

# OmboriGrid Pricing and Billing Policy

## 1. Introduction

- 1.1 This pricing and billing policy (this "**Policy**") details the pricing and billing structure of OmboriGrid AB, company registration no 556841-1333, ("**OmboriGrid**") applied by OmboriGrid in relation to its ultimate customers (each an "**End-Customer**") and solution and service partners (each a "**Partner**").
- 1.2 This Policy sets out the pricing and billing structure applied by OmboriGrid for subscriptions to the OmboriGrid Platform and the OmboriGrid Marketplace (collectively the "**Platform**"), subscriptions to any applications offered through the OmboriGrid Marketplace (each an "**App**"), and any services offered by OmboriGrid ("**OmboriGrid Services**").
- 1.3 Subscriptions to the Platform and the Apps are collectively referred to as the "**Subscriptions**".
- 1.4 If OmboriGrid has employed a Partner for the purpose of soliciting orders from End-Customers for subscriptions to the Apps, the Platform or any other solutions offered by OmboriGrid (as specified in a Partner Agreement entered into between OmboriGrid and the Partner in each case) the Partner shall be obligated to accept and agree to this Policy.
- 1.5 Where a Partner has contracted OmboriGrid to purchase OmboriGrid Services, and/or subscriptions to the Platform, and/or subscriptions to any App, such Partner shall be considered an End-Customer in relation to OmboriGrid, in which case all references to "End-Customer" and "End-Customers" in this Policy shall be deemed to include the Partner.

## 2. Price List

- 2.1 All prices for Subscriptions, App and Platform consumption, Tenant Plans and Support Plans and the OmboriGrid Services are stated in the price list applied by OmboriGrid from time to time, available in the Platform.

## 3. Apps Pricing, Consumption and Billing

- 3.1 OmboriGrid will charge End-Customers for Apps based on configuration and App type, as specified below. The End-Customers will be charged a subscription fee for their subscription to each App. The subscription fee makes up part of the End-Customer's total consumption.
- 3.2 Unless otherwise agreed between OmboriGrid and the End-Customer in writing, the fees paid by the End-Customer for the Apps shall be deemed to cover consumption of network connected devices that which are managed by OmboriGrid together with the Apps, or which are endorsed by OmboriGrid (as applicable). Notwithstanding the foregoing, OmboriGrid shall always have the right to charge the End-Customer for any screen or device consumption where the App offered to the End-Customer is offered free of charge or where OmboriGrid has been compensated for the App by means of a separate agreement between OmboriGrid and the End-Customer.
- 3.3 OmboriGrid offers the following categories of Apps through the OmboriGrid Marketplace:
  - a) Screen Apps

- b) IoT Apps
- c) Mobile Apps
- d) Cloud Apps

3.4 An App is accessed by End-Customers through a web management user interface in the Platform (the “**Ombori Grid Console**”). Each App can be configured depending on the End-Customer's needs. In addition, each App will have a number of instances depending on the App category (i.e. number of screens for a Screen App, number of devices for an IoT App, or number of endpoints for a Mobile App). For Cloud Apps, only one instance per installation is available. When the App has been configured and the number of instances chosen, the App is installed and can thereafter be utilized by the End-Customer. Thus, an installation includes: (i) an App, (ii) an End-Customer specific configuration of that App, and (iii) the number of chosen instances for that App. The same App can have multiple installations but only one configuration is possible per installation.

3.5 Depending on if the End-Customer has chosen the Standard Billing Plan or the Enterprise Billing Plan, as specified in Section 7, the End-Customer will be charged or billed for the Apps (as applicable) as follows:

- a) Screen Apps: Per screen and calendar day.
- b) IoT Apps: Per device and calendar day.
- c) Mobile Apps: Per endpoint and calendar day.
- d) Cloud Apps: Per instance and day.

3.6 All fees for the Apps will be charged per calendar day but the End-Customer will be billed for the previous calendar month of consumption at the beginning of the current calendar month. If an End-Customer has started its subscription period for an App during that month, the End-Customer will only be charged for the actual number of days that the End-Customer has had access to that App.

3.7 For clarity, all fees are based on the number of days that the End-Customer has access to an App and the End-Customer will be charged for an Apps regardless of if the End-Customer has accessed or used, or had the ability to access or use, an App or not. The End-Customer is billed per installation and per instance regardless of if the App or the device which is managed together with the App (such as a screen or a device) is powered up, active or available to the End-Customer. The End-Customer will be billed for an App for as long the App is marked as installed in the Ombori Grid Console. The End-Customer may at any time log in to the Ombori Grid Console and remove an instance from the installation. After this is done, the End-Customer will no longer be billed for that instance. Removal of an instance from the installation will not affect other billing (e.g. billing for other instances or billing for consumption).

#### **4. Apps and Platform Consumption**

4.1 OmboriGrid will charge End-Customers for consumption of the Apps and the Platform. The End-Customer will be charged for actual consumption in accordance with the following:

- a) Data transfers: Per MB transferred.
- b) Data storage: Per MB stored.
- c) User accounts: Per number of created user accounts.

- d) Video transcoding: Per minute of video.
- e) SMS messages: Per message.

4.2 A predefined amount of consumption is included in each Tenant Plan. The amount of consumption included varies depending on the Tenant Plan. If the End-Customer exceeds the amount of consumption included in a Tenant Plan for a specific month, the End-Customer will be charged for all consumption exceeding the maximum amount of consumption included in that Tenant Plan.

## 5. Tenant Plans

5.1 In addition to a model where the End-Customer is continuously charged for App and Platform consumption, OmboriGrid offers a number of plans with a certain amount of consumption included (each a "**Tenant Plan**"). Some Tenant Plans also contain additional features.

5.2 A list and description of the Tenant Plans offered by OmboriGrid and the different features included in each Tenant Plan is available here: [\[URL\]](#).

5.3 The End-Customer will be charged a monthly fee for the Tenant Plan once every calendar month, taking into account the End-Customer's actual consumption during the past calendar month. Actual consumption will be counted against the consumption included in the End-Customer's Tenant Plan.

5.4 When purchasing a Tenant Plan the End-Customer will be required to register for a tenant ("**Tenant**") and choose and state the currency that the End-Customer wishes to be charged in. The currency chosen by the End-Customer is connected to the End-Customer's Tenant, designated for that End-Customer by OmboriGrid. Should the End-Customer wish to change the currency in the future, the End-Customer will have to register for a new Tenant. Where the End-Customer has purchased the Subscriptions, the OmboriGrid Services or any other OmboriGrid solution or service through a Partner, the End-Customer will be assigned one Tenant per Partner.

## 6. Support Plans

6.1 The End-Customer may choose to purchase support from OmboriGrid by purchasing a support plan (each a "**Support Plan**"). Each Support Plan includes a Service Level Agreement which details, inter alia, service levels, provisions on incident handling and response times. In order to subscribe to a Support Plan the End-Customer is required to accept and agree to the terms of the Service Level Agreement.

6.2 A list of the Support Plans offered by OmboriGrid is available here: [\[URL\]](#).

6.3 The End-Customer will be charged a monthly fee for the Support Plan once every calendar month.

## 7. Billing Plans

7.1 The End-Customer may purchase Subscriptions, a Tenant Plan or a Support Plan, and/or OmboriGrid Services either (i) directly via OmboriGrid (in which case the End-Customer will be required to provide credit card details in connection with the End-Customer placing its order), or (ii) through a Partner, where the End-Customer has an on-going subscription with that Partner ("**Standard Billing Plan**"). Such orders

and purchases will be charged to the End-Customer's credit card (if purchased directly through OmboriGrid) or billed to the End-Customer by the Partner.

- 7.2 An alternative to the Standard Billing Plan is the Enterprise Billing Plan ("**Enterprise Billing Plan**"). If the End-Customer wishes to receive invoices instead of being charged by credit card, the End-Customer needs to opt in for an Enterprise Billing Plan. Where the End-Customer has chosen an Enterprise Billing Plan the End-Customer will be billed either by OmboriGrid or by a Partner and shall be required to make payments directly to OmboriGrid or to the Partner (as applicable). The Enterprise Billing Plan requires the End-Customer to commit to a predefined level of minimum consumption.
- 7.3 For clarity, all charges for Subscriptions will include the End-Customer's actual consumption where such consumption exceeds any consumption amount included in a Tenant Plan.
- 7.4 Choosing a Standard Billing Plan does not guarantee specific prices. Prices can thus vary up and down and OmboriGrid is free to change the prices at any given moment. Where the End-Customer has chosen an Enterprise Billing Plan, the End-Customer will be guaranteed certain prices in return for the End-Customer committing to a predefined minimum consumption level over a set time period, as specified in each Enterprise Billing Plan. Guaranteed prices means that the End-Customer will be protected against price increases but will benefit from potential price decreases.
- 7.5 When signing up for an Enterprise Billing Plan the End-Customer will be required to pay the committed minimum consumption amount in advance. Amounts pre-paid by the End-Customer cannot be reclaimed at the end of the commitment period. The End-Customer will receive an invoice each month detailing the active Subscriptions and actual consumption during the previous month compared to the committed minimum consumption level. If at the end of a calendar month the End-Customer has exceeded the pre-paid amount, the End-Customer will be charged for any overage.

## **8. General**

- 8.1 In the event any provision of this Policy is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- 8.2 OmboriGrid reserves the right to amend this Policy from time to time, in its sole discretion. All changes to this Policy will become effective upon posting of a revised copy of the Policy on OmboriGrid's website.