

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1. In these Terms, the following words and expressions shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings and cognate words and expressions shall bear corresponding meanings:
  - 1.1.1. **“Affiliates”** means legal entities owned or controlled directly or indirectly now or hereafter by MACROCOMM FLEET ANALYTICS and a company organized under the laws of South Africa. For purposes of this definition “control” shall mean greater than 35% of the voting rights of such entity;
  - 1.1.2. **“Application”** means the document titled ‘Customer Application Form’ for the sale of Products signed by or on behalf of the CUSTOMER, and the annexures to that document;
  - 1.1.3. **“Contract”** means this agreement together with the Application, the General Sales Terms and Conditions and any annexures attached hereto;
  - 1.1.4. **“Commencement Date”** means the date of signature of the Application by MACROCOMM FLEET ANALYTICS;
  - 1.1.5. **“Documentation”** means the MACROCOMM FLEET ANALYTICS Material and data and any other documents provided by MACROCOMM FLEET ANALYTICS to the CUSTOMER;
  - 1.1.6. **“Improvements”** means, in relation to any Product/Solution, all new or enhanced functionality, changes, modifications, improvements, developments, customizations, or adaptations;
  - 1.1.7. **“Intellectual Property Rights”** means all current and future intellectual property rights of any kind whatsoever and however embodied which may subsist or be capable of protection wherever in the world, including (without limitation) patents, trademarks, present and future rights of copyright, rights in and to designs, rights in and to inventions, topography rights, rights in and to trade secrets, rights in and to: trade names, business names, domain names and logos, the right to keep information confidential and private, rights in and to knowhow, rights in and to databases (including rights of extraction), and all rights and forms of protection of a similar nature or having equivalent effect to any of them which may subsist or be capable of protection as at the Commencement Date or thereafter wherever in the world, whether or not any of these is registered and including applications for any such rights or registration thereof and any goodwill related to or arising from such rights
  - 1.1.8. **“Laws”** means all laws, regulations, by-laws, rules, directives, orders and other requirements of any government or any government agency, body or authority, including any regulator or court;
  - 1.1.9. **“MACROCOMM FLEET ANALYTICS”** shall mean MACROCOMM FLEET ANALYTICS (Pty) Ltd, Waterfall Office Point Park, Building 1, Ground Floor, CNR Waterfall and Woodmead Drive Woodmead, Gauteng, South Africa;
  - 1.1.10. **“Materials”** means all products, goods, software, software documentation, documentation, literature, materials, tools, data, information, databases, modules, components, compilations of data, methodologies, processes, policies, procedures, techniques, models, configurations, protocols, routines, interfaces (including API interfaces), reports, plans, notes, files, diagrams, manuals, templates, schematics, correspondence, designs, circuit designs, algorithms, specifications, records, equipment, hardware, servers, computers, platforms, computer code, derivative works, and works of authorship, and irrespective of the form and format of the foregoing and whether tangible or intangible, and any Improvements from time to time;
  - 1.1.11. **“Product”** means the products sold or provided to the CUSTOMER together with the related Services in terms of this Contract and includes all Materials part of or associated with the Products.
  - 1.1.12. **“Services”** means the online service, as available via the MACROCOMM FLEET ANALYTICS Website, and as described in clause 2.

### 2. GENERAL

- 2.1. These General Sales Terms and Conditions shall apply to Products and related Services manufactured and/or provided by MACROCOMM FLEET ANALYTICS (PTY) LTD, a company organized and existing under the Laws of the Republic of South Africa (hereafter “MACROCOMM FLEET ANALYTICS”) to a customer (hereafter the “CUSTOMER”). Any proposal or form of proposal howsoever (hereafter the “Proposal”) made by MACROCOMM FLEET ANALYTICS to the CUSTOMER for its Products shall be governed by these General Sales Terms and Conditions which, unless expressly otherwise agreed in writing, shall prevail in the event of a discrepancy with any other written or oral agreement between MACROCOMM FLEET ANALYTICS and the CUSTOMER.
- 2.2. The Proposal, including without limitation, commercial, technical and financial documents sent to the CUSTOMER together with these General Sales Terms and Conditions, shall be valid for a period of thirty (30) days from the date of its issuance, unless extended by MACROCOMM FLEET ANALYTICS by written notice to the CUSTOMER.
- 2.3. The CUSTOMER’s written acceptance of the Proposal and/or the placement of an order in writing by the CUSTOMER (hereafter the “Order”) shall be deemed the CUSTOMER’s unconditional and irrevocable agreement to these General Sales Terms and Conditions and the waiver of the CUSTOMER’s own purchase terms and conditions or any other similar document. The CUSTOMER shall ensure that the terms of its Order and any applicable specification are complete and accurate.

- 2.4. The Proposal may be subject to alteration and withdrawal by written notice by MACROCOMM FLEET ANALYTICS to the CUSTOMER at any time unless a contract arising therefrom (hereafter the "Contract") has been executed in writing by the CUSTOMER's and MACROCOMM's duly empowered representatives.
- 2.5. If the CUSTOMER accepts the Proposal with additions, modifications, qualifications or assumptions, such acceptance shall be considered a new offer by the CUSTOMER. Any such new offer shall only be binding upon MACROCOMM FLEET ANALYTICS if and to the extent it is accepted in writing by MACROCOMM. Whether the Order was preceded or not by a Proposal, the Contract shall not be deemed binding unless the CUSTOMER has received written acceptance of the Order from MACROCOMM, both concerning the Order, and where applicable, the additions, modifications, qualifications or assumptions thereto (hereafter the "Order Acceptance"). In the event of a discrepancy between the Order and the Order Acceptance, the Order Acceptance shall prevail and determine the terms of the Contract. No Order may be canceled or modified after the date of issuance of the Order Acceptance, except with the prior written approval of MACROCOMM FLEET ANALYTICS and provided that all costs resulting therefrom shall be borne by the CUSTOMER.
- 2.6. The Contract shall consist of:
  - 2.6.1. an agreement signed by both parties and/or the Order and its Order Acceptance agreed upon by both parties, including, as the case may be, any complementary specific and/or special conditions of sale; and
  - 2.6.2. these General Sales Terms and Conditions, which form an integral part of the Contract.
- 2.7. The Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the CUSTOMER purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.8. The Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings (whether oral, in writing or any other form) between the parties. The CUSTOMER acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of MACROCOMM which is not set out in the Contract. Nothing in this clause shall exclude or limit MACROCOMM FLEET ANALYTICS's liability for fraudulent misrepresentation.

### **3. SERVICES**

- 3.1. CUSTOMER will be supplied with a dashboard tool by accessing the MACROCOMM FLEET ANALYTICS Service system.
- 3.2. CUSTOMER shall be able to access the dedicated Website for the Services to obtain Fleet cost analysis on a dashboard platform. The CUSTOMER shall be able to receive either a Standard Fleet Cost Analysis or a customised Fleet Cost Analysis. This shall be dependent on the requirements of the CUSTOMER as recorded in the Order Form.
- 3.3. CUSTOMER is granted a non-exclusive and non-transferable right to use the MACROCOMM FLEET ANALYTICS Service system for cost analysis and optimisation, reporting and planning purposes in the Territory.
- 3.4. CUSTOMER is responsible for:
  - 3.4.1. providing Macrocomm with the information required by MACROCOMM FLEET ANALYTICS to enable it to compile a Fleet Cost Analysis dashboard platform, either in Excel format or CSV format (or such format as may be required from time to time), which information may include, but is not limited to:
    - 3.4.1.1. Vehicle Tracking Units information;
    - 3.4.1.2. Fleet card systems information;
    - 3.4.1.3. Service history expenses information;
    - 3.4.1.4. and such other information as shall be provided by CUSTOMER as stipulated in the Order sourced from CUSTOMER's Fleet and submitted to MACROCOMM FLEET ANALYTICS. Should MACROCOMM FLEET ANALYTICS receive the information referred to in clauses 2.4.1.1 – 2.4.1.4 above directly from a third person service provider, CUSTOMER is responsible to facilitate the access by MACROCOMM FLEET ANALYTICS of such information with such third person service provider.
  - 3.4.2. ensuring that CUSTOMER has properly functioning browser software and Internet access to the MACROCOMM FLEET ANALYTICS Service of sufficient capacity; and
  - 3.4.3. the correct configuration of the MACROCOMM FLEET ANALYTICS Service.
- 3.5. MACROCOMM FLEET ANALYTICS does not warrant that the CUSTOMER will be able to successfully use the MACROCOMM FLEET ANALYTICS Service for the intended use due to the fact that such use depends partly on circumstances beyond MACROCOMM FLEET ANALYTICS' reasonable control, including those circumstances for which the CUSTOMER will be responsible pursuant to clauses 2.4.
- 3.6. Macrocomm reserves the right to change the look and feel of the MACROCOMM FLEET ANALYTICS Service and the way the Fleet Cost Analysis is displayed.
- 3.7. The CUSTOMER acknowledges that MACROCOMM FLEET ANALYTICS collects, compiles, stores and uses, and generally processes aggregated and non-aggregated data and system usage information to maintain and improve the Service and Products, including for technical diagnostics, to detect fraud and abuse, to create Fleet Cost Analysis reports and data, usage reports and for the creation of new products.
- 3.8. The CUSTOMER grants MACROCOMM FLEET ANALYTICS and its Affiliates an irrevocable, perpetual worldwide non-exclusive license to use data and system usage information supplied by it to Macrocomm and anonymized data to enable MACROCOMM FLEET ANALYTICS and its Affiliates to develop, provide, distribute, display, and maintain current and future versions and evolutions of the Service and new MACROCOMM FLEET ANALYTICS or its Affiliates' products and marketing communications and to make the

same available, directly or indirectly (including via its Affiliates), to customers, distributors, resellers and end users, whether for their own use or for further distribution.

- 3.9. MACROCOMM FLEET ANALYTICS will procure Services for the transmission of Fleet Cost Analysis data between the CUSTOMER's designated location and the MACROCOMM FLEET ANALYTICS platform. The CUSTOMER acknowledges and agrees that Macrocomm is dependent on the performance of third parties providing services, and therefore cannot warrant: (i) that the Services will be available on a continuous basis and at any place within the Territory (for instance due to gaps in network coverage and to the fact that these providers reserve the right to suspend their services for maintenance purposes, for security reasons, under instruction of competent authorities etc.); or (ii) the speed at which the data will be transmitted.
- 3.10. By accepting these Service Terms, the Client agrees to be bound by the Fair Use Policy. If the Client regularly uses the Service inappropriately and/or excessively and MACROCOMM FLEET ANALYTICS believes this is affecting the Service MACROCOMM FLEET ANALYTICS will notify the Client about this usage and will ask the Client to change or decrease this kind of usage. If the Client continues to use the Service inappropriately, MACROCOMM FLEET ANALYTICS reserves the right to suspend (a part of) the Service or unilaterally terminate the Contract by providing written notice thereof to the Client.

#### **4. DOCUMENTATION**

- 4.1. The weight, dimensions, size, performance and other specifications of the Products provided for in the technical or commercial documentation (hereafter the "Documentation") of MACROCOMM FLEET ANALYTICS are of an indicative nature only and are not contractually binding unless expressly indicated so by MACROCOMM FLEET ANALYTICS in the Order Acceptance and / or provided in the Contract. This is not a sale by sample.
- 4.2. The Documentation provided to the CUSTOMER remains the exclusive property of MACROCOMM FLEET ANALYTICS and may not be communicated, copied or reproduced by the CUSTOMER without the prior written authorization of MACROCOMM FLEET ANALYTICS.
- 4.3. Subject to the terms of the Contract, the CUSTOMER is granted a non-exclusive, non-transferable and non-assignable right to use the Documentation. The CUSTOMER agrees to limit access to the Documentation to those employees who require such access in order to use the Products. The CUSTOMER will not make available or disclose any information concerning the Documentation to any other person without the prior written consent of MACROCOMM FLEET ANALYTICS. The obligations expressed in this provision shall remain binding upon the CUSTOMER even after completion or termination of the Contract. The CUSTOMER shall take all the same precautions to maintain the confidentiality of the Documentation as those employed to protect its own proprietary information.

#### **5. TERMS OF SALE**

- 5.1. Unless otherwise agreed in writing, all sales of the Products between the parties are deemed concluded FCA (INCOTERMS 2010) MACROCOMM's designated shipping point. Freight will be on a prepay and add basis, unless otherwise agreed in writing by an authorized signatory of MACROCOMM FLEET ANALYTICS.
- 5.2. The term "FCA" or any other term used to define the terms of sale provided for in the Contract shall be interpreted in accordance with the INCOTERMS 2010 published by the International Chamber of Commerce.
- 5.3. The carrying out of operations at the request of the CUSTOMER by MACROCOMM FLEET ANALYTICS other than those required by the terms of sale established by the Contract shall in no way modify either the type of sale nor the content of the Contract, the request of the CUSTOMER to carry out such operations necessarily implies that MACROCOMM FLEET ANALYTICS will act in the name of and on behalf of the CUSTOMER. Such operations and the resulting costs will be invoiced separately to the CUSTOMER who agrees to pay MACROCOMM FLEET ANALYTICS upon receipt of the relevant invoice. In particular, in the event of a sale "FCA", MACROCOMM FLEET ANALYTICS shall remain independent from the contract of carriage even when it may assist, in any manner whatsoever, in the activities of loading or storage to facilitate the task of the carrier.
- 5.4. MACROCOMM FLEET ANALYTICS shall not be responsible for spotting, switching, demurrage or other transportation charges unless agreed in writing. Risk of loss and damage to Products shall pass upon delivery thereof to CUSTOMER's carrier, FCA (INCOTERMS 2010) shipping point. Upon receipt of shipment, it shall be the responsibility of CUSTOMER or the consignee receiving shipment to inspect the Products and secure written acknowledgement from delivering carrier for any shortages, loss, damage or nonconformance. CUSTOMER shall notify MACROCOMM FLEET ANALYTICS in writing within 5 (five) days of receipt of any shipment of any shortages, defects or non-conforming Products. In the event CUSTOMER fails to notify MACROCOMM FLEET ANALYTICS with such 5 (five) day period of any shortages, defects or non-conforming Products, the Products shall be deemed accepted.
- 5.5. Upon approval of an application by MACROCOMM FLEET ANALYTICS for credit ("Application") and following a creditworthiness assessment by MACROCOMM, MACROCOMM FLEET ANALYTICS may, in its sole discretion grant the CUSTOMER a credit line and shall have the right to increase, decrease, or terminate the said credit privileges upon prior 30 (thirty) days prior written notice to the CUSTOMER without having to give reasons therefore and subject always to applicable Laws. It being agreed that all Orders are subject to MACROCOMM FLEET ANALYTICS's approval.
- 5.6. Limited private information may be disclosed from time to time and the CUSTOMER consents to this private information being disclosed to independent third parties.

- 5.7. MACROCOMM FLEET ANALYTICS may require that the CUSTOMER execute an unconditional guarantee, or a Letter of Credit in a form reasonably acceptable to MACROCOMM FLEET ANALYTICS, or such other instrument as MACROCOMM FLEET ANALYTICS in its sole discretion may deem necessary.
- 5.8. Products are returnable only as provided herein, except to the extent that CUSTOMER has additional statutory rights that cannot be limited or excluded by contract. Products otherwise shall be non-returnable, and the prices shall be non-refundable. CUSTOMER may only return erroneously shipped Products or Products that were damaged prior to shipment by MACROCOMM, may not be returned.
- 5.9. Products damaged after shipment by MACROCOMM FLEET ANALYTICS may not be returned.
- 5.10. In order to be eligible to receive credit for returned Products CUSTOMER must adhere to MACROCOMM FLEET ANALYTICS's then current returns processing guidelines. MACROCOMM FLEET ANALYTICS reserves the right to charge a restocking fee for handling product that is erroneously returned.
- 5.11. MACROCOMM FLEET ANALYTICS's sole liability for any returned Products will be acceptance of their return and issuance of credits pursuant to MACROCOMM FLEET ANALYTICS's then current returns processing guidelines. All the costs are to be borne by the CUSTOMER.
- 5.12. If CUSTOMER desires to return any Products, CUSTOMER must initiate a new Order for the replacement Products. All Products erroneously shipped by MACROCOMM FLEET ANALYTICS must be returned with the original packaging intact (including manufacturer's shrink wrap) and otherwise in unused, resalable condition.
- 5.13. MACROCOMM FLEET ANALYTICS reserves the right to charge a restocking fee for handling product that is erroneously returned.

## 6. DELIVERY

6.1 The unit is the positioning and/or communications equipment that MACROCOMM FLEET ANALYTICS use to provide the services. If

the unit is a Tracking unit, the following will apply:

### **INSTALLING THE UNIT AT AN AGREED TIME AND PLACE CUSTOMER CAN EITHER:**

6.1.1 take the vehicle to one of MACROCOMM FLEET ANALYTICS fitment centres; or

6.1.2 arrange with MACROCOMM FLEET ANALYTICS for a technician to install the unit at an address CUSTOMER choose.

6.1.3 if the CUSTOMER arrange with MACROCOMM FLEET ANALYTICS for a technician to install the unit at an address CUSTOMER choose:

- a) there might be a call-out fee. Please ask MACROCOMM FLEET ANALYTICS about the fee before CUSTOMER ask for a technician to come to CUSTOMER.
- b) Once MACROCOMM FLEET ANALYTICS have agreed the time and place to install the unit, CUSTOMER must make the vehicle available at the agreed time and place. If CUSTOMER do not make the vehicle available at the agreed time and place, CUSTOMER **will be charged a no-show fee.**
- c) the place for the installation must be safe and be out of the view of third parties. MACROCOMM FLEET ANALYTICS technician has the right to refuse to install the unit if they believe the place is not safe and secure.

## 7. WARRANTY FOR DEFECTIVE UNITS

If the unit is a Tracking unit, the following will apply:

### 7.1. **Warranty period to fix or replace defective units**

The unit has a warranty for **three (3) years**

### 7.2. **When the warranty applies**

The warranty covers repairs to the unit if it stops working properly because of defective parts, workmanship or design. We will fix OR replace at no cost to you.

## 8. WHEN THE WARRANTY DOES NOT APPLY

The warranty does not apply in any of the following circumstances:

- a) Anyone tampered with or changed the unit or the way it was installed;
- b) Someone that we did not authorise repaired or tried to repair the unit or the way it was installed;
- c) The problem was caused by damage from water;
- d) The problem was caused by abuse of the unit;
- e) The problem was caused by a collision (for example, a car accident);
- f) If the defect in the unit was not caused by MACROCOMM FLEET ANALYTICS, or by the manufacturer, importer, distributor or retailer;
- g) If the defect happened or was reported to MACROCOMM FLEET ANALYTICS after the 12-month warranty period ended. if applicable.

## 9. IF THE UNIT OR ITS INSTALLATION AFFECTS THE OPERATION OF OR DAMAGES THE VEHICLE

If the unit is a MACROCOMM FLEET ANALYTICS unit, the following will apply:

We fix problems that the unit or its installation causes to the vehicle or the operation of the vehicle at MACROCOMM



FLEETANALYTICS own cost but only if all five of the following conditions are met:

- 9.1. The unit or installation damages or causes a problem to the vehicle or how it works. MACROCOMM FLEET ANALYTICS have the right to appoint an expert at MACROCOMM FLEET ANALYTICS cost to investigate the problem;
- 9.2. The unit or its installation has not been changed, tampered with or repaired by anyone who does not have MACROCOMM FLEET ANALYTICS authority;
- 9.3. There has not been abuse of the unit;
- 9.4. There has not been damage by water to the unit;
- 9.5. The problem was not caused by a collision (for example, a car accident).

If you report a fault in the unit to MACROCOMM FLEET ANALYTICS and we have agreed the time and place to send a technician, CUSTOMER must make the vehicle available at the agreed time and place. If CUSTOMER do not make the vehicle available at the agreed time and place, CUSTOMER will be charged a no-show fee.

If CUSTOMER report a fault in the unit to MACROCOMM FLEET ANALYTICS and ask MACROCOMM FLEET ANALYTICS to send a technician, and the technician reports that the problem is not due to the unit or its installation, you are legally responsible to pay the costs of the technician. This includes any call-out fees and other costs. At the time of reporting the fault, CUSTOMER can ask MACROCOMM FLEET ANALYTICS for the costs and fees that will apply at the time.

If MACROCOMM FLEET ANALYTICS damage CUSTOMER vehicle during installation of the unit, MACROCOMM FLEET ANALYTICS have the right to inspect the damage and if MACROCOMM FLEET ANALYTICS agree that the damage was caused during the installation, MACROCOMM FLEET ANALYTICS have the right to fix such damage through a MACROCOMM FLEET ANALYTICS appointed supplier. If CUSTOMER choose a different supplier, CUSTOMER will be liable for any costs over and above what the MACROCOMM FLEET ANALYTICS appointed supplier quoted.

## 10. SERVICES

- 10.1. CUSTOMER will be supplied with a dashboard tool by accessing the MACROCOMM FLEET ANALYTICS or Telematics system.
- 10.2. CUSTOMER shall be able to access the dedicated Website for the Services to obtain the Fleet Telematics platform. The CUSTOMER shall be able to receive either a Standard Fleet Cost Analysis or a customised Fleet Cost Analysis. This shall be dependent on the requirements of the CUSTOMER as recorded in the Order Form.
- 10.3. CUSTOMER is granted a non-exclusive and non-transferable right to use the MACROCOMM FLEET ANALYTICS Service system for cost analysis and optimisation, reporting and planning purposes in the Territory.
- 10.4. CUSTOMER is responsible for:
  - 10.4.1. providing Macrocomm with the information required by MACROCOMM FLEET ANALYTICS to enable it to compile a Fleet Cost Analysis dashboard platform, either in Excel format or CSV format (or such format as may be required from time to time), which information may include, but is not limited to:
    - 10.4.1.1. Vehicle Tracking Units information;
    - 10.4.1.2. Fleet card systems information;
    - 10.4.1.3. Service history expenses information;
    - 10.4.1.4. and such other information as shall be provided by CUSTOMER as stipulated in the Order sourced from CUSTOMER's Fleet and submitted to MACROCOMM FLEET ANALYTICS. Should MACROCOMM FLEET ANALYTICS receive the information referred to in clauses 2.4.1.1 – 2.4.1.4 above directly from a third person service provider, CUSTOMER is responsible to facilitate the access by MACROCOMM FLEET ANALYTICS of such information with such third person service provider.
  - 10.4.2. ensuring that CUSTOMER has properly functioning browser software and Internet access to the MACROCOMM FLEET ANALYTICS Service of sufficient capacity; and
  - 10.4.3. the correct configuration of the MACROCOMM FLEET ANALYTICS Service.
- 10.5. MACROCOMM FLEET ANALYTICS does not warrant that the CUSTOMER will be able to successfully use the MACROCOMM FLEET ANALYTICS Service for the intended use due to the fact that such use depends partly on circumstances beyond MACROCOMM FLEET ANALYTICS' reasonable control, including those circumstances for which the CUSTOMER will be responsible pursuant to clauses 2.4.
- 10.6. Macrocomm reserves the right to change the look and feel of the MACROCOMM FLEET ANALYTICS Service and the way the Fleet Cost Analysis is displayed.
- 10.7. The CUSTOMER acknowledges that MACROCOMM FLEET ANALYTICS collects, compiles, stores and uses, and generally processes aggregated and non-aggregated data and system usage information to maintain and improve the Service and Products, including for technical diagnostics, to detect fraud and abuse, to create Fleet Cost Analysis reports and data, usage reports and for the creation of new products.
- 10.8. The CUSTOMER grants MACROCOMM FLEET ANALYTICS and its Affiliates an irrevocable, perpetual worldwide non-exclusive license to use data and system usage information supplied by it to Macrocomm and anonymized data to enable MACROCOMM FLEET ANALYTICS and its Affiliates to develop, provide, distribute, display, and maintain current and future versions and evolutions of the Service and new MACROCOMM FLEET ANALYTICS or its Affiliates' products and marketing communications and to make the same available, directly or indirectly (including via its Affiliates), to customers, distributors, resellers and end users, whether for their own use or for further distribution.

- 10.9. MACROCOMM FLEET ANALYTICS will procure Services for the transmission of Fleet Cost Analysis data between the CUSTOMER's designated location and the MACROCOMM FLEET ANALYTICS platform. The CUSTOMER acknowledges and agrees that Macrocomm is dependent on the performance of third parties providing services, and therefore cannot warrant: (i) that the Services will be available on a continuous basis and at any place within the Territory (for instance due to gaps in network coverage and to the fact that these providers reserve the right to suspend their services for maintenance purposes, for security reasons, under instruction of competent authorities etc.); or (ii) the speed at which the data will be transmitted.
- 10.10. By accepting these Service Terms, the Client agrees to be bound by the Fair Use Policy. If the Client regularly uses the Service inappropriately and/or excessively and MACROCOMM FLEET ANALYTICS believes this is affecting the Service MACROCOMM FLEET ANALYTICS will notify the Client about this usage and will ask the Client to change or decrease this kind of usage. If the Client continues to use the Service inappropriately, MACROCOMM FLEET ANALYTICS reserves the right to suspend (a part of) the Service or unilaterally terminate the Contract by providing written notice thereof to the Client.

## **11. WE DO/DO NOT PROVIDE ALL THE SERVICES OUTSIDE SOUTH AFRICA**

- 11.1 Outside South Africa, MACROCOMM FLEET ANALYTICS may only be able to identify the general location of the vehicle in areas where there is adequate GPS, GSM and UMTS (2G and 3G) network coverage or radio frequency network coverage (depending on the kind of network that the unit needs to operate).
- 11.2 The telematics unit should be activated for roaming 5 working days before leaving South Africa\*  
If CUSTOMER have a tracking telematics unit installed in CUSTOMER vehicle and CUSTOMER want to use some of MACROCOMM FLEET ANALYTICS services outside South Africa (where possible), CUSTOMER should call MACROCOMM FLEET ANALYTICS contact centre at least 5 working days before the vehicle leaves South Africa to activate international roaming. There are extra charges for international roaming that will be charged to CUSTOMER. MACROCOMM FLEET ANALYTICS do not offer the services of recovering a vehicle outside South Africa.

## **12. WHEN THE SERVICES MIGHT BE INTERRUPTED OR DELAYED**

MACROCOMM FLEET ANALYTICS will do its best to maintain the availability of the services to CUSTOMER. However, the services might be interrupted or delayed in any of the following circumstances:

- 12.1 A technical failure outside our control. This includes the unavailability, interruption or suspension of any radio or communications networks or other services that we use or rely on to provide the services;
- 12.2 If the radio or communications network or a service provider that we use does not make the network or services available to MACROCOMM FLEET ANALYTICS, or if they stop operating;
- 12.3 If CUSTOMER did not test the unit as per D5 and it was faulty, or we have informed you by SMS or another way that there may be a fault with the Tracking unit or that MACROCOMM FLEET ANALYTICS cannot receive a signal from the unit, and CUSTOMER have not yet made the vehicle available to MACROCOMM FLEET ANALYTICS to check and repair (or replace) the unit;
- 12.4 If the unit in CUSTOMER vehicle is not a Tracking unit, and such unit does not function properly or at all;
- 12.5 If a government or regulatory authority requires MACROCOMM FLEET ANALYTICS to change or stop the services;
- 12.6 If there are other circumstances beyond our control, for example fire and flood;
- 12.7 If there are strikes or other industrial action.  
This interruption or delay might apply to all or part of the services.

## **13. TRANSFER OF RISKS AND TITLE AND PRODUCT RESTRICTIONS**

- 13.1 Risk in the Products shall pass to the CUSTOMER in accordance with the Incoterm elected for delivery thereof.
- 13.2 In order to secure CUSTOMER obligations under these terms and conditions, including its obligation to pay any amounts it owes to MACROCOMM FLEET ANALYTICS when due, the CUSTOMER grants to MACROCOMM FLEET ANALYTICS over all Products sold by MACROCOMM FLEET ANALYTICS to the CUSTOMER until all debt is expunged and settled.
- 13.3 CUSTOMER agrees to at all times adhere to and ensure compliance with any product restrictions or obligations policies established by MACROCOMM FLEET ANALYTICS or product manufacturers from time to time.
- 13.4 MACROCOMM's Products are subject to international and local export control laws. Diversion or resale of MACROCOMM's Products to restricted destinations, parties or end-users without an appropriate export license is prohibited.
- 13.5 Unless prior written consent from the MACROCOMM FLEET ANALYTICS has been obtained by the CUSTOMER, the CUSTOMER shall only be permitted to use and/or re-sell Products purchased from the MACROCOMM FLEET ANALYTICS in the county(ies) as authorized by MACROCOMM FLEET ANALYTICS or the manufacturer(s) of the Products. Diversion or resale of the Products outside of the agreed territory is strictly prohibited and constitutes a breach of these terms and conditions.
- 13.6 No modification hereof shall be binding upon either party unless the modification is in writing and signed by a duly authorised representative of both parties.

## 14 PRICES, INVOICING AND PAYMENT

### 14.1 If CUSTOMER has the 36-month agreement and CUSTOMERS pay monthly for the service

Use this table only if CUSTOMER have a 36-month agreement.

If CUSTOMER have a 36-month contract,

	How much CUSTOME must pay	When CUSTOMER must pay
fee/s	Refer to CUSTOMER application for the amount.	<b>Monthly:</b> CUSTOMER pay in advance. We will debit CUSTOMER bank account with the fee at the end of the previous month or on the first day of the month for which CUSTOMER have to pay.
Early cancellation costs	CUSTOMERS pay a fair, fixed amount if CUSTOMER cancel in the first year, second year or third year of the agreement.	Last debit order date or date of last payment to MACROCOMM FLEETANALHYTICS after cancelling

### 14.2 If CUSTOMER have a month-to-month agreement

Use this table only if CUSTOMER have a month-to-month agreement.

If CUSTOMER do not have a 36-month agreement but a month-to-month agreement, **CUSTOMER have to pay the installation fee if MACROCOMM FLEET ANALYTICS install a MACROCOMM FLEET TELEMATICS unit.**

	How much you must pay	When you must pay
installation fee	<b>Refer to CUSTOMER application for the amount.</b>	<b>Upfront:</b> CUSTOMER must pay the installation fee upfront, if a Tracking unit is installed.
fee/s	Refer to CUSTOMER application for the amount. The first month's fee will be pro-rated from the date the unit is installed in the vehicle.	<b>Monthly:</b> CUSTOMER pay in advance for the service. We will debit your bank account with the fee at the end of the previous month or on the first day of the month for which CUSTOMER have to pay.

**14.3** All invoices are to be paid 30 (thirty) days from the date of the invoice. Ownership of the Products shall remain with MACROCOMM FLEET ANALYTICS until full payment is received for the Products.

**14.4** Queries arising from invoices must be raised within 7 (seven) working days from date of invoice. The parties shall use their best endeavors to resolve all disputed within the aforementioned 7-day period failing which this matter shall be disputed pursuant to this Contract. **This being said, this dispute shall not in any manner create a defense to not pay all amounts due and payable.**

**14.5** Early payment shall not result in the granting of any reduction in the price by MACROCOMM FLEET ANALYTICS. No payment shall be deemed to have been received until MACROCOMM FLEET ANALYTICS has received cleared funds.

**14.6** In the event CUSTOMER fails to make any payment on the due date then, without prejudice to any other right or remedy available to MACROCOMM FLEET ANALYTICS, MACROCOMM FLEET ANALYTICS may, without limitation, (i) postpone the fulfillment of its own obligations until full payment of the sums due to MACROCOMM FLEET ANALYTICS under the terms of the Contract; (ii) charge the CUSTOMER interest on such sum from the due date for payment at the fixed rate of 10% accruing on a daily basis on the amount overdue until payment is made, whether before or after any judgment.

**14.7** Time for payment shall be of the essence. In the event of a payment delay by the CUSTOMER, MACROCOMM FLEET ANALYTICS may also require for any new delivery (regardless of the conditions that may have been agreed), payment prior to shipment or suspend or cancel any pending Contract or Order without incurring any liabilities whatsoever.

**14.8** MACROCOMM FLEET ANALYTICS reserves the right to establish, at any time, a limit for outstanding credit in favor of the CUSTOMER and adapt the applicable payment periods accordingly.

**14.9** No discount will be accepted for advance payments except in case of prior written consent between the parties.

**14.10** All payments payable to MACROCOMM FLEET ANALYTICS under the Contract shall become due immediately on its termination despite any other provision.

**14.11** The CUSTOMER shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the CUSTOMER has a valid court order requiring an amount equal to such deduction to be paid by MACROCOMM FLEET ANALYTICS to the CUSTOMER.

## 15. INCREASES TO FEES

**MACROCOMM FLEET ANALYTICS** increase the fees and charges on 1 \_\_\_\_\_ every year. The annual increase will not be higher than 10% unless the most recent Consumer Price Index in the last completed calendar year is higher than 10%. In that case, the increase will be the most recent Consumer Price Index.

The Consumer Price Index is the index published by Statistics South Africa of the yearly change in prices consumers pay for retail goods and other items. The index is used to measure the rate of inflation in South Africa.

## **16. STOLEN/HIJACKED VEHICLE AND STOLEN VEHICLE RECOVERY**

If CUSTOMERS are paying for the Stolen Vehicle Recovery service, or if the service CUSTOMER are paying for includes Stolen Vehicle Recovery, the following additional terms and conditions are applicable:

**16.1 IF THE VEHICLE IS HIJACKED OR STOLEN, CUSTOMER** must do all of the following:

16.1.1 Phone **MACROCOMM FLEET ANALYTICS** on **+27 861 742 778** **MACROCOMM FLEET ANALYTICS/AFRISIST?** will talk you through the procedure for stolen or hijacked vehicles

a. Give **MACROCOMM FLEET ANALYTICS** the information asked for to make sure that your request is valid, legal or made by a person who is authorised to report the theft or hijacking to us and initiate the recovery process.

16.1.2 Give **MACROCOMM FLEET ANALYTICS** the assistance that we ask for to locate the vehicle.

16.1.3 Follow all our instructions.

16.1.4 Immediately report the theft or hijacking to the police.

**16.2 AFTER THE VEHICLE IS FOUND**

a) **MACROCOMM FLEET ANALYTICS** will tell CUSTOMER if we find the vehicle.

b) CUSTOMER must tell us if CUSTOMER or the police or other LEA find the vehicle before **MACROCOMM FLEET ANALYTICS** do.

c) It is CUSTOMER legal responsibility to arrange for the vehicle to be returned to CUSTOMER once the vehicle has been processed by the police, whether by making arrangements with the police or otherwise. CUSTOMER accept that it is not **MACROCOMM FLEET ANALYTICS** legal responsibility to return the vehicle to CUSTOMER.

**16.3 MACROCOMM FLEET ANALYTICS** are not required to try to locate the vehicle in any of these circumstances:

a) If CUSTOMER or the person authorised to report the theft or hijacking to **MACROCOMM FLEET ANALYTICS** does not follow the correct activation procedure;

b) If **MACROCOMM FLEET ANALYTICS** are not reasonably satisfied with the responses to **MACROCOMM FLEET ANALYTICS** questions when CUSTOMER ask **MACROCOMM FLEET ANALYTICS** to locate the vehicle;

c) If CUSTOMER willingly handed the vehicle to someone who did not return it;

d) If the vehicle is stolen or hijacked outside South Africa;

e) While the vehicle is outside South Africa;

f) If the Services are suspended because CUSTOMER did not pay **MACROCOMM FLEET ANALYTICS**;

g) If the agreement has ended.

**16.4 THE POLICE AND OTHER LEA's ACT IN AN OFFICIAL CAPACITY ONLY**

When the police or other LEA is involved in locating a stolen or hijacked vehicle, they are acting in their official capacity. Although we and the police or other LEA may co-operate with each other to locate a stolen or hijacked vehicle, they are not our representatives or employees.

**16.5 NO GUARANTEE THAT WE WILL LOCATE THE STOLEN HIJACKED VEHICLE**

**MACROCOMM FLEET ANALYTICS** will do its best to locate or recover the stolen or hijacked vehicle, but **MACROCOMM FLEET ANALYTICS** do not guarantee that it will be able to locate or recover the vehicle.

If **MACROCOMM FLEET ANALYTICS** are unable to locate or recover the vehicle, the agreement will end in the month after the month in which the vehicle was stolen or hijacked.

## **17. LIABILITY**

17.1 The following provisions set out the entire financial liability of **MACROCOMM FLEET ANALYTICS** (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the CUSTOMER in respect of:

17.1.1 any breach of these General Sales Terms and Conditions;

17.1.2 any use made or resale by the CUSTOMER of any of the Products, or of any product incorporating any of the Products; and

17.1.3 any representation, statement or act or omission including negligence arising under or in connection with the Contract.

17.2 All warranties, conditions and other terms implied by statute or common law (save to any exclusion in the applicable and appropriate Legislation) are, to the fullest extent permitted by law, excluded from the Contract.

17.3 Nothing in these conditions excludes or limits the liability of **MACROCOMM FLEET ANALYTICS**:

17.3.1 for death or personal injury caused by **MACROCOMM FLEET ANALYTICS**'s negligence ; or

17.3.2 for any matter which it would be illegal for **MACROCOMM FLEET ANALYTICS** to exclude or



- attempt to exclude its liability;
- 17.3.3 for fraud or fraudulent misrepresentation.
- 17.4 Subject to Clause 17.2, Clause 17.3 and Clause 17.8, MACROCOMM FLEET ANALYTICS 's total liability in contract, delict (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall not exceed either:
- 17.4.1 the price of the Product giving rise to the claim; or
- 17.4.2 the total price actually paid to MACROCOMM FLEET ANALYTICS under the Contract during the 1 (one) month preceding the event leading to the claim for damages by the CUSTOMER, whichever is lesser.
- 17.5 SUBJECT TO CLAUSE 17.2, CLAUSE 17.3 AND CLAUSE 17.8 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MACROCOMM FLEET ANALYTICS SHALL NOT BE, IN ANY CASE WHATSOEVER, BE LIABLE TO THE CUSTOMER, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS AND/OR ASSIGNEES FOR:
- 17.5.1 LOSS OF PROFITS; OR
- 17.5.2 LOSS OF BUSINESS; OR
- 17.5.3 DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES; OR
- 17.5.4 LOSS OF ANTICIPATED SAVINGS; OR
- 17.5.5 LOSS OF GOODS; OR
- 17.5.6 LOSS OF CONTRACT; OR
- 17.5.7 LOSS OF USE; OR
- 17.5.8 LOSS OF CORRUPTION OF DATA OR INFORMATION; OR
- 17.5.9 ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PURE ECONOMIC LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES OF WHATSOEVER KIND OR NATURE ARISING OUT OR IN CONNECTION WITH THE CONTRACT; OR
- 17.5.10 ANY LOSS, COST, DAMAGE, LOSS OF REVENUE, LOSS OF PROFIT OR LOSS OF USE, INCURRED OR SUFFERED BY THE CUSTOMER OR ANY THIRD PARTY RESULTING FROM A DEFECT, INFRINGEMENT OR ALLEGED INFRINGEMENT, AN INCIDENT, THE FAILURE OF THE PRODUCTS AND OR ANY FAILURE TO PERFORM ACCORDING TO THE CONTRACT EVEN IF MACROCOMM FLEET ANALYTICS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD MACROCOMM FLEET ANALYTICS HARMLESS FROM AND AGAINST ANY CLAIM BASED ON SUCH DAMAGE, LOSS OR COST.
- 17.5.11 UNDER NO CIRCUMSTANCES SHALL MACROCOMM FLEET ANALYTICS BE LIABLE TO THE CUSTOMER FOR ANY DAMAGES RESULTING FROM OR ARISING OUT OF ANY ILLEGAL AND/OR FRAUDULENT USE OF THE PRODUCTS AND BY THE CUSTOMER, ANY THIRD PARTY OR THE END-USER.
- 17.6 By submitting this application, you authorize MACROCOMM FLEET ANALYTICS to make inquiries into the banking and business/trade references that you have supplied. Should it be deemed that any misrepresentation occurred, such shall be deemed to be a material breach of this Contract and MACROCOMM FLEET ANALYTICS reserves its rights accordingly.

## 18 FORCE MAJEURE

- 18.1 MACROCOMM FLEET ANALYTICS shall not be in default if the performance of any of its obligations under the Contract is partly or wholly delayed or prevented by reason of Force Majeure.
- 18.2 "Force Majeure" shall mean any event beyond the reasonable control of MACROCOMM FLEET ANALYTICS such as, without limitation: Acts of God, governmental decision, embargo, war or national emergency, hostilities, act of the public enemy, terrorist attacks anywhere in the world, riot, civil commotion, sabotage, fire, flood, explosion, epidemics, quarantine restriction, disturbances in supplies from normally reliable sources (including without limitation electricity, water, fuel and the like), strike (either at MACROCOMM FLEET ANALYTICS or its suppliers or subcontractors), lock-out and labour disturbances(whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or delay from a supplier or subcontractor facing a case of force majeure as defined herein.
- 18.3 In case of Force Majeure, MACROCOMM FLEET ANALYTICS shall give notice of the event to the CUSTOMER and the time schedule for the performance of the Contract shall be automatically extended by the period of time as reasonably necessary for MACROCOMM FLEET ANALYTICS to overcome the consequences of such event.
- 18.4 If the performance in whole or part of any MACROCOMM FLEET ANALYTICS 's obligation is delayed or prevented by reason of Force Majeure for a period exceeding three (3) months, MACROCOMM FLEET ANALYTICS may at any time without further liability to the CUSTOMER, request termination of the Contract or any part thereof. The parties will then try to establish by mutual agreement a liquidation settlement, failing which the provisions of clause 15 shall apply. However, Force Majeure shall not prevent or delay the payment of any sum due or to be due by either Party.

## 19 CONFIDENTIALITY

- 19.1 The information and data (hereafter the “Information”) contained in any document or support of Information supplied by MACROCOMM FLEET ANALYTICS under the Proposal or the Contract shall remain MACROCOMM FLEET ANALYTICS’s exclusive property along with all intellectual property rights (including but not limited to patent rights, copyrights, trademarks, designs) forming part of the Information.
- 19.2 The CUSTOMER shall keep the Information in strict confidence and shall not disclose any of the Information to any other person than the CUSTOMER’s employees who need to know such Information for the purposes stated in clause 12.1. Any other disclosure shall be subject to MACROCOMM FLEET ANALYTICS’s prior written approval.
- 19.3 The CUSTOMER shall not make any use of the Information other than for the purpose of the Contract or, as the case may be, installing, operating and/or maintaining the Products.

## 20 INTELLECTUAL PROPERTY RIGHTS AND LICENSES

- 20.1 No right, title or interest is transferred to the CUSTOMER by the Contract in the names, trademarks, trade secrets, patents, pending patents, expertise, copyright and other Intellectual Property Rights relating to the Products In particular, to the extent that software is embedded in a Product, the sale of such Product shall not constitute the transfer of ownership rights or title in such software to CUSTOMER, but, subject to the provisions set forth herein, shall only imply a non-exclusive and non-transferable license to use by CUSTOMER under MACROCOMM FLEET ANALYTICS’s Intellectual Property Rights (i) for the use of such software in conjunction with and as embedded in the Products as supplied by MACROCOMM FLEET ANALYTICS, and (ii) to use such Product in or in conjunction with Products of CUSTOMER.
- 20.2 MACROCOMM FLEET ANALYTICS retains and shall retain full ownership of all Improvements, inventions, designs and processes made in respect of the Products and Material in the Products prior to or during the course of performance of this Contract and which results therefrom.
- 20.3 The CUSTOMER on its part warrants that any instructions for designs and processes furnished or given by it shall not be such as will cause MACROCOMM FLEET ANALYTICS to infringe any Intellectual Property Rights in the performance of the Contract. The CUSTOMER shall, in this respect, hold harmless and protect MACROCOMM FLEET ANALYTICS in the same way as provided under sub-clauses 14.3 and 14.4.
- 20.4 Should a court or an arbitrator finally establish that there has been an Intellectual Property Right infringement or should MACROCOMM FLEET ANALYTICS consider that the Products could be the subject of a claim or suit for infringement, MACROCOMM FLEET ANALYTICS may choose at its option one of the following solutions:
- 20.4.1 to obtain the right for the CUSTOMER to continue using the Products;
  - 20.4.2 to substitute equivalent Products for the infringing Products; or
  - 20.4.3 to modify infringing Products so as to eliminate the infringement.
- 20.5 Subject to Clause 10, the foregoing states the entire liability and warranty of MACROCOMM FLEET ANALYTICS with respect to the infringement of any of any Intellectual Property Rights by the Products, or any part thereof.

## 21 APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 21.1 The Proposal and the Contract shall be governed by and construed in accordance with the Laws of the Republic of South Africa, excluding its conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sales of Goods (1980) shall be expressly excluded.
- 21.2 The Gauteng High Courts shall have exclusive jurisdiction to resolve any and all disputes between the Parties arising out of or in connection with the existence, validity, construction, performance and/or termination of the Proposal and/or the Contract, which the Parties are unable to amicably resolve.
- 21.3 A certificate issued by the financial manager of MACROCOMM FLEET ANALYTICS (or his lawful assign) shall be sufficient proof to confirm the validity of amounts owing to MACROCOMM.

## 22 ASSIGNMENT

- 22.1 Neither MACROCOMM FLEET ANALYTICS nor the CUSTOMER shall, without the express prior written consent of the other (which consent shall not be unreasonably withheld) assign to any third party the Contract or any part thereof, except that MACROCOMM FLEET ANALYTICS shall be entitled to assign the Contract or any part thereof to (i) its Affiliates, any affiliated, group and/or sister company and, in particular, any monies due and payable to it under the Contract (ii) any third party in connection with a merger, sale of substantially all of MACROCOMM FLEET ANALYTICS’s assets or a change of control.

## 23 DOMICILIUM CITANDI ET EXECUTANDI

- 23.1 The parties choose as their domicilia citandi et executandi for all purposes under this Contract, whether in respect of court process, notices or other documents or communications of whatsoever nature, the following addresses:

**MACROCOMM FLEET ANALYTICS**

Physical: Waterfall Office Point Park, Building 1, Ground Floor, CNR Waterfall and Woodmead Drive

E-mail: [legal@macrocomm.co.za](mailto:legal@macrocomm.co.za)

Attention: Legal Department

### **CUSTOMER**

At the addresses as set out in the Application Form

Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax or e-mail.

- 23.2 Any party may by notice to any other party change the physical address chosen as its domicilium citandi et executandi vis-à-vis that party to another physical address or its e-mail address, provided that the change shall become effective vis-à-vis that addressee on the 10th (tenth) business day from the receipt of the notice by the addressee.
- 23.3 Any notice to a party:
- 23.3.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its domicilium citandi et executandi to which post is delivered shall be deemed to have been received on the 10<sup>th</sup> (tenth) business day after posting (unless the contrary is proved); or
  - 23.3.2 delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi et executandi shall be deemed to have been received on the day of delivery; or
  - 23.3.3 been received on the date of despatch (unless the contrary is proved).
  - 23.3.4 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium citandi et executandi.

## **24 ANTI-BRIBERY AND CORRUPTION**

- 24.1 CUSTOMER shall not give, offer or promise to give, or authorize the payment or giving directly or indirectly through any other person or firm, of any gift or thing of value to any person for the purpose of inducing or rewarding anyone to take or refrain from taking any action or exercising influence so as to confer improper advantage upon MACROCOMM FLEET ANALYTICS or CUSTOMER with respect to this Contract. This shall apply with respect to:
- 24.1.1 any employee or official of any government, employee or official of any public international organization, any political party or official of such party, or any candidate for political office;
  - 24.1.2 any customer, representative or joint venture partner; and
  - 24.1.3 any other person, including employees of MACROCOMM FLEET ANALYTICS and CUSTOMER.
- 24.2 CUSTOMER shall provide documents and information to MACROCOMM FLEET ANALYTICS, upon reasonable request, confirming CUSTOMER's compliance with this Contract, and shall allow MACROCOMM FLEET ANALYTICS (or its representatives) to review at any time CUSTOMER's books and records with respect to the Products and Services.
- 24.3 If CUSTOMER violates any of this clause 18, MACROCOMM FLEET ANALYTICS shall have the option to terminate this Contract, notwithstanding any other provision of the Contract to the contrary. Moreover, CUSTOMER shall forfeit any commissions owed to it (if any) by MACROCOMM FLEET ANALYTICS upon an admission or finding that CUSTOMER has failed to comply with any of the terms of this Clause 18.

## **25 PROTECTION OF PERSONAL INFORMATION - "POPIA"**

- 25.1 The parties (in this clause, any reference to the parties or either of them includes its Affiliates and inter-related companies, as defined in terms of the Companies Act, 2008) will comply at all times with the Protection of Personal Information Act, No. 4 of 2013 ("POPIA") as and when it becomes effective. In addition, the Parties will take all reasonable steps to ensure their customers and sub-contractors comply with POPIA, where the Customers or subcontractors are processing Personal Information, as defined in POPIA, in terms of this Contract.
- 25.2 Personal Information bears the meaning accorded to it in POPIA.
- 25.2.1 The Parties specifically acknowledge that POPIA will be incorporated in their business model, systems and operating procedures.
  - 25.2.2 If Personal Information of the disclosing party, its employees or its customers is supplied or disclosed to the receiving party, then the receiving Party will:
  - 25.2.3 ensure that such Personal Information is only used for purposes authorized by the disclosing party and in terms of this Contract; notify the disclosing party of any request it receives from third parties for access to or changes to the Personal Information
  - 25.2.4 other than as contemplated by this Contract, not transfer the Personal Information in any manner to any third party not authorized in writing by the disclosing party;
  - 25.2.5 only hold and process the Personal Information after having taken appropriate and all reasonable technical and organizational data security measures to guard against unauthorized or unlawful processing of the Personal Information and will guard against accidental loss, unauthorized access, unauthorized processing and destruction of or damage to such Personal Information in accordance with the data security measures as required by POPIA; provide a level of security appropriate to the harm that might result from any unauthorized or unlawful processing or accidental loss, destruction or damage to the Personal Information and also to the nature of the Personal Information being protected and in the event of breach, notify the disclosing party within 1 (one) business day of identifying the breach;

- 25.2.6 ensure, if required, the necessary audit procedures are in place to deal with the requirements of POPIA and this clause;
  - 25.2.7 ensure its staff undergo the necessary awareness and training programmes to ensure the receiving party's obligations in terms of POPIA and this clause are met; and
  - 25.2.8 implement any other measures and procedures to ensure that the receiving party's obligations in terms of this clause and POPIA are met.
- 25.3 The CUSTOMER hereby consents to MACROCOMM FLEET ANALYTICS processing its Personal Information for the purposes contemplated in this Contract.
- 25.4 Notwithstanding any other clause in this Contract, the parties indemnify each other against any and all direct losses, costs, demands, claims, liabilities and expenses (including legal expenses) incurred or suffered by the disclosing party as a result of or in connection with any breach of this clause 19 by the receiving party.
- 25.5 Neither party may send Personal Information outside South Africa without prior written authorization of the disclosing party.
- 25.6 Any act or omission that compromises the security, confidentiality or integrity of Personal Information or the safe guards used to protect the security, confidentiality or integrity of Personal Information, or a receipt of or a complaint in respect of the security practices of either Party or a breach or alleged breach of any of the undertakings in relation to POPIA imposed on the Parties by this Contract or of obligations imposed on the Parties in terms of POPIA, will be deemed to be a breach for purposes of this Contract.
- 25.7 The breaching Party shall treat any breach as confidential and shall not inform any third Party of a breach unless it has obtained the non-breaching Party's prior written consent. Any notification of a breach to any individual or regulatory authority and the content, manner and form thereof shall be within the non-breaching Party's discretion.

CUSTOMER		MACROCOMM FLEET ANALYTICS REPRESENTATIVE	
<b>Name and Surname</b>		<b>Name and Surname</b>	
<b>Designation</b>		<b>Designation</b>	
<b>Date</b>		<b>Date</b>	
<b>Signature</b>		<b>Signature</b>	