

THESE PRODUCT-SPECIFIC TERMS AND CONDITIONS NEED TO BE READ IN CONJUNCTION WITH THE GENERAL TERMS AND CONDITIONS. WHERE ANY DISCREPANCY OCCURS, THE PROVISIONS OF THESE PRODUCT-SPECIFIC TERMS AND CONDITIONS SHALL APPLY.

1. DEFINITIONS

Capitalised terms not defined herein shall have the meaning ascribed thereto in the General Terms and Conditions. In these Product Terms the following expressions bear the meanings assigned to them hereunder and cognate expressions bear corresponding meanings:

- 1.1. **"Customer Data"** means all data pertaining to the Customer or its end users processed for the purposes of using the Service or facilitating the Customer's use of the Service; the data inputted by the Customer or data pushed by the Device to the Platform or pulled by the Platform from the Device on the Customer's behalf, for the purpose of using the Service or facilitating the Customer's use of the Service; and includes (without limitation) Personal Data;
- 1.2. **"Device"** means any combination of the following elements:
 - 1.2.1. the monitoring device consisting of amongst others the relevant loggers, probes, sensors, meters and cameras together with all embedded software;
 - 1.2.2. communications devices (as may be relevant) together with all embedded software; and peripherals consisting of amongst others antennas, transformers and housing;all of which as more particularly described in the Documentation, and specified in the Subscriber Agreement;
- 1.3. **"Documentation"** means the documentation in respect of the Device and Service, including relevant technical and functional specifications, service levels, user instructions, terms of use, privacy policy and so forth made available online on www.voxtelecom.co.za, the website used to access the Platform, or such other web address as notified from time to time;
- 1.4. **"IoT Network"** means an electronic communications network provided to Vox by a Solution Provider and to which the Device's can connect;
- 1.5. **"Platform"** means the particular platform enabling remote monitoring by the Customer, operated by Vox and/or Solution Provider;
- 1.6. **"Service"** means any combination of the following elements:
 - 1.6.1. procurement, supply, delivery and installation of the Device by Vox to the Customer;
 - 1.6.2. the rental of the Device by Vox to the Customer;
 - 1.6.3. the maintenance and support services to be provided in respect of the Service;
 - 1.6.4. the subscription service under this Subscriber Agreement via the Platform or other website notified to the Customer from time to time; and/or
 - 1.6.5. the electronic communication service enabling communication between the Device and the Platform (if relevant);as more particularly described in the Documentation and in the Subscriber Agreement;
- 1.7. **"Solution Provider"** means a third-party supplier with whom Vox has entered into an appropriate agreement to co-operate in the development, supply and operation of the Device, Platform and/or other service components as may be relevant;
- 1.8. **"Third-Party Licensor"** means a person (including a Solution Provider) supplying any hardware and/or software or content services used in a Platform to Vox;

2. SERVICE DESCRIPTION

- 2.1. The IoT Service is the
 - 2.1.1. ease of Devices capable of connectivity to the IoT Network;
 - 2.1.2. provision of connection to the IoT Network where the IoT Network has coverage; and
 - 2.1.3. integration of Customer Data into the Platform.
- 2.2. Devices never become the property of the Customer.

3. COMMENCEMENT, DURATION AND TERMINATION

- 3.1. This Subscriber Agreement shall commence on the Commencement Date, but the Initial Period shall commence on delivery of the Devices to the Customer.
- 3.2. The Initial Period shall run in respect of all Devices listed in a Quote, regardless of when each individual Device connects to the IoT Network.

4. DELIVERY AND INSTALLATION

- 4.1. Vox shall procure and deliver all Devices on behalf of the Customer upon acceptance of the Subscriber Agreement and receipt of any applicable deposits. The Customer acknowledges that the timely acceptance of the Subscriber Agreement and/or payment of the deposit will impact the lead time and could negatively affect the Activation Date.
- 4.2. All risk in and to the Device and/or SIM Card supplied and delivered by Vox to the Customer shall pass to the Customer on delivery. The Customer shall take out and maintain adequate all risk insurance in the Device as well as public liability insurance pertaining to the use of the Device and/or Service and shall ensure that Vox's interest therein is duly noted in the Policy. The Customer shall provide Vox with proof thereof upon request.

5. MAINTENANCE

- 5.1. The Customer shall be liable for callout charges if the Customer is unwilling or unable to co-operate with the telephonic support provided by the helpdesk.
- 5.2. If the Device and/or Service fails to operate satisfactory for any reason, the Customer shall give notification thereof to Vox by way of telephonic communication to be directed to the help desk of Vox and shall thereafter be confirmed by the Customer by e-mail. The help desk will upon receipt of such communication use its best endeavours to respond in terms of service levels specified in the Documentation, provided that the response time in dealing with such a complaint shall be within a reasonable time after receipt of such notice and having regard to the urgency and nature of the incident and physical location of the Device.

6. INTELLECTUAL PROPERTY

- 6.1. All intellectual property rights and other rights in and to the Platform, any individual component thereof and any modification or customisation thereof (in both machine readable and printed form) belong either to Vox or to its Third-Party Licensor(s).
- 6.2. Vox shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Service or the Platform any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its users relating to the operation of the Service.
- 6.3. Neither Customer nor and any other persons to whom information may have been distributed in terms of this Service shall acquire any proprietary interest in the Platform or the Software and, except as expressly permitted by this Agreement, may not use any of these in any way that infringes Vox or the Third Party Licensor's intellectual property in them.

7. CUSTOMER OBLIGATIONS

- 7.1. The Customer hereby warrants and undertakes in favour of Vox that it:
 - 7.1.1. shall keep a secure password for the use of the Service and shall prevent any unauthorised access to, or use of, the Service and, in the event of any such unauthorised access or use, shall promptly notify Vox;
 - 7.1.2. shall not use nor allow the Service to be used for any application which may, in the event of a malfunction, cause death, personal injury or substantial damage to property and undertakes that it shall indemnify, keep indemnified and hold Vox harmless against any loss, damage, cost, expense of liability in respect of such use;
 - 7.1.3. shall not use nor allow the Service to be used for any improper, immoral or unlawful purpose, nor in any way which may cause an impairment or interruption to the Service;
 - 7.1.4. shall only use the Device and/or SIM Card installed and delivered by Vox to gain access to the Service, and shall comply with all relevant instructions or directives regarding the use of the Service, Device and/or SIM Card as well as any legislation and regulations imposed by any other competent authority;
 - 7.1.5. recognises that no right, title or interest in the software used in the Service and/or embedded in the Device or Platform vests in the Customer;
 - 7.1.6. shall not, and shall not permit any third party to, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, re-publish, download, display, transmit, or distribute all or any portion of the software, Service, Platform and/or Documentation in any form or media or by any means;
 - 7.1.7. shall not, and shall not permit any third party to, reverse compile, reverse engineer, decompile, disassemble, repair, modify or tamper with the Device, software utilised in the Device, Platform and/or Service, nor attempt to do so.
- 7.2. The Customer shall:
 - 7.2.1. at all times keep the Device and/or SIM Card in its possession or under its control and take reasonable care to protect it from loss or damage and shall not allow the Device and/or SIM Card to be removed from the premises in which it was installed;
 - 7.2.2. only allow competent and authorised persons to operate the Device at the Customer's expense and only for the purposes and the manner in which it was designed and intended;
 - 7.2.3. permit Vox to inspect and examine the Device at all reasonable times and arrange for Vox to be admitted to the premises for this purpose;
 - 7.2.4. not allow any removal or obliteration of identification marks or serial numbers in and/or on the SIM Card or Device; and

8. DATA PRIVACY AND PROTECTION

- 8.1. The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility of the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 8.2. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Vox to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Vox.
- 8.3. The Customer shall ensure that its use of the Service and its treatment of Customer Data complies with all applicable laws, rules, regulations and Subscriber Agreements.
- 8.4. The Customer expressly warrants and undertakes that it shall at all times comply with any contractual terms and conditions or legal requirements applicable to the use of location-based services and hereby indemnify and hold Vox harmless against any damages, losses, liabilities, settlements and expenses of whatsoever nature howsoever arising whether in delict, contract or statute.
- 8.5. The Customer gives Vox a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use Customer Data in de-identified aggregated form to create statistical analyses as well as research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). We may make Service Analyses publicly available for non-commercial and commercial gain; however, Service Analyses will not incorporate Customer Data or in a form that could serve to identify Customer or any individual. Vox retains all intellectual property rights in Service Analyses.

9. LOSS, DAMAGE OR DESTRUCTION OF THE DEVICE AND/OR SIM CARD

- 9.1. In the event that the Service is not available to the Customer due to loss, theft or damage to the SIM Card or Device, the Customer shall continue to be liable for all charges in respect of the Subscriber Agreement.
- 9.2. If Vox supplies a SIM Card and/or Device for rental in terms of the Subscriber Agreement and such SIM Card or Device is stolen, the Customer shall immediately notify the South African Police Service and Vox shall, subject to clause 4.2, only be liable for replacement thereof on presentation of the case number.

10. SUSPENSION

- 10.1. Vox may be required to suspend the Service to Customers from time to time because of technical failure or maintenance to the Platform or other disruptions to the IoT Network or due to the acts or omissions of third parties outside the control of Vox. Customers may not cancel the Services because of the suspended Service.
- 10.2. Vox shall be entitled at any time and with immediate effect to suspend the Service or part thereof, or to terminate the Subscriber Agreement – in all cases without liability – in the event that any license, permission or authorisation necessary for the operation of the Service is revoked or temporarily or permanently suspended, or in the event of any act or omission of third parties (outside the control of Vox).

11. TERMINATION

- 11.1. On termination of the Subscriber Agreement (or a line-item Service), Vox shall disconnect the SIM Card and/or Device from the IoT Network.
- 11.2. The Customer shall be required within 7 (seven) days to return the SIM Card and/or Device/s to Vox's registered office at the Customer's sole risk and expense, failing which Vox may elect to:
 - 11.2.1. collect the SIM Card and/or Device, in which event the Customer shall be liable for payment of the collection charge, or if the SIM Card and/or Device is not recoverable for whatsoever reason,
 - 11.2.2. raise an invoice for the replacement cost thereof, which invoice shall be payable on presentation thereof.

12. TERMINATION PENALTIES

- 12.1. Vox confirms and Customer accepts that Vox pays for the IoT Network connectivity annually upfront in respect of each Device.
- 12.2. Accordingly, if the Customer terminates a service without cause with an effective termination date that does not fall on the last day of the Initial Period or a subsequent Renewal Period, then Vox shall levy a cancellation charge equal to the charges that would have become due for the balance of the contract term had the Customer not terminated the service.

13. LIMITATION OF LIABILITY

- 13.1. **Vox shall not be held liable for any losses resulting from the use of the Service. The Customer hereby indemnifies and holds Vox harmless against any loss, damage, cost or expense resulting from the use of the Service.**
- 13.2. Vox will not be liable to the Customer or any third party for any loss or damage arising directly or indirectly as a result of
 - 13.2.1. abuse, misuse or unauthorised use of the Service, Device/s or SIM, which shall include any use contrary to the provisions of this Subscriber Agreement or Documentation or its intended purpose;

- 13.2.2. any delays, delivery failures, or any other loss or damage resulting from the transfer of data over the Platform or the IoT Network;
 - 13.2.3. any delays or failure to perform if such delay is caused by circumstances beyond its control including fire, flood, or other catastrophe or by reason of strike, lockouts, labour disputes or mechanical or electrical breakdown.
- 13.3. Neither party shall be held liable for any indirect, special, or consequential losses (including loss of profit), injury, damage, fines, taxes or other fiscal charges, penalties and claims of any nature whatsoever howsoever arising.
 - 13.4. The Service may not be used for any application which may, in the event of malfunction, cause death, personal injury or substantial damage to property and Vox shall have no liability in instances thereof.
 - 13.5. With the exclusion of clause 13.4 and to the extent permitted in law; In no event shall either party's liability for damages towards the other exceed the value of the subscription costs paid by the Customer in the previous 12 (twelve) months under this Subscriber Agreement.

14. GENERAL

The Customer acknowledges that Vox provides the Service in association with Solution Providers and any reference to a right, system, process of, or decision or action taken by Vox shall by reference include any right, system, process of, or decision or action taken by such Solution Provider as may be appropriate.

15. DISCLAIMER

In addition to the General Terms and Conditions and notwithstanding anything to the contrary, Vox does not warrant that the Service is fit for purpose or will be uninterrupted, error-free or completely secure. The selection of the device and the manner of installation thereof shall at all times be based on the assessment by the Customer of its requirements and the Customer acknowledges and agrees that it does not, and shall not, rely on any information supplied or recommendations made by Vox relating thereto. The parties agree that no other conditions, warranties or representations whether oral or written, and whether express or implied, whether by statute or otherwise shall apply hereto.

16. WARRANTY TO REPRESENT

The signatory warrants that s/he is duly authorised to represent the Customer in concluding these Product Terms with Vox.