	GSM/GPRS/Edge, 3G	GPRS, TCP , SMS, LTE, LTE-M, NB-IoT	GSM, LTE, LTE-M, NB-IoT	3G
a	Wi-Fi (2.4 -2.5 GHz)	x			
b	BLE (Bluetooth Low Energy)	x			
5	Safety Standards & Certifications				
a	Regulatory Approvals	RoHS, CE, FCC	CE, FCC Part 15, PTCRB T-Mobile	CE,FCC	CE,FCC (Part 15), RoHS
b	Environmental rating	IP65	IP50	IP67	IP67
6	Data Storage Capacity	2MBytes, 22500 location, Sensor Data and Events 2+ years of data on 1 event / hour, 2250+ readings/full charge			
7	Mode				
a	Airplane Mode	Turn off transmission when in flight			
b	Optimum Mode	GPS and GSM modem goes to "sleep" mode and wakes up only at reporting interval. Wakes up for approx 5 mins at each reporting interval and goes back to sleep mode			
c	Normal Mode	GPS and GSM modem is "always on", communication with device available any time			

Table 3: Require BeeSense / BeeSense Air Unit as a Gateway.

Sn	Description	BeeBeacon Plus	BeeBeacon
1	Dimensions		
a	Width x Depth x Height (mm)	70 x 25 x 15	E6Y: 42.5 x 23.5 x 6.8 , E6M: 52.5 x 23.5 x 6.8
b	Weight (grams)	34	E6Y: 7.1, E6M: 7.6
2	Power and Battery		
a	Non - Rechargeable	x	x
b	Operating Temperature (C)	-20°C to 65° C	-20°C to 65° C
c	Battery Life	6 months	upto 5 years (based on one ping every 10 seconds)
d	Transmitting interval	10 seconds to 5 mins (default 30 sec)	Default 10 seconds
3	Sensors		
a	NIST Calibrated Temperature	x	
b	Temperature		x
c	Humidity	x	
d	Pressure/ Altitude	x	
e	Ambient Light	x	
f	Tamper	x	x
g	Shock	x	
h	Acceleration	x	
i	Gyro(Tilt)	x	
4	Connectivity		
a	BLE (Bluetooth Low Energy)	x	x
b	Range	50 m(150 ft), direct line of sight, +4dBm Tx power	50 meters (150 ft)
5	Safety Standards & Certifications		
a	Regulatory Approvals	RoHS, CE, FCC part 15, NIST traceable and 3-point Certification of Validation, FAA compliance - RTCA/DO - 160	CE(EN300-328/EN301-489/EN60950/EN62479) FCC Part 15
b	Environmental rating	IP55	IP65
6	Data Storage Capacity	5000 Records, Non-Volatile 128K EEPROM Multiple Use Function:Power on Device, Status update on LED, Shipment Marker Start / Status/End	

- 1.1. **Roambee Services Features:** Data provided by Roambee Hardware is processed through the Honeycomb Platform. The data collected by the Hardware is transmitted to a secure cloud through robust connectivity options including global cellular, Wi-Fi and NB-IoT. Examples of Hardware data include:
- i) Location
 - ii) Humidity
 - iii) Shock (impact)
 - iv) Temperature
 - v) Air pressure (altitude)
 - vi) Acceleration
 - vii) NSIT calibrated temperature
 - viii) Ambient Light
 - ix) Tilt

The Honeycomb Platform is offered as a Software as a service (SaaS) portal provided to every customer using Roambee Services at no additional charge. It provides granular visibility for the Customer to track and monitor the condition of assets and shipments of Customer packages at all stages of transportation. This information can be accessed via different reports and dash boards.

- 1.2. **Rental User Bundles.** Subject to the three (3) Month Termination Window (as further defined), the monthly subscription service period is for a minimum term of thirty-six (36) months. Customer must subscribe to Roambee Services for a thirty-six (36) month Service Term and chose a subscription bundle per subscriber based on individual needs. Customer must return the Hardware at the end of the Service Term if Customer does not wish to extend the Roambee Services. Available bundles include:
- i) BeeSense: This bundle includes Hardware, Software (Roambee Portal) and connectivity. It includes a SIM enabled device that works on 3G and Wi-Fi.
 - ii) BeeSense Air: This bundle includes Hardware, Software (Roambee Portal) and connectivity. It includes a SIM enabled device that works on 3G and Wi-Fi. It is used in-flight only and has four (4) double AA battery. Functions are similar to those of BeeSense.
 - iii) BeeBeacon This bundle includes Hardware and Software (Roambee Portal). It includes a Bluetooth enabled device that works in conjunction with BeeSense.
 - iv) BeeBeacon Plus This bundle includes Hardware and Software (Roambee Portal). It includes a Bluetooth enabled device that works in conjunction with BeeSense
 - v) BeeLock: This bundle includes Hardware, Software (Roambee Portal) and connectivity. It includes a SIM enabled device that works on 3G.
 - vi) BeeTrac This bundle includes Hardware, Software (Roambee Portal) and connectivity. It includes a SIM enabled device that works on 3G, LTE, LTE-M and NB-IoT.
 - vii) BeeAsset: This bundle includes Hardware, Software (Roambee Portal) and connectivity. It includes a SIM enabled device that works on LTE, LTE-M and NB-IoT. It is a fixed battery device.
- 1.3. **Purchase & Service User Bundle.** Subject to the three (3) Month Termination Window (as further defined), the purchase & service user bundle service period is for a minimum term of thirty-six (36) months. Customer must pay for the Hardware upfront (one-time) and subscribe to Roambee monthly services for a thirty-six (36)-month Service Term. Customer may choose a purchase & service user bundle per subscriber based on individual needs. Customer will own the Hardware following Rogers' receipt of full payment. Available bundles include:
- i) BeeBeacon Plus: Customer pays upfront for the Hardware. Customer must also subscribe to a monthly service for the software. This bundle includes Hardware and Software (Roambee Portal). It includes a Bluetooth enabled device that works in conjunction with BeeSense.
 - ii) BeeBeacon: Customer pays upfront for the Hardware. Customer must also subscribe to a monthly service for the software This bundle includes Hardware and Software (Roambee Portal). It includes a Bluetooth enabled device that works in conjunction with BeeSense.
 - iii) BeeAsset: Customer pays upfront for the Hardware. Customer must also subscribe to a monthly service for the software & connectivity. This bundle includes Hardware, Software (Roambee Portal) and connectivity. It includes a SIM enabled device that works on LTE, LTE-M and NB-IoT. It is a fixed battery device.

To satisfy various organizational and user type needs, access to the Roambee Services can be configured for Customer requirements.

- 1.4. **Customer Support.** Roambee will provide support for the Services on behalf of Rogers as set forth below:

- i) Support for the implementation of the Services, as well as troubleshooting;
- ii) E-mail support for assistance in identifying and resolving errors. Errors include operation and functionality defects, security defects, viruses and bugs;
- iii) Monitoring the Services to ensure that they are being provided in accordance with this Schedule;
- iv) Prompt reporting of all outages, including performance degradation, to the Customer’s Business Authorized User; and
- v) Schedule upgrades and maintenance for the Services between the hours of 12:01 a.m. and 6:00 a.m. local Customer time Monday to Sunday (the “Maintenance Window”) when required.

Customer support is provided by email or over the phone. Roambee’s contact information is outlined in Table 4 below.

Table 4: Roambee Technical Support Contact Information

Support Toll Free Number (from Canada)	1-844-511-6965
Support Email Address	support@roambee.com
Support Hours of Operation (EST)	9:00am to 6:00pm (EST) Monday to Friday inclusive, excluding all observed public statutory holidays.
Language of Support (English only or English and French or French only)	English
Escalation Contact details (Name, Email and Phone)	Juan Carlos Sanmiquel, jsanmiquel@roambee.com +52 (222) 421-6617

- 1.5. **Return of Defective Hardware.** Roambee is responsible for Hardware related issues and Customer may return defective Hardware directly to Roambee. Roambee will provide the shipping label for defective hardware returns. Prior to returning defective Hardware, Customer must advise Roambee of Hardware issues in writing (at support@roambee.com) and Roambee will, subject to availability and market factors, strive to ensure that a replacement is received within fourteen (14) days of Roambee becoming aware that a replacement is required. Customer must return defective Hardware to the following address:

Attention: Rick Dhiman, VP Operations
 3120 De La Cruz Blvd, #210
 Santa Clara, CA 95054 USA
 Phone: (408) 216-3753

For billing and account information, Customer can reach out to Rogers. Roger’s contact information is outlined in Table 5 below.

Table 5: Rogers Billing & Account Details Support Contact Information

Support Toll Free Number (from Canada)	1-800-958-5000
Support Email Address	iotbcs@rci.rogers.com
Support Hours of Operation (EST)	Mon-Fri 8:30am-5:00pm EST

- 1.6. **Network Connectivity and Coverage.** In order to access Roambee Services, Customer will require network connectivity.

At a minimum, Customer must have Internet connectivity to reach the Roambee Web Portal. This Internet connectivity is required to provide system administration access and to support Roambee device management requirements that are only available via the Roambee Web Portal.

Rogers’ network coverage and Technologies (as defined below) used by Rogers can be found here: <https://www.rogers.com/consumer/wireless/network-coverage>. The coverage map accessible via the above-mentioned link is a general representation of Rogers’ wireless coverage where indicated. The areas shown are approximate. Actual coverage area may vary from map graphics. Coverage may be enlarged or reduced in scope from time to time by Rogers in its sole discretion. Charges are based on the location of the site receiving and transmitting the signal, not the location of the subscriber.

“Technologies” — means the current technologies used by Rogers to provide the wireless connectivity, as well as any technology Rogers may use in the future.

1.7. **System Administration.**

- i) Customer will have access to self-administration capabilities through the secure Roambee Web Portal. Two levels of administrative access are available:
 - a) System Administration – which provides designated Customer administrators with access to system level features as well as features for all end users
 - b) End User Administration – which provides end users with limited portal access or a mobile self-service application for iOS and Android devices and restricts them to management of their specific end user features only.
- ii) Customer should note that users cannot be activated or deactivated through the Roambee Web Portal. Designated system administrators must call Roambee Customer Care organization to have users added or removed from the Customer’s Roambee Service.

2. **Product Terms and Conditions.**

- 2.1. **Termination Fees.** Customer will have a one-time opportunity to cancel the Services within the first three (3) months of the Service Term (“3 Month Termination Window”) without paying Termination Fees by providing written notice of such to Rogers and Roambee (at Rogers.BusinessSupport@rci.rogers.com and support@roambee.com respectively) prior to the seventy-fifth (75th) day of the three (3) Month Termination Window (i.e. minimum fifteen (15) days advance notice). If the Customer terminates the Services for any reason other than the three (3) Month Termination Window or for cause as permitted under the Agreement, or if Rogers terminates the Services for cause as permitted under the Agreement, the Customer shall pay to Rogers, as liquidated damages and not as a penalty, a termination fee which is an amount that is equal to one hundred percent (100%) of the remaining monthly fees for the terminated service that would have been payable to the end of the Service Term.

Such termination liability shall be payable on the effective date of any and all terminations. Customer must either return all Hardware associated with the Services to the address below within thirty (30) days of termination or pay Rogers the applicable Hardware price outlined in Section 17.

Returned Hardware should be in operational condition or Customer will be subject to additional fees.

Attention: *Rick Dhiman, VP Operations*
3120 De La Cruz Blvd, #210
Santa Clara, CA 95054 USA
Phone: (408) 216-3753

2.2. **Charges.**

- (a) Services are billed on a monthly, per subscription basis. Billing begins as soon as Customer has received the Hardware at their premises. Customer will receive the Hardware with the Services activated.
- (b) Monthly charges for the Services subscription fees will be fixed for the duration of the Initial Service Term set out in the Product Quotation. Any subscriptions added during the Initial Service Term will be charged at the then current subscription rate for a new thirty-six (36) month Service Term.
- (c) Additional Hardware required for Services will be quoted via a Product Quotation.
- (d) Portal on-boarding is included in quoted Service fees.
- (e) Customer is responsible for shipping cost which will be included on the first or second invoice.
- (f) Prices include data charges.

- 2.3. **Initial Service Term.** The Services are provided for an Initial Service Term of thirty-six (36) months from the date that the Hardware is delivered to the Customer.

- 2.4. **Renewal Term.** Upon the expiration of the Initial Service Term or any Service Renewal Term, this schedule will automatically be renewed on the same terms and conditions for consecutive month-to-month renewal period(s) (each a “**Service Renewal Term**”) unless either party provides written notice of non-renewal or cancellation to the other at least ninety (90) days in advance.

2.5. **Hardware Return at End of Service Term.** Customer must either return all Hardware associated with the rental services within thirty (30) days of the end of the Service Term or pay Rogers the applicable Hardware price outlined in Table 6. Customer will be responsible for the shipping cost. Returned Hardware should be in operational condition or Customer will be subject to additional fees. Hardware must be returned to the address outlined in Section 2.1.

2.6. **Limitation of Liability.** Notwithstanding anything to the contrary in the Agreement, Rogers’ total cumulative liability for Damages arising out of or in connection with the provision of Products or Services under this Schedule, whether arising in negligence, tort, statute, equity, contract, common law, or any other cause of action or legal theory even if Rogers has been advised of the possibility of those damages, is limited to direct, actual, provable Damages and will in no event exceed an amount equal to the total aggregate monthly fees paid for the Products or Services provided pursuant to this Schedule during the three month period before the event giving rise to the Damages, less all discounts and credits and amounts paid for previous Damages for such Service. Roger’s liability shall be limited in all cases to direct damages and in no event shall Rogers be liable for lost profits, loss of data, economic loss, down time costs, costs of substitute goods or services, lost goodwill, loss from work stoppage, cost of overhead, loss of anticipated benefits hereunder, or any indirect, incidental, consequential, special or exemplary or punitive damages of any kind.

Customer’s sole and exclusive remedy and Rogers’ entire liability for breach of the Hardware warranty will be the repair or, at Rogers’ option and expense, replacement of defective Product, or components thereof in accordance with the Hardware warranty provided.

2.7. **Terms of Service.** Customer will need to accept Terms of Service in the Roambee Web Portal at first login in order to use the Services.

2.8. **Warranty.** Hardware will be covered by a one (1) year manufacturer’s warranty.

2.9. **Lost & Damaged Devices.**

- i) For Rental Option, lost or damaged device fees are outlined in Table 6.
- ii) For Purchase & Service Option, Customer would need to purchase new Hardware based on the product quotation.
- iii) For fixed battery devices (e.g. BeeAsset, BeeBeacon, and BeeBeacon Plus), if the battery dies out before the end of the thirty-six (36) month Service Term:
 - a) Where the device is rented: devices will be replaced by Roambee free of charge (including shipping);
 - b) Where the device is purchased: Roambee guarantees that the battery in BeeAsset will support at least eight hundred and seventy-six (876) pings from the device. If the device has made fewer than eight hundred and seventy-six (876) pings when the battery dies, the device will be replaced by Roambee free of charge (including shipping). If the device has made eight hundred and seventy-six (876) or more pings when the battery dies, then no replacement will be made and Customer may purchase a new device or take the device out of circulation.

2.10. **Hardware Price.**

Table 6: Hardware Price

Product Name	Price (CAD)
BeeSense	\$176.43
BeeSense Air	\$176.43
BeeTrac	\$92.86
BeeLock	\$325.00
BeeAsset	\$139.29
BeeBeacon	\$13.00
BeeBeacon Plus	\$27.86

2.11. **Accessories Price.**

Product Name	Price (CAD) / Device
BeeSense Holder (BS-HLD-1)	\$37.14
BeeSense Charger 1 (BS-PWR-1)	\$14.86
BeeSense Charger 10 (BB-PWR-10)	\$37.14
BeeLock Cable (35cm)	\$1.86
BeeLock Cable (100cm)	\$18.57
BeeLock RFID Access Card	\$37.14

- (a) This is applicable for both the Rental and Purchase & Service Option.
- (b) This is a One-time cost per device.

2.12. **API Notes.**

- i) Price provided for Roambee Services (Rental and Purchase & Service Option) includes API integration cost & services.
- ii) API services are for customers who want to extract data from the Roambee Platform and post in their cloud or on-premise software.
- iii) This may include data such as last seen, ETA, current location and other available data points,
- iv) Customers may also want the ability to push data from their software into Roambee Platform such as order details, address of origin, address of destination, route, bill of landing and more.