

EXHIBIT A: BILLING POLICY

1. General Billing Terms

- i. **Advance Billing:** Decklar charges and collects in advance for the use of Devices & Services as per the Order Form signed by the Customer. The Order Form includes details such as the number of Shipments, number of trips, number of assets, and other terms. Decklar may introduce access to new services that Customers can add for an additional charge.
- ii. **Excess Charges:** Any charges incurred in excess of the Devices & Services tier will be added to the next invoice.
- iii. **Subscription Fee Adjustment:** Upon contract renewal, Decklar may apply an annual escalation of up to 5% to the Subscription Fees as specified in the Order Form. All terms in the Billing Policy and Order Form will continue to apply. This escalation does not apply during the initial contract Term.

2. Lost Devices Fees

Customers are responsible for any damage or loss of Devices once they take possession. Decklar will charge "lost device fees" as per the Order Form and provide replacements, for the Lost Devices.

3. Proration of Subscription

- i. **Pro-rata Billing:** If the Agreement is terminated on any day other than the first or last day of a calendar month, the Subscription fees for that month will be prorated accordingly.
- ii. **Proration for Faulty Devices:** Subscription fees will be prorated for any Faulty Devices returned and not replaced during the month.
- iii. **Credit Note:** Decklar will issue a credit note for the days each Faulty Device and Lost Devices, which are not replaced. Credits are applicable toward future Subscriptions and cannot be converted into cash or refunds and may be applied against future invoices. Decklar shall issue Credit Notes to the Customer in the event of Service downtime, in accordance with the terms and conditions set forth in the applicable Order Form and any stated exceptions therein.

4. Process for Requesting Credits:

The Customer must submit a credit request within 30 days of the Device or Service failure by emailing finance@Decklar.com.

5. Billing Terms After Termination of Agreement:

- i. **Termination Due to Customer's Material Breach:** If this Agreement is terminated due to a Material Breach by the Customer before the end of the Term, the Customer shall immediately pay all outstanding and remaining Subscription Fees as per the Order Form.
- ii. **Termination Due to Decklar's Material Breach:** If this Agreement is terminated due to a Material Breach by Decklar before the end of the Term, the Customer shall be responsible for paying the Subscription Fees accrued up to the effective date of termination.
- iii. **Termination for Convenience:** If the Customer terminates this Agreement without cause before the end of the Term, the Customer shall pay immediately all outstanding and the Subscription Fees for the remaining Term as per the Order Form.